

DRAFT Agreement for System Integration of the Advanced Quantitative Precipitation Information System

This agreement ("Agreement") is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California ("Sonoma Water") and **Regents of the University of California**, Scripps Institution of Oceanography ("University"). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Paragraph 5.1.

RECITALS

- A. The San Francisco Bay Area Advanced Quantitative Precipitation Information ("AQPI") System project is financed under Grant Agreement No. 4600011485 ("Grant") that is funded by the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, administered by the State of California, Department of Water Resources.
- B. Sonoma Water, acting as grantee and lead administrative agency, will manage administration for the AQPI project including contracting with the Department of Water Resources and project partners.
- C. The National Ocean and Atmospheric Administration ("NOAA"), acting as the Project Director, will direct technical aspects of the project in conjunction with the Technical Advisory Committee ("TAC") including coordinating work with University.
- D. The AQPI TAC is comprised of stakeholders such as NOAA; Colorado State University's Cooperative Institute for Research in the Atmosphere ("CIRA"); University's Scripps Institute of Oceanography's Center for Western Weather and Water Extremes ("CW3E"); the United States Geological Survey ("USGS"); Morrison and Associates, Inc.; and the Local Project Partners that include, but are not limited to, Sonoma Water, San Francisco Public Utilities Commission, Santa Clara Valley Water District, and the Bay Area Flood Protection Agencies Association.
- E. Under this Agreement, University will prepare a concept of operations (CONOPS) workplan, a CONOPS plan, a technical memorandum, and conduct a workshop presentation.

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. RECITALS

- 1.1. The above recitals are true and correct.

2. **LIST OF EXHIBITS**

2.1. The following exhibits are attached hereto and incorporated herein:

- a. Exhibit A: Scope of Work
- b. Exhibit B: Schedule of Costs
- c. Exhibit C: Estimated Budget for Scope of Work
- d. Exhibit D: Grant Award Documents
- e. Exhibit E: Insurance Requirements

3. **SCOPE OF TASKS**

3.1. *University's Specified Tasks:* University shall perform the tasks described in Exhibit A (Scope of Work), within the times or by the dates provided for in Exhibit A and pursuant to Article 9 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

3.2. *Cooperation with Sonoma Water:* University shall cooperate with Sonoma Water in the performance of all work hereunder. University shall coordinate the work with Sonoma Water's Project Manager. Contact information and mailing addresses:

Sonoma Water	University
Project Manager: Jake Spaulding Phone: 707-524-8373 Email: Jake.Spaulding@scwa.ca.gov Grant Manager: Joan Hultberg Phone: 707-547-1902 Email: joan.hultberg@scwa.ca.gov 404 Aviation Boulevard Santa Rosa, CA 95403-9019	Contact: F. Martin Ralph, Ph.D. 9500 Gillman Drive #0224 La Jolla, CA 92093-0224 Phone: 970-491-7981 Email: mralph@ucsd.edu
Remit invoices to:	Remit payments to:
Accounts Payable Same address as above or Email: ap_agreements@scwa.ca.gov	The Regents of the University of California UCSD Cashiers Office 9500 Gillman Drive, MC 0009 La Jolla, CA 92093-0009
NOAA	NOTE: Checks must reference the award number or UCSD fund number indicated on invoice.
Contact: Rob Cifelli 325 Broadway, R/PSD Boulder, CO 80305 Phone: 303-497-7369	

Sonoma Water	University
Email: Rob.Cifelli@noaa.gov	

3.3. *Performance Standard and Standard of Care:* University hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the tasks provided under this Agreement and in accordance with all applicable federal, state and local laws, it being understood that acceptance of University's work by Sonoma Water shall not operate as a waiver or release. Sonoma Water has relied upon the professional ability and training of University as a material inducement to enter into this Agreement. If Sonoma Water determines that any of University's work is not in accordance with such level of competency and standard of care, Sonoma Water, in its sole discretion, shall have the right to do any or all of the following: (a) require University to meet with Sonoma Water to review the quality of the work and resolve matters of concern; (b) terminate this Agreement pursuant to the provisions of Article 6 (Termination); or (c) pursue any and all other remedies at law or in equity.

3.4. *Assigned Personnel:*

- a. University shall assign only competent personnel to perform work hereunder.
- b. Any and all persons identified in Section 3.4c are deemed by Sonoma Water to be key personnel whose participation were a material inducement to Sonoma Water to enter into this Agreement, and without whose services Sonoma Water would not have entered into this Agreement. University shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Sonoma Water.
- c. With respect to performance under this Agreement, University shall employ the following key personnel:

Title	Name
Research Meteorologist	F. Martin Ralph, Ph.D.

- d. In the event that any of University's personnel assigned to perform tasks under this Agreement become unavailable due to resignation, sickness, or other factors outside of University's control, University shall be responsible for timely provision of adequately qualified replacements.

4. **PAYMENT**

- 4.1. *Total Costs:* Total costs under this Agreement shall not exceed \$400,000.
- 4.2. *Method of Payment:* University shall be paid in accordance with the following terms:
 - a. University shall be paid in accordance with Exhibit B (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges,

other than expenses specifically identified in Exhibit B. Expenses not expressly authorized by the Agreement shall not be reimbursed.

b. Retention:

- i. State of California is withholding 10% of each invoice as retention, amounting to 10% of the total Agreement.
- ii. Payments made by Sonoma Water to Consultant are subject to this 10% retention.
- iii. Retention amounts will be released by Sonoma Water to University upon acceptance of Grant Completion Report by State of California.

4.3. *Invoices:* University shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by Sonoma Water. The bills shall show or include:

- a. University name
- b. Name of Agreement
- c. Sonoma Water's Project-Activity Code X0158C004
- d. Task performed with an itemized description of services rendered by date
- e. Summary of work performed by subconsultants, as described in Paragraph 14.4
- f. Time in quarter hours devoted to the task
- g. Hourly rate or rates of the persons performing the task
- h. List of reimbursable materials and expenses
- i. Copies of receipts for reimbursable materials and expenses

4.4. *Quarterly Reports with Invoices:* Payment of invoices is subject to receipt of the quarterly reports required under Task 2.3 of Exhibit A.

4.5. *Cost Tracking:* University has provided an estimated breakdown of costs, included in Exhibit C (Estimated Budget for Scope of Work). Exhibit C will only be used as a tool to monitor progress of work and budget. Actual payment will be made as specified in Paragraph 4.2 above.

4.6. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Sonoma Water business after presentation of an invoice in a form approved by Sonoma Water for services performed. Payments shall be made only upon the satisfactory completion of the tasks as determined by Sonoma Water.

4.7. *Taxes Withheld by Sonoma Water:*

- a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, Sonoma Water shall withhold seven percent of the income paid to University for tasks performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if University does not qualify as: (1) a corporation with its principal place of business in

California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

- b. If University does not qualify, as described in Paragraph 4.7.a, Sonoma Water requires that a completed and signed Form 587 be provided by University in order for payments to be made. If University is qualified, as described in Paragraph 4.7.a, then Sonoma Water requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, University agrees to promptly notify Sonoma Water of any changes in the facts. Forms should be sent to Sonoma Water pursuant to Article 15 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce the amount withheld, University has the option to provide Sonoma Water with either a full or partial waiver from the State of California.

4.8. *Funding:*

- a. Funding for this Agreement is as follows:

<i>Fiscal Years</i>	<i>Appropriation</i>
2020/2021	\$200,000
2021/2022	\$200,000

- b. Availability of Funding in Subsequent Fiscal Years:
- Sonoma Water's performance under this Agreement in subsequent years is contingent upon appropriation of funds by Sonoma Water's Board of Directors. Sonoma Water shall have no liability under this Agreement if sufficient funds are not appropriated in subsequent fiscal years by Sonoma Water's Board of Directors for the purpose of this Agreement.
 - If funding for this Agreement for any fiscal year is reduced or eliminated by Sonoma Water's Board of Directors, Sonoma Water shall have the option to either terminate this Agreement in accordance with Article 6 (Termination) or offer an amendment to University to reflect the reduced amount.

- 4.9. *State or Grant Funding:* University is informed and aware that this Agreement is funded by a grant from Department of Water Resources (award number 2015 Proposition 84 Integrated Regional Water Management Implementation Grant Agreement No. 4600011485), which grant is conditioned upon various terms that apply to University. University has reviewed the grant award documents attached hereto as Exhibit D (Grant Award Documents) and hereby agrees to comply with them to the extent they apply to a subrecipient. In the event of a conflict between the body of this Agreement and Exhibit D, the provisions in Exhibit D shall control.

5. TERM OF AGREEMENT AND COMMENCEMENT OF WORK

5.1. *Term of Agreement:*

- a. This Agreement shall expire on April 30, 2023, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
- b. Sonoma Water shall have two options to extend this Agreement for a period of one year each by providing written notice to University thirty days in advance of the expiration date noted in this Article and of the first extension option.

5.2. *Commencement of Work:* University is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

6. TERMINATION

6.1. *Authority to Terminate:* Sonoma Water's right to terminate may be exercised by Sonoma County Water Agency's General Manager.

6.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, either Party shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to University.

6.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should University fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Sonoma Water may immediately terminate this Agreement by giving University written notice of such termination, stating the reason for termination.

6.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, University, within 14 days following the date of termination, shall deliver to Sonoma Water all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by University or University's subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 12.12 and shall submit to Sonoma Water an invoice showing the tasks performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

6.5. *Payment Upon Termination:* Upon termination of this Agreement by Sonoma Water, University shall be entitled to receive as full payment for all tasks satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the tasks satisfactorily rendered hereunder by University bear to the total tasks otherwise required to be performed for such total payment; provided, however, that if tasks are to be paid on a per-hour or per-day basis, then University shall be entitled to receive as full payment an amount equal to

the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Sonoma Water terminates the Agreement for cause pursuant to Paragraph 6.3, Sonoma Water shall deduct from such amounts the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by University.

- 6.6. *Change in Funding:* University understands and agrees that Sonoma Water shall have the right to terminate this Agreement immediately upon written notice to University in the event that (1) any state or federal agency or other funder reduces, withholds or terminates funding which Sonoma Water anticipated using to pay University for tasks provided under this Agreement or (2) Sonoma Water has exhausted all funds legally available for payments due under this Agreement.

7. INDEMNIFICATION

- 7.1. The University shall defend, indemnify and hold harmless Sonoma County Water Agency and the State of California, East Bay Municipal Utility District, Alameda County Flood Control & Water Conservation District, Alameda County Water District, East Bay Dischargers Authority, Contra Costa County Flood Control and Water Conservation District, and their respective Directors, Board and/or Committee Members, their officers, employees and agents from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its respective officers, agents or employees.
- 7.2. Sonoma County Water Agency shall defend, indemnify and hold harmless the University, its officers, employees and agents from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State, its respective officers, agents or employees.
- 7.3. If the University provides funds to any third party ("Subawardee"), excluding any agency or department of the United States, to accomplish any of the work of this agreement, the University shall first enter into a written agreement with each Subawardee by which the Subawardee agrees to indemnify and hold harmless the Sonoma County Water Agency and State of California, the State and its officers, agents, and employees from any and all liabilities, losses, claims, demands, damages, or costs, including without limitation litigation costs and attorney's fees, resulting from or arising out of the Subawardee's performance under its agreement with the University, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or

damages are caused by or result from the negligent or intentional acts or omissions of the Subawardees, its respective officers, agents or employees. The foregoing does not limit any breach of contract action that the State may have against the University.

8. INSURANCE

- 8.1. With respect to performance of work under this Agreement, University shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit E (Insurance Requirements). University 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 University affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

9. PROSECUTION OF WORK

- 9.1. Performance of the tasks hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for University's performance of this Agreement shall be extended by a number of days equal to the number of days University has been delayed.

10. EXTRA OR CHANGED WORK

- 10.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by Sonoma County Water Agency's General Manager in a form approved by County Counsel. The parties expressly recognize that Sonoma Water personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of University to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter University shall be entitled to no compensation whatsoever for the performance of such work.

11. CONTENT ONLINE ACCESSIBILITY

- 11.1. *Accessibility:* Sonoma Water policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.

- 11.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Sonoma Water managed or Sonoma Water funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794(d)), and Sonoma Water's Web Site Accessibility Policy located at <http://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>.
- 11.3. *Certification:* With each final deliverable intended for public distribution (report, presentations posted to the internet, public outreach materials), University shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g., Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).
- 11.4. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, University shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. University agrees to cooperate with Sonoma Water staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- 11.5. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Sonoma Water's Web Site Accessibility Policy shall be the responsibility of University. If Sonoma Water, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Sonoma Water managed or Sonoma Water funded Web site does not comply with Sonoma Water Accessibility Standards, Sonoma Water will promptly inform University in writing. Upon such notice, University shall, without charge to Sonoma Water, repair or replace the non-compliant materials within such period of time as specified by Sonoma Water in writing. If the required repair or replacement is not completed within the time specified, Sonoma Water shall have the right to do any or all of the following, without prejudice to Sonoma Water's right to pursue any and all other remedies at law or in equity:
- a. Cancel any delivery or task order
 - b. Terminate this Agreement pursuant to the provisions of Article 6 (Termination); and/or
 - c. In the case of custom Electronic and Information Technology (EIT) developed by University for Sonoma Water, Sonoma Water may have any necessary changes or repairs performed by itself or by another contractor.
- 11.6. *Sonoma Water's Rights Reserved:* Notwithstanding the foregoing, Sonoma Water may accept deliverables that are not strictly compliant with Sonoma Water Accessibility Standards if Sonoma Water, in its sole and absolute discretion, determines that acceptance of such products or tasks is in Sonoma Water's best interest.

12. REPRESENTATIONS OF UNIVERSITY

- 12.1. *Status of University:* The parties intend that University, in performing the tasks specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. University is not to be considered an agent or employee of Sonoma Water and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Sonoma Water provides its employees. In the event Sonoma Water exercises its right to terminate this Agreement pursuant to Article 6 (Termination), University expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 12.2. *No Suspension or Debarment:* University warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. University also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.
- 12.3. *Taxes:* University agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. University agrees to indemnify and hold Sonoma Water harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of University's failure to pay, when due, all such taxes and obligations. In case Sonoma Water is audited for compliance regarding any withholding or other applicable taxes, University agrees to furnish Sonoma Water with proof of payment of taxes on these earnings.
- 12.4. *Records Maintenance:* University shall keep and maintain full and complete documentation and accounting records, in accordance with generally accepted accounting principles and practices, including, but not limited to, books, records, and other documents concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Sonoma Water and the State of California for inspection at any reasonable time. University shall maintain such records for a period of four (4) years following completion of work hereunder or final billing, whichever comes later.
- 12.5. *Conflict of Interest:* University represents that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. University furtherrepresents that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Sonoma Water, University shall submit a completed Fair

Political Practices Commission Statement of Economic Interests (Form 700) with Sonoma Water within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.

- 12.6. *Statutory Compliance/Living Wage Ordinance:* University is exempt from this Ordinance.
- 12.7. *Nondiscrimination:* During the performance of this Agreement, University 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. University shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. University shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California 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. University shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- 12.8. If the University provides funds to any third party ("Subawardee"), excluding any agency or department of the United States, to accomplish any of the work of this agreement, the University shall first enter into a written agreement with each Subawardee by which the Subawardee agrees 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. Subawardees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subawardees shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California 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. University 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.

- 12.9. *Drug-Free Workplace Certification (Certification of Compliance)*: By signing this Agreement, University 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 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 about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. University'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 for drug abuse violations.
 - c. Provide, as required by Government Code section 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Agreement:
 - i. Will receive a copy of University's drug-free policy statement, and
 - ii. Will agree to abide by terms of University's condition of employment.
- 12.10. If the University provides funds to any third party ("[Subawardee](#)"), excluding any agency or department of the United States, to accomplish any of the work of this agreement, the University shall first enter into a written agreement with each Subawardee by which the Subawardee agrees to 12.9.a, 12.9.b, and 12.9.c.
- 12.11. *Assignment of Rights*: University assigns to Sonoma Water all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by University in connection with this Agreement. University agrees to take such actions as are necessary to protect the rights assigned to Sonoma Water in this Agreement, and to refrain from taking any action which would impair those rights. University's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Sonoma Water may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first

obtaining written permission of Sonoma Water. For any use beyond research and commercial third-party research, University shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Sonoma Water.

- 12.12. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents (“documents”), in whatever form or format, assembled or prepared by University or University’s subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Sonoma Water. Sonoma Water shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, University shall promptly deliver to Sonoma Water all such documents, which have not already been provided to Sonoma Water in such form or format as Sonoma Water deems appropriate. Such documents shall be and will remain the property of Sonoma Water without restriction or limitation. University may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Sonoma Water for any use beyond research and commercial third-party research.

13. PREVAILING WAGES

- 13.1. *Prevailing Wage Exemption; No Subcontracting:* Because all work to be performed pursuant to this Agreement will be performed by University employees, the parties agree that the work is exempt from California prevailing wage requirements. University shall not subcontract any portion of the work, except as Sonoma Water may specifically authorize (after a review of any implications under California's prevailing wage laws).

14. ASSIGNMENT AND DELEGATION

- 14.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 14.2. *Subcontracts:* Notwithstanding the foregoing, University may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement.
- 14.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 14.2 will be utilized, University may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 14.3. The

following provisions apply to any subcontract entered into by University other than those listed in Paragraph 14.2:

- a. Prior to entering into any contract with subconsultant, University shall obtain Sonoma Water approval of subconsultant.
- b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Sonoma Water in substantially the same form as that contained in Article 7 (Indemnification), (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.

14.4. *Summary of Subconsultants' Work:* University shall provide Sonoma Water with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.2. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

15. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS

15.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.

15.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 15.

16. MISCELLANEOUS PROVISIONS

16.1. *No Bottled Water:* In accordance with Sonoma Water Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Sonoma Water funding shall be used to purchase single-serving, disposable water bottles for use in Sonoma Water facilities or at Sonoma Water-sponsored events. This restriction shall not apply when potable water is not available.

- 16.2. *No Waiver of Breach:* The waiver by Sonoma Water of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 16.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. University and Sonoma Water acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. University and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 16.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 16.5. *No Third-Party Beneficiaries:* Except as provided in Article 7 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 16.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the City of Santa Rosa, in the County of Sonoma.
- 16.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 16.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

- 16.9. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 16.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.
- 16.11. *Digital Signature(s):* If University uses digital signature(s) to execute this Agreement, or to execute documents required to be executed by this Agreement, the digital signature(s) shall comply with Government Code section 16.5. By using digital signature(s), University warrants and represents that it intends the digital signature to have the same force and effect as the use of a manual signature.

/

/

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Reviewed as to funds:

TW 20/21-031

By: _____
Sonoma County Water Agency
Division Manager - Administrative
Services

Approved as to form:

By: _____
Adam Brand, Deputy County Counsel

Insurance Documentation is on file with
Sonoma Water

Date/TW Initials: _____

Sonoma County Water Agency

Regents of the University of California

By: _____
Grant Davis
General Manager
Authorized per Sonoma County Water
Agency's Board of Directors Action on

By: _____

(Please print name here)

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

1. GENERAL

- 1.1. Overview – Advanced Quantitative Precipitation Initiative (AQPI) System - Concept of Operations (CONOPS):
 - a. University shall assign a project manager to implement this Scope of Work and develop the CONOPS. University shall prepare comprehensive operation and maintenance plans that articulate how the AQPI system will meet system requirements during routine operations. The CONOPS shall be based on input from stakeholders and on realistic assessments of the technical performance of the system that is to be operated and of the scope of effort required to operate it and improve it over the 5 years after the system is delivered at completion of the grant.

2. TASKS

- 2.1. Task 1 – Prepare Work Plan
 - a. Overview: Development of the CONOPS Plan requires agreement on core objectives, necessary elements of the CONOPS, evaluation methodology and criteria, assumptions, and other context-setting factors (“Work Plan”).
 - b. In consultation with Sonoma Water and NOAA, draft a Work Plan for developing the CONOPS. The Work Plan shall describe the scope of the CONOPS Plan and the schedule to complete the CONOPS Plan. The Work Plan shall also identify and describe any key assumptions or data gaps that will affect the preparation of the CONOPS Plan.
 - c. In consultation with NOAA, characterize and review potential concept of operations for components of the AQPI System that will not be part of NOAA operations.
 - d. In partnership with Sonoma Water and NOAA, engage the AQPI LPAC and other San Francisco Bay Area authorities about requirements for continued operations as project progresses beyond the grant performance period.
 - e. Based on input provided in 2.1.c above, the Work Plan shall describe the methodology for a comparative analysis of alternative CONOPS designs. The alternatives analysis shall specify evaluation criteria such as cost, labor and equipment requirements, technical feasibility, key decision points, sustainability, potential for future system enhancements, and likelihood of agency and political support.
- 2.2. Task 2 – Prepare CONOPS Plan
 - a. Engage with the LPAC, Sonoma Water, and NOAA to prepare the CONOPS Plan in accordance with the final Work Plan. The CONOPS Plan shall include:

- i. Technical components of the system and the operational aspects of these components
- ii. Labor, equipment, and materials requirements, including strategies for repair and replacement of system components
- iii. Framework to provide upgrades and enhancements of the system's capabilities
- iv. Communication protocols
- v. Decision-making (including governance)
- vi. Radar sites
- vii. Required software and technical support
- viii. Ownership of assets and existing shared responsibilities in managing these assets
- ix. Description of implementation strategies
- x. An exhibit including anticipated expenses associated with operations and maintenance of the system (e.g., hardware, software, and technical support)
- b. Convene a workshop with NOAA and the LPAC to present the draft conclusions and recommendations of the alternatives analysis.
- c. Prepare a technical memorandum including the preferred CONOPS alternative based on the outcome of the workshop and other relevant factors.
- d. Responsibilities and Coordination:
 - i. Coordinate with NOAA and the AQPI LPAC to determine the best long-term operations solution for the Bay Area AQPI system components that are not part of NOAA operations, including recommendations for long-term operations and management of the Bay Area AQPI System.
 - ii. Meet with Sonoma Water, NOAA, key partners, and stakeholders (e.g., National Weather Service) that may be involved with concept of operations. Obtain from NWS which major components of the operational AQPI system NWS will engage in cooperation with others on the AQPI operations team.
 - iii. Coordinate with NOAA to develop the final concept of operations and documents necessary for long-term operations.

2.3. Task 3 – Quarterly Progress Reports

- a. University shall prepare quarterly progress reports. Submit one copy to Sonoma Water in accordance with the dates listed for this deliverable.
- b. Include the following in each quarterly progress report:
 - i. A detailed list of work performed
 - ii. Dates and subject of meetings conducted, meeting attendees, and summary of meeting results

- iii. Copies of final papers and reports completed during period
- iv. Copies of any presentations given during period
- v. Other information as appropriate or as requested by Sonoma Water

3. **DELIVERABLES**

3.1. Submittal of Work Plan and CONOPS Plan

- a. Drafts. Submit to Sonoma Water and partners (as noted below) for review.
 - i. First Draft: Prepare each document in draft form and submit to Sonoma Water and NOAA for review and approval in accordance with the dates listed for the subject deliverable. Sonoma Water will compile comments with NOAA return one copy of the draft to University with comments or approval in writing.
 - ii. Subsequent Draft(s) for Sonoma Water and NOAA review: If Sonoma Water requests revisions, revise the draft and resubmit one copy for Sonoma Water approval.
 - iii. Draft review by LPAC: Upon approval of draft of each document by Sonoma Water, University will submit a draft for review by the LPAC. University will provide revised versions of each document in response to LPAC comments to Sonoma Water.
- b. Final. Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved documents to Sonoma Water in accordance with the dates listed for the subject deliverables.

3.2. Workshop and Technical Memorandum

- a. Convene a workshop with NOAA and the LPAC to present the CONOPS draft conclusions and recommendations of the alternatives analysis.
- b. Prepare a technical memorandum documenting the preferred CONOPS alternative as determined in the workshop.

3.3. Deliverables Format

- a. Submit one electronic copy in PDF format (emailed, on USB flash drive, or via internet) of each final deliverable to Sonoma Water.
- b. Comply with requirements of Article 11 (Content Online Accessibility).

3.4. Deliverables Schedule

Milestone	Number of calendar days
Draft Work Plan for Sonoma Water review	Within 120 calendar days of Effective Start Date
SW reviews/approves Draft Work Plan	Within 15 calendar days of submittal of Draft Work Plan
Draft Work Plan for LPAC review	Within 30 calendar days of receipt of SW comments/approval

Milestone	Number of calendar days
Final Work Plan	Within 15 calendar days of receipt of LPAC comments
Draft CONOPS Plan	Within 180 calendar days of receipt of Final Work Plan
Workshop	Within 45 calendar days of receipt of Draft CONOPS Plan
Technical Memorandum	Within 30 calendar days of Workshop
Subsequent submittals and reviews of Draft CONOPS Plan by LPAC	Approximately 6 months (180 days)
Final CONOPS Plan	Within 12 months of Technical Memorandum
Quarterly Progress Reports	Quarterly with invoices

Exhibit B

Schedule of Costs

PERSONNEL	
Title	Hourly Rates*
Research Meteorologist	Year 1: \$252.66 Year 2: \$265.07
Academic Program Manager	Year 1: \$123.33 Year 2: \$130.63
Computational/Data Science Specialist	Year1: \$130.87 Year 2: \$139.08
Applications Programmer	Year 1: \$87.99 Year 2: \$93.53
Academic Program Manager	Year 1: \$206.88 Year 2: \$217.09
Academic Program Manager	Year 1: \$114.01 Year 2: \$120.80
Research Project Assistant	Year 1: \$106.71 Year 2: \$113.06
Research Project Assistant	Year 1: \$73.94 Year 2: \$78.19
*Note: All rates include fringe, indirect cost	
EXPENSES	
Item	Cost
Copies	\$0.10 per page
Postage	at cost
Overnight mail	at cost

Exhibit C

Estimated Budget for Scope of Work

System Integration of the Advanced Quantitative Precipitation Information System

Year 1: 02/01/21 through 04/30/22

A. SALARIES & BENEFITS	FY Rates Begin/End	Monthly		% Salary or Effort	Person Moe.	Salary Subtotal	Fringe Benefits		TOTAL
		Direct Salary	No. Months				%	Amount	
Marty Ralph	7/20	19,935	5.00	1.67%		1,665	35.22%	586	2,251
Researcher	7/21	20,733	10.00	1.67%	0.25	3,462	35.90%	1,243	4,705
Nina Oakley	7/20	9,000	5.00	31.77%		14,297	44.72%	6,394	20,691
Acad Prog Mgr	7/21	9,360	10.00	31.77%	4.77	29,738	47.34%	14,078	43,816
Luca Dele Monache	7/20	16,326	5.00	1.67%		1,359	35.22%	479	1,838
Acad Prog Mgr	7/21	16,979	10.00	1.67%	0.25	2,829	35.90%	1,016	3,845
Patrick Mulrooney	7/20	9,583	5.00	10.00%		4,792	44.72%	2,143	6,935
Cmpit and Data Sci Rsch Special	7/21	9,966	10.00	10.00%	1.50	9,966	47.34%	4,718	14,684
Brian Kawzenuk	7/20	6,444	5.00	5.00%		1,611	44.72%	720	2,331
Applications Programmer	7/21	6,702	10.00	5.00%	0.75	3,351	47.34%	1,586	4,937
Julie Kalansky	7/20	8,333	5.00	1.67%		696	44.72%	311	1,007
Acad Prog Mgr	7/21	8,666	10.00	1.67%	0.25	1,447	47.34%	685	2,132
Kelly Tucker	7/20	7,801	5.00	1.67%		651	44.72%	291	942
Research Project Asst	7/21	8,113	10.00	1.67%	0.25	1,355	47.34%	641	1,996
Lillian Perry	7/20	5,225	5.00	1.67%		436	50.41%	220	656
Research Project Asst	7/21	5,434	10.00	1.67%	0.25	907	52.16%	473	1,380

Total person months: 8.27

DIRECT SALARIES TOTAL 78,562

BENEFITS TOTAL 35,584

SALARIES AND BENEFITS TOTAL 114,146

C. TRAVEL

	Airfare/ Baggage	Car/RR Per Diem	No. of Days/Bags	No. of Trips	Total
Domestic					
Travel to NOAA PSL					
RT TBD, CA/Boulder, CO	\$ 350			1	\$ 350
RT Checked Baggage	\$ 60			1	\$ 60
Rental Car/Ground Transportation		\$ 50	5	1	\$ 250
Per Diem		\$ 300	5	1	\$ 1,500
Collaboration with colleagues regarding AQPI and CONOPS					
RT Santa Rosa, CA/TBD, CA	\$ -			-	\$ -
Rental Car/Ground Transportation		\$ 150	2	1	\$ 300
Per Diem		\$ 250	2	1	\$ 500
Meet with CA DWR to discuss CONOPS					
RT Santa Rosa, CA/Sacramento, CA	\$ -			-	\$ -
Rental Car/Ground Transportation		\$ 150	2	1	\$ 300
Per Diem		\$ 275	2	1	\$ 550
Collaboration with colleagues regarding AQPI and CONOPS					
RT San Diego, CA/TBD, CA	\$ 300			1	\$ 300
Rental Car/Ground Transportation		\$ 50	2	1	\$ 100
Per Diem		\$ 275	2	1	\$ 550
Meet with CA DWR to discuss CONOPS					
RT San Diego, CA/Sacramento, CA	\$ 350			1	\$ 350
Rental Car/Ground Transportation		\$ 50	2	1	\$ 100
Per Diem		\$ 300	2	1	\$ 600
Meet with CA DWR to discuss CONOPS					
RT Santa Rosa, CA/San Diego, CA	\$ 300			1	\$ 300
RT Checked Baggage	\$ 60			1	\$ 60
Rental Car/Ground Transportation		\$ 50	5	1	\$ 250
Per Diem		\$ 275	5	1	\$ 1,375
Total Domestic Travel					7,786
TRAVEL TOTAL					7,786

E. SUPPLIES

Project Specific Research Supplies	500
Project Specific Computer Hardware Maintenance and Supplies	400
SUPPLIES TOTAL	900

H. OTHER

Project Specific Communications, Mailing/FedEx, and Network Costs	1,241
Computer	2,500
OTHER EXPENSES TOTAL	3,741

I. TOTAL DIRECT COSTS 126,582

J. INDIRECT COSTS (less equipment, tuition remission, subcontract costs in excess of \$25K)

Tuition:	0	Base	OH Rate	
Equipment:	0	126,582	58.0%	73,418
U/C Campus:	0			
Excluded from indirect:	0			
TOTAL INDIRECT COST				73,418

K. TOTAL AMOUNT REQUESTED 200,000

System Integration of the Advanced Quantitative Precipitation Information System

Year 2: 05/01/22 through 04/31/23

A. SALARIES & BENEFITS	FY Rate Begin/End	Monthly Direct Salary	No. Months	% Salary or Effort	Person Mos.	Salary Subtotal	Fringe Benefits		TOTAL
							%	Amount	
Marty Ralph	7/21	20,732	2.00	2.08%		862	35.90%	309	1,171
Researcher	7/22	21,562	10.00	2.08%	0.25	4,485	36.62%	1,642	6,127
Nina Oakley	7/21	9,360	2.00	37.26%		5,975	47.34%	3,302	10,277
Acad Prog Mgr	7/22	9,734	10.00	37.26%	4.47	36,269	48.99%	17,768	54,037
Luca Delle Monache	7/21	16,979	2.00	2.08%		706	35.90%	253	959
Acad Prog Mgr	7/22	17,658	10.00	2.08%	0.25	3,673	36.62%	1,345	5,018
Patrick Murooney	7/21	9,966	2.00	12.50%		2,492	47.34%	1,180	3,672
Compt and Data Sci Rsch Special	7/22	10,365	10.00	12.50%	1.50	12,956	48.99%	6,347	19,303
Brian Kawzenuk	7/21	6,702	2.00	6.25%		838	47.34%	397	1,235
Applications Programmer	7/22	6,970	10.00	6.25%	0.75	4,356	48.99%	2,134	6,490
Julie Kikansky	7/21	8,666	2.00	2.08%		361	47.34%	171	532
Acad Prog Mgr	7/22	9,013	10.00	2.08%	0.25	1,875	48.99%	919	2,794
Kelly Tucker	7/21	8,113	2.00	2.08%		338	47.34%	160	498
Research Project Asst	7/22	8,438	10.00	2.08%	0.25	1,755	48.99%	860	2,615
Lillian Perry	7/21	5,434	2.00	2.09%		227	52.16%	118	345
Research Project Asst	7/22	5,651	10.00	2.09%	0.25	1,181	53.99%	637	1,818

Total person months 7.97

DIRECT SALARIES TOTAL 79,349

BENEFITS TOTAL 37,542

SALARIES AND BENEFITS TOTAL 116,891

C. TRAVEL

Domestic

	Airfare/ Baggage	Car/RF Per Diem	No. of Days	No. of Trips	Total
Travel to NOAA PSL					
RT TBD, CA/Boulder, CO	\$ 350			1	\$ 350
RT Checked Baggage	\$ 60		1	1	\$ 60
Rental Car/Ground Transportation		\$ 50	5	1	\$ 250
Per Diem		\$ 300	5	1	\$ 1,500
Collaboration with colleagues regarding AQPI and CONOPS					
RT Santa Rosa, CA/TBD, CA	\$ -	\$ 150	2	1	\$ 300
Rental Car/Ground Transportation		\$ 250	2	1	\$ 500
Per Diem					
Meet with CA DWR to discuss CONOPS					
RT Santa Rosa, CA/Sacramento, CA	\$ -	\$ 150	2	1	\$ 300
Rental Car/Ground Transportation		\$ 275	2	1	\$ 550
Per Diem					
Collaboration with colleagues regarding AQPI and CONOPS					
RT San Diego, CA/TBD, CA	\$ 300			1	\$ 300
Rental Car/Ground Transportation		\$ 50	2	1	\$ 100
Per Diem		\$ 275	2	1	\$ 550
Meet with CA DWR to discuss CONOPS					
RT San Diego, CA/Sacramento, CA	\$ 350			1	\$ 350
Rental Car/Ground Transportation		\$ 50	2	1	\$ 100
Per Diem		\$ 300	2	1	\$ 600
Meet with CA DWR to discuss CONOPS					
RT Santa Rosa, CA/San Diego, CA	\$ 300			1	\$ 300
RT Checked Baggage	\$ 60		1	1	\$ 60
Rental Car/Ground Transportation		\$ 50	5	1	\$ 250
Per Diem		\$ 275	5	1	\$ 1,375
Total Domestic Travel					7,795
TRAVEL TOTAL					7,795

E. SUPPLIES

Project Specific Research Supplies	400
Project Specific Computer Hardware Maintenance and Supplies	300
SUPPLIES TOTAL	700

H. OTHER

Project Specific Communications, Mailing/FedEx, and Network Costs	1,196
Computer	
OTHER EXPENSES TOTAL	1,196

I. TOTAL DIRECT COSTS

126,582

J. INDIRECT COSTS (less equipment, tuition remission, subcontract costs in excess of \$25K)

Tuition:	0	Base	OH Rate	
Equipment:	0	126,582	58.0%	73,418
UC Campus:	0			
Excluded from indirect:	0			
TOTAL INDIRECT COST				73,418

K. TOTAL AMOUNT REQUESTED

200,000

**System Integration of the Advanced Quantitative Precipitation
Information System**

	Year 1	Year 2	TOTAL PROJECT
A. Salaries	78,562	79,349	157,911
B. Fringe Benefits	35,584	37,542	73,126
C. Travel	7,795	7,795	15,590
E. Supplies	900	700	1,600
H. Other Expenses	3,741	1,196	4,937
I. Total Direct Costs	126,582	126,582	253,164
J. Indirect Cost	73,418	73,418	146,836
K. Total Amount Requested	200,000	200,000	400,000

Exhibit D

Grant Award Documents

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
SONOMA COUNTY WATER AGENCY
AGREEMENT NUMBER 4600011485
2015 PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION 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 Sonoma County Water Agency, 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 §79560) of Division 26.5 of the California Water Code (CWC), hereinafter collectively referred to as "IRWM Program."
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on December 31, 2021, 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.
3. GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed \$19,836,410.
4. GRANTEE COST SHARE. Grantee agrees to fund the difference between the Total Project Cost and the Grant Amount (amount specified in Paragraph 3). Grantee Cost Share consists of Funding Match and Additional Cost Share, as documented in Exhibit B (Budget). 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 and Funding Match Guidelines for Grantees).
5. FUNDING MATCH. Grantee is required to provide a Funding Match (non-State funds) of not less than 25 percent of the Grand Total of all the total project costs unless a Disadvantaged Community project waiver is granted. Grantee agrees to provide Funding Match for the amount as documented in Exhibit B (Budget), and may include expense directly related to Exhibit A (Work Plan) after January 1, 2011.
6. 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 Project in accordance with applicable provisions of the law.
 - e) Fulfill its obligations under the Grant Agreement, and be responsible for the performance of the project.
7. 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 Bay Area Regional Climate Change Preparedness 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.
8. BASIC CONDITIONS. State shall have no obligation to disburse money for the project under this Grant Agreement until Grantee has satisfied the following conditions (if applicable):

- a) Grantee demonstrates the availability of sufficient funds to complete the project by submitting the most recent 3 years of audited financial statements and submitting an Audited Financial Statement Summary for each Local Project Sponsor.
- b) Grantee must demonstrate compliance with the groundwater compliance options set forth on pages 14 and 15 of the IRWM Program Guidelines, dated May 2015.
- c) Grantee submits deliverables as specified in Paragraph 19 of this Grant Agreement and in Exhibit A.
- d) 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 the approved project 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 project or to require changes, alterations or other mitigation. Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, 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."
9. 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.
10. 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 project including the portion of overhead and administrative expenses that are directly related to the project included in this Grant Agreement in accordance with the standard accounting practices of the Grantee. Work performed on the project 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 that is 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.

11. METHOD OF PAYMENT.

- a) **Reimbursement** – Submit a copy of invoice for costs incurred and supporting documentation to the DWR Project Manager via Grant Review and Tracking System (GRanTS). Additionally, the original invoice form with signature and date (in ink) of Grantee's Project Representative, as indicated on page 10 of this Grant Agreement, must be sent to the DWR Project Manager for approval. Invoices submitted via GRanTS shall include the following information:
 - 1) Costs incurred for work performed in implementing the project(s) during the period identified in the particular invoice.
 - 2) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the project(s) during the period identified in the particular invoice for the implementation of a project.
 - 3) Invoices shall be submitted on forms provided by State and shall meet the following formal requirements:
 - i) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii) 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).
 - iii) 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.
 - iv) DWR Project Manager will notify Grantee, in a timely manner, when, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or are not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). After the disbursement requirements in Paragraph 8 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via U.S. 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.
- b) **Advanced Payment** – Water Code § 10551 authorizes advance payment by State for projects which are sponsored by a nonprofit organization; a disadvantaged community (DAC); or, the proponent of a project that benefits a DAC. If these projects are awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of 50% of the grant award; the remaining 50% of the grant award will be reimbursed in arrears. Within 90 calendar days of execution of the Grant Agreement, the Grantee shall provide DWR an Advanced Payment Request. The Advanced Payment Request must contain the following:
 - 1) Documentation demonstrating that each Local Project Sponsor was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.

- 2) If the Local Project Sponsor is requesting the advanced payment, the request must also include:
 - i) A funding plan which shows how the advanced funds will be expended within 18 months of this Grant Agreement's execution. (i.e., for what, how much, and when)
 - ii) A discussion of the Local Project Sponsor's financial capacity to complete the project once the advance funds have been expended.
- 3) If a Local Project Sponsor is requesting advanced payment, Grantee shall also submit a single Advance Payment invoice, containing the request for each qualified project, to the DWR Project Manager with signature and date (in ink) of Grantee's Project Representative, as indicated on page 10 of this Agreement. The Grantee shall be responsible for the timely distribution of the advanced funds to the individual Local Project Sponsors. Within 60 calendar days of receiving the Advanced Payment invoice and subject to the availability of funds, State will authorize payment of the advanced funds sought of 50% of the grant award for the qualified project(s).

The Advance Payment Invoice shall be submitted on forms provided by State and shall meet the following format requirements:

- 1) Invoice must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
- 2) Invoice must be itemized based on the categories (i.e., tasks) specified in Exhibit B.
- 3) DWR Project Manager will notify Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). After the disbursement requirements in Paragraph 8 "Basic Conditions" (8a) and 8b) only) 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 Progress Reports as required by Paragraph 19 "Submission of Reports."

On a quarterly basis, the Grantee will submit an Accountability Report to DWR that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:

- 1) An itemization of how advanced funds have been expended to date (Expenditure Summary), including documentation that supports the expenditures (e.g. contractor invoices, receipts, personnel hours, etc.). Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B.
- 2) A funding plan which shows how the remaining advanced funds will be expended.
- 3) Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.

DWR Project Manager will notify Grantee, in a timely manner, when, upon review of the Expenditure Summary, the State determines that any portion or portions of the expenditures claimed are not eligible costs. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit B, the State will reject the claim and remove them from the Expenditure Summary.

Once Grantee has expended all advanced funds, then the method of payment will revert to the reimbursement process specified in Paragraph 11 a) and any remaining requirements of Paragraph 8.

12. REPAYMENT OF ADVANCES. State may demand repayment from Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by State, and take any other action that it deems necessary to protect its interests for the following conditions:
 - a) A project is not being implemented in accordance with the provisions of this Grant Agreement.
 - b) 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.

Repayment amounts may also include:

- c) Advance funds which have not been expended within 18 months of the Grant Agreement's execution by the Local Project Sponsor.
- d) Actual costs incurred are not consistent with the Exhibit A (Work Plan) activities, not supported, or are ineligible.
- e) At the completion of the project, the funds have not been expended.

For conditions 12c) and 12d), repayment may consist of deducting the amount from future reimbursement invoices.

State may consider Grantee's refusal to repay the requested advanced amount a substantial breach of this Grant Agreement subject to the default provisions in Paragraph 14, "Default Provisions." If State notifies Grantee of its decision to demand repayment or 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.

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 § 10530.
 - d) Failure to operate or maintain project(s) in accordance with this Grant Agreement (Paragraph 20).
 - 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:

- a) Declare the funding be immediately repaid, with interest, at the California general obligation bond interest rate at the time the State notifies the Grantee of the default.
- b) Terminate any obligation to make future payments to Grantee.

- c) Terminate the Grant Agreement.
- d) 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 (UWMP) Act (Water Code §10610 *et. seq.*) and Sustainable Water Use and Demand Reduction, Part 2.55 of Division 6 (Water Code §10608 *et. Seq.*). Urban water suppliers that submitted AB 1420 compliance Table 2 in the 2015 Implementation Grant Application must submit, until June 30, 2016, either:
 - i) List of tasks to implement the best management practices listed in AB 1420 compliance Table 2 and a corresponding schedule and budget or;
 - ii) The progress toward the 2015 interim Gallons 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 Water Code §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 Water Code §10608.24. Starting June 30, 2017, those urban water suppliers that did not meet their 2015 GPCD target must also submit, by June 30, annual reports that include a schedule, financing plan, and budget for achieving the GPCD (Water Code §10608.24).

- 2) Have their 2010 UWMP deemed consistent by DWR. The 2015 UWMP update must be submitted to DWR by July 1, 2016. If the 2015 UWMP is not submitted to DWR by July 1, 2016, funding disbursements to the urban water supplier will cease until the 2015 UWMP is submitted. If the 2015 UWMP is deemed inconsistent by DWR, the urban water supplier will be ineligible to receive funding disbursements until the inconsistencies are addressed and DWR deems the UWMP consistent. 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 Water Code. Before July 1, 2016, submit a schedule, financing plan, and budget for implementation of the efficient water management practices, required pursuant to Water Code §10608.48.
 - 2) Have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. The most recent AWMP update must have been submitted to DWR by December 31, 2015. To maintain eligibility and continue funding disbursements, an agricultural water supply must have their 2015 AWMP deemed consistent by DWR on or before October 1, 2016. For more information, visit the following website: <http://www.water.ca.gov/wateruseefficiency/agricultural/agmgmt.cfm>.
- c) Grantees diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1. of Division 2 of the Water Code.
- d) Projects with potential groundwater impacts must demonstrate compliance with the groundwater compliance options set forth on pages 14 and 15 of the IRWM Program Guidelines, dated May 2015.
- 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 Water Code §10920 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 Project. 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 the project 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 § 1771.5 for projects funded by:
- a) Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006; Public Resources Code § 75075 et seq.) or
 - b) 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. 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 project.
- a) 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 (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.
 - b) Accountability Report: Grantee shall submit, on a quarterly basis, an Accountability Report by individual Local Project Sponsor that at a minimum:
 - 1) An itemization of how advanced funds have been expended to date (Expenditure Summary), including documentation that supports the expenditures (e.g. contractor invoices, receipts, personnel hours, etc.). Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B.
 - 2) A funding plan which shows how the remaining advanced funds will be expended.
 - 3) Provides an accounting of distributing the advanced funds to the appropriate Local Project Sponsor.
 - 4) Documents that the funds were spent on eligible reimbursable costs.
 - 5) Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 - c) Water Management Status Report: Until June 30, 2016, Grantees shall submit a status report on implementation of either AB 1420 status or SBx7-7 water conservation status for the urban water suppliers

that submitted an AB 1420 compliance Table 2 in the 2015 Implementation Grant Application. AB 1420 status reports shall be uploaded into GRANTS no later than 30 calendar days after execution of this agreement. SBx7-7 GPCD status reports shall be uploaded via GRANTS 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 the urban water supplier is not meeting the interim target, then the urban water suppliers must also submit with its UWMP, a schedule, financing plan, and budget for achieving the GPCD (Water Code §10608.24). Starting June 30, 2017, those urban water suppliers that did not meet their 2015 GPCD target must also submit, by June 30, annual reports that include a schedule, financing plan, and budget for achieving the GPCD (Water Code §10608.24). Failure to progress on implementation may result in continuing grant eligibility actions under Paragraph 15. Before July 1, 2016, all agricultural water suppliers must submit a schedule, financing plan, and budget for implementation of the efficient water management practices, required pursuant to Water Code §10608.48 to comply with Sustainable Water Use and Demand Reduction requirements outlined in Part 2.55 (commencing with §10608) of Division 6 of the Water Code.

- d) Project Completion Report: Grantee shall prepare and submit to State a separate Project Completion Report for the project included in Exhibit A. Grantee shall submit a Project Completion Report within ninety (90) calendar days of the project completion. Project Completion Report(s) shall include, in part, a description of actual work done, any changes or amendments to the 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.
 - e) 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 this 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.
 - f) 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 project(s) 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 the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. 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 project 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 2015 IRWM Implementation Grant Proposal Solicitation Package (pages 20 and 21), and (2) the guidance provided in Exhibit J, "Project Monitoring Plan Guidance."
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 § 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. See Exhibit H (Requirements for Statewide Monitoring and Data Submittal), for web links and information regarding other State monitoring and data reporting requirements.
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 project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the 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
Arthur Hinojosa
Chief, Division of IRWM
P.O. Box 942836
Sacramento CA 94236-0001
Phone: (916) 653-4736
e-mail: Arthur.Hinojosa@water.ca.gov

Sonoma County Water Agency
Grant Davis
General Manager
404 Aviation Blvd
Santa Rosa, CA 95403
Phone: (707) 547-1911
e-mail: Grant.Davis@scwa.ca.gov

Direct all inquiries to the Project Manager:

Department of Water Resources
Mehdi Mizani
Division of Integrated Regional Water Management
901 P Street, Room 213-A
Sacramento, CA 94236-0001
Phone: (916) 651-9250
e-mail: Mehdi.Mizani@water.ca.gov

Sonoma County Water Agency
Jake Spaulding
Grants and Funded Projects Manager
404 Aviation Blvd
Santa Rosa, CA 95403
Phone: (707) 524-8373
e-mail: Jake.Spaulding@scwa.ca.gov

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

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

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

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Arthur Hinojosa (P.E., Chief
Division of Integrated Regional Water Management

Date 8/19/16

Approved as to Legal Form and Sufficiency

Robin Brewer, Assistant Chief Counsel
Office of Chief Counsel

Date 8-18-16

Sonoma County Water Agency

Grant Davis
General Manager

Date 8-9-16

Approved as to Legal Form and Sufficiency

Adam Brand, Deputy County Counsel
County of Sonoma

Date 8-10-16

**EXHIBIT A
WORK PLAN**

The Proposition 84 2015 IRWM Implementation Grant agreement provides funding for 1 project located within the San Francisco Bay Area IRWM region.

PROJECT 1: Bay Area Advanced Quantitative Precipitation Information (AQPI) System

IMPLEMENTING AGENCY: Sonoma County Water Agency (SCWA) (Grantee)

PROJECT DESCRIPTION: The AQPI system involves four phases. Phase I is complete, and included installing radar prototypes, atmospheric river observatories, and a precipitation observation network in Sonoma County and other parts of California. Phases II and III are the subject of this grant agreement described below. Phase IV is a future effort to further improve and extend the forecasting coverage. The AQPI system Phases II and III are comprised of three elements: (1) installation of new radar and surface monitoring hardware; (2) development and calibration of a high-performance rainfall and runoff information system; and (3) development of a state-of-the-art user interface to communicate and exchange data.

Budget Category (a): Direct Project Administration

Task 1 Project Management

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

Deliverables:

- ☐ Environmental Information Form (EIF)
- ☐ Financial Statement
- ☐ Invoices
- ☐ Internet site with posted reports

Task 2 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

Task 3 Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit progress report to DWR.

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

Deliverables:

- ☐ Invoices and associated backup documentation
- ☐ Project Progress Reports
- ☐ Draft and Final Project/Grant Completion Report

Budget Category (b): Land Purchase/Easement

Task 4 Land Purchase/Easement

No land purchases will be required for the project for the X-band radars and meteorological monitoring equipment. Local Project Partners and CIRA will develop land use agreements as necessary to enable the radar installations. The Local Project Partners and NOAA will develop land use agreements as necessary to enable the surface monitoring installations. It is possible that an easement and land use agreement may be needed for C-Band radar site.

Deliverables:

- ☐ Copies of Easement and Land Use Agreements, if applicable

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

Task 5 Feasibility Studies

Feasibility studies for the project include work conducted in Phase I, and efforts in Phase II/III to identify locations for radars and surface monitoring sites.

- Phase I of the project has taken place over the last decade and includes prototyping of advanced radar systems and installation of a state-wide network to monitor soil and rainfall conditions. Phase I was completed in January 2015. This agreement will fund Phases II and III of the project.
- Phase II/III of the project includes radar siting studies. The studies were completed in 2014 for two of the five proposed radar units: one on the San Francisco Peninsula (X-band radar) and one in southern Sonoma County (C-band radar). Other candidate sites have been identified for radar placement (one primary, as well as one or more alternates for the other three X-band radar units), based on the potential to provide necessary coverage, as well as power, security, and internet accessibility. NOAA and team will conduct detailed siting studies for these facilities. It is possible that radar sites will change as a result of these siting studies. However, the target radar coverage for the Bay Area region will not change.
- Surface monitoring sites (meteorological tripods and stream gauges) will also be installed in Phase II/III based on siting studies. Similar to the radar siting studies, NOAA will work with Local Project Partners to identify appropriate sites to install this equipment. To determine where new equipment is needed, an inventory of all existing meteorological and streamflow instrumentation in the Bay Area will first be conducted.

Deliverables:

- ☐ Siting Studies and Reports

Task 6 CEQA and NEPA Compliance

As appropriate, the CEQA/NEPA leads will prepare and circulate a Notice of Preparation (including tribal notification to the California Native Heritage Commission as required by PRC §75102). As appropriate, CEQA/NEPA compliance documents will be circulated for public review. File Notice of Completion and Notice of Determination with State Clearinghouse, as appropriate. Prepare letter stating no legal challenges (or addressing legal challenges).

The 5 sites for the radars will each require NEPA and CEQA compliance (NEPA due to the involvement of NOAA in the project). Depending on the radar siting location, land ownership, and land use jurisdiction, Local Project Partners will likely serve as the lead agencies for CEQA/NEPA compliance. NOAA will provide guidance on requirements for NEPA compliance. CEQA/NEPA compliance for the majority of sites may qualify as categorical exemptions, while other sites may require preparation of an Initial Study and either a Negative Declaration or Mitigated Negative Declaration. It is anticipated that the CEQA/NEPA processes for the radar units will be done in parallel and that some sites may take longer than others to complete. Surface sites (meteorological tripods and stream gages) may also require CEQA/NEPA compliance documentation. The process for determining the lead agency and level of compliance necessary will be as described above.

Deliverables:

- ☐ Copies of Notice of Preparation or Exemption
- ☐ Copies of Draft and Final CEQA/NEPA documents
- ☐ Copies of Notice of Completion and Notice of Determination
- ☐ Tribal Notifications per PRC §75102, when required
- ☐ No Legal Challenges letters or letters addressing legal challenges

Task 7 Permitting

Installation of radars and meteorological tripods may require grading permits from the local County or City authority. Installation of stream gages will require federal and state permits and approvals.

Obtain all necessary federal, state, and local permits. Permits may include:

- County or City grading permits
- U.S. Army Corps of Engineers (USACE) Section 404 Clean Water Act (f) exemption, Individual 404 Permit, or Nationwide Permit
- Regional Water Quality Control Board (RWQCB) Section 401 Clean Water Act Water Quality Certification, Waste Discharge Requirement, or waiver
- California Department of Fish and Wildlife (CDFW) Section 1602 Lake and Streambed Alteration Agreement
- CDFW Section 2081 Incidental Take Permit
- U.S. Fish and Wildlife Service and/or National Marine Fisheries Service Endangered Species Act Consultations
- State Historic Preservation Officer (SHPO) Section 106 compliance

Additional permits may be required and will be obtained as necessary.

Deliverables:

- ☐ Copies of all required permits

Task 8 Design

After radar siting is complete (Task 5), 50% and 100% design, plans and specifications for the radar units will be completed.

NOAA will collaborate with Local Project Partners to determine locations for the surface monitoring equipment. Designs for installation of surface monitoring equipment will be conducted upon selection of sites.

Deliverables:

- ☐ Engineer's Cost Estimate
- ☐ 100% Design Documents

Task 9 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 (as described in Exhibit J) will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

Deliverables:

- ☐ Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 10 Construction Contracting

Site Preparation: Commence activities necessary to secure a contractor and award the contract to install the radar pads and necessary radar infrastructure. This will include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting(s), 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 11 Construction Administration

Site Preparation: Conduct 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 minor questions of contractors on site, reviewing/updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work does not comply with contract documents.

Installation of all radars and other gages: Install all equipment and perform all construction on the site. Local Project Partners at their option may provide a full time engineering construction observer who would 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 minor 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 12 Construction/Implementation Activities

Ensure that project construction adheres to contract documents, construction standards, health and safety standards, laboratory analysis protocols, and acceptable standard methods to construct the radar units.

Construction activities may include, but are not limited to the following:

Hardware Installation: After the pads have been constructed, towers erected, and power and internet set up at the individual sites, the five radars will be installed, calibrated, and tested to make sure they perform to specifications.

Data Systems: NOAA will be responsible for ensuring that the following systems are installed and integrated into the AQPI system. This is part of the data calibration process for the radar and monitoring units. This element includes:

- Integration of existing and new streamflow and meteorological information (operational networks) into NOAA forecasting systems.
- High-resolution rainfall mapping using a combination of radars and gages. Designing a system to bring the data together from the various new and existing radar and rain gage units and optimizing this information.
- Precipitation forecasts (0 hour to 10 days). Short-term forecasts (NOWCASTS) are performed by analysis of radar data (out to 30 minutes). Between 30 minutes and 1 hour, the forecast is a blend of radar and numerical modeling. Beyond 1 hour the forecast is all numerical modeling with bias correction using the latest observations. The forecast will include uncertainty information for different rainfall amount thresholds (probabilistic forecasts). Short-term forecasts are used for flood control and emergency preparations. Long-term forecasts are important for reservoir operations and water supply.
- Stream flow prediction using a combination of high-resolution watershed model and a storm surge model for the San Francisco Bay region. The combination of the watershed and storm surge models will accurately represent the wave and run-up and flood inundation along the Bay margin as well as for Bay tributaries.

User interface: NOAA will develop a user interface that represents the data in real-time displays and provides graphical notifications to Local Project Partners and other San Francisco Bay area agencies for rainfall and flood runoffs exceeding defined thresholds. Some users will also require that the user interface deliver the actual precipitation, storm surge, and streamflow data (grids) so that they can use it in their own models and decision support tools. The user interface tool will compile useful real-time information from a combination of observations and computer models to predict and deliver products and services to stakeholders.

The AQPI data will be provided to the NOAA National Weather Service. The AQPI system will also deliver tailored products and services to local Emergency Managers, Water Agency Managers, Transportation Authorities, and other Bay area stakeholders. As part of the project, one or more mobile applications will be developed for water and emergency managers, transportation authorities, and other stakeholders to receive timely information on storm warnings and flooding.

Deliverables:

- ☐ Photographs of installed equipment
- ☐ Photographs of installed hardware
- ☐ Final Status Report detailing all work accomplished

**EXHIBIT B
BUDGET**

Summary Budget

Project Name	Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost	% Funding Match
Project 1: Bay Area Advanced Quantitative Precipitation Information (AQPI) System	\$19,836,410	\$7,450,000	-	\$27,286,410	27%
Grand Total	\$19,836,410	\$7,450,000	-	\$27,286,410	27%

Project 1: Bay Area Advanced Quantitative Precipitation Information (AQPI) System

Budget Category		Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$1,786,410	-	-	\$1,786,410
(b)	Land Purchase/ Easements	-	\$20,000	-	\$20,000
(c)	Planning/ Design/ Engineering/ Environmental Documentation	\$137,500	\$7,180,000	-	\$7,317,500
(d)	Construction/ Implementation	\$17,912,500	\$250,000	-	\$18,162,500
	TOTAL	\$19,836,410	\$7,450,000	-	\$27,286,410

EXHIBIT C
SCHEDULE

Project 1: Bay Area Advanced Quantitative Precipitation Information (AQPI) System			
Category		Start Date	End Date
Task (a)	Direct Project Administration	December-15	December-21
Task 1	Project Management	December-15	October-21
Task 2	Labor Compliance	June-16	October-21
Task 3	Reporting	June-16	December-21
Task (b)	Land Purchase/Easement	January-16	December-19
Task 4	Land Purchase/Easement	January-16	December-19
Task (c)	Planning/Design/Engineering and Environmental Documentation	January-05	March-20
Task 5	Feasibility Studies	January-15	March-19
Task 6	CEQA Documentation	January-15	August-19
Task 7	Permitting	January-16	December-19
Task 8	Design	September-14	March-20
Task 9	Project Monitoring Plan	January-15	September-18
Task (d)	Construction/Implementation	June-16	October-21
Task 10	Construction Contracting	June-16	May-21
Task 11	Construction Administration	June-16	May-21
Task 12	Construction/Implementation Activities	June-16	October-21

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

D.3) 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 § 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 the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent

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

Pursuant to Government Code §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 §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://resources.ca.gov/ceqa/>
California State Clearinghouse Handbook:
https://www.opr.ca.gov/docs/SCH_Handbook_2012.pdf
- 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 §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) calendar 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, § 1090 and Public Contract Code, § 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, Government 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 § 8355(a)(1).

- b) Establish a Drug-Free Awareness Program, as required by Government Code §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 §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 Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional 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 Labor Code requirements, including, but not limited to, § 1720 *et seq.* of the Labor Code regarding public works, limitations on use of volunteer labor (Labor Code § 1720.4), labor compliance programs (Labor Code § 1771.5) and payment of prevailing wages for work done and funded pursuant to these Guidelines, including any payments to the Department of Industrial Relations under Labor Code § 1771.3.
- D.29) 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 medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code § 12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, § 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code § 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this 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.30) 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 § 10295.3.
- D.31) 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.32) 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.33) 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 § 11200 in accordance with Public Contract Code § 10353.
- D.34) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the

Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee 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.35) REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36) RETENTION:** 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", 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. State shall disburse retained funds to the Grantee.
- D.37) RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act., Government Code § 6250 *et seq.* Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38) SEVERABILITY:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.39) STATE REVIEWS:** The parties agree that review or approval of the project application, 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 project.
- D.40) 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.41) 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.42) 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.43) 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.44) **TERMINATION WITHOUT CAUSE:** The State may terminate this Grant Agreement without cause on 30 calendar days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.45) **THIRD PARTY BENEFICIARIES:** The parties to this Grant Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.46) **TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.47) **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.48) **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.49) **WORKERS' COMPENSATION:** Grantee affirms that it is aware of the provisions of §3700 of the 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

<small>THE WITHIN INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE</small>	
ATTEST: MAR 01 2016	
VERONICA A. FERGUSON, Clerk/Secretary BY: <i>C. Sherwood</i> DEPUTY CLERK/ASST. SECRETARY	
<hr/>	
Item Number: <u>31</u>	
Date: March 1, 2016	Resolution Number: <u>16-0061</u>
<hr/>	
<input checked="" type="checkbox"/> 4/5 Vote Required	
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<p>Resolution Of The Board Of Directors Of The Sonoma County Water Agency, State Of California, Authorizing the General Manager or Designee To Execute an Agreement with the California Department of Water Resources for a Proposition 84 IRWMP Implementation Grant on Behalf of the San Francisco Bay Region</p>	
<p>Whereas, the voters of the state of California passed 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</p>	
<p>Whereas, the Department of Water Resources' Integrated Regional Water Management program is a collaborative effort to identify and implement water management solutions on a regional scale that increase regional self-reliance, reduce conflict, and manage water to concurrently achieve social, environmental, and economic objectives; and</p>	
<p>Whereas, the Sonoma County Water Agency and other agencies in the Bay Area Integrated Regional Water Management Region have collaborated for several years with National Oceanic and Atmospheric Administration to develop a regional project called the "San Francisco Bay Area Advanced Quantitative Precipitation Information System;" and</p>	
<p>Whereas, the Department of Water Resources awarded the Bay Area Integrated Regional Water Management Region \$41,305,435 to implement a suite of regional projects, of which \$19,000,000 is designated for the Advanced Quantitative Precipitation Information System Project and \$836,410.50 is designated for grant administration; and</p>	
<p>Whereas, the Sonoma County Water Agency will act as the lead agency in managing and administering the Integrated Regional Water Management Region grant award for the Advanced Quantitative Precipitation Information System project, including contracting with the Department of Water Resources and sub-grantees.</p>	
<p>Now, Therefore, Be It Resolved by the Board of Directors of the Sonoma County Water Agency, that application be made to the California Department of Water Resources to obtain a 2015 Integrated Regional Water Management 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</p>	
<div style="display: flex; justify-content: space-between;"><div><i>C. Sherwood, Hattburg, Act, Rep, &</i></div><div><small>CF/47-0-21 Department of Water Resources (DWR) (Grant Agree for Advanced Quantitative Precipitation Information Project) FP-00099 (ID 5572)</small></div></div>	

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agreement to receive a grant for the Advanced Quantitative Precipitation Information System. The General Manager of the Sonoma County Water Agency is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with California Department of Water Resources.

Directors:

Gorin: Aye	Rabbitt: Aye	Zane: Aye	Gore: Aye	Carrillo: Aye
Ayes: 5	Noes: 0	Absent: 0	Abstain: 0	

So Ordered.

R1-2

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:

Sponsored Project	Sponsor Agency	Agency Address
Project 1 – Bay Area Advanced Quantitative Precipitation Information (AQPI) System	Sonoma County Water Agency	404 Aviation Blvd. Santa Rosa, CA 95403

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, unless already submitted as a deliverable:

- Provide a copy of any final technical report or study, produced for this project as described in the Work Plan, if applicable
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- 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:

- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

Additional Information

- Benefits derived from the project, with quantification of such benefits provided, if applicable.
- A final project schedule showing actual progress versus planned progress as shown in Exhibit C.
- 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.

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

- Summary of the 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 (e.g., January 2015 through December 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/gama/geotracker_gama.shtml. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program.

Groundwater Level Data

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

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

State Audit Document Requirements

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

Internal Controls:

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

State Funding:

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

Contracts:

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

Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

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

Funding Match Guidelines

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

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

EXHIBIT J
PROJECT MONITORING PLAN 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?

Exhibit E

Insurance Requirements

With respect to performance of work under this Agreement, University shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

Sonoma Water reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve University from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. INSURANCE

1.1. Workers Compensation and Employers Liability Insurance

- a. Required if University has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.
- e. If University currently has no employees as defined by the Labor Code of the State of California, University agrees to obtain the above-specified Workers Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

1.2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If University maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by University.

- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Sonoma Water. University is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether University has a claim against the insurance or is named as a party in any action involving Sonoma Water.
- d. Sonoma County Water Agency and State of California, East Bay Municipal Utility District, Alameda County Flood Control & Water Conservation District, Alameda County Water District, East Bay Dischargers Authority, Contra Costa County Flood Control and Water Conservation District, and their respective Directors, Board and/or Committee Members, their officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of operations by or on behalf of University in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in Insurance Services Office form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and University and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
 - ii. Certificate of Insurance.

1.3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If University currently owns no autos, University agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

1.4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.

- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Sonoma Water.
- c. If Consultant's services include: (1) programming, customization, or maintenance of software: or (2) access to individuals' private, personally identifiable information, the insurance shall cover:
 - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
 - ii. Claims against Consultant arising from the negligence of Consultant, Consultant's employees and Consultant's subcontractors.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

1.5. Standards for Insurance Companies

- a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

1.6. Documentation

- a. The Certificate of Insurance must include the following reference:
TW 20/21-031.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. University agrees to maintain current Evidence of Insurance on file with Sonoma Water for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, 1.3, or 1.4, above.
- c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. University shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

1.7. Policy Obligations

- a. University's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

1.8. Material Breach

- a. If University fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. Sonoma Water, at its sole option, may terminate this Agreement and obtain damages from University resulting from said breach. Alternatively, Sonoma Water may purchase the required insurance, and without further notice to University, Sonoma Water may deduct from sums due to University any premium costs advanced by Sonoma Water for such insurance. These remedies shall be in addition to any other remedies available to Sonoma Water.