



S A W P A

SANTA ANA WATERSHED PROJECT AUTHORITY
11615 Sterling Avenue, Riverside, California 92503 • (951) 354-4220

NOTICE OF REGULAR MEETING OF THE PROJECT AGREEMENT 22 COMMITTEE

Interregional Landscape Water Demand Reduction Program

Committee Members:

- Joe Grindstaff, General Manager, Inland Empire Utilities Agency
- Doug Headrick, General Manager, San Bernardino Valley Municipal Water District
- Paul D. Jones, General Manager, Eastern Municipal Water District
- Michael Markus, General Manager, Orange County Water District
- John Rossi, General Manager, Western Municipal Water District

THURSDAY, FEBRUARY 25, 2016 – 8:00 A.M.

AGENDA

1. **CALL TO ORDER** (Larry McKenney, Convener)

2. **PUBLIC COMMENTS**

Members of the public may address the Committee on items within the jurisdiction of the Committee; however, no action may be taken on an item not appearing on the agenda unless the action is otherwise authorized by Government Code §54954.2(b).

3. **APPROVAL OF MEETING MINUTES: DECEMBER 17, 2015** 5

Recommendation: Approve as posted.

4. **COMMITTEE DISCUSSION ITEMS**

A. **CONSERVATION BASED RATES PROJECT POLICY STATEMENT NO. 2
(PA22#2016.2)** 11

- Staff Memo

Recommendation: Approve Staff’s interpretation of Policy Statement No. 2.

B. **PA22 COMMITTEE BUDGET AMENDMENT (PA22#2016.1)** 13

- Staff Memo
- Preliminary Presentation
- Template Contract for Conservation Based Rates with Milestone Modifications

Recommendation: Approve amending the PA22 Committee Budget to move \$860,120 from the Aerial Mapping Project to the Conservation Based Rates Project.

C. [TURF REMOVAL PROJECT POLICY STATEMENT NO. 1 \(PA22#2016.3\)](#) 25

- Staff Memo
- Preliminary Presentation
- Policy Statement No. 1

Recommendation: Clarify that Policy Statement No. 1 and the SAWPA Member Agency Contracts are intended to include institutions in the definition of eligible recipients for turf removal rebates, and institutions shall include highly visible properties of non-profit organizations.

D. [UPDATE ON AMENDMENT TO SAWPA GRANT AGREEMENT WITH THE STATE \(PA22#2016.4\)](#) 29

- Staff Memo
- Preliminary Presentation
- Amendment

Recommendation: Receive and file this update on Amendment No. 1 to the SAWPA Grant Agreement.

E. [TASK ORDER FOR WATERSHED-WIDE IMAGE ANALYSIS AND OUTDOOR AREA MEASUREMENT \(PA22#2016.5\)](#) 45

- Staff Memo
- Preliminary Presentation
- Draft Task Order SRI504-301-02 with Statistical Research Inc., Consultant

Recommendation: Approve Task Order SRI504-301-02 with Statistical Research Inc., Consultant, for \$162,204.

5. **FUTURE AGENDA ITEMS**

6. **ADJOURNMENT**

PLEASE NOTE:

Americans with Disabilities Act: Meeting rooms are wheelchair accessible. If you require any special disability related accommodations to participate in this meeting, please contact (951) 354-4220 or kberry@sawpa.org. Notification at least 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility for this meeting. Requests should specify the nature of the disability and the type of accommodation requested.

Materials related to an item on this agenda submitted to the Commission after distribution of the agenda packet are available for public inspection during normal business hours at the SAWPA office, 11615 Sterling Avenue, Riverside, and available at www.sawpa.org, subject to staff's ability to post documents prior to the meeting.

Declaration of Posting

I, Kelly Berry, Clerk of the Board of the Santa Ana Watershed Project Authority declare that on Thursday, February 18, 2016, a copy of this agenda has been uploaded to the SAWPA website at www.sawpa.org and posted in SAWPA's office at 11615 Sterling Avenue, Riverside, California.

/s/

Kelly Berry, CMC

2016 – Project Agreement 22 Committee Regular Meetings

(NOTE: Unless otherwise noted, all Committee meetings begin at **8:00 a.m.** and are held at SAWPA.)

January 28, 2016 [cancelled]	July 28, 2016
February 25, 2016	August 25, 2016
March 24, 2016	September 22, 2016
April 28, 2016	October 27, 2016
May 26, 2016	November 17, 2016*
June 23, 2016	December 22, 2016

* Meeting date adjusted due to conflicting holiday.

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PROJECT AGREEMENT 22 COMMITTEE
Interregional Landscape Water Demand Reduction Program
REGULAR MEETING MINUTES
December 17, 2015

COMMITTEE MEMBERS PRESENT

Joe Grindstaff, General Manager, Inland Empire Utilities Agency
Michael Markus General Manager, Orange County Water District
John Rossi, General Manager, Western Municipal Water District
Nick Kanetis, Deputy General Manager, Eastern Municipal Water District [Non-voting]
Larry McKenney, Executive Counsel, Santa Ana Watershed Project Authority – Convener [Non-Voting]

COMMITTEE MEMBERS ABSENT

Doug Headrick, General Manager, San Bernardino Valley Municipal Water District
Paul Jones, General Manager, Eastern Municipal Water District

STAFF PRESENT

Celeste Cantú, Kelly Berry, Mark Norton, Ian Achimore, Dean Unger, Marie Jauregui, Rick Whetsel, Zyanya Blancas

1. CALL TO ORDER (Larry McKenney, Convener)

The meeting was called to order at 8:00 a.m. by Larry McKenney at the Santa Ana Watershed Project Authority, 11615 Sterling Avenue, Riverside, California.

2. PUBLIC COMMENTS

There were no public comments.

3. CONSENT CALENDAR

A. APPROVAL OF MEETING MINUTES: September 24, 2015

MOVED, approve the Consent Calendar.

Result:	Adopted (Unanimously; 3-0)
Motion/Second:	Grindstaff/Rossi
Ayes	Grindstaff, Markus, Rossi
Nays:	None
Abstentions:	None
Absent:	Headrick, Jones

4. COMMITTEE DISCUSSION ITEMS

A. OVERVIEW OF TECHNOLOGY BASED INFORMATION SYSTEMS PROJECT BY OMNIEARTH (PA22#2015.12)

OmniEarth representative Chelsea Minton provided an updated PowerPoint presentation. OmniEarth is a data analytic company that has a strong foundation in remote sensing and location based on geospatial analytics. OmniEarth, in partnership with Dropcountr, was awarded the Web Based Water Consumption and Reporting Tool project. They are currently in the process of enrolling agencies into the program.

The services that OmniEarth will provide to enrolled agencies for their residential parcels include indoor and outdoor water budget by parcel, square footage of irrigated area by parcel, inefficient user identification, tracking metrics for state reporting, and training and support for the products. OmniEarth will do an automatic analysis of the land cover of an agency's entire area that will provide the amount of vegetation per parcel.

Evapotranspiration data and other variables enable them to project daily per-parcel water needs. Using the water meter data provided by the agency, OmniEarth will be equipped to identify inefficient water users by household.

DropCountr's roll in the program focuses on customer outreach. Individual users can use a mobile application to view their information driven by OmniEarth's Efficiency analysis.

Agencies will obtain all the data through a cloud-based dashboard. Data will be presented as a map, in a tabular format, and as a chart and graph-styled display. The efficiency analysis identifies consumers who have the potential to save water by comparing their budget to their actual usage. Dropcountr then steps in and provides a customer-friendly interface, providing outreach to the 10% of homes with the greatest ability to save the most water. Part of their outreach is to communicate with those consumers who are candidates for rebate programs. This targeted approach is a more cost-effective, compelling form of communication. The efficiency analysis quantifies the impact of current and future regulations on an individual agency, which will allow for agencies to respond to regulatory changes. Regarding data accuracy, it was noted the imagery database is updated annually, water budgets are updated constantly with new information provided, water meter data is being updated depending on the billing cycle of the agency, and weather data is collected daily.

SAWPA is in communication with the following entities, which represents half of available grant funds: The cities of Riverside, Rialto, Colton, Loma Linda, Tustin, Fullerton, the West Valley Water District, Eastern Municipal Water District, Western Municipal Water District, and Monte Vista Water District have opted in and are completing the necessary paperwork; the cities of Redlands, Upland, Anaheim, the Irvine Ranch Water District, and Beaumont Cherry Valley Water District have all voiced interest.

OmniEarth confirmed that their standards adhere to the state's standard model landscape ordinance. To participate in the program, an agency must sign a one year contract and pay a \$5,000 enrollment fee; SAWPA will pay the agency's first year in the program. OmniEarth and DropCountr have worked with SAWPA to design a SAWPA-specific pricing package, which provides a significantly discounted package in the future they would not be able to receive if they were not involved in the grant program. Concern was voiced over an agency dropping out of the program after SAWPA has paid their first year. Larry McKenney noted that the amount of cost saving in this phase may allow SAWPA to pay another year for each

agency; however, he would be hesitant to obligate funds now to continue with the program after the first year.

Larry McKenney noted SAWPA, in partnership with its consultants, is exploring other ways to utilize this data. Joe Grindstaff noted that identifying water wasters with this program is a much more effective and efficient than the way agencies have traditionally conserved water (e.g. changing nozzles and turf removal). He voiced appreciation for staff's hard work, stating these efforts will most likely drive major change in the industry.

The PA22 Committee recommended OmniEarth make a presentation to the SAWPA member agency governing boards to encourage taking advantage of this program. It was also recommended a presentation be given at the MWDOC monthly meeting with their retail agencies.

This item was for information purposes only; no action was taken on Agenda Item No. 4.A.

The Committee next considered Agenda Item 4.C.

C. RETAIL WATER AGENCY REIMBURSEMENT FOR THE CONSERVATION BASED WATER RATES PROJECT (PA22#2015.14)

Ian Achimore provided a PowerPoint presentation on the Retail Water Agency Reimbursement for Conservation Based Water Rates. The overall goal for this project the adoption of conservation based water rates by 5-10 agencies. Policy Statement No. 2 listed the conservation based water rates requirements for adoption and specified the two phases of grant funding. The first phase would assist in research and study of an agency's rate structure; the second phase, implementation of conservation based water rates. A remainder of \$1.9M will be allocated among the 9 agencies who have signed on; there is up to \$215,030 available per agency.

At this point, there are more agencies interested than there are grant funds. The City of Garden Grove and Cucamonga Valley Water District (CVWD) have submitted letters of interest. Staff recommended creating a grant funding waiting list recognizing agencies in the order received. (The city of Garden Grove's letter of interest was received on September 16, 2015, and CVWD's on November 17, 2015.) Funding for extra agencies may come from the savings in Phase 1 and/or unused money from agencies electing not to move into Phase 2.

Staff's recommendation was revised by adding the following: "...when at least \$215,030 per agency is available."

MOVED, create a grant funding waiting list, recognize first, the City of Garden Grove, and second, Cucamonga Valley Water District, as interested agencies on the waiting list, and provide for potential funding to those agencies in that order by executing the template contract when at least \$215,030 per agency is available.

Result:	Adopted (Unanimously; 3-0)
Motion/Second:	Markus/Grindstaff
Ayes	Grindstaff, Markus, Rossi
Nays:	None
Abstentions:	None
Absent:	Headrick, Jones

The Committee next considered Agenda Item 4.B.

B. POLICY STATEMENT ON MILESTONES FOR THE CONSERVATION BASED WATER RATES PROJECT (PA22#2015.13)

Ian Achimore provided a PowerPoint presentation on Policy Statement No. 4 Milestones for the Conservation Based Water Rates. This policy will ensure agencies make timely progress and do not hold up funds for other interested agencies. There are three milestones in this Policy Statement No. 4: Execute an agreement with SAWPA by January 31, 2016; provide a detailed scope of work to their water rates consultant by June 30, 2016; and, provide a final draft rate study to their governing board by December 31, 2016.

Currently, there are five executed agreements. If an agency fails to meet any deadline, they will not be eligible to receive the amount of funding remaining in their contract with SAWPA, and the contract may be terminated. The PA22 Committee is able to waive these deadlines for agencies under special circumstances. There were some concerns regarding January 31 deadline and whether the five remaining agencies in the queue will have sufficient time to sign their agreements. Staff advised that the agencies have had since September to execute the agreement, and they were told in November that a January 31 deadline would be considered. The agencies were advised that the Policy Statement No. 4 was on the agenda for discussion today. None of the agencies have indicated an inability to meet the January 31 deadline.

MOVED, adopt Policy Statement No. 4.

Result:	Adopted (Unanimously; 3-0)
Motion/Second:	Grindstaff/Rossi
Ayes	Grindstaff, Markus, Rossi
Nays:	None
Abstentions:	None
Absent:	Headrick, Jones

D. UPDATE ON DEMAND MODELING INDEPENDENT ANALYSIS BY DR. KENNETH BAERENKLAU (PA22#2015-15)

Ian Achimore provided a PowerPoint presentation on the Demand Modeling Independent Analysis by Dr. Kenneth A. Baerenklau, Professor at the University of California, Riverside. As part of the Emergency Drought Grant Program, SAWPA released a Request for Qualifications on June 16, 2015, where vendors were asked to explain their rate models for conservation based water rates. SAWPA received information from four vendors, all based in California: A & N Technical Services, Raftelis Financial Consultants, RDN, and Valor Water Analytics.

On November 17, 2015, the final analysis was provided to the 30 agencies that attended the Conservation Based Water Rates Workshop in May and was posted to the SAWPA website. The analysis includes information on prices, the types of models used, and the data needed from retailers to run the models. SAWPA provided a disclaimer stating that they do not endorse or oppose any of the vendors who provided details on their rate models. The side-by-side comparison was strictly for information sharing purposes only. Larry McKenney asserted that this analysis was to analyze the models and not the modelers.

This item was for information purposes only; no action was taken on Agenda Item No. 4.D.

E. UPDATE ON AERIAL MAPPING PROJECT CONSULTANT (PA22#2015.16)

Larry McKenney noted the PA22 Committee had approved an expedited solution where Geophex would provide data to SRI in order to provide a “quick look” for the service areas of agencies in the Conservation Based Rates Project so that those agencies could work on their cost of service study for this fiscal year; that expedited data is now being provided to the agencies. SAWPA is still working with Geophex and SRI to provide the more accurate data for the entire watershed by February or March 2016.

SAWPA processed a \$38,050 change order with Richard Shulman (Resource Strategies, Inc.) for his assistance. A portion of this work is for the expedited pieces and another for the management of imagery during the final version.

This item was for information purposes only; no action was taken on Agenda Item No. 4.E.

F. UPDATE ON AERIAL MAPPING PROJECT DATA WORKSHOP (PA22#2015.17)

Dean Unger reported on the November 23rd Aerial Mapping Project Data Workshop held by SAWPA with the assistance of East Valley Water District and Eastern Municipal Water District. This was a live meeting and webinar; thirteen agencies participated. EVWD provided a PowerPoint presentation outlining their implementation of conservation based water rates, and discussed the impact of new rates throughout their agency.

This item was for information purposes only; no action was taken on Agenda Item No. 4.F.

5. FUTURE AGENDA ITEMS

Review of the PA 22 formation document was requested in order to determine if the General Managers could designate a voting alternate to attend the PA 22 Committee meetings. Larry McKenney noted SAWPA’s Joint Powers Agreement is the governing document; however, the PA 22 document sets forth that the PA 22 Committee can create advisory groups. Larry McKenney will review and bring back his recommendations at a future meeting.

6. ADJOURNMENT

There being no further business for review, Convener McKenney adjourned the meeting at 8:58 a.m.

Approved at a Regular Meeting of the Project Agreement 22 Committee on Thursday, February 25, 2016.

Larry B. McKenney, Convener

Attest:

Kelly Berry, CMC
Clerk of the Board

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PA22 COMMITTEE MEMORANDUM (PA22#2016.2)

DATE: February 25, 2016

SUBJECT: Conservation Based Rates Project Policy Statement No. 2

RECOMMENDATION

That the Committee approve staff's interpretation of Policy Statement No. 2.

DISCUSSION

The Committee previously adopted Policy Statement No. 2 regarding the Conservation Based Rates Project. Policy Statement No. 2 describes conservation based rates for purposes of the Interregional Landscape Water Demand Reduction Program as a rate structure with:

“a customer-specific allocation that follows an increasing block rate structure that includes at least three blocks, with one or more blocks accounting for high or exceeding water use, based on State efficiency standards or more stringent efficiency standards.”

SAWPA staff understands that the intent of the PA22 Committee expressed in the Policy Statement is to encourage the use of individualized water budgets as the method of providing customer-specific allocations that will allow an agency to account for excessive water use. The expectation is that an agency seeking grant fund reimbursement related to water rates would have a rate structure that includes parcel-based water budgets includes an indoor budget based on per capita water use and an outdoor water use budget based on irrigated area and evapotranspiration rates.

MATERIALS

None

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PA22 COMMITTEE MEMORANDUM (PA22#2016.1)

DATE: February 26, 2016

SUBJECT: PA22 Committee Budget Amendment

RECOMMENDATION

That the Committee approve amending the PA22 Committee Budget to move \$860,120 from the Aerial Mapping Project to the Conservation Based Rates Project.

DISCUSSION

The adopted PA22 Committee budget includes \$2.6 million for the Aerial Mapping Project. Significant cost savings are being realized, mainly due to lower contract prices than were originally estimated. Currently, \$730,244 has been obligated toward the Aerial Mapping Project, leaving a balance of \$1,869,755, which far exceeds current projections of need for that project.

The adopted budget also includes \$2,322,000 for the Conservation Based Rates Project. In previous actions, the Committee has fully accounted for those funds to support the ten agencies currently under executed agreements, assuming they all continue all the way through the process. Four other agencies have expressed interest in participating in the Conservation Based Rates Project, including two who the Committee previously approved executing agreements with when funding from cost-savings became available.

Staff recommends amending the PA22 Committee budget to reallocate \$860,120 from the Aerial Mapping Project to the Conservation Based Rates Project. This funding would support four additional agencies participating in the rates project in accordance with current Policy Statements. Staff would execute agreements with the City of Garden Grove and Cucamonga Valley Water District, per previous Committee authorization, and would bring back two additional agencies for Committee authorization at a future meeting.

This action would leave \$1,009,635 remaining in the Aerial Mapping Project budget, the disposition of which the Committee can consider in future meetings.

Staff also proposes to modify the template agreement to add specific milestones based on Policy Statement No. 4.

MATERIALS

Preliminary Presentation

Template Contract for Conservation Based Rates with Milestones

PA 22 Committee Budget Amendment

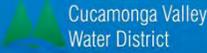


PA 22 Committee
February 25, 2016



Recommendation

- Approve amending the PA22 Committee Budget to move \$860,120 from the Aerial Mapping Project to the Conservation Based Rates Project.





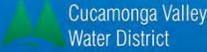

Funding Available

- Savings in Aerial Mapping Project
- \$2,600,000 Budget
- \$730,244 Costs
 - Geophex Contract - \$462,957
 - Statistical Research Inc. - \$202,837
 - Resource Strategies Inc. - \$64,450
- Contingency: Classification analysis for retailers/wholesalers, further data management for needs of retailers/wholesalers, ET data, etc.
- Savings = \$1,869,755



Interest in Funding

- Garden Grove letter submitted – Sept 16, 2015
- Cucamonga Valley WD letter submitted – Nov 17, 2015
- Interest from La Habra and Loma Linda
- Other 9 agency allocations are \$215,030 (East Valley Water District received allocation of \$337,727)





Interest in Funding

- Propose shifting \$860,120 (four \$215,030 allocations) to Conservation Based Rates
 - Garden Grove, Cucamonga Valley WD Submitted Letters
 - La Habra, Loma Linda shown interest
- Leaves \$1,009,635 for Aerial Mapping (Contingency, can lead to other shifts in the budget where there is demand)



Why Amend PA 22 Budget

- Allows transfer of funds from Aerial Mapping to Conservation Based Water Rates
- Don't have to amend DWR Budget in Grant Agreement (their budget rolls up Aerial Mapping and Rates together)



Milestones in Policy Statement For 9 Agencies

- SAWPA asked 9 agencies in funding queue about their progress and their schedule
- **The three milestones** in the policy statement provide them enough time to meet their schedule they provided to SAWPA

January Calendar Year 2016 December

1. Agreement w/ SAWPA 2. Detailed Scope of Work 3. Final Draft Report

Milestones Important For Finalizing Project On Time

April Calendar Year 2016 August Calendar Year 2017 March

1. Agreement w/ SAWPA 2. Detailed Scope of Work 3. Final Draft Report

Recommendation

- Approve amending the PA22 Committee Budget to move \$860,120 from the Aerial Mapping Project to the Conservation Based Rates Project.

**PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT PROGRAM 2014
DROUGHT SOLICITATION IMPLEMENTATION GRANT FUNDING CONTRACT
BETWEEN THE**

SANTA ANA WATERSHED PROJECT AUTHORITY

AND

XXXX

This Proposition 84 Integrated Regional Water Management Program ("IRWMP") 2014 Drought Solicitation Implementation Grant Funding Contract ("Contract") is made between Santa Ana Watershed Project Authority, acting through the Project Agreement 22 Committee ("SAWPA"), and XXX (the "Sub-Grantee"). SAWPA and the Sub-Grantee may be individually referred to as "Party", and collectively referred to as the "Parties".

WHEREAS, on July 20, 2015, the California Department of Water Resources ("DWR") and SAWPA entered into a Proposition 84 Integrated Regional Water Management Implementation Grant Agreement ("Grant Agreement") providing that SAWPA would serve as the program manager for the \$12,860,110 in IRWMP grant funds to be disbursed to sub-grantees, consistent with IRWMP requirements, and ensuring that the maximum benefit of such funds are realized in the Santa Ana River and the Upper Santa Margarita Watersheds; and

WHEREAS, the Sub-Grantee is participating in the Implementation of Conservation Based Rate Structures Project ("Project"); and

WHEREAS, at the time of the request, SAWPA adopted a policy statement that defined adoption of conservation-based water rate structures as an agency transitioning from a flat or tiered rate structure to a customer-specific allocation that follows an increasing block rate structure that includes at least three blocks, with one or more blocks accounting for high or exceeding water use, based on State efficiency standards or more stringent efficiency standards. The policy statement specified that the customer class for which the rate applies shall comprise at least 50 percent of the agency's potable water demand.

THEREFORE, based on the foregoing incorporated recitals and in consideration of the mutual covenants and conditions set forth in this Contract, the Parties hereby agree to the following:

SECTION 1. PROJECT DESCRIPTION

The Sub-Grantee participates in investigation and possible implementation of conservation-based water rates structure. The rate structure shall use individualized water budgets as the method of providing customer-specific allocations that will allow accounting for excessive water use. The rate structure shall include parcel-based water budgets with an indoor budget based on per capita water use and an outdoor water use budget based on irrigated area and evapotranspiration rates. The Sub-Grantee will receive IRWMP grant funds in two phases for a rate structure that complies with this definition, and the policy statement adopted by SAWPA, following the review of SAWPA.

Phase 1

This phase will occur after invoicing is completed for work needed to prepare an agency to possibly implement and prepare a governing board to possibly adopt a conservation-based water rate structure ("Phase 1").

Phase 2

This phase will occur after invoicing of the Sub-Grantee's costs for implementation of a conservation-based water rate structure after adoption by the Sub-Grantee's elected governing board ("Phase 2"). If adopted, the Sub-Grantee will maintain its conservation-based water rate structure in accordance with the policy statement for three years after the date of adoption of a conservation-based water rate structure by the Sub-Grantee's elected governing board.

The Sub-Grantee shall start work on a conservation based rate study and provide SAWPA a copy of the detailed scope of work and deadlines by August 31, 2016 and bring a final draft conservation based rate study ready before the agency elected board and provide SAWPA a copy by March 31, 2017.

If an agency fails to meet the deadlines, they will not be eligible to receive the amount of funding remaining in their funding contract with SAWPA without a SAWPA waiver, and the SAWPA contract may be terminated. SAWPA may waive these deadlines for agencies under special circumstances.

SECTION 2. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE; SUB-GRANTEE GENERAL COMMITMENT

This Contract incorporates and includes as part of its terms and conditions the Grant Agreement between DWR and SAWPA, Agreement No. 4600010903, attached hereto as **Attachment "A"**.

In the event of any inconsistency between this Contract and the Grant Agreement, except as otherwise specifically provided, the inconsistency shall be resolved by giving precedence to the Grant Agreement.

The Sub-Grantee shall comply with all terms, provisions, conditions, and commitments of this Contract and the Grant Agreement (as the Grant Agreement pertains to the Grantee). Such compliance shall include providing SAWPA with all deliverables, budget detail, reports and all other documents required by the Grant Agreement (as the Grant Agreement pertains to the Grantee).

On behalf of and for the benefit of SAWPA, Sub-Grantee shall comply with all of the obligations and requirements of the Grant Agreement as if the Sub-Grantee were the "Grantee" under the terms of the Grant Agreement (as the Grant Agreement pertains to the Grantee). Such compliance shall be to the extent reasonably necessary and as may be reasonably required by SAWPA in order to enable SAWPA to comply with the Grant Agreement as "Grantee."

SECTION 3. ESTIMATED ELIGIBLE COSTS; PHASE 1 AND 2 ALLOCATIONS; GRANT AMOUNT

The estimated total reasonable and eligible cost of Phase 1 and Phase 2 at the time of SAWPA and DWR's approval of the Grant Agreement is up to \$215,030.00. Funding will be provided on a reimbursement basis of the Sub-Grantee's expenses. There are no matching funds required although only eligible costs are covered as described in this Section. The amount of eligible costs for reimbursement by IRWMP grant funds for Phase 1 is up to \$107,515.00. The amount of eligible costs for reimbursement for Phase 2 is up to \$107,515.00 although any portion of Phase 1's allocation not utilized by the Sub-Grantee is also eligible for reimbursement for the second phase. The Sub-Grantee is eligible for Phase 2's allocation once it provides SAWPA with a resolution of adoption of conservation-based water rates structures by the Sub-Grantee's elected governing board. In addition, to be eligible to receive IRWMP grant funds for Phase 2, the Sub-Grantee shall provide updated customer water use data for a period of time that SAWPA will specify before conservation-based water rates were adopted in order to establish a water usage baseline by customer class. For the reporting required described in Section 12 and 14 of this Contract, the Sub-Grantee shall report on water savings by customer class in order to provide an effective comparison to the established baseline.

Subject to all of the terms, provisions, and conditions of this Contract, and subject to the availability of the grant funds, SAWPA shall disburse such grant funds in an amount not to exceed the Sub-Grantee's estimated reasonable costs. However, SAWPA's actual grant disbursements to the Sub-Grantee under this Contract shall not exceed payments received from DWR.

After Phase 2, if the Sub-Grantee fails or refuses to maintain its conservation-based water rates structure for three (3) years after adoption, SAWPA shall consider such failure or refusal to be a material violation and breach of this Contract. SAWPA's sole right and remedy for violation of this section is to require any monies received by Sub-Grantee from SAWPA for Phase 2 to be returned with interest calculated at the State of California general obligation bond interest rate in effect at the time of the breach. Sub-Grantee will not be in violation of this section for failure to maintain the conservation-based rates due to the establishment or change of law or ruling on the part of a court which provides that conservation-based water rates are not allowed by law.

If actual costs exceed the estimated reasonable cost, SAWPA shall have no obligation to provide grant funds for such exceedance.

Eligible project costs include the reasonable costs of a water rates consultant, a rate design study, aerial imagery and global information system data, legal review, consultant fees for training board members, temporary customer service during the initial implementation of the work, Proposition 218 notices, bill design and shadowing and initial equipment needed during the implementation of the conservation based water rate structure.

Costs not eligible for reimbursement or eligible to be counted as local match include, but are not limited to:

- Costs incurred before the dates specified below.
- Operation and maintenance costs, including post monitoring costs.
- Purchase of equipment that is not an integral part of the project.
- Establishing a reserve fund.
- Purchase of water supply.
- Replacement of existing funding sources for on-going programs.
- Monitoring and assessment costs for efforts required after project construction is complete.
- Support of existing agency requirements and/or mandates in response to negligent behavior.
- Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project.
- Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement.
- Overhead not directly related to project costs.
- Travel and per diem costs.

Work performed after January 1, 2010, is eligible to be counted as local match. Work performed on or after January 17, 2014, is eligible for reimbursement.

SECTION 4. DISBURSEMENT

IRWMP grant funds will be disbursed in accordance with the disbursement provisions of the Grant Agreement. Disbursement will follow the invoicing received by SAWPA and transmitted to DWR in accordance with Section 10 and the allocations in accordance with Section 1.

SECTION 5. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS

The Sub-Grantee agrees that, at a minimum, its fiscal control and accounting procedures shall be sufficient to permit tracking 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 Contract. The Sub-Grantee shall maintain separate Project accounts in accordance with generally accepted government accounting standards and the conditions outlined in Exhibit D.

SECTION 6. TERM

This Contract shall not be effective until it has been executed by the Parties. The Term of this Contract shall be the same as the Term of the Grant Agreement, unless sooner terminated pursuant to the provisions of this Contract or the Grant Agreement. Notwithstanding the foregoing, the obligations of this Contract and the Grant Agreement shall continue through the life of the Grant Agreement.

SECTION 7. COVENANT TO MAINTAIN RATE STRUCTURE PROGRAM

Under Phase 2, the Sub-Grantee shall maintain and implement its conservation-based water rates structure for three (3) years following adoption, provided that Sub-Grantee may change its rates during such three (3) year period provided that the changed rates are conservation-based rates. The Parties understand and agree that this covenant shall survive the expiration or termination of this Contract. The Parties agree that reporting on the benefits of the rate structure implementation is required until June 30, 2028.

SECTION 8. COMPLIANCE WITH GRANT REQUIREMENTS, LAWS AND REGULATIONS

Before IRWMP grant funds are provided for the adoption of conservation-based water rates, the Sub-Grantee shall:

- (1) Provide SAWPA with documentation showing the adoption of the Santa Ana Funding Area's IRWM Plan, the One Water One Watershed 2.0 Plan which is available on SAWPA's website.
- (2) Provide documentation from DWR that verifies the supplier's 2010 Urban Water Management Plan (UWMP) addresses the requirements of the California Water Code (CWC).
- (3) Self-certify their compliance with the requirements contained in AB 1420.
- (4) Self-certify their compliance with the water metering requirements contained in CWC Section 525 et. seq.
- (5) If applicable, provide their surface water diversion reports surface water diversion reports in compliance with requirements outlined in Part 5.1 (commencing with Section 5100) of Division 2 of the CWC.

The Sub-Grantee agrees that it shall, at all times, comply with and require its consultants, contractors and subcontractors to comply with all applicable federal and state laws, rules, regulations and guidelines as described in the Grant Agreement, including Exhibit D. To maintain eligibility, the Sub-Grantee, as an urban water supplier, must meet the following ongoing requirements to receive IRWMP grant funds:

Maintain compliance with the Urban Water Management Planning Act and Sustainable Water Use and Demand Reduction, Part 2.55 of Division 6. By June 28, 2016, submit documentation to SAWPA that demonstrates the Sub-Grantee is meeting 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. Subsequently, if not meeting the 2015 GPCD target, submit annual reports that include a schedule, financing plan, and budget for achieving the GPCD every year by June 28, starting in 2017.

SECTION 9. WITHHOLDING OF GRANT DISBURSEMENTS

SAWPA may withhold all or any portion of the grant funds provided for by this Contract in the event that:

- (1) The Sub-Grantee has violated any term, provision, condition, or commitment of this Contract;
- (2) The Sub-Grantee fails to maintain its conservation-based water rates structure per Section 3 of this Contract; or
- (3) DWR directs SAWPA to withhold any such grant funds.

SECTION 10. INVOICING

(A) Invoices shall be completed on a State-provided invoice form and shall meet the following format requirements:

- (1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
- (2) Invoices must be itemized. Refer to **Attachment C**.
- (3) Sufficient evidence of funding documentation must be provided for all costs included in the invoice.
- (4) Each invoice shall clearly delineate those costs claimed for reimbursement from the State's grant.

(B) Invoices also shall include the following information:

- (1) Appropriate receipts and reports for all costs incurred.

SECTION 11. RECORDS AND REPORTS

(A) Without limitation on the requirement that the work be maintained in accordance with generally accepted government accounting standards, the Sub-Grantee shall comply with the records and reporting requirements imposed by the Grant Agreement, and shall also:

- (1) Establish an official Project file that documents all significant actions relative to the Project;
- (2) Establish an accounting system that adequately and accurately itemizes and describes final total costs of the work;
- (3) Establish such accounts and maintain such records as may be necessary for the State, DWR and SAWPA to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and

(B) The Sub-Grantee shall maintain its books, records and other material concerning the work in accordance with generally accepted government accounting standards and as required by the Grant Agreement.

- (C) The Sub-Grantee agrees to expeditiously provide, during implementation phase and for three (3) years after the termination of the Grant Agreement, such reports, data, information and certifications as may be reasonably required by SAWPA or DWR. Such documents and information shall be provided in electronic format.

SECTION 12. QUARTERLY PROGRESS REPORTS

Quarterly Progress Reports shall be completed using the templates provided as shown in **Attachment B**. Quarterly Progress Reports shall provide a brief description of the work performed, activities, milestones achieved, any accomplishments as well as any problems encountered in the performance of the work. The first quarterly report shall cover the period between August 1, 2015, and October 31, 2015, and be submitted no later than November 15, 2015, to SAWPA, with future reports due in successive 3-month increments. Future quarterly reports shall cover the periods February-April (due May 15), May-July (due August 15), August-October (due November 15), and November-January (due February 15). Quarterly Progress Reports are required until the Project Closeout Documentation is received and submitted to the State.

SECTION 13. PROJECT REVIEW AND EVALUATION; FINAL REPORTS AND AUDIT

- (A) SAWPA may perform a project review or otherwise evaluate the project to determine compliance with the contract documents at any time or if questions about the proper use or management of the funds arise. SAWPA may review or evaluate the contractor or vendor for compliance with the terms and conditions of the contract document. The work review and evaluation may be performed by SAWPA or may be contracted to a responsible third party. Any findings and recommendations of the work review and evaluation shall be addressed by the Sub-Grantee within sixty (60) days of the date such findings and recommendations are provided to the Sub-Grantee and before the next invoice is paid by SAWPA.
- (B) SAWPA may call for an audit of financial information relative to the work at any time during the term of this Contract and for three years after project completion or final payment, whichever is later, where SAWPA determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal or state requirements. Where such an audit is called for, the audit shall be performed by a Certified Public Accountant independent of the Sub-Grantee and at the cost of the Sub-Grantee. The audit shall be in the form required by SAWPA.

SECTION 14. POST-PERFORMANCE REPORTS

Post-Performance Reports shall be submitted to SAWPA within seventy-five (75) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually until June 30, 2028.

SECTION 15. TERMINATION; IMMEDIATE REPAYMENT; INTEREST

- (A) SAWPA may terminate this Contract at any time prior to completion of the work for Sub-Grantee's violation of any provision of this Contract upon written notice by SAWPA of the violation and failure of Sub-Grantee to come into compliance within five days of the notification.
- (B) In the event of such termination, the Sub-Grantee agrees, upon demand, to immediately repay to SAWPA an amount equal to the amount of grant funds disbursed to the Sub-Grantee prior to such termination with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of SAWPA's notice of termination.

- (C) SAWPA may terminate this Contract should DWR terminate SAWPA as program manager, terminate funding for this Contract, or terminate the Grant Agreement. Upon such DWR-caused termination, SAWPA shall not be liable to Sub-Grantee for any damages, costs or expenses resulting from such termination. If the State so declares, Sub-Grantee shall be required to return any monies previously distributed to Sub-Grantee pursuant to the terms of the Grant Agreement.

SECTION 16. ARBITRATION

Any dispute which may arise under this Contract by and between the SAWPA and the Sub-Grantee, including the Sub-Grantee's subcontractors, shall be submitted to binding arbitration. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. Unless the Parties stipulate in writing to the contrary, prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation.

SECTION 17. COSTS AND ATTORNEY FEES

In the event of arbitration or litigation between the parties hereto arising from this Contract, it is agreed that the prevailing party shall be entitled to recover reasonable costs and attorney fees.

SECTION 18. WAIVER

Any waiver of any rights or obligations under this Contract or the Grant Agreement shall be in writing and signed by the Party making such waiver, and approved by SAWPA.

SECTION 19. AMENDMENT

This Contract may be amended at any time by mutual written agreement of the Parties.

SECTION 20. SAWPA REVIEWS; SUB-GRANTEE AS INDEPENDENT CONTRACTOR

- (A) The Parties agree that review or approval of the Project by SAWPA is for administrative and eligibility purposes only and does not relieve the Sub-Grantee of its responsibility to properly develop, adopt, implement, and maintain its conservation-based water rates structure. As between SAWPA and the Sub-Grantee, the Sub-Grantee agrees that it has sole responsibility for proper development, adoption, implementation, and maintenance of its conservation-based water rates structure.
- (B) The Sub-Grantee is an independent contractor exclusively responsible for the work funded by this Grant Funding Contract and that the Sub-Grantee is not acting as SAWPA's agent, nor is SAWPA acting as an agent of the Sub-Grantee.

SECTION 21. INDEMNIFICATION

The Sub-Grantee shall defend, indemnify and hold harmless SAWPA and its directors, commissioners, officers, employees, agents and assigns against any and all losses, claims, damages or liabilities, joint or several, including attorneys fees and expenses incurred in connection therewith, to which SAWPA may become liable in connection with or arising from this Contract. Sub-Grantee shall reimburse SAWPA for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of or related to this Contract. Sub-Grantee shall indemnify and save SAWPA harmless from and against any claims, losses, damages, attorneys fees and expenses arising from any and all other contracts, contractors, subcontractors, suppliers, laborers, and any other person, entity or corporation furnishing or supplying

such services, materials or supplies in connection with Sub-Grantee's work funded, in part, by this Contract. Sub-Grantee shall indemnify and save SAWPA harmless from any and all claims, losses, damages, attorneys fees and expenses that may arise from any breach or default by Sub-Grantee in the performance of its obligations under this Contract, or any act of negligence by the Sub-Grantee or any of its agents, contractors, subcontractors, servants, employees or licensees concerning the subject matter of this Contract. Sub-Grantee shall indemnify and hold SAWPA harmless from any and all claims, losses, damages, attorneys' fees and expenses arising out of the completion of the work or the authorization of payment of work costs or by the Sub-Grantee. No indemnification is required under this Section for claims, losses or damages arising out of the sole and exclusive misconduct or negligence under this Contract by SAWPA.

SECTION 22. PROJECT AND INFORMATION ACCESS

The Sub-Grantee agrees to ensure that SAWPA, DWR, or any authorized representative thereof, shall have reasonable access to supporting conservation rate structure information at all reasonable times during the term of the Grant Agreement, and thereafter for the useful life of this Contract.

IN WITNESS THEREOF, the parties have executed this Contract on the dates set forth below.

SANTA ANA WATERSHED PROJECT AUTHORITY

Dated: _____

By: _____
Celeste Cantú, General Manager

Sub-Grantee

NAME

Dated: _____

By: _____
XXXX Manager

Typed Name

PA22 COMMITTEE MEMORANDUM (PA22#2016.3)

DATE: February 26, 2016

SUBJECT: Turf Removal Project Policy Statement No. 1

RECOMMENDATION

That the Committee clarify that Policy Statement No. 1 and the SAWPA Member Agency Contracts are intended to include institutions in the definition of eligible recipients for turf removal rebates, and institutions shall include highly visible properties of non-profit organizations.

DISCUSSION

Policy Statement No. 1 addresses grant funding available for turf removal rebates for commercial, institutional, and publicly owned and HOA project sites. The Policy Statement provides:

“The intent of the PA22 Committee is to direct grant funding for the Project to highly visible properties that are maintained by a public agency or homeowner association, with a rebate cap per property of \$250,000 without specific Committee approval.”

The Committee has previously decided that churches can also qualify as “institutional” project sites, subject to the same requirement that the site be highly visible.

Staff recommends that “institutional” also include sites owned by non-profit organizations, such as Ronald McDonald House, subject to the same requirement that the site be highly visible.

MATERIALS

Preliminary Presentation
Policy Statement No. 1

TURF REMOVAL PROJECT POLICY STATEMENT NO. 1



PA 22 Committee
February 25, 2016



Recommendation

- Clarify that Policy Statement No. 1 and the SAWPA Member Agency Contracts are intended to include institutions in the definition of eligible recipients for turf removal rebates, and institutions shall include highly visible properties of non-profit organizations.




Turf Contract & Policy Statement: Exclusive or Emphasis?

- Local water agency requests that nonprofits be eligible for rebates
- Policy Statement No. 1: *The intent of the PA22 Committee is to direct grant funding for the Project to highly visible properties that are maintained by a public agency or homeowner association....*
- SAWPA-Member Agency Contract: *...to highly visible properties that are maintained by a public agency or a homeowner association (HOA) ...*



Turf Contract Clarification (PA 22 Committee Meeting July 2015)

- PA 22 Committee already discussed churches:
 - *MOVED, Policy Statement No. 1 and the SAWPA-Member Agency Contracts are revised to include institutions in the definition of eligible recipients for turf removal rebates, and institutions shall include churches.*
 - From meeting minutes of July 23, 2015



Non-Profit Project

- Ronald McDonald House in City of Orange
- Request from MWDOC
- Serves as housing for families with children who are under care at Children's Hospital
- Is publicly visible as it is adjacent to hospital
- 2,336 square feet of turf grass




Recommendation

- Clarify that Policy Statement No. 1 and the SAWPA Member Agency Contracts are intended to include institutions in the definition of eligible recipients for turf removal rebates, and institutions shall include highly visible properties of non-profit organizations.




**Policy Statement for PA 22 No. 1:
Commercial, Institutional, Publicly Owned and HOAs Turf
Removal Project**

The SAWPA Commission approved Project Agreement 22 (PA22) on October 7, 2014 for the purpose of transforming the choice of landscaping pallet in the Santa Ana River and Upper Santa Margarita watersheds, as well as developing and implementing demand reduction and water use efficiency measures to effect an urgent response to the current drought.

Project Agreement 22 created the PA22 Committee to implement measures as part of the Interregional Landscape Water Demand Reduction Program (Demand Reduction Program), which is funded through local funding match and grant funding provided by the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84, Chapter 2).

For the Commercial, Institutional, Publicly Owned and HOA Turf Removal Project (the Project) component of the Demand Reduction Program, the PA22 Committee intends to issue an allocation of the \$4,300,000 in Proposition 84 grant funding for the Santa Ana River Watershed.

The intent of the PA22 Committee is to direct grant funding for the Project to highly visible properties that are maintained by a public agency or homeowner association, with a rebate cap per property of \$250,000 without specific Committee approval.

The allocation of grant funding for the Project is subject to two reimbursement allocations. The Initial Allocation, which includes 60% of the grant funding (\$2,580,000), will be divided to the subregions based on the mean value of each subregion's proportional share of the Santa Ana River Watershed's population, evapotranspiration rates and geographic location (based on the supporting technical memorandum to this policy statement):

- Subregion 1: \$546,000
- Subregion 2: \$488,000
- Subregion 3: \$532,000
- Subregion 4: \$500,000
- Subregion 5: \$514,000

The Initial Allocation will be available until June 30, 2017. Thereafter the balance of funds that have not been reimbursed to a subregion are subject to reallocation by the PA22 Committee.

The Second Allocation, which includes 40% of the grant funding (\$1,720,000), will commence on December 31, 2016 and be reimbursed on a first come, first serve basis to the subregions in the Santa Ana River Watershed.

The intent of the PA22 Committee is to work proactively to ensure funding from the Metropolitan Water District of Southern California rebate program for turf grass removal is available for local match for the Project.

PA22 COMMITTEE MEMORANDUM (PA22#2016.4)

DATE: February 26, 2016

SUBJECT: Update on Amendment to SAWPA Grant Agreement with the State

RECOMMENDATION

Receive and file.

DISCUSSION

DWR staff expressed a desire to amend our grant agreement to include names of agencies who may receive grant funds under the Conservation Based Rates Project. SAWPA staff and the working group of conservation coordinators viewed this as a noncontroversial change. In order to move forward and avoid any possible delay in reimbursements, SAWPA staff drafted a proposed amendment and submitted it to DWR staff.

The proposed amendment also included other minor amendments of interest to SAWPA and the member agencies, as discussed with the conservation coordinators.

Staff will make an informational presentation on the draft amendments.

MATERIALS

Preliminary Presentation

Amendment

**UPDATE ON AMENDMENT
TO SAWPA GRANT
AGREEMENT WITH THE
STATE**



PA 22 Committee
February 25, 2016



Recommendation

- Receive and file this update on Amendment No. 1 to the SAWPA Grant Agreement.



Need for Amendment

- In discussions with DWR, they would like water agencies receiving reimbursement for water rates to be written into contract. This requires an amendment to the Grant Agreement Work Plan.
- Those agencies, and other interested agencies, are listed in Amendment.
All ten agencies and Garden Grove, Cucamonga Valley Water District, Loma Linda and La Habra



Other Changes

- Staff took opportunity of Amendment to make other clarifying changes
- Changes reviewed with Conservation Advisory Group
 - Extended the Schedule to provide flexibility (still within allowable timeframe for DWR)
 - Remove mention of website to market turf removal programs for member agencies as turf programs are already very popular and work is being done on iEfficient, WMWD's Prop 84 Round 2 funded landscape manual, and Water Savings Garden Friendly.
 - Clarify definition of "institutional" for turf removal.

iEfficient.com



Recommendation

- Receive and file this update on Amendment No. 1 to the SAWPA Grant Agreement.



**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
SANTA ANA WATERSHED PROJECT AUTHORITY
4600010903
PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) 2014 DROUGHT GRANT
CALIFORNIA PUBLIC RESOURCES CODE §75026 ET SEQ.**

**EXHIBIT A
WORK PLAN**

This Proposition 84 Drought Round 2014 agreement implements 2 projects located in the Santa Ana River and Upper Santa Margarita IRWM Regions.

PROJECT 1: Conservation Based Reporting Tools and Rate Structure Implementation

GRANTEE: Santa Ana Watershed Project Authority (SAWPA)

PROJECT DESCRIPTION: The Conservation Based Reporting Tools and Rate Structure Implementation will implement a suite of measures across the Santa Ana River and the Upper Santa Margarita Watersheds to promote sustainable water-use conservation. The Program will achieve immediate and sustainable water conservation by assisting local retail agencies in developing conservation-based rate structures and providing customers personalized reports on water use through a web-based Water Consumption Reporting and Customer Engagement tool. Additionally, aerial mapping will be developed for the two watersheds to assist in the implementation of these conservation measures.

TASK 1 Direct Project Administration: Budget Category (a)

Task 1.1: Grant and Project Administration

SAWPA staff, in coordination with its five regional member agencies: Eastern Municipal Water District (EMWD), Inland Empire Utilities Agency (IEUA), Orange County Water District (OCWD), San Bernardino Valley Municipal Water District (SBVMWD), and Western Municipal Water District (WMWD), and the lead agency of the Upper Santa Margarita Watershed IRWM Region, Rancho California Water District, will manage the grant agreement by implementing the necessary contract, preparing report and plans, ensuring compliance with grant requirements, and coordinating with local agency staff.

Deliverables:

- Executed funding agreement with DWR
- Financial Statements
- Other Applicable Project Deliverables

Task 1.2: Progress Reporting and Invoicing

SAWPA staff will prepare and submit progress reports, invoices, and appropriate backup documentation for submittal to DWR. Progress reports will be prepared as outlined in Exhibit G. Submittals will include appropriate project deliverables.

Deliverables:

- Progress Reports
- Hardcopy and electronic invoices
- Backup documentation
- Project Deliverables

Task 1.3: Draft and Final Project Reports and Grant Completion Report

SAWPA will prepare a Draft and Final Project Completion Report and submit to DWR for comment and review no later than 90 days after project completion. SAWPA will also prepare a Grant Completion Report upon completion of the agreement. All reports shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

- Draft and Final Project Completion Report
- Grant Completion Report

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

There are no easements or land purchases required for the Program.

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

There is no Assessment and Evaluation, Final Design, Environmental Documentation, or Permitting required for this Program.

Task 3.1: Project Monitoring Plan

SAWPA will develop a detailed Project Monitoring Plan to evaluate the effectiveness of each of the components of the Interregional Landscape Water Demand Reduction Program. This will include:

- Tracking the acre feet (AF) of water saved through the implementation of Conservation Based Rate Structures.
- Tracking the acre feet (AF) of water saved through using web-based the Water Consumption Reporting and Customer Engagement tool

Deliverables:

- Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)

Implementation for this Conservation Program is broken down into the three components of work:

1. Develop and Implement Conservation-Based Rate Structures for customers
2. Application of a web-based Water Consumption Reporting and Customer Engagement Tool
3. Aerial Mapping

Task 4.1: Implementation Contracting

SAWPA will prepare a request for proposals, advertise, evaluate and recommend consultant and contract awards to the SAWPA Project Agreement (PA) 22 Committee for approval. SAWPA will work with selected consultants to implement the components of the Program as listed above.

Agency documentation of contracting activities conducted will be provided to SAWPA for reporting to DWR.

Deliverables:

- Summary of bid process
- Copy of awarded contracts
- Notice to Proceed

Task 4.2 Component 1 – Implementation of Conservation Based Rate Structures

Component 1 will be used to educate policy makers and local water retail agency staff on conservation-based water rate structures, develop new tools to utilize State water efficiency standards for indoor and outdoor water use, evaluate potential water savings and costs to implement conservation rate structures and outreach to over 70 water retail agencies located in the region with more direct assistance to no fewer than five and as many as 10 water retail agencies with implementing conservation-based rate structures within the region.

Subtask 4.2.1 – Conduct Solicitation Workshops & Outreach:

Facilitate approximately two initial workshops in the Santa Ana River Watershed (one in the lower basin and one in the upper basin) targeting water purveyors' elected officials and staff of the more than 70 water retail agencies located in the region. Follow-up workshops will be held for interested retail agencies and a video explaining water rate structures will be produced in order to reach a wide audience of staff and elected officials. Workshops will educate policy makers and staff on conservation-based rate structures, factors used in determining water efficiency standards for outdoor water use, water budget development, billing system requirements and other general issues related to conservation-based rates structure.

Outreach materials will be prepared to promote the program and target potential water purveyors. Outreach materials may include but are not limited to brochures, fact sheets, web blogs, webpages, power point presentations and informational videos (including video production).

~~**Subtask 4.2.2 – Develop Tools that Utilize State Water Efficiency Standards for Indoor and Outdoor Water Use:**~~

~~Develop tools to meet the State water efficiency standards for indoor and outdoor water use within the region. Assist local agencies to identify the amount of water a parcel needs to meet State water efficiency standards for indoor and outdoor water use as defined under SBX7 and AB1881. Some of the support tools to be used may include but are not limited to: daily evapotranspiration rate data gathering and reporting, water efficiency calculators, a water rate modeling tool and billing system options, and may incorporate landscape square footage and aerial mapping imagery as described in Task 4.4 Component 3. A consultant or public agency may assist water retail agencies in evaluating the potential water savings and costs to implement conservation rate structures within their service areas. Benefits examined will include the avoided cost of purchased water, lower Capital Improvement Program expenditures, and increased watershed quality from lower urban runoff, and will include billing system assessment, potential increase in staff, and public outreach.~~

Subtask 4.2.23 – Reimburse Costs of Retail Water Agencies for Adopting Conservation-Based Rate Structures:

In addition to the regional tools developed to help local agencies adopt conversation-based rate structures and conserve water, funding will be provided on a reimbursement basis to no fewer than five and as many as 10 water retail agencies. These retail water agencies may include the City of Chino, the City of Chino Hills, Cucamonga Valley Water District, East Valley Water District, the City of Garden Grove, the City of Hemet, the City of La Habra, City of Loma Linda, City of Redlands, City of Rialto, City of Riverside, the City of San Jacinto, the City of Tustin and West Valley Water District

Subtask 4.2.34 – Implement Conservation-Based Water Rate Structures:

~~From the work described in Subtask 4.2.2~~The consultant or public agency will assist no fewer than five and as many as 10 water retail agencies in implementing conservation-based rate structures within the region. This work includes sufficient support to lead these water retail agencies to adopt a conservation based rate structure.

Deliverables:

- Documentation of participating agencies in workshops, including sign-in sheets
- Outreach materials
- Participating agency evaluations of residential water budget with actual use.
- ~~Documentation of implemented support tools such as mapping, billing, and accounting models and systems~~
- Resolutions of adoption of conservation-based rate structures

Task 4.3 Component 2 – Web-Based Water Consumption Reporting, Analytics and Customer Engagement Tool

This task includes the development and implementation of a web-based Water Consumption Reporting, Analytics and Customer Engagement tool for water retailers in the Santa Ana River Watershed and the EMWD and WMWD service areas within the Upper Santa Margarita Watersheds. This tool will utilize specialized software to integrate into the agencies' active water use efficiency program, and communication technology services to engage retail water agency customers showing current water use and delivering customized messaging and recommendations for taking water conservation actions.

Subtask 4.3.1 Outreach and Training

Outreach and training to educate water purveyors about the tool will be conducted through workshops, with approximately ~~onethree~~ being conducted throughout their each of three counties of the Santa Ana River Watershed ~~and approximately two workshops in the USMW (approximate total of eight workshops)~~. Outreach materials may include examples of personalized water consumption reports used with other California water retailers.

Subtask 4.3.2 Customer Engagement Tool Implementation

The engagement tool will be made available, for approximately one year, to the water retailers. After this period of time, the tool will then be evaluated for value and effectiveness. Effectiveness will be determined by calculating the amount of water saved as a result of the tool's implementation.

Deliverables:

- Water Consumption Reporting, Analytics and Customer Engagement Web-portal with access and login capabilities for SAWPA.
- Documentation of participating agencies in workshops, including sign-in sheets.
- Outreach materials

Task 4.4 Component 3 – Aerial Mapping

SAWPA will contract for services to develop high resolution orthorectified imagery including infrared photogrammetry and possibly other technologies that calculate slope measurements, such as, LiDAR and/or Digital Elevation Modeling (DEM) for the service areas of the Santa Ana River Watershed and the Rancho California Water District, EMWD and WMWD service areas within the Upper Santa Margarita Watersheds. This data, which calculates the amount of water thirsty turf, will be processed to assist in the development of map products that will support the development of water conservation tools, such as, conservation based water rates and water efficiency calculators that can provide water demand data up to the retail customer level.

Subtask 4.4.1 – Review and Report on Results of SAWPA/BOR Demonstration Project

SAWPA will review the results of the Santa Ana River Watershed Infrared Imagery Landscape Mapping Demonstration Project. This pilot project was conducted by SAWPA with funding from both the US

Bureau of Reclamation and SAWPA and will be used to share key findings and recommendations to the PA 22 Committee for the aerial mapping component of the project.

Deliverable:

- Technical Memorandum detailing key findings from the Demonstration Project

Subtask 4.4.2 – Conduct Aerial Flights of Urban areas in Watershed

SAWPA will contract with a qualified firm to fly the study area and process the raw aerial data.

Deliverables:

- Raw data set(s)

Subtask 4.4.3 – Data Verification

SAWPA will review the data by using GIS to verify data location accuracy.

Deliverable:

- Statistical Report summarizing the data collected

Subtask 4.4.4 – Data Analysis and Development Landscape Percent Output

SAWPA will contract for and provide consultant oversight during analysis of the data by using GIS imagery tools to classify land use type and estimate the area irrigated for each parcel. This data will then be used to create map products that support the development of water conservation tools.

Deliverables:

- Statistical Summary of Watershed Data
- Map Products

Subtask 4.4.5 – Stakeholder Outreach and Workshop(s)

SAWPA will conduct outreach meetings with stakeholders to share aerial data and receive input on map products. SAWPA will provide approximately two workshops for stakeholders to review the aerial data and map products. The two workshops will include 1) workshop for PA 22 Committee to detail key findings of the Demonstration Project and 2) workshop for Stakeholders to Present Aerial Mapping Data and Draft Mapping Products.

Deliverables:

- Outreach Materials

Subtask 4.4.6 – Reporting

SAWPA will prepare a draft and final report to present the findings and recommendations of the Aerial mapping.

Deliverables:

- Draft Report
- Final Report

PROJECT 2: High Visibility Turf Removal and Retrofit

GRANTEE: Santa Ana Watershed Project Authority (SAWPA)

PROJECT DESCRIPTION: This task will provide incentive rebates to customers for turf removal and installation of drought tolerant landscaping and associated irrigation to augment existing turf removal programs available within the Santa Ana River Watershed and the Rancho California Water District, EMWD and WMWD service areas within the Upper Santa Margarita Watershed. This turf removal program will target “highly visible” publicly owned, institutional, and homeowner’s association (HOA) areas for turf replacement.

Institutional may include churches and non-governmental organizations that provide public good services such as housing and care. Incentive rebates are anticipated to be up to \$1 per square foot (SF) from the grant and up to \$2 per SF from the Metropolitan Water District (MWD) rebate program referred to as SoCal Water\$mart or similar local rebate program. A minimum of 4,000,000 square feet of turf will be removed from the Santa Ana River Watershed, and a minimum of 950,000 square feet of turf will be removed from the Upper Santa Margarita Watershed.

TASK 1 Direct Project Administration: Budget Category (a)

Task 1.1: Project Administration

SAWPA staff, in coordination with its five regional member agencies: Eastern Municipal Water District (EMWD), Inland Empire Utilities Agency (IEUA), Orange County Water District (OCWD), San Bernardino Valley Municipal Water District (SBVMWD), and Western Municipal Water District (WMWD), and the lead agency of the Upper Santa Margarita Watershed IRWM, Rancho California Water District, will manage the grant agreement by implementing the necessary contract, preparing report and plans, ensuring compliance with grant requirements, and coordinating with local agency staff.

Deliverables:

- Financial Statements
- Other Applicable Project Deliverables

Task 1.2: Progress Reporting and Invoicing

SAWPA staff will prepare and submit progress reports, invoices, and appropriate backup documentation for submittal to DWR. Progress reports will be prepared as outlined in Exhibit G. Submittals will include appropriate project deliverables.

Deliverables:

- Progress Reports
- Hardcopy and electronic invoices
- Backup documentation
- Project Deliverables

Task 1.3: Draft and Final Project Reports and Grant Completion Report

SAWPA will prepare a Draft and Final Project Completion Report and submit to DWR for comment and review no later than 90 days after project completion. SAWPA will also prepare a Grant Completion Report upon completion of the agreement. All reports shall be prepared and presented in accordance with the provision of Exhibit G

Deliverables:

- Draft and Final Project Completion Report
- Grant Completion Report

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

There are no easements or land purchases required for the Program.

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

There is no Assessment and Evaluation, Final Design, Environmental Documentation, or Permitting required for this Program.

Task 3.1: Project Monitoring Plan

SAWPA will develop a detailed Project Monitoring Plan to evaluate the effectiveness of the Institutional, Publicly Owned and HOA Turf Removal Rebate Program by tracking the square feet (SF) of highly visible Institutional, Publicly Owned and HOA Turf Removed.

Deliverable:

- Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)

Each of the SAWPA member agencies will enter into a separate contract with SAWPA in order to receive and allow oversight of grant fund use in each SAWPA member agency area.

For San Bernardino Valley Municipal Water District (SBVMWD), SAWPA will enter into an agreement to implement a turf rebate program within its service area. The other member agencies already have existing turf removal rebate programs that they coordinate with the Metropolitan Water District of Southern California (MWD) SoCal Water\$mart program.

In order to ensure efficient implementation, each of the member agencies may also contract with a landscape contractor to perform the turf removal and replacement within their service area. In selecting a landscape contractor, each of the agencies will conduct their RFP process in accordance with their procurement policy or use their conservation program’s existing landscape contractor. Applications can be developed by each agency to define whether the water agency or the applicant hires their own landscape contractor, and how the rebate funding will be administered.

Task 4.1 Implementation

Each of the SAWPA member agencies and rebate partners, working with SAWPA, will implement a turf removal program with an up to \$3/SF rebate. The member agencies will contact the publicly owned, HOAs, and institutional sites within their service areas and conduct the necessary outreach to explain the rebate available and how turf removal can reduce their monthly water bills. The turf removal program will be advertised on the member agencies websites, which will include links to the rebate application for their areas.

Work under this task may include agencies creating their own application that may mirror the MWD SoCal Water\$mart application but also includes the high visibility criteria component. Each rebate applicant in a member agency area may submit the rebate application to the member agency/partnering agency to reserve a rebate in the amount of up to \$2/SF. The member agency or their partnering agency could then offer that rebate application to MWD in order to begin the process to reserve the MWD rebate or similar rebate program.

~~Subtask 4.1.1 Outreach and Website:~~

~~Development of a new interregional website is proposed to provide climate-zone specific landscape guidance and landscaping support to the member agencies. The website may include the majority of the following information, but is not limited to:~~

- ~~•—Descriptions of climates by region within the watershed~~
- ~~•—Maps showing average evapotranspiration rates~~

- ~~• Information on plant soils including texture, drainage, fertility, compost, mulch, and amendments;~~
- ~~• Irrigation design and layout including equipment, scheduling, non-point source pollution;~~
- ~~• Information and tips on plant care, pruning, pests and a guide to designing landscapes.~~

~~Due to its watershed scope, the web based information could be located on SAWPA's website and linked to the member agencies and the Efficient.com website.~~

Deliverables:

- Turf Removal Rebate applications from each member agency or partnering agency
- ~~Link to new interregional website~~
- ~~Outreach activities~~

EXHIBIT B
BUDGET

		(a)	(b)	(c)	(d)	(e)	
Individual Project Title		Implementing Agency	Requested Grant Amount	Required Funding Match aka Cost Share: Non-State Fund Source* (Funding Match)	Additional Cost Share	Total Project Cost	% Required Funding Match
1	Conservation Based Reporting Tools and Rate Structure Implementation	SAWPA	\$ 7,587,610	\$ -	\$ -	\$ 7,587,610	
2	High Visibility Turf Removal and Retrofit	SAWPA	\$ 5,272,500	\$ 7,051,533	\$ 3,593,467	\$ 15,917,500	44%
	Proposal Total (Sum rows 1 through 2 for each column)		\$ 12,860,110	\$ 7,051,533	\$ 3,593,467	\$ 23,505,110	30%
The overall funding match for this project is 30%.							

Individual Budgets

Project 1 - Conservation Based Reporting Tools and Rate Structure Implementation					
GRANTEE: SAWPA					
		(a)	(b)	(c)	(d)
Category		Requested Grant Amount	Required Funding Match aka Cost Share: Non-State Fund Source* (Funding Match)	Additional Cost Share	Total Project Cost
(a)	Project Administration	\$ 875,000	\$ -	\$ -	\$ 875,000
(b)	Land Purchase/Easement	\$ -	\$ -	\$ -	\$ -
(c)	Planning/Design/Engineering/ Environmental Documentation	\$ 50,000	\$ -	\$ -	\$ 50,000
(d)	Construction/Implementation	\$ 6,662,610	\$ -	\$ -	\$ 6,662,610
(e)	Grand Total (Sum rows (a) through (d) for each column)	\$ 7,587,610	\$ -	\$ -	\$ 7,587,610
*List sources of funding: Contributions from member agencies, their sub-agencies, and others.					

Project 2 – High Visibility Turf Removal and Retrofit

GRANTEE: SAWPA

		(a)	(b)	(c)	(d)
Category		Requested Grant Amount	Req'd Funding Match aka Cost Share: Non-State Fund Source* (Funding Match)	Additional Cost Share	Total Project Cost
(a)	Project Administration	\$ -	\$ -	\$ 100,000	\$ 100,000
(b)	Land Purchase/Easement	\$ -	\$ -	\$ -	\$ -
(c)	Planning/Design/Engineering/ Environmental Documentation	\$ -	\$ -	\$ -	\$ -
(d)	Construction/Implementation	\$ 5,272,500	\$ 7,051,533	\$ 3,493,467	\$ 15,817,500
(e)	Grand Total (Sum rows (a) through (d) for each column)	\$ 5,272,500	\$ 7,051,533	\$ 3,593,467	\$ 15,917,500

*List sources of funding: Contributions from member agencies, their sub-agencies, and others (EMWD, IEUA, OCWD, SBVMWD, WMWD, RCWD, and MWDSC rebate program). The overall funding match for this project is 30%

EXHIBIT C
SCHEDULE

Project 1: Conservation Based Reporting Tools and Rate Structure Implementation (SAWPA)	Start Date	End Date	Duration (months)
Task 1 Project Administration: Budget Category (a)	1/17/14	6/30/18	53
Task 1.1 Grant and Project Administration	1/17/14	6/30/18	42
Task 1.2 Quarterly Reporting and Invoicing	1/17/14	6/30/18	55
Task 1.3 Draft and Final Project Reports and Grant Completion Report	4/1/18	6/30/18	3
Task 2 Land Purchase/Easement: Budget Category (b)			
Task 2 Land Acquisition	N/A	N/A	N/A
Task 3 Planning/Design/Engineering/Environmental Documentation: Budget Category (c)	1/17/14	9/30/15	20
Task 3.1 Project Monitoring Plan	1/17/14	9/30/15	20
Task 4 Construction/Implementation: Budget Category (d)	1/17/14	6/12/30/18	55
Task 4.1 Implementation Contracting	1/17/14	3/9/31/18	52
Task 4.2 Implementation	1/17/14	6/12/30/18	55

Project 2: High Visibility Turf Removal and Retrofit (SAWPA)	Start Date	End Date	Duration (months)
Task 1 Project Administration: Budget Category (a)	1/17/14	6/30/18	53
Task 1.1 Project Administration	1/17/14	6/30/18	42
Task 1.2 Quarterly Reporting and Invoicing	1/17/14	6/30/18	55
Task 1.3 Draft and Final Project Reports and Grant Completion Report	4/1/18	6/30/18	3
Task 2 Land Purchase/Easement: Budget Category (b)			
Task 2 Land Acquisition	N/A	N/A	N/A
Task 3 Planning/Design/Engineering/Environmental Documentation: Budget Category (c)	1/17/14	9/30/15	20
Task 3.1 Project Monitoring Plan	1/17/14	9/30/15	20
Task 4 Construction/Implementation: Budget Category (d)	1/17/14	6/12/30/18	55
Task 4.1 Implementation	1/17/14	6/12/30/18	55

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PA22 COMMITTEE MEMORANDUM (PA22#2016.5)

DATE: February 26, 2016

SUBJECT: Task Order for Watershed-Wide Image Analysis and Outdoor Area Measurement

RECOMMENDATION

Approve Task Order SRI504-301-02 with Statistical Research Inc., Consultant, for \$162,204.

DISCUSSION

The Committee previously approved the use of SRI for analysis of aerial imagery and measurement of irrigated area by parcel and category.

After the competitive proposal process and the decision to award to SRI, the Committee approved an earlier Task Order for SRI to perform a focused expedited analysis of parts of the watershed where agencies were already working toward conservation based rates. Staff previously advised the Committee that there would be another Task Order—now presented here-- to complete the originally proposed analysis of substantially the entire watershed.

MATERIALS

Preliminary Presentation
Draft Task Order SRI504-301-02

Task Order For Watershed-Wide Image Analysis



PA 22 Committee
Feb 25, 2016



Recommendation

- Approve Task Order SRI504-301-02 with Statistical Research Inc., Consultant, for \$162,204.




Background on SRI



- Would be second task order with SRI.
- First SRI Task Order amount = \$40,634; executed October 14, 2015
- Selected for this work under 2015 PA22 Approved RFP (This Task Order also covered under RFP)
- First SRI Task Order was for preliminary imagery analysis for agencies involved in conservation based rates (9 agencies).




Overall Project Consultants

Richard Schulman - Resource Strategies Inc.





Overall Anticipated Aerial Mapping Project Deliverables

- Aerial Imagery (3inch resolution)
 - Imagery processed by Flight Path
 - Imagery clipped by Agency Area of Interest (AOI)
 - Imagery clipped by Watershed
- Outdoor/Landscape Area Measurements
 - Measurements calculated by Flight Path
 - Measurements clipped by Agency
 - Measurements clipped by Watershed



Need for Task Order

- Need to complete rest of watershed per DWR-SAWPA Grant Agreement
- Will benefit member agencies and any others who need data clipped for their area of interest
- Will allow agencies to implement conservation based water rates
- First Task Order with SRI was for 9 water rate agencies
Did not incorporate slope measurements



Statistical Research, Inc.

SRI Deliverables for New Task Order

Obtain outdoor area measurements of the following categories for entire watershed:

- turf grass,
- trees,
- shrubs,
- pools (where data is available),
- other vegetation irrigated, and
- other vegetation non-irrigated.



Statistical Research, Inc.

SRI Deliverables for New Task Order

These six measurements shall be itemized by Meter Service Areas (MSAs) for entire watershed.



MSAs = modified parcels



Cost of Task Order

- Like Geophex, dependent on square miles
 - Rate per square mile (for Image Analysis)
- Also dependent on the following parcel information
 - Rate per parcel for Landscape Split
 - Rate per parcel for MSA creation (a.k.a. "Parkway Addition")
 - Rate per parcel for slope calculation



Overall Budget



- Budget: **\$2,600,000**
- Total Task Order Amount: **\$730,244**
- Difference: **\$1,869,755**
- Richard Schulman, RSI:
 - Two Task Orders: \$26,400 and \$38,050
- Geophex:
 - Two Task Order: \$283,864.02 and \$179,093.2
- Statistical Research Inc.:
 - Task Order Approved: \$40,634
 - Task Order For Approval: \$162,204



Amended PA22 Budget



- From **\$2,600,000**
- Shifted \$860,120 (four \$215,030 water rate allocations)
- Difference: \$1,739,880

- Approved Task Orders Total: \$568,041
- Task Order for Approval: \$162,204
- Amount Remaining in Budget: **\$1,009,635**



Recommendation

- Approve Task Order SRI504-301-02 with Statistical Research Inc., Consultant, for \$162,204.




SANTA ANA WATERSHED PROJECT AUTHORITY
TASK ORDER NO. SRI504-301-02

CONSULTANT: Statistical Research Inc. (SRI) **VENDOR NO.** 2009
21 West Stuart Avenue
Redlands, CA 92373

PROJECT NAME: Watershed-Wide Image Analysis and Outdoor Area Measurement

VALUE: \$ 162,204

PAYMENT: Upon Proper Invoice

REQUESTED BY: Dean Unger February 25, 2016
Manager of Information Services & Technology

FINANCE: _____
Karen Williams, CFO Date

FINANCING SOURCE: Acct. Coding 504-301-CONST-6301-01
Acct. Description Consulting

COMMISSION AUTHORIZATION REQUIRED: YES (X) NO ()
Project Agreement 22 Committee Memo 2016.5.

This Task Order is issued by the Santa Ana Watershed Project Authority (hereafter "SAWPA") to **Statistical Research, Inc.** (hereafter "SRI") pursuant to the Agreement between SAWPA and Consultant entitled *Agreement for Services*, dated October 1, 2013 (*expires 12-31-17*).

I. PROJECT DESCRIPTION

The objective of the Watershed-Wide Image Analysis and Outdoor Area Measurement Project ("Project") is to obtain outdoor area measurements of the following categories:

1. turf grass,
2. trees,
3. shrubs,
4. pools (Where data is available),
5. other vegetation irrigated, and
6. other vegetation non-irrigated.

These six measurements shall be itemized by Meter Service Areas (MSAs). MSAs will be created by SRI by modifying individual parcels to include parkway areas such as greenbelts between the parcel and the street that are immediately adjacent to the parcel.

The itemization by MSA shall be done through the use of the SAWPA acquired 3 inch resolution digital color imagery (RGB), four band digital color infrared imagery (CIR), and 1 foot contour digital elevation modeling (DEM).

II. PROJECT AREA

The flight area of the 1) Santa Ana River Watershed and 2) the Upper Santa Margarita Watershed within Eastern Municipal Water District, Rancho California Water District and Western Municipal Water District Service Areas as shown in Attachment G.

III. SCOPE OF WORK / TASKS TO BE PERFORMED

SRI shall provide all labor, materials and equipment for the Project to implement the Project per the Project Description and Scope of Work. Specifically, SRI will:

- Analyze the SAWPA acquired 3 inch resolution digital color imagery (RGB), four band digital color infrared imagery (CIR), and 1 foot contour digital elevation modeling (DEM).
- Use SAWPA's acquired parcel and SRI generated centerline GIS layers to create an MSA from each parcel [for those parcels not analyzed during Task Order SRI504-301-01]
- Overlay the RGB, CIR and DEM data onto MSAs and calculate the square footage of each outdoor measurement area for each MSA.
- Provide the following **Deliverables** to SAWPA (see Landscape Analysis Cost Worksheet):
 1. Classified GIS raster image layer (ERDAS Imagine .IMG format) containing the classification values for each category of the outdoor area measurements.
 2. A MSA polygon layer (ESRI Shapefile .SHP format) containing square foot values for each category of the outdoor area measurements.

The Deliverables shall be provided by each specified water district service area and the general watershed area by the deadline prescribed in Attachment F. When delivered, both deliverables shall contain the entire congruent area of the specified water district areas. The general watershed area shall be segmented into manageable files (approximately five).

Attachment A - DWR IRWM 2014 Drought Implementation Grant Agreement

Attachment B - Imagery Deliver Areas by Retailer

Attachment C – Flight Path Splits and Retailers

Attachment D – SRI Price Sheet Provided in SRI's Response to SAWPA Request for Proposal

Attachment E - Landscape Analysis Cost Worksheet Task Order 2

Attachment F – Delivery Schedule

Attachment G – Project Area

To implement the Scope of Work, SAWPA and SRI Shall ensure the following conditions are met:

SAWPA will arrange all imagery data delivery to SRI in Lizardtech SID 4 format as provided in the test mosaic samples sent by GEOPHEX on September 21, 2015.

SAWPA will provide SRI with initial parcel and centerline data in ESRI shapefile format. It will be assumed that all existing parcels and centerlines are accepted as accurate for the overall project needs and will only be modified for the parkway areas to create meter service areas.

In order to process the data within the timeframe of this Task Order, SAWPA will ensure deliver at a minimum of 2 imagery data files per week beginning after the Task Order is issued. These imagery data sets will be based on flight path areas in Attachment C. There will be a total of 64 imagery data files.

SRI will use National Map Accuracy Standards (NMAS) and the National Standard for Spatial Data Accuracy (NSSDA). Because the imagery is reported to already exceed these standards and the primary sources for additional GIS data will be County agencies, SRI expects to be able to both exceed these standards for all data and to be able to quantify accuracy in order to meet

the practical aspect of representing proper landform measurements for the parcel or the area for which the parcel/parkway serves.

The software used for the analysis includes: ERDAS Imagine and Signature Tools, ESRI ArcGIS and Extensions and Modelbuilder, and MS Server/Excel Tools.

IV. PERFORMANCE TIME FRAME

SRI shall begin work within five days of the date this Task Order is signed by the Authorized Officer and shall complete performance of such services for each individual water agency by the dates provided in Attachment F

V. SAWPA LIAISON

Dean Unger shall serve as liaison between SAWPA and Consultant.

VI. COMPENSATION

For all services rendered by SRI pursuant to this Task Order, SRI shall receive a total **not-to-exceed sum of \$162,204** in accordance with the rate schedule. Payment of work will be based on the Landscape Analysis Cost Worksheet for each image analysis, split, and parkway data set provided by SRI and accepted by SAWPA. Funding for the services, provided by the State through a grant, will be provided within approximately 120 days upon receipt of invoice by SAWPA. The State shall withhold five percent (5.0%) until January 1, 2016, and ten percent (10.0%), thereafter, of the funds requested by SAWPA for reimbursement of eligible costs. SRI shall provide each such invoice to SAWPA within 15 days after the end of the month in which the services were performed.

VII. CONTRACT DOCUMENTS PRECEDENCE

In the event of a conflict in terms between and among the contract documents herein, the document item highest in precedence shall control. The precedence shall be:

- a. The Agreement for Services by Independent Consultant.
- b. The Task Orders issued pursuant to the Agreement, in numerical order.
- c. Exhibits and Attachments attached to each Task Order, which may describe, among other things, the Scope of Work and compensation therefore.
- d. Specifications incorporated by reference.
- e. Drawings incorporated by reference.

In witness whereof, the parties have executed this Task Order on the date indicated below.

SANTA ANA WATERSHED PROJECT AUTHORITY

Celeste Cantú, General Manager

Date

(CONSULTANT NAME)

(Signature)

Date

Print or Type Name

Attachment A
DWR IRWM 2014 Drought Implementation Grant Agreement

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
SANTA ANA WATERSHED PROJECT AUTHORITY
4600010903
PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) 2014 DROUGHT GRANT
CALIFORNIA PUBLIC RESOURCES CODE §75026 ET SEQ.**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the Santa Ana Watershed Project Authority, a public agency in the Counties of Los Angeles, Orange, Riverside, San Bernardino and 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 Santa Ana Integrated Regional Water Management (IRWM) Plan (the One Water One Watershed 2.0 Plan) pursuant to Chapter 8 (commencing with Section 79560) of Division 26.5 of the California Water Code (CWC), hereinafter collectively referred to as "IRWM Program."
2. **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on June 30, 2018, or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement indicated on page 9.
3. **TOTAL PROJECT COST.** The reasonable Total Cost of the Project is estimated to be \$23,505,110.
4. **GRANT AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$12,860,110.
5. **GRANTEE COST SHARE.** Grantee agrees to fund the difference between the Total Project Cost, and the Grant Amount (amount specified in Paragraph 4). Cost Share consists of Funding Match and Additional Cost Share, as documented in Exhibit B (Budget). Additional Cost Share is the amount necessary to fund the project above the Grant Amount and the Funding Match. Additional Cost Share will not be reviewed by the State for invoicing purposes; however, the Grantee is required to maintain all financial records associated with the project in accordance with Exhibit I (State Audit Document Requirements).
6. **FUNDING MATCH.** Funding Match is defined as the minimum amount of Grantee Cost Share required, and cannot include other State funds. Grantee is required to provide a Funding Match of at least 25% of the Total Project Cost (unless a Disadvantaged Community project waiver is granted). The Grantee's Funding Match is estimated to be \$7,051,533. Grantee's Funding Match may include in-kind services that are part of Exhibit A (Work Plan) and performed after January 1, 2010.
7. **GRANTEE'S RESPONSIBILITY.** Grantee and its representatives shall:
 - a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Budget) and Exhibit C (Schedule).
 - b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 financing.
 - c) Comply with all applicable California laws and regulations.
 - d) Implement the 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.
8. **LOCAL PROJECT SPONSOR'S RESPONSIBILITY.** Grantee shall assign Local Project Sponsors to act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors shall be assigned in accordance with the participating agencies identified in the Interregional Landscape Water Demand Reduction Program grant application. Exhibit F identifies Local Project Sponsors. Local Project Sponsors shall also act on behalf of Grantee in the fulfillment of Grantee responsibilities where specifically specified in this Grant Agreement.

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

State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the projects or to require changes, alterations or other mitigation. Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, and mitigation monitoring programs as may be required prior to beginning construction/implementation.

- 3) A monitoring plan as required by Paragraph 21, "Project Monitoring Plan Requirements."
10. DISBURSEMENT OF FUNDS. State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to Grantee under this Grant Agreement and any and all interest earned by Grantee on such money shall be used solely to pay Eligible Project Costs, as defined in Paragraph 11.
11. ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reasonable administrative expenses may be included as Total Project Costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, and implementation. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the projects including the portion of overhead and administrative expenses that are directly related to the projects included in this Agreement in accordance with the standard accounting practices of the Grantee. Work performed on the projects after January 17, 2014 shall be eligible for reimbursement.
- Costs that are not eligible for reimbursement with State funds cannot be counted as Funding Match. Costs that are not eligible for reimbursement include, but are not limited to the following items:
- a) Costs, other than those noted above, incurred prior to the award date of the Grant.
 - b) Operation and maintenance costs, including post construction performance and monitoring costs.

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

12. METHOD OF PAYMENT. Submit a copy of invoice for costs incurred and supporting documentation to the DWR Project Manager via Grant Review and Tracking Systems (GRanTS). Additionally, the original invoice form with signature and date (in ink) of Grantee's Project Representative, as indicated on page 9 of this Agreement, must be sent to the DWR Project Manager for approval. Invoices submitted via GRanTS shall include the following information:

- a) Costs incurred for work performed in implementing the projects during the period identified in the particular invoice.
- b) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the projects during the period identified in the particular invoice for the implementation of a project.
- c) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - 1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - 2) Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - 3) Sufficient evidence (e.g. receipts, copies of checks, time sheets) as determined by the State must be provided for all costs included in the invoice. Additional Cost Share shall be accounted for separately in the progress reports.
 - 4) Each invoice shall clearly delineate those costs claimed for reimbursement from the State's Grant Amount, as depicted in Paragraph 4, and those costs that represent Grantee's Funding Match, as applicable, in Paragraph 6.
 - 5) DWR Project Manager will notify Grantee, in a timely manner, when, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or are not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Grantee fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs. After the disbursement requirements in Paragraph 9 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via US mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share, and timely Quarterly Progress Reports as required by Paragraph 19, Submission of Reports. Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number.

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

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

- i. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- ii. Terminate any obligation to make future payments to Grantee.
- iii. Terminate the Grant Agreement.
- iv. Take any other action that it deems necessary to protect its interests.

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

15. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:
- a) An urban water supplier that receives grant funds governed by this Grant Agreement shall:
 - 1) Maintain compliance with the Urban Water Management Planning Act (CWC§10610 et. seq.) and Sustainable Water Use and Demand Reduction, Part 2.55. of Division 6 (CWC§10608 et. Seq.). Urban water suppliers that submitted 1420 compliance Table 2 in the 2014 Drought Application, must submit, until June 30, 2016:

- i) The progress toward the 2015 interim gallon per capita per day (GPCD) target. If not meeting the interim target also include a schedule, financing plan, and budget for achieving the GPCD, as required pursuant to CWC § 10608.24.

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

- 2) Have their 2010 UWMP deemed consistent by DWR. The 2015 UWMP update will be required to be submitted to DWR in 2016. For more information visit the following website:
<http://www.water.ca.gov/urbanwatermanagement>

b) An agricultural water supplier receiving grant funding must:

- 1) Comply with Sustainable Water Use and Demand Reduction requirements outlined in Part 2.55 (commencing with §10608) of Division 6 of the CWC. Before July 1, 2016:

- i) Submit a schedule, financing plan, and budget for implementation of the efficient water management practices, required pursuant to CWC § 10608.48, for inclusion in the grant agreement as an Exhibit.

- 2) Have their AWMP deemed consistent by DWR. The next AWMP update will be required in 2016. For more information visit the following website:

<http://www.water.ca.gov/wateruseefficiency/agricultural/agmgmt.cfm>

- c) Grantee's diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the CWC.
- d) Projects with potential groundwater impacts must demonstrate compliance with the groundwater compliance options set forth on pages 13 and 14 of the IRWM Program Guidelines, dated June 2014.
- e) Project Proponents that have been designated as monitoring entities under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program must maintain reporting compliance, as required by CWC§ 10932 and the CASGEM Program.

16. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Projects. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to State.

17. RELATIONSHIP OF PARTIES. Grantee is solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.

18. LABOR COMPLIANCE. Grantee agrees to comply with all applicable California Labor Code requirements and Standard Condition D.28 in Exhibit D. Grantee must, independently or through a third party, adopt and enforce a Department of Industrial Relations-certified Labor Compliance Program (LCP) meeting the requirements of Labor Code section 1771.5 for projects funded by:

- a) Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006; PRC sections 75075 et seq.) or
- 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. All reports shall be submitted to the State's Project Manager, and shall be submitted via DWR's "Grant Review and Tracking System" (GRanTS). If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit G. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such projects.
- Progress Reports: Grantee shall submit progress reports on a regular and consistent basis to meet the State's requirement for disbursement of funds. The reporting period shall not exceed one quarter in length. The progress reports shall be sent via e-mail to the State's Project Manager and shall be uploaded into GRanTS at the frequency specified in Exhibit C, Project Schedule. The progress reports shall provide a brief description of the work performed during the reporting period including: Grantee's activities, milestones achieved, any accomplishments, and any problems encountered in the performance of the work under this Agreement.
 - Water Management Status Report: Until June 30, 2016, Grantee shall submit a status report (s) on implementation of SBx7-7 water conservation status> for the urban water suppliers that submitted 1420 compliance Table 2 in the 2014 Drought Application. Status reports shall be uploaded via GRanTS annually no later than June 30 of every year." By July 1, 2016 all urban water suppliers must submit an UWMP that demonstrates they are meeting the 2015 interim SBx7-7 GPCD target. If not meeting the interim target, the urban water suppliers must also submit, with the UWMP, a schedule, financing plan, and budget for achieving the GPCD, as required pursuant to CWC § 10608.24. These urban water suppliers (that are not meeting their 2015 GPCD target) will subsequently have to submit annual reports that include a schedule, financing plan, and budget for achieving the GPCD, as required pursuant to CWC § 10608.24 every year by June 30, starting June 30, 2017. Failure to progress on implementation may result in continuing grant eligibility actions under paragraph 15.
 - Project Completion Report: Grantee shall prepare and submit to State a separate Project Completion Report for the project included in Exhibit A. Grantee shall submit a Project Completion Report within ninety (90) calendar days of 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.
 - Grant Completion Report: Upon completion of all projects included in Exhibit A, Grantee shall submit to State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Project Completion Report for the final project to be completed under the Grant Agreement. The Grant Completion Report shall include reimbursement status, a brief description of each project completed, and how those projects will further the goals of the IRWM Plan and identify any changes to the IRWM Plan, as a result of project implementation. Retention for the last project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to and approved by the State.
 - Post-Performance Reports: Grantee shall submit Post-Performance Reports. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of 10 years after the completed projects begins operation.
20. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of each project, and shall ensure or cause each

project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Grantee or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 14, "Default Provisions."

21. PROJECT MONITORING PLAN REQUIREMENTS. Grantee shall develop and submit to State a Project Monitoring Plan that incorporates: (1) the Project Performance Monitoring Table requirements outlined in the Proposition 84 2014 IRWM Drought Grant Proposal Solicitation Package (in Exhibit A), and (2) the guidance provided in Exhibit J, "Project Monitoring Plan Guidance."
- A Project Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. See Exhibit H, "Requirements for Statewide Monitoring and Data Submittal", for web links and information regarding other State monitoring and data reporting requirements.
22. STATEWIDE MONITORING REQUIREMENTS. Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76 (commencing with Section 10780) of Division 6 of California Water Code) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board.
23. NOTIFICATION OF STATE. Grantee shall promptly notify State, in writing, of the following items:
- a) Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of a project(s) will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the work plan, schedule or term, and budget.
 - b) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least 14 calendar days prior to the event.
 - c) Final inspection of the completed work on a project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), in accordance with Standard Condition D.19 in Exhibit D. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
24. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- a) By delivery in person.
 - b) By certified U.S. mail, return receipt requested, postage prepaid.
 - c) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - d) By electronic means.

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

25. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
26. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

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

Santa Ana Watershed Project Authority
Celeste Cantu
General Manager
11615 Sterling Avenue
Riverside, CA 92503
Phone: (951) 354-4220
e-mail: ccantu@sawpa.org

Direct all inquiries to the Project Manager:

Department of Water Resources
Teji Sandhu
Division of Integrated Regional Water Management
901 P Street
Sacramento, CA. 94236-0001
Phone: (916) 651-9254
e-mail: Teji.K.Sandhu@water.ca.gov

Santa Ana Watershed Project Authority
Rich Haller
Executive Manager of Engineering & Operations
11615 Sterling Avenue
Riverside, CA 92503
Phone: (951) 354-4220
e-mail: rhaller@sawpa.org

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

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

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

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

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

Date 7/29/15

Santa Ana Watershed Project Authority

Celeste Cantu
Celeste Cantu
General Manager

Date 6-16-15

Approved as to Legal Form and Sufficiency

Spencer Kenner
Spencer Kenner, Assistant Chief Counsel
Office of Chief Counsel

Date 6-29-15



EXHIBIT A WORK PLAN

This Proposition 84 Drought Round 2014 agreement implements 2 projects located in the Santa Ana River and Upper Santa Margarita IRWM Regions.

PROJECT 1: Conservation Based Reporting Tools and Rate Structure Implementation

GRANTEE: Santa Ana Watershed Project Authority (SAWPA)

PROJECT DESCRIPTION: The Conservation Based Reporting Tools and Rate Structure Implementation will implement a suite of measures across the Santa Ana River and the Upper Santa Margarita Watersheds to promote sustainable water-use conservation. The Program will achieve immediate and sustainable water conservation by assisting local retail agencies in developing conservation-based rate structures and providing customers personalized reports on water use through a web-based Water Consumption Reporting and Customer Engagement tool. Additionally, aerial mapping will be developed for the two watersheds to assist in the implementation of these conservation measures.

TASK 1 Direct Project Administration: Budget Category (a)

Task 1.1: Grant and Project Administration

SAWPA staff, in coordination with its five regional member agencies: Eastern Municipal Water District (EMWD), Inland Empire Utilities Agency (IEUA), Orange County Water District (OCWD), San Bernardino Valley Municipal Water District (SBVMWD), and Western Municipal Water District (WMWD), and the lead agency of the Upper Santa Margarita Watershed IRWM Region, Rancho California Water District, will manage the grant agreement by implementing the necessary contract, preparing report and plans, ensuring compliance with grant requirements, and coordinating with local agency staff.

Deliverables:

- Executed funding agreement with DWR
- Financial Statements
- Other Applicable Project Deliverables

Task 1.2: Progress Reporting and Invoicing

SAWPA staff will prepare and submit progress reports, invoices, and appropriate backup documentation for submittal to DWR. Progress reports will be prepared as outlined in Exhibit G. Submittals will include appropriate project deliverables.

Deliverables:

- Progress Reports
- Hardcopy and electronic invoices
- Backup documentation
- Project Deliverables

Task 1.3: Draft and Final Project Reports and Grant Completion Report

SAWPA will prepare a Draft and Final Project Completion Report and submit to DWR for comment and review no later than 90 days after project completion. SAWPA will also prepare a Grant Completion Report upon completion of the agreement. All reports shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

- Draft and Final Project Completion Report
- Grant Completion Report

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

There are no easements or land purchases required for the Program.

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

There is no Assessment and Evaluation, Final Design, Environmental Documentation, or Permitting required for this Program.

Task 3.1: Project Monitoring Plan

SAWPA will develop a detailed Project Monitoring Plan to evaluate the effectiveness of each of the components of the Interregional Landscape Water Demand Reduction Program. This will include:

- Tracking the acre feet (AF) of water saved through the implementation of Conservation Based Rate Structures.
- Tracking the acre feet (AF) of water saved through using web-based the Water Consumption Reporting and Customer Engagement tool

Deliverables:

- Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)

Implementation for this Conservation Program is broken down into the three components of work:

1. Develop and Implement Conservation-Based Rate Structures for customers
2. Application of a web-based Water Consumption Reporting and Customer Engagement Tool
3. Aerial Mapping

Task 4.1: Implementation Contracting

SAWPA will prepare a request for proposals, advertise, evaluate and recommend consultant and contract awards to the SAWPA Project Agreement (PA) 22 Committee for approval. SAWPA will work with selected consultants to implement the components of the Program as listed above.

Agency documentation of contracting activities conducted will be provided to SAWPA for reporting to DWR.

Deliverables:

- Summary of bid process
- Copy of awarded contracts
- Notice to Proceed

Task 4.2 Component 1 – Implementation of Conservation Based Rate Structures

Component 1 will be used to educate policy makers and local water retail agency staff on conservation-based water rate structures, develop new tools to utilize State water efficiency standards for indoor and outdoor water use, evaluate potential water savings and costs to implement conservation rate structures and outreach to over 70 water retail agencies located in the region with more direct assistance to no fewer than five and as many as 10 water retail agencies with implementing conservation-based rate structures within the region.

Subtask 4.2.1 – Conduct Solicitation Workshops & Outreach:

Facilitate approximately two initial workshops in the Santa Ana River Watershed (one in the lower basin and one in the upper basin) targeting water purveyors' elected officials and staff of the more than 70 water retail agencies located in the region. Follow-up workshops will be held for interested retail agencies and a video explaining water rate structures will be produced in order to reach a wide audience of staff and elected officials. Workshops will educate policy makers and staff on conservation-based rate structures, factors used in determining water efficiency standards for outdoor water use, water budget development, billing system requirements and other general issues related to conservation-based rates structure.

Outreach materials will be prepared to promote the program and target potential water purveyors. Outreach materials may include but are not limited to brochures, fact sheets, web blogs, webpages, power point presentations and informational videos (including video production).

Subtask 4.2.2 – Develop Tools that Utilize State Water Efficiency Standards for Indoor and Outdoor Water Use:

Develop tools to meet the State water efficiency standards for indoor and outdoor water use within the region. Assist local agencies to identify the amount of water a parcel needs to meet State water efficiency standards for indoor and outdoor water use as defined under SBX7 and AB1881. Some of the support tools to be used may include but are not limited to: daily evapotranspiration rate data gathering and reporting, water efficiency calculators, a water rate modeling tool and billing system options, and may incorporate landscape square footage and aerial mapping imagery as described in Task 4.4 Component 3. A consultant or public agency may assist water retail agencies in evaluating the potential water savings and costs to implement conservation rate structures within their service areas. Benefits examined will include the avoided cost of purchased water, lower Capital Improvement Program expenditures, and increased watershed quality from lower urban runoff, and will include billing system assessment, potential increase in staff, and public outreach.

Subtask 4.2.3 – Reimburse Costs of Retail Water Agencies for Adopting Conservation-Based Rate Structures:

In addition to the regional tools developed to help local agencies adopt conversation-based rate structures and conserve water, funding will be provided on a reimbursement basis to no fewer than five and as many as 10 water retail agencies.

Subtask 4.2.4 – Implement Conservation-Based Water Rate Structures:

From the work described in Subtask 4.2.2 consultant or public agency will assist no fewer than five and as many as 10 water retail agencies in implementing conservation-based rate structures within the region. This work includes sufficient support to lead these water retail agencies to adopt a conservation based rate structure.

Deliverables:

- Documentation of participating agencies in workshops, including sign-in sheets
- Outreach materials
- Participating agency evaluations of residential water budget with actual use.
- Documentation of implemented support tools such as mapping, billing, and accounting models and systems
- Resolutions of adoption of conservation-based rate structures

Task 4.3 Component 2 – Web-Based Water Consumption Reporting, Analytics and Customer Engagement Tool

This task includes the development and implementation of a web-based Water Consumption Reporting, Analytics and Customer Engagement tool for water retailers in the Santa Ana River Watershed and the EMWD and WMWD service areas within the Upper Santa Margarita Watersheds. This tool will utilize specialized software to integrate into the agencies' active water use efficiency program, and communication technology services to engage retail water agency customers showing current water use and delivering customized messaging and recommendations for taking water conservation actions.

Subtask 4.3.1 Outreach and Training

Outreach and training to educate water purveyors about the tool will be conducted through workshops, with approximately three being conducted throughout the three counties of the Santa Ana River Watershed and approximately two workshops in the USMW (approximate total of eight workshops). Outreach materials may include examples of personalized water consumption reports used with other California water retailers.

Subtask 4.3.2 Customer Engagement Tool Implementation

The engagement tool will be made available, for approximately one year, to the water retailers. After this period of time, the tool will then be evaluated for value and effectiveness. Effectiveness will be determined by calculating the amount of water saved as a result of the tool's implementation.

Deliverables:

- Water Consumption Reporting, Analytics and Customer Engagement Web-portal with access and login capabilities for SAWPA.
- Documentation of participating agencies in workshops, including sign-in sheets.
- Outreach materials

Task 4.4 Component 3 – Aerial Mapping

SAWPA will contract for services to develop high resolution orthorectified imagery including infrared photogrammetry and possibly other technologies that calculate slope measurements, such as, LiDAR and/or Digital Elevation Modeling (DEM) for the service areas of the Santa Ana River Watershed and the Rancho California Water District, EMWD and WMWD service areas within the Upper Santa Margarita Watersheds. This data, which calculates the amount of water thirsty turf, will be processed to assist in the development of map products that will support the development of water conservation tools, such as, conservation based water rates and water efficiency calculators that can provide water demand data up to the retail customer level.

Subtask 4.4.1 – Review and Report on Results of SAWPA/BOR Demonstration Project

SAWPA will review the results of the Santa Ana River Watershed Infrared Imagery Landscape Mapping Demonstration Project. This pilot project was conducted by SAWPA with funding from both the US

Bureau of Reclamation and SAWPA and will be used to share key findings and recommendations to the PA 22 Committee for the aerial mapping component of the project.

Deliverable:

- Technical Memorandum detailing key findings from the Demonstration Project

Subtask 4.4.2 – Conduct Aerial Flights of Urban areas in Watershed

SAWPA will contract with a qualified firm to fly the study area and process the raw aerial data.

Deliverables:

- Raw data set(s)

Subtask 4.4.3 – Data Verification

SAWPA will review the data by using GIS to verify data location accuracy.

Deliverable:

- Statistical Report summarizing the data collected

Subtask 4.4.4 – Data Analysis and Development Landscape Percent Output

SAWPA will contract for and provide consultant oversight during analysis of the data by using GIS imagery tools to classify land use type and estimate the area irrigated for each parcel. This data will then be used to create map products that support the development of water conservation tools.

Deliverables:

- Statistical Summary of Watershed Data
- Map Products

Subtask 4.4.5 – Stakeholder Outreach and Workshop(s)

SAWPA will conduct outreach meetings with stakeholders to share aerial data and receive input on map products. SAWPA will provide approximately two workshops for stakeholders to review the aerial data and map products. The two workshops will include 1) workshop for PA 22 Committee to detail key findings of the Demonstration Project and 2) workshop for Stakeholders to Present Aerial Mapping Data and Draft Mapping Products.

Deliverables:

- Outreach Materials

Subtask 4.4.6 – Reporting

SAWPA will prepare a draft and final report to present the findings and recommendations of the Aerial mapping.

Deliverables:

- Draft Report
- Final Report

PROJECT 2: High Visibility Turf Removal and Retrofit

GRANTEE: Santa Ana Watershed Project Authority (SAWPA)

PROJECT DESCRIPTION: This task will provide incentive rebates to customers for turf removal and installation of drought tolerant landscaping and associated irrigation to augment existing turf removal programs available within the Santa Ana River Watershed and the Rancho California Water District, EMWD and WMWD service areas within the Upper Santa Margarita Watershed. This turf removal program will target "highly visible" publicly owned, institutional, and homeowner's association (HOA) areas for turf replacement. Incentive rebates are anticipated to be up to \$1 per square foot (SF) from the grant and up to \$2 per SF from the Metropolitan Water District (MWD) rebate program referred to as SoCal WaterSmart or similar local rebate program. A minimum of 4,000,000 square feet of turf will be removed from the Santa Ana River Watershed, and a minimum of 950,000 square feet of turf will be removed from the Upper Santa Margarita Watershed.

TASK 1 Direct Project Administration: Budget Category (a)

Task 1.1: Project Administration

SAWPA staff, in coordination with its five regional member agencies: Eastern Municipal Water District (EMWD), Inland Empire Utilities Agency (IEUA), Orange County Water District (OCWD), San Bernardino Valley Municipal Water District (SBVMWD), and Western Municipal Water District (WMWD), and the lead agency of the Upper Santa Margarita Watershed IRWM, Rancho California Water District, will manage the grant agreement by implementing the necessary contract, preparing report and plans, ensuring compliance with grant requirements, and coordinating with local agency staff.

Deliverables:

- Financial Statements
- Other Applicable Project Deliverables

Task 1.2: Progress Reporting and Invoicing

SAWPA staff will prepare and submit progress reports, invoices, and appropriate backup documentation for submittal to DWR. Progress reports will be prepared as outlined in Exhibit G. Submittals will include appropriate project deliverables.

Deliverables:

- Progress Reports
- Hardcopy and electronic invoices
- Backup documentation
- Project Deliverables

Task 1.3: Draft and Final Project Reports and Grant Completion Report

SAWPA will prepare a Draft and Final Project Completion Report and submit to DWR for comment and review no later than 90 days after project completion. SAWPA will also prepare a Grant Completion Report upon completion of the agreement. All reports shall be prepared and presented in accordance with the provision of Exhibit G

Deliverables:

- Draft and Final Project Completion Report
- Grant Completion Report

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

There are no easements or land purchases required for the Program.

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

There is no Assessment and Evaluation, Final Design, Environmental Documentation, or Permitting required for this Program.

Task 3.1: Project Monitoring Plan

SAWPA will develop a detailed Project Monitoring Plan to evaluate the effectiveness of the Institutional, Publicly Owned and HOA Turf Removal Rebate Program by tracking the square feet (SF) of highly visible Institutional, Publicly Owned and HOA Turf Removed.

Deliverable:

- Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)

Each of the SAWPA member agencies will enter into a separate contract with SAWPA in order to receive and allow oversight of grant fund use in each SAWPA member agency area.

For San Bernardino Valley Municipal Water District (SBVMWD), SAWPA will enter into an agreement to implement a turf rebate program within its service area. The other member agencies already have existing turf removal rebate programs that they coordinate with the Metropolitan Water District of Southern California (MWD) SoCal Water\$mart program.

In order to ensure efficient implementation, each of the member agencies may also contract with a landscape contractor to perform the turf removal and replacement within their service area. In selecting a landscape contractor, each of the agencies will conduct their RFP process in accordance with their procurement policy or use their conservation program's existing landscape contractor. Applications can be developed by each agency to define whether the water agency or the applicant hires their own landscape contractor, and how the rebate funding will be administered.

Task 4.1 Implementation

Each of the SAWPA member agencies and rebate partners, working with SAWPA, will implement a turf removal program with an up to \$3/SF rebate. The member agencies will contact the publicly owned, HOAs, and institutional sites within their service areas and conduct the necessary outreach to explain the rebate available and how turf removal can reduce their monthly water bills. The turf removal program will be advertised on the member agencies websites, which will include links to the rebate application for their areas.

Work under this task may include agencies creating their own application that may mirror the MWD SoCal Water\$mart application but also includes the high visibility criteria component. Each rebate applicant in a member agency area may submit the rebate application to the member agency/partnering agency to reserve a rebate in the amount of up to \$2/SF. The member agency or their partnering agency could then offer that rebate application to MWD in order to begin the process to reserve the MWD rebate or similar rebate program.

Subtask 4.1.1 Outreach and Website:

Development of a new interregional website is proposed to provide climate-zone specific landscape guidance and landscaping support to the member agencies. The website may include the majority of the following information, but is not limited to:

- Descriptions of climates by region within the watershed

- Maps showing average evapotranspiration rates
- Information on plant soils including texture, drainage, fertility, compost, mulch, and amendments;
- Irrigation design and layout including equipment, scheduling, non-point source pollution;
- Information and tips on plant care, pruning, pests and a guide to designing landscapes.

Due to its watershed scope, the web based information could be located on SAWPA's website and linked to the member agencies and the IEfficient.com website.

Deliverables:

- Turf Removal Rebate applications from each member agency or partnering agency
- Link to new interregional website
- Outreach activities

**EXHIBIT B
 BUDGET**

Individual Project Title		Implementing Agency	(a) Requested Grant Amount	(b) Required Funding Match aka Cost Share: Non-State Fund Source* (Funding Match)	(c) Additional Cost Share	(d) Total Project Cost	(e) % Required Funding Match
1	Conservation Based Reporting Tools and Rate Structure Implementation	SAWPA	\$ 7,587,610	\$ -	\$ -	\$ 7,587,610	
2	High Visibility Turf Removal and Retrofit	SAWPA	\$ 5,272,500	\$ 7,051,533	\$ 3,593,467	\$ 15,917,500	44%
Proposal Total (Sum rows 1 through 2 for each column)			\$ 12,860,110	\$ 7,051,533	\$ 3,593,467	\$ 23,505,110	30%
The overall funding match for this project is 30%.							

Individual Budgets

Project 1 - Conservation Based Reporting Tools and Rate Structure Implementation					
GRANTEE: SAWPA					
		(a)	(b)	(c)	(d)
Category		Requested Grant Amount	Required Funding Match aka Cost Share: Non-State Fund Source* (Funding Match)	Additional Cost Share	Total Project Cost
(a)	Project Administration	\$ 875,000	\$ -	\$ -	\$ 875,000
(b)	Land Purchase/Easement	\$ -	\$ -	\$ -	\$ -
(c)	Planning/Design/Engineering/ Environmental Documentation	\$ 50,000	\$ -	\$ -	\$ 50,000
(d)	Construction/Implementation	\$ 6,662,610	\$ -	\$ -	\$ 6,662,610
(e)	Grand Total (Sum rows (a) through (d) for each column)	\$ 7,587,610	\$ -	\$ -	\$ 7,587,610
*List sources of funding: Contributions from member agencies, their sub-agencies, and others.					

Project 2 – High Visibility Turf Removal and Retrofit					
GRANTEE: SAWPA					
		(a)	(b)	(c)	(d)
Category		Requested Grant Amount	Req'd Funding Match aka Cost Share: Non-State Fund Source* (Funding Match)	Additional Cost Share	Total Project Cost
(a)	Project Administration	\$ -	\$ -	\$ 100,000	\$ 100,000
(b)	Land Purchase/Easement	\$ -	\$ -	\$ -	\$ -
(c)	Planning/Design/Engineering/ Environmental Documentation	\$ -	\$ -	\$ -	\$ -
(d)	Construction/Implementation	\$ 5,272,500	\$ 7,051,533	\$ 3,493,467	\$ 15,817,500
(e)	Grand Total (Sum rows (a) through (d) for each column)	\$ 5,272,500	\$ 7,051,533	\$ 3,593,467	\$ 15,917,500

*List sources of funding: Contributions from member agencies, their sub-agencies, and others (EMWD, IEUA, OCWD, SBVMWD, WMWD, RCWD, and MWDSC rebate program). The overall funding match for this project is 30%

**EXHIBIT C
SCHEDULE**

Project 1: Conservation Based Reporting Tools and Rate Structure Implementation (SAWPA)	Start Date	End Date	Duration (months)
Task 1 Project Administration: Budget Category (a)	1/17/14	6/30/18	53
Task 1.1 Grant and Project Administration	1/17/14	6/30/18	42
Task 1.2 Quarterly Reporting and Invoicing	1/17/14	3/31/18	50
Task 1.3 Draft and Final Project Reports and Grant Completion Report	4/1/18	6/30/18	3
Task 2 Land Purchase/Easement: Budget Category (b)			
Task 2 Land Acquisition	N/A	N/A	N/A
Task 3 Planning/Design/Engineering/Environmental Documentation: Budget Category (c)	1/17/14	9/30/15	20
Task 3.1 Project Monitoring Plan	1/17/14	9/30/15	20
Task 4 Construction/Implementation: Budget Category (d)	1/17/14	12/31/17	48
Task 4.1 Implementation Contracting	1/17/14	9/30/15	20
Task 4.2 Implementation	1/17/14	12/31/17	48

Project 2: High Visibility Turf Removal and Retrofit (SAWPA)	Start Date	End Date	Duration (months)
Task 1 Project Administration: Budget Category (a)	1/17/14	6/30/18	53
Task 1.1 Project Administration	1/17/14	6/30/18	42
Task 1.2 Quarterly Reporting and Invoicing	1/17/14	3/31/18	50
Task 1.3 Draft and Final Project Reports and Grant Completion Report	4/1/18	6/30/18	3
Task 2 Land Purchase/Easement: Budget Category (b)			
Task 2 Land Acquisition	N/A	N/A	N/A
Task 3 Planning/Design/Engineering/Environmental Documentation: Budget Category (c)	1/17/14	9/30/15	20
Task 3.1 Project Monitoring Plan	1/17/14	9/30/15	20
Task 4 Construction/Implementation: Budget Category (d)	1/17/14	12/31/17	48
Task 4.1 Implementation	1/17/14	12/31/17	48

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

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

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

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

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

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

completion of the Projects, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 14 or take any other action it deems necessary to protect its interests.

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

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

contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.

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

and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a)(1).

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

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

- D.26) INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.
- D.27) INVOICE DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the DWR Project Manager within thirty (30) calendar days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.
- D.28) LABOR CODE COMPLIANCE:** The Grantee will be required to keep informed of and take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, but not limited to, Section 1720 *et seq.* of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5) and payment of prevailing wages for work done and funded pursuant to these Guidelines, including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.
- D.29) MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibit A which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to each Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Project Manager in writing.
- D.30) NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.31) NO DISCRIMINATION AGAINST DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies by signing this Grant Agreement, under penalty of perjury under the laws of State of California that Grantee is in compliance with Public Contract Code section 10295.3.

- D.32) OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.33) PERFORMANCE AND ASSURANCES:** Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in Exhibit A, "Work Plan" and to apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law.
- D.34) PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- D.35) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Projects, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.36) REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.37) RETENTION:** Notwithstanding any other provision of this Grant Agreement, State shall, for each project, withhold five percent (5.0%) until January 1, 2018 and ten percent (10.0%), thereafter, of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Paragraph 19, "Submissions of Reports" as follows: At such time as the "Project Completion Report" required under Paragraph 19 is submitted to and approved by State, State shall disburse the retained funds as to that project to Grantee, except in the case of the last project to be completed under this Grant Agreement, in which case retention for such project will not be disbursed until the "Grant Completion Report" is submitted to and approved by State.
- D.38) RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act., Cal. Gov't Code §6250 *et seq.* Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.39) SEVERABILITY:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.40) STATE REVIEWS:** The parties agree that review or approval of projects applications, documents, permits, plans, and specifications or other project information by the State is for administrative purposes only and does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the projects.
- D.41) SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment if the State determines that:
- a) Grantee, its contractors, or subcontractors have made a false certification, or

- b) Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.42) SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.43) TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.44) TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 14, the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 14.
- D.45) TERMINATION WITHOUT CAUSE:** The State may terminate this Agreement without cause on 30 days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.46) THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.47) TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.48) TRAVEL:** Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds, and shall NOT be eligible for computing Grantee cost match. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement.
- D.49) WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.
- D.50) WORKERS' COMPENSATION:** Grantee affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

**EXHIBIT E
AUTHORIZING RESOLUTION**

RESOLUTION NO. 2014-08

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE SANTA ANA WATERSHED PROJECT AUTHORITY
AUTHORIZING PREPARATION AND SUBMITTAL OF AN APPLICATION
TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES
TO OBTAIN AN INTEGRATED REGIONAL WATER MANAGEMENT
IMPLEMENTATION GRANT**

WHEREAS, the Santa Ana Watershed Project Authority is recognized by the State of California as the regional planning agency to coordinate, prepare, and implement Integrated Regional Water

WHEREAS, the agency recently conducted a process as part of its One Water One Watershed planning process where the Interregional Landscape Water Demand Reduction Program was identified and would provide immediate and sustainable water conservation as well as multiple benefits to the region;

WHEREAS, the Santa Ana Watershed Project Authority has demonstrated that the Interregional Landscape Water Demand Reduction Program has been vetted through the Regional Water Management Group;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Santa Ana Watershed Project Authority (SAWPA) hereby authorizes that an application be prepared and submitted to the California Department of Water Resources to obtain an Integrated Regional Water Management Implementation Grant pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code Section 75001 *et seq.*), and to enter into an agreement to receive grant funding for the Interregional Landscape Water Demand Reduction Program.

BE IT FURTHER RESOLVED, that the General Manager is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with the California Department of Water Resources.

ADOPTED this 15th day of July, 2014.

SANTA ANA WATERSHED PROJECT AUTHORITY

By: _____

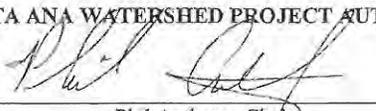

Phil Anthony, Chair

EXHIBIT F
LOCAL PROJECT SPONSORS

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

Local Sponsor Agency Designations		
Sponsored Project	Sponsor Agency	Agency Address
Project 1 – Conservation Based Reporting Tools and Rate Structure Implementation	SAWPA	11615 Sterling Avenue Riverside, CA 92503
Project 2 – High Visibility Turf Removal and Retrofit	SAWPA	11615 Sterling Avenue Riverside, CA 92503

EXHIBIT G

REPORT FORMATS AND REQUIREMENTS

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

PROGRESS REPORTS

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

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

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

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

PROJECT COMPLETION REPORT

Project Completion Reports shall generally use the following format.

Executive Summary

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

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

Reports and/or Products

The following items should be provided:

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

Costs and Dispositions of Funds

A list of showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.

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

Additional Information

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

GRANT COMPLETION REPORT

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

Executive Summary

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

Reports and/or products

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

Cost & Disposition of Funds Information

- A summary of final funds disbursement for each project.

Additional Information

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

integration of project benefits and a comparison of actual benefits versus those discussed in the original proposal.

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

POST-PERFORMANCE REPORT

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

Reports and/or products

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

EXHIBIT H
REQUIREMENTS FOR STATEWIDE MONITORING AND DATA SUBMITTAL

Surface and Groundwater Quality Data

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

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

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

Groundwater Level Data

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

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

State Audit Document Requirements

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

Internal Controls:

1. Organization chart (e.g., Agency's overall organization chart and organization chart for this Grant Agreement's funded project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) State funding expenditure tracking
 - e) Guidelines, 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

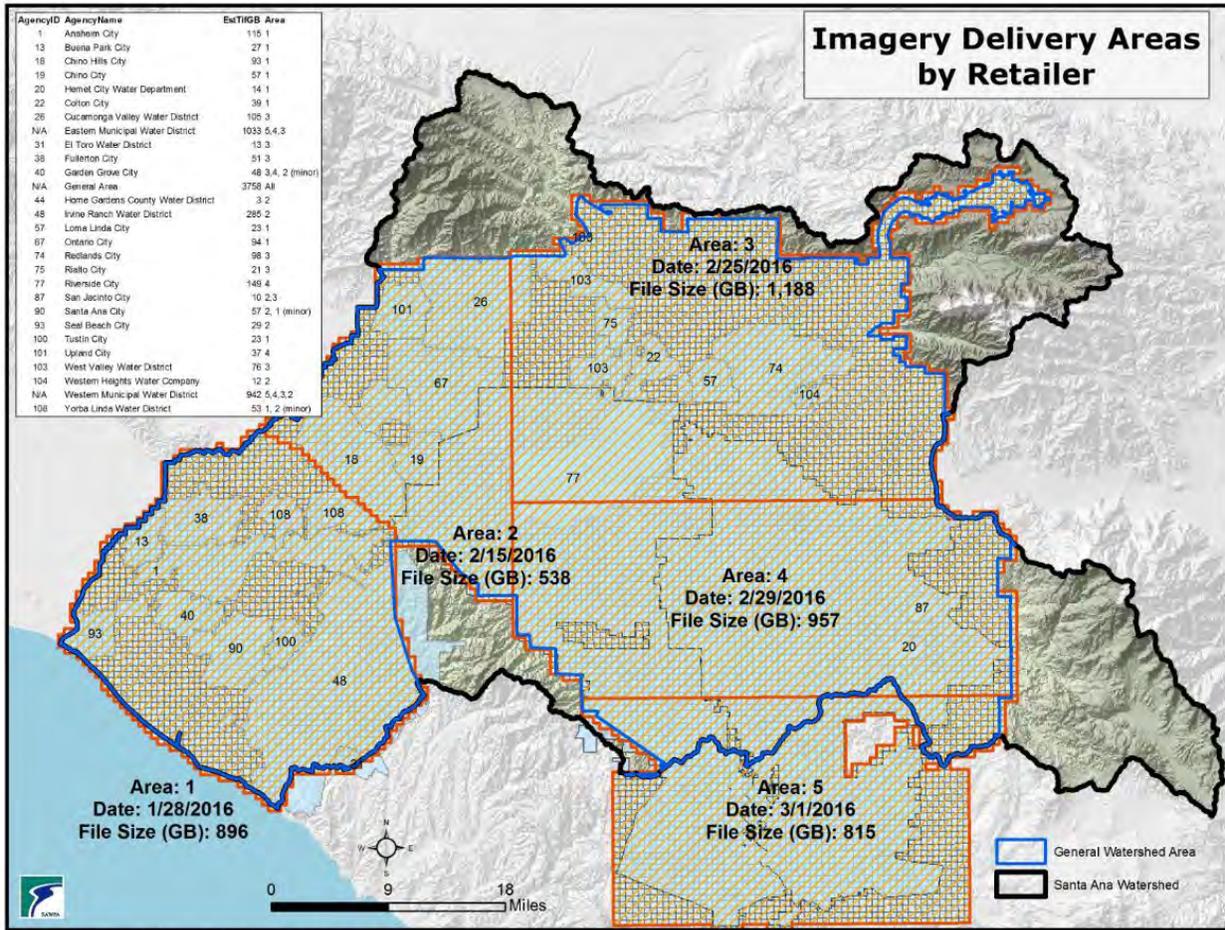
Please include a brief description of the project (maximum ~150 words) including project location, implementation elements, and need for project (what problem will the project address).

Project Monitoring Plan Components

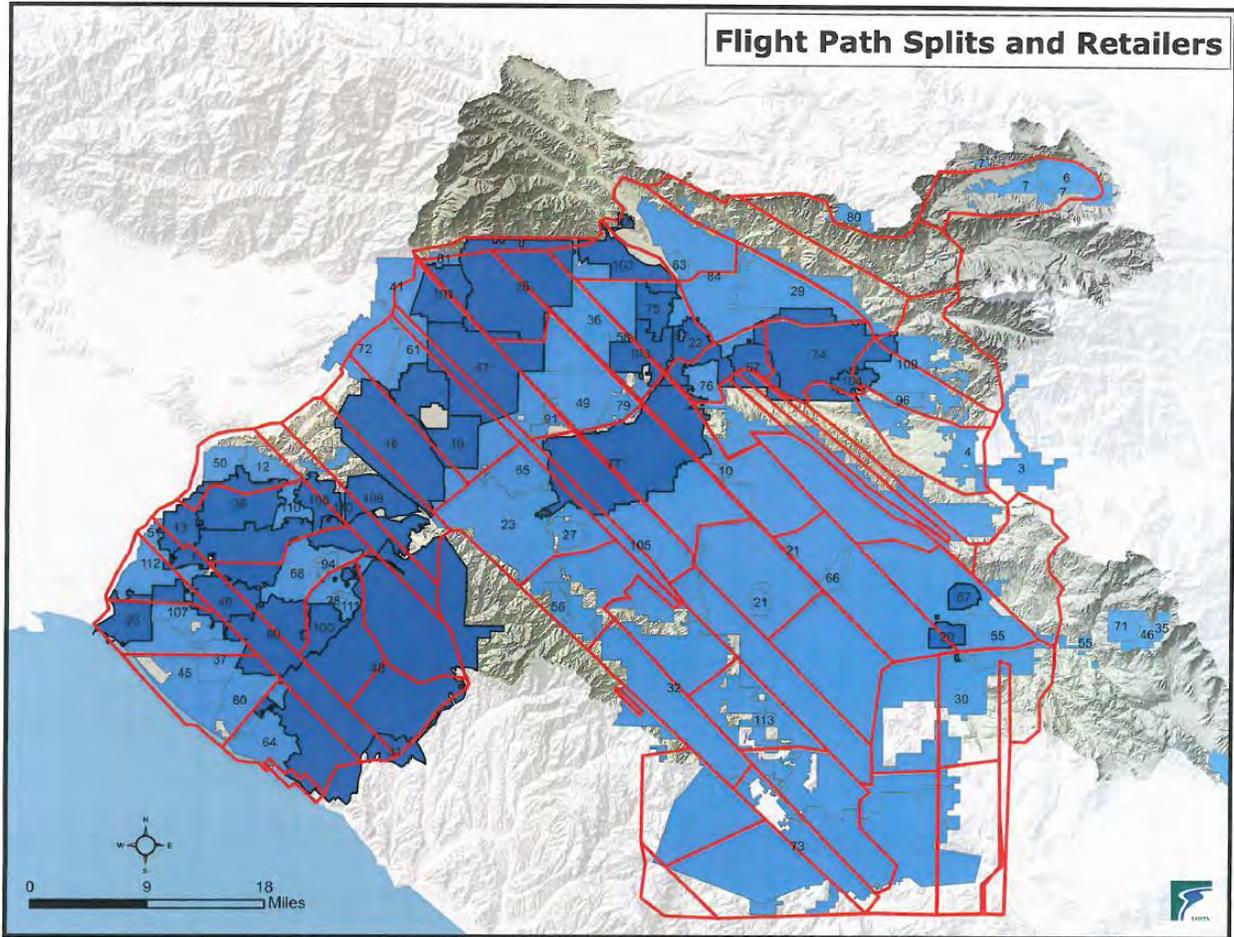
The Project Monitoring Plan should contain responses to the following questions:

- 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?

Attachment B
Imagery Delivery Areas by Retailer



Attachment C
Flight Path Splits By Retailer

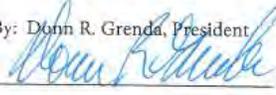


Attachment D
SRI original price sheet

SAWPA Price Proposal Guidelines

Shape File	<50 Square Miles	<200 Square Miles	<1,000 Square Miles	<2,000 Square Miles	>2,000 Square Miles
Image Analysis Layer UTM Zone 11 NAD83 Attributes: Turf, Tree, Shrub, Other Veg Irrigated, Other Veg Non-Irrigated	\$101.00	\$71.00	\$42.00	\$25.00	\$15.00

Shape File	<100,000 Parcels	<200,000 Parcels	< 500,000 Parcels	< 1,000,000 Parcels	> 1,000,000 Parcels
Landscape split by Parcels Area Calced	\$0.0084	\$0.0059	\$0.0035	\$0.0021	\$0.0013
Parkway added to Parcels fronting road	\$0.0620	\$0.0558	\$0.0446	\$0.0357	\$0.0286
Area with Slope Calculation using 1 Foot Contours	\$0.0099	\$0.0069	\$0.0041	\$0.0025	\$0.0015

Approved By: Donn R. Grenda, President
 Signature:  Date: 8-19-2015

Attachment E
Landscape Analysis Cost Worksheet

Image Analysis Layer Costs by Delivery Area

Delivery Areas	Square Miles	Rate	Cost
1	526.1	42	\$22,096.20
2	315.6	42	\$13,255.20
3	697.3	42	\$29,286.60
4	561.8	42	\$23,595.60
5	478.3	42	\$20,088.60
			\$108,322.20

Parcel conversion to Meter Service Areas Costs by Parcel Count

County Parcel Set	Parcels	Landscape Split Rate	Parkway add Rate	Parcels intersect Slope Area	Slope Parcel Cost	Cost of Splits	Cost of Parkways	cost of Slopes
Orange	672,394	0.0021	0.0286	91,693	0.0099	1,412.03	19,230.47	907.76
SanBernardino	426,271	0.00357	0.0286	36,993	0.0099	1,521.79	12,191.35	366.23
Riverside	570,420	0.0021	0.0286	74,744	0.0099	1,197.88	16,314.01	739.97
						\$4,131.70	\$47,735.83	\$2,013.96
								Total= \$53,881.48

Image Analysis Layer by Square Miles = **108,322.20**

Splits, Parkway, and Slope by Parcel = **53,881.48**

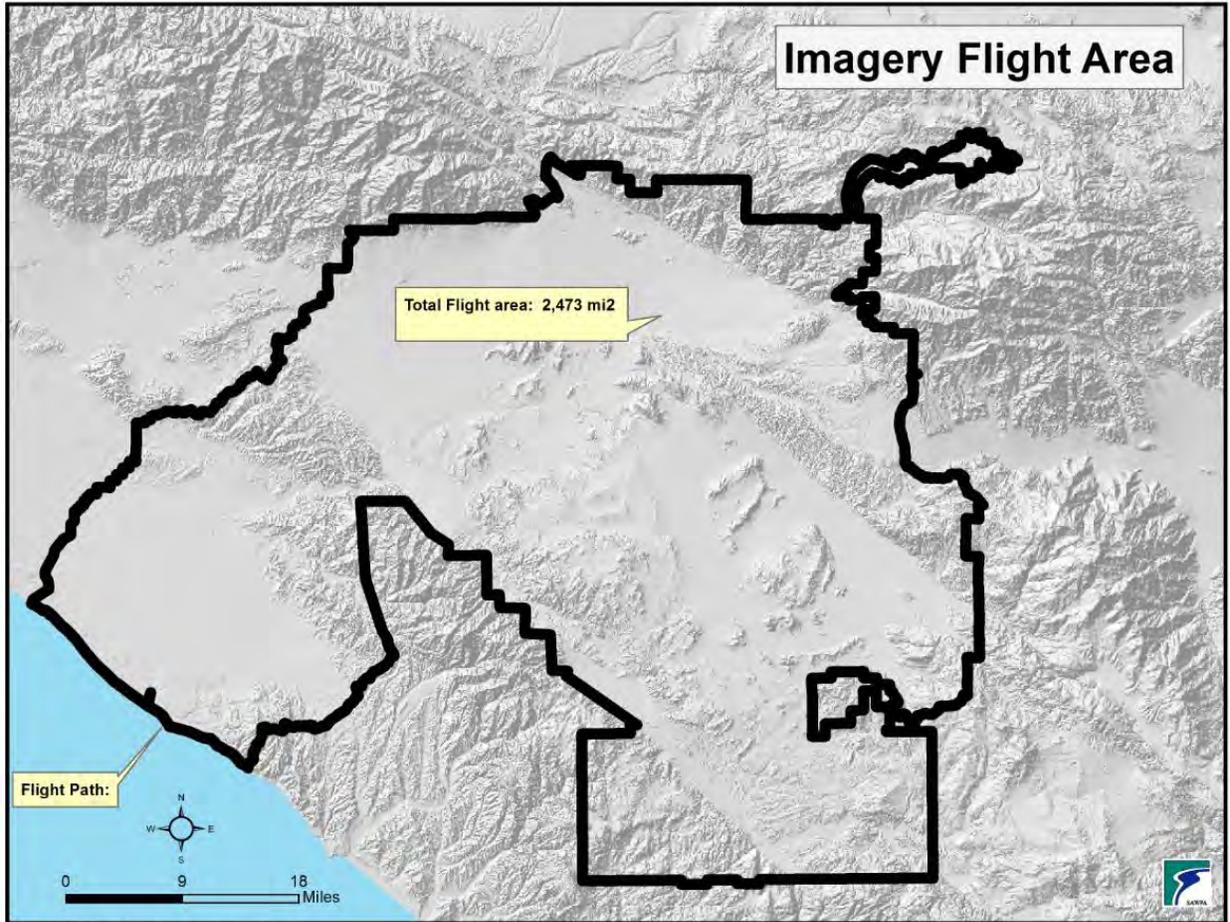
Total = 162,203.68

Attachment F
Delivery Schedule

Area	Date Geophex Delivery	SRI Agency Priority	Agency/Delivery Area	SRI Delivery Deadline to SAWPA
Priority Water Rate Agencies				
1	28-Jan-16		Orange County Delivery	
		1	Tustin City	3/9/2016
2	15-Feb-16		West San Bernardino County Delivery	
		2	Chino City	3/24/2016
		3	Chino Hills City	3/28/2016
3	25-Feb-16		East San Bernardino County Delivery	
		4	Redlands City	4/13/2016
		5	Rialto City	3/30/2016
		6	West Valley WD	3/31/2016
4	29-Feb-16		North Riverside County Delivery	
		7	Riverside City	5/22/2016
5	1-Mar-16		South Riverside County Delivery	
		8	Hemet City	5/30/2016
		9	San Jacinto City	5/11/2016
Wholesalers				
3,4,5	1-Mar-16	10	Eastern Municipal WD	7/5/2016
2,3,4,5	1-Mar-16	11	Western Municipal WD	6/21/2016
1	28-Jan-16	16	MWD of Orange County	6/7/2015
3	25-Feb-16	17	San Bernardino Valley MWD	6/15/2016
Additional Rate Agencies				
1	28-Jan-16	14	Garden Grove City	2/19/2016
2	15-Feb-16	15	Cucamonga Valley WD	4/11/2016
Confirmed Interested Agencies				
1	28-Jan-16	12	Fullerton City	5/14/2016
1	28-Jan-16	18	Newport Beach	5/22/2016
4	29-Feb-16	13	Moreno Valley City	7/5/2016
General Watershed Area				
All	1-Mar-16	14	All	8/1/2016
Possible Agencies*				
4	29-Feb-16	15+	Home Gardens CountyWD	6/1/2016
2	15-Feb-16	15+	Ontario City	7/1/2016
2	15-Feb-16	15+	Upland City	7/4/2016
3	25-Feb-16	15+	Big Bear CSD	6/29/2016
3	25-Feb-16	15+	Big Bear City	6/30/2016
3	25-Feb-16	15+	Colton City	8/1/2016
3	25-Feb-16	15+	Loma Linda City	8/1/2016
3	25-Feb-16	15+	Western Heights Water Co.	8/1/2016
1	28-Jan-16	15+	El Toro WD	8/1/2016
1	28-Jan-16	15+	Irvine Ranch WD	8/1/2016
1	28-Jan-16	15+	Santa Ana City	8/1/2016
1	28-Jan-16	15+	Seal Beach City	8/1/2016
1	28-Jan-16	15+	Anaheim City	8/1/2016
1	28-Jan-16	15+	Buena Park City	8/1/2016
1	28-Jan-16	15+	Yorba Linda WD	8/1/2016

If time is available and all other priority agencies for delivered Area(s) have been completed by SRI, SRI shall to the best of its ability complete work on agencies within Areas (1-5) that have been delivered by Geophex.

Attachment G
Flight Area



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