

LOCAL PROJECT SPONSOR AGREEMENT
between the
ASSOCIATION OF BAY AREA GOVERNMENTS
and the
CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
for the
2014 Proposition 1 Integrated Regional Water Management Implementation Grant
- Department of Water Resources -
- Agreement Number 4600013831-

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 the Contra Costa County Flood Control and Water Conservation District, hereinafter referred to as the Local Project Sponsor (LPS), the parties hereby agree as follows:

RECITALS

- A. WHEREAS, ABAG received a 2014 Proposition 1 Integrated Regional Water Management (IRWM) Grant from the State of California, Department of Water Resources (DWR) to help fund eight (8) local projects located within the San Francisco Bay Area IRWM region according to the Work Plan set forth in the Grant Agreement (Work Plan);
- B. WHEREAS, on March 24, 2021, DWR and ABAG entered into Agreement No. 4600013831 (Grant Agreement) awarding to ABAG a grant in the amount of Twenty-Two Million, Seven Hundred Fifty Thousand Dollars (\$22,750,000) in State funds (State Grant) to be expended over the allowable period which extends from June 03, 2020 to March 31, 2025 or through the completion of the DWR Work Plan, requiring Twenty-Three Million, Four Hundred Forty Thousand and Five Hundred Fifty Four Dollars (\$23,440,554) in matching funds that can include eligible expenses beginning in January 01, 2015;
- 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, the LPS is a subrecipient of the State Grant in the amount of \$1,434,425 (the “Subaward Amount”) and is responsible for ensuring completion of the Lower Walnut Creek Restoration Project described on Attachment 1 hereto (Project) as part of the Work Plan and for providing non-state matching funds in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000) required under the Grant Agreement.
- E. WHEREAS, ABAG and the Metropolitan Transportation Commission (MTC) entered into a Contract for Services under which MTC provides administrative and program services to ABAG. Effective July 1, 2017, the staffs of ABAG and MTC were consolidated. MTC staff now serve both the Association of Bay Area Governments and the Metropolitan Transportation Commission. As such, all interactions between ABAG and The LPS contained within this Agreement, shall be conducted by MTC staff on behalf of ABAG;

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

1.0 Applicable Documents. The following are attached:

1.1 **Attachment 1** - Work Plan (project description, budget, and schedule)

1.2 **Attachment 2** - Insurance Requirements

1.3 **Attachment 3** - Grant Agreement including the following exhibits:

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 – Report Formats and Requirements

1.10 Exhibit G – Requirements for Data Submittal

1.11 Exhibit H – State Audit Document Requirements for the Grantee

1.12 Exhibit I – Local Project Sponsors and Project Location

1.13 Exhibit J – Appraisal Specification (Not Applicable)

1.14 Exhibit K – Information Needed for Escrow Processing and Closure (Not Applicable)

1.15 Exhibit L – Project Monitoring Plan Guidance

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 the LPS and supersedes any and 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 is effective as of April 1, 2021 (Effective Date) and will continue until September 30, 2022, 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, the LPS will implement the Project as more particularly described in Attachment 1. ABAG/SFEP will disburse up to One Million, Four Hundred Thirty-Four Thousand, Four Hundred Twenty-Five Dollars

(\$1,434,425) of the State Grant to LPS in accordance with the Grant Agreement. LPS 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 all administrative and grant management responsibilities relating solely to administration of the grant funds, in accordance with the Grant Agreement: Exhibit A Work Plan for ABAG.
- 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 the LPS and is not obligated to disburse any other funds until such funds are authorized and disbursed from DWR to ABAG.
- 4.3 ABAG will promptly notify the LPS of any notices given or actions taken by DWR if such notices or actions are likely to affect LPS's performance, duties, obligations or funding under this Local Project Sponsor Agreement, including but not limited to notices from DWR regarding LPS's invoices under Section 8 of the Grant Agreement or alleged default by ABAG 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 June 2, 2020, and continuing until March 31, 2025 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 State Grant allocates Nine Hundred, Ninety-Four Thousand, Five Hundred Fifty Dollars (\$994,550) for Grant Administrative Costs.
- 4.5 The obligations of LPS under section 6.2 shall survive the termination of this Local Project Sponsor Agreement.

5.0 LPS Obligations

- 5.1 The LPS 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. The LPS 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 LPS, as obligations of LPS, excepting only ABAG's obligations as defined in subsections 4.1 – 4.3 of this Local Project Sponsor Agreement. Further, the LPS acknowledges and agrees to comply with any requirements directly imposed on the LPS as a Local Project Sponsor under the Grant Agreement.

- 5.2 The LPS agrees to fund the difference (Total Cost Share) between the \$2,974,425 total project cost (“Total Project Cost”) and the Grant Amount specified in Attachment 1 of this Local Project Sponsor Agreement. The Total Cost Share consists of the Required Cost Share and Other Cost Share as documented in Attachment 1. The LPS 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, the LPS may invoice ABAG for grant share reimbursement incurred after the grant award date of June 2, 2020. LPS funding match expenditures can include project related costs incurred after January 1, 2015. LPS shall document required funding match expenditures related to a specific to the same level of detail as costs for a grant invoice. LPS’ required funding match must be approved by DWR prior to the LPS invoicing the grant for payment for that specific task. Additional cost share will be documented by the LPS in the final project report.
- 5.4 The LPS hereby assumes responsibility for submitting Post-Performance Reports as required under Section 14.E 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 three (3) years following project completion.
- 5.5 The LPS hereby assumes ABAG’s responsibility for the following under section 15 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 under the Grant Agreement.
- 5.6 The obligations of LPS under sections 5.3, 5.4 and 6.1 shall survive the termination of this Local Project Sponsor Agreement.
- 5.7 The LPS shall not cause ABAG to be in violation of the Grant Agreement, whether by act or omission.
- 5.8 The LPS 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 The LPS shall, at its own expense, obtain and maintain in effect at all times for the duration of this Agreement the types of insurance and financial security listed in Attachment 2, Insurance Requirements, attached hereto and incorporated herein, against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement. All policies will be issued by insurers acceptable to ABAG, generally with a Best’s Rating of A- or better with a Financial Size Category of VII or better, or an A rating from a comparable rating service.

6.0 Indemnification

- 6.1 The LPS shall indemnify, defend, and hold harmless the Metropolitan Transportation Commission (MTC) and ABAG and their respective members, elected and appointed officers, employees, and agents from and against any and all liability resulting from LPS's act(s) and/or omission(s) arising from and/or relating to the Project.
- 6.2 Without limiting the scope of subsection 6.1, the liability referenced therein 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 of prior written notice from DWR of a default under Section 12 of the Grant Agreement caused in whole or in part by the LPS that provides at least ten (10) days to cure said default, (b) ABAG's prompt transmittal of said notice to LPS, (c) LPS's failure to cure the default within the time prescribed by DWR; and (d) DWR taking any of the actions described in subsections 12.H – K 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) LPS shall pay all costs incurred by the State in enforcing section 12 of the Grant Agreement including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.
- 7.3 The LPS may request termination of this Local Project Sponsor Agreement by submitting to ABAG a written notice stating the reasons for termination and all progress reports summarizing accomplishments to the date of the notice. Upon receipt of the notice, ABAG shall promptly transmit the notice to DWR and request amendment of the Grant Agreement pursuant to Section D.3 of Exhibit D to the Grant Agreement to conform the Grant Agreement to LPS's written notice. ABAG shall promptly notify LPS of any communication(s) or response(s) from DWR. LPS and ABAG will coordinate on any additional actions requested by DWR to effect the requested termination of this Local Project Sponsor Agreement.

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:

Leslie Perry

San Francisco Estuary Partnership
375 Beale Street, Suite 700
San Francisco, California 94105
(415) 778-6675
Email: Leslie.perry@sfestuary.org

8.3 All notices or notifications to the LPS shall be sent to:

Paul R. Detjens
Contra Costa County Flood Control and Water Conservation District
255 Glacier Drive
Martinez, California 94553
(925) 313-2394
Email: paul.detjens@pw.cccounty.us

- 9.0 Amendments and Changes. This Local Project Sponsor Agreement may be changed only by a written amendment duly signed by ABAG and the LPS.
- 10.0 The LPS shall not assign its rights or delegate its duties under this Local Project Sponsor Agreement, provided that the parties recognize that the Project will be completed by the LPS. 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. LPS further agrees and consents that the venue of any action brought between LPS and ABAG shall be exclusively in the County of San Francisco.
- 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

**2014 Proposition 1 Integrated Regional Water Management Implementation Grant
- Department of Water Resources -
Local Project Sponsor Agreement**

* * * * *

AUTHORIZED SIGNATURES

IN WITNESS WHEREOF, the LPS and ABAG have duly executed this Agreement, or caused it to be duly executed on its behalf.

CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Brian M. Balbas
Chief Engineer

Date _____

ASSOCIATION OF BAY AREA GOVERNMENTS

Therese W. McMillan
Metropolitan Transportation Commission Executive Director,
Acting pursuant to the Contract for Services dated May 30, 2017.

Date _____

ATTACHMENT 1: LPS PROJECT WORK PLAN

PROJECT 2: Lower Walnut Creek Restoration

LOCAL PROJECT SPONSOR: Contra Costa County Flood Control and Water Conservation District

PROJECT DESCRIPTION: The project will restore and enhance wetlands and associated habitats in Lower Walnut Creek and provide sustainable flood management. The project is being implemented in four phases; Phase 1– Planning and Stakeholder Outreach, Phase 2 – Design, Permitting, and Environmental Compliance, Phase 3 – Implementation of North and South Reaches (2019-2021), and Phase 4 – Monitoring and Adaptive Management of North and South Reaches (2022 - 2047). DWR IRWM grant funding under this agreement will support Phase 3 of the project and will be directed to construction for the North and South Reaches (Task 11).

Project objectives include improving ecological function and habitat quantity, quality, and connectivity, maintaining appropriate levels of flood protection, and allowing for future public access (public access is not covered in this project). The project will restore or enhance approximately 278 acres of tidal and non-tidal wetlands, tidal and non-tidal waters, and transitional and upland areas. Site analysis and construction design has been arranged for these project benefits to persist under future projected environmental changes such as sea level rise and sedimentation.

Budget Category (a): Project Administration

Task 1: Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager, Association of Bay Area Governments. Prepare invoices including relevant supporting documentation for submittal to DWR via Association of Bay Area Governments. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager’s comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of “Acknowledgment of Credit” per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase – Not Applicable

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

Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process to analyze various measures and alternatives for feasibility, and to recommend a preferred alternative. A subsequent Project Study Report was completed to serve as the basis of design. Both reports are posted on the project website: www.lowerwalnutcreek.org.

Deliverables:

- Feasibility Study Report

Task 5: CEQA Documentation

A Mitigated Negative Declaration was filed in Contra Costa County in 2019 for this project. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- No Legal Challenges Letter

Task 6: Permitting

Permits obtained include: California Department of Fish and Wildlife 1602 Lake and Streambed Alteration Permit, US Army Corps of Engineers Section 404 Permit, Section 401 Clean Water Act Certification from the Regional Water Quality Control Board, and Bay Conservation and Development Major Permit and Bay Plan Amendment. Coordinate with the San Francisco Bay Restoration Regulatory Integration Team (BRRIT) on permit issuance.

Additional permits may be obtained, as necessary.

Deliverables:

- Permits as required

Task 7: Design

Complete design documents, including 35%, 65%, 95% and final plans, specifications and estimate for both the civil and landscaping design work. Complete geotechnical borings and resulting draft and final geotechnical investigation. Complete specialized 35%, 65%, 95% and final plans, specifications and estimate for the relocation of utility lines to avoid impacts from levee construction.

Deliverables:

- Basis of Design Report
- Updated Cost Estimates
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/ImplementationTask 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction inspector will be on site for the duration of the project. Construction inspector duties include documenting pre-construction conditions, preparing and maintaining a daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals. This task also includes office staff support for processing contractor pay requests, as well as biological and other monitoring of contractor's construction activities. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization - Install exclusion fencing for targeted species and install project funding and other signage. Perform site cleanup and removal of exclusion fencing. Equipment anticipated for construction includes excavators, dozers, end dumps, track pulled scrapers, conventional big wheel scrapers, water trucks, rollers, and sheepsfoot compactor. Depending upon the contractor, channel excavation will be performed with a combination of low ground pressure equipment including excavators, dozers, end dumps, and track pulled scrapers. Fine grading of transitional and upland slopes will be performed with a grader.

11(b): Site preparation will include demolition of existing fencing, roadways and other structures in conflict with restoration grading areas.

11(c): Install, construct, excavate - Construction activities will generally include, but are not limited to excavation to lower and breach existing berms and levees; construction of approximately 3,160 feet of new setback levees; excavation and grading to create new tidal channels, tidal marsh, adjacent terrestrial lowlands, and upland habitats; protection of other existing buried utilities; construction of approximately 3,750 feet of replacement maintenance access road (North Reach); haul and placement of excess excavation from the North Reach in the South Reach; installation of wattles on new upland and levee side slopes and hydroseed of approximately 48 acres in terrestrial lowlands and upland areas for erosion control; and installation of approximately 3,160 feet (56,880 square feet) in the South Reach and 3,750 feet (75,000 square feet) in the North Reach of surfacing on maintenance access roads.

11(d): Improve - Collect seeds, and propagate, grow, install and establish plants and plugs in terrestrial lowlands and uplands areas. Revegetation of 48 acres of upland and lowland grasslands, 2.5 acres of alkali playa flats, and six acres of seasonal wetlands, tidal marsh benches, and marsh ponds.

Deliverables:

- Photographic Documentation of Progress

BUDGET

BUDGET CATEGORY		Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost
a	Project Administration	\$0	\$0	\$40,000	\$40,000
b	Land Purchase / Easement	\$0	\$0	\$0	\$0
c	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$0	\$0
d	Construction / Implementation	\$1,434,425	\$1,500,000	\$0	\$2,934,425
TOTAL COSTS		\$1,434,425	\$1,500,000	\$40,000	\$2,974,425

WORK PLAN

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	04/01/2020	03/31/2022
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	01/01/2016	03/31/2020
d	Construction / Implementation	01/01/2020	12/31/2021

ATTACHMENT 2: INSURANCE REQUIREMENTS

1. INSURANCE

A. Minimum Coverages. The insurance requirements specified in this section shall cover LPS's own liability and the liability arising out of work or services performed under this Agreement by any subconsultants, subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that LPS authorizes to work under this Agreement (hereinafter referred to as "Agents.") LPS shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement.

LPS is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverage with appropriate limits and endorsements to cover such risks. To the extent that an Agent does not procure and maintain such insurance coverage, LPS shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling LPS's indemnity obligation as to itself or any of its Agents in the absence of coverage.

In the event LPS or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that LPS's insurance be primary without right of contribution from ABAG. Prior to beginning work under this contract, LPS shall provide ABAG with satisfactory evidence of compliance with the insurance requirements of this section.

The insurance listed hereunder shall be considered minimum requirements and any and all insurance proceeds in excess of the requirements shall be made available to ABAG. If the LPS maintains broader coverage and/or higher limits than the minimum limits shown hereunder, ABAG shall be entitled to the broader coverage and/or higher limits maintained by the LPS.

1. Workers' Compensation Insurance with Statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of LPS's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of ABAG. Such Workers' Compensation & Employer's Liability may be waived, if and only for as long as LPS is a sole proprietor or a corporation with stock 100% owned by officers with no employees.

2. Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the premises and operations, and products and completed operations of LPS and LPS's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000

per occurrence with a general aggregate liability of not less than \$2,000,000, a products/completed operations aggregate liability limit of not less than \$2,000,000 and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation or “Waiver of Transfer of Rights of Recovery Against Others to Us” provision included in the policy language or by endorsement in favor of ABAG.

ABAG and those entities listed in Part 3 of this Attachment E (if any), and their commissioners, directors, officers, representatives, and employees are to be named as additional insureds for ongoing and completed operations. Such insurance shall be primary and non-contributory, and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from LPS’s operations.

3. Business Automobile Insurance for all automobiles owned (if any), used or maintained by LPS and LPS’s officers, and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per accident.

B. Acceptable Insurers. All policies will be issued by insurers, generally with a Best’s Rating of A- or better with a Financial Size Category of VII or better, or an A rating from a comparable rating service.

C. Self-Insurance. LPS’s obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to ABAG.

D. Deductibles and Retentions. LPS shall be responsible for payment of any deductible or retention on LPS’s policies without right of contribution from ABAG. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that ABAG seeks coverage as an additional insured under any LPS insurance policy that contains a deductible or self-insured retention, LPS shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of LPS, subconsultant, subcontractor, or any of their employees, officers or directors, even if LPS or subconsultant is not a named defendant in the lawsuit.

E. Claims Made Coverage. If any insurance specified above is written on a “Claims-Made” (rather than an “occurrence”) basis, then in addition to the coverage requirements above, LPS shall:

- (1) Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of this Agreement or the beginning of any work under this Agreement;
- (2) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and

(3) If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, LPS shall purchase “extended reporting” coverage for a minimum of three (3) years after completion of the work.

F. Failure to Maintain Insurance. All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of LPS’s personnel, subconsultants, subcontractors, and equipment have been removed from ABAG’s property, and the work or services have been formally accepted. LPS must notify ABAG if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

G. Certificates of Insurance. Prior to commencement of any work hereunder, LPS shall deliver to Ebix, ABAG’s authorized insurance consultant, insurance documentation (including Certificates of Liability Insurance, Evidences of Property Insurance, endorsements, etc.) verifying the aforementioned coverages. Such evidence of insurance shall make reference to all provisions and endorsements referred to above and shall be signed by the authorized representative of the Insurance Company shown on the insurance documentation. **The Project name shall be clearly stated on the face of each Certificate of Liability Insurance and/or Evidence of Property Insurance.**

LPS shall submit certificates of insurance to:

Metropolitan Transportation Commission

Insurance Compliance

P.O. Box 100085-M8

Duluth, GA 30096

or

Email to MTC@Ebix.com

or

Fax to 1-888-617-2309

ABAG reserves the right to require copies of all required policy declarations pages or insurance policies, including endorsements, required by these specifications, at any time.

2. **ADDITIONAL INSURED**S

The following entities are to be named as Additional Insureds under applicable sections of this Attachment E and as ABAG Indemnified Parties, pursuant to Article 9 of the Agreement.

Metropolitan Transportation Commission (MTC)
Association of Bay Area Governments (ABAG)
State of California, Department of Water Resources

ATTACHMENT 3: GRANT DOCUMENT

ML 2/18/2021

ME 2/18/2021

CB 2/18/2021

LP 3/22/2021

MB 3/22/2021

MTC/ABAG internal
review process
completed

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
ASSOCIATION OF BAY AREA GOVERNMENTS
AGREEMENT NUMBER 4600013831
PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)
IMPLEMENTATION GRANT**

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.** The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to the Grantee to assist in financing the projects, which are included in and implemented in an adopted Integrated Regional Water Management Plan (IRWM Plan), pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.). The provision of State funds pursuant to this Agreement shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan as set forth in Exhibit A, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code section 10530 et seq.
- 2) **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on June 3, 2020 through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by March 31, 2025, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after June 30, 2025.
- 3) **GRANT AMOUNT.** The maximum amount payable by the State under this Grant Agreement shall not exceed \$22,750,000.
- 4) **GRANTEE COST SHARE.** The Grantee is required to provide a Local Cost Share (non-state funds) as set forth in Exhibit B (Budget). Local Cost Share may include Eligible Project Costs directly related to Exhibit A incurred after January 1, 2015.
- 5) **BASIC CONDITIONS.**
 - A. Unless exempt as per the 2019 IRWM Implementation Grant Proposal Solicitation Package, project(s) that are subject to the California Environmental Quality Act (CEQA) including final land purchases, shall not be included in this Agreement until the CEQA process is completed and all permits necessary to begin construction are acquired. Projects providing at least 75% of benefits to a disadvantaged community (DAC), economically distressed area (EDA), and/or Tribe (based on population or geography), or projects implemented by Tribes will be exempt from this requirement.
 - i. Such projects will be included in the Agreement as a placeholder. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement.
 - ii. Placeholder projects that complete CEQA and/or acquire permits (necessary to begin construction) within eighteen (18) months of the agreement execution date will be amended into the agreement. At the end of the eighteen (18)-month term, any placeholder projects that fail to complete CEQA and/or acquire permits will be deleted from the Agreement. The total grant award will be reduced by the amount of the deleted project(s). Replacement projects will not be allowed. Reduced amount will be made available to the respective Funding Area in future funding rounds on a competitive basis. Deleted placeholder projects will not be eligible to receive any grant reimbursement under this Agreement; however, such project could be eligible under the next round of grant solicitation.
 - B. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):

- i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2019 IRWM Implementation Grant Program (Program) Guidelines (2019 Guidelines).
- ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation (\$0 Invoices are acceptable). The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e. reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 14, "Submission of Reports" and Exhibit A, "Work Plan".
- iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
 1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.
 2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:
 - a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,
 - b) Documents that satisfy the CEQA process are received by the State,
 - c) The State has completed its CEQA process as a Responsible Agency, and
 - d) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of environmental permit submittal.

The 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, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

- iv. A monitoring plan as required by Paragraph 16, "Monitoring Plan Requirements," if applicable.
- 6) **DISBURSEMENT OF FUNDS.** The State will disburse to the 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 the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
 - 7) **ELIGIBLE PROJECT COST.** The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related

to the Project included in this Agreement. Costs incurred after June 2, 2020 may be eligible for reimbursement.

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 this Grant.
 - B. Costs for preparing and filing a grant application.
 - C. Operation and maintenance costs, including post construction performance and monitoring costs.
 - D. Purchase of equipment that is not an integral part of a project.
 - E. Establishing a reserve fund.
 - F. Purchase of water supply.
 - G. Replacement of existing funding sources for ongoing programs.
 - H. Meals, food items, or refreshments.
 - I. Payment of any punitive regulatory agency requirement, federal or state taxes.
 - J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
 - K. Overhead and Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
 - L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.
- 8) **METHOD OF PAYMENT.** After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 14, "Submission of Reports." Payment will be made no more frequently than monthly in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.

- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."
 - v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: PO Box 942836, Sacramento, CA 94236

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

- 9) **ADVANCED PAYMENT.** Water Code section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable Integrated Regional Water Management Plan, and when the project proponent is a nonprofit organization; a disadvantaged community (DAC); or the project benefits a DAC. If a project is awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of fifty (50) percent of the grant award; the remaining fifty (50) percent of the grant award will be reimbursed in arrears after the advanced funds of a budget category have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:
 - A. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.
 - B. If the Grantee is requesting the advanced payment, the request(s) shall include:
 - i. Descriptive information of each project with an update on project status

- ii. The names of the entities that will receive the funding for each project, including, but not limited to, an identification as to whether the project proponent or proponents are nonprofit organizations or a DAC, or whether the project benefits a DAC
 - iii. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
 - iv. Any other information that DWR may deem necessary
- C. Upon review and approval of the Advanced Payment Request, DWR will authorize payment of the fully requested amount for the qualified project(s). Based on the project's Funding Plan and other considerations, DWR may determine it is not prudent to advance the full request in a single disbursement. In such a case, DWR will develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.
- D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each qualified project, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 21, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:
- i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."
 - iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies).
 - iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
 - 1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
 - 2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
 - 3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 - 4. Proof of distribution of advanced funds to LPS(s), if applicable.
 - v. The State's Project Manager will notify the Grantee, in a timely manner, when, upon review of the Accountability Report, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such

notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.

- E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment for Reimbursement."

10) REPAYMENT OF ADVANCES. The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:

- A. A project is not being implemented in accordance with the provisions of the Grant Agreement.
- B. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.
- C. Failure by the Grantee to submit complete and accurate quarterly Accountability Reports by the required due dates, unless otherwise approved by DWR.
- D. Failure to deposit funds in a non-interest-bearing account.
- E. Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this Agreement.
- F. Inappropriate use of funds, as deemed by DWR.
- G. Repayment amounts may also include:
 - i. Actual costs incurred which are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.
 - ii. Advanced funds which are not fully expended by project completion, notwithstanding Water Code section 10551(c)(4). Unused grant funds shall be returned to DWR within sixty (60) calendar days.

Any repayment of advanced funds may consist of reducing the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a material breach of this Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Agreement.

11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding 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 the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 12, "Default Provisions," 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 the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the 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.

12) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the 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, the State may do any of the following:

- H. 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.
- I. Terminate any obligation to make future payments to the Grantee.
- J. Terminate the Grant Agreement.
- K. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

13) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2019 Guidelines to remain eligible to receive State funds:

- A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2019 Guidelines and as stated on page 22 of the Proposal Solicitation Package.
- B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2019 Guidelines.
- C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.
- D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) set forth on page 10 of the 2019 Guidelines.
- E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program.

- F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.
- 14) **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 the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." 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 project.
- A. **Quarterly Progress Reports:** The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1).
- B. **Accountability Report:** The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 9, "Advanced Payment."
- C. **Project Completion Report:** The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.
- D. **Grant Completion Report:** Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.
- E. **Post-Performance Reports:** The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the 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 three (3) years after the project begins operation.
- 15) **OPERATION AND MAINTENANCE OF PROJECT.** For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. 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 by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, "Default Provisions."

- 16) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit L, "Project Monitoring Plan Guidance."
- 17) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code § 10780 et seq.) 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. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.
- 18) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.
 - E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 19) 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:
- A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.

D. By electronic means.

E. 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 listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

20) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the 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.

21) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Arthur Hinojosa
Chief, Division of Regional Assistance

P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 653-4736
Email: Arthur.Hinojosa@water.ca.gov

Metropolitan Transportation Commission

Therese W. McMillan
Executive Director, acting pursuant to the Contract
for Services dated May 30, 2017
375 Beale Street, Suite 800
San Francisco, CA 94105
Phone: (415) 778-5210
Email: tmcmillan@bayareametro.gov

Direct all inquiries to the Project Manager:

Department of Water Resources

Marisa Perez-Reyes
Grant Project Manager
PO Box 942836
Sacramento, CA 94236-0001
Phone: (916) 651-0161
Email: marisa.perez-reyes@water.ca.gov

Association of Bay Area Governments, San
Francisco Estuary Partnership Section

Leslie Perry
Project Manager
375 Beale Street, Suite 700
San Francisco, CA 94105
Phone: (415) 778-6675
Email: leslie.perry@sfestuary.org

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

22) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. 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 – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Appraisal Specifications (Not Applicable)

Exhibit K – Information Needed for Escrow Processing and Closure (Not Applicable)

Exhibit L – Project Monitoring Plan Guidance

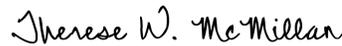
IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES



Arthur Hinojosa
Chief, Division of Regional Assistance

ASSOCIATION OF BAY AREA
GOVERNMENTS



Therese W. McMillan
MTC Executive Director, acting pursuant
to the Contract for Services dated May
30, 2017.

Date 3/24/2021

Date 3/22/2021

EXHIBIT A
WORK PLAN**PROPOSITION 1 ROUND 1 SAN FRANCISCO BAY AREA IRWM IMPLEMENTATION GRANT****Grant Administration****IMPLEMENTING AGENCY: Association of Bay Area Governments (ABAG)**

DESCRIPTION: The Regional Water Management Group authorized the ABAG to act as the Grantee for the Proposition 1, Round 1 IRWM Implementation Grant. The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. This office will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

Budget Category (a): Project AdministrationTask 1: Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this agreement.

Task 2: Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

Deliverables:

- Quarterly Progress Reports
- Grant Completion Report

PROJECT 1: RD1 System Fish Passage Improvements**IMPLEMENTING AGENCY: Alameda County Water District (ACWD)**

PROJECT DESCRIPTION: The project includes construction of a single fish ladder to provide volitional passage across two physical barriers in the Alameda Creek Flood Control Channel: ACWD's Rubber Dam No. 1 (RD1) and the adjacent Alameda County Flood Control District (ACFCD) Drop Structure. The project will also consolidate ACWD's unscreened Shinn Diversions into a single location with fish screens to protect migrating fish against entrainment

The project will allow steelhead volitional access to 26 miles of high-quality spawning and rearing habitat in the upper watershed through the removal of two physical barriers to fish passage. The project will also modify ACWD's creek operations to make new flow bypass releases through a fish ladder, maintaining minimum 5-25 cubic feet per second of bypass flows, and enhancing migration opportunities downstream of project area. In addition, the project monitoring plan will be incorporated into a larger multi-agency watershed-wide steelhead recovery monitoring plan. The project will reduce reliance on imported supplemental recharge water from the State Water Project, improving local groundwater supply reliability by approximately 10,500 AFY and commensurately reducing energy and greenhouse gas production. Also, by increasing the reliability of groundwater recharge to the Niles Cone Sub-basin, the project enables climate change adaption against further saltwater intrusion into the coastal aquifer from anticipated sea-level rise.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase – Not Applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies**

Project Feasibility Studies were completed as part of the project development process, including the February 2000 Assessment of the Potential for Restoring a Viable Steelhead Trout Population in the Alameda Creek Watershed, the December 2006 Alternatives Evaluation Report: Lower Alameda Creek/BART Weir Fish Passage Assessment, the July 2017 30% Basis of Design Report for the Alameda Creek Lower Fishway, and the June 2018 Draft 100% Basis of Design Report ACWD-ACFCD Joint Lower Alameda Creek Fish Passage Improvements Rubber Dam 1 Fishway and Shinn Pond Diversion.

Deliverables:

- Feasibility Study Report

Task 5: CEQA Documentation

A Mitigated Negative Declaration was filed in Alameda County in 2016 for this project. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- No Legal Challenges Letter

Task 6: Permitting

Permits obtained include: Section 404 and 408 Certifications from the US Army Corps of Engineers, Section 401 Clean Water Act Certification from the San Francisco Regional Water Quality Control Board, Section 1600 Lake and Streambed Alteration Agreement with the California Department of Fish and Wildlife, and numerous Encroachment Permits.

Additional permits may be obtained, as necessary.

Deliverables:

- Permits as required

Task 7: Design

Complete preliminary design including supporting work encompassing the geotechnical investigation, hydraulic modeling, topographic survey, and 100% Draft Basis of Design report (BOD). The BOD will provide the overall project concept for use in development of final design, plans and specifications including preliminary design details for fish ladder and fish screen facilities, preliminary design details for development of the 100% (Final and issued-for-construction) design, plans, and specifications.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan as per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9: Contract Services**

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable, assisting with environmental monitoring including pre-construction training of site personnel, pre-construction species surveys, and environmental monitoring (species) during construction. This task is ongoing throughout the duration of the project. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization – Prepare project protocols for construction standards, health and safety standards, laboratory analysis protocols, and acceptable standard methods. Mobilize equipment and install signage. Inspect project components and establish that work is complete. Verify that all project components have been installed and are functioning as specified. Conduct project completion photo monitoring. Prepare record drawings. Develop information necessary to support the Project Completion Report.

11(b): Site preparation will include installation of handrail, grating, site lighting and fencing for site security and public safety.

11(c): Install, construct, excavate - Install eight flow control gates, jib crane, flat plate fish screen, retrieval and trash rack assemblies for fish passage and debris control; install fish monitoring equipment and appurtenances; install approximately 495 feet of sluice pipe system and approximately 275 feet of auxiliary bypass pipe system and corrosion protection; install approximately 940 feet of diversion pipes, including backfill and cathodic protection, flow meters, venting system and pipes, vault hatches, gates and appurtenances; demolish and remove existing unscreened diversion pipelines from operation; and functional test and start-up equipment/instrumentation (i.e. valves, pumps, fish screens, and other mechanical equipment and instrumentation).

11(d): Improve – Place rock and concrete approximately 1,800 feet in channel and on embankment for embankment restoration and scour protection.

Deliverables:

- Photographic Documentation of Progress

PROJECT 2: Lower Walnut Creek Restoration**IMPLEMENTING AGENCY: Contra Costa County Flood Control and Water Conservation District**

PROJECT DESCRIPTION: The project will restore and enhance wetlands and associated habitats in Lower Walnut Creek and provide sustainable flood management. The project is being implemented in four phases; Phase 1– Planning and Stakeholder Outreach, Phase 2 – Design, Permitting, and Environmental Compliance, Phase 3 – Implementation of North and South Reaches (2019-2021), and Phase 4 – Monitoring and Adaptive Management of North and South Reaches (2022 - 2047). DWR IRWM grant funding under this agreement will support Phase 3 of the project and will be directed to construction for the North and South Reaches (Task 11).

Project objectives include improving ecological function and habitat quantity, quality, and connectivity, maintaining appropriate levels of flood protection, and allowing for future public access (public access is not covered in this project). The project will restore or enhance approximately 278 acres of tidal and non-tidal wetlands, tidal and non-tidal waters, and transitional and upland areas. Site analysis and construction design has been arranged for these project benefits to persist under future projected environmental changes such as sea level rise and sedimentation.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase – Not Applicable**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process to analyze various measures and alternatives for feasibility, and to recommend a preferred alternative. A subsequent Project

Study Report was completed to serve as the basis of design. Both reports are posted on the project website: www.lowerwalnutcreek.org.

Deliverables:

- Feasibility Study Report

Task 5: CEQA Documentation

A Notice of Determination for a Mitigated Negative Declaration was filed in Contra Costa County in 2019 for this project. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- No Legal Challenges Letter

Task 6: Permitting

Permits obtained include: California Department of Fish and Wildlife 1602 Lake and Streambed Alteration Permit, US Army Corps of Engineers Section 404 Permit, Section 401 Clean Water Act Certification from the Regional Water Quality Control Board, and Bay Conservation and Development Major Permit and Bay Plan Amendment. Coordinate with the San Francisco Bay Restoration Regulatory Integration Team (BRRIT) on permit issuance.

Additional permits may be obtained, as necessary.

Deliverables:

- Permits as required

Task 7: Design

Complete design documents, including 35%, 65%, 95% and final plans, specifications and estimate for both the civil and landscaping design work. Complete geotechnical borings and resulting draft and final geotechnical investigation. Complete specialized 35%, 65%, 95% and final plans, specifications and estimate for the relocation of utility lines to avoid impacts from levee construction.

Deliverables:

- Basis of Design Report
- Updated Cost Estimates
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9: Contract Services**

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents,

prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction inspector will be on site for the duration of the project. Construction inspector duties include documenting pre-construction conditions, preparing and maintaining a daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals. This task also includes office staff support for processing contractor pay requests, as well as biological and other monitoring of contractor's construction activities. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization - Install exclusion fencing for targeted species and install project funding and other signage. Perform site cleanup and removal of exclusion fencing. Equipment anticipated for construction includes excavators, dozers, end dumps, track pulled scrapers, conventional big wheel scrapers, water trucks, rollers, and sheepsfoot compactor. Depending upon the contractor, channel excavation will be performed with a combination of low ground pressure equipment including excavators, dozers, end dumps, and track pulled scrapers. Fine grading of transitional and upland slopes will be performed with a grader.

11(b): Site preparation will include demolition of existing fencing, roadways and other structures in conflict with restoration grading areas.

11(c): Install, construct, excavate - Construction activities will generally include, but are not limited to excavation to lower and breach existing berms and levees; construction of approximately 3,160 feet of new setback levees; excavation and grading to create new tidal channels, tidal marsh, adjacent terrestrial lowlands, and upland habitats; protection of other existing buried utilities; construction of approximately 3,750 feet of replacement maintenance access road (North Reach); haul and placement of excess excavation from the North Reach in the South Reach; installation of wattles on new upland and levee side slopes and hydroseed of approximately 480 acres in terrestrial lowlands and upland areas for erosion control; and installation of approximately 3,160 feet long (56,880 square feet in area) in the South Reach and 3,750 feet long (75,000 square feet in area) in the North Reach of surfacing on maintenance access roads.

11(d): Improve - Collect seeds, and propagate, grow, install and establish plants and plugs in terrestrial lowlands and uplands areas. Revegetation of 48 acres of upland and lowland grasslands, 2.5 acres of alkali playa flats, and six acres of seasonal wetlands, tidal marsh benches, and marsh ponds.

Deliverables:

- Photographic Documentation of Progress

PROJECT 3: North Bay Water Reuse Program Phase II

IMPLEMENTING AGENCY: Sonoma County Water Agency

PROJECT DESCRIPTION: The North Bay Water Reuse Program (NBWRP) Phase 2 project is a regional effort to construct 16 sub-regional treatment and distribution system projects over the next 10 years in the San Pablo Bay watershed. Sonoma County Water Agency is the Administrative and Fiscal Agent for the North Bay Water Reuse Authority (NBWRA). The workplan below would complete two subprojects of the NBWRP Phase 2 Program.

The City of Petaluma Tertiary Expansion Project will increase tertiary treatment capacity at Ellis Creek Water Recycling Facility (ECWRF). This project includes facility upgrades at the existing ECWRF to increase tertiary filtration and disinfection capacity by approximately 2.12 million gallons per day (mgd). The project will expand the facility's filtration capacity with cloth filter technology. The project will add banks of UV lamps in an existing, unused channel, and upgrade existing UV lamps in the active channels. The project includes other related improvements to the tertiary system. Completed facilities will increase the tertiary filtration capacity of the facility by an approximate 2.12 million gallons per day (mgd), yielding approximately 712 acre-feet per year (AFY) of tertiary treated water.

The City of American Canyon Recycled Water Distribution System Expansion Project will add several new distribution pipelines in the City service area. The identified pipeline extensions will build off the existing system to deliver recycled water to existing landscaping and industrial users on potable water and convert them to recycled water for non-potable uses. The customer demands associated with these extensions would be met directly from the American Canyon Water Recycling Facility (WRF) during the peak months with no seasonal storage needed. The project has been phased and the portion funded by this grant will focus on construction within existing built roadways including Dodd Court, Klamath Court, Spikerush Circle, and Benton Way. This portion of the project will provide approximately 48 AFY of recycled water and includes approximately 3,070 linear feet of 6-inch-diameter pipelines.

Budget Category (a): Project Administration

Task 1: Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

The NBWRP Phase II Projects are a cooperative effort between Sonoma County Water Agency (acting on behalf of NBWRA), City of Petaluma, and City of American Canyon. NBWRA operates under its fourth amended memorandum of understanding and Sonoma County Water Agency, as the appointed administrative and fiscal agent, will serve as the grant administrator. Sonoma County Water Agency will work with all partners including the Grantee, City of Petaluma, and City of American Canyon on grant requirements and submittals. City of Petaluma will implement the Tertiary Expansion subproject and coordinate with Sonoma County Water Agency. City of American Canyon will implement the Recycled Water Distribution System Expansion Project subproject and coordinate with Sonoma County Water Agency. The MOU will be amended or a separate agreement between Sonoma County Water Agency, City of Petaluma, and City of American Canyon will be drafted to formalize responsibilities and cost sharing.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase – Not Applicable

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

Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process by NBWRA. The feasibility study report presents the North Bay Water Reuse Program's engineering evaluation and economic and financial analysis for Phase 2 of the North Bay Water Reuse Program.

Deliverables:

- Feasibility Study Report

Task 5: CEQA Documentation

An Environmental Impact Reports was filed in Sonoma County in 2018 for this project. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

Permits obtained include: City of Petaluma Tertiary Expansion Project Wastewater Change Petition, building permit from City of Petaluma Building Division, and General Approval for the production, distribution, and use of recycled water under Title 22 of the California Code of Regulations (Title 22) by the Regional Water Quality Control Board and the Division of Drinking Water.

Additional permits may be obtained, as necessary.

Deliverables:

- Permits as required

Task 7: Design

City of Petaluma Tertiary Expansion Project: Complete preliminary design including the following supporting work: geotechnical investigation and basis of design report (BOD). The BOD will provide the overall project concept for use in development of final design, plans and specifications including preliminary design details for filter foundation, preliminary design details and 100% (Final) design, plans, and specifications. A review of tertiary filter options was completed that included the following supporting work: Copies of filter technology review materials obtained from suppliers, draft and final presentation including conceptual design materials, cost estimate, and layouts, and final conceptual design materials and meeting notes from the presentation of the conceptual design.

City of American Canyon Recycled Water Distribution System Expansion Project: Design tasks include data gathering, field investigation, customer outreach, and preparation of plans, specifications, and estimates.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. City of Petaluma and City of American Canyon will perform activities (as necessary) to secure a contractor and award the contract in compliance with all laws, regulations, and their respective internal protocols. Activities include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below and will adhere to construction standards, health and safety standards, laboratory analysis protocols, and acceptable standard methods. City of Petaluma will ensure that improvements will be constructed to meet Title 22 tertiary treatment standards and 2012 National Water Reuse Institute UV Guidelines. City of American Canyon will ensure project will be constructed in accordance with the City of American Canyon Standard Plans and Specifications (City Standards). Both entities will follow Cal OSHA standards and State Water Board requirements.

City of Petaluma Tertiary Expansion Project:

11(a): Mobilization and Demobilization will include a pre-construction conference, receipt and staging of new filter equipment, pumps, meters, piping, racks, etc.

11(b): Site preparation will include removal of existing gravel parking area in filter area.

11(c): Installation, construction, and excavation tasks include adding a cloth media disk filter system, with connection to the existing filter influent feed channel; adding Suez (Ozonix) UV disinfection equipment (40 HO Gen 2) for the third channel of the existing UV system, and replacing the existing UV modules with upgraded modules (40HOGen2) to match the new third channel units; adding two tertiary feed pumps to the existing filter feed pump station, modifying the flow meter and header piping, and adding flushing connections; and startup and test (includes Bioassay Testing for UV system).

11(d): Improvements to existing facilities include the following activities (organized by components):

- Existing filter facility modifications: Slope floor within flocculation basins, replace existing pumps with higher capacity sump pumps, modify meter and bypass piping.
- Existing UV facility modifications: Add canopy shade structure; add second acid dip tank for UV modules, replace buried UV Channel drain valves, add channel coating.
- Other modifications to tertiary system: Upsize existing tertiary effluent flow meter; Influent channel/box: Replace the 6-inch outlet diffuser pipe with 8-inch outlet diffuser pipe and add grout to slope interior of box to a recessed sump; Addition of power monitoring for the UV power feeder; Addition of a UV module rack or support system to be used when modules are to be removed for channel cleaning; Filter Support Building: Air compressor room HVAC upgrades to reduce heat during warm weather.

City of American Canyon Recycled Water Distribution System Expansion Project:

11(e): Mobilization and Demobilization will include a pre-construction conference and staging of equipment.

11(f): Site preparation will include potholing, preparation of a Stormwater Pollution Prevention Plan (SWPPP), Traffic Control, and signage installation.

11(g): Installation, construction, and excavation tasks will include excavation of existing roadways, bedding, placing approximately 3,070 linear feet of 6-inch-diameter PVC pipe, installing valves, testing of the installed systems, and backfilling the excavated roadways.

11(h): Improvements to existing facilities includes conversion of irrigation from potable water to recycled water, and repaving and striping of roadways. All work will take place within existing built roadways.

Deliverables:

- Photographic Documentation of Progress

PROJECT 4: Calistoga Water and Habitat Restoration Project**IMPLEMENTING AGENCY: City of Calistoga**

PROJECT DESCRIPTION: This project has three elements including A) Pioneer Park, B) Riverside Pond, and C) Conn Creek. The City has partnered with the Napa County Resource Conservation District (NCRCD) to help mitigate encumbrances in the waterways and to open additional habitat upstream of the barriers in parts A and C.

A) The Pioneer Park Improvement Project will remove an existing low water crossing that is considered a fish barrier and replace the crossing with a pedestrian and bicycle bridge across the Napa River connecting Pioneer Park to the City's Community Center.

B) The Riverside Pond Project will shore up portions of the Napa River and Simmons Creek banks adjacent to the existing wastewater treatment plant to prevent catastrophic failure. Project scope includes removing the riverside ponds from the 100-year flood plain designation and lining the existing ponds to prevent percolation in violation of NDPEs discharge permit.

C) The Conn Creek Waterline Relocation Project will install a new waterline crossing on the Caltrans Bridge and remove an existing waterline crossing underneath Conn Creek, downstream of the bridge that is encased in concrete and has become a barrier to fish passage. This water transmission supply line provides the City between 60% and 100% of its drinking water supply. In addition to partnering with NCRCD, the City is also partnered and working closely with USFWS and CDFW who have requested removal of the barrier.

Budget Category (a): Project Administration**Task 1: Project Management**

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors. The City will be communicating and coordinating the project with partner agencies with similar grant to prepare similar agreements and contract documents.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement**Task 3: Land Purchase**

Potential purchase of land or easement(s) to be acquired: Utility easement may be required to reroute the water line across the new CalTrans bridge. Element C, Conn Creek, is the only site potentially requiring an easement.

Deliverables:

- All relevant documentation regarding property ownership transfer or acquisition of easement including final recorded deed, title report, etc., if easements are needed to implement the project.

Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies**

Project Feasibility Studies were completed as part of the project development process and informed the design to support multi-benefit elements where able.

Deliverables:

- Feasibility Study Report

Task 5: CEQA Documentation

- A) A Notice of Exemption was filed with the State Clearinghouse in 2020 for the Pioneer Park component of this project. Prepare letter stating no legal challenges (or addressing legal challenges).
- B) A Mitigated Negative Declaration was filed with the State Clearinghouse in 2019 for the Riverside Ponds component of this project. Prepare letter stating no legal challenges (or addressing legal challenges).
- C) Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

Permits obtained include: California Department of Fish and Wildlife 1601 Lake and Streambed Alteration Agreement Certification, Regional Water Quality Control Board 401 Certification, US Army Corps of Engineers 404 Certification, National Marine Fisheries Service Biological Opinion, and State Lands Commission Permit.

Additional permits may be obtained, as necessary.

Deliverables:

- Permits as required

Task 7: Design

Following completion of geotechnical field work and topographical survey, a Basis of Design Report (BOD) will be prepared for each project. The BOD will provide the overall project concept for use in development of final design, plans and specifications including: preliminary earthwork calculations, preliminary structural design details, preliminary design for erosion control measures and preliminary design details for and 100% (Final) design, plans, specifications and estimated construction cost.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval. A separate construction schedule will be prepared and submitted for each element.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9: Contract Services**

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below and will adhere to construction standards, health and safety standards, laboratory analysis protocols, and acceptable standard methods. The City uses Department of Transportation Standard Plans and Specifications and industry standards to manage the construction and conduct material testing during the construction phase.

A) Pioneer Park Improvement

11(a): Mobilization and Demobilization as outlined in the Standard Specifications.

11(b): Site preparation will include clearing and grubbing, installing ESA fencing, and rough grading. This work will include clearing the site for the bridge assembly and preparation for abutment and foundation work in Phase 1. Phase 2 will include demolition of the existing low water crossing.

11(c): Install, construct, and excavate per approved plans and specifications for each element. Work will include drilling and installing concrete piers along with placing bridge abutment and walkways and erecting the approximately 110 feet long by 10 feet wide bridge with the utilities. Work also includes welding on additional sections and utilizing a crane to lift the bridge into place on the bridge foundation. Phase 2 work includes regrading the Napa River and associated banks, planting new vegetation, and reestablishing habitat after removal of the low water crossing.

B) Riverside Ponds

11(a): Mobilization and Demobilization as outlined in the Standard Specifications.

11(b): Site preparation will include clearing and grubbing, tree removal and pruning, installing ESA fencing, and rough grading. Work also includes earthwork for initial berm building for the ponds and preparation for utility pipeline installation.

11(c): Install, construct, and excavate per approved plans and specifications for each element. Work will include installation of the pond liner, installing new pipelines, valves and appurtenances, and installation of the electrical/instrumentation to automate operations, and stabilizing approximately 600 feet of the banks of both the Simmons and Napa River.

11(d): Improve the site by removing ponds from the floodplain and lining them to prevent seepage to prevent catastrophic loss of critical wastewater treatment plant infrastructure.

C) Conn Creek Waterline Relocation

11(a): Mobilization and Demobilization as outlined in the Standard Specifications.

11(b): Site preparation will include clearing, grubbing, and installing ESA fencing.

11(c): Install, construct, and excavate per approved plans and specifications for each element. Work will include installation of a new water 16-inch pipeline and attaching it to the Caltrans bridge over Conn Creek. After the new pipe is in place, tested and disinfected connections will be made to the existing system. The old line and concrete barrier will be removed.

11(d): Improvements at the site include improved habitat and relocation of a new critical water transmission line that will be protected from scour and failure by installing it along the bridge.

Deliverables:

- Photographic Documentation of Progress

PROJECT 5: Bay Area Regional Water Conservation**IMPLEMENTING AGENCY: East Bay Municipal Utility District**

PROJECT DESCRIPTION: The Project contains seven major components: (A) Qualified Water Efficient Landscaper Training, (B) Single-Family and (C) Commercial Weather Based Irrigation Controller Rebate Programs, (D) Water Efficient Landscape Rebate Program, (E) Smart Metering Device Program, (F) Customer Water Report Project, and (G) Component Analysis Project; implemented within the service areas of 11 Bay Area water agencies: Alameda County Water Agency, Bay Area Water Supply and Conservation Agency, Contra Costa Water District, East Bay Municipal Utility District, Marin Municipal Utility District, City of Napa, Santa Clara Valley Water District, San Francisco Public Utilities Commission, Solano County Water Agency, Sonoma Water, and Zone 7 Water Agency. Collectively, the rebate programs, meter installations, trainings, and analyses/reports will save approximately 13,723 acre-feet of water per year (AFY).

Budget Category (a): Project AdministrationTask 1: Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase – Not Applicable**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies – Not ApplicableTask 5: CEQA Documentation

A Notice of Exemption was filed in 2020 with the State Clearinghouse for this project. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- No Legal Challenges Letter

Task 6: Permitting – Not Applicable

Task 7: Design – Not Applicable

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

The various components of this project may include contract services to implement. These services will be procured through RFP. All such procurements and subsequent contracts will be submitted to DWR.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration – Not Applicable

This Project will not be securing the services of a construction contractor.

Task 11: Construction

For all project components, marketing efforts may include: bill inserts, newsletters, electronic and newspaper advertisements, public service announcements, media (websites, blogs, social media platforms, online videos, direct email marketing), displays at retail businesses, and others. Agencies will have the flexibility to collaborate to ensure consistent messaging throughout the region.

Implementation activities relevant for each component are described below:

- A. The Qualified Water Efficient Landscaper (QWEL) Training will provide education, outreach, and technical training to more than approximately 336 professional landscapers to manage landscape irrigation more efficiently. This EPA Water-Sense certified program will save approximately 382 acre-feet (AF) of water. Activities include identifying training locations and marketing and hosting trainings.
- B. The Single-Family Weather Based Irrigation Controller Rebate Program will incentivize the installation of self-adjusting irrigation controllers, saving approximately 885 AF of water. Implementation activities include marketing, processing, and issuance of rebates for approximately 1,825 self-adjusting irrigation controllers.

- C. The Commercial Weather Based Irrigation Controller Rebate Program will incentivize the installation of controllers and save approximately 183 AF of water. Implementation activities include marketing, processing, and issuance of rebates for installation of approximately 182 controllers.
- D. The Water Efficient Landscape Rebate Program will incentivize the conversion of lawns to water-wise landscaping and will save approximately 2,114 AF of water. Implementation activities include marketing, processing, and issuance of rebates for the conversion of approximately 1.83 million square-feet of lawn to water-wise landscapes.
- E. The Smart Metering Device Project will install agency-owned smart water meters and incentivize the installation of customer-owned smart meters through processing and issuance of rebates. These devices provide customers detailed information on water use and provide leak alerts. The project will install up to approximately 27,348 meters and will save approximately 4,742 AF of water.
- F. The Customer Water Report Project provides education and outreach in the form of regular water use reports with customized conservation recommendations directly to customers via email or hard copy. This project will deliver approximately 287,440 reports and will save approximately 3,157 AF of water.
- G. The Component Analysis Project is a decision support tool where participating water suppliers will conduct water loss analyses on their distribution systems to help identify leaks in their system and address requirements of California SB 555. Approximately 22 analyses will be conducted and will save approximately 2,260 AF of water.

Deliverables:

- Copies of public outreach, marketing, and promotional/web link materials
- List of trainings held and copy of attendance sheets (QWEL)
- Examples of rebate applications
- Quarterly numbers of rebates issued and square-feet of lawn converted
- Quarterly numbers of smart metering devices installed
- Quarterly numbers of customer water reports delivered
- Completed Water Loss Analyses Report (Component Analysis Project)

PLACEHOLDER PROJECTS

As per Paragraph 5 of this Agreement, the following projects are included in the Agreement as placeholder projects. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement as per Paragraph 5) A.ii.

PROJECT 6: River Oaks Stormwater Capture Project

IMPLEMENTING AGENCY: City of San Jose

PROJECT DESCRIPTION: The Project will modify an existing pump station with green stormwater infrastructure (GSI) to treat stormwater runoff from approximately 344 acres. A diversion structure will be installed inside the pump station to redirect flows into the detention basin, which will be excavated and reconstructed as a bioretention area. A trash rack will be installed downstream of the diversion structure to remove trash and debris. The existing perimeter fencing will be removed and walkways surrounding the basin will be enhanced to provide public accessibility and connect the adjacent neighborhood more directly to the Guadalupe River Trail, if feasible. Educational signage will inform visitors of native species and the benefits of GSI.

PROJECT 7: Upstream of Highway 101 - San Francisquito Creek Flood Protection and Ecosystem Restoration Project

IMPLEMENTING AGENCY: San Francisquito Creek Joint Powers Authority (SFCJPA)

PROJECT DESCRIPTION: The project will improve floodwater conveyance, lower water surface elevations, decrease stream velocities, and restore riparian habitat by implementing the following activities:

- Remove a large in-channel concrete terrace in East Palo Alto that acts as a hydraulic constriction and regrade the creek bank in this area to a stable slope that will be vegetated with native plants and trees.
- Cut back slopes retained by sacked concrete and replace with retaining walls (soil nail walls or sheet piles) that include rock and native vegetation at the toe, to remove constrictions and improve stream function at four locations.

This project will protect approximately 45 acres of existing, densely populated floodplain area up to an event similar to the 1998 flood of record. It will increase the conveyance capacity of San Francisquito Creek from approximately 5,800 cubic feet per second (cfs) flow to approximately 7,650 cfs. This will benefit a portion of a delineated Disadvantaged Community by preventing a repeat of residential inundation and road closures during high flow events. The project will restore riparian habitat within San Francisquito Creek by removing an in-channel concrete terrace along approximately 300 feet of creek bank, and re-grading and vegetating the creek bank. In other areas, aging sacked concrete and embankment material will be removed which will improve stream function.

PROJECT 8: San Francisco Zoo Recycled Water Pipeline Project**IMPLEMENTING AGENCY: San Francisco Public Utilities Commission**

PROJECT DESCRIPTION: The San Francisco Public Utilities Commission (SFPUC) is constructing a Recycled Water Treatment Facility (RWTF), which will have treatment capacity to serve the Zoo's non-potable demands. This project will convert the San Francisco Zoo groundwater supply and distribution system to a recycled water supply and distribution system, except for end uses that need to be converted to potable water (e.g., drinking water for animals). The Zoo currently relies on groundwater pumped from the Westside Groundwater Basin to supply an annual average of approximately 100 million gallons of water per year (MGY), to supply various non-potable demands such as irrigation, cleaning, and replenishment of surface water bodies, animal exhibit washdown and pool refilling, and general cleaning. Supplying these demands with recycled water will offset close to 100% of the annual groundwater use and conserve high-quality groundwater to supplement potable water supplies in San Francisco.

The project includes a new recycled water pipeline, approximately 1,340 feet in length, that will connect the Zoo groundwater reservoir to the existing recycled water distribution line. The new pipeline will be primarily located in Sloat Blvd. and then connect to an existing stub-out provided during construction of the distribution line. The line will go through the eastern wall of the Zoo reservoir to fill the reservoir. The incoming existing 8-inch ductile iron groundwater line will be kept as a backup water source to the reservoir. In addition to the new recycled water line, an emergency overflow will be constructed to prevent recycled water from coming into contact with the existing groundwater pipe. The project will also include a series of small retrofits including signage installation and tagging of fixtures that will need to be completed throughout the areas of the Zoo and Lower Great Highway served by the existing groundwater distribution system to meet Title 22 compliance.

EXHIBIT B**BUDGET****PROPOSITION 1 ROUND 1 SAN FRANCISCO BAY AREA IRWM IMPLEMENTATION GRANT****AGREEMENT BUDGET SUMMARY**

		Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost	Percent Cost Share
	Grant Administration	\$994,550	N/A	\$0	\$994,550	N/A
	PROJECTS					
1	RD1 System Fish Passage Improvements	\$3,346,992	\$5,288,008	\$0	\$8,635,000	61%
2	Lower Walnut Creek Restoration	\$1,434,425	\$1,500,000	\$40,000	\$2,974,425	50%
3	North Bay Water Reuse Program Phase 2	\$4,061,270	\$4,100,000	\$37,500	\$8,198,770	50%
4	Calistoga Water and Habitat Project	\$2,028,808	\$455,372	\$1,875,139	\$4,359,319	10%
5	Bay Area Regional Water Conservation	\$4,177,875	\$4,177,875	\$0	\$8,355,750	50%
6	River Oaks Stormwater Capture Project	\$3,203,550	\$3,496,450	\$0	\$6,700,000	52%
7	Upstream of Highway 101 – San Francisquito Creek Flood Protection, Ecosystem Restoration, and Recreation Project	\$2,964,479	\$4,000,000	\$0	\$6,964,479	57%
8	San Francisco Zoo Recycled Water Pipeline Project	\$538,051	\$422,849	\$0	\$960,900	44%
GRAND TOTAL		\$22,750,000	\$23,440,554	\$1,952,639	\$48,143,193	-

Grant Administration

Implementing Agency: Association of Bay Area Governments

BUDGET CATEGORY		Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost
a	Grant Administration	\$994,550	N/A	\$0	\$994,550
TOTAL COSTS		\$994,550	N/A	\$0	\$994,550

PROJECT 1: RD1 System Fish Passage Improvements

Implementing Agency: Alameda County Water District (ACWD)

Project directly serves a need of a Disadvantaged Community: **No**

BUDGET CATEGORY		Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
a	Project Administration**	\$0	\$0	\$0	\$0
b	Land Purchase / Easement	\$0	\$0	\$0	\$0
c	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$0	\$0
d	Construction / Implementation	\$3,346,992	\$5,288,008	\$0	\$8,635,000
TOTAL COSTS		\$3,346,992	\$5,288,008	\$0	\$8,635,000

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Cost share comprises \$4,471,382 provided by ACWD and \$816,626 provided by local funds from Alameda County Flood Control District.

PROJECT 2: Lower Walnut Creek Restoration

Implementing Agency: Contra Costa County Flood Control and Water Conservation District

Project directly serves a need of a Disadvantaged Community: **No**

BUDGET CATEGORY		Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
a	Project Administration	\$0	\$0	\$40,000	\$40,000
b	Land Purchase / Easement	\$0	\$0	\$0	\$0
c	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$0	\$0
d	Construction / Implementation	\$1,434,425	\$1,500,000	\$0	\$2,934,425
TOTAL COSTS		\$1,434,425	\$1,500,000	\$40,000	\$2,974,425

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Cost Share comprises \$1,500,000 Federal EPA funding.

**Other Cost Share will be provided by Contra Costa County Flood Control and Water Conservation District.

PROJECT 3: North Bay Water Reuse Program Phase 2

Implementing Agency: Sonoma County Water Agency

Project directly serves a need of a Disadvantaged Community: **No**

BUDGET CATEGORY		Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
a	Project Administration	\$0	\$0	\$37,500	\$37,500
b	Land Purchase / Easement	\$0	\$0	\$0	\$0
c	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$0	\$0
d	Construction / Implementation	\$4,061,270	\$4,100,000	\$0	\$8,161,270
TOTAL COSTS		\$4,061,270	\$4,100,000	\$37,500	\$8,198,770

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Cost Share comprises the Sonoma Water Recycled Water Fund, Petaluma Wastewater Enterprise Funds, and American Canyon Zero Water Footprint Fund.

**Other Cost Share will be provided by Sonoma County Water Agency.

PROJECT 4: Calistoga Water and Habitat Project

Implementing Agency: City of Calistoga

Project directly serves a need of a Disadvantaged Community: **Yes**

BUDGET CATEGORY		Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
a	Project Administration	\$63,750	\$0	\$0	\$63,750
b	Land Purchase / Easement	\$0	\$0	\$110,500	\$110,500
c	Planning / Design / Engineering / Environmental Documentation	\$412,527	\$455,372	\$0	\$867,899
d	Construction / Implementation	\$1,552,531	\$0	\$1,764,639	\$3,317,170
TOTAL COSTS		\$2,028,808	\$455,372	\$1,875,139	\$4,359,319

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Local Project Sponsor received a 100% DAC/EDA cost share waiver for two of the three project elements (Conn Creek and Riverside Ponds). The cost share for Calistoga is from the Federal Hazard Mitigation Grant Program.

**Cost Share comprises TDA-3 funds.

PROJECT 5: Bay Area Regional Water Conservation

Implementing Agency: East Bay Municipal Water District

Project directly serves a need of a Disadvantaged Community: **No**

BUDGET CATEGORY		Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
a	Project Administration	\$150,000	\$150,000	\$0	\$300,000
b	Land Purchase / Easement	\$0	\$0	\$0	\$0
c	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$0	\$0
d	Construction / Implementation	\$4,027,875	\$4,027,875	\$0	\$8,055,750
TOTAL COSTS		\$4,177,875	\$4,177,875	\$0	\$8,355,750

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Cost Share comprises funds from each of the eleven participating agencies including, Sonoma Water, City of Napa, Solano County Water Agency, Marin Municipal Water District, East Bay Municipal Utilities District, Contra Costa Water District, StopWaste.Org, BAWSCA member agencies, San Francisco Public Utilities Commission, Alameda County Water District, and Santa Clara Valley Water District.

PLACEHOLDER PROJECTS

PROJECT 6: River Oaks Stormwater Capture Project

Implementing Agency: City of San Jose

This project is included in the Agreement as a placeholder project. The detailed Budget will not be included in the Agreement until the project is fully incorporated into the Agreement as per Paragraph 5) A.ii.

PROJECT 7: Upstream of Highway 101 - San Francisquito Creek Flood Protection and Ecosystem Restoration Project

Implementing Agency: San Francisquito Creek JPA

This project is included in the Agreement as a placeholder project. The detailed Budget will not be included in the Agreement until the project is fully incorporated into the Agreement as per Paragraph 5) A.ii.

PROJECT 8: San Francisco Zoo Recycled Water Project

Implementing Agency: San Francisco Public Utilities Commission

This project is included in the Agreement as a placeholder project. The detailed Budget will not be included in the Agreement until the project is fully incorporated into the Agreement as per Paragraph 5) A.ii.

EXHIBIT C
SCHEDULE**PROPOSITION 1 ROUND 1 SAN FRANCISCO BAY AREA IRWM IMPLEMENTATION GRANT****Grant Administration**

BUDGET CATEGORY		Start Date	End Date
a	Grant Administration	06/03/2020	03/31/2025

PROJECT 1: RD1 System Fish Passage Improvements

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	01/01/2018	08/31/2022
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	02/07/2000	05/31/2022*
d	Construction / Implementation	11/01/2018	05/31/2022

*Project Performance Monitoring Plan is the only category c activity that overlaps with Construction.

PROJECT 2: Lower Walnut Creek Restoration

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	04/01/2020	03/31/2022
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	01/01/2016	03/31/2020
d	Construction / Implementation	01/01/2020	12/31/2021

*The overlap between Category c and Category d tasks is limited to contract services (Task 9); all Design and Project Performance Monitoring (Category C activities) will conclude prior to the start of Construction, in compliance with CEQA.

PROJECT 3: North Bay Water Reuse Phase II

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	01/01/2019	7/31/2024
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	01/01/2015	03/30/2023
d	Construction / Implementation	01/01/2020*	04/30/2024

*Overlap of Category c and d activities in the schedule is due to the differing timelines of the project's subcomponents. Each sub-project will complete its planning and design activities prior to initiation of construction/implementation. The only overlap that may remain includes the Project Performance Monitoring Plan activity, which may overlap with Construction.

PROJECT 4: Calistoga Water and Habitat Project

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	01/29/2016	01/15/2024
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	04/15/2017	12/30/2021
d	Construction / Implementation	01/01/2021*	10/15/2023

*Construction activities occurring between 1/1/2021 and 12/30/2021 will not include activities for which design is not yet complete.

PROJECT 5: Bay Area Water Conservation

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	01/01/2020	11/31/2024
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	06/03/2020	12/31/2020
d	Construction / Implementation	01/01/2019	10/31/2024

PLACEHOLDER PROJECTS

PROJECT 6: River Oaks Stormwater Capture Project

Implementing Agency: City of San Jose

This project is included in the Agreement as a placeholder project. The detailed Schedule will not be included in the Agreement until the project is fully incorporated into the Agreement as per Paragraph 5) A.ii.

PROJECT 7: Upstream of Highway 101 - San Francisquito Creek Flood Protection and Ecosystem Restoration Project

Implementing Agency: San Francisquito Creek JPA

This project is included in the Agreement as a placeholder project. The detailed Schedule will not be included in the Agreement until the project is fully incorporated into the Agreement as per Paragraph 5) A.ii.

PROJECT 8: San Francisco Zoo Recycled Water Project

Implementing Agency: San Francisco Public Utilities Commission

This project is included in the Agreement as a placeholder project. The detailed Schedule will not be included in the Agreement until the project is fully incorporated into the Agreement as per Paragraph 5) A.ii.

EXHIBIT D**STANDARD CONDITIONS**

- D.1. **ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**
- A. **Separate Accounting of Funding Disbursements:** 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 and disbursements 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. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
 - C. **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 AND SIGNAGE:** Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.3. **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. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.
- D.4. **AMERICANS WITH DISABILITIES ACT:** By signing this Grant agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- D.5. **AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit 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 12 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

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 (3) years after final payment under this Grant agreement with respect of all matters connected with this Grant agreement, including but not limited to, the cost of administering this Grant agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Water Code, § 79708, subd. (b).)

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant agreement does not appropriate sufficient funds for this 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, by Executive Order, or by order of the Department of Finance, the 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.7. CALIFORNIA CONSERVATION CORPS: Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. CEQA: Activities funded under this Grant agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12, "Default Provisions."
- D.9. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 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 Family Code section 5200 et seq.; 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.10. 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 DWR Project Representative, 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.11. **COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12. **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.13. **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. (Gov. 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.14. **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.15. **DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than thirty (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 sixty (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.16. **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 (Gov. 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.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 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 section 8355, 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.17. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
Failure to provide an easement acceptable to the State may result in termination of this Agreement.
- D.18. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering 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.
- D.19. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
 - 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 funding.
 - C. Comply with all applicable California, federal, and local laws and regulations.
 - D. Implement the Project in accordance with applicable provisions of the law.
 - E. Fulfill its obligations under the Grant agreement and be responsible for the performance of the Project.
 - F. Obtain 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 Project. Grantee shall provide copies of permits and approvals to State.

- G. Be 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 Agreement.
- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. GOVERNING LAW: This Grant agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.22. 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 Project 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 insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. 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.24. 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.25. 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.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers'

compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.27. **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 Exhibits A, B, and C 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 the 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 Program Manager in writing.
- D.28. **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, gender identity, 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/domestic partner status, and denial of medical 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 California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. 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.29. **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.30. **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. **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 Public Contract Code section 10353.
- D.32. **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 Project, 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 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.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. 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.36. RETENTION: The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple Components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.
- D.37. 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. (Gov. 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.38. 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.39. SUSPENSION OF PAYMENTS: This Grant agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Grantee, its contractors, or subcontractors have made a false certification, or
 - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant agreement.
- D.40. 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.41. 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.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 12, "Default Provisions," 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 12, "Default Provisions."
- D.43. 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.44. 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.45. TIMELINESS: Time is of the essence in this Grant agreement.
- D.46. TRAVEL – DAC, EDA, TRIBES PROJECT: Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the State.
- D.47. UNION ORGANIZING: Grantee, by signing this Grant agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant agreement. Furthermore, Grantee, by signing this Grant agreement, hereby certifies that:
- A. No State funds disbursed by this Grant agreement will be used to assist, promote, or deter union organizing.
 - B. Grantee shall account for State funds disbursed for a specific expenditure by this Grant agreement to show those funds were allocated to that expenditure.
 - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.48. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this 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.

EXHIBIT E
AUTHORIZING RESOLUTION

ASSOCIATION OF BAY AREA GOVERNMENTS
EXECUTIVE BOARD

RESOLUTION NO. 06-19

**AUTHORIZATION TO SUBMIT A PROPOSAL TO THE CALIFORNIA DEPARTMENT
OF WATER RESOURCES TO OBTAIN A PROPOSITION 1 INTEGRATED
REGIONAL WATER MANAGEMENT GRANT AND TO ENTER IN AN AGREEMENT
TO RECEIVE A GRANT FOR THE ROUND 1 IMPLEMENTATION PROGRAM**

WHEREAS, the Association of Bay Area Governments (ABAG), is a “public agency” within the meaning of Section 6500 of the California Joint Exercise of Powers Act, consisting of Sections 6500 through 6599.3 of the California Government Code, as amended from time to time (the “Joint Powers Act”); and

WHEREAS, ABAG is the home agency for the San Francisco Estuary Partnership (SFEP), a coalition of resource agencies, nonprofits, 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 and the Metropolitan Transportation Commission (MTC) have entered into a Contract for Services effective May 30, 2017, whereby MTC staff provides support services for ABAG.

NOW, THEREFORE, BE IT RESOLVED, that the Executive Board of the Association of Bay Area Governments hereby authorizes the Executive Director of the Metropolitan Transportation Commission, or her designee, on behalf of the Association of Bay Area Governments and the San Francisco Estuary Partnership, to submit a proposal to the California Department of Water Resources (DWR) to obtain a Proposition 1 Integrated Regional Water Management Implementation Grant pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code § 79700 et seq.) for integrated regional water management projects from December 1, 2019 to December 31, 2024 in the amount of \$22,750,000 and, if approved, to enter in an agreement to receive a grant for Round 1 Implementation; and be it further

**ASSOCIATION OF BAY AREA GOVERNMENTS
RESOLUTION NO. 06-19**

RESOLVED, that the Executive Board and the Association of Bay Area Governments, hereby authorizes and directs the Executive Director of the Metropolitan Transportation Commission, or her designee, on behalf of ABAG and SFEP, to prepare the necessary data, conduct investigations, file such proposal, and execute a grant agreement with California Department of Water Resources.

The foregoing was adopted by the Executive Board this 19th day of September, 2019.



David Rabbitt
President

Certification of Executive Board Approval

I, the undersigned, the appointed and qualified Clerk of the Board 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 19th day of September, 2019.



Frederick Castro
Clerk of the Board

DocuSign Envelope ID: EEEEC496-840D-458E-8D82-28F2638F36AA

ASSOCIATION OF BAY AREA GOVERNMENTS

Representing City and County Governments of the San Francisco Bay Area



ABAG

Project: Integrated Regional Water Management (IRWM) Program
To: Carmel Brown, P.E., Chief Financial Assistance Branch, Division of Integrated Regional Assistance, California Department of Water Resources
CC: Aston Tennefoss, IRWM Grant Manager – San Francisco Bay Area, Division of Water Resources
From: Therese W. McMillan, Executive Director, Metropolitan Transportation Commission
Date: June 16, 2020

Confirming ABAG Acceptance of Round 1 Proposition 1 IRWM Implementation Grant Award of \$22,750,000 AND Approval of the Use of DocuSign for ABAG for IRWM Prop 1 Grant-Related Documents

Ms. Brown,

ABAG received the Department of Water Resources Award Notification Letter, dated June 9, 2020, regarding commitment of the award to ABAG for our Building Resilience for Sustainable Communities proposal under the 2019 Proposition 1 Integrated Regional Water Management Implementation Grant program. On behalf of ABAG, I hereby confirm ABAG’s acceptance of the award amount of \$22,750,000 in grant funding. Additionally, as detailed in our proposal budget, ABAG is committed to providing 50% match of the total project costs in the proposal budget that will be provided by our Local Project Sponsors.

To expedite the processing of ABAG grant-related materials between the Department of Water Resources and the Association of Bay Area Governments, I hereby approve and consent to the use of DocuSign as an acceptable method of processing all documents related to this award including but not limited to contracts, amendments, invoices, and supporting documents.

We look forward to working with the Department of Water Resources and the Local Project Sponsors to implement the projects funded under this award.

Sincerely,

DocuSigned by:
Therese W. McMillan

6/17/2020

9FD56424D5A54BA...

Therese W. McMillan

Date

Executive Director, Metropolitan Transportation Commission
Acting Pursuant to the Contract for Services, dated May 30, 2017

EXHIBIT F

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, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Budget projections for grant share for the next two quarters

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The 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.
- 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, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed (i.e., additional cost share); 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, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

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 funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion of: each project completed and how they achieved IRWM Plan objectives and/or Regional goals and whether the level, type, or magnitude of benefits of the project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; the benefits to DAC and/or EDA as part of this Grant Agreement if a DAC or EDA Cost Share Waiver was approved for a project; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source (i.e., 2019 Proposition 1 IRWM Implementation Grant)
 - Report number
- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)

- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

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: https://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: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

EXHIBIT H**STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE**

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document RequirementsInternal Controls

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

State Funding:

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

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies 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 grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

EXHIBIT I

LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

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

Local Project Sponsor Agency Designation

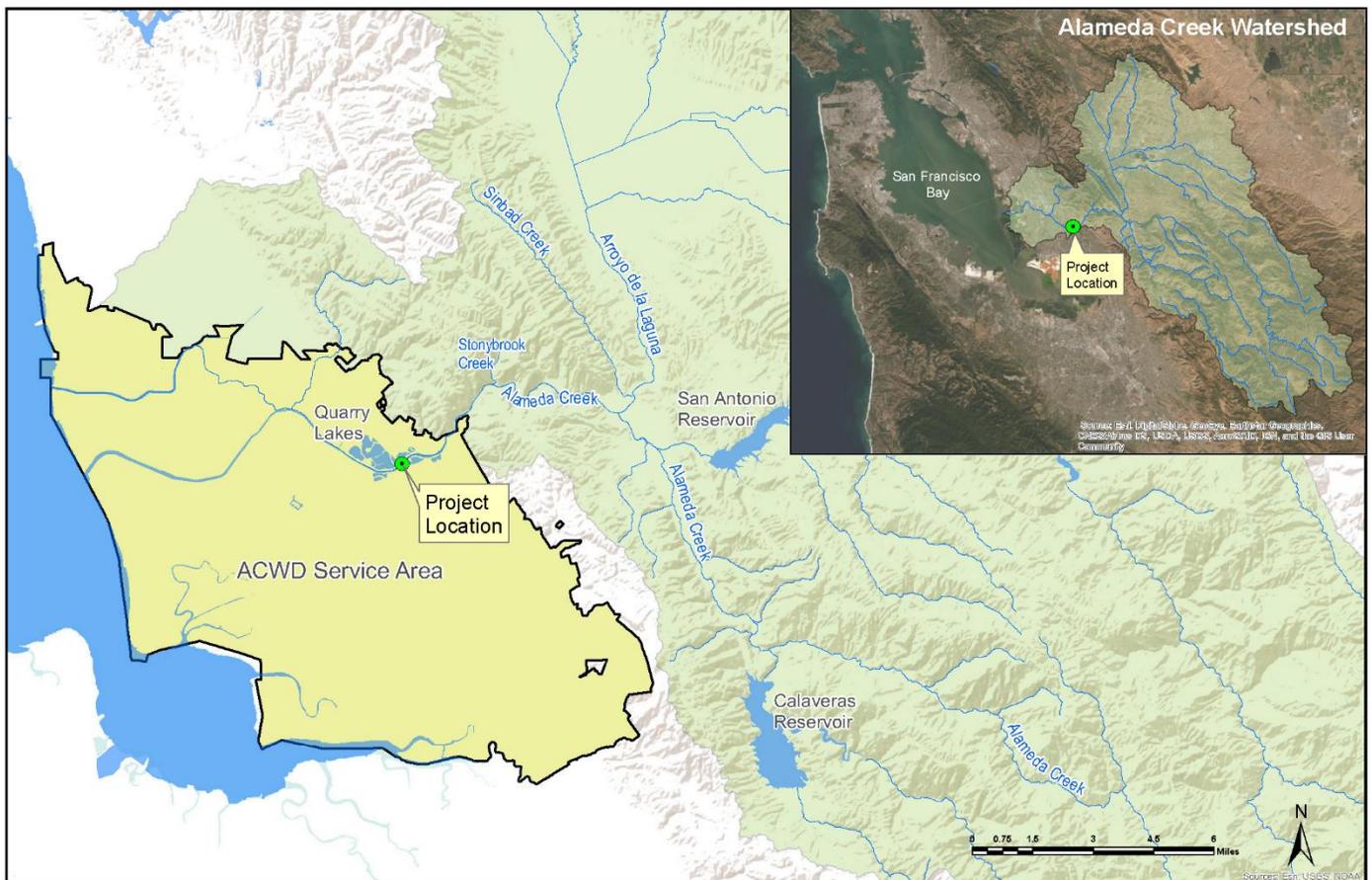
Sponsored Project: Project 1: RD1 System Fish Passage Improvements

Sponsor Agency: Alameda County Water District (ACWD)

Agency Address: 43885 S Grimmer Blvd, Fremont, CA 94538

Project Location: Fremont, California (37.570389, -121.9875000)

The worksite is located on approximately 12.5 acres of land within the Alameda Creek Flood Control Channel and owned by ACFCD. The land is approximately one quarter mile downstream of I Street in the city of Fremont in Alameda County, California.



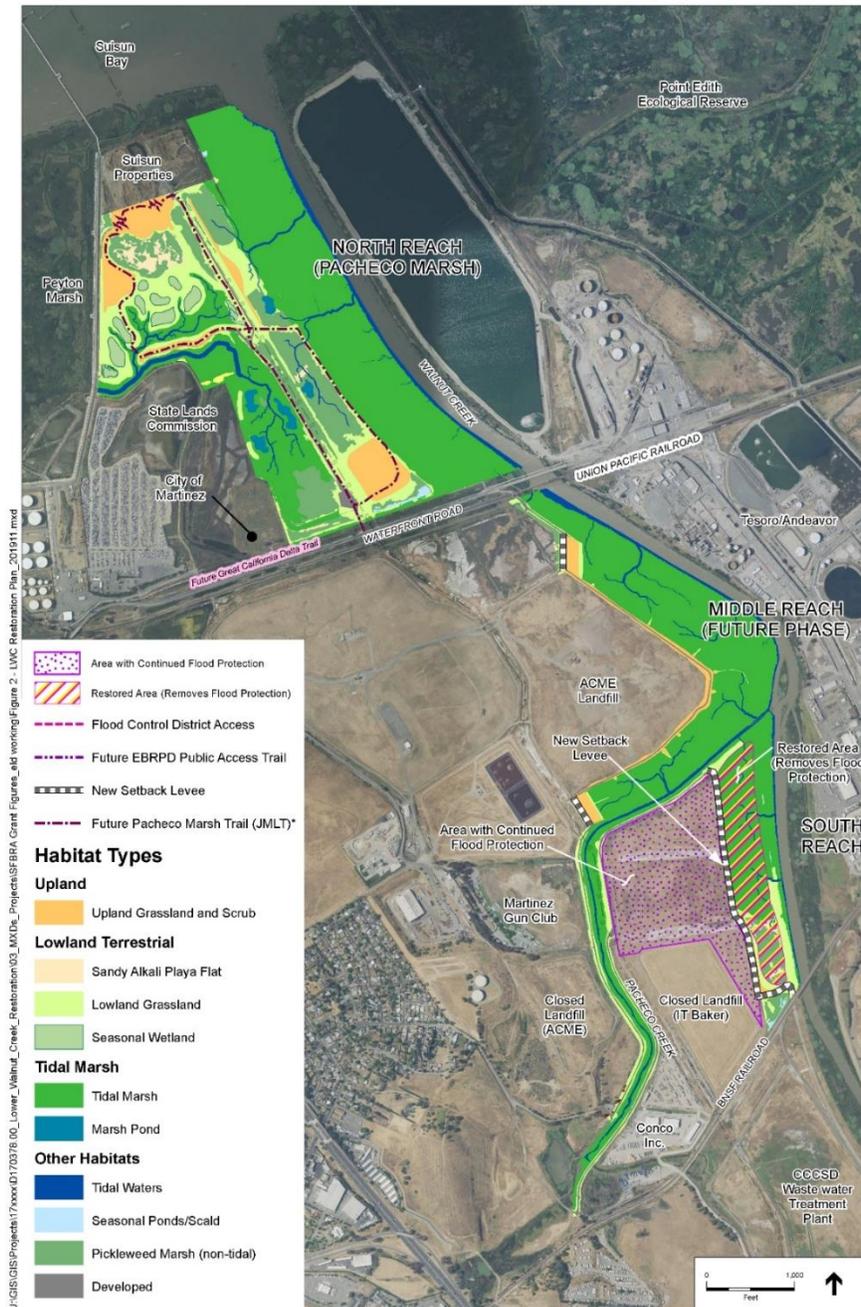
Local Project Sponsor Agency Designation

Sponsored Project: Project 2: Lower Walnut Creek Restoration

Sponsor Agency: Contra Costa County Flood Control and Water Conservation District

Agency Address: 651 Pine Street, Martinez, CA 94553

Project Location: Contra Costa County, California (38.034535, -122.087162)



Local Project Sponsor Agency Designation

Sponsored Project: Project 3: River Oaks Stormwater Capture Project

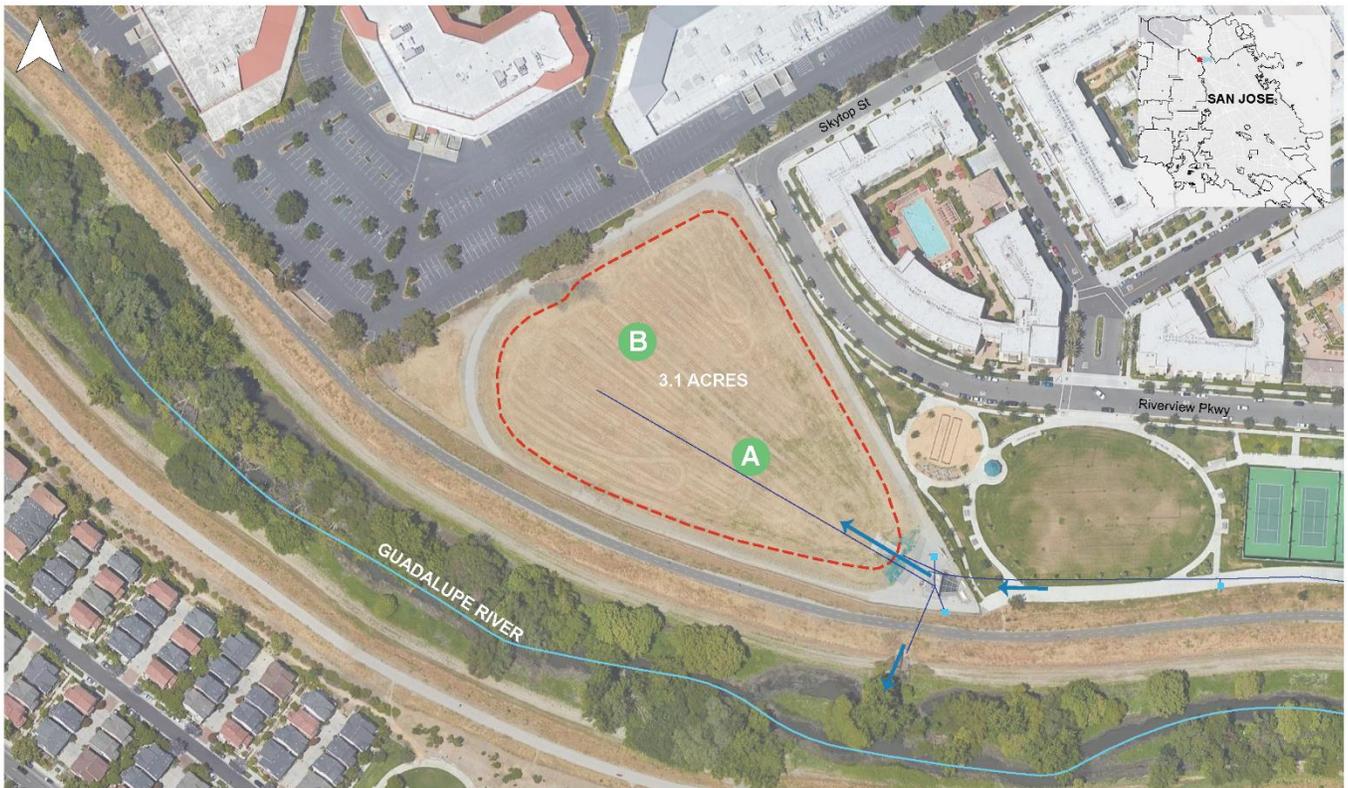
Sponsor Agency: City of San Jose

Agency Address: 200 E. Santa Clara Street, San Jose, CA 95113

Project Location: San Jose, California (37.401944, -121.946111)

RIVER OAKS PUMP STATION REGIONAL STORMWATER CAPTURE CONCEPT

CONCEPT BASEMAP



- LEGEND**
- Project Footprint
 - Catch Basin
 - Flow Direction
 - Creek / Channel
 - Storm Drain Network
 - See Example Image on Next Page

0 100 200 ft

Local Project Sponsor Agency Designation

Sponsored Project: Project 4: North Bay Water Reuse Program

Sponsor Agency: Sonoma County Water Agency

Agency Address: 404 Aviation Boulevard, Santa Rosa, CA 95403

Project Location: Petaluma, California (38.228056, -122.581111)

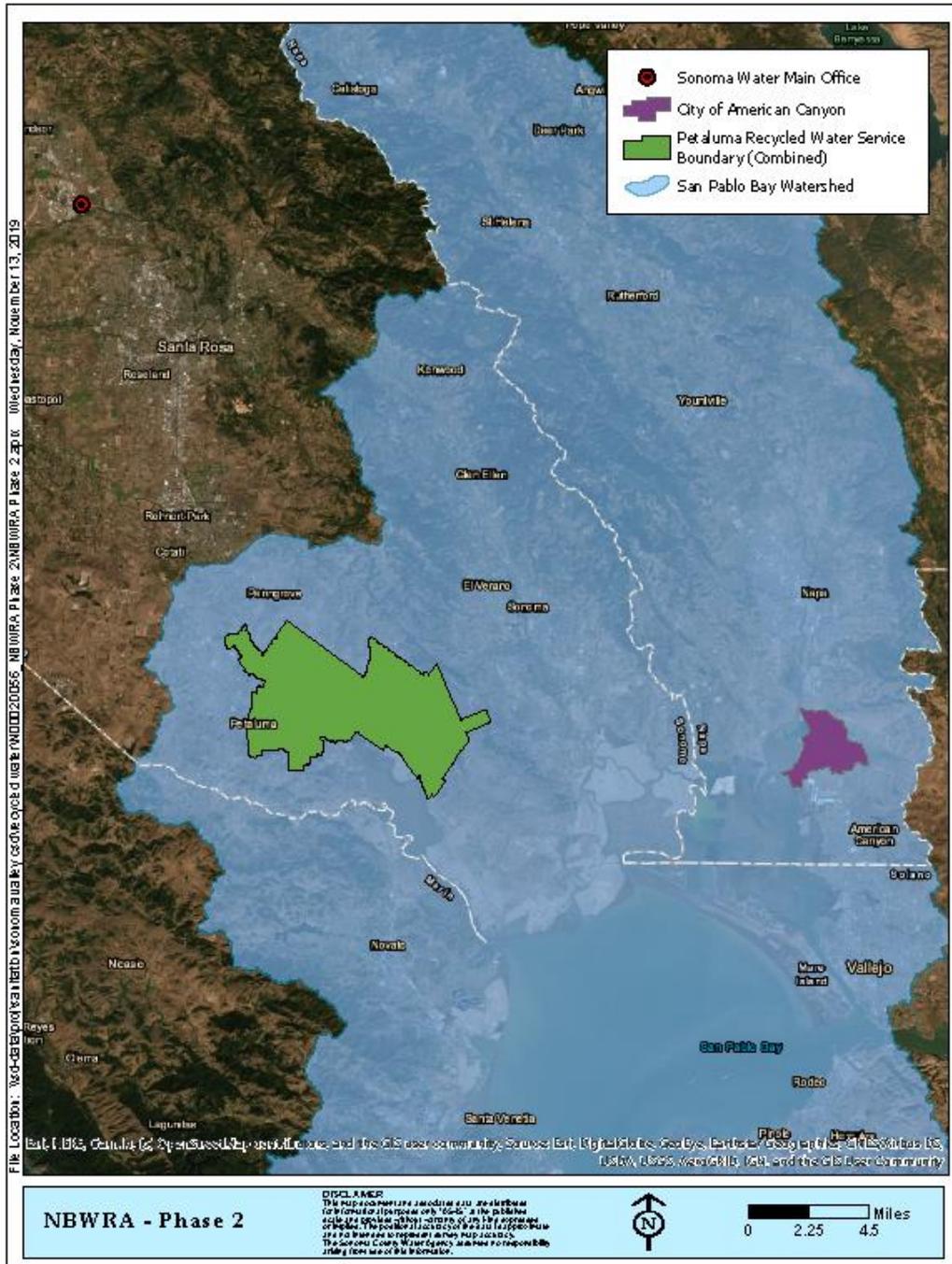
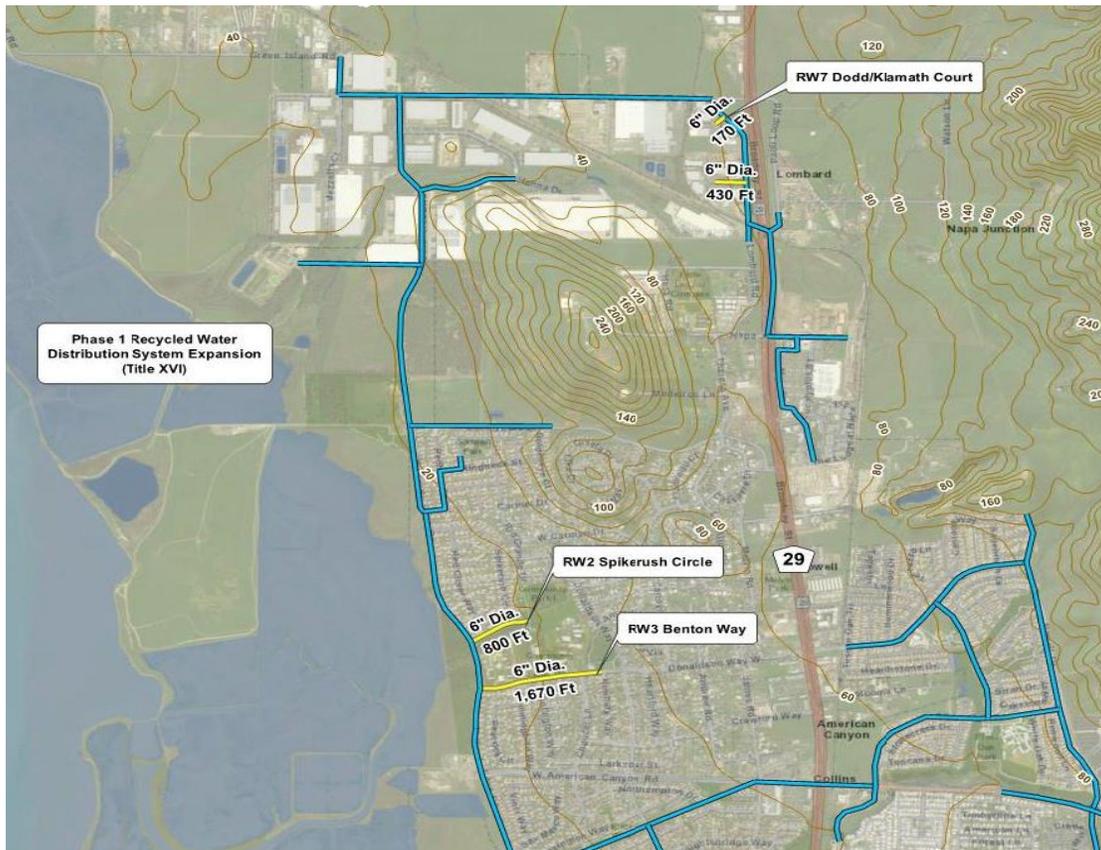
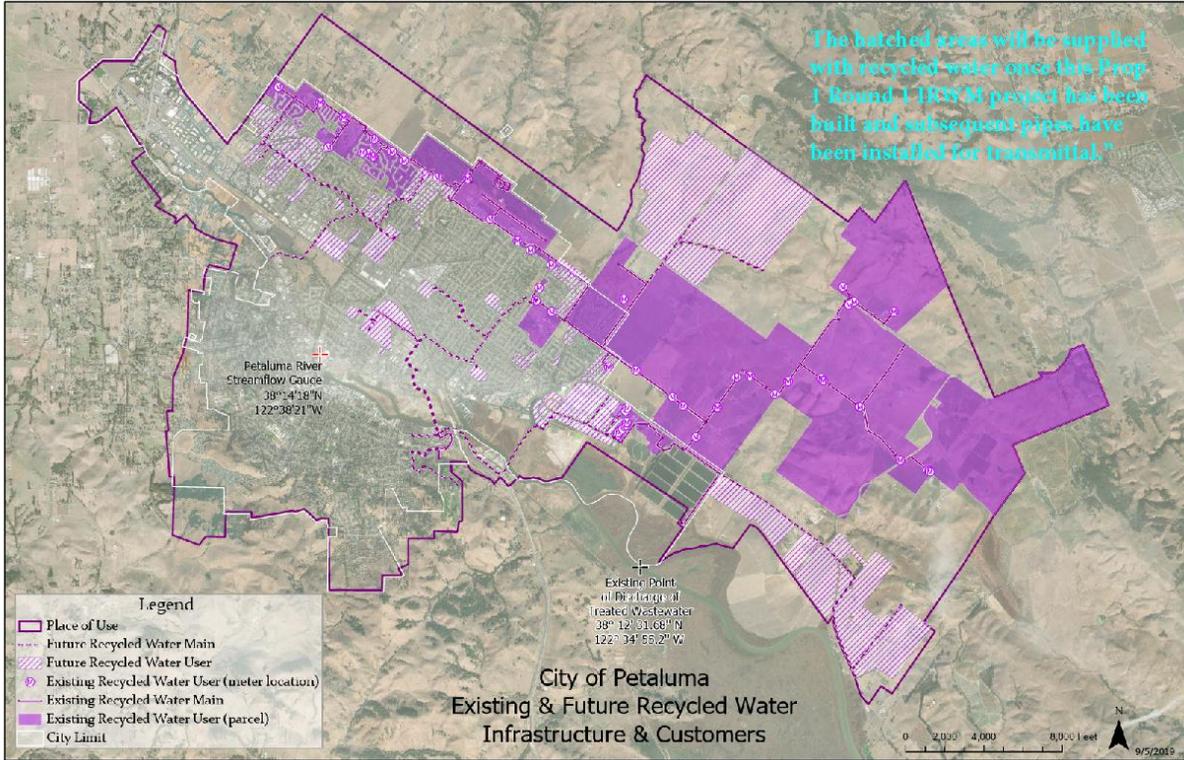


Figure 1: San Pablo Bay Watershed with service boundaries for City of Petaluma and American Canyon



City of American Canyon - Recycled Water Distribution System Expansion Project (IRWM funded additions in yellow)

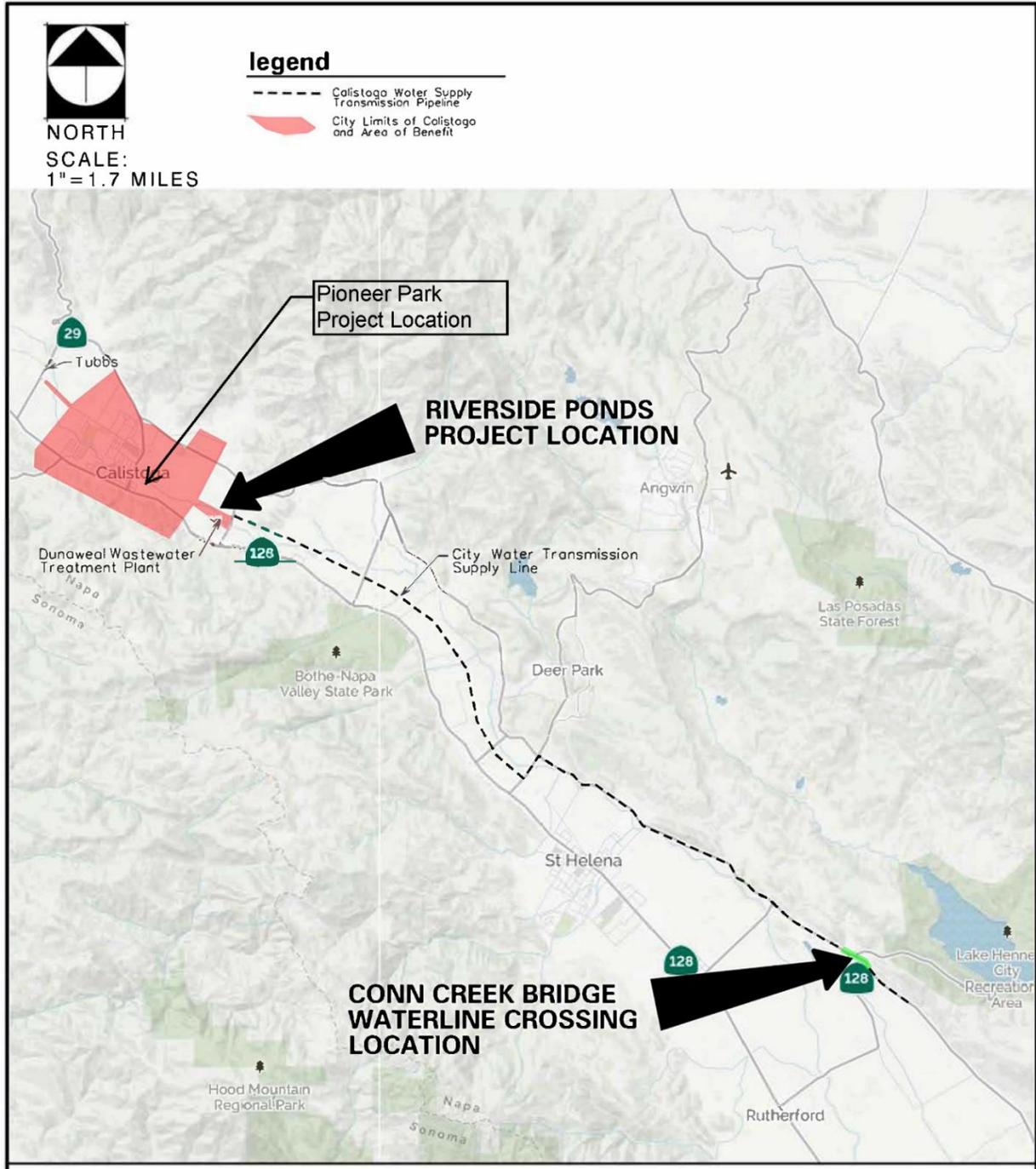
Local Project Sponsor Agency Designation

Sponsored Project: Project 5: Calistoga Water and Habitat Program

Sponsor Agency: City of Calistoga

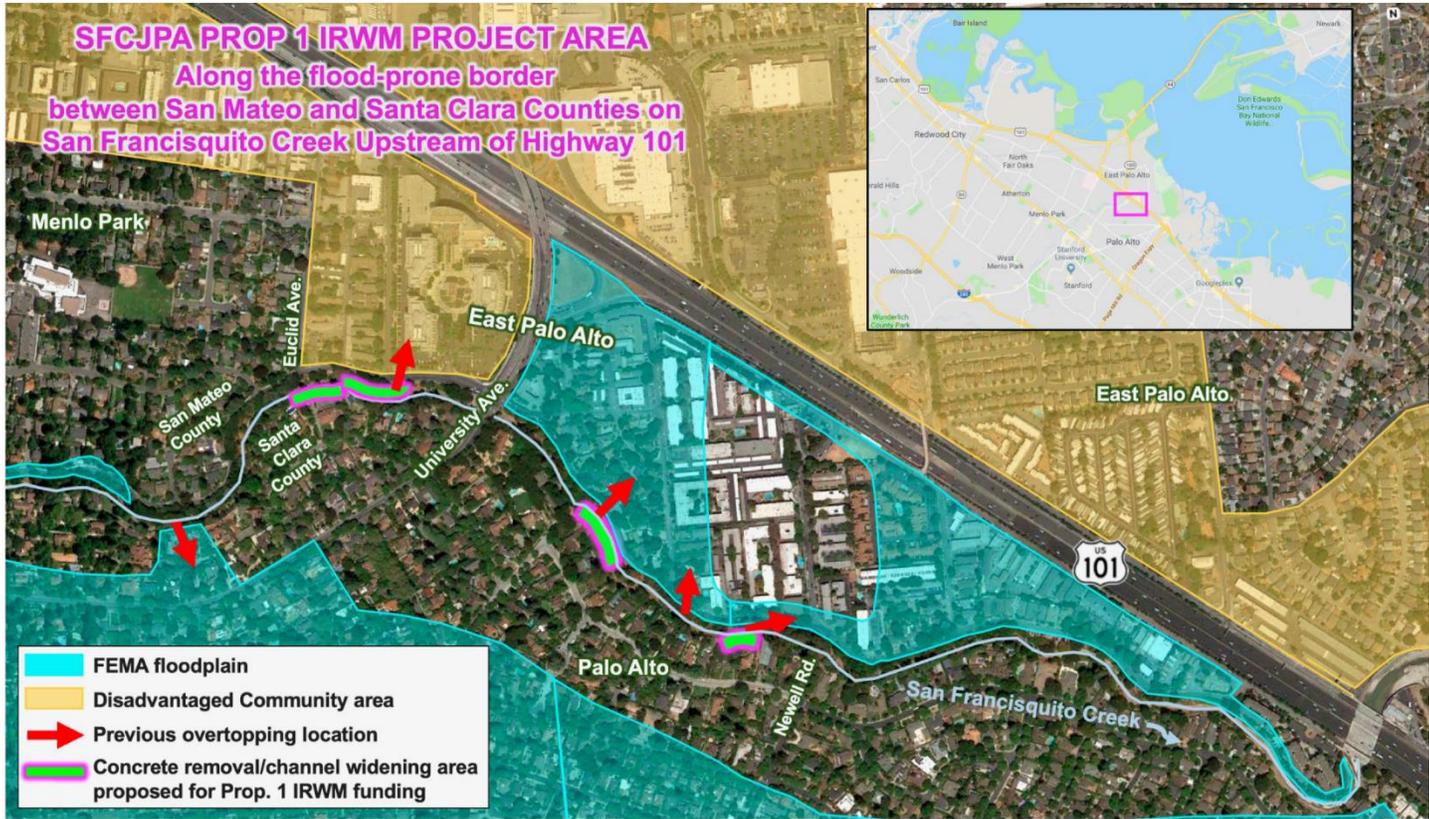
Agency Address: 1307 Washington Street, Calistoga, CA 94515

Project Location: A: Calistoga, CA (38.577492, -122.580694)
B: Calistoga, CA (38.570258, -122.557000)
C: St Helena, California (38.486255, -122.403812)



Placeholder Project: Local Project Sponsor Agency Designation

Sponsored Project:	Project 6: Upstream of Highway 101: San Francisquito Creek Flood Protection and Ecosystem Restoration Project
Sponsor Agency:	San Francisquito Creek Joint Powers Authority
Agency Address:	615 B Menlo Ave, Menlo Park, CA 94025
Project Location:	East Palo Alto, California (37.454167, -122.135278)



San Francisquito Creek Upstream Project Map, DWR IRWM Prop 1 Grant

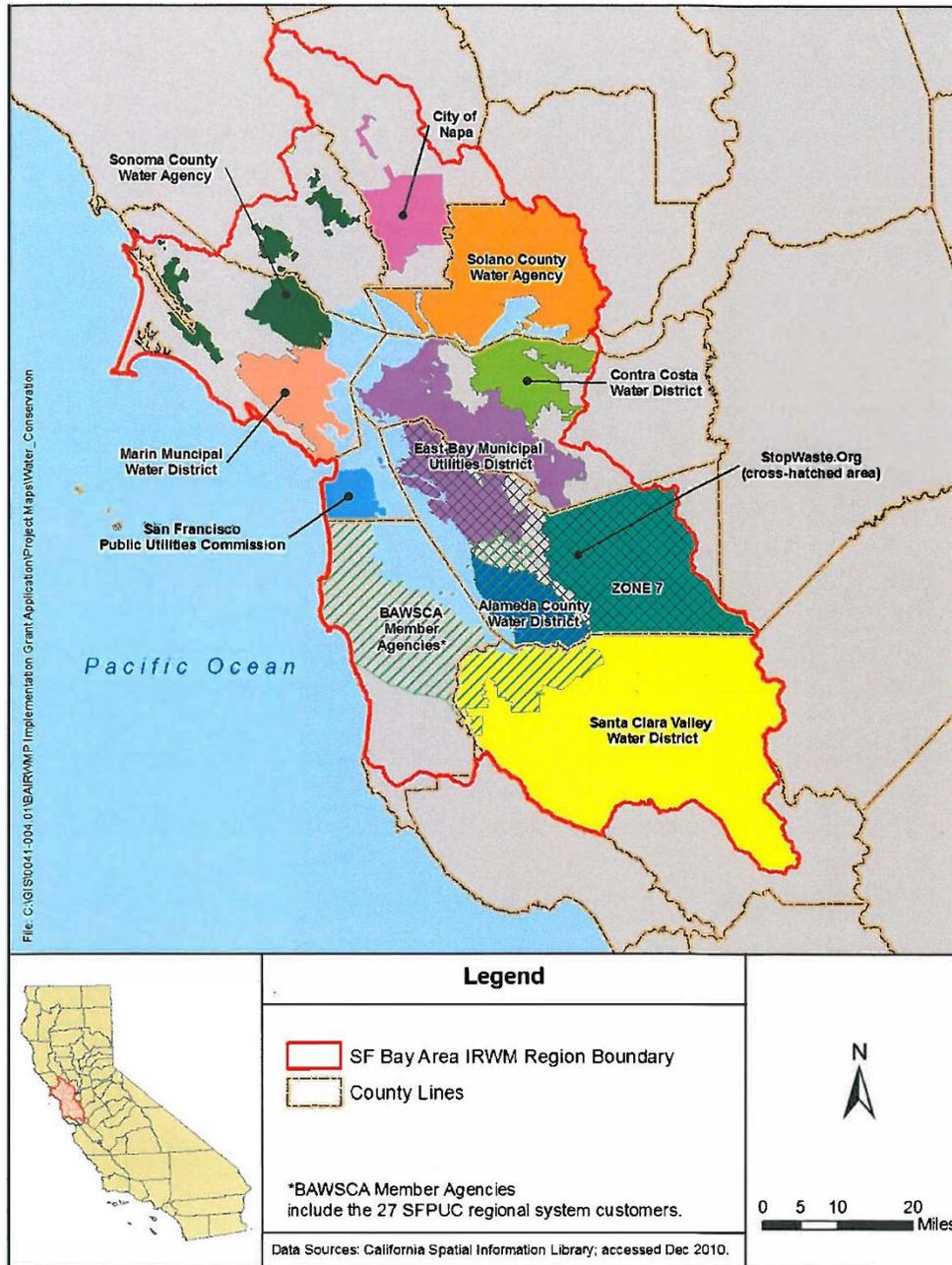
Placeholder Project: Local Project Sponsor Agency Designation

Sponsored Project: Project 7: Bay Area Regional Water Conservation

Sponsor Agency: East Bay Municipal Water District

Agency Address: 375 11th St, Oakland, CA 94607

Project Location: Oakland, California (37.801389, -122.270833)



Placeholder Project: Local Project Sponsor Agency Designation

Sponsored Project: Project 8: San Francisco Zoo Recycled Water Pipeline

Sponsor Agency: San Francisco Public Utilities Commission

Agency Address: 525 Golden Gate Ave, San Francisco, CA 94102

Project Location: San Francisco, California (37.733333, -122.501389)

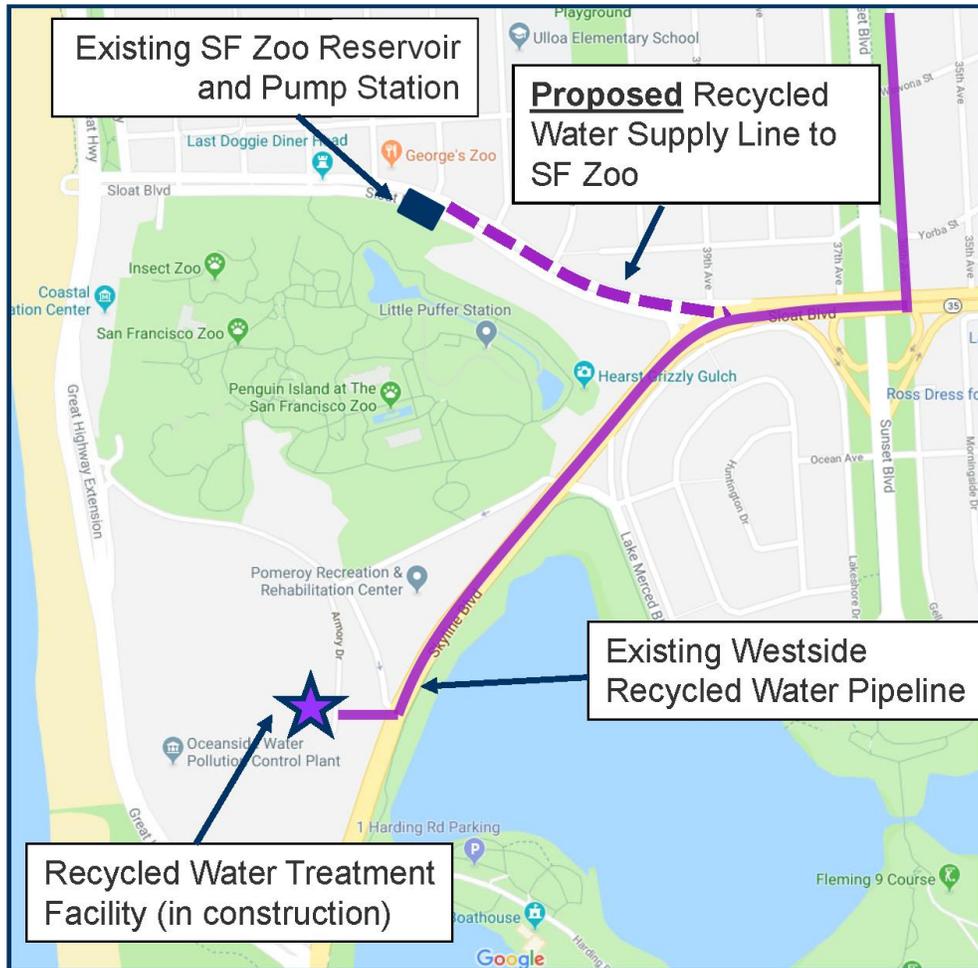


EXHIBIT J
APPRAISAL SPECIFICATIONS

Not Applicable

EXHIBIT K
INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

Not Applicable

EXHIBIT L

Project Monitoring Plan Guidance

Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?