

**DSRSD•EBMUD Recycled Water Authority
(DERWA)
Board of Directors**

NOTICE OF REGULAR MEETING

TIME: 6:00 p.m.
PLACE: Dublin San Ramon Services District Boardroom
7051 Dublin Boulevard
Dublin, California 94568

DATE: Monday, October 26, 2015

AGENDA

The mission of the DSRSD•EBMUD Recycled Water Authority is to maximize the amount of recycled water delivered while recovering its costs; in doing so it will provide a reliable and consistent supply of recycled water to DSRSD and EBMUD for service to each of the agencies' customers.

(Next Resolution No. 15-3)

**Recommended
Action**

1. CALL TO ORDER
2. PLEDGE TO THE FLAG
3. ROLL CALL - Members: Coleman, Duarte, Mellon and Vonheeder-Leopold
Alternates: Howard and Young
4. SPECIAL ANNOUNCEMENTS/ACTIVITIES
5. PUBLIC COMMENT (Meeting Open to Public)
At this time, those in the audience may address the Board on any item not already included in the agenda. Comments should not exceed five minutes. If this is not considered sufficient time to address the issue, please arrange with the Secretary to have that item placed on the agenda for a future Board meeting.
6. BOARD REORGANIZATION
Appointment of Authority Secretary Approve
by Motion
7. APPROVE MINUTES
Regular Board Meeting of April 27, 2015 Approve
by Motion
8. CONSENT CALENDAR
Matters listed under this item are considered routine and will be enacted by one action in the form listed below. There will be no separate discussion of these items unless requested by a Member of the Board or the public prior to the time the Board votes on the Motion to adopt.
 - A. Treasurer's Reports for April 30, May 31, June 30, July 31, August 31 and September 30, 2015 Approve
by Motion
 - B. Quarterly Investment Reports – March 31 and June 30, 2015 Approve
by Motion

	<u><i>Recommended Action</i></u>
C. Local Project Sponsor Agreement between ABAG/SFEP and DERWA – Proposition 84 Integrated Regional Water Management 2014 Drought Grant	Approve by Resolution
9. <u>BOARD BUSINESS</u>	
A. Proclamation of Appreciation for Nancy Gamble Hatfield’s Service as Authority Secretary	Approve by Motion
B. Proclamation of Appreciation for Bert Michalczyk’s Service to DERWA	Approve by Motion
C. Amendment One to the Agreement to Provide Recycled Water Treatment and Delivery Services by and between DERWA and the City of Pleasanton	Approve by Resolution
D. Authorizing Emergency Implementation of a Sixth Sand Filter Project at the DERWA Recycled Water Treatment Plant	Approve by Resolution
10. <u>MANAGER’S REPORTS</u>	
• Transition Planning for Authority Manager and Legal Counsel	
• Capital Projects Update – Recycled Water Treatment Plant Expansion Facilities Plan & Supplemental Water Workshop	
• Confirm Next Meeting Date – December 28, 2015	
11. <u>BOARDMEMBER ITEMS</u>	
12. <u>ADJOURNMENT</u>	

Information about and copies of supporting materials on agenda items are available for public review at 7051 Dublin Boulevard, Dublin, at the Reception Desk, or by calling the Authority Secretary at (925) 828-0515. A fee may be charged for copies. During the meeting, information and supporting materials are available by the doorway into the Boardroom. Authority facilities and meetings comply with the Americans with Disabilities Act. If special accommodations are needed, please contact the Authority Secretary as soon as possible, but at least two days prior to the meeting.

DERWA
Summary & Recommendation

Appointment of Authority Secretary

Summary:

The DSRSD•EBMUD Joint Exercise of Powers Agreement (JPA) requires the election of Chair and Vice Chair by a majority vote of the Directors. The JPA provides that the officers of the Board hold office until the next election or relieved by their agency.

In addition, the JPA provides that appointment of the Authority Secretary follows the same procedure (method of appointment, time of appointment and term) as the Chair and Vice Chair. Thus, following the retirement of Authority Secretary Nancy Gamble Hatfield, the appointment of a new Authority Secretary should be considered. Nicole Genzale has filled the position previously held at DSRSD by Nancy Hatfield. Therefore, it would be appropriate to recommend her for this appointment.

Recommendation:

The Authority Manager recommends the Board Appoint, by Motion, Nicole Genzale as Authority Secretary for 2015.

October 26, 2015

**DSRSD • EBMUD RECYCLED WATER AUTHORITY
(DERWA)**

**Board of Directors Regular Meeting Minutes
Monday, April 27, 2015**

Dublin San Ramon Services District
7051 Dublin Boulevard, Dublin, California

1. CALL TO ORDER – Chair Howard called the DSRSD • EBMUD Recycled Water Authority (DERWA) meeting to order at 6:00 p.m. at the Dublin San Ramon Services District Boardroom.

2. PLEDGE TO THE FLAG

3. ROLL CALL – Directors present: Chair Pat Howard, Director Frank Mellon, Director Georgan Vonheeder-Leopold and Director John Coleman. DERWA Staff present: James Bewley, Authority Manager; Richard Lou, Treasurer; Robert Maddow, General Counsel and Susan Montague, Recording Secretary.

4. BOARD REORGANIZATION

A. Election of Board Chair

Motion by Director Mellon, Second by Chair Howard, to Nominate Director John Coleman as DERWA Chair for 2015. Motion carried (4-0) by the following vote:

AYES: Mellon, Howard, Vonheeder-Leopold, Coleman
NOES:

B. Election of Board Vice Chair

Motion by Director Howard, Second by Director Mellon, to Nominate Director Ed Duarte as DERWA Vice Chair for 2015. Motion carried (4-0) by the following vote:

AYES: Howard, Mellon, Vonheeder-Leopold, Coleman
NOES:

5. SPECIAL ANNOUNCEMENTS/ACTIVITIES

6. PUBLIC COMMENT – Former DSRSD Director Cynthia Jones introduced Sheryl Martinovich. Ms. Martinovich explained that she needed some support regarding the drought restrictions and her need for water for fourteen of her twenty-eight redwood trees. Although DERWA was unable to assist her directly, after some discussion between Ms. Martinovich, various Board members and Authority Manager Bewley, the Board was able to direct her to Richard Harris at EBMUD. In the audience was Michael Tognolini from EBMUD who offered to assist her by guiding her to personnel at EBMUD.

7. APPROVE MINUTES – Regular Meeting of February 23, 2015

Motion by Director Howard, Second by Director Vonheeder-Leopold to approve the minutes from Regular Meeting of February 23, 2015 Motion carried (4-0) by the following vote:

AYES: Howard, Vonheeder-Leopold, Mellon, Coleman
NOES:

8. CONSENT CALENDAR

A. Treasurer's Reports for February 28 and March 31, 2015

B. Approve Task Order No. 13 for Fiscal Year 2015-16 for Public Information Services with ICF International

Motion by Director Mellon, Second by Director Vonheeder-Leopold to approve the Consent Calendar. Motion carried (4-0) by the following vote:

AYES: Mellon, Vonheeder-Leopold, Howard, Coleman

NOES:

9. BOARD BUSINESS

A. Approve and Adopt the Fiscal Year 2014-15 Capital and Operating Expenditure Budget

Authority Manager Bewley recognized the helpful contributions made while preparing the budget, by both DSRSD Principal Engineer-Supervisory Judy Zavadil and Richard Lou. Director Mellon thanked the staff for the excellent work done. Chair Coleman added his thanks saying the new budget was also much easier to read.

Mr. Bewley pointed out that this was the first Budget with the partnership with Pleasanton in place and noted that Pleasanton items show up throughout this Budget. He reminded the Board that the DERWA/Pleasanton agreement provides that upon request by Pleasanton DERWA shall cause construction of the sixth sand filter and associated facilities and Pleasanton must pay for it. Mr. Bewley understands Pleasanton will be coming in with a firm request very soon and the budget reflect this project.

Chair Coleman asked where Pleasanton was in the CEQA process. Mr. Bewley responded the CEQA process has been completed.

There was some discussion regarding the possibility of acquiring wastewater from Central Contra Costa Sanitary District (CCCSD). Mr. Bewley agreed that this and other options should be evaluated as DERWA will not have sufficient source water to meet projected recycled water demands in the very near future, possibly as few as three to five years. Sources of money to expand DERWA's facilities and gain the ability to provide more recycled water were discussed using funding from Propositions 1 and/or 84.

Motion by Director Howard, Second by Director Mellon, to approve Resolution No. 15-2 approving and adopting the Fiscal Year 2015-16 Capital and Operating Expenditure Budget. Motion carried (4-0) by the following vote:

AYES: Howard, Mellon, Vonheeder-Leopold, Coleman

NOES:

10. MANAGER'S REPORT

- Capital Projects Update – None.
- Confirm Next Meeting Date – June 22, 2015 – Authority Manager Bewley stated that there might not be a necessity for a June Board Meeting but would notify the Board closer to the date.

Chair Coleman requested that information on potential supplies of supplemental water and how DERWA might be able to access those supplies be provided at the next Board Meeting. He expressed concern that DERWA might not be able to meet the potential shortfall unless this need for supplemental water is addressed promptly.

Authority Manager Bewley agreed and said that he would create a technical memo covering what DERWA has, what it has planned and what the timing of everything looks like.

11. BOARDMEMBER ITEMS

Director Mellon stated that he has spoken to a large number of local mayors and legislators and they had all, without exception, asked what was being done regarding recycled water. He stated he has responded to them with information on what is needed for recycled water to become more of a presence. In turn, the legislators have responded to him by asking what they can do to help; they are willing, they say, to do whatever they can. He noted that the Mayor of San Ramon was particularly anxious to get on board in any way possible.

Director Howard asked if Central Contra Costa Sanitary District (CCCSD) had its own recycled water program. Chair Coleman responded that although a great deal of recycled water is used in Contra Costa County, they don't have a program of their own at this time.

General Counsel Maddow responded that Contra Costa Water District has agreements with CCCSD and Delta Diablo Sanitary District, both of which are involved to some degree in recycling water.

Several Board members spoke to the fact that recycled water has gained a huge amount of acceptance over the last few years, and that both districts and customers who were once opposed to recycled water are now some of its greatest advocates. Authority Manager Bewley offered that one of the alternatives that has potential is storage of recycled water in aquifers in the winter, so the stored water could then be used in the summer.

12. ADJOURNMENT

Chair Coleman adjourned the meeting at 6:44 p.m.

Submitted by,

Nancy Gamble Hatfield
Authority Secretary

Item 8.A

DERWA Summary & Recommendation

April 30, 2015 Treasurer's Report
May 31, 2015 Treasurer's Report
June 30, 2015 Treasurer's Report
July 31, 2015 Treasurer's Report
August 31, 2015 Treasurer's Report
September 30, 2015 Treasurer's Report

Summary:

Attached are the Treasurer's Reports for the months ending April 30, May 31, June 30, July 31, August 31 and September 30, 2015 submitted by Treasurer Richard Lou.

Recommendation:

The Treasurer recommends the Board approve, by Motion, the Treasurer's Reports for the months ending April 30, May 31, June 30, July 31, August 31 and September 30, 2015 submitted by Treasurer Richard Lou.

October 26, 2015

Attachments

**DSRSD/EBMUD RECYCLED WATER AUTHORITY
TREASURER'S REPORT FOR APRIL 30, 2015**

STAFF REPORT

Attached is the DERWA Treasurer's Report for the month ending April 30, 2015. A summary of transactions and recommendation follows.

Revenues/Funding: During the month, \$53,875 in agency reimbursements of were received. Fiscal year-to-date 2015 Revenues/Funding totaled \$1,579,198.

Expenses: Current month expenditures were \$97,284. Fiscal year-to-date expenditures for FY15 total \$1,200,144 of which \$1,121,659 were operating expenses and \$78,485 were capital expenses. Expenditures do not reflect all staff and consultant costs incurred but not yet billed to DERWA in FY15.

Cash: The cash balance at April 30, 2015 was (\$289,428).

Submitted by:



Richard Lou
Treasurer

Dated: May 4, 2015

Prepared by dg (D. Gulseth)
Reviewed by LF (L. Fan)
Reviewed by SK (S. Klein)

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**DSRSD/EBMUD RECYCLED WATER AUTHORITY
TREASURER'S REPORT
FOR THE PERIOD ENDED APRIL 30, 2015**

CAPITAL - PROJECT	Program Budget @ FY15	Expenditures FY 14 and Prior (a)	Expenditures Current Month	Expenditures FY 15 YTD (b)	Expenditures Grand Total (a+b)	DSRSD EXP Grand Total	EBMUD EXP Grand Total
Pipeline Reach 1	7,561,000	7,560,517	0	0	7,560,517	4,383,920	3,176,597
Pipeline Reach 2	4,558,000	4,558,120	0	0	4,558,120	3,882,264	675,856
Pipeline Reach 3	2,286,000	2,286,003	0	0	2,286,003	1,719,204	566,799
Pipeline Reach 4	1,615,000	1,614,959	0	0	1,614,959	363,685	1,251,274
Pipeline Reach 5	1,431,000	1,430,991	0	0	1,430,991	200,195	1,230,796
Pipeline Reach 6	6,760,000	6,759,869	0	0	6,759,869	430,784	6,329,085
Treatment Plant	15,733,000	15,732,794	0	0	15,732,794	8,948,843	6,783,951
Pump Stations	8,563,000	8,563,294	0	0	8,563,294	6,776,648	1,786,646
Water Tanks	12,393,000	12,393,483	0	0	12,393,483	7,221,552	5,171,931
Phase 2 Pipeline & Pump Station	3,851,000	3,462,938	0	0	3,462,938	0	3,462,938
Backbone Corrosion	1,109,000	1,109,004	0	0	1,109,004	122,302	986,702
SCADA	290,000	15,410	0	0	15,410	8,784	6,626
EBMUD Pipeline Phase 2, 3 & 4	2,477,000	602,193	0	0	602,193	0	602,194
Fine Screening	667,000	768,955	17,108	23,802	792,757	451,871	340,886
New/Replacement Capital <50K	1,278,000	136,936	0	36,582	173,518	98,906	74,612
MF/UV Control Programing Update	144,000	144,366	0	0	144,366	82,289	62,077
Program Planning & Air Relief	11,564,000	5,717,586	1,254	13,813	5,731,399	2,837,276	2,894,123
Planning Prior Years	1,680,000	3,585,898	0	0	3,585,898	1,757,090	1,828,808
Design Prior Years	0	79,432	0	0	79,432	38,922	40,510
Contingency/Pleasanton	1,000,000	13,740	0	4,288	18,028	6,870	6,870
Capitalized Interest	2,000,000	1,960,872	0	0	1,960,872	960,827	1,000,045
Total Capital Impr. Proj. Element	86,960,000	78,497,360	18,362	78,485	78,575,845	40,292,231	38,279,326

OPERATING - ITEM	Budget FY 15	Expenditures FY 12 and Prior (a)	Expenditures Current Month	Expenditures FY 15 YTD (b)	Expenditures Grand Total (a+b)	DSRSD EXP Grand Total	EBMUD EXP Grand Total
DERWA Program Manager	116,942	2,652,145	6,661	61,085	2,713,230	2,143,450	569,780
Treasurer	41,000	2,634,722	1,495	19,981	2,654,703	2,097,214	557,489
Legal Counsel	5,000	417,497	65	1,269	418,766	330,825	87,941
Secretary	6,150	189,047	201	4,125	193,172	152,606	40,566
Other	105,000	876,943	0	102,724	979,667	773,937	205,730
Operation and Maintenance Detail	1,802,514	9,111,239	70,500	932,475	10,043,714	7,934,534	2,109,180
Debt Service	1,645,513	15,447,000	0	0	15,447,000	12,203,130	3,243,870
Total Operating Program Element	3,722,119	31,328,593	78,922	1,121,659	32,450,252	25,635,696	6,814,556

PROJECT TOTALS	90,682,119	109,825,953	97,284	1,200,144	111,026,097	65,927,927	45,093,882
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REVENUES & FUNDING	Current Month	Fiscal Year
Agency Contribution		
DSRSD	0	0
EBMUD	0	0
Agency Reimbursements - DSRSD	53,875	1,192,690
Agency Reimbursements - EBMUD	0	386,508
Commercial Paper Issued	0	0
Corps of Engineer Funded	0	0
Grants	0	0
Loans	0	0
Interest Income	0	0
Misc Income	0	0
TOTAL REVENUES & FUNDING	53,875	1,579,198

CASH AVAILABLE	Current Month	Fiscal Year
Beginning Cash	(246,019)	(459,517)
Beg. Balance Accrual Adj	0	(208,965)
LAIF Int Adjustment	0	0
Commercial Paper payoff	0	0
Total Revenues & Funding	53,875	1,579,198
Total Expenditures	(97,284)	(1,200,144)
Ending Cash	(289,428)	(289,428)

Prepared by Dana Gulseth Date: 4-30-15
 Reviewed by Lawrence Klein Date: 5/1/15
 Approved by Scott Klein Date: 5/1

DERWA CASH REPORT

Cash Balance as of 03/31/15 (246,017.62) *Reconciled to DERWA TR previous month*

Add member agency's contribution:

LAIF Interest Income			
Loans			
DSRSD Contribution	EBM-DEO-00233	53,875.41	04/23/15
EBMUD Contribution			
Agency Reimbursements - DSRSD			
Agency Reimbursements - EBMUD			
State Grant			
LAVWMA			
Other Reimbursements- Misc			

Less invoice payments:

DSRSD Feb	2451349	(89,848.73)	04/17/15
Office Team	2451471	(1,295.28)	04/17/15
Bold, Polisner, Maddow, et al	2451705	(64.50)	04/24/15
EBMUD-Acct Mar	2451746	(1,494.50)	04/24/15
ICF-Jones & Stokes	2451787	(3,950.00)	04/24/15
Office Team	2451885	(629.65)	04/24/15

Cash Balance as of 04/30/15 (289,424.87)

Rounding (3.13)

Cash Balance 04/30/15 (289,428.00)

Prepared by	<u><i>Dana Gulseth</i></u>	Date	<u>4-30-15</u>
Reviewed by	<u><i>Lawrence Fan</i></u>	Date	<u>5/1/15</u>
Approved by	<u><i>Scott Klein</i></u>	Date	<u>5/1</u>

**DSRSD/EBMUD RECYCLED WATER AUTHORITY
TREASURER'S REPORT FOR MAY 31, 2015**

STAFF REPORT

Attached is the DERWA Treasurer's Report for the month ending May 31, 2015. A summary of transactions and recommendation follows.

Revenues/Funding: During the month, \$1,828,628 in agency reimbursements of were received. Fiscal year-to-date 2015 Revenues/Funding totaled \$3,407,826.

Expenses: Current month expenditures were zero. Fiscal year-to-date expenditures for FY15 total \$1,200,144 of which \$1,121,101 were operating expenses and \$79,043 were capital expenses. Expenditures do not reflect all staff and consultant costs incurred but not yet billed to DERWA in FY15.

Cash: The cash balance at May 31, 2015 was \$1,539,200.

Submitted by:



Richard Lou
Treasurer

Dated: June 4, 2015

Prepared by dg (D. Gulseth)
Reviewed by LF (L. Fan)
Reviewed by SK (S. Klein)

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**DSRSD/EBMUD RECYCLED WATER AUTHORITY
TREASURER'S REPORT
FOR THE PERIOD ENDED MAY 31, 2015**

CAPITAL - PROJECT	Program Budget @ FY15	Expenditures FY 14 and Prior (a)	Expenditures Current Month	Expenditures FY 15 YTD (b)	Expenditures Grand Total (a+b)	DSRSD EXP Grand Total	EBMUD EXP Grand Total
Pipeline Reach 1	7,561,000	7,560,517	0	0	7,560,517	4,383,920	3,176,597
Pipeline Reach 2	4,558,000	4,558,120	0	0	4,558,120	3,882,264	675,856
Pipeline Reach 3	2,286,000	2,286,003	0	0	2,286,003	1,719,204	566,799
Pipeline Reach 4	1,615,000	1,614,959	0	0	1,614,959	363,685	1,251,274
Pipeline Reach 5	1,431,000	1,430,991	0	0	1,430,991	200,195	1,230,796
Pipeline Reach 6	6,760,000	6,759,869	0	0	6,759,869	430,784	6,329,085
Treatment Plant	15,733,000	15,732,794	0	0	15,732,794	8,948,843	6,783,951
Pump Stations	8,563,000	8,563,294	0	0	8,563,294	6,776,648	1,786,646
Water Tanks	12,393,000	12,393,483	0	0	12,393,483	7,221,552	5,171,931
Phase 2 Pipeline & Pump Station	3,851,000	3,462,938	0	0	3,462,938	0	3,462,938
Backbone Corrosion	1,109,000	1,109,004	0	0	1,109,004	122,302	986,702
SCADA	290,000	15,410	0	0	15,410	8,784	6,626
EBMUD Pipeline Phase 2, 3 & 4	2,477,000	602,193	0	0	602,193	0	602,194
Fine Screening	667,000	768,955	0	23,802	792,757	451,871	340,886
New/Replacement Capital <50K	1,278,000	136,936	0	36,582	173,518	98,906	74,612
MF/UV Control Programing Update	144,000	144,366	0	0	144,366	82,289	62,077
Program Planning & Air Relief	11,564,000	5,717,586	0	13,813	5,731,399	2,837,276	2,894,123
Planning Prior Years	1,680,000	3,585,898	0	0	3,585,898	1,757,090	1,828,808
Design Prior Years	0	79,432	0	0	79,432	38,922	40,510
Contingency/Pleasanton	1,000,000	13,740	0	4,846	18,586	9,681	8,905
Capitalized Interest	2,000,000	1,960,872	0	0	1,960,872	960,827	1,000,045
Total Capital Impr. Proj. Element	86,960,000	78,497,360	0	79,043	78,576,403	40,295,042	38,281,361

OPERATING - ITEM	Budget FY 15	Expenditures FY 12 and Prior (a)	Expenditures Current Month	Expenditures FY 15 YTD (b)	Expenditures Grand Total (a+b)	DSRSD EXP Grand Total	EBMUD EXP Grand Total
DERWA Program Manager	116,942	2,652,145	0	61,085	2,713,230	2,143,450	569,780
Treasurer	41,000	2,634,722	0	19,981	2,654,703	2,097,214	557,489
Legal Counsel	5,000	417,497	0	1,269	418,766	330,825	87,941
Secretary	6,150	189,047	0	4,125	193,172	152,606	40,566
Other	105,000	876,943	0	102,724	979,667	773,937	205,730
Operation and Maintenance Detail	1,802,514	9,111,239	0	931,917	10,043,156	7,934,093	2,109,063
Debt Service	1,645,513	15,447,000	0	0	15,447,000	12,203,130	3,243,870
Total Operating Program Element	3,722,119	31,328,593	0	1,121,101	32,449,694	25,635,255	6,814,439

PROJECT TOTALS	90,682,119	109,825,953	0	1,200,144	111,026,097	65,930,297	45,095,800
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REVENUES & FUNDING	Current Month	Fiscal Year
Agency Contribution		
DSRSD	0	0
EBMUD	0	0
Agency Reimbursements - DSRSD	1,026,934	2,219,624
Agency Reimbursements - EBMUD	801,694	1,188,202
Commercial Paper Issued	0	0
Corps of Engineer Funded	0	0
Grants	0	0
Loans	0	0
Interest Income	0	0
Misc Income	0	0
TOTAL REVENUES & FUNDING	1,828,628	3,407,826

CASH AVAILABLE	Current Month	Fiscal Year
Beginning Cash	(289,428)	(459,517)
Beg. Balance Accrual Adj	0	(208,965)
LAIF Int Adjustment	0	0
Commercial Paper payoff	0	0
Total Revenues & Funding	1,828,628	3,407,826
Total Expenditures	0	(1,200,144)
Ending Cash	1,539,200	1,539,200

Prepared by Dana Gulseth Date: 6-1-15
 Reviewed by Lawrence Fan Date: 6/1/15
 Approved by Scott Klein Date: 6/1/15

DERWA CASH REPORT

Cash Balance as of

04/30/15

(289,424.87) Reconciled to DERWA TR previous month

Add member agency's contribution:

LAIF Interest Income			
Loans			
DSRSD Contribution	EBM-DEO-00228,230,232,234,237	1,026,933.35	5/7+5/28/15
EBMUD Contribution	EBM-DEO-00235	801,694.40	05/29/15
Agency Reimbursements - DSRSD			
Agency Reimbursements - EBMUD			
State Grant			
LAVWMA			
Other Reimbursements- Misc			

Less invoice payments:

Cash Balance as of

05/31/15

1,539,202.88

Rounding

(2.88)

Cash Balance 05/31/15

1,539,200.00

Prepared by	<u><i>D Gulseth</i></u>	Date	<u>6-1-15</u>
Reviewed by	<u><i>L Fan</i></u>	Date	<u>6/1/15</u>
Approved by	<u><i>SK</i></u>	Date	<u>6/1/15</u>
	Scott Klein		

**DSRSD/EBMUD RECYCLED WATER AUTHORITY
TREASURER'S REPORT FOR JUNE 30, 2015**

STAFF REPORT

Attached is the DERWA Treasurer's Report for the month ending June 30, 2015. A summary of transactions and recommendation follows.

Revenues/Funding: During the month, \$29,463 in agency reimbursements were received. Fiscal year-to-date 2015 Revenues/Funding totaled \$3,437,289.

Expenses: Current month expenditures were \$2,461,973. Fiscal year-to-date expenditures for FY15 total \$3,662,116 of which \$3,461,720 were operating expenses and \$200,396 were capital expenses.

Cash: The cash balance, including end-of-year accruals at June 30, 2015 was (\$893,307).

Submitted by:



Richard Lou
Treasurer

Dated: July 23, 2015

Prepared by DD (D. Gulseth)
Reviewed by DS (L. Fan) *DS for L.Fan*
Reviewed by SK (S. Klein) *for SK*

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**DSRSD/EBMUD RECYCLED WATER AUTHORITY
TREASURER'S REPORT
FOR THE PERIOD ENDED JUNE 30, 2015**

CAPITAL - PROJECT	Program Budget @ FY15	Expenditures FY 14 and Prior (a)	Expenditures Current Month	Expenditures FY 15 YTD (b)	Expenditures Grand Total (a+b)	DSRSD EXP Grand Total	EBMUD EXP Grand Total
Pipeline Reach 1	7,561,000	7,560,517	0	0	7,560,517	4,383,920	3,176,597
Pipeline Reach 2	4,558,000	4,558,120	0	0	4,558,120	3,882,264	675,856
Pipeline Reach 3	2,286,000	2,286,003	0	0	2,286,003	1,719,204	566,799
Pipeline Reach 4	1,615,000	1,614,959	0	0	1,614,959	363,685	1,251,274
Pipeline Reach 5	1,431,000	1,430,991	0	0	1,430,991	200,195	1,230,796
Pipeline Reach 6	6,760,000	6,759,869	0	0	6,759,869	430,784	6,329,085
Treatment Plant	15,733,000	15,732,794	0	0	15,732,794	8,948,843	6,783,951
Pump Stations	8,563,000	8,563,294	0	0	8,563,294	6,776,648	1,786,646
Water Tanks	12,393,000	12,393,483	0	0	12,393,483	7,221,552	5,171,931
Phase 2 Pipeline & Pump Station	3,851,000	3,462,938	0	0	3,462,938	0	3,462,938
Backbone Corrosion	1,109,000	1,109,004	0	0	1,109,004	122,302	986,702
SCADA	290,000	15,410	0	0	15,410	8,784	6,626
EBMUD Pipeline Phase 2, 3 & 4	2,477,000	602,193	0	0	602,193	0	602,194
Fine Screening	667,000	768,955	105,092	128,894	897,849	511,774	386,075
New/Replacement Capital <50K	1,278,000	136,936	1,526	38,108	175,044	99,775	75,269
MF/UV Control Programing Update	144,000	144,366	0	0	144,366	82,289	62,077
Program Planning & Air Relief	11,564,000	5,717,586	19,581	33,394	5,750,980	2,848,452	2,902,528
Planning Prior Years	1,680,000	3,585,898	0	0	3,585,898	1,757,090	1,828,808
Design Prior Years	0	79,432	0	0	79,432	38,922	40,510
Contingency/Pleasanton	1,000,000	13,740	(4,846)	0	13,740	6,870	6,870
Capitalized Interest	2,000,000	1,960,872	0	0	1,960,872	960,827	1,000,045
Total Capital Impr. Proj. Element	86,960,000	78,497,360	121,353	200,396	78,697,756	40,364,179	38,333,577

OPERATING - ITEM	Budget FY 15	Expenditures FY 12 and Prior (a)	Expenditures Current Month	Expenditures FY 15 YTD (b)	Expenditures Grand Total (a+b)	DSRSD EXP Grand Total	EBMUD EXP Grand Total
DERWA Program Manager	116,942	2,652,145	58,013	119,097	2,771,242	2,189,281	581,961
Treasurer	41,000	2,634,722	8,192	28,172	2,662,894	2,103,686	559,208
Legal Counsel	5,000	417,497	108	1,376	418,873	330,910	87,963
Secretary	6,150	189,047	3,516	7,641	196,688	155,383	41,305
Other	105,000	876,943	0	102,724	979,667	773,937	205,730
Operation and Maintenance Detail	1,802,514	9,111,239	625,279	1,557,196	10,668,435	8,428,065	2,240,371
Debt Service	1,645,513	15,447,000	1,645,514	1,645,514	17,092,514	13,503,086	3,589,428
Total Operating Program Element	3,722,119	31,328,593	2,340,622	3,461,720	34,790,313	27,484,348	7,305,966

PROJECT TOTALS	90,682,119	109,825,953	2,461,975	3,662,116	113,488,069	67,848,527	45,639,543
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REVENUES & FUNDING	Current Month	Fiscal Year
Agency Contribution		
DSRSD	0	0
EBMUD	0	0
Agency Reimbursements - DSRSD	0	2,219,624
Agency Reimbursements - EBMUD	29,463	1,217,665
Commercial Paper Issued	0	0
Corps of Engineer Funded	0	0
Grants	0	0
Loans	0	0
Interest Income	0	0
Misc Income	0	0
TOTAL REVENUES & FUNDING	29,463	3,437,289

CASH AVAILABLE	Current Month	Fiscal Year
Beginning Cash	1,539,203	(459,517)
Beg. Balance Accrual Adj	0	(208,963)
LAIF Int Adjustment	0	0
Commercial Paper payoff	0	0
Total Revenues & Funding	29,463	3,437,289
Total Expenditures	(2,461,973)	(3,662,116)
Ending Cash	(893,307)	(893,307)

Prepared by Dana Gulseth Date: 7-23-15
Reviewed by Dana Gulseth Date: 7/23/15
Approved by Lawrence Fan Date: 7/23
Scott Klein

**DSRSD/EBMUD RECYCLED WATER AUTHORITY
SUMMARY OF EXPENDITURES
FOR THE PERIOD ENDED
June 30, 2015**

Check Date	Check Number	Payee	Category	TOTAL Amount	DSRSD Amount	EBMUD Amount	Operating	Capital	CK-OP		
06/05/15	2454047	CWSRF Loan	Op- Debt Service -Principal	482,275.65	247,310.95	234,964.70	0	482,275.65	51.3%	48.7%	
06/05/15	2454047	CWSRF Loan	Op- Debt Service -Interest	166,331.48	85,284.78	81,036.70	0	166,331.48	51.3%	48.7%	
06/05/15	2454097	EBMUD- Acctg -April	Op Treas- Cost Acctg	1,494.50	1,120.88	373.62	0	1,494.50	75.0%	25.0%	
06/05/15	2454097	EBMUD- Acctg -April	Op Treas- Salary	1,126.57	844.93	281.64	0	1,126.57	75.0%	25.0%	
06/05/15	2454148	ICF Jones & Stokes- April	Op-Public Info/Prog Manager	10,195.00	4,995.55	5,199.45	0	10,195.00	49.0%	51.0%	
06/12/15	2454626	Sodexo- SR Valley Conf. Center	Op-Public Info/Prog Manager	1,528.25	748.84	779.41	0	1,528.25	49.0%	51.0%	
06/05/15	2454211	Office Team	Op-Prg Manager Staff	2,230.76	1,673.07	557.69	0	2,230.76	75.0%	25.0%	
06/05/15	2454090	DSRSD- March 2015	Cap-Pleasanton Bill (58/42)	372.28	215.92	156.36	C	0.00	372.28	0.00	58.0%
06/05/15	2454090	DSRSD- March 2015	Cap-R200 Fence (100% E)	191.48	-	2,715.83	C	0.00	2,715.83	0.00	100.0%
06/05/15	2454090	DSRSD- March 2015	Cap-Sand Filter(57/43)	27,441.30	15,641.54	11,799.76	C	0.00	27,441.30	0.00	57.0%
06/05/15	2454090	DSRSD- March 2015	Cap-Expansion Plan(58/42)	1,526.46	885.35	641.11	C	0.00	1,526.46	0.00	58.0%
06/05/15	2454090	DSRSD- March 2015	Op-operations (75/25)	167,946.86	125,960.15	41,986.72	0	167,946.86	75.0%	25.0%	
06/05/15	2454090	DSRSD- March 2015	Op-prgm manager-other (75/25)	725.00	543.75	181.25	0	725.00	75.0%	25.0%	
06/05/15	2454090	DSRSD- March 2015	Op-sec salary (75/25)	1,676.56	1,257.42	419.14	0	1,676.56	75.0%	25.0%	
06/05/15	2454090	DSRSD- March 2015	Op-sec exp (75/25)	191.48	143.61	47.87	0	191.48	75.0%	25.0%	
06/19/15	2455009	Office Team	Op-Prg Manager Staff	647.64	485.73	161.91	0	647.64	75.0%	25.0%	
06/19/15	2454852	DSRSD- April 2015	Cap-Pleasanton Bill (58/42)	642.39	372.59	269.80	C	0.00	642.39	0.00	58.0%
06/19/15	2454852	DSRSD- April 2015	Cap-R200 Fence (100% E)	1,893.70	-	1,693.70	C	0.00	1,893.70	0.00	100.0%
06/19/15	2454852	DSRSD- April 2015	Cap-Sand Filter(57/43)	5,547.78	3,162.23	2,385.55	C	0.00	5,547.78	0.00	57.0%
06/19/15	2454852	DSRSD- April 2015	Cap-Expansion Plan(57/43)	2,303.39	1,312.93	990.46	C	0.00	2,303.39	0.00	57.0%
06/19/15	2454852	DSRSD- April 2015	Op-operations (75/25)	111,846.38	83,884.78	27,961.60	0	111,846.38	75.0%	25.0%	
06/19/15	2454852	DSRSD- April 2015	Op-prgm manager-other (75/25)	725.00	543.75	181.25	0	725.00	75.0%	25.0%	
06/19/15	2454852	DSRSD- April 2015	Op-sec salary (75/25)	1,097.62	823.21	274.41	0	1,097.62	75.0%	25.0%	
06/19/15	2454852	DSRSD- April 2015	Op-sec exp (75/25)	12.23	9.17	3.06	0	12.23	75.0%	25.0%	
06/19/15	2454852	DSRSD- April 2015	Op-Publ Info (49/51)	1,450.07	710.53	739.54	0	1,450.07	49.0%	51.0%	
06/19/15	2454943	Maze & Associates	Op-Treasurer (75/25)	2,411.00	1,808.25	602.75	0	2,411.00	75.0%	25.0%	
06/26/15	2455220	J. Bewley Contract-- Feb thru May	Op-Contract Mgr (75/25)	13,822.50	10,366.88	3,455.63	0	13,822.50	75.0%	25.0%	
06/26/15	2455220	J. Bewley	Op-Public Info/Prog Manager	380.00	186.20	193.80	0	380.00	49.0%	51.0%	
06/26/15	2455233	St Water Res,Control Board Loan	Op- Debt Service -Principal	759,787.34	389,618.95	370,168.39	0	759,787.34	51.3%	48.7%	
06/26/15	2455233	St Water Res,Control Board Loan	Op- Debt Service -Interest	237,119.49	121,594.87	115,524.62	0	237,119.49	51.3%	48.7%	
06/26/15	2455452	Office Team	Op-Prg Manager Staff	1,475.18	1,106.38	368.80	0	1,475.18	75.0%	25.0%	
07/02/15	2455940	J. Bewley Contract-- June	Op-Contract Mgr (75/25)	1,947.50	1,460.63	486.88	0	1,947.50	75.0%	25.0%	
07/02/15	2455977	DSRSD- May 2015	Cap-Pleasanton Bill (58/42)	1,302.98	755.73	547.25	C	0.00	1,302.98	0.00	58.0%
07/02/15	2455977	DSRSD- May 2015	Cap-R200 Fence (100% E)	15,358.10	-	15,358.10	C	0.00	15,358.10	0.00	100.0%
07/02/15	2455977	DSRSD- May 2015	Cap-Sand Filter(57/43)	8,662.79	4,937.79	3,725.00	C	0.00	8,662.79	0.00	57.0%
07/02/15	2455977	DSRSD- May 2015	Op-operations (75/25)	159,249.91	119,437.43	39,812.48	0	159,249.91	75.0%	25.0%	
07/02/15	2455977	DSRSD- May 2015	Op-prgm manager-other (75/25)	725.00	543.75	181.25	0	725.00	75.0%	25.0%	
07/02/15	2455977	DSRSD- May 2015	Op-sec salary (75/25)	201.29	150.96	50.32	0	201.29	75.0%	25.0%	
07/02/15	2455977	DSRSD- May 2015	Op-Publ Info (49/51)	1,013.30	496.52	516.78	0	1,013.30	49.0%	51.0%	
07/10/15	2456515	Office Team	Op-Prg Manager Staff	1,259.30	944.48	314.83	0	1,259.30	75.0%	25.0%	
07/10/15	2456442	ICF Jones & Stokes- May & June	Op-Publ Info (49/51)	12,778.68	6,261.55	6,517.13	0	12,778.68	49.0%	51.0%	
		Accruals	DSRSD- June 2015 Estimate	(14,747.70)	(8,553.67)	(6,194.03)	C	0.00	(14,747.70)	0.00	58.0%
			DSRSD- June 2015 Estimate	68,533.96	39,064.36	29,469.60	C	0.00	68,533.96	0.00	57.0%
			DSRSD- June 2015 Estimate	192,620.07	144,465.05	48,155.02	0	192,620.07	75.0%	25.0%	
			DSRSD- June 2015 Estimate	725.00	543.75	181.25	0	725.00	75.0%	25.0%	
			DSRSD- June 2015 Estimate	336.53	252.40	84.13	0	336.53	75.0%	25.0%	
			ACCT EBMUD	3,158.95	2,369.21	789.74	0	3,158.95	75.0%	25.0%	
			Bold, et al	107.50	80.63	26.88	0	107.50	75.0%	25.0%	
				-	-	-	0	0.00	0.00	0.00	#DIV/0!
				-	-	-	0	0.00	0.00	0.00	#DIV/0!
				-	-	-	0	0.00	0.00	0.00	#DIV/0!
				-	-	-	0	0.00	0.00	0.00	#DIV/0!
				-	-	-	0	0.00	0.00	0.00	#DIV/0!
				2,461,972.85	1,415,833.74	1,046,139.07		2,340,619.59	121,353.26	2,340,619.59	

Wk Ending	Amount
6/5/15	\$ 866,249.73
6/12/15	\$ 1,528.25
6/19/15	\$ 128,377.20
6/26/15	\$ 1,012,584.51
07/02/15	\$ 188,460.87
7/10/15	\$ 14,037.98
Accr	\$ 250,734.31
	\$ 2,461,972.85

Certificates of Disb.	Amount
Pd (in FY 2015)	
Pd (in FY 2015)	
Accrual - pd in 2016	
	OP 2,340,619.59
	CAP 121,353.26

Operating	Capital	CK-OP		
2,340,619.59	121,353.26	2,340,619.59		
			0.00 Reconciled	
			0.00 Reconciled	
			0.00 Reconciled	

Prepared by *D Gulseth* Date: 7-22-15
Reviewed by *L Lawrence* Date: 7/23/15
Approved by *S Klein* Date: 7/23

DERWA CASH REPORT

Cash Balance as of 05/31/15 1,539,202.88 Reconciled to DERWA TR previous month



Add member agency's contribution:

LAIF Interest Income			
Loans			
DSRSD Contribution	EBM-DEO-00xx		
EBMUD Contribution	EBM-DEO-00236	29,462.63	6/12/2015
Agency Reimbursements - DSRSD			
Agency Reimbursements - EBMUD			
State Grant			
LAVWMA			
Other Reimbursements- Misc			

Less invoice payments:

CWSRF Loan	2454047	(648,607.13)	6/5/2015
EBMUD-Acctg	2454097	(2,621.07)	6/5/2015
ICF Jones & Stokes	2454148	(10,195.00)	6/5/2015
Office Team	2454211	(2,230.76)	6/5/2015
DSRSD March	2454090	(202,595.77)	6/5/2015
SODEXO	2454626	(1,528.25)	6/12/2015
DSRSD April	2454852	(125,318.56)	6/19/2015
Office Team	2455009	(647.64)	6/19/2015
Maze & Associates	2454943	(2,411.00)	6/19/2015
James Bewley	2455220	(14,202.50)	6/26/2015
State Water Res.Control Bd. Loan	2455233	(996,906.83)	6/26/2015
Office Team	2455452	(1,475.18)	6/26/2015
James Bewley	2455940	(1,947.50)	7/2 in FY 2015
DSRSD May	2455977	(186,513.37)	7/2 in FY 2015
Office Team	2456515	(1,259.30)	7/10 in FY2015
ICF Jones & Stokes	2456442	(12,778.68)	7/10 in FY2015

Cash Balance as of	06/30/15	(642,573.03)
Accruals		(250,734.31)
Rounding		0.34
Cash Balance 06/30/15		(893,307.00)

Prepared by		Date	<u>7-22-15</u>
Reviewed by	Dan Gulseth	Date	<u>7/23/15</u>
Approved by		Date	<u>7/23</u>
	Scott Klein		

**DSRSD/EBMUD RECYCLED WATER AUTHORITY
TREASURER'S REPORT FOR JULY 31, 2015**

STAFF REPORT

Attached is the DERWA Treasurer's Report for the month ending July 31, 2015. A summary of transactions and recommendation follows.

Revenues/Funding: During the month, \$551,686 in agency reimbursements were received.

Expenses: Current month expenditures were (\$246,230). Fiscal year-to-date expenditures for FY16 total \$4,505, of which \$4,505 were operating expenses and zero were capital expenses. Accrual reversals totaled (\$250,735). Expenditures do not reflect all staff and consultant costs incurred but not yet billed to DERWA in FY16.

Cash: The cash balance at July 31, 2015 was (\$95,391).

Submitted by:


Richard Lou
Treasurer

Dated: August 5, 2015

Prepared by DS (D. Gulseth)
Reviewed by DS DF (L. Fan)
Reviewed by SK (S. Klein) SL

File: W:\Derwa\Treasurer's Report\Summary & Recommendation.doc

**DSRSD/EBMUD RECYCLED WATER AUTHORITY
TREASURER'S REPORT
FOR THE PERIOD ENDED JULY 31, 2015**

CAPITAL - PROJECT	Program Budget @ FY16	Expenditures FY 15 and Prior (a)	Expenditures Current Month	Expenditures FY 16 YTD (b)	Expenditures Grand Total (a+b)	DSRSD EXP Grand Total	EBMUD EXP Grand Total
Pipeline Reach 1	7,561,000	7,560,517	0	0	7,560,517	4,383,920	3,176,597
Pipeline Reach 2	4,558,000	4,558,120	0	0	4,558,120	3,882,264	675,856
Pipeline Reach 3	2,286,000	2,286,003	0	0	2,286,003	1,719,204	566,799
Pipeline Reach 4	1,615,000	1,614,959	0	0	1,614,959	363,685	1,251,274
Pipeline Reach 5	1,431,000	1,430,991	0	0	1,430,991	200,195	1,230,796
Pipeline Reach 6	6,760,000	6,759,869	0	0	6,759,869	430,784	6,329,085
Treatment Plant	15,733,000	15,732,794	0	0	15,732,794	8,948,843	6,783,951
Pump Stations	8,563,000	8,563,294	0	0	8,563,294	6,776,648	1,786,646
Water Tanks	12,393,000	12,393,483	0	0	12,393,483	7,221,552	5,171,931
Phase 2 Pipeline & Pump Station	3,463,000	3,462,938	0	0	3,462,938	0	3,462,938
Backbone Corrosion	1,109,000	1,109,004	0	0	1,109,004	122,302	986,702
SCADA	542,000	15,410	0	0	15,410	8,784	6,626
EBMUD Pipeline Phase 2, 3 & 4	602,000	602,193	0	0	602,193	0	602,193
Fine Screening	740,000	905,246	(68,534)	(68,534)	836,712	476,926	359,786
New/Replacement Capital <50K	1,278,000	175,044	0	0	175,044	99,775	75,269
MF/UV Control Programing Update	144,000	144,366	0	0	144,366	82,289	62,077
Program Planning & Air Relief	3,767,000	5,127,122	1,200	1,200	5,128,322	2,543,349	2,584,973
Planning Prior Years	5,399,000	3,585,898	0	0	3,585,898	1,757,090	1,828,808
Permanent Suppl. Supply & prior yr design	2,496,000	79,432	0	0	79,432	38,922	40,510
PSR-1 VFD Replacement	526,000	0	0	0	0	0	0
RSR200B Hypo Feed	410,000	0	0	0	0	0	0
MF Membrane Replace	700,000	0	0	0	0	0	0
LVAMWA Connection	900,000	0	0	0	0	0	0
6th RWTP Sand Filter	1,740,000	0	0	0	0	0	0
6th RWTP Expansion	12,462,000	0	0	0	0	0	0
PSR1 Expansion	2,134,000	0	0	0	0	0	0
Pleasanton Capital Billing/Contingency	1,000,000	0	7,164	7,164	7,164	0	7,164
Capitalized Interest	2,000,000	1,960,872	0	0	1,960,871	960,827	1,000,045
Total Capital Impr. Proj. Element	102,312,000	78,067,555	(60,170)	(60,170)	78,007,384	40,017,358	37,990,026

OPERATING - ITEM	Budget FY 16	Expenditures FY 15 and Prior (a)	Expenditures Current Month	Expenditures FY 16 YTD (b)	Expenditures Grand Total (a+b)	DSRSD EXP Grand Total	EBMUD EXP Grand Total
DERWA Program Manager	148,710	2,763,844	(149)	(149)	2,763,695	2,183,319	580,376
Treasurer	37,000	2,662,894	770	770	2,663,664	2,104,293	559,371
Legal Counsel	3,000	418,873	(108)	(108)	418,765	330,824	87,941
Secretary	6,150	196,688	(337)	(337)	196,351	155,117	41,234
Other	105,000	979,667	0	0	979,667	773,937	205,730
Operation and Maintenance Detail	1,922,863	10,668,434	(186,236)	(186,236)	10,482,198	8,280,937	2,201,261
Debt Service	1,645,513	17,092,514	0	0	17,092,514	13,503,086	3,589,428
Total Operating Program Element	3,868,236	34,782,914	(186,060)	(186,060)	34,596,854	27,331,513	7,265,341

PROJECT TOTALS	106,180,236	112,850,469	(246,230)	(246,230)	112,604,238	67,348,871	45,255,367
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REVENUES & FUNDING	Current Month	Fiscal Year
Agency Contribution		
DSRSD	0	0
EBMUD	0	0
Agency Reimbursements - DSRSD	386,586	386,586
Agency Reimbursements - EBMUD	165,100	165,100
Corps of Engineer Funded	0	0
Loans	0	0
Interest Income	0	0
Misc Income	0	0
TOTAL REVENUES & FUNDING	551,686	551,686

CASH AVAILABLE	Current Month	Fiscal Year
Beginning Cash	(893,307)	(893,307)
Beg. Balance Accrual Adj	0	0
LAIF Int Adjustment	0	0
Commercial Paper payoff	0	0
Total Revenues & Funding	551,686	551,686
Total Expenditures	246,230	246,230
Ending Cash	(95,391)	(95,391)

Prepared by Dana Gulseth Date: 8-3-15
Reviewed by Dana Gulseth Date: 08/03/15
Approved by Scott Klein Date: 8/3/15

DERWA CASH REPORT

Cash Balance as of 06/30/15 (893,307.34) Reconciled to DERWA TR previous month with accruals

Add member agency's contribution:

Interest Income		
Loans		
DSRSD Contribution	EBM-DEO-00239	386,586.43
EBMUD Contribution	EBM-DEO-00238	165,100.13
Agency Reimbursements - DSRSD		
Agency Reimbursements - EBMUD		
Other Reimbursements- Misc		

Less invoice payments:

EBMUD-Acctg	2457217	(3,158.95) 7/24/2015
Office Team	2457368	(575.68) 7/24/2015
EBMUD-Acctg	2457217	(770.08) 7/24/2015

Cash Balance as of	07/31/15	(346,125.49)
Reveral of 6/30/15 Accruals		250,734.31
Rounding		0.18
Cash Balance 07/31/15		(95,391.00)

Prepared by	<i>D Gulseth</i>	Date	8-3-15
Reviewed by	<i>Dana Gulseth</i> <small>Dana Gulseth</small>	Date	08/03/15
Approved by	<i>L Lawrence Fan</i> <small>Lawrence Fan</small>	Date	8/31/15
	<i>S Klein</i> <small>Scott Klein</small>		

**DSRSD/EBMUD RECYCLED WATER AUTHORITY
TREASURER'S REPORT FOR AUGUST 31, 2015**

STAFF REPORT

Attached is the DERWA Treasurer's Report for the month ending August 31, 2015. A summary of transactions and recommendation follows.

Revenues/Funding: During the month, \$475,000 in payments were received.

Expenses: Current month expenditures were \$2,192. Fiscal year-to-date expenditures for FY16 total \$6,697, of which \$6,697 were operating expenses and zero were capital expenses. Year to date accrual reversals totaled (\$250,735). Expenditures do not reflect all staff and consultant costs incurred but not yet billed to DERWA in FY16.

Cash: The cash balance at August 31, 2015 was \$377,417.

Submitted by:



Richard Lou
Treasurer

Dated: September 3, 2015

Prepared by WG (D. Gulseth)
Reviewed by 21 (D. Siu)
Reviewed by LF (L. Fan)

File: W:\Derwa\Treasurer's Report\Summary & Recommendation.doc

**DSRSD/EBMUD RECYCLED WATER AUTHORITY
TREASURER'S REPORT
FOR THE PERIOD ENDED AUGUST 31, 2015**

CAPITAL - PROJECT	Program Budget @ FY16	Expenditures FY 15 and Prior (a)	Expenditures Current Month	Expenditures FY 16 YTD (b)	Expenditures Grand Total (a+b)	DSRSD EXP Grand Total	EBMUD EXP Grand Total
Pipeline Reach 1	7,561,000	7,560,517	0	0	7,560,517	4,383,920	3,176,597
Pipeline Reach 2	4,558,000	4,558,120	0	0	4,558,120	3,882,264	675,856
Pipeline Reach 3	2,286,000	2,286,003	0	0	2,286,003	1,719,204	566,799
Pipeline Reach 4	1,615,000	1,614,959	0	0	1,614,959	363,685	1,251,274
Pipeline Reach 5	1,431,000	1,430,991	0	0	1,430,991	200,195	1,230,796
Pipeline Reach 6	6,760,000	6,759,869	0	0	6,759,869	430,784	6,329,085
Treatment Plant	15,733,000	15,732,794	0	0	15,732,794	8,948,843	6,783,951
Pump Stations	8,563,000	8,563,294	0	0	8,563,294	6,776,648	1,786,646
Water Tanks	12,393,000	12,393,483	0	0	12,393,483	7,221,552	5,171,931
Phase 2 Pipeline & Pump Station	3,463,000	3,462,938	0	0	3,462,938	0	3,462,938
Backbone Corrosion	1,109,000	1,109,004	0	0	1,109,004	122,302	986,702
SCADA	542,000	15,410	0	0	15,410	8,784	6,626
EBMUD Pipeline Phase 2, 3 & 4	602,000	602,193	0	0	602,193	0	602,193
Fine Screening	740,000	905,246	0	(68,534)	836,712	476,926	359,786
New/Replacement Capital <50K	1,278,000	175,044	0	0	175,044	99,775	75,269
MF/UV Control Programming Update	144,000	144,366	0	0	144,366	82,289	62,077
Program Planning & Air Relief	3,767,000	5,127,122	0	1,200	5,128,322	2,543,349	2,584,973
Planning Prior Years	5,399,000	3,585,898	0	0	3,585,898	1,757,090	1,828,808
Permanent Suppl. Supply & prior yr design	2,496,000	79,432	0	0	79,432	38,922	40,510
PSR-1 VFD Replacement	526,000	0	0	0	0	0	0
RSR200B Hypo Feed	410,000	0	0	0	0	0	0
MF Membrane Replace	700,000	0	0	0	0	0	0
LVA/MWA Connection	900,000	0	0	0	0	0	0
6th RWTP Sand Filter	1,740,000	0	0	0	0	0	0
6th RWTP Expansion	12,462,000	0	0	0	0	0	0
PSR1 Expansion	2,134,000	0	0	0	0	0	0
Pleasanton Capital Billing/Contingency	1,000,000	0	0	7,164	7,164	0	7,164
Capitalized Interest	2,000,000	1,960,872	0	0	1,960,871	960,827	1,000,045
Total Capital Impr. Proj. Element	102,312,000	78,067,555	0	(60,170)	78,007,384	40,017,358	37,990,026

OPERATING - ITEM	Budget FY 16	Expenditures FY 15 and Prior (a)	Expenditures Current Month	Expenditures FY 16 YTD (b)	Expenditures Grand Total (a+b)	DSRSD EXP Grand Total	EBMUD EXP Grand Total
DERWA Program Manager	148,710	2,763,844	2,084	1,935	2,765,779	2,184,965	580,814
Treasurer	37,000	2,662,894	0	770	2,663,664	2,104,294	559,370
Legal Counsel	3,000	418,873	108	0	418,873	330,910	87,963
Secretary	6,150	196,688	0	(337)	196,351	155,117	41,234
Other	105,000	979,667	0	0	979,667	773,937	205,730
Operation and Maintenance Detail	1,922,863	10,668,434	0	(186,236)	10,482,198	8,280,937	2,201,261
Debt Service	1,645,513	17,092,514	0	0	17,092,514	13,503,086	3,589,428
Total Operating Program Element	3,868,236	34,782,914	2,192	(183,868)	34,599,046	27,333,246	7,265,800

PROJECT TOTALS	106,180,236	112,850,469	2,192	(244,038)	112,606,430	67,350,604	45,255,826
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REVENUES & FUNDING	Current Month	Fiscal Year
Agency Contribution		
DSRSD	0	0
EBMUD	0	0
Agency Reimbursements - DSRSD	0	386,586
Agency Reimbursements - EBMUD	0	165,100
Pleasanton Payment	475,000	475,000
Misc Contracts	0	0
Misc Income	0	0
TOTAL REVENUES & FUNDING	475,000	1,026,686

CASH AVAILABLE	Current Month	Fiscal Year
Beginning Cash	(341,621)	(893,307)
Beg. Balance Accrual Adj	246,230	0
LAIF Int Adjustment	0	0
Commercial Paper payoff	0	0
Total Revenues & Funding	475,000	1,026,686
Total Expenditures	(2,192)	244,038
Ending Cash	377,417	377,417

Prepared by Dana Gulseth Date: 8-31-15
 Reviewed by David Siu Date: 8/31/15
 Approved by Lawrence Fan Date: 8/31/15

DERWA CASH REPORT

Cash Balance as of 07/31/15 (95,391.18) Reconciled to DERWA TR previous month

Add member agency's contribution:

Interest Income		
Loans		
DSRSD Contribution	EBM-DEO-00xxx	
EBMUD Contribution	EBM-DEO-00xxx	
Agency Reimbursements - DSRSD		
Agency Reimbursements - EBMUD		
City of Pleasanton Payments		475,000.00 08/15/15
Other Reimbursements- Misc		

Less invoice payments:

Bolt, Polisner, Maddow, et al	2457954	(107.50) 8/7/2015
Underground Service Alert	2458205	(162.65) 8/7/2015
Office Team	2458114	(1,481.90) 8/7/2015
Office Team	2458551	(439.08) 8/14/2015

Cash Balance as of 08/31/15 377,417.69

Rounding (0.69)

Cash Balance 08/31/15 377,417.00

Prepared by		Date	8-31-15
Reviewed by		Date	8/31/15
Approved by		Date	8/31/15

**DSRSD/EBMUD RECYCLED WATER AUTHORITY
TREASURER'S REPORT FOR SEPTEMBER 30, 2015**

STAFF REPORT

Attached is the DERWA Treasurer's Report for the month ending September 30, 2015. A summary of transactions and recommendation follows.

Revenues/Funding: During the month, \$4,507 in agency reimbursements were received. Fiscal year-to-date revenues total \$1,031,193.

Expenses: Current month expenditures were \$255,697. Fiscal year-to-date expenditures for FY16 total \$11,659, of which \$2,193 were operating expenses and \$9,466 were capital expenses. Year to date accrual reversals totaled (\$250,735). Expenditures do not reflect all staff and consultant costs incurred but not yet billed to DERWA in FY16.




Cash: The cash balance at September 30, 2015 was \$126,227.

Submitted by:



Richard Lou
Treasurer

Dated: October 1, 2015

Prepared by  (D. Gulseth)
Reviewed by  (D. Siu)
Reviewed by  (L. Fan)

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**DSRSD/EBMUD RECYCLED WATER AUTHORITY
TREASURER'S REPORT
FOR THE PERIOD ENDED SEPTEMBER 30, 2015**

CAPITAL - PROJECT	Program Budget @ FY16	Expenditures FY 15 and Prior (a)	Expenditures Current Month	Expenditures FY 16 YTD (b)	Expenditures Grand Total (a+b)	DSRSD EXP Grand Total	EBMUD EXP Grand Total
Pipeline Reach 1	7,561,000	7,560,517	0	0	7,560,517	4,383,920	3,176,597
Pipeline Reach 2	4,558,000	4,558,120	0	0	4,558,120	3,882,264	675,856
Pipeline Reach 3	2,286,000	2,286,003	0	0	2,286,003	1,719,204	566,799
Pipeline Reach 4	1,615,000	1,614,959	0	0	1,614,959	363,685	1,251,274
Pipeline Reach 5	1,431,000	1,430,991	0	0	1,430,991	200,195	1,230,796
Pipeline Reach 6	6,760,000	6,759,869	0	0	6,759,869	430,784	6,329,085
Treatment Plant	15,733,000	15,732,794	0	0	15,732,794	8,948,843	6,783,951
Pump Stations	8,563,000	8,563,294	0	0	8,563,294	6,776,648	1,786,646
Water Tanks	12,393,000	12,393,483	0	0	12,393,483	7,221,552	5,171,931
Phase 2 Pipeline & Pump Station	3,463,000	3,462,938	0	0	3,462,938	0	3,462,938
Backbone Corrosion	1,109,000	1,109,004	0	0	1,109,004	122,302	986,702
SCADA	542,000	15,410	0	0	15,410	8,784	6,626
EBMUD Pipeline Phase 2, 3 & 4	602,000	602,193	0	0	602,193	0	602,193
Fine Screening	740,000	905,246	0	(68,534)	836,712	476,926	359,786
New/Replacement Capital <50K	1,278,000	175,044	0	0	175,044	99,775	75,269
MF/UV Control Programing Update	144,000	144,366	0	0	144,366	82,289	62,077
Program Planning & Air Relief	3,767,000	5,127,122	52,605	53,805	5,180,927	2,573,333	2,607,594
Planning Prior Years	5,399,000	3,585,898	0	0	3,585,898	1,757,090	1,828,808
Permanent Suppl. Supply & prior yr design	2,496,000	79,432	0	0	79,432	38,922	40,510
PSR-1 VFD Replacement	526,000	0	0	0	0	0	0
RSR200B Hypo Feed	410,000	0	0	0	0	0	0
MF Membrane Replace	700,000	0	0	0	0	0	0
LVA/WA Connection	900,000	0	0	0	0	0	0
6th RWTP Sand Filter	1,740,000	0	0	0	0	0	0
6th RWTP Expansion	12,462,000	0	17,031	17,031	17,031	0	17,031
PSR1 Expansion	2,134,000	0	0	0	0	0	0
Pleasanton Capital Billing/Contingency	1,000,000	0	0	7,164	7,164	0	7,164
Capitalized Interest	2,000,000	1,960,872	0	0	1,960,871	960,827	1,000,045
Total Capital Impr. Proj. Element	102,312,000	78,067,555	69,636	9,466	78,077,020	40,047,342	38,029,678

OPERATING - ITEM	Budget FY 16	Expenditures FY 15 and Prior (a)	Expenditures Current Month	Expenditures FY 16 YTD (b)	Expenditures Grand Total (a+b)	DSRSD EXP Grand Total	EBMUD EXP Grand Total
DERWA Program Manager	148,710	2,763,844	3,839	5,773	2,769,617	2,187,997	581,620
Treasurer	37,000	2,662,894	6,191	6,961	2,669,855	2,109,185	560,670
Legal Counsel	3,000	418,873	1,569	1,569	420,442	332,149	88,293
Secretary	6,150	196,688	337	0	196,688	155,383	41,305
Other	105,000	979,667	0	0	979,667	773,937	205,730
Operation and Maintenance Detail	1,922,863	10,668,434	174,125	(12,110)	10,656,324	8,418,496	2,237,828
Debt Service	1,645,513	17,092,514	0	0	17,092,514	13,503,086	3,589,428
Total Operating Program Element	3,868,236	34,782,914	186,061	2,193	34,785,107	27,480,233	7,304,874

PROJECT TOTALS	106,180,236	112,850,469	255,697	11,659	112,862,127	67,527,575	45,334,552
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REVENUES & FUNDING	Current Month	Fiscal Year
Agency Contribution		
DSRSD	0	0
EBMUD	0	0
Agency Reimbursements - DSRSD	3,379	389,965
Agency Reimbursements - EBMUD	1,128	166,228
Pleasanton Payment	0	475,000
Misc Contracts	0	0
Misc Income	0	0
TOTAL REVENUES & FUNDING	4,507	1,031,193

	Current Month	Fiscal Year
CASH AVAILABLE		
Beginning Cash	377,417	(893,307)
Beg. Balance Accrual Adj	0	0
LAIF Int Adjustment	0	0
Commercial Paper payoff	0	0
Total Revenues & Funding	4,507	1,031,193
Total Expenditures	(255,697)	(11,659)
Ending Cash	126,227	126,227

Prepared by D. Gulseth Date: 9-25-15
 Reviewed by D. Gulseth Date: 9/28/15
 Approved by Lawrence Fan Date: 9/28/15

DERWA CASH REPORT

Cash Balance as of

08/31/15

377,417.69 *Reconciled to DERWA TR previous month*

Add member agency's contribution:

Interest Income			
Loans			
DSRSD Contribution	EBM-DEO-00241	3,378.52	09/11/15
EBMUD Contribution	EBM-DEO-00240	1,126.18	09/03/15
Agency Reimbursements - DSRSD			
Agency Reimbursements - EBMUD			
City of Pleasanton Payments			
Other Reimbursements- Misc			

Less invoice payments:

Bold, Polisner, Maddow, et al	2459580	(494.50)	09/04/15
EBMUD (Accounting)	2459631	(2,391.66)	09/04/15
Suzanne Arca Design	2459562	(467.50)	09/04/15
ICF Jones & Stokes	2459682	(420.00)	09/04/15
Office Team	2459775	(1,353.83)	09/04/15
DSRSD- June	2459623	(244,822.64)	09/04/15
Bold, Polisner, Maddow, et al	2460730	(1,074.00)	09/25/15
EBMUD (Accounting)	2460789	(3,799.74)	09/25/15
ICF Jones & Stokes	2460848	(690.00)	09/25/15
Office Team	2460936	(182.95)	09/25/15

Cash Balance as of

09/30/15

126,225.57

Rounding

1.43

Cash Balance 09/30/15

126,227.00

Prepared by *Dana Gulseth*
 Dana Gulseth
 Reviewed by *David Liu*
 David Liu
 Approved by *Lawrence Fan*
 Lawrence Fan

Date 9-25-15
 Date 9/28/15
 Date 9/28/15

Item 8.B

DERWA Summary & Recommendation

Quarterly Investment Reports – March 31, 2015 and June 30, 2015

Summary:

Section 53646 of the Government Code allows the Treasurer of the Authority to submit to the Authority Manager, the Internal Auditor, and the Board of Directors a quarterly investment report. It also stipulates that the investment report must include the types of investments in which the Authority has invested its funds, the issuer, date of maturity, the value of the investment at maturity, and the dollar amount that is invested in the security.

The investments held by the Authority on March 31, 2015 and June 30, 2015 were \$0.00. The investment portfolio is in full compliance with the Board's adopted policy regarding the Authority's investments.

In compliance with Section 53646(b)3 of the Government Code, this report denotes that the Authority will be able to meet expenditure requirements for the next six months from revenues/reimbursements/contributions from member agencies.

Recommendation:

The Treasurer recommends the Board approve the Quarterly Investment Reports by Motion.

October 26, 2015

Item 8.C

DERWA Summary & Recommendation

Local Project Sponsor Agreement between ABAG/SFEP and DERWA – Proposition 84 Integrated Regional Water Management 2014 Drought Grant

Summary:

At the regular meeting June 23, 2014 the Board authorized the Authority Manager to execute the Agreement with ABAG/SFEP for the 2014 IRWM Drought Solicitation - San Francisco Bay Area Grant Application. In July 2015 the California Department of Water Resources awarded ABAG a grant for \$32,178,423 in State funding. DERWA is a subrecipient of the State Grant in the amount of \$4,000,000 and is responsible for the DERWA Phase 3 Recycled Water Expansion Project as part of the Integrated Regional Water Management 2014 Work Plan, for providing matching funds in the amount of \$3,000,000, and for providing the additional cost share of approximately \$3,000,000 to make up the estimated total Project cost of \$10,000,000.

Under the grant application, DSRSD is seeking to expand its recycled water distribution facilities to western Dublin and Alameda County facilities. EBMUD is seeking to expand its recycled water distribution facilities in Bishop Ranch in western San Ramon. This project is anticipated to reduce ultimate potable water demand by approximately 867 acre-feet for the two agencies.

In order to receive the grant funds, DERWA is required to enter into a Local Project Sponsor Agreement with ABAG/SFEP. Under the Work Plan for the Project and pursuant to the Agreement, and to the various agreements under which DERWA was organized and operates, DSRSD and EBMUD will each be responsible for their respective Project components, each will receive 50% of the grant funds, and each will be responsible for compliance with the terms and conditions of the grant.

Recommendation:

The Authority Manager recommends the Board, by Resolution, approve and authorize execution of Local Sponsor Agreement between ABAG/SFEP and DERWA – Proposition 84 Integrated Regional Water Management 2014 Drought Grant, and authorize the Authority Manager to implement the actions needed to carry out the Project.

October 26, 2015

Attachments

DERWA
RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF THE DSRSD•EBMUD RECYCLED
WATER AUTHORITY APPROVING AND AUTHORIZING EXECUTION OF THE LOCAL
PROJECT SPONSOR AGREEMENT BETWEEN ABAG/SFEP AND DERWA - PROPOSITION
84 INTEGRATED REGIONAL WATER MANAGEMENT 2014 DROUGHT GRANT

WHEREAS, ABAG applied for a Proposition 84 Integrated Regional Water Management (IRWM) 2014 Drought Grant from the State of California, Department of Water Resources (DWR) to help fund eleven (11) local, subregional and regional projects located within the San Francisco Bay Area IRWM region (Work Plan); and

WHEREAS, in July 2015 DWR and ABAG entered into Agreement No. 4600010883 (Grant Agreement) awarding to ABAG a grant for Thirty-two Million One Hundred Seventy-eight Thousand Four Hundred Twenty-three Dollars (\$32,178,423) in State funding (State Grant) requiring an estimated Twenty-five Million Eight Hundred Fifty Thousand Dollars (\$25,850,000) in matching funds to be expended over the grant period which extends from July 20, 2015 until May 1, 2019, when the Work Plan will be completed; and

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'); and

WHEREAS, DERWA sought a grant and was named a subrecipient of the State Grant in the amount of Four Million Dollars (\$4,000,000), and is the Local Project Sponsor responsible for the DERWA Phase 3 Recycled Water Expansion Project (Project) portion of the Work Plan; and

WHEREAS, the Project, as described in the Work Plan, for which DERWA was named a subrecipient of the State Grant, consists of three components, each of which is required to be built for implementation of the DERWA Recycled Water Program, and two of the three said components are required to be built as part of the recycled water distribution system for Member Agency DSRSD, and the third said component is required to be built as part of the recycled water distribution system for Member Agency EBMUD, and pursuant to the June 28, 1995 Joint Exercise of Powers Agreement under which DERWA was formed and exists, and also pursuant to the June 23, 2003 Agreement for the Sale of Recycled Water between DERWA and its two Member Agencies, each Member Agency is responsible for planning, designing, constructing, owning, and operating all of the facilities required for receipt and distribution of recycled water in its respective service area; and

WHEREAS, as a subrecipient of the State Grant, DERWA is responsible for matching funds in the amount of Three Million Dollars (\$3,000,000), for the additional cost share of

DERWA
Res. No. _____

approximately Three Million Dollars (\$3,000,000) required under the Grant Agreement, for administering the grant in full compliance with all of the specified terms and conditions, and for administering this grant so as to provide fifty percent (50%) of the grant funds to each of the two DERWA Member Agencies for their use in planning, designing, and constructing their respective Project components described in the Work Plan, all of which shall be done in full compliance with the terms and conditions of the State Grant.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the DSRSD•EBMUD Recycled Water Authority, a Joint Powers Authority located in the counties of Alameda and Contra Costa, California, as follows:

The Authority Chair and the Authority Secretary are hereby authorized and directed, respectively, to execute for and on behalf of the Authority, and to attest thereto, an agreement, substantially in the form of the attached Local Sponsor Agreement between ABAG/SFEI and DERWA – Proposition 84 Integrated Regional Water Management 2014 Drought Grant, marked Exhibit “A”, and that the Authority Manager is hereby further authorized, with the concurrence of DERWA Legal Counsel, to accept any non-material revisions to the form of Exhibit “A.”

BE IT FURTHER RESOLVED that the Authority Manager is hereby authorized and directed to take such steps as shall be necessary to implement said Agreement, including but not limited to providing fifty percent (50%) of the grant funds to each Member Agency for the respective Project component(s), and providing direction and instruction to each DERWA Member Agency to carry out its respective Project component(s) as described in the Work Plan, to provide the matching funds and additional cost share associated with its respective Project component(s), and to in all respects act in accordance and full compliance with the terms and conditions of the State Grant.

ADOPTED by the Board of Directors of the DSRSD•EBMUD Recycled Water Authority at its Regular Meeting held on the 26th day of October, 2015 and passed by the following vote:

AYES:

NOES:

John A. Coleman, Chair

ATTEST: _____
Nicole Genzale, Authority Secretary

LOCAL PROJECT SPONSOR AGREEMENT
between
ABAG/SFEP and DERWA
PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT 2014 DROUGHT GRANT
– Department of Water Resources –
Agreement Number 4600010883

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 **Dublin San Ramon Services District-East Bay Municipal Utility District Recycled Water Authority (DERWA)**, a joint powers authority organized and existing under Government Code section 6500 et seq., the parties hereby agree as follows:

RECITALS

- A. Whereas, ABAG applied for a Proposition 84 Integrated Regional Water Management (IRWM) 2014 Drought Grant from the State of California, Department of Water Resources (DWR) to help fund eleven (11) local, subregional and regional projects located within the San Francisco Bay Area IRWM region (Work Plan);
- B. Whereas, in July 2015 DWR and ABAG entered into Agreement No. 4600010883 (Grant Agreement) awarding to ABAG a grant for Thirty-two Million One Hundred Seventy-eight Thousand Four Hundred Twenty-three Dollars (\$32,178,423) in State funding (State Grant) requiring an estimated Twenty-five Million Eight Hundred Fifty Thousand Dollars (\$25,850,000) in matching funds to be expended over the grant period which extends from July 20, 2015 until May 1, 2019, when the Work Plan will be completed;
- C. Whereas, subrecipients of the State Grant (Local Project Sponsors) and ABAG will be responsible for implementing their respective component parts of the Work Plan (such component parts of the Work Plan are referred to generically as 'Local Projects');
- D. Whereas, DERWA is a subrecipient of the State Grant and is responsible for the **DERWA Phase 3 Recycled Water Expansion Project** (Project) as part of the Work Plan and for matching funds in the amount of **Three Million Dollars (\$3,000,000)** required under the Grant Agreement.

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

AGREEMENT

1.0 Applicable Documents. The following are attached:

1.1 Attachment 1 Project Description

1.2 Attachment 2 Insurance Requirements

1.3 Attachment 3 Grant Agreement including the following exhibits that were attached:

1.4 Exhibit A, 'Work Plan'

1.5 Exhibit B, 'Budget'

1.6 Exhibit C, 'Schedule'

1.7 Exhibit D, 'Standard Conditions'

1.8 Exhibit E, 'Authorizing Resolution'

1.9 Exhibit F, 'Local Project Sponsors'

1.10 Exhibit G, 'Report Formats and Requirements'

1.11 Exhibit H, 'Requirements for Statewide Monitoring and Data Submittal'

1.12 Exhibit I, 'State Audit Document Requirements & Funding Match Guidelines for Grantees'

1.13 Exhibit J – Monitoring and Maintenance Plan Components

This Local Project Sponsor Agreement is comprised of this document (Base Document) and Attachments 1, 2, and 3, and is the complete and exclusive statement of understanding between ABAG and DERWA, 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 shall commence as of July 20, 2015 (Effective Date) and continue until May 1, 2019, 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, DERWA will implement the Project as more particularly described in Attachment 1. ABAG/SFEP will disburse up to **Four Million Dollars (\$4,000,000)** of the State Grant to DERWA in accordance with the Grant Agreement. DERWA will provide and document the matching funds referenced in Attachment 1 to this Local Project Sponsor Agreement in accordance with the Grant Agreement.

4.0 ABAG Obligations

4.1 ABAG will undertake and complete the following Local Project, including all administrative and management responsibilities relating solely to such Local Project, in accordance with the Grant Agreement: Project 11 – Grant Administration (ABAG Project)

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 DERWA and

is not obligated to disburse any other funds until such are authorized and disbursed from DWR to ABAG.

- 4.3 ABAG will promptly notify DERWA of any notices given or actions taken by DWR if such notices or actions are likely to affect DERWA's performance, duties, obligations or funding under this Local Project Sponsor Agreement, including but not limited to notices from DWR regarding DERWA's invoices under section 12.c.5 of the Grant Agreement or alleged default by DERWA 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 January 18, 2014 and continuing until May 1, 2019 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 (see Grant Agreement: Project 11 – Grant Administration). ABAG has incurred, and will continue to incur, numerous costs for administrative and management responsibilities under the Grant Agreement that are not related solely to Local Projects (the "Grant Administrative Costs"). The Grant allocates One Million Six Hundred Fifty Thousand Dollars (\$1,650,000) for Grant Administrative Costs.
- 4.5 ABAG will cause to be formed a Local Project Sponsors (LPS) Committee comprised of one representative from each Local Project Sponsor, including ABAG. The LPS Committee will provide input to ABAG in carrying out its responsibilities under sections 4.3 and 4.4. Further, the LPS Committee will allocate among the Local Project Sponsors, any Grant Administrative Costs that exceed the amount allocated for same by the Grant Agreement. The LPS Committee will assess the potential for exceedances upon the completion of each Local Project. ABAG will convene the LPS Committee on an as-needed basis, and provide staff support. ABAG will provide the LPS Committee with available information in a timely manner to enable the LPS Committee to undertake the functions described in this section. The LPS Committee will provide input and make decisions based on consensus but if it cannot reach consensus, such input and decisions will be provided and made based on a majority vote of the quorum present at the meeting.
- 4.6 The obligations of ABAG under section 6.2 shall survive the termination of this Local Project Sponsor Agreement.
- 5.0 DERWA Obligations
- 5.1 DERWA 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. DERWA 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 DERWA, as obligations of DERWA, excepting only ABAG's obligations as defined in subsections 4.1 – 4.3 of this Local Project Sponsor Agreement. Further, DERWA acknowledges and agrees to comply with any requirements directly imposed on DERWA as a Local Project Sponsor under the Grant Agreement.
- 5.2 DERWA agrees to fund the difference between the Total Project Cost and Grant Amount specified in Attachment 1 of this Local Project Sponsor Agreement. Cost share consists of

Funding Match and Additional Cost Share as documented in Attachment 1. DERWA 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, DERWA may invoice ABAG for grant share reimbursement incurred after the grant award date of January 18, 2014 in their first invoice. Subsequent invoices must bill for costs incurred during the quarter in which they were incurred by DERWA. Match costs can include project related costs incurred after January 1, 2010. Required match costs related to a specific task must be documented to the same level of detail as costs for a grant invoice. Required match costs must be approved by DWR prior to DERWA invoicing the grant for payment for that specific task. Additional cost share will be documented by DERWA in the Final Project Report.
- 5.4 DERWA hereby assumes responsibility for submitting Post-Performance Reports as required under section 19 of the Grant Agreement. Reports will be sent to ABAG for submittal to DWR within sixty (60) calendar days after the first year of project operation/completion and annually for a total of ten (10) years following project completion.
- 5.5 DERWA hereby assumes responsibility for the following as required under section 20 of the Grant Agreement: (a) operating and maintaining facilities and structures, (b) all costs for the operation and maintenance of the facilities and structures, and (c) performing as required under (a) and (b) for the period required.
- 5.6 The obligations of DERWA under sections 5.4, 5.5 and 6.1 shall survive the termination of this Local Project Sponsor Agreement.
- 5.7 DERWA shall not cause ABAG to be in violation of the Grant Agreement, whether by act or omission.
- 5.8 DERWA 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 DERWA shall procure and submit proof of insurance coverage in compliance with the requirements of Attachment 2 or as approved in writing by ABAG.
- 5.10 DERWA will appoint a representative to the LPS Committee who will participate in the proceedings of the LPS Committee. DERWA acknowledges and affirms the responsibilities of the LPS Committee and agrees to be bound by the decisions of the LPS Committee.
- 5.11 If , pursuant to section 4.5, the LPS Committee determines that there are exceedances in the Grant Administrative Costs, DERWA will not be obligated to pay more than **Twenty Thousand Five Hundred Eleven Dollars (\$20,511)** as its allocated share of exceedances in Grant Administrative Costs.
- 5.12 DERWA further acknowledges and affirms that every other Local Project Sponsor is a third party beneficiary of this Local Project Sponsor Agreement and DERWA is a third party beneficiary of every other Local Project Sponsor Agreement.

6.0 Indemnification

- 6.1 DERWA shall indemnify, defend, and hold harmless the other Local Project Sponsor and ABAG and their respective members, elected and appointed officers, employees, and agents from and against any and all liability resulting from DERWA's act(s) and/or omission(s) arising from and/or relating to the Project, and as such would be imposed in the absence of Government Code section 895.2.
- 6.2 ABAG shall indemnify, defend, and hold harmless DERWA and its elected and appointed officers, employees, and agents from and against any and all liability resulting from ABAG's act(s) and/or omission(s) arising from and/or relating to the ABAG Projects, and as such would be imposed in the absence of Government Code section 895.2.
- 6.3 Without limiting the scope of subsections 6.1 or 6.2, such liability includes but is not limited to the following: any funding disallowance; audits; demands; claims; actions; liabilities; damages; fines; fees, costs, and expenses, including attorney, auditor, and/or expert witness fees.

7.0 Termination.

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

8.0 Notices and Administrative Contacts

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

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

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

Rhodora Biagtan
Dublin San Ramon Services District
7501 Dublin Blvd
Dublin, CA 94568
Email: biagtan@drrsd.com

- 9.0 Amendments and Changes. This Local Project Sponsor Agreement may be changed only by a written amendment duly signed by ABAG and DERWA, provided that any changes to sections 4.4, 4.5 or 5.6 also require written concurrence by the LPS Committee.
- 10.0 Assignment and Delegation. DERWA shall not assign its rights or delegate its duties under this Local Project Sponsor Agreement. Any attempted assignment or delegation shall be null and void, and constitute a material breach of this Local Project Sponsor Agreement.
- 11.0 Governing Law and Venue. This Local Project Sponsor Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California. DERWA further agrees and consents that the venue of any action brought between DERWA and ABAG shall be exclusively in the County of Alameda.
- 12.0 Validity and Severability. If any provision of this Local Project Sponsor Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Local Project Sponsor Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.
- 13.0 No Waiver. No waiver by either party of any event of breach and/or breach of any provision of this Local Project Sponsor Agreement shall constitute a waiver of any other event of breach and/or breach. Either party's non-enforcement at any time, or from time to time, of any provision of this Local Project Sponsor Agreement shall not be construed as a waiver thereof.
- 14.0 Priority of Documents. The provisions of the Grant Agreement shall prevail over provisions of this Local Project Sponsor Agreement.

END OF BASE DOCUMENT
SIGNATURE PAGE TO FOLLOW

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

AUTHORIZED SIGNATURES

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

DERWA

John A. Coleman, Chair

Attest:

Nicole Genzale, Secretary

Approved as to Form:

Robert B. Maddow, General Counsel

Association of Bay Area Governments

Ezra Rapport, Executive Director

Approved as to Form:

Kenneth K. Moy, Legal Counsel, ABAG

Attachment 1

Local Project Sponsor Agreement
between

ABAG/SFEP and **DERWA**

Proposition 84 Integrated Regional Water Management 2014 Drought Grant
- Department of Water Resources –
Agreement Number 4600010883

Project Description

Project Description

Project 5 – DERWA Phase 3 Recycled Water Expansion Project

Project Description: Construct approximately nine miles of recycled water pipeline in three component projects: the Central Dublin Pipeline, the West Dublin Pipeline, and the San Ramon Valley Phase 2 Projects. The three pipeline component projects will replace approximately 867 AFY of potable water with recycled water.

Work Plan

Task 1 Direct Project Administration: Budget Category (a)

Task 1a Project Management

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

Deliverables:

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

Task 1b Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverables:

- Proof of labor compliance upon request

Task 1c Reporting

Prepare quarterly progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to ABAG for review and inclusion in a progress report to be submitted to DWR.

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

Deliverables:

- Quarterly Project Progress Reports
- Draft and Final Project Completion Report

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

The projects are located within public right-of-way and therefore do not require land purchases or easements. This task is not applicable for this project.

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

Task 3a Feasibility Studies/Assessment and Evaluation

Planning documents have been previously prepared; no additional planning studies are necessary.

Deliverables:

DERWA San Ramon Valley Recycled Water Program Facilities Plan, July 1996

Task 3b CEQA Documentation

Complete required environmental compliance and environmental documentation, including a Notice of CEQA Exemption and an addendum to an EIR. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

DERWA San Ramon Valley Recycled Water Program: Copy of Notice of Preparation
DERWA San Ramon Valley Recycled Water Program: Draft and Final EIR Addendum and Exemption Statute
DERWA San Ramon Valley Recycled Water Program: Copy of Notice of Completion
Central Dublin Pipeline: CEQA Categorical Exemption
West Dublin Pipeline: CEQA Categorical Exemption
San Ramon Valley Phase 2: CEQA Categorical Exemption
No Legal Challenges letter

Task 3c Permitting

The following permits will be acquired:

- Central Dublin Pipeline Component: Right-of-Entry Agreement with Alameda County Jail
- West Dublin Pipeline Component: Encroachment permit with City of Dublin
- San Ramon Valley Phase 2 Component: Encroachment permit

Acquire all identified permits, including local encroachment permits, which will be incorporated into bid documents.

Deliverables:

Copies of all required permits

Task 3d Design

Complete preliminary design including the following supporting work: geotechnical investigation, topographic survey, 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 earthwork calculations, preliminary design details for tank foundation, preliminary design details to produce 100% (Final) design, plans, and specifications.

Deliverables:

Geotechnical Report
Topographic Survey BOD
Report
Updated Project Cost Estimate
100% Design Documents

Task 3e Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points (reference Exhibit J in this agreement for guidance).

Deliverables:

Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)

Task 4a Contract Services

Activities necessary to secure a contractor and award the contract 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 4b Construction Administration

Manage contractor submittal review, answer requests for information, and issue 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.

Deliverables:

- Notice of Completion

Task 4c Construction/Implementation Activities

- 4c(1) Mobilization and Site Preparation: Set up construction staging area and site security, determine placement of temporary sanitary facilities, implement site BMPs, clear and grub, designate stockpile and material storage areas, and set up traffic control.
- 4c(2) Central Dublin Pipeline: Install approximately one mile of recycled water pipeline for the Central Dublin ranging in diameter from approximately four to ten inches, and connections to existing pipelines. Open-cut trench construction will be used for installation of pipeline for this project component.
- 4c(3) West Dublin Pipeline: Install approximately 3.7 miles of recycled water distribution pipeline ranging in diameter from four to eight inches, and connect to existing pipelines. A combination of open-cut trench construction and directional drilling will be used for installation of pipeline for this project component.
- 4c(4) San Ramon Valley Phase 2: Install approximately 3.6 miles of recycled water distribution pipeline ranging in diameter from six to 16 inches. This task also includes all construction equipment and supplies. Open-cut trench construction will be used for installation of pipeline for this project component.
- 4c(5) Performance Testing and Demobilization: Conduct performance testing and including testing water for contaminant and turbidity levels, demobilize equipment and , remove debris, construction spoils, and temporary sanitary facilities from the site.
- 4c(6) Environmental Compliance/Mitigation/Enhancement: This task consists of complying with general construction measures, and creating a stormwater pollution prevention plan and traffic control plan.

Deliverables:

- Pre-construction, construction, and post-construction photographs
- Certified engineer inspection completion report with final as-built drawings
- A copy of the stormwater pollution prevention plan, traffic control plan, and inspection reports

Budget

Project 5: DERWA Phase 3 Recycled Water Expansion Project					
Task	Category	Requested Grant Amount	Cost Share: Non-State (Required Funding Match)	Additional Cost Share	TOTAL PROJECT COST
a	Direct Project Administration	\$0	\$0	\$403,615	\$403,615
b	Land Purchase/Easement	\$0	\$0	\$0	\$0
c	Planning/Design/Engineering/Environmental	\$0	\$0	\$978,892	\$978,892
d	Construction/Implementation	\$4,000,000	\$3,000,000	\$1,640,155	\$8,640,155
Total Cost		\$4,000,000	\$3,000,000	\$3,022,662	\$10,022,662

Schedule

Project 5: DERWA Phase 3 Recycled Water Expansion Project			
Task	Category	Start Date	End Date
Task 1	Direct Project Administration	November-14	October-16
Task 1a	Project Management	November-14	October-16
Task 1b	Labor Compliance Program	December-14	July-16
Task 1c	Reporting	December-14	October-16
Task 2	Land Purchase/Easement	N/A	N/A
Task 3	Planning/Design/Engineering/Environmental Documentation	June-14	July-15
Task 3a	Feasibility Studies/Assessment and Evaluation	June-14	December-14
Task 3b	CEQA Documentation	June-14	February-15
Task 3c	Permitting	June-14	July-15
Task 3d	Design	June-14	March-15
Task 3e	Project Monitoring Plan	June-14	July-15
Task 4	Construction/Implementation	November-14	July-16
Task 4a	Contract Services	November-14	July-16
Task 4b	Construction/Administration	December-14	July-16
Task 4c	Construction/Implementation Activities	December-14	July-16

Attachment 2

LOCAL PROJECT SPONSOR AGREEMENT PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT 2014 DROUGHT GRANT - Department of Water Resources – Agreement Number 4600010883

Insurance Requirements

Subrecipient shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a period of 5 years following the completion of this project. In the event Subrecipient fails to obtain or maintain completed operations coverage as required by this agreement, ABAG, at its sole discretion, may purchase the coverage required and the cost will be paid by Subrecipient. The limits of Insurance required in hereunder may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Indemnitees (if agreed to in a written contract or agreement) before the any Indemnitee's own Insurance or self-insurance shall be called upon to protect it as a named insured.

(a) Minimum Scope of Insurance. Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage

(occurrence Form CG 0001).

Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).

Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Errors and Omissions Liability insurance appropriate to the Subrecipient's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

(b) Minimum Limits of Insurance. Subrecipient shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Errors and Omissions Liability: \$1,000,000 per claim/aggregate.

(c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by ABAG. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects ABAG, its members, officers or employees (Indemnitees); or the Subrecipient shall satisfy any such deductibles or self-insured retentions. In addition, policies containing any self-insured retention (SIR) provision shall

provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or any of the Indemnitees.

(d) Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(i) The Indemnitees are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of Subrecipient; completed operations; or automobiles owned, leased, hired or borrowed by Subrecipient.

(ii) For any claims related to this project, the Subrecipient's insurance coverage shall be primary insurance as respects the Indemnitees.

(iii) Any insurance or self-insurance maintained by the Indemnitees shall be excess of Subrecipient's insurance and shall not contribute with it.

(iv) Except for General Liability and Automobile Liability, each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty(30) days' prior written notice by certified mail, return receipt requested, has been given to ABAG. For General Liability and Automobile Liability, Subrecipient shall provide ABAG with thirty (30) day's prior notice of cancellation by either the insurer or Subrecipient.

(v) Coverage shall not extend to any defense or indemnity coverage for the active negligence of the Indemnitees in any case where an agreement to defend and indemnify the Indemnitees would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(e) Other Insurance Provisions – Workers Compensation. The Workers Compensation insurance shall be endorsed to waive subrogation against the Indemnitees.

(f) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to ABAG.

(g) Verification of Coverage. Subrecipient shall furnish the ABAG with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by ABAG before work commences. ABAG reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Contractors and Lower Tier Subcontractors

Subrecipient shall to include the same requirements and provisions of this Attachment, including the section, with any contractor to the extent they apply to the scope of the contractor's work. Any contractor further agrees to include the same requirements and provisions of this Attachment, including the section, with any lower tier subcontractor to the extent they apply to the scope of the lower tier subcontractor's work. Subrecipient will give a copy of this Attachment to any contractor, or lower tier subcontractor upon request.

Attachment 3

GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER
RESOURCES) AND
ASSOCIATION OF BAY AREA GOVERNMENTS
AGREEMENT NUMBER 4600010883
PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) 2014 DROUGHT
GRANT
CALIFORNIA PUBLIC RESOURCES CODE §75026 ET SEQ.

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
ASSOCIATION OF BAY AREA GOVERNMENTS
AGREEMENT NUMBER 4600010883
PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) 2014 DROUGHT GRANT
CALIFORNIA PUBLIC RESOURCES CODE §75026 ET SEQ.**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the Association of Bay Area Governments, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee", which parties do hereby agree as follows:

1. PURPOSE. State shall provide funding from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to Grantee to assist in financing projects associated with the San Francisco Bay Area IRWM Region Plan pursuant to Chapter 8 (commencing with Section 79560) of Division 26.5 of the California Water Code (CWC), hereinafter collectively referred to as "IRWM Program."
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on May 1, 2019, or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement indicated on page 10.
3. TOTAL PROJECT COST. The reasonable Total Cost of the Projects is estimated to be \$91,626,311.
4. GRANT AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed \$32,178,423.
5. GRANTEE COST SHARE. Grantee agrees to fund the difference between the Total Project Cost, and the Grant Amount (amount specified in Paragraph 4). Cost Share consists of Funding Match and Additional Cost Share, as documented in Exhibit B (Budget). Additional Cost Share is the amount necessary to fund the project above the Grant Amount and the Funding Match. Additional Cost Share will not be reviewed by the State for invoicing purposes; however, the Grantee is required to maintain all financial records associated with the project in accordance with Exhibit I (State Audit Document Requirements).
6. FUNDING MATCH. Funding Match is defined as the minimum amount of Grantee Cost Share required, and cannot include other State funds. Grantee is required to provide a Funding Match of at least 25% of the Total Project Cost (unless a Disadvantaged Community project waiver is granted). The Grantee's Funding Match is estimated to be \$25,850,000. Grantee's Funding Match may include in-kind services that are part of Exhibit A (Work Plan) and performed after January 1, 2010.
7. GRANTEE'S RESPONSIBILITY. Grantee and its representatives shall:
 - a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Budget) and Exhibit C (Schedule).
 - b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 financing.
 - c) Comply with all applicable California laws and regulations.
 - d) Implement the Projects in accordance with applicable provisions of the law.
 - e) Fulfill its obligations under the Grant Agreement, and be responsible for the performance of the projects.
8. LOCAL PROJECT SPONSOR'S RESPONSIBILITY. Grantee shall assign Local Project Sponsors to act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and

operations and maintenance. Local Project Sponsors shall be assigned in accordance with the participating agencies identified in the San Francisco Bay Area Drought Relief Program grant application. Exhibit F identifies Local Project Sponsors. Local Project Sponsors shall also act on behalf of Grantee in the fulfillment of Grantee responsibilities where specifically specified in this Grant Agreement.

9. BASIC CONDITIONS. State shall have no obligation to disburse money for projects under this Grant Agreement until Grantee has satisfied the following conditions (if applicable):
- a) Grantee and Local Project Sponsors demonstrates the availability of sufficient funds to complete each project by submitting the most recent 3 years of audited financial statements.
 - b) Grantee must demonstrate compliance with the groundwater compliance options set forth on pages 13 and 14 of the IRWM Program Guidelines, dated June 2014.
 - c) For the term of this Grant Agreement, Grantee submits timely Quarterly Progress Reports as required by Paragraph 19, "Submission of Reports."
 - d) Grantee submits deliverables as specified in Paragraph 19 of this Grant Agreement and in Exhibit A.
 - e) Prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State for each project:
 - 1) Final plans and specifications certified by a California Registered Professional (Civil Engineer or Geologist, as appropriate) for each approved projects as listed in Exhibit A of this Grant Agreement.
 - 2) Environmental Documentation:
 - i) Grantee submits to the State all applicable environmental permits,
 - ii) Documents that satisfy the CEQA process are received by the State,
 - iii) State has completed its CEQA compliance review as a Responsible Agency, and
 - iv) Grantee receives written concurrence from the State of Lead Agency's CEQA documents and State notice of verification of environmental permit submittal.

State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the projects or to require changes, alterations or other mitigation. Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, and mitigation monitoring programs as may be required prior to beginning construction/implementation.
 - 3) A monitoring plan as required by Paragraph 21, "Project Monitoring Plan Requirements."
10. DISBURSEMENT OF FUNDS. State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to Grantee under this Grant Agreement and any and all interest earned by Grantee on such money shall be used solely to pay Eligible Project Costs, as defined in Paragraph 11.
11. ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reasonable administrative expenses may be included as Total Project Costs and will depend on the complexity of the project preparation, planning, coordination, construction,

acquisitions, and implementation. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the projects including the portion of overhead and administrative expenses that are directly related to the projects included in this Agreement in accordance with the standard accounting practices of the Grantee. Work performed on the projects after January 17, 2014 shall be eligible for reimbursement.

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

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

12. METHOD OF PAYMENT. Submit a copy of invoice for costs incurred and supporting documentation to the DWR Project Manager via Grant Review and Tracking Systems (GRanTS). Additionally, the original invoice form with signature and date (in ink) of Grantee's Project Representative, as indicated on page 10 of this Agreement, must be sent to the DWR Project Manager for approval. Invoices submitted via GRanTS shall include the following information:

- a) Costs incurred for work performed in implementing the projects during the period identified in the particular invoice.
- b) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the projects during the period identified in the particular invoice for the implementation of a project.
- c) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - 1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - 2) Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - 3) Sufficient evidence (e.g. receipts, copies of checks, time sheets) as determined by the State must be provided for all costs included in the invoice. Additional Cost Share shall be accounted for separately in the progress reports.
 - 4) Each invoice shall clearly delineate those costs claimed for reimbursement from the State's Grant Amount, as depicted in Paragraph 4, and those costs that represent Grantee's Funding Match, as applicable, in Paragraph 6.
 - 5) DWR Project Manager will notify Grantee, in a timely manner, when, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or are not supported by documentation or receipts acceptable to State.

Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiencies. If Grantee fails to submit adequate documentation curing the deficiencies, State will adjust the pending invoice by the amount of ineligible or unapproved costs. After the disbursement requirements in Paragraph 9 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via US mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share, and timely Quarterly Progress Reports as required by Paragraph 19, Submission of Reports. Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number.

13. WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and State notifies Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 14, the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by State. State may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 14, "Default Provisions." If State notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.
14. DEFAULT PROVISIONS. Grantee (and a Local Project Sponsor receiving grant funding through this Grant Agreement) will 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 Grantee and State evidencing or securing 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 maintain an adopted IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with Section 10530.
 - d) Failure to operate or maintain project(s) in accordance with this Grant Agreement.
 - e) Failure to make any remittance required by this Grant Agreement.
 - f) Failure to comply with Labor Compliance Program requirements (Paragraph 18).
 - g) Failure to submit timely progress reports.
 - h) Failure to routinely invoice State.
 - i) Failure to meet any of the requirements set forth in Paragraph 15, "Continuing Eligibility."

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

- i. 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.
- ii. Terminate any obligation to make future payments to Grantee.
- iii. Terminate the Grant Agreement.
- iv. Take any other action that it deems necessary to protect its interests.

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

15. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:
- a) An urban water supplier that receives grant funds governed by this Grant Agreement shall:
 - 1) Maintain compliance with the Urban Water Management Planning Act (CWC§10610 et. seq.) and Sustainable Water Use and Demand Reduction, Part 2.55 of Division 6 (CWC§10608 et. Seq.). Urban water suppliers that submitted 1420 compliance Table 2 in the 2014 Drought Application must submit, until June 30, 2016, either:
 - i) List of tasks to implement the BMPs listed in 1420 compliance Table 2 and a corresponding schedule and budget. Or
 - ii) The progress toward the 2015 interim gallon per capita per day (GPCD) target. If not meeting the interim target also include a schedule, financing plan, and budget for achieving the GPCD, as required pursuant to CWC § 10608.24.

By July 1, 2016 all urban water suppliers must submit documentation that demonstrates they are meeting the 2015 interim GPCD target. If not meeting the interim target, also include a schedule, financing plan, and budget for achieving the GPCD, as required pursuant to CWC § 10608.24.

 - 2) Have their 2010 UWMP deemed consistent by DWR. The 2015 UWMP update will be required to be submitted to DWR in 2016. For more information visit the following website:
<http://www.water.ca.gov/urbanwatermanagement>
 - b) An agricultural water supplier receiving grant funding must:
 - 1) Comply with Sustainable Water Use and Demand Reduction requirements outlined in Part 2.55 (commencing with §10608) of Division 6 of the CWC. Before July 1, 2016:
 - i) Submit a schedule, financing plan, and budget for implementation of the efficient water management practices, required pursuant to CWC § 10608.48, for inclusion in the grant agreement as an Exhibit.
 - 2) Have their AWMP deemed consistent by DWR. The next AWMP update will be required in 2016. For more information visit the following website:
<http://www.water.ca.gov/wateruseefficiency/agricultural/agmgmt.cfm>
 - c) Grantee's diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the CWC.
 - d) Projects with potential groundwater impacts must demonstrate compliance with the groundwater compliance options set forth on pages 13 and 14 of the IRWM Program Guidelines, dated June 2014.
 - e) Project Proponents that have been designated as monitoring entities under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program must maintain reporting compliance, as required by CWC§ 10932 and the CASGEM Program.
16. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Projects. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to State.
17. RELATIONSHIP OF PARTIES. Grantee is solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.

18. LABOR COMPLIANCE. Grantee agrees to comply with all applicable California Labor Code requirements and Standard Condition D.28 in Exhibit D. Grantee must, independently or through a third party, adopt and enforce a Department of Industrial Relations-certified Labor Compliance Program (LCP) meeting the requirements of Labor Code section 1771.5 for projects funded by:
- Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006; PRC sections 75075 *et seq.*) or
 - Any other funding source requiring an LCP.

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

19. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager, and shall be submitted via DWR's "Grant Review and Tracking System" (GRanTS). If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit G. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such projects.
- Progress Reports: Grantee shall submit progress reports on a regular and consistent basis to meet the State's requirement for disbursement of funds. The reporting period shall not exceed one quarter in length. The progress reports shall be sent via e-mail to the State's Project Manager and shall be uploaded into GRanTS at the frequency specified in Exhibit C, Project Schedule. The progress reports shall provide a brief description of the work performed during the reporting period including: Grantee's activities, milestones achieved, any accomplishments, and any problems encountered in the performance of the work under this Agreement.
 - Water Management Status Report: Until June 30, 2016, Grantees shall submit status report(s) on implementation of AB 1420 status or SBx7-7 water conservation status for the urban water suppliers that submitted 1420 compliance Table 2 in the 2014 Drought Application. For AB 1420 BMP, the status report shall be uploaded into GRanTS no later than April 30, 2016. For SBx7-7 GPCD, status reports shall be uploaded via GRanTS annually no later than June 30, 2016. By July 1, 2016 all urban water suppliers must submit an UWMP that demonstrates they are meeting the 2015 interim SBx7-7 GPCD target. If not meeting the interim target, the urban water suppliers must also submit, with the UWMP, a schedule, financing plan, and budget for achieving the GPCD, as required pursuant to CWC § 10608.24. These urban water suppliers (that are not meeting their 2015 GPCD target) will subsequently have to submit annual reports that include a schedule, financing plan, and budget for achieving the GPCD, as required pursuant to CWC § 10608.24 every year by June 30, starting June 30, 2017. Failure to progress on implementation may result in continuing grant eligibility actions under paragraph 15.
 - Project Completion Report: Grantee shall prepare and submit to State a separate Project Completion Report for each project included in Exhibit A. Grantee shall submit a Project Completion Report within ninety (90) calendar days of projects completion. Project Completion Report(s) shall include, in part, a description of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Project Completion Report shall also include, if applicable, certification of final project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Standard Condition D.19 in Exhibit D. A DWR "Certification of Project Completion" form will be provided by the State.
 - Grant Completion Report: Upon completion of all projects included in Exhibit A, Grantee shall submit to State a Grant Completion Report. The Grant Completion Report shall be submitted

within ninety (90) calendar days of submitting the Project Completion Report for the final project to be completed under the Grant Agreement. The Grant Completion Report shall include reimbursement status, a brief description of each project completed, and how those projects will further the goals of the IRWM Plan and identify any changes to the IRWM Plan, as a result of project implementation. Retention for the last project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to and approved by the State.

- Post-Performance Reports: Grantee shall submit Post-Performance Reports. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of 10 years after the completed projects begins operation.

20. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of each project, and shall ensure or cause each 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. Grantee or their successors may, with the written approval of 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 of Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 14, "Default Provisions."

21. PROJECT MONITORING PLAN REQUIREMENTS. Grantee shall develop and submit to State a Project Monitoring Plan that incorporates: (1) the Project Performance Monitoring Table requirements outlined in the Proposition 84 2014 IRWM Drought Grant Proposal Solicitation Package (in Exhibit A), and (2) the guidance provided in Exhibit J, "Project Monitoring Plan Guidance."

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

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

23. NOTIFICATION OF STATE. Grantee shall promptly notify State, in writing, of the following items:

- a) Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of a projects will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the work plan, schedule or term, and budget.

- b) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least 14 calendar days prior to the event.
- c) Final inspection of the completed work on a project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), in accordance with Standard Condition D.19 in Exhibit D. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.

24. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:

- 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.

Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses set forth in Paragraph 26. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

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

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

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

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

Direct all inquiries to the Project Manager:

Department of Water Resources
Melissa Sparks
Grant Project Manager, Division of IRWM
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: 916-651-9221
E-mail: melissa.sparks@water.ca.gov

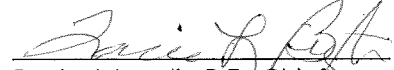
Association of Bay Area Governments
San Francisco Estuary Partnership division
Jennifer Krebs
Project Manager
1515 Clay Street, 14th Floor
Oakland, CA 94612
Phone: 510-622-2315
Email: Jennifer@sfestuary.org

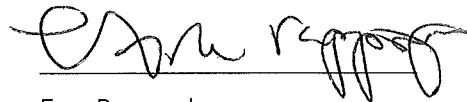
Either party may change its Project Representative or Project Manager upon written notice to the other party.

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Association of Bay Area Governments

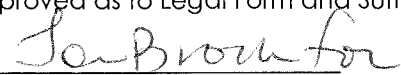

by Paula J. Landis, P.E., Chief
Division of Integrated Regional Water
Management


Ezra Rapport
Executive Director

Date 7/20/15

Date 6/18/15

Approved as to Legal Form and Sufficiency


Spencer Kenner, Assistant Chief Counsel
Office of Chief Counsel

Date 6.30.15

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

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Local Project Sponsors

Exhibit G – Report Formats and Requirements

Exhibit H – Requirements for Statewide Monitoring and Data Submittal

Exhibit I – State Audit Document Requirements and Funding Match Guidelines for Grantees

Exhibit J – Project Monitoring Plan Components

EXHIBIT A
WORK PLAN

The Proposition 84 IRWM 2014 Drought Grant agreement provides funding for (11) projects located within the San Francisco Bay Area region.

Project 1 – Lower Cherry Aqueduct Emergency Rehabilitation Project

Implementing Agency: San Francisco Public Utilities Commission (SFPUC)

Project Description: Repair the Lower Cherry Aqueduct and the Lower Cherry Diversion Dam. The Lower Cherry Aqueduct and Diversion Dam were both damaged by the Rim Fire. The Project will provide access to approximately 150,000 acre feet (AF) of potable water for drought preparedness.

Task 1 Direct Project Administration: Budget Category (a)

Task 1a 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 (ABAG). Prepare invoices including relevant supporting documentation for submittal to DWR via ABAG. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies.

Deliverables:

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

Task 1b Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverables:

- Proof of labor compliance upon request

Task 1c Reporting

Prepare quarterly progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to ABAG for review and inclusion in a progress report to be submitted to DWR.

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

Deliverables:

- Quarterly Project Progress Reports
- Draft and Final Project Completion Report

Task 2 Budget Category (b) Land Purchase/Easement

The project site is located on U.S. Forest Service (USFS) land within SFPUC's right-of-way. No land purchases or easements are necessary.

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

Task 3a Feasibility Studies

Project Feasibility Studies were completed as part of the project development process.

Deliverables:

- Copies of all relevant Feasibility Studies

Task 3b CEQA Documentation

Prepare and submit a request for a Statutory Exemption (CEQA) to the San Francisco Environmental Planning Department for project approval. Prepare draft Notice of Exemption (CEQA) and Environmental Assessment (NEPA) and release documents for public review. Prepare responses to public comments and prepare responses to objection, if applicable. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- Copy of Notice of Exemption
- Copy of Environmental Assessment
- No Legal Challenges letter

Task 3c Permitting

Prepare and acquire the following federal, state, and local permits and clearances:

- U.S. Army Corps of Engineers (USACE) Section 404 Nationwide Permit
- Regional Water Quality Control Board (RWQCB) Section 401 Water Quality Certification
- California Department of Fish and Wildlife (CDFW) Emergency Section 1602 Agreement
- CDFW Section 2081 Incidental Take Permit
- State Historic Preservation Officer (SHPO) Section 106 compliance
- U.S. Fish and Wildlife Service Section 7 Informal Consultations

Additional permits may be obtained as required.

Deliverables:

- Copies of all required permits

Task 3d Design

Complete and finalize the pipeline, tunnel, and dam repair designs as part of the project development process to produce 100% (Final) design, plans, and specifications.

Deliverables:

- Updated project cost estimate
- 100% design plans and specifications

Task 3e Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points (reference Exhibit J in this agreement for guidance).

Deliverables:

- Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)

Task 4a Contract Services

Activities necessary to secure a contractor and award the contract 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 4b Construction Administration

Review contractor submittals, answer requests for information, and issue 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.

Deliverables:

- Notice of Completion

Task 4c Construction/Implementation Activities

Construction activities are outlined below.

4c(1) Mobilization and Site Preparation: Set up construction staging area and site security, install temporary construction field offices, place temporary sanitary facilities, implement site best management practices (BMPs), clear and grub, designate stockpile and material storage areas, and set up traffic control.

4c(2) Project construction will include the following elements:

- *Aqueduct Repair:* Remove approximately 500 cubic yards (yds³) of accumulated debris in the aqueduct and repair concrete canal lining.
- *Tunnel Repair:* Remove approximately 750 yds³ rock, mud, and sand deposited in Lower Cherry Aqueduct's (LCA) tunnel system by erosion after the Rim fire. Repair sections of LCA system's 9,500 feet (ft.) of tunnel including: rock bolting, grouting, and reinforced concrete placement.
- *Cherry Creek Diversion Dam Facility Repairs:* Reconstruct the gate house and control room; rehabilitate trail and bridge; replace head gates; and complete concrete structural inspections and repair work for the replacement of the gates.
- *Forebay Trash Rack:* SFPUC will clean an existing 20 feet -diameter reinforced concrete structure, remove a nonfunctioning trash rack, seal the existing slide gate, and construct a new cover.
- *Erosion Control:* Stabilize existing hazardous slopes, install water quality monitoring equipment in the Early Intake Reservoir, install of Storm Water Pollution Prevention Plan (SWPPP) BMPs, and implementation of quality control measures including special inspections and field testing.

4c(3) Performance Testing and Demobilization: Conduct performance testing and stormwater testing for contaminant and turbidity levels, and demobilization and remove debris and construction spoils from the site, excess materials, temporary sanitary facilities, and equipment.

4c(4) Environmental Compliance/Mitigation/Enhancement: Monitor compliance with general construction measures; implement stormwater pollution prevention plan (SWPPP), traffic control plan, and a hazardous materials management plan. Environmental mitigation measures identified in the NEPA Environmental Assessment will also be implemented including: flagging sensitive areas, and biological monitoring during construction.

Deliverables:

- Photographic documentation
- Engineer's certification
- Copy of construction general permit, including SWPPP

Project 2 – Zone 7 Water Supply Drought Preparedness Project

Implementing Agency: Zone 7 Water Agency

Project Description: Construct a new groundwater supply well, Chain of Lakes Well 5(COL-5), in an area of the Livermore Valley Groundwater Basin less susceptible to drought impacts, and construct the Cope Lake Pipeline (CLP) to convey groundwater generated from area strip mines to a more permeable pond to aid in groundwater recharge. The project anticipates supplying approximately 2,240 AF per year (AFY) from the new well and up to 46 AF per day (AFD) of groundwater recharge for the Livermore-Amador Valley area.

Task 1 Direct Project Administration: Budget Category (a)

Task 1a Project Management

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

Deliverables:

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

Task 1b Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverables:

- Proof of labor compliance upon request

Task 1c Reporting

Prepare quarterly progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to ABAG for review and inclusion in a progress report to be submitted to DWR.

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

Deliverables:

- Quarterly Project Progress Reports
- Draft and Final Project Completion Report

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

The CLP project is located within Zone 7-owned property. Zone 7 has an access easement for the COL-5 Project and is in the process of purchasing the property.

Deliverables:

- All relevant documentation regarding property purchase as requested
- Copy of relevant easements including access easements, etc.
- Proof of Title Transfer for property acquisition for the COL-5 Project

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

Task 3a Feasibility Studies/Assessment and Evaluation

Conduct site surveys, calculations, and prepare cross section drawings in preparing the project site for construction.

Deliverables:

- Relevant Feasibility Studies, including COL-5 Well Master Plan

Task 3b CEQA Documentation

Prepare and complete the required environmental compliance and environmental documentation. Prepare and file the CEQA Mitigated Negative Declaration (MND) and Environmental Impact Report (EIR) for the project. Prepare letter stating no legal challenges (or addressing legal challenges). CEQA documentation for the COL-5 Well portion was completed in the July 2005 Well Master Plan EIR. The CEQA documentation for the Cope Lake Pipeline was completed in the January 2012 Cope Lake Improvements and Maintenance Environmental Impact Statement (EIS)/MND.

Deliverables:

- Copy of Final EIR for the COL-5 Well Installation (completed in the Well Master Plan EIR)
- Copy of Final Cope Lake Pipeline EIS/MND (completed in the Cope Lake Improvements and Maintenance EIS/MND)
- No Legal Challenges letter

Task 3c Permitting

Prepare and acquire all identified federal, state, and local permits. The Cope Lake Pipeline Project component does not require any permits. The COL-5 Well Project component required three well drilling permits and one well abandonment permit.

Deliverables:

- Copies of all required permits

Task 3d Design

Complete preliminary design in development of final design, plans and specifications to produce 100% design, plans, and specifications.

Deliverables:

- Updated Project Cost Estimate
- 100% Design Documents

Task 3e Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points (reference Exhibit J in this agreement for guidance).

Deliverables:

- Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)

Task 4a Contract Services

This Project does not need to be advertised and bid. Due to Zone 7's declaration of a drought emergency, the Zone 7 Board authorized the General Manager to award the design build contracts without competitive bidding.

Deliverables:

- Copy of Zone 7 Board resolutions authorizing award of design-build contracts
- Award of contract
- Notice to proceed

Task 4b Construction Administration

Review contractor submittals, answer requests for information, and issue work directives. A full time engineering construction observer will be on site for the duration of the project. Construction observer duties include: documenting 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, and notifying contractor if work is not acceptable.

Deliverables:

- Notice of Completion

Task 4c Construction/Implementation Activities

4c(1) Mobilization and Site Preparation: Set up construction staging area and site security, install temporary construction field offices, place temporary sanitary facilities, implement site best management practices (BMPs), clear and grub, designate stockpile and material storage areas, and set up traffic control.

4c(2) Project Construction: This project consists of two major project tasks outlined below.

COL-5 Well Installation – An eight inch diameter test borehole was advanced to 690 feet to determine soil lithology. The test well was converted to a monitoring well with a two inch diameter casing. A second well was drilled with the intent of installing the water supply well. The second well was drilled to 175 feet with a 28 inch diameter borehole; however, a portion of the drill rig broke and fell into the well. This well had to be abandoned in place. The well borehole was backfilled with pea gravel and grout. A third well was installed 15-feet away from the abandoned well. The third well was completed at a depth of 715 feet with a 28 inch diameter borehole, and 18 inch casing.

Connections were installed to the existing pipelines, disinfection system, and disposal system. Well water will be pumped to an adjacent well site to be disinfected with sodium hypochlorite and aqueous ammonia.

CLP - The CLP project consists of installation of approximately 620 feet of pipeline, connections to existing pipelines and lake outfalls. The pipeline consists of 36-inch DR17 HDPE pipe and will be constructed by open cut trenching and backfilling.

4c(3) Performance Testing and Demobilization: Conduct performance testing including stormwater testing for contaminant and turbidity levels, and demobilize and remove debris, construction spoils, excess materials, temporary sanitary facilities, and equipment from the site.

4c(4) Environmental Compliance/Mitigation/Enhancement: Monitor construction to document compliance with general construction measures, inspect BMPs, document daily construction activities including photos, test storm water for contaminant and turbidity levels, and complete post construction site restoration.

Deliverables:

- Photographic documentation
- Engineers Certification Certified engineer inspection completion report with final as-built drawings
- A copy of the erosion and sediment control plan
- A copy of the inspection reports and meeting minutes from construction management reports

Project 3 –Los Carneros Water District and Milliken Sarco-Tulocay Recycled Water Pipelines

Implementing Agency: Napa Sanitation District

Project Description: Construct additional recycled water distribution infrastructure to offset groundwater and surface water use in the Napa Valley by up to 1,250 AFY, and improve water quality by reducing discharges to surface water from the wastewater treatment plant.

Task 1 Direct Project Administration: Budget Category (a)

Task 1a Project Management

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

Deliverables:

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

Task 1b Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverables:

- Proof of labor compliance upon request

Task 1c Reporting

Prepare quarterly progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to ABAG for review and inclusion in a progress report to be submitted to DWR.

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

Deliverables:

- Quarterly Project Progress Reports
- Draft and Final Project Completion Report

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

Obtain easements for the Milliken Sarco-Tulocay (MST) Project (booster pump station) and a small portion of the Los Carneros Water District (LCWD) Project.

Deliverables:

- All relevant documentation regarding acquisition of easement (final recorded deed, title report)

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

Task 3a Feasibility Studies/Assessment and Evaluation

Conduct site surveys, and prepare calculations and cross section drawings.

Deliverables:

- Alignment Study
- Assessment Study (funding evaluation)
- Modeling Study

Task 3b CEQA Documentation

Complete the required environmental compliance and environmental documentation, including an initial study (IS)/ MND) as part of an existing EIR/EIS certified/adopted by the U.S. Bureau of Reclamation and North Bay Water Reuse Authority in 2009. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- Copy of Notice of Preparation
- Draft and Final IS/MND
- Copy of Notice of Completion
- No Legal Challenges letter

Task 3c Permitting

Acquire all required permits from appropriate agencies, including a Section 404 Nationwide Permit from the USACE, a Section 1600 Streambed Alteration Agreement permit from the CDFW, a Section 401 Water Quality Certification from the RWQCB, an Encroachment Permit from Napa County for work within the right-of-way, and a State of California Construction General Permit.

Deliverables:

- Copies of all required permits

Task 3d Design

Complete preliminary design including the following supporting work: geotechnical investigation, topographic survey, and preliminary design report. The preliminary design report will provide the overall project concept for use in development of final design, plans and specifications including: pipeline sizing, construction methods, and booster pump station details to produce 100% (final) design, plans, and specifications. This task includes 100% complete designs and construction specifications and final drawings.

Deliverables:

- Geotechnical Report
- Topographic Survey
- Updated Project Cost Estimate
- 100% Design Documents

Task 3e Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points (reference Exhibit J in this agreement for guidance).

Deliverables:

- Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)

Task 4a Contract Services

Activities necessary to secure a contractor and award the contract 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 4b Construction Administration

Review contractor's schedule and performance, manage and coordinate the agencies and contractors involved with the Project, and provide construction inspection and management oversight including: review and approval of inspection reports, pay requests, meeting notes, contractor log submittals, and as-built drawings.

Deliverables:

- Notice of Completion

Task 4c Construction/Implementation Activities

Construction activities are outlined below.

- 4c(1) Mobilization and Site Preparation: Set up construction staging area and site security, place temporary sanitary facilities, implement site BMPs, clear and grub, designate stockpile and material storage areas, and set up traffic control.
- 4c(2) MST Component Project: Construct approximately five miles of recycled water pipeline (by open-cut method) and a booster pump station (pump station structure, pumps, electrical components, surge tanks).
- 4c(3) LCWD Component Project: Construct approximately nine miles of recycled water pipeline. The pipeline will connect to the Napa Sanitation District's existing pipeline distribution system located west of the Napa River, and will be constructed from east to west. As segments are constructed and tested, sections of the pipeline will be brought online to provide recycled water to users in the eastern areas while the west pipeline segments are being installed.
- 4c(4) Performance Testing and Demobilization: Conduct performance testing and demobilization including stormwater testing for contaminant and turbidity levels, demobilization and removal of debris and excess spoils, temporary sanitary facilities, and equipment.
- 4c(5) Environmental Compliance/Mitigation/Enhancement: Monitor construction to document compliance with general construction measures, inspect Best Management Practices (BMP), document daily construction activities including photos, test storm water for contaminant and turbidity levels, and restore site.

Deliverables:

- Contractor agreement documentation
- Pre-construction, construction period, and post-construction photographs
- Certified engineer inspection completion report with final as-built drawings
- A copy of the erosion and sediment control plan
- A copy of the inspection reports
- A copy of meeting minutes from construction management reports

Project 4 – Sunnyvale Continuous Recycled Water Production Facilities and Wolfe Road Pipeline

Implementing Agency: Santa Clara Valley Water District (SCVWD) and City of Sunnyvale

Project Description: Construct recycled water pipeline and implement plant improvements at the Sunnyvale Water Pollution Control Plant (WPCP) to offset approximately 1,680 AFY of potable water demand and improve water quality.

Task 1 Direct Project Administration: Budget Category (a)

Task 1a Project Management

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

Deliverables:

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

Task 1b Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverables:

- Proof of labor compliance upon request

Task 1c Reporting

Prepare quarterly progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to ABAG for review and inclusion in a progress report to be submitted to DWR.

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

Deliverables:

- Quarterly Project Progress Reports
- Draft and Final Project Completion Report

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

The Project takes place on land within City of Sunnyvale and/or SCVWD-owned property. Therefore, land purchase or easement acquisition is not applicable to this project.

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

Task 3a Feasibility Studies/Assessment and Evaluation

A Planning Study Report will be prepared for the pipeline alternatives evaluation. An Engineer's Report will be prepared for the pipeline project for Board approval as required by SCVWD Act).

Deliverables:

- Copy of the Engineer's Report and Board approval
- Copy of the Planning Study Report

Task 3b CEQA Documentation

Prepare CEQA compliance documentation including, an MND for the pipeline project, and a categorical exemption for the plant improvements. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- Copy of Notice of Preparation
- Draft and Final MND
- Copy of Notice of Completion
- No Legal Challenges letter

Task 3c Permitting

Acquire permits from Caltrans, Caltrains, RWQCB (National Pollutant Discharge Elimination System), Bay Area Air Quality Management District (Authority to Construct) and Sunnyvale for encroachment purposes.

Deliverables:

- Copies of all required permits

Task 3d Design

Complete preliminary design including the following supporting work: geotechnical investigation, topographic survey, 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 earthwork calculations, preliminary design details for tank foundation, preliminary design details to produce 100% (Final) design, plans, and specifications.

Deliverables:

- Geotechnical Report
- Topographic Survey
- BOD Report
- Updated Project Cost Estimate
- 100% Design Documents
- Pump Station Hydraulic Criteria Memorandum
- Hazardous Materials Investigation Report

Task 3e Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points (reference Exhibit J in this agreement for guidance).

Deliverables:

- Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)

Task 4a Contract Services

Activities necessary to secure a contractor and award the contract 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

Task 4b Construction Administration

Secure contractor performance and payment bonds, review contractor's schedule and performance, manage and coordinate public inquiries, manage and coordinate all contractor correspondence, maintain detailed project records, and recommend final payment and submittal of all projects for archival. This task also includes inspection of the Project including reporting and project communication.

Deliverables:

- Notice of Completion

Task 4c Construction/Implementation Activities

4c(1) Mobilization and Site Preparation: Set up construction staging area and site security, determine place temporary sanitary facilities, implement site BMPs, clear and grub, designate stockpile and material storage areas, and set up traffic control.

4c(2) Project Construction: Install approximately 13,300 feet of 24-inch diameter recycled water pipeline and appurtenances in Wolfe Road between Kifer Road and Homestead Road, and construct booster pump station at the City of Sunnyvale's San Lucar Pump Station site. Pipe installation will primarily be open trench method. Improvements at the Water Pollution Control Plant include installation of additional valves, meters, mixing pumps, and piping at the facility to isolate and operate one air flotation tank, one dual media filter, and one chlorine contact for the sole purpose of producing recycled water.

4c(3) Performance Testing and Demobilization: Take photo inventory of the Project site prior to construction. Demobilization activities include removal of: construction spoils and debris from the Project site, excess materials, sanitary facilities, and equipment. This task also includes transferring responsibility back to property owner.

Deliverables:

- Copy of all construction related plans (e.g., traffic control, hazardous material management)
- Construction photographs
- Certified engineer inspection completion report with final as-built drawings
- A copy of the inspection reports and test results

Project 5 – DERWA Phase 3 Recycled Water Expansion Project

Implementing Agency: DSRSD/EBMUD Recycled Water Authority (DERWA)

Project Description: Construct approximately nine miles of recycled water pipeline in three component projects: the Central Dublin Pipeline, the West Dublin Pipeline, and the San Ramon Valley Phase 2 Projects. The three pipeline component projects will replace approximately 867 AFY of potable water with recycled water.

Task 1 Direct Project Administration: Budget Category (a)

Task 1a Project Management

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

Deliverables:

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

Task 1b Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverables:

- Proof of labor compliance upon request

Task 1c Reporting

Prepare quarterly progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to ABAG for review and inclusion in a progress report to be submitted to DWR.

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

Deliverables:

- Quarterly Project Progress Reports
- Draft and Final Project Completion Report

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

The projects are located within public right-of-way and therefore do not require land purchases or easements. This task is not applicable for this project.

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

Task 3a Feasibility Studies/Assessment and Evaluation

Planning documents have been previously prepared; no additional planning studies are necessary.

Deliverables:

- DERWA San Ramon Valley Recycled Water Program Facilities Plan, July 1996

Task 3b CEQA Documentation

Complete required environmental compliance and environmental documentation, including a Notice of CEQA Exemption and an addendum to an EIR. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- DERWA San Ramon Valley Recycled Water Program: Copy of Notice of Preparation
- DERWA San Ramon Valley Recycled Water Program: Draft and Final EIR Addendum and Exemption Statute
- DERWA San Ramon Valley Recycled Water Program: Copy of Notice of Completion
- Central Dublin Pipeline: CEQA Categorical Exemption
- West Dublin Pipeline: CEQA Categorical Exemption
- San Ramon Valley Phase 2: CEQA Categorical Exemption
- No Legal Challenges letter

Task 3c Permitting

The following permits will be acquired:

- Central Dublin Pipeline Component: Right-of-Entry Agreement with Alameda County Jail
- West Dublin Pipeline Component: Encroachment permit with City of Dublin
- San Ramon Valley Phase 2 Component: Encroachment permit

Acquire all identified permits, including local encroachment permits, which will be incorporated into bid documents.

Deliverables:

- Copies of all required permits

Task 3d Design

Complete preliminary design including the following supporting work: geotechnical investigation, topographic survey, 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 earthwork calculations, preliminary design details for tank foundation, preliminary design details to produce 100% (Final) design, plans, and specifications.

Deliverables:

- Geotechnical Report
- Topographic Survey
- BOD Report
- Updated Project Cost Estimate
- 100% Design Documents

Task 3e Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points (reference Exhibit J in this agreement for guidance).

Deliverables:

- Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)

Task 4a Contract Services

Activities necessary to secure a contractor and award the contract 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 4b Construction Administration

Manage contractor submittal review, answer requests for information, and issue 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.

Deliverables:

- Notice of Completion

Task 4c Construction/Implementation Activities

4c(1) Mobilization and Site Preparation: Set up construction staging area and site security, determine placement of temporary sanitary facilities, implement site BMPs, clear and grub, designate stockpile and material storage areas, and set up traffic control.

4c(2) Central Dublin Pipeline: Install approximately one mile of recycled water pipeline for the Central Dublin ranging in diameter from approximately four to ten inches, and connections to existing pipelines. Open-cut trench construction will be used for installation of pipeline for this project component.

4c(3) West Dublin Pipeline: Install approximately 3.7 miles of recycled water distribution pipeline ranging in diameter from four to eight inches, and connect to existing pipelines. A combination of open-cut trench construction and directional drilling will be used for installation of pipeline for this project component.

4c(4) San Ramon Valley Phase 2: Install approximately 3.6 miles of recycled water distribution pipeline ranging in diameter from six to 16 inches. This task also includes all construction equipment and supplies. Open-cut trench construction will be used for installation of pipeline for this project component.

4c(5) Performance Testing and Demobilization: Conduct performance testing and including testing water for contaminant and turbidity levels, demobilize equipment and , remove debris, construction spoils, and temporary sanitary facilities from the site.

4c(6) Environmental Compliance/Mitigation/Enhancement: This task consists of complying with general construction measures, and creating a stormwater pollution prevention plan and traffic control plan.

Deliverables:

- Pre-construction, construction, and post-construction photographs
- Certified engineer inspection completion report with final as-built drawings
- A copy of the stormwater pollution prevention plan, traffic control plan, and inspection reports

Project 6 – Calistoga Recycled Water Storage Facility

Implementing Agency: City of Calistoga

Project Summary: Excavate an approximately 16.3 million gallon recycled water storage pond, install approximately 200 feet of pipeline, and construct a maintenance road (including a bridge) to provide access to the new storage pond. The project will allow increased recycled water production to offset approximately 25 AFY of potable water use.

Task 1 Direct Project Administration: Budget Category (a)

Task 1a Project Management

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

Deliverables:

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

Task 1b Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverables:

- Proof of labor compliance upon request

Task 1c Reporting

Prepare quarterly progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to ABAG for review and inclusion in a progress report to be submitted to DWR.

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

Deliverables:

- Quarterly Project Progress Reports
- Draft and Final Project Completion Report

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

The Project is located within public right-of-way. No land purchases or easements are necessary. This task is not applicable for this project.

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

Task 3a Feasibility Studies/Assessment and Evaluation

Prepare the Bypass Alternative Investigation Report, a geotechnical study, and a topographic survey.

Deliverables:

- Bypass Alternative Investigation Report
- Geotechnical study
- Topographic survey

Task 3b CEQA Documentation

Complete the required environmental compliance and environmental documentation necessary for the Project, including a categorical exemption. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- Categorical Exemption
- No Legal Challenges letter

Task 3c Permitting

Acquire all identified federal, state, and local permits. Work includes coordinating and complying with requirements for issuance of the following permits: CDFW Section 1600 permit, Clean Water Act (CWA) Section 401 permit from the San Francisco RWQCB, CWA Section 402 NPDES Construction General Permit (through preparation of a SWPPP), and CWA Section 404 permit from USACE.

Deliverables:

- Copies of all required permits

Task 3d Design

Complete preliminary design including the following supporting work: geotechnical investigation, topographic survey, and BOD. The BOD will provide the overall project concept for use in development of final design, plans and specifications including: preliminary earthwork calculations, preliminary design details for tank foundation, preliminary design details to produce 100% (Final) design, plans, and specifications.

Deliverables:

- BOD Report
- Updated Project Cost Estimate
- 100% Design Documents

Task 3e Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points (reference Exhibit J in this agreement for guidance).

Deliverables:

- Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)

Task 4a Contract Services

Activities necessary to secure a contractor and award the contract 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 4b Construction Administration

Review contractor submittal review, answer requests for information, and issue work directives. A qualified construction inspector 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.

Deliverables:

- Notice of Completion

Task 4c Construction/Implementation Activities

Construction activities are outlined below.

- 4c(1): Mobilization and Site Preparation: Set up construction staging area and site security, determine placement of temporary sanitary facilities, implement site BMPs, clear and grub site, designate stockpile and material storage areas, remove existing irrigation piping/sprinklers, mobilize equipment to site, and set up traffic control.
- 4c(2) Project Construction: Excavate approximately 100,000 yds³ of soil and build embankment to construct an approximate 16.3-million-gallon (MG) recycled water pond. In addition, install approximately 200 feet of recycled water conveyance pipeline, and construct a pond maintenance road including a small pre-fabricated rail car bridge.
- 4c(3) Performance Testing and Demobilization: This task consists of performance testing, stormwater testing, including soil compaction testing, demobilization and removal of debris and construction spoils from the site, excess materials, temporary sanitary facilities, and equipment.
- 4c(4) Environmental Compliance/Mitigation/Enhancement: Comply with general construction measures, and create erosion and sediment control plan, and stormwater pollution prevention plan (SWPPP). Construction monitoring tasks include compaction testing for embankment berms, BMP inspections, stormwater testing, and daily documentation of construction activities. Revegetation work includes hydroseeding of all disturbed areas in accordance with CDFW requirements.

Deliverables:

- Pre-construction, construction, and post-construction photographs
- Certified engineer inspection completion report with final as-built drawings
- A copy of the erosion and sediment control plan
- A copy of the inspection reports and contractor logs
- A copy of meeting minutes from construction management reports and pay requests
- Copy of construction general permit, including SWPPP

Project 7 – Drought Relief for South Coast San Mateo County

Implementing Agency: San Mateo County Resource Conservation District (RCD)

Project Description: Repair leaking water line, construct additional water storage, and implement farm infrastructure improvements to reduce surface water withdrawals during dry months. The project will create approximately 41.2 AF of water storage and conserve approximately 32 AF of water through leaky water line repair, construction of additional water storage, and infrastructure improvements on approximately five water storage projects on agricultural lands, two water storage projects for domestic water systems, five agricultural water conservation projects, and six water conservation projects on domestic water systems.

Task 1 Direct Project Administration: Budget Category (a)

Task 1a Project Management

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

Deliverables:

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

Task 1b Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverables:

- Proof of labor compliance upon request

Task 1c Reporting

Prepare quarterly progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to ABAG for review and inclusion in a progress report to be submitted to DWR.

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

Deliverables:

- Quarterly Project Progress Reports
- Draft and Final Project Completion Report

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

All projects will occur through partnerships with private and public landowners. This task is not applicable for this project.

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

Assess water supply, storage and distribution infrastructure and management (including infrastructure inspections and irrigation audits). Assessments will target leaking supply lines, failing or undersized water storage infrastructure, and opportunities to improve water use efficiency and reduce pressures on late summer stream flows. Assessments have been completed on three of six planned domestic water supply/infrastructure sites (Elements A.1 and B.1). Water supply/irrigation distribution assessments/audits are in progress on three agricultural sites, complete on seven sites, of 17 planned agricultural sites (Elements A.2 and B.2). These assessments will identify opportunities to repair or replace failing infrastructure with more efficient equipment.

Deliverables:

- Copy of Notice of Preparation
- Copies of plans for water supply lines and storage facilities
- Lists of recommended irrigation efficiency and water storage capacity actions to be implemented

Task 3b CEQA Documentation

This task consists of completing the required environmental compliance and environmental documentation necessary for the Project. Prepare letter stating no legal challenges (or addressing legal challenges). CEQA documentation includes categorical exemptions for all projects in this program.

Deliverables:

- Copy of Notice of Preparation
- Copy of Final Categorical Exemption
- Copy of Notice of Completion
- No Legal Challenges letter

Task 3c Permitting

Prepare and acquire all applicable federal, state, and local permits. Permits may include county grading permits, Coastal Development Permits (California Coastal Commission [CCC]), Lake or Streambed Alteration Agreements (CDFW), and water quality certifications (RWQCB).

Deliverables:

- Copies of all required permits

Task 3d Design

Complete preliminary design including the following supporting work: geotechnical investigation, topographic survey, and BOD. The BOD will provide the overall project concept for use in development of final design, plans and specifications including: preliminary earthwork calculations, preliminary design details for tank foundation, preliminary design details to produce 100% (Final) design, plans, and specifications.

Deliverables:

- Geotechnical Report
- Topographic Survey
- BOD Report
- Updated Project Cost Estimate
- 100% Design Documents

Task 3e Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan will include baseline conditions, a brief

discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points (reference Exhibit J in this agreement for guidance).

Deliverables:

- Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)

Task 4a Contract Services

Activities necessary to secure a contractor and award the contract 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 4b Construction Administration

Manage contractor submittal review, answer requests for information, and issue 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.

Deliverables:

- Notice of Completion

Task 4c Construction/Implementation Activities

4c(1) Project Construction: Repair leaky supply lines on four sites (Element A.1), repair water storage infrastructure on four sites (Element B.2), and replace oversized single speed surface water pumps with variable speed pumps on up to 17 sites (Elements A.1 and A.2, typically one pump per site, a minimum of 10 pumps will be replaced). Construct new or upgraded water storage infrastructure to increase the forbearance of surface water withdrawals during the late summer in exchange for storing water earlier in the season when stream flows are greater (six sites under Elements B.1 and B.2). Install groundwater pumps on new and existing groundwater wells to increase conjunctive use and reduce pressures on withdrawing surface water (one to three sites under Element A.2, one to three pumps will be installed).

4c(2) Environmental Compliance/Mitigation/Enhancement: Comply with general permit requirements and general construction measures issued for construction of water supply, storage and distribution infrastructure improvements.

Deliverables:

- Photographic documentation
- Engineers Certification

Project 8 – Stinson Beach Water Supply & Drought Preparedness Plan

Implementing Agency: Stinson Beach County Water District (CWD)

Project Description: Construct upgrades to water supply system including new well, and install individual and inline water meters, to reduce use and augment supply water.

Implementation of the Stinson Beach Water Supply and Drought Preparedness Plan includes 4 projects:

- Component A - 2014 Calles Pipeline Replacement Project,
- Component B - Patios Pipelines Replacement Project,
- Component C - Supplemental Groundwater Supplies, and
- Component D - Water Meter Replacements and In-Line Meters.

The four component projects will generate approximately 15 million gallons per year (MGY) of reliable water supply for drought and emergency periods: 10 MGY increase supply/reliability by 2016 and 5 MGY recovered water by 2017.

Task 1 Direct Project Administration: Budget Category (a)

Task 1a Project Management

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

Deliverables:

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

Task 1b Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverables:

- Proof of labor compliance upon request

Task 1c Reporting

Prepare quarterly progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to ABAG for review and inclusion in a progress report to be submitted to DWR.

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

Deliverables:

- Quarterly Project Progress Reports
- Draft and Final Project Completion Report

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

Acquire land and/or easements if needed for implementation of the projects.

Deliverables:

- Proof of land acquisition and/or easement

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

Task 3a Feasibility Studies/Assessment and Evaluation

Assessment and Evaluation for components A and B will include completing initial site assessments, surveys, planning studies, environmental compliance, engineering design plans and specifications for project construction, and performing preliminary calculations. Feasibility studies for Component C will include evaluation of groundwater source capacity, installation of small diameter test wells to evaluate aquifer capacity, evaluation of connections with at least three privately-owned wells, and pursue the development of agreements and easements with private well owners. Component D planning will include completion of preliminary calculations, and surveys, associated with leak detection.

Deliverables:

- Feasibility studies and summary reports

Task 3b CEQA Documentation

Prepare required CEQA compliance for Components A, B, C, and D.

Component A: A categorical exemption was completed for this project.

Component B: Anticipate preparation of a Notice of Exemption with basis for determinations of exemption, and a Notice of Completion.

Component C: Anticipate preparation of MND and Notice of Completion.

Component D: Anticipate preparation of a Notice of Exemption with bases for determinations of exemption, and a Notice of Completion.

A letter stating no legal challenges will be prepared (or addressing legal challenges).

Deliverables:

- Copies of all CEQA compliance documents.
- No Legal Challenges letter

Task 3c Permitting

Components A, B, and D: No environmental permits are necessary to complete Projects A, B, and D. The projects involve replacement of existing facilities and installation of small equipment (water meters) within the same sites and alignments of the facilities being replaced. The sites and alignments of the facilities being replaced are authorized for Stinson Beach CWD's existing water utilities and the repair and maintenance of those water utilities.

Component C: This task includes completing the required Coastal Development Permit from the County of Marin and Amendment to the District's Water Supply Permit from the California Department of Public Health to add the well as a source of supply.

Deliverables:

- Copies of all required permits

Task 3d Design

Complete preliminary design including the following supporting work: geotechnical investigation, topographic survey, 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 earthwork calculations, preliminary design details for tank foundation, preliminary design details to produce 100% (Final) design, plans, and specifications.

Deliverables:

- Geotechnical Report
- Topographic Survey
- BOD Report
- Updated Project Cost Estimate
- 100% Design Documents

Task 3e Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points (reference Exhibit J in this agreement for guidance).

Deliverables:

- Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)

Task 4a Contract Services

Activities necessary to secure a contractor and award the contract 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 4b Construction Administration

Manage contractor submittal review, answer requests for information, and issue 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.

Deliverables:

- Notice of Completion

Task 4c Construction/Implementation Activities

4c(1) Mobilization and Site Preparation: This task consists of mobilizing construction equipment, and designating staging and stockpiling areas.

4c(2) *Component A*: Replace approximately 1,300 feet of old/undersized pipeline with new piping and 40 service laterals. The service laterals are not located on private property.

4c(3) *Component B*: Replace approximately 1,000 feet of old/undersized pipeline with new piping and approximately 30 service laterals. The service laterals are not located on private property.

4c(4) *Component C*: Drill one to three small-diameter test wells, construct a new groundwater production well, obtaining approvals for connecting up to 3 private wells to the District's distribution system for drought and/or emergency uses, and the commencement of a comprehensive leak detection survey.

4c(5) *Component D*: Replace approximately 700 customer water meters and install one to five in-line water meters.

4c(6) Performance Testing and Demobilization: Test performance of newly constructed facilities. Remove debris and construction spoils, excess materials, temporary sanitary facilities, and equipment from the site.

4c(7) Environmental Compliance/Mitigation/Enhancement: Monitor all construction activity for environmental compliance and restore all construction sites to pre-project conditions.

Deliverables:

- Photographic documentation
- Engineers Certification

Project 9 – Bay Area Regional Drought Relief Conservation Program

Implementing Agency: StopWaste

Project Description: Implement water use efficiency BMPs, to reduce water use by approximately 24,000 AFY and support statewide 20% drought demand reduction goal. BMPs may include: landscape rebates, toilet/urinal rebates, toilet/urinal direct installation, clothes washer rebates, and lawn-to-garden education.

Task 1 Direct Project Administration: Budget Category (a)

Task 1a Project Management

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

Deliverables:

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

Task 1b Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverables:

- Proof of labor compliance upon request

Task 1c Reporting

Prepare quarterly progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to ABAG for review and inclusion in a progress report to be submitted to DWR.

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

Deliverables:

- Quarterly Project Progress Reports
- Draft and Final Project Completion Report

Task 1d Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points (reference Exhibit J in this agreement for guidance).

Deliverables:

- Project Monitoring Plan

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

This project does not require land purchases or easements. This task is not applicable for this project.

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

Task 3a Feasibility Studies

This Project does not require any feasibility studies as part of the project development process.

Task 3b CEQA Documentation

Prepare Notices of Exemption for all project participants, if necessary under CEQA (CEQA Guidelines 15378). Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- Proof of CEQA compliance (NOE)
- Copy of Notice of Completion
- No Legal Challenges letter

Task 3c Permitting

This Project does not require any permitting as part of the project development process.

Task 3d Design

This Project does not require any design as part of the project development process.

Task 4 Construction/Implementation: Budget Category (d)

Task 4a Contract Services

The High-Efficiency Toilet (HET)/Urinal Direct Installation Project element will include procurement of professional services. Third-party contracting specifics and structure will be set-up per agencies, and will likely include the following steps: (1) prepare and issue request for proposal (RFP) for toilet/urinal supply and installation services or rebate administration, and professional software deployment services; (2) evaluate proposals; (3) select highest-scoring vendor; (4) enter into agreement and award contract. Some agencies already have contractors in place and will not need to solicit for new services.

Deliverables:

- Copies of relevant RFPs
- Contract Agreements for third-party contractors and vendors

Task 4b Construction Administration

This Project does not require any contract administration as part of the project development process.

Task 4c Construction/Implementation Activities

4c(1) Project Marketing: Specific marketing efforts may include: bill inserts, newsletters, electronic, newspaper advertisements, public service announcements, media (websites, blogs, social media platforms, online videos, direct email marketing), displays at retail businesses, and others. Educational elements developed by the project function in part as project marketing for the financial incentive elements. In addition, participating agencies will develop, design and print marketing materials. Agencies will have the flexibility to collaborate to ensure consistent messaging throughout the region.

4c(2) Rebate Implementation: Implement rebate programs, including processing and issuance of rebates for over 2 million square feet of lawn to landscape conversions and over 25,000 high-efficiency toilets, urinals, and high-efficiency washers.

4c(3) High-Efficiency Toilet and Urinal Direct Installations: Install high efficiency toilets and urinals in primarily multi-family residential, commercial and municipal units. Agencies will develop specific

project terms and conditions. This task may include procurement of professional services for installation and inspection services.

- 4c(4) Lawn-to-Garden Marketplace: Creating Drought Resistant Soils and Gardens. Develop Lawn-to-Garden partnerships to market and advertise sheet mulching lawns as the preferred form of lawn removal. Conduct stakeholder meetings and workshops for the public, and develop in-store displays and outreach tools for retail partners and water agencies and train landscape professionals to market sheet mulch lawn services and resources through workshops or networking event.

Deliverables:

- Photographic documentation
- Copies of public outreach, marketing, and promotional/web link materials
- Examples of rebate applications
- Quarterly numbers of rebates issued, toilet/urinal installations, high-efficiency washer participants, and square feet of lawn converted
- Copies of partnership agreement documents
- Copies of curriculum from trainings
- List of and links to online tools
- List of meetings held
- Copies of agendas and attendance sheets

Project 10 – WaterSMART Irrigation with AMI/AMR

Implementing Agency: Marin Municipal Water District (MMWD)

Project Description: Replace existing manually read landscape meters with Automated Meter Infrastructure (AMI)/Automated Meter Readwater (AMR) meters, and upgrade irrigation systems to save 8,000 AF of water over 20 years.

Task 1 Direct Project Administration: Budget Category (a)

Task 1a Project Management

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

Deliverables:

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

Task 1b Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverables:

- Proof of labor compliance upon request

Task 1c Reporting

Prepare quarterly progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to ABAG for review and inclusion in a progress report to be submitted to DWR.

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

Deliverables:

- Quarterly Project Progress Reports
- Draft and Final Project Completion Report

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

There is no land purchase or easement acquisition. Therefore, this task does not apply to the project.

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

Task 3a Feasibility Studies/Assessment and Evaluation

Scoping for integration of software to business operations software and development of the conceptual designs and project plan will be conducted under this task.

Deliverables:

- Conceptual designs

Task 3b CEQA Documentation

This Project does not require any environmental documentation as part of the project development process.

Task 3c Permitting

This Project does not require any permitting as part of the project development process.

Task 3d Design

This task includes preliminary conceptual design, developing a plan and final design for project implementation, and creating a sequential work plan.

Deliverables:

- Final Work Plan

Task 3e Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points (reference Exhibit J in this agreement for guidance).

Deliverables:

- Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)

Task 4a Contract Services

Activities necessary to secure a contractor and award the contract 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. This task consists of contracting including solicitations for bids and awards of contracts for consultant and advanced metering infrastructure/automatic meter reading (AMI/AMR) vendor.

Deliverables:

- Bid documents
- Proof of Advertisement
- Award of contract
- Notice to proceed

Task 4b Construction Administration

Manage contractor submittal review, answer requests for information, and issue 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. Review the consultant and AMI/AMR vendor's schedule and recommendations, manage and coordinate staff and departments involved with the Project, and provide implementation inspection and management oversight. All construction activities related to water meter replacements and upgrades hardware for AMR capability will be conducted by MMWD staff and will not require a separate construction contract. Installation of software will be conducted by software staff and the consultant contracts will be monitored by MMWD's Information Technology staff. Onsite irrigation equipment retrofits will be completed by customers, with MMWD staff providing pre- and post-retrofit inspections to verify that the equipment is installed and functioning properly.

Deliverables:

- Notice of Completion

Task 4c Construction/Implementation Activities

4c(1) Outreach: Work with project irrigation account customers to explain project parameters, establish new water budgets, and ensure transition to water efficient irrigation equipment.

4c(2) Irrigation Equipment Rebate Program: Launch and administer a water efficient irrigation equipment rebate program for project irrigation account customers.

4c(3) AMI/AMR Installation: Install and configure the new AMI/AMR hardware and software at approximately 800 project sites and within the administration center, and field test to validate system functionality and integration with software enterprise system.

4c(4) Data Analysis: Launch the new AMI/AMR system, collecting and analyze water use data.

Deliverables:

- Photographic documentation
- Engineers Certification

Project 11 – Grant Administration

Implementing Agency: Association of Bay Area Governments

Project Description: The Regional Water Management Group authorized ABAG to act as the applicant and the grant manager for the Proposition 84, IRWM 2014 Drought Grant.

ABAG 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 quarterly progress reports from individual project managers, assembling and submitting quarterly progress reports to the State, and coordinating all invoicing and payment of invoices.

Task 1 Direct Project Administration: Budget Category (a)

Task 1a Agreement Administration

ABAG 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 1b Invoicing

ABAG will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the project proponents and compiling the information into a DWR Invoice Packet.

Task 1c Progress Reports and Project Completion Report(s)

ABAG will be responsible for compiling quarterly progress reports for submittal to DWR. ABAG will coordinate with project proponent staff to retain consultants as needed to prepare and submit Quarterly, Progress Reports and Final Project Completion Reports for each project, as well as the Grant Completion Reports.

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

Deliverables:

- Executed Grant Agreement
- Invoices and associated backup documentation
- Quarterly Progress Reports
- Draft and Final Project Completion Report

**EXHIBIT B
BUDGET**

Overall Budget						
Project #	Individual Project Title	Requested Grant Amount	Cost Share: non state fund source	Additional Cost Share	Total	
1	Lower Cherry Aqueduct Emergency Rehabilitation Project	\$3,000,000	\$7,000,000	\$4,029,548	\$14,029,548	50%
2	Zone 7 Water Supply Drought Preparedness Project	\$3,000,000	\$3,000,000	\$1,290,200	\$7,290,200	41%
3	Los Carneros Water District and Milliken-Sarco-Tulocay Recycled Water Pipelines	\$4,000,000	\$4,550,000	\$9,595,308	\$18,145,308	25%
4	Sunnyvale Continuous Recycled Water Production Facilities and Wolfe Road Pipeline	\$4,000,000	\$6,000,000	\$10,728,910	\$20,728,910	29%
5	DERWA Phase 3 Recycled Water Expansion Project	\$4,000,000	\$3,000,000	\$3,022,662	\$10,022,662	30%
6	Calistoga Recycled Water Storage Facility	\$750,000	\$0	\$1,545,593	\$2,295,593	0%
7	Drought Relief for South Coast San Mateo County	\$3,872,000	\$0	\$1,023,667	\$4,895,667	0%
8	Stinson Beach Water Supply & Drought Preparedness Plan	\$937,452	\$0	\$312,500	\$1,249,952	0%
9	Bay Area Regional Drought Relief and Water Conservation Project	\$5,993,971	\$2,300,000	\$1,724,500	\$10,018,471	23%
10	WaterSMART Irrigation with AMI/AMR	\$975,000	\$0	\$325,000	\$1,300,000	0%
11	Grant Administration	\$1,650,000	\$0	\$0	\$1,650,000	0%
		\$32,178,423	\$25,850,000	\$33,597,888	\$91,626,311	28%

Project 1: Lower Cherry Aqueduct Emergency Rehabilitation Project					
Task	Category	Requested Grant Amount	Cost Share: Non-State (Required Funding Match)	Additional Cost Share	TOTAL PROJECT COST
a	Direct Project Administration	\$0	\$0	\$35,500	\$35,500
b	Land Purchase/Easement	\$0	\$0	\$0	\$0
c	Planning/Design/Engineering/Environmental Documentation	\$0	\$0	\$3,796,722	\$3,796,722
d	Construction/Implementation	\$3,000,000	\$7,000,000	\$197,326	\$10,197,326
Total Cost		\$3,000,000	\$7,000,000	\$4,029,548	\$14,029,548

Project 2: Zone 7 Water Supply Drought Preparedness Project					
Task	Category	Requested Grant Amount	Cost Share: Non-State (Required Funding Match)	Additional Cost Share	TOTAL PROJECT COST
a	Direct Project Administration	\$61,727	\$0	\$88,273	\$150,000
b	Land Purchase/Easement	\$41,151	\$0	\$58,849	\$100,000
c	Planning/Design/Engineering/Environmental Documentation	\$287,183	\$0	\$410,691	\$697,874
d	Construction/Implementation	\$2,609,939	\$3,000,000	\$732,387	\$6,342,326
Total Cost		\$3,000,000	\$3,000,000	\$1,290,200	\$7,290,200

Project 3: Los Carneros Water District and Milliken-Sarco-Tulocay Recycled Water Pipelines					
Task	Category	Requested Grant Amount	Cost Share: Non-State Required Funding Match	Additional Cost Share	TOTAL PROJECT COST
a	Direct Project Administration	\$0	\$0	\$144,975	\$144,975
b	Land Purchase/Easement	\$0	\$0	\$0	\$0
c	Planning/Design/Engineering/Environmental Documentation	\$0	\$0	\$80,000	\$80,000
d	Construction/Implementation	\$4,000,000	\$4,550,000	\$9,370,333	\$17,920,333
Total Cost		\$4,000,000	\$4,550,000	\$9,595,308	\$18,145,308

Project 4: Sunnyvale Continuous Recycled Water Production Facilities and Wolfe Road Pipeline					
Task	Category	Requested Grant Amount	Cost Share: Non-State Required Funding Match	Additional Cost Share	TOTAL PROJECT COST
a	Direct Project Administration	\$0	\$0	\$95,365	\$95,365
b	Land Purchase/Easement	\$0	\$0	\$0	\$0
c	Planning/Design/Engineering/Environmental Documentation	\$400,000	\$0	\$1,305,845	\$1,705,845
d	Construction/Implementation	\$3,600,000	\$6,000,000	\$9,327,700	\$18,927,700
Total Cost		\$4,000,000	\$6,000,000	\$10,728,910	\$20,728,910

Project 5: DERWA Phase 3 Recycled Water Expansion Project					
Task	Category	Requested Grant Amount	Cost Share: Non-State (Required Funding Match)	Additional Cost Share	TOTAL PROJECT COST
a	Direct Project Administration	\$0	\$0	\$403,615	\$403,615
b	Land Purchase/Easement	\$0	\$0	\$0	\$0
c	Planning/Design/Engineering/Environmental Documentation	\$0	\$0	\$978,892	\$978,892
d	Construction/Implementation	\$4,000,000	\$3,000,000	\$1,640,155	\$8,640,155
Total Cost		\$4,000,000	\$3,000,000	\$3,022,662	\$10,022,662

Project 6: Calistoga Recycled Water Storage Facility					
Task	Category	Requested Grant Amount	Cost Share: Non-State (Required Funding Match)	Additional Cost Share	TOTAL PROJECT COST
a	Direct Project Administration	\$0	\$0	\$26,112	\$26,112
b	Land Purchase/Easement	\$0	\$0	\$0	\$0
c	Planning/Design/Engineering/Environmental Documentation	\$68,300	\$0	\$90,500	\$158,800
d	Construction/Implementation	\$681,700	\$0	\$1,428,981	\$2,110,681
Total Cost		\$750,000	\$0	\$1,545,593	\$2,295,593

Project 7: Drought Relief for South Coast San Mateo County					
Task	Category	Requested Grant Amount	Cost Share: Non-State (Required Funding Match)	Additional Cost Share	TOTAL PROJECT COST
a	Direct Project Administration	\$188,356	\$0	\$0	\$188,356
b	Land Purchase/Easement	\$0	\$0	\$0	\$0
c	Planning/Design/Engineering/Environmental Documentation	\$729,798	\$0	\$162,500	\$892,298
d	Construction/Implementation	\$2,953,846	\$0	\$861,167	\$3,815,013
Total Cost		\$3,872,000	\$0	\$1,023,667	\$4,895,667

Project 8: Stinson Beach Water Supply & Drought Preparedness Plan					
Task	Category	Requested Grant Amount	Cost Share: Non-State (Required Funding Match)	Additional Cost Share	TOTAL PROJECT COST
a	Direct Project Administration	\$50,238	\$0	\$0	\$50,238
b	Land Purchase/Easement	\$7,044	\$0	\$0	\$7,044
c	Planning/Design/Engineering/Environmental Documentation	\$128,265	\$0	\$22,887	\$151,152
d	Construction/Implementation	\$751,905	\$0	\$289,613	\$1,041,518
Total Cost		\$937,452	\$0	\$312,500	\$1,249,952

Project 9: Bay Area Regional Drought Relief Conservation Program					
Task	Category	Requested Grant Amount	Cost Share: Non-State (Required Funding Match)	Additional Cost Share	TOTAL PROJECT COST
a	Direct Project Administration	\$230,971	\$0	\$0	\$230,971
b	Land Purchase/Easement	\$0	\$0	\$0	\$0
c	Planning/Design/Engineering/Environmental Documentation	\$0	\$0	\$0	\$0
d	Construction/Implementation	\$5,763,000	\$2,300,000	\$1,724,500	\$9,787,500
Total Cost		\$5,993,971	\$2,300,000	\$1,724,500	\$10,018,471

Project 10: WaterSMART Irrigation with AMI/AMR					
Task	Category	Requested Grant Amount	Cost Share: Non-State (Required Funding Match)	Additional Cost Share	TOTAL PROJECT COST
a	Direct Project Administration	\$0	\$0	\$25,748	\$25,748
b	Land Purchase/Easement	\$0	\$0	\$0	\$0
c	Planning/Design/Engineering/Environmental Documentation	\$0	\$0	\$25,716	\$25,716
d	Construction/Implementation	\$975,000	\$0	\$273,536	\$1,248,536
Total Cost		\$975,000	\$0	\$325,000	\$1,300,000

Project 11: Grant Administration Project					
Task	Category	Requested Grant Amount	Cost Share: Non-State (Required Funding Match)	Additional Cost Share	TOTAL PROJECT COST
a	Direct 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	\$1,650,000	\$0	\$0	\$1,650,000
Total Cost		\$1,650,000	\$0	\$0	\$1,650,000

EXHIBIT C
SCHEDULE

Project 1: Lower Cherry Aqueduct Emergency Rehabilitation Project			
Task	Category	Start Date	End Date
Task 1	Direct Project Administration	July-14	December-15
Task 1a	Project Management	July-14	December-15
Task 1b	Labor Compliance Program	July-14	December-15
Task 1c	Reporting	July-14	December-15
Task 2	Land Purchase/Easement	N/A	N/A
Task 3	Planning/Design/Engineering/Environmental Documentation	February-14	December-14
Task 3a	Feasibility Studies/Assessment and Evaluation	February-14	December-14
Task 3b	CEQA Documentation	February-14	December-14
Task 3c	Permitting	February-14	July-15
Task 3d	Design	February-14	December-14
Task 3e	Project Monitoring Plan	February-14	December-14
Task 4	Construction/Implementation	July-14	December-15
Task 4a	Contract Services	July-14	December-15
Task 4b	Construction/Administration	July-14	December-15
Task 4c	Construction/Implementation Activities	July-14	December-15

Project 2: Zone 7 Water Supply Drought Preparedness Project			
Task	Category	Start Date	End Date
Task 1	Direct Project Administration	October-14	July-15
Task 1a	Project Management	October-14	July-15
Task 1b	Labor Compliance Program	October-14	June-15
Task 1c	Reporting	October-14	June-15
Task 2	Land Purchase/Easement	January-15	July-15
Task 3	Planning/Design/Engineering/Environmental Documentation	January-14	July-15
Task 3a	Feasibility Studies/Assessment and Evaluation	January-14	Completed
Task 3b	CEQA Documentation	January-14	Completed
Task 3c	Permitting	January-14	Completed
Task 3d	Design	January-14	Completed
Task 3e	Project Monitoring Plan	June-15	July-15
Task 4	Construction/Implementation	February-14	December-14
Task 4a	Contract Services	February-14	December-14
Task 4b	Construction/Administration	February-14	December-14
Task 4c	Construction/Implementation Activities	February-14	December-14

Project 3: Los Carneros Water District and Milliken-Sarco-Tulocay Recycled Water Pipelines			
Task	Category	Start Date	End Date
Task 1	Direct Project Administration	September-13	June-16
Task 1a	Project Management	September-13	June-16
Task 1b	Labor Compliance Program	July-14	February-16
Task 1c	Reporting	September-14	June-16
Task 2	Land Purchase/Easement	January-13	December-14
Task 3	Planning/Design/Engineering/Environmental Documentation	January-07	February-16
Task 3a	Feasibility Studies/Assessment and Evaluation	January-07	December-14
Task 3b	CEQA Documentation	January-08	July-14
Task 3c	Permitting	April-11	April-15
Task 3d	Design	December-10	December-14
Task 3e	Project Monitoring Plan	June-15	July-15
Task 4	Construction/Implementation	June-14	March-16
Task 4a	Contract Services	June-14	March-16
Task 4b	Construction/Administration	July-14	February-16
Task 4c	Construction/Implementation Activities	August-14	February-16

Project 4: Sunnyvale Continuous Recycled Water Production Facilities and Wolfe Road Pipeline			
Task	Category	Start Date	End Date
Task 1	Direct Project Administration	October-14	March-17
Task 1a	Project Management	October-14	March-17
Task 1b	Labor Compliance Program	October-14	December-16
Task 1c	Reporting	October-14	March-17
Task 2	Land Purchase/Easement	June-14	August-15
Task 3	Planning/Design/Engineering/Environmental Documentation	June-14	July-15
Task 3a	Feasibility Studies/Assessment and Evaluation	June-14	December-14
Task 3b	CEQA Documentation	June-14	December-14
Task 3c	Permitting	June-14	July-15
Task 3d	Design	June-14	July-15
Task 3e	Project Monitoring Plan	June-14	July-15
Task 4	Construction/Implementation	July-15	December-16
Task 4a	Contract Services	July-15	October-16
Task 4b	Construction/Administration	July-15	October-16
Task 4c	Construction/Implementation Activities	July-15	December-16

Project 5: DERWA Phase 3 Recycled Water Expansion Project			
Task	Category	Start Date	End Date
Task 1	Direct Project Administration	November-14	October-16
Task 1a	Project Management	November-14	October-16
Task 1b	Labor Compliance Program	December-14	July-16
Task 1c	Reporting	December-14	October-16
Task 2	Land Purchase/Easement	N/A	N/A
Task 3	Planning/Design/Engineering/Environmental Documentation	June-14	July-15
Task 3a	Feasibility Studies/Assessment and Evaluation	June-14	December-14
Task 3b	CEQA Documentation	June-14	February-15
Task 3c	Permitting	June-14	July-15
Task 3d	Design	June-14	March-15
Task 3e	Project Monitoring Plan	June-14	July-15
Task 4	Construction/Implementation	November-14	July-16
Task 4a	Contract Services	November-14	July-16
Task 4b	Construction/Administration	December-14	July-16
Task 4c	Construction/Implementation Activities	December-14	July-16

Project 6: Calistoga Recycled Water Storage Facility			
Task	Category	Start Date	End Date
Task 1	Direct Project Administration	March-14	May-16
Task 1a	Project Management	March-14	May-16
Task 1b	Labor Compliance Program	January-15	January-16
Task 1c	Reporting	March-14	May-16
Task 2	Land Purchase/Easement	N/A	N/A
Task 3	Planning/Design/Engineering/Environmental Documentation	March-14	April-15
Task 3a	Feasibility Studies/Assessment and Evaluation	March-14	June-14
Task 3b	CEQA Documentation	March-14	July-14
Task 3c	Permitting	March-14	March-15
Task 3d	Design	March-14	February-15
Task 3e	Project Monitoring Plan	March-14	April-15
Task 4	Construction/Implementation	March-15	February-16
Task 4a	Contract Services	March-15	February-16
Task 4b	Construction/Administration	March-15	February-16
Task 4c	Construction/Implementation Activities	March-15	January-16

Project 7: Drought Relief for South Coast San Mateo County			
Task	Category	Start Date	End Date
Task 1	Direct Project Administration	August-15	December-16
Task 1a	Project Management	August-15	December-16
Task 1b	Labor Compliance Program	October-15	December-16
Task 1c	Reporting	October-15	December-16
Task 2	Land Purchase/Easement	N/A	N/A
Task 3	Planning/Design/Engineering/Environmental Documentation	September-15	December-15
Task 3a	Feasibility Studies/Assessment and Evaluation	September-15	December-15
Task 3b	CEQA Documentation	September-15	December-15
Task 3c	Permitting	September-15	December-15
Task 3d	Design	September-15	December-15
Task 3e	Project Monitoring Plan	September-15	December-15
Task 4	Construction/Implementation	January-15	September-16
Task 4a	Contract Services	January-15	September-16
Task 4b	Construction/Administration	January-15	September-16
Task 4c	Construction/Implementation Activities	January-15	September-16

Project 8: Stinson Beach Water Supply & Drought Preparedness Plan			
Task	Category	Start Date	End Date
Task 1	Direct Project Administration	March-14	October-17
Task 1a	Project Management	March-14	October-17
Task 1b	Labor Compliance Program	March-14	October-17
Task 1c	Reporting	March-14	October-17
Task 2	Land Purchase/Easement	N/A	N/A
Task 3	Planning/Design/Engineering/Environmental Documentation	March-14	September-15
Task 3a	Feasibility Studies/Assessment and Evaluation	March-14	September-15
Task 3b	CEQA Documentation	March-14	September-15
Task 3c	Permitting	March-14	September-15
Task 3d	Design	March-14	September-15
Task 3e	Project Monitoring Plan	March-14	July-15
Task 4	Construction/Implementation	July-14	July-17
Task 4a	Contract Services	July-14	July-17
Task 4b	Construction/Administration	July-14	July-17
Task 4c	Construction/Implementation Activities	July-14	July-17

Project 9: Bay Area Regional Drought Relief Conservation Program			
Task	Category	Start Date	End Date
Task 1	Direct Project Administration	October-14	March-19
Task 1a	Project Management	October-14	March-19
Task 1b	Labor Compliance Program	October-14	December-18
Task 1c	Reporting	October-14	March-19
Task 1d	Project Monitoring Plan	June-15	July-15
Task 2	Land Purchase/Easement	N/A	N/A
Task 3	Planning/Design/Engineering/Environmental Documentation	N/A	N/A
Task 3a	Feasibility Studies/Assessment and Evaluation	N/A	N/A
Task 3b	CEQA Documentation	N/A	N/A
Task 3c	Permitting	N/A	N/A
Task 3d	Design	N/A	N/A
Task 4	Construction/Implementation	June-14	December-18
Task 4a	Contract Services	June-14	December-18
Task 4b	Construction/Administration	June-14	December-18
Task 4c	Construction/Implementation Activities	June-14	December-18

Project 10: WaterSMART Irrigation with AMI/AMR			
Task	Category	Start Date	End Date
Task 1	Direct Project Administration	October-14	October-18
Task 1a	Project Management	October-14	October-18
Task 1b	Labor Compliance Program	October-14	October-18
Task 1c	Reporting	October-14	October-18
Task 2	Land Purchase/Easement	N/A	N/A
Task 3	Planning/Design/Engineering/Environmental Documentation	October-14	July-15
Task 3a	Feasibility Studies/Assessment and Evaluation	October-14	October-15
Task 3b	CEQA Documentation	N/A	N/A
Task 3c	Permitting	N/A	N/A
Task 3d	Design	October-14	October-15
Task 3e	Project Monitoring Plan	October-14	July-15
Task 4	Construction/Implementation	April-15	June-18
Task 4a	Contract Services	April-15	June-18
Task 4b	Construction/Administration	April-15	June-18
Task 4c	Construction/Implementation Activities	April-15	June-18

Project 11: Grant Administration Project			
Task	Category	Start Date	End Date
Task 1	Direct Project Administration	January-14	May-19
Task 1a	Project Management	January-14	May-19
Task 1b	Labor Compliance Program	-	-
Task 1c	Reporting	January-14	May-19

EXHIBIT D
STANDARD CONDITIONS

D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

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

D.2) ACKNOWLEDGEMENT OF CREDIT: Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Projects or using any data and/or information developed under this Grant Agreement. During construction of each project, Grantee shall install a sign at a prominent location, which shall include a statement that the project is financed under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, administered by State of California, Department of Water Resources. Grantee shall notify State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

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

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

D.5) AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

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

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

Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 14 or take any other action it deems necessary to protect its interests.

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

- D.8) BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for the Proposition 84 Implementation Grant Program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act for purposes of this program, State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.
- D.9) CALIFORNIA CONSERVATION CORPS:** As required in Water Code section 79038(b), Grantee shall examine the feasibility of using the California Conservation Corps or community conservation corps to accomplish the habitat restoration, enhancement and protection activities listed in the Exhibit A, Work Plan, and shall use the services of one of these organizations whenever feasible.
- D.10) CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code §21000 et seq.). Information on CEQA may be found at the following links:
Environmental Information: <http://ceres.ca.gov/ceqa/>
California State Clearinghouse Handbook: <http://ceres.ca.gov/planning/sch/>
- D.11) CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:
- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.12) CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the State's Project Manager, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.13) COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.

- D.14) **COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.15) **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, Section 1090 and Public Contract Code, Sections 10410 and 10411, for State conflict of interest requirements.
- a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - c) Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 et seq.
 - d) Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.16) **DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.17) **DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.18) **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a)(1).
 - b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:

- i) The dangers of drug abuse in the workplace,
- ii) Grantee's policy of maintaining a drug-free workplace,
- iii) Any available counseling, rehabilitation, and employee assistance programs, and
- iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

- c) Provide, as required by Government Code Sections 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i) Will receive a copy of Grantee's drug-free policy statement, and
 - ii) Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

- D.19) **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, Grantee shall provide for a final inspection and certification by the appropriate registered professional (California Registered Civil Engineer or Geologist) that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
- D.20) **GRANTEE COMMITMENTS:** Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- D.21) **GRANTEE NAME CHANGE:** Approval of the State's Program Manager is required to change the Grantee's name as listed on this Grant Agreement. Upon receipt of legal documentation of the name change the State will process an amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- D.22) **GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.23) **INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Projects and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.
- D.24) **INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.25) **INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.26) **INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.
- D.27) **INVOICE DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in

return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the DWR Project Manager within thirty (30) calendar days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.

- D.28) LABOR CODE COMPLIANCE:** The Grantee will be required to keep informed of and take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, but not limited to, Section 1720 *et seq.* of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5) and payment of prevailing wages for work done and funded pursuant to these Guidelines, including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.
- D.29) MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibit A which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to each Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Project Manager in writing.
- D.30) NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.31) NO DISCRIMINATION AGAINST DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies by signing this Grant Agreement, under penalty of perjury under the laws of State of California that Grantee is in compliance with Public Contract Code section 10295.3.
- D.32) OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.33) PERFORMANCE AND ASSURANCES:** Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in Exhibit A, "Work Plan" and to apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law.

- D.34) **PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- D.35) **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Projects, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.36) **REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.37) **RETENTION:** Notwithstanding any other provision of this Grant Agreement, State shall, for each project, withhold five percent (5.0%) until January 1, 2018 and ten percent (10.0%), thereafter, of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Paragraph 19, "Submissions of Reports" as follows: At such time as the "Project Completion Report" required under Paragraph 19 is submitted to and approved by State, State shall disburse the retained funds as to that project to Grantee, except in the case of the last project to be completed under this Grant Agreement, in which case retention for such project will not be disbursed until the "Grant Completion Report" is submitted to and approved by State.
- D.38) **RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act., Cal. Gov't Code §6250 *et seq.* Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.39) **SEVERABILITY:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.40) **STATE REVIEWS:** The parties agree that review or approval of projects applications, documents, permits, plans, and specifications or other project information by the State is for administrative purposes only and does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the projects.
- D.41) **SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment if the State determines that:
- 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.42) **SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.43) **TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide

a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

- D.44) **TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 14, the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 14.
- D.45) **TERMINATION WITHOUT CAUSE:** The State may terminate this Agreement without cause on 30 days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.46) **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.47) **TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.48) **TRAVEL:** Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds, and shall NOT be eligible for computing Grantee cost match. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement.
- D.49) **WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.
- D.50) **WORKERS' COMPENSATION:** Grantee affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

EXHIBIT E
AUTHORIZING RESOLUTION

ASSOCIATION OF BAY AREA GOVERNMENTS
ADMINISTRATIVE COMMITTEE

RESOLUTION NO. 09-14

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

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

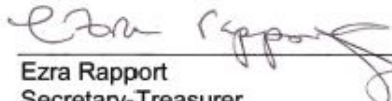
The foregoing was adopted by the Administrative Committee this 13th day of June, 2014.



Julie Pierce
Chair

Certification of Executive Board Approval

I, the undersigned, the appointed and qualified Secretary-Treasurer of the Association of Bay Area Governments (Association), do hereby certify that the foregoing resolution was adopted by the Administrative Committee of the Association at a duly called meeting held on the 13th day of June, 2014.



Ezra Rapport
Secretary-Treasurer

Approved as To Legal Form



Kenneth K. Moy
Legal Counsel

**EXHIBIT F
LOCAL PROJECT SPONSORS**

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

Local Sponsor Agency Designations		
Sponsored Project	Sponsor Agency	Agency Address
Project 1 - Lower Cherry Aqueduct Emergency Rehabilitation Project	San Francisco Public Utilities Commission Attn: Michelle Novotny	525 Golden Gate Avenue, 13 th Floor San Francisco, CA 94102
Project 2 - Zone 7 Water Supply Drought Preparedness Project	Alameda County Flood Control and Water Conservation District, Zone 7 (Zone 7 Water Agency) Attn.: Rhett Alzona	100 North Canyons Parkway Livermore, CA 94550
Project 3 - Los Carneros Water District and Milliken-Sarco-Tulocay Recycled Water Pipelines	Napa Sanitation District Attn: Jeff Tucker	1515 Soscol Ferry Road Napa, CA 94558
Project 4 - Sunnyvale Continuous Recycled Water Production Facilities and Wolfe Road Pipeline	Santa Clara Valley Water District Attn: Tracy Hemmeter	5905 Winfield Blvd San Jose, CA 95123
	City of Sunnyvale Attn: Bhavani Yerrapotu	1444 Borregas Ave Sunnyvale, CA 94089
Project 5 - DERWA Phase 3 Recycled Water Expansion Project	Dublin San Ramon Services District D Attn: Ms. Rhodora Biagtan	Dublin San Ramon Services District 7051 Dublin Blvd. Dublin, CA 94568
	East Bay Municipal Utility District Attn: Ms. Linda Hu	East Bay Municipal Utility District 375 11th St., Oakland 94607
Project 6 - Calistoga Recycled Water Storage Facility	City of Calistoga Department of Public Works	414 Washington Street Calistoga, Ca 94515
Project 7 - Drought Relief for South Coast San Mateo County	San Mateo Resource Conservation District Attn: Kellyx Nelson	625 Miramontes Street, Suite 103, Half Moon Bay, CA 94019
Project 8 - Stinson Beach Water Supply & Drought Preparedness Plan	Stinson Beach County Water District Attn: Ed Schmidt	3785 Shoreline Highway Stinson Beach, CA 94970
Project 9 - Bay Area Regional Drought Relief and Water Conservation Project	Stopwaste Attn: Teresa Eade and Stephanie Stern	1537 Webster Street Oakland, CA 94612
Project 10 - WaterSMART Irrigation with AMI/AMR	Marin Municipal Water District Attn: Thomasin Grim	220 Nellen Avenue Corte Madera, CA 94925-1169
Project 11 - Grant Administration	Association of Bay Area Governments Attn: Jennifer Krebs	P.O. Box 2050 Oakland, CA 94604-2050

EXHIBIT G
REPORT FORMATS AND REQUIREMENTS

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

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A Work Plan:

- Percent complete estimate.
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Scheduling concerns and issues encountered that may delay completion of the task.

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

- 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

Project Completion Reports shall generally use the following format.

Executive Summary

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

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

Reports and/or Products

The following items should be provided:

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the Grant Agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

Costs and Dispositions of Funds

A list of showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)

- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.
- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
 - Project cost information, shown by material, equipment, labor costs, and any change orders
 - Any other incurred cost detail
 - A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed; and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

Additional Information

- Benefits derived from the project, with quantification of such benefits provided, if applicable.
- A final project schedule showing actual progress versus planned progress as shown in Exhibit B.
- Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate) that the project was conducted in accordance with the approved work plan and any approved modifications thereto.
- Submittal schedule for the Post Performance Report and an outline of the proposed reporting format.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects in the IRWM Program funded by this Grant Agreement, and includes the following:

Executive Summary

The Executive Summary consists of a maximum of twenty (20) pages summarizing information for the grant as well as the individual projects.

Reports and/or products

- Summary of the regional priorities, objectives, and water management strategies of the IRWM Plan.
- Brief comparison of work proposed in the original Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 IRWM Implementation Grant application and actual work done.
- Brief description of the projects completed and how they will further the goals identified in the Agency's final approved IRWM Plan.
- Describe how the implemented projects will meet the regional priorities identified in the final approved IRWM Plan and how the projects contribute to regional integration.
- Identify remaining work and mechanism for their implementation.
- Identify any changes to the IRWM Plan as result of project implementation.
- If applicable, a short discussion on how the IRWM Plan will assist in reducing dependence on Delta water supplies.
- If applicable, a discussion of the critical water supply or water quality benefits to DAC as part of this Grant Agreement

Cost & Disposition of Funds Information

- A summary of final funds disbursement for each project.

Additional Information

- A final schedule showing individual project's actual progress duration versus planned progress.
- Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate) that the Program was conducted in accordance with the approved work plan and any approved

modifications thereto. Discussion of the synergies of the completed projects, including the integration of project benefits and a comparison of actual benefits versus those discussed in the original proposal.

- Submittal schedule for the Post Performance Reports for each of the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

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

Reports and/or products

- Time period of the annual report (i.e., Oct 2014 through September 2015)
- Short project description
- Discussion of the project benefits
- An assessment of any explanations for any differences between the expected versus actual project benefits in meeting IRWM priorities as stated in the original IRWM Implementation Grant application. Where applicable, the reporting should include quantitative metrics, i.e., new acre-feet of water produced that year, acres of wildlife habitat added, etc.
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable
- Continued reporting on meeting the Output Indicators and Targets discussed in the Project Monitoring Plan discussed in Paragraph 21 of this Grant Agreement
- Any additional information relevant to or generated by the continued operation of the project

EXHIBIT H
REQUIREMENTS FOR STATEWIDE MONITORING AND DATA SUBMITTAL

Surface and Groundwater Quality Data

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

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: http://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: http://www.swrcb.ca.gov/water_issues/programs/gama/contact.shtml

Groundwater Level Data

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

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

State Audit Document Requirements

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

Internal Controls:

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

State Funding:

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

Contracts:

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

Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

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

Funding Match Guidelines

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

1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Such documentation should include the following:
 - a. Detailed description of the contributed item(s) or service(s)
 - b. Purpose for which the contribution was made (tied to Grant Agreement Exhibit A "Work Plan")
 - c. Name of contributing organization and date of contribution
 - d. Real or approximate value of contribution. Who valued the contribution and how the value was determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (See item #2, below)
 - e. For contributed labor, the person's name, the work performed, the number of hours contributed, and the pay rate applied
 - f. If multiple sources exist, these should be summarized on a table with summed charges
 - g. Source of contribution and whether it was provided by, obtained with, or supported by government funds
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee's organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation.
3. Funding match contribution (including in kind services) shall be for costs and services directly attributed to activities included in the Grant Agreement Work Plan. These services, furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of the State funded Program/Project under the Grant Agreement.
4. Cash contributions made to a Program/Project shall be documented as revenue and in-kind services as expenditure. These costs should be tracked separately in the Grantee's accounting systems.

EXHIBIT J
PROJECT MONITORING PLAN GUIDANCE

Introduction

Please include a brief description of the project (maximum ~150 words) including project location, implementation elements, and need for project (what problem will the project address).

Project Monitoring Plan Components

The Project Monitoring Plan should 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 (upon project completion, five years after completion, etc.)
- How often will monitoring be undertaken (monthly yearly, etc.).
- Where are monitoring point locations (ex: meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (ex: 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 (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?

Item 9.A

DERWA Summary & Recommendation

Proclamation of Appreciation for Nancy Gamble Hatfield's Service as Authority Secretary

Summary:

Nancy Gamble Hatfield retired on June 20, 2015 after almost 26 years of service to Dublin San Ramon Services District (DSRSD). For 20 years, she also served as Authority Secretary of the DSRSD•East Bay Municipal Utility District (DERWA) commencing with its formation in 1995. She served DERWA and its member agencies well, and contributed significantly to the Authority and to its success.

Recommendation:

The Authority Manager and the Authority General Counsel recommend the DERWA Board approve, by Motion, the Proclamation of Appreciation for Service to DERWA by Nancy Gamble Hatfield.

October 26, 2015

Attachment

***DERWA
PROCLAMATION OF APPRECIATION***

WHEREAS, the Dublin San Ramon Services District•East Bay Municipal Utility District Recycled Water Authority (DERWA) was formed in 1995 by its Member Agencies to develop and implement a recycled water program to benefit portions of the Livermore-Amador and San Ramon Valleys; and

WHEREAS, at the time of the formation of DERWA in 1995, Nancy Gamble Hatfield was appointed by the DERWA Board of Directors to serve as Authority Secretary, and the DERWA Board re-appointed her every succeeding year through and including 2015; and

WHEREAS, Nancy Gamble Hatfield consistently and professionally provided outstanding service to DERWA, through application of her comprehensive knowledge of the skills and abilities required for the efficient and effective functioning of a public agency such as DERWA, and did so with personal dedication to compliance with the laws and regulations that apply to such an agency; and

WHEREAS, Nancy Gamble Hatfield always exhibited well-organized and thorough organizational skills and attention to detail that were reflected in the accurate and comprehensive minutes of the DERWA Board of Directors meetings, and maintained records of the Authority in a manner that served DERWA and its Member Agencies extremely well during her tenure and beyond; and

WHEREAS, Nancy Gamble Hatfield performed her professional duties and responsibilities with an air of good cheer and a wonderful sense of humor which often stood her and DERWA in good stead under trying circumstances, including but not limited to, the time she led the Board of Directors through a Board meeting in the parking lot of the local fire station; it was a bitterly cold winter evening and access to their normal meeting room within was not available due to the lack of a key because the firefighters were away on calls; and

WHEREAS the Board of Directors of DERWA wishes to congratulate Nancy Gamble Hatfield on the occasion of her retirement from public service, and express its appreciation and thanks to her for her many years of dedicated and exceptional performance.

NOW, THEREFORE, BE IT HEREBY PROCLAIMED that the Board of Directors of the Dublin San Ramon Services District•East Bay Municipal Utility District Recycled Water Authority, hereby expresses its sincere appreciation and gratitude for the significant and lasting contributions of

Nancy Gamble Hatfield

Passed and adopted this 26th day of October, 2015, by the DSRSD•EBMUD Recycled Water Authority Board of Directors.

John A. Coleman, Chair

Edward R. Duarte, Vice Chair

Georgean M. Vonheeder-Leopold, Director

Frank Mellon, Director

Item 9.B

DERWA Summary & Recommendation

Proclamation of Appreciation for Bert Michalczyk's Service to DERWA

Summary:

Bert Michalczyk will retire on November 2, 2015 after 25 years of service to Dublin San Ramon Services District (DSRSD). For six years, from September 1995 through August 2001, he also served as Authority Manager of the Dublin San Ramon Services District•East Bay Municipal Utility District Recycled Water Authority (DERWA); his hard work and leadership were significantly important to its formation in 1995. He served DERWA, its member agencies, and the communities well, and contributed significantly to the Authority and to its success.

Recommendation:

The Authority Manager and the Authority Counsel recommend that the DERWA Board approve, by Motion, a Proclamation of Appreciation for Service to DERWA by Bert Michalczyk.

October 26, 2015

Attachment

DERWA
PROCLAMATION OF APPRECIATION

WHEREAS, the Dublin San Ramon Services District•East Bay Municipal Utility District Recycled Water Authority (DERWA) was formed in 1995 by its Member Agencies to develop and implement a recycled water program to benefit portions of the Livermore-Amador and San Ramon Valleys; and

WHEREAS, at the time of the formation of DERWA in 1995, the DERWA Board of Directors appointed Bert Michalczyk to serve as Authority Manager, and he served in that capacity until August 2001, at which time he was appointed General Manager of DSRSD; and

WHEREAS, Bert Michalczyk had a substantial role in the development of the original DERWA concept, in the drafting of the Joint Powers Agreement under which DERWA was formed and exists, in the resolution of the significant issues that DERWA faced, and in the negotiation of the critical agreements fundamental to DERWA’s implementation and operations; and

WHEREAS, Bert Michalczyk has consistently and professionally provided outstanding service to DERWA, to the Member Agencies, and to the community through his comprehensive knowledge and organizational, institutional, engineering and financial skills and abilities required for the creation, efficient and effective management and operation of a unique public agency such as DERWA; and

WHEREAS, Bert Michalczyk performed his duties and responsibilities related to DERWA with consistently intense and focused personal dedication, keeping true to DERWA’s intended purpose, always sensitive to the many issues that faced DERWA and other water, wastewater and regulatory agencies in the DERWA area, maintaining a positive and optimistic approach to even the most difficult problems, all with a healthy and infectious sense of humor; and

WHEREAS the Board of Directors of DERWA wishes to congratulate Bert Michalczyk on the occasion of his retirement from public service, and express its appreciation and thanks for his many years of dedicated and exceptional performance.

NOW, THEREFORE, BE IT HEREBY PROCLAIMED that the Board of Directors of the Dublin San Ramon Services District•East Bay Municipal Utility District Recycled Water Authority, expresses its sincere appreciation and gratitude for the significant and lasting contributions of

Bert Michalczyk

Passed and adopted this 26th day of October, 2015 by the DSRSD•EBMUD Recycled Water Authority Board of Directors.

John A. Coleman, Chair

Edward Duarte, Vice Chair

Georgan M. Vonheeder-Leopold, Director

Frank Mellon, Director

DERWA Summary & Recommendation

Amendment One to the Agreement to Provide Recycled Water Treatment and Delivery Services by and between DERWA and the City of Pleasanton

Summary:

DERWA and the City of Pleasanton entered into an Agreement to Provide Recycled Water Treatment and Delivery Services dated January 7, 2014. At the time of drafting the agreement, it was anticipated that the point of connection of the Pleasanton system to DERWA would be located immediately outside the entrance to the treatment plant. During design of the Pleasanton system it was determined that due to the depth of the DERWA pipeline and congestion of other utilities the point of connection should be located approximately 1,500 feet downstream on property owned by DSRSD. It was also decided that the connection to Val Vista Park should remain at its current location.

The relocation of the point of connection increases the DERWA operating cost for power for pumping. The proposed Amendment One provides for Pleasanton to pay DERWA a lump sum payment of \$2,700 for increased electrical use associated with pumping Pleasanton recycled water. Pleasanton will also make a lump sum payment to DERWA of \$166,000 for buy-in to the existing DERWA transmission pipeline from the treatment plant to the point of connection. Until Pleasanton completes connection of their recycled water system to the Tassajara Reservoir the Pleasanton system will be utilizing DERWA Reservoir R100. Pleasanton will pay DERWA \$255/million gallons of recycled water delivered for the use of Reservoir R100. The amendment also clarifies Pleasanton costs for replacement of various DERWA facilities.

Recommendation:

The Authority Manager recommends the Board approve and authorize by Resolution, the execution of Amendment One to the Agreement to Provide Recycled Water Treatment and Delivery Services by and between DERWA and the City of Pleasanton.

October 26, 2015

Attachments

DERWA
RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF THE DSRSD•EBMUD RECYCLED WATER AUTHORITY APPROVING AND AUTHORIZING EXECUTION OF AMENDMENT ONE TO THE AGREEMENT TO PROVIDE RECYCLED WATER TREATMENT AND DELIVERY SERVICES BY AND BETWEEN DSRSD•EBMUD RECYCLED WATER AUTHORITY AND CITY OF PLEASANTON

WHEREAS, DERWA and Pleasanton entered into an Agreement to Provide Recycled Water Treatment and Delivery Services (“Agreement”) dated January 7, 2014; and

WHEREAS, Pleasanton has completed planning and design of the Pleasanton Recycled Water Infrastructure Expansion Project; and

WHEREAS, DERWA and Pleasanton anticipated locating the Pleasanton’s “Primary Point of Delivery” (“Pleasanton Turn Out”) near the DERWA treatment facilities; and

WHEREAS, the Parties agree locating the Pleasanton Turn Out one thousand five hundred (1,500) feet downstream of the treatment plant on DERWA “Pipeline AB” reduces the disruption and impact to the DERWA treatment facilities but increases DERWA operating cost for power; and

WHEREAS, locating the Pleasanton Turn Out further along Pipeline AB reduces City capital cost; and

WHEREAS, maintaining the existing “Val Vista Point of Delivery” eliminates future utility access issues into the Dublin San Ramon Services District (“DSRSD”) Regional Treatment Facilities; and

WHEREAS, maintaining the existing “Val Vista Point of Delivery” reduces City capital cost; and

WHEREAS, the parties wish to enter into this Amendment One to implement the facilities configuration identified during planning and design of the Pleasanton Recycled Water Infrastructure Expansion Project to the mutual benefit of both parties.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the DSRSD•EBMUD Recycled Water Authority, a Joint Powers Authority located in the counties of Alameda and Contra Costa, California, as follows:

The Authority Chair and the Authority Secretary are hereby authorized and directed, respectively, to execute for and on behalf of the Authority, and to attest thereto, an amendment, substantially in the form of the attached Amendment One to the Agreement between DERWA and Pleasanton, marked Exhibit “A,” and that the Authority Manager is hereby further authorized, with

DERWA
Res. No. _____

the concurrence of DERWA Legal Counsel, to accept any non-material revisions to the form of Exhibit "A," and to take such steps as shall be necessary to implement said Agreement.

ADOPTED by the Board of Directors of the DSRSD•EBMUD Recycled Water Authority at its Regular Meeting held on the 26th day of October, 2015 and passed by the following vote:

AYES:

NOES:

John A. Coleman, Chair

ATTEST: _____
Nicole Genzale, Authority Secretary

**AMENDMENT ONE TO AGREEMENT TO PROVIDE RECYCLED
WATER TREATMENT AND DELIVERY SERVICES**

By and between DERWA and the CITY OF PLEASANTON

This Amendment One is entered into this _____ day of _____, 2015, by and between the DSRSD-EBMUD Recycled Water Authority, a joint powers authority organized and existing under Government Code sec. 6500 et seq. (hereinafter "DERWA") and the City of Pleasanton, a California municipal corporation (hereinafter "Pleasanton" or "City"), for the purpose of further defining the terms and conditions under which DERWA will provide Recycled Water treatment and delivery services to the City of Pleasanton.

RECITALS

WHEREAS, DERWA and Pleasanton entered into an Agreement to Provide Recycled Water Treatment and Delivery Services ("Agreement") dated January 7, 2014; and

WHEREAS, Pleasanton has completed planning and design of the Pleasanton Recycled Water Infrastructure Expansion Project; and

WHEREAS, DERWA and Pleasanton anticipated locating the Pleasanton's "Primary Point of Delivery" ("Pleasanton Turn Out") near the DERWA treatment facilities; and

WHEREAS, the Parties agree locating the Pleasanton Turn Out one thousand five hundred (1,500) feet downstream of the treatment plant on DERWA "Pipeline AB" reduces the disruption and impact to the DERWA treatment facilities but increases DERWA operating cost for power: and

WHEREAS, locating the Pleasanton Turn Out further along Pipeline AB reduces City capital cost; and

WHEREAS, maintaining the existing "Val Vista Point of Delivery" eliminates future utility access issues into the Dublin San Ramon Services District ("DSRSD") Regional Treatment Facilities; and

WHEREAS, maintaining the existing "Val Vista Point of Delivery" reduces City capital cost; and

WHEREAS, the parties wish to enter into this Amendment One to implement the facilities configuration identified during planning and design of the Pleasanton Recycled Water Infrastructure Expansion Project to the mutual benefit of both parties.

NOW, THEREFORE, in consideration of these Recitals and the terms, conditions and covenants contained herein, it is mutually understood and agreed as follows:

SECTION 1: PLEASANTON TURN OUT

1.1. The Pleasanton Turn Out will be located on DSRSD Dedicated Land Disposal property 1,500 feet down stream on Pipeline AB located and configured as agreed upon by the parties in accordance with Paragraph 4.1 of the Agreement.

1.2. Upon completion of construction and acceptance by DERWA of the Pleasanton Turn Out and associated transmission pipeline to the Pleasanton recycled water distribution system as constructed by Pleasanton, Pleasanton shall transfer ownership of the Pleasanton Turn Out and portion of transmission pipeline on DSRSD property to DSRSD.

1.3. Upon transfer of ownership of the Pleasanton Turn Out and portion of transmission pipeline to DSRSD, DERWA shall be responsible for maintenance and replacement of the Pleasanton Turn Out and portion of transmission pipeline owned by DSRSD.

1.4. Upon transfer of ownership:

1.4.1. Pleasanton shall reimburse DERWA all direct costs of operation, maintenance and replacement of the Pleasanton Turn Out and transmission pipeline on DSRSD property; and

1.4.2. Replacement Expenditures for items with a cost of less than one hundred thousand dollars (\$100,000) each, associated with the 1,500 feet of Pipeline AB utilized by Pleasanton, shall be considered an operating cost incorporated into the annual DEWRWA rate structure in the Fiscal Year in which DERWA makes such expenditures; and

1.4.3. Replacement Expenditures for items with a cost greater than one hundred thousand dollars (\$100,000) each, associated with the 1,500 feet of Pipeline AB utilized by Pleasanton, shall be considered a capital cost. Except in an emergency, DERWA will provide sixty (60) day notice of anticipated expenditures associated with the 1,500 feet of Pipeline AB utilized by Pleasanton. DERWA shall invoice Pleasanton upon completion of the work or after progress payment to contractor, whichever is appropriate. Said invoice shall be 20% (4.2 mgd / (16.5 mgd + 4.2 mgd)) of the total expenditure. Pleasanton shall reimburse DERWA within 30 days of receipt of invoice.

1.5. Within 30 days of the first deliveries of recycled water by DERWA to Pleasanton through the 1,500 feet of Pipeline AB utilized by Pleasanton, Pleasanton shall pay DERWA a lump sum of one hundred sixty-six thousand dollars (\$166,000) as capital buy-in to the 1,500 feet of Pipeline AB utilized by Pleasanton.

1.6. Within 30 days of the first deliveries of recycled water by DERWA to Pleasanton through the 1,500 feet of Pipeline AB utilized by Pleasanton, Pleasanton shall pay DERWA a lump sum of two thousand, seven hundred dollars (\$2,700) for the cost of increased electrical use associated with pumping Pleasanton recycled water, in addition to the DSRSD and EBMUD recycled water, through the 1,500 feet of Pipeline AB utilized by Pleasanton.

1.7. DERWA shall be responsible for controlling and delivering recycled water to Pleasanton through the Pleasanton Turn Out. Deliveries shall be made as follows:

1.7.1. During initial deliveries, defined as the period of recycled water delivery by DERWA to Pleasanton through the Pleasanton Turn Out until the Pleasanton Tassajara Reservoir is brought on line as part of the Pleasanton recycled water system, the Pleasanton recycled water system shall utilize DERWA storage and DERWA shall deliver recycled water to meet actual instantaneous demands of Pleasanton customers (ride on the DERWA system). During this period, DERWA shall invoice Pleasanton for, and Pleasanton shall within 30 days of receipt of the invoice, pay DERWA two hundred and fifty-five dollars (\$255) per million gallons of recycled water delivered for use of DERWA Reservoir R100 by Pleasanton.

1.7.2. Unless modified by mutual agreement of the DERWA and Pleasanton operating staffs, once Pleasanton's Tassajara Reservoir is on line, Pleasanton shall notify DERWA electronically daily of the that day's recycled water demand required to be delivered by DERWA to Pleasanton. DERWA shall deliver the daily demand request by Pleasanton at a uniform rate over a 24-hour period.

1.7.3. During seasonal low demand (less than 2 mgd), DERWA operating staff, upon notification to Pleasanton operating staff, may bypass the Pleasanton Turn Out control system and serve Pleasanton during seasonal low demand by allowing the Pleasanton system to ride on the DERWA system, with no cost incurred to Pleasanton for use of DERWA storage.

1.8. DERWA shall use best efforts to deliver the quantities of recycled water requested by Pleasanton, however, in accordance with Paragraph 7.3 of the Agreement,

interruptions to deliveries for causes beyond the control of DERWA may occur. In such cases and as requested by Pleasanton, DERWA shall make reasonable efforts to meet deliveries with supplemental water. Pleasanton shall pay the actual cost of any supplemental water deliveries made to Pleasanton at Pleasanton's request.

SECTION 2: VAL VISTA PARK

2.1 The "Val Vista Point of Delivery" shall remain as configured as of the date of this Amendment One, shall not be abandoned, and shall become permanent and integrated into the "Primary Point of Delivery" in accordance with Paragraph 4.1 of the Agreement.

2.2 DERWA shall own all the components of the Val Vista Point of Delivery, including the portion of the pipeline located on DSRSD property. Pleasanton shall be responsible for 100% of replacement costs associated with Val Vista Point of Delivery.

2.2.1 Replacement Expenditures for items with a cost of less than one hundred thousand dollars (\$100,000) each shall be considered an operating cost incorporated into the annual Pleasanton rate structure in the Fiscal Year in which DERWA makes such expenditures; and

2.2.2 Replacement Expenditures for items with a cost greater than one hundred thousand dollars (\$100,000) shall be considered a capital cost. Except in an emergency, DERWA will provide sixty (60) day notice of anticipated expenditures greater than one hundred thousand dollars (\$100,000). Pleasanton shall reimburse DERWA the actual cost of the expenditure within 30 days of receipt of invoice.

2.2.3 Replacement costs shall include relocation if required to accommodate operation of the DSRSD Regional Treatment Facilities.

2.3 Within 30 days of the effective date of this Amendment One, Pleasanton shall pay DERWA a lump sum of fifty-seven thousand, two hundred dollars (\$57,200) for the capital buy-in to DERWA Reservoir R100 that will benefit Pleasanton recycled water service to Val Vista Park.

2.4 Upon the effective date of this Amendment One:

2.4.1 Pleasanton shall reimburse DERWA one percent (1.0%) of the DERWA Replacement Expenditures for items with a cost of less than one hundred thousand dollars (\$100,000) each and associated with Reservoir R100, in the Fiscal Year in which DERWA makes such expenditures; and

2.4.2 For Replacement Expenditures for items with a cost greater than one hundred thousand dollars (\$100,000) each associated with Reservoir R100, Pleasanton shall reimburse DERWA one percent (1.0%) of the total expenditure.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment One to be executed and attested by their proper officers thereunto duly authorized, on the day and year set opposite the name of each of the Parties.

CITY OF PLEASANTON
a municipal corporation

By: _____ Dated: _____, 2015
Jerry Thorne, Mayor

ATTEST:

By: _____ Dated: _____, 2015
Karen Diaz, City Clerk

APPROVED AS TO FORM:

By: _____ Dated: _____, 2015
Jonathan Lowell, City Attorney

DSRSD-EBMUD Recycled Water Authority
a joint powers authority

By: _____ Dated: _____, 2015
John A. Coleman, Chair

ATTEST:

By: _____ Dated: _____, 2015
Nicole Genzale, Authority Secretary

APPROVED AS TO FORM:

By: _____ Dated: _____, 2015
Robert B. Maddow, Authority General Counsel

**ATTACHMENT 1 TO
AMENDMENT ONE TO
AGREEMENT TO PROVIDE RECYCLED
WATER TREATMENT AND DELIVERY SERVICES**

Attachment 1 is a sample calculation of how replacement expenditures under Sections 1.4.2 and 2.2.1 are incorporated into the actual year end rate calculation.

Background: At the beginning of each budget year, DERWA sets a provisional rate for the year based upon the adopted budget. At the end of each budget year, DERWA calculates the actual rate based upon actual expenditures during the year. This example shows how replacement costs of less than \$100,000 are incorporated into the actual year end rate calculation.

Example Section 1.4.2 Pipeline AB:

Replacement cost = \$60,000

Total recycled water delivered by DERWA during budget year:

- DSRSD = 2,600 AFY
- EBMUD = 2,100 AFY
- Pleasanton = 1,500 AFY (excluding Val Vista Park)
- Total = 6,200AFY

Unit rate of replacement cost:

- $\$60,000 / 6,200 \text{ AF} = \$9.68/\text{AF}$

Actual operating costs are used to calculate year end rate and \$9.68/AF would be added to DSRSD, EBMUD and Pleasanton rates to get the final rate for the year. (Note: final total rates would not be the same as the Pleasanton rate is based upon only treatment costs plus a percentage of DERWA overhead. However the replacement add on would be the same for all 3 entities.)

Example Section 2.2.1 Val Vista Park Service:

Replacement cost = \$25,000

Total recycled water delivered by DERWA during budget year

- Pleasanton = 1,800 AFY (including Val Vista Park)

Unit rate of replacement cost:

- $\$25,000 / 1,800 \text{ AFY} = \$13.89/\text{AF}$

Actual treatment operating costs are used to calculate Pleasanton year end rate and \$13.89/AF would be added only to Pleasanton rate to get the final Pleasanton rate for the year.

DERWA Summary & Recommendation

Authorizing Emergency Implementation of a Sixth Sand Filter Project at the DERWA Recycled Water Treatment Plant

Summary:

DERWA and the City of Pleasanton entered into an Agreement to Provide Recycled Water Treatment and Delivery Services dated January 7, 2014. The agreement provides that upon written notice from Pleasanton of its desire to proceed with the sixth sand filter expansion project DERWA will cause DSRSD to commence the project. On August 4, 2015 Pleasanton provide such written notice and a payment of \$475,000 in accordance with the terms of the agreement. By letter of August 7, 2015 Pleasanton requested the sixth sand filter project be expedited to have the filter on line by May 2016 to conform to the scheduled completion of the initial stages of the Pleasanton recycled water distribution system projects.

As a result of various State and local drought emergency declarations and existing statutory authority DSRSD may procure necessary services, materials, and supplies for the sixth sand filter project without giving notice for bids. The DERWA Board, by Resolution, may make findings that the California Environmental Quality Act (CEQA) does not apply to this project.

Recommendation:

The Authority Manager recommends the Board approve and authorize, by Resolution, emergency implementation of a Sixth Sand Filter Project at the DERWA recycled water treatment plant.

October 26, 2015

Attachments

DERWA
RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF THE DSRSD-EBMUD RECYCLED
WATER AUTHORITY AUTHORIZING EMERGENCY IMPLEMENTATION OF A SIXTH
SAND FILTER PROJECT AT THE DERWA RECYCLED WATER PLANT

WHEREAS, the State of California continues to experience record dry conditions, with 2012 precipitation below normal, 2013 the driest year then on record, and both 2014 and 2015 being critically dry;

WHEREAS, on January 17, 2014, California Governor Edmund G Brown, Jr. issued a proclamation of a State of Emergency due to the continuing drought;

WHEREAS, on January 29, 2014, the Zone 7 Water Agency, which supplies water to DSRSD, the City of Pleasanton, and to other water utilities in the Tri-Valley issued a proclamation of a Local Drought Emergency;

WHEREAS, on April 25, 2014, Governor Edmund G. Brown, Jr. proclaimed a Continued State of Emergency due to the continuing drought in the State of California, and the Governor on April 1, 2015 issued Executive Order B-29-15 mandating statewide conservation of water in urban areas, and continuing previous drought emergency proclamations and orders in full force and effect;

WHEREAS, critical water supplies in the Tri-Valley, including the cities of Dublin, San Ramon, and Pleasanton can be conserved by off-setting water demands with recycled water use;

WHEREAS, on January 7, 2014, DERWA entered into a contract with the City of Pleasanton to serve the City of Pleasanton recycled water, with the City of Pleasanton financing the cost of a 6th sand filter at the DERWA treatment plant;

WHEREAS, DERWA approved a capital budget on April 27, 2015 that included a

Res. No. _____

project to construct a sixth sand filter at the DERWA treatment facility that would provide necessary recycled water production capacity to serve the City of Pleasanton's recycled water needs.

WHEREAS, on August 5, 2015, the City of Pleasanton requested, pursuant to the January 7, 2014 contract, that DERWA provide facilities and delivery of recycled water which will help the City of Pleasanton offset potable water demand during a period of severe drought affecting the entire State of California, and on August 7, 2015 in a second letter the City of Pleasanton requested that DERWA act as quickly as possible on the sixth sand filter project;

WHEREAS, the Authority Manager has caused a DRAFT DERWA Recycled Water Treatment Facilities Plan to be prepared which shows that a sixth sand filter at the DERWA treatment plant is needed to meet Pleasanton's recycled water demands in 2016;

WHEREAS, pursuant to existing agreements between DERWA and its Member Agencies DSRSD and EBMUD, DERWA may delegate to a Member Agency the responsibility for project design and construction on DERWA's behalf; and

WHEREAS, on June 24, 2015, Governor Edmund G. Brown, Jr. signed emergency legislation (Senate Bill 88; Ch. 27, Stats. 2015) which, among other drought-related matters, declared that the California Environmental Quality Act does not apply to a project that is carried out by a public agency for the purpose of mitigating drought emergency conditions and which is for construction or expansion of recycled water pipeline and directly related infrastructure within existing rights of way.

Res. No. _____

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DERWA, a joint powers public agency located in the counties of Alameda and Contra Costa, California, as follows:

1. A Community Drought Emergency is hereby declared.
2. The Board hereby authorizes and directs the DERWA Authority Manager to coordinate with the Dublin San Ramon Services District to have DSRSD complete the design and construction of the sixth sand filter recycled water production project on behalf of DERWA, with the objective to having the project completed and operational prior to April 1, 2016 to serve the urgent recycled water demands of the City of Pleasanton during the continuing drought.
3. In light of the continuing declared drought emergency and the urgent need to quickly increase the availability of recycled water, and because the sixth sand filter will need to match the existing DERWA treatment plant facilities, the Board hereby further authorizes and directs the DERWA Authority Manager to encourage DSRSD to rely upon existing statutory authority, including but not limited to Public Contract Code Sec. 22050, to procure the necessary services, materials, and supplies for the sixth sand filter without giving notice for bids.
4. The Board hereby finds, determines, and declares, pursuant to California Public Resources Code Sec. 21080.08, that the California Environmental Quality Act does not apply to the sixth sand filter project because it is approved and carried out for the purpose of mitigating the current continuing drought

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emergency conditions, and it consists of construction or expansion of recycled water pipeline and directly related infrastructure within existing rights of way.

ADOPTED by the Board of Directors of the DSRSD•EBMUD Water Recycling Authority, a joint powers public agency in the State of California, counties of Alameda and Contra Costa, at its regular meeting held on the 26th day of October 2015, and passed by the following vote:

AYES:

NOES:

ABSENT:

John A. Coleman, Chair

ATTEST: _____
Nicole Genzale, Authority Secretary

ITEM 10

MANAGER'S REPORTS

1. Transition Planning for Authority Manager and Legal Counsel
2. Capital Projects Update - Recycled Water Treatment Plant
3. Expansion Facilities Plan & Supplemental Water Workshop
4. Confirm Next Meeting Date – December 28, 2015