REGULAR COMMISSION MEETING
TUESDAY, MARCH 1, 2016 – 9:30 A.M.

AGENDA

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE (Thomas P. Evans, Chair)

2. ROLL CALL

3. PUBLIC COMMENTS
   Members of the public may address the Commission on items within the jurisdiction of the Commission; 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.

4. APPROVAL OF MEETING MINUTES: FEBRUARY 16, 2016 ................................................................. 5
   Recommendation: Approve as posted.

5. WORKSHOP DISCUSSION AGENDA
   A. REPORT ON STRATEGIC REVIEW
      Presenter: Paul Brown, Paul Redvers Brown, Inc.
      Recommendation: Receive and file.
   B. PRESENTATION ON THE SANTA ANA RIVER CONSERVATION & CONJUNCTIVE USE PROGRAM (SARCCUP)
      Presenters: John Rossi | Joe Grindstaff | Doug Headrick | Paul D. Jones | Michael Markus
      Recommendation: Receive and file.

6. NEW BUSINESS
   A. APPROVAL OF THE OUTREACH CONSULTANT FOR THE WATER-ENERGY COMMUNITY ACTION NETWORK PROJECT (CM#2016.15) .......................................................... 11
      Presenter: Ian Achimore
      Recommendation: Authorize staff to execute the Outreach Consultant General Services Agreement and Task Order with WaterWise Consulting, Inc., doing business as Green Media Creations, in the amount of $170,000 to implement the turf removal outreach portion of the Water-Energy Community Action Network Project.
   B. APPROVAL OF THE RESIDENTIAL TRAINING PORTION OF THE WATER-ENERGY DEVICE SUB-AGREEMENT FOR THE WATER-ENERGY COMMUNITY ACTION NETWORK PROJECT (CM#2016.16) .......................................................... 95
      Presenter: Ian Achimore
      Recommendation: Authorize staff to execute the Sub-Agreement with Orange County Coastkeeper for $92,520 to implement the residential-training portion of the Water-Energy Community Action Network Project.
C. APPROVAL OF THE LANDSCAPING CONTRACTOR’S CONTRACT FOR THE WATER-ENERGY COMMUNITY ACTION NETWORK PROJECT (CM#2016.17) 135

Presenter: Ian Achimore
Recommendation: Authorize staff to execute the Landscape General Services Agreement and Task Order with EcoTech Services, Inc., in the amount of $1,300,000 to implement the drought-tolerant landscaping portion of the Water-Energy Community Action Network Project.

D. APPROVAL OF THE WATER-ENERGY DEVICE SUB-AGREEMENTS FOR THE WATER-ENERGY COMMUNITY ACTION NETWORK PROJECT (CM#2016.18) 207

Presenter: Ian Achimore
Recommendation: Authorize staff to execute the following Sub-Agreements to implement the water-energy savings device installation portion of the Water-Energy Community Action Network Project: (1) Community Action Partnership of Orange County for $16,628; (2) Community Action Partnership of Riverside County for $85,000; and, (3) Community Action Partnership of San Bernardino for $868,153.

7. INFORMATIONAL REPORTS

Recommendation: Receive and file the following oral/written reports/updates.

A. CHAIR’S COMMENTS/REPORT

B. COMMISSIONERS’ COMMENTS

C. COMMISSIONERS’ REQUEST FOR FUTURE AGENDA ITEMS

8. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – EXPOSURE TO LITIGATION – PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(2) Number of Potential Cases: Two

9. 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. 48-hour notification 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 Wednesday, February 24, 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 - SAWPA Commission Meetings/Events

First and Third Tuesday of the Month

(NOTE: Unless otherwise noted, all Commission Workshops/Meetings begin at **9:30 a.m.**, and are held at SAWPA.)

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<tr>
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<tr>
<td>1/5/16</td>
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<td>11/29 – 12/2/16</td>
<td>ACWA Fall Conference, Anaheim</td>
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<td>Regular Commission Meeting</td>
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COMMISSIONERS PRESENT  
Thomas P. Evans, Chair, Western Municipal Water District  
Ed Killgore, Vice Chair, San Bernardino Valley Municipal Water District  
Ronald W. Sullivan, Secretary-Treasurer, Eastern Municipal Water District  
Phil Anthony, Orange County Water District  
Terry Catlin, Inland Empire Utilities Agency

COMMISSIONERS ABSENT  
None.

ALTERNATE COMMISSIONERS PRESENT; NON-VOTING  
Jasmin Hall, Alternate, Inland Empire Utilities Agency  
Steve Copelan, Alternate, San Bernardino Valley Municipal Water District  
Roman Reyna, Alternate, Orange County Water District

STAFF PRESENT  
Celeste Cantú, Rich Haller, Larry McKenney, Mark Norton, Karen Williams, Dean Unger, David Ruhl, Carlos Quintero, Ian Achimore, Lucas Gilbert, Mike Antos, Kelly Berry

The Regular Commission Meeting of the Santa Ana Watershed Project Authority was called to order at 9:30 a.m. by Chair Evans at the Santa Ana Watershed Project Authority, 11615 Sterling Avenue, Riverside, California.

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE**  
   Commissioner Anthony led the Pledge of Allegiance.

2. **ROLL CALL**  
   Roll call was duly noted and recorded by the Clerk of the Board.

3. **PUBLIC COMMENTS**  
   There were no public comments.

4. **SPECIAL COMMENDATION**  
   A. **WELCOME COUNCILMEMBER ROMAN REYNA AND WATERSHED MANAGER MIKE ANTOS**  
   Commissioner Phil Anthony introduced City of Santa Ana Councilmember Roman Reyna, the newly appointed alternate Commissioner representing Orange County Water District.  
   Celeste Cantú introduced Mike Antos who was recently hired as the new Watershed Manager, following a rigorous selection process. Mr. Antos comes to SAWPA from the Center of Urban Water Resilience at Cal State University Northridge, where he was the Director. Prior to that, he worked with the Council for Watershed Health in Los Angeles.
5. **CONSENT CALENDAR**

A. **APPROVAL OF MEETING MINUTES: JANUARY 19, 2016**  
   Recommendation: Approve as posted.

B. **APPROVAL OF MEETING MINUTES: FEBRUARY 2, 2016**  
   Recommendation: Approve as posted.

C. **TREASURER’S REPORT – DECEMBER 2015**  
   Recommendation: Approve as posted.

D. **TREASURER’S REPORT – JANUARY 2016**  
   Recommendation: Approve as posted.

MOVED, approve the Consent Calendar.

Result: **Adopted (Unanimously; 5-0)**

Motion/Second: Anthony/Killgore  
Ayes: Anthony, Catlin, Evans, Killgore, Sullivan  
Nays: None  
Abstentions: None  
Absent: None

6. **NEW BUSINESS**

A. **COMMISSIONERS’ COMPENSATION**

   The Commission took no action, providing for a five percent (5%) increase in Commissioners’ compensation to $197.82, in accordance with Ordinance No. 1997-2.

B. **AUDIT SERVICES CONTRACT EXTENSION (CM#2016.11)**

   Karen Williams provided an oral presentation. The current audit relationship with White Nelson Diehl Evans LLP (WNDE) has been in force since the Agency’s audit for FY ending June 30, 2013. The contract includes an option to extend the term for an additional two years, which is staff’s recommendation. WNDE is a very reputable firm and has done an excellent job for the Agency over the past three years.

MOVED, authorize the issuance of a Task Order with White Nelson Diehl Evans LLP., for audit services and extend the current contract for an additional two (2) years.

Result: **Adopted (Unanimously; 5-0)**

Motion/Second: Anthony/Sullivan  
Ayes: Anthony, Catlin, Evans, Killgore, Sullivan  
Nays: None  
Abstentions: None  
Absent: None

C. **INLAND EMPIRE BRINE LINE REACH 5 REHABILITATION AND IMPROVEMENT PROJECT – PHASE 2 (NICHOLS ROAD RELOCATION) (CM#2016.12)**

   David Ruhl provided a PowerPoint presentation on the Inland Empire Brine Line Reach 5 Rehabilitation and Improvement Project – Phase 2 (Nichols Road Relocation), which includes the relocation of approximately 4,300 feet of the Reach V Brine Line from the Castle and Cooke easement to Nichols Road, and raising the profile of approximately 800 feet of the existing pipeline within Nichols Road currently buried up to 35 feet deep.
Public Works Construction

In November 2015, staff received Commission approval to issue a Notice Inviting Bids; construction documents included two Bid Schedules – Bid Schedule A (includes the relocation of 4,300 feet of existing Brine Line pipe and raising the profile of 800 feet of the existing pipeline) and Bid Schedule B (includes the relocation of 4,300 feet of existing Brine Line pipe and connection to the existing brine line depth of up to 35 feet).

Construction Bids were received and opened on January 21, 2016. The engineering’s estimate for Schedule A was $2,046,000 and the engineer’s estimate for Schedule B was $1,890,000. Five bids were received as follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Schedule A Total Bid</th>
<th>Schedule B Total Bid</th>
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<tbody>
<tr>
<td>Weka, Inc.</td>
<td>$1,941,967</td>
<td>$1,821,252</td>
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<tr>
<td>Trautwein Construction (1)</td>
<td>$1,953,700</td>
<td>$2,105,700</td>
</tr>
<tr>
<td>Genesis Construction</td>
<td>$2,027,777</td>
<td>$1,924,777</td>
</tr>
<tr>
<td>GRFCO, Inc. (2)</td>
<td>$2,035,500</td>
<td>$1,793,500</td>
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<tr>
<td>TBU, Inc.</td>
<td>$2,567,900</td>
<td>$2,359,900</td>
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Note 1: A discrepancy was found in Trautwein’s Bid. The quantity multiplied by the unit price was incorrect for two line items on the Bid Schedule. The amount shown is the corrected bid amount.

Note 2: Bid is rejected for not meeting the minimum qualifications specified in the Contract Documents.

Based on staff’s analysis, Weka, Inc., submitted the lowest, responsive, responsible bid for both Schedule A and Schedule B, and is qualified to perform the work. Due to the competitive price of the low bid for Schedule A and the potential risks and difficulty of maintaining and operating the brine line at a depth up to 35 feet, staff recommends awarding of Schedule A.

Construction Management Services

In October 2014, the Commission authorized Vali Cooper & Associates (VCA) to provide Construction Management (CM) and Inspection Services for Phase 1 (Reach V CIPP) of the Project; VCA submitted a scope of work and budget to provide CM and Inspection Services for Phase 2 (Nichols Road Relocation) of the Project. Staff has reviewed VCA’s submittals and determined that it is sufficient to meet the needs of a construction job of this size. By utilizing staff from Phase 1 (Contract Manager, Construction Manager and Office Engineer), VCA will provide the most efficient and cost effective staff for Phase 2.

Engineering Support Services

In September 2013, the Commission approved a Task Order with Dudek for design services for Phase 1 (Reach V CIPP) and Pase 2 (Nichols Road Relocation) of the project. Dudek submitted a scope of work for engineering support services during construction, including review of contractor’s request for information (RFI), review of contractor submittals, technical support, and preparation of record drawings and archeological monitoring – in compliance with SRF Loan recommendations.
MOVED, authorize the General Manager to approve:

1. Award a contract for public works construction to the lowest, responsive, responsible bidder (Schedule A), Weka Inc., for the Inland Empire Brine Line Reach V Rehabilitation and Improvement Project – Phase 2, in an amount not to exceed $1,941,967, and waive the minor irregularities;

2. Execute Task Order No. VALI326-03 in an amount not-to-exceed $196,380 with Vali Cooper & Associates, Inc. to provide Construction Management Services for the Inland Empire Brine Line Reach V Rehabilitation and Improvement Project – Phase 2; and,

3. Execute Task Order No. DUDK326-04 in an amount not-to-exceed $64,300 with Dudek, to provide Engineering Services during Construction for the Inland Empire Brine Line Reach V Rehabilitation and Improvement Project – Phase 2.

Result: Adopted (Unanimously; 5-0)
Motion/Second: Anthony/Catlin
Ayes Anthony, Catlin, Evans, Killgore, Sullivan
Nays: None
Abstentions: None
Absent: None

D. MEMORANDA OF UNDERSTANDING TO ACCEPT LOCAL COST-SHARE FOR THE WATER-ENERGY COMMUNITY ACTION NETWORK PROJECT (CM#2016.13)
Ian Achimore provided a PowerPoint presentation on MOUs to Accept Local Cost-Share for the Water-Energy Community Action Network Project, which is funded by AB 32 Water-Energy Grant by the DWR. In each service area, the landscape contractor is slated to remove 65,000 square feet of turf, with a $520,000 budget from partnering agencies and $780,000 in grant funding for turf removal. The total project budget is $2,859,823, which includes energy saving devices. The MOU stipulates that the partnering agencies will provide their cost share upfront, which will allow SAWPA to negotiate a reduced price with the landscape contractor.

In March, staff will bring to the Commission for consideration a Task Order and General Services Agreement for the landscape contractor and the DAC community outreach consultant, as well as other agreements for energy saving device installation and for development of a landscape manual.

MOVED, authorize the General Manager to execute the Memorandum of Understanding (MOU) with the Fontana Water Company, Jurupa Community Services District, City of Santa Ana, West Valley Water District, and Western Municipal Water District to implement the Water-Energy Community Action Network Project.

Result: Adopted (Unanimously; 5-0)
Motion/Second: Anthony/Catlin
Ayes Anthony, Catlin, Evans, Killgore, Sullivan
Nays: None
Abstentions: None
Absent: None

E. UPDATE ON OCSD AND SAWPA ORDINANCE REVISIONS (CM#2016.14)
Lucas Gilbert presented a PowerPoint update on OCSD and SAWPA Ordinance Revisions. OCSD is in the process of updating and revising their Sewer Use Ordinance; SAWPA is required to update its Ordinance to include the relevant OCSD revisions. Gilbert reviewed the OCSD Ordinance Updates, Local Limit Revisions, and SAWPA’s timetable. OCSD is scheduled to adopt the revised Ordinance
on February 24. Staff anticipates an internal draft will be sent to member agencies for review by March 1. Draft submittal will be provided to OCSD for its review by April 1, followed by a workshop with OCSD for SAWPA and OCSD staff to review the submitted draft. OCSD’s comments will be incorporated into SAWPA final draft, which will then be released for public review. A Public Hearing before the Commission will take place 45 days after public release; prior to that time, SAWPA staff will conduct a workshop for the Brine Line dischargers.

Gilbert noted The EPA pretreatment compliance inspection of OCSD|SAWPA will take place April 4 and 5.

Rich Haller provided information on the March 8 TSS formation workshop. This will be a time to provide input on TSS formation and evaluate proposed revisions to the billing formula. Staff will bring the revised billing formula to the Commission for consideration in April.

Commissioner Sullivan requested an explanation as to why TSS formation and the formula are increasing – what is the cause? He also requested vetting recommendations of Trussell Technologies, Inc., perhaps by qualified local university staff. He applauded Haller for working with the member agencies during this process.

7. **INFORMATIONAL REPORTS**

   **Recommendation:** Receive and file the following oral/written reports/updates.

   A. **UPDATE ON OWOW PROJECT IMPLEMENTATION FOR DROUGHT RESPONSE FUNDED BY THE 2014 PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT GRANT (CM#2016.8)**
   
   **Presenter:** Mark Norton

   B. **UPDATE ON THE DEPARTMENT OF WATER RESOURCES’ FINAL FUNDING ANNOUNCEMENT FOR THE 2015 PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT GRANT SOLICITATION (CM#2016.9)**
   
   **Presenter:** Mark Norton

   C. **PROPOSED 2016 WATER BOND (CM#2016.10)**
   
   **Presenter:** Mark Norton

   D. **CASH TRANSACTIONS REPORT – DECEMBER 2015**
   
   **Presenter:** Karen Williams

   E. **INTER-FUND BORROWING – DECEMBER 2015 (CM#2016.5)**
   
   **Presenter:** Karen Williams

   F. **PERFORMANCE INDICATORS/FINANCIAL REPORTING – DECEMBER 2015 (CM#2016.6)**
   
   **Presenter:** Karen Williams

   G. **SECOND QUARTER FYE 2016 EXPENSE REPORTS**
   
   - Staff
   - General Manager
   
   **Presenter:** Karen Williams

   
   **Presenter:** Karen Williams
I. **FINANCIAL REPORT FOR THE SECOND QUARTER ENDING DECEMBER 31, 2015**
   - Inland Empire Brine Line (IEBL)
   - SAWPA
   **Presenter:** Karen Williams

J. **GENERAL MANAGER’S REPORT**
   
   A discussion ensued regarding the permanent drought regulations; it was the consensus of the Commission that SAWPA should communicate its position to the Regional Board, including traveling to Sacramento to speak before the Board if necessary.

K. **STATE LEGISLATIVE REPORT**
   **Presenter:** Celeste Cantú

L. **CHAIR’S COMMENTS/REPORT**

M. **COMMISSIONERS’ COMMENTS**

N. **COMMISSIONERS’ REQUEST FOR FUTURE AGENDA ITEMS**

8. **CLOSED SESSION**
   There was no Closed Session.

9. **ADJOURNMENT**
   There being no further business for review, Chair Evans adjourned the meeting at 10:20 a.m.

Approved at a Regular Meeting of the Santa Ana Watershed Project Authority Commission on Tuesday, March 1, 2016.

_____________________________________
Thomas P. Evans, Chair
Attest:

_____________________________________
Kelly Berry, CMC
Clerk of the Board
COMMISSION MEMORANDUM NO. 2016.15

DATE: March 1, 2016
TO: SAWPA Commission
SUBJECT: Approval of the Outreach Consultant Contract for the Water-Energy Community Action Network Project
PREPARED BY: Ian Achimore, Senior Watershed Manager

RECOMMENDATION
That the Commission authorize Staff to execute the Outreach Consultant General Services Agreement and Task Order with WaterWise Consulting, Inc., doing business as Green Media Creations, in the amount of $170,000 to implement the turf removal outreach portion of the Water-Energy Community Action Network Project.

DISCUSSION
As a result of the SAWPA Commission’s approval of the Request for Proposals (RFP) Energy-Water Conservation Program Outreach and Management on October 6, 2015, SAWPA received four proposals from the following organizations:

1. BKi;
2. Center for Sustainable Energy;
3. Community Action Partnership of Orange County; and

A panel including conservation program managers from three of the partnering agencies, including SAWPA member agency WMWD, conducted follow-up interviews and found Green Media Creations submitted the strongest proposal. Green Media Creations has extensive experience in working with disadvantaged communities and has also worked for several water agencies including Metropolitan Water District of Southern California.

Through the Task Order, the outreach consultant will reach out to members of disadvantaged communities to register them for the turf removal component of the Project. The tasks to be performed include, but are not limited to:

- Describe the Project eligibility requirements to residents and the requirement to maintain the landscape for at least five years to ensure water savings;
- Explain the Project’s registration, release of liability and hold harmless forms;
- Educate the resident on the water savings from drought tolerant landscaping;
- Present several landscape options to residents;
- Describe and be knowledgeable of plant types used in the Project, cool season and warm season turf, the landscape contractor’s processes to kill turf, mulch, irrigation systems, and the boundaries of the partnering water agencies; and
- Provide and operate a bilingual customer service center with proper staffing levels to support possible high call volume.
To ensure residents are registered early within the Project schedule so the landscape contractor has sufficient time to perform the landscaping before the Project deadline, the Task Order includes a $30,000 commission of if the outreach consultant is able to fully register residents for removal of approximately 260,000 square feet of turf in each of the four service areas by February 28, 2017. Staff will be monitoring monthly invoices from the consultant and progress made to ensure the Project is implemented within budget.

This contract addresses outreach related to turf removal. Under a different contract being considered in a separate Commission action, the Community Action Partnership organizations will conduct appropriate outreach for the installation of water-energy saving devices portion of the overall Project.

BACKGROUND
On October 6, 2015, the Commission approved the issuance of the RFP for Energy-Water Conservation Program Outreach and Management to solicit competitive proposals to identify a firm or individual that is well qualified, professional and has the capacity to this level of service for program outreach and a call-in center.

As discussed at the February 16, 2016 Commission meeting, the partnering agencies cost share will allow the Project to be implemented in four retail water agency service areas:

1. Fontana Water Company
2. Jurupa Community Services District
3. Santa Ana City
4. West Valley Water District

In each of the four service areas, a landscape contractor will remove 65,000 square feet of residential turf and replace it with drought tolerant landscaping. Based on estimates developed by the Metropolitan Water District of Southern California, this removal will save 44 gallons annually per square feet of turf removed. Each project site will be held to a 750 to 1,000 square foot range. With this range in place, 65 to 86 disadvantaged community homes per service area will be included in the Project, for a total of 260 to 347 homes for the overall Project. A maximum $100 deposit will be required for participation to minimize cancellations by residents when individual projects have started and costs have been expended.

RESOURCE IMPACTS
The $170,000 Task Order is funded by a grant from the Department of Water Resources through the Greenhouse Gas Reduction Fund. The total budget for the grant is $2,339,823.

Attachments:
1. General Services Agreement with Green Media Creations
2. Task Order with Green Media Creations
3. RFP Response
4. SAWPA RFP For Drought-Tolerant Landscaping Services
This Agreement is made this ___ day of _____, 2016 by and between the Santa Ana Watershed Project Authority ("SAWPA") located at 11615 Sterling Ave., Riverside, CA, 92503 and WaterWise Consulting, Inc. doing business as Green Media Creations ("Consultant") whose address is 3607 W. Magnolia Blvd., Ste. N, Burbank, CA 91505.

RECITALS
This Agreement is entered into on the basis of the following facts, understandings, and intentions of the parties to this Agreement:
• SAWPA desires to engage the professional services of Consultant to perform such professional consulting services as may be assigned, from time to time, by SAWPA in writing to implement the Water-Energy Community Action Network – Outreach and Management Project ("Project");
• Consultant agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement and has represented and warrants to SAWPA that Consultant possesses the necessary skills, qualifications, personnel, and equipment to provide such services; and
• The services to be performed by Consultant shall be specifically described in one or more written Task Orders issued by SAWPA to Consultant pursuant to this Agreement.

AGREEMENT

Now, therefore, in consideration of the foregoing Recitals and mutual covenants contained herein, SAWPA and Consultant agree to the following:

ARTICLE I
TERM OF AGREEMENT
1.01 This agreement shall become effective on the date first above written and shall continue until December 31, 2018 unless extended or sooner terminated as provided for herein.

ARTICLE II
SERVICES TO BE PERFORMED
2.01 Consultant agrees to provide such professional consulting services as may be assigned, from time to time, in writing by the Commission and the General Manager of SAWPA. Each assignment shall be made in the form of a written Task Order. Each such Task Order shall include, but shall not be limited to, a description of the nature and scope of the services to be performed by Consultant, the amount of compensation to be paid, and the expected time of completion.

2.02 Consultant may at Consultant’s sole cost and expense, employ such competent and qualified independent professional associates, subcontractors, and consultants as Consultant deems necessary to perform each assignment; provided that Consultant shall not subcontract any work to be performed without the prior written consent of SAWPA.

ARTICLE III
COMPENSATION
3.01 In consideration for the services to be performed by Consultant, SAWPA agrees to pay Consultant as provided for in each Task Order.

3.02 Each Task Order shall specify a total not-to-exceed sum of money and shall be based upon the regular hourly rates provided in the Attachment(s) to the Task Order(s).
3.03 Consultant shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in any Task Order unless approved in advance by the Commission and General Manager of SAWPA, in writing.

3.04 Unless otherwise provided for in any Task Order issued pursuant to this Agreement, payment of compensation earned shall be made in monthly installments after receipt from Consultant of a timely, detailed, corrected, written invoice by SAWPA’s Project Manager, describing, without limitation, the services performed, when such services were performed, the time spent performing such services, the hourly rate charged therefore, and the identity of individuals performing such services for the benefit of SAWPA. Such invoices shall also include a detailed itemization of expenses incurred. Funding, provided by the State through a grant, for services is dependent on funding from the State and will be provided within approximately 120 days upon receipt of invoice by SAWPA.

3.05 This Agreement and all Task Orders may be subject to suspension of compensation or termination, or both, if SAWPA determines that: a) Contractor have made a false certification, or b) Contractor violates the certification by failing to carry out the requirements noted in this Agreement and all Task Orders.

**ARTICLE IV**

**CONSULTANT OBLIGATIONS**

4.01 Consultant agrees to perform all assigned services in accordance with the terms and conditions of this Agreement including those specified in each Task Order. In performing the services required by this Agreement and any related Task Order Consultant shall comply with all local, state and federal laws, rules and regulations. Consultant shall also obtain and pay for any permits required for the services it performs under this Agreement and any related Task Order.

4.02 Except as otherwise provided for in each Task Order, Consultant will supply all personnel and equipment required to perform the assigned services.

4.03 Consultant shall be solely responsible for the health and safety of its employees, agents and subcontractors in performing the services assigned by SAWPA. Consultant hereby covenants and agrees to:

4.03a Obtain a Commercial General Liability and an Automobile Liability insurance policy, including contractual coverage, with limits for bodily injury and property damage in an amount of not less than $2,000,000.00 per occurrence for each such policy. Such policy shall name SAWPA and the State, their officers, employees, agents and volunteers, as an additional insured, with any right to subrogation waived as to SAWPA and the State, their officers, employees, agents and volunteers. If Commercial General Liability Insurance or other form with an aggregate limit is used, either the general aggregate limit shall apply separately to the work assigned by SAWPA under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. The coverage shall be at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 00 01) and Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto). The Commercial Liability Insurance shall include operations, products and completed operations, as applicable;

4.03b Obtain a policy of Employer’s Liability insurance in a minimum amount of $1,000,000.00 per accident for bodily injury and property damage.

4.03c Provide worker’s compensation insurance or a California Department of Insurance-approved self-insurance program in an amount and form required by the State of California and the Employer’s Liability Insurance that meets all applicable Labor Code requirements, covering all persons or entities providing services on behalf of the Consultant and all risks to such persons or entities;
4.03d Consultant shall require any subcontractor that Consultant uses for work performed for SAWPA under this Agreement or related Task Order to obtain the insurance coverages specified above.

4.03e Consultant hereby agrees to waive subrogation which any insurer of Consultant may seek to require from Consultant by virtue of the payment of any loss. Consultant shall obtain an endorsement that may be necessary to give effect to this waiver of subrogation. In addition, the Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of SAWPA for all work performed by Consultant, and its employees, agents and subcontractors.

All such insurance policy or policies shall be issued by a responsible insurance company with a minimum A. M. Best Rating of “A-“ Financial Category “X”, and authorized and admitted to do business in, and regulated by, the State of California. If the insurance company is not admitted in the State of California, it must be on the List of Eligible Surplus Line Insurers (LESLI), shall have a minimum A.M. Best Rating of “A”, Financial Category “X”, and shall be domiciled in the United States, unless otherwise approved by SAWPA in writing. Each such policy of insurance shall expressly provide that it shall be primary and noncontributory with any policies carried by SAWPA and/or the State and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of SAWPA and/or the State that might otherwise result in forfeiture of coverage. Evidence of all insurance coverage shall be provided to SAWPA prior to issuance of the first Task Order. Such policies shall provide that they shall not be canceled or amended without 30 day prior written notice to SAWPA. Consultant acknowledges and agrees that such insurance is in addition to Consultant’s obligation to fully indemnify and hold SAWPA and the State free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the negligence, recklessness, or willful misconduct of Consultant in performing services assigned by SAWPA.

4.04 Consultant hereby covenants and agrees that SAWPA and the State, their officers, employees, and agents shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injury or death caused by, or resulting from, or claimed to have been caused by or resulting from, any negligence, recklessness, or willful misconduct of Consultant. Consultant shall hold harmless, defend and indemnify SAWPA and the State and their officers, employees, agents and volunteers from and against any and all liability, loss, damage, fines, penalties, expense and costs, including, without limitation, attorneys’ fees and litigation expenses and costs, of every nature arising out of or related to Consultant’s negligence, recklessness, or willful misconduct related to or arising from the performance of the work required under this Agreement and any related Task Order or Consultant’s failure to comply with any of its obligations contained in this Agreement and any related Task Order, except as to such loss or damage which was caused by the active negligence or willful misconduct of SAWPA.

4.05 In the event that SAWPA requests that specific employees or agents of Consultant supervise or otherwise perform the services specified in each Task Order, Consultant shall ensure that such individual(s) shall be appointed and assigned the responsibility of performing the services.

ARTICLE V
SAWPA OBLIGATIONS

5.01 SAWPA shall:
   5.01a Furnish all existing studies, reports and other available data pertinent to each Task Order that are in SAWPA's possession;
   5.01b Designate a person to act as liaison between Consultant and the General Manager and Commission of SAWPA.

ARTICLE VI
ADDITIONAL SERVICES, CHANGES AND DELETIONS

6.01 During the term of this Agreement, the Commission of SAWPA may, from time to time and without affecting the validity of this Agreement or any Task Order issued pursuant thereto, order changes, deletions, and additional services by the issuance of written Change Orders authorized and approved by the Commission of SAWPA.
6.02 In the event Consultant performs additional or different services than those described in any Task Order or authorized Change Order without the prior written approval of the Commission of SAWPA, Consultant shall not be compensated for such services.

6.03 Consultant shall promptly advise SAWPA as soon as reasonably practicable upon gaining knowledge of a condition, event, or accumulation of events, which may affect the scope and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions, and/or requests for additional services shall be reduced to writing for review and approval or rejection by the Commission of SAWPA.

6.04 In the event that SAWPA orders services deleted or reduced, compensation shall be deleted or reduced by a comparable amount as determined by SAWPA and Consultant shall only be compensated for services actually performed. In the event additional services are properly authorized, payment for the same shall be made as provided in Article III above.

ARTICLE VII
TERMINATION OF AGREEMENT

7.01 In the event the time specified for completion of an assigned task in a Task Order exceeds the term of this Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to complete such Task Order and thereupon this Agreement shall automatically terminate without further notice.

7.02 Notwithstanding any other provision of this Agreement, SAWPA, at its sole option, may terminate this Agreement at any time by giving a 10-day written notice to Consultant, whether or not a Task Order has been issued to Consultant.

7.03 In the event of termination, the payment of monies due Consultant for work performed prior to the effective date of such termination shall be paid after receipt of an invoice as provided in this Agreement.

ARTICLE VIII
CONSULTANT STATUS

8.01 Consultant shall perform the services assigned by SAWPA in Consultant's own way as an independent contractor, in pursuit of Consultant’s independent calling and not as an employee of SAWPA. Consultant shall be under the control of SAWPA only as to the result to be accomplished and the personnel assigned to perform services. However, Consultant shall regularly confer with SAWPA’s liaison, General Manager, and Commission as provided for in this Agreement.

8.02 Consultant hereby specifically represents and warrants to SAWPA that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional consulting organization rendering the same or similar services. Furthermore, Consultant represents and warrants that the individual signing this Agreement on behalf of Consultant has the full authority to bind Consultant to this Agreement.

ARTICLE IX
AUDIT AND OWNERSHIP OF DOCUMENTS

9.01 All draft and final reports, plans, drawings, specifications, data, notes, and all other documents of any kind or nature prepared or developed by Consultant in connection with the performance of services assigned to it by SAWPA are the sole property of SAWPA, and Consultant shall promptly deliver all such materials to SAWPA. Consultant may retain copies of the original documents, at its option and expense. Use of such documents by SAWPA for project(s) not the subject of this Agreement shall be at SAWPA’s sole risk without legal liability or exposure to Consultant. SAWPA agrees to not release any software “code” without prior written approval from the Consultant.
9.02 Consultant shall retain and maintain, for a period not less than three years following termination of this Agreement, or until June 30, 2021, whichever is later, all time records, accounting records, and vouchers and all other records with respect to all matters concerning services performed, compensation paid and expenses reimbursed, customer forms, implementation documentation, deposit transactions, etc. At any time during normal business hours and as often as SAWPA may deem necessary, Consultant shall make available to SAWPA or the State’s agents for examination of all such records and will permit SAWPA’s agents to audit, examine and reproduce such records.

ARTICLE X
MISCELLANEOUS PROVISIONS

10.01 This Agreement supersedes all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by Consultant for SAWPA and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

10.02 Consultant shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of SAWPA. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

10.03 In the event Consultant is an individual person and dies prior to completion of this Agreement or any Task Order issued hereunder, any monies earned that may be due Consultant from SAWPA as of the date of death will be paid to Consultant’s estate.

10.04 Time is of the essence in the performance of services required hereunder. Extensions of time within which to perform services may be granted by SAWPA if requested by Consultant and agreed to in writing by SAWPA. All such requests must be documented and substantiated and will only be granted as the result of unforeseeable and unavoidable delays not caused by the lack of foresight on the part of Consultant.

10.05 Consultant shall comply with all local, state and federal laws, rules and regulations including those regarding nondiscrimination. The Consultant or any sub-consultant performing part of said work shall strictly adhere to all provisions of the California Labor Code, including, but not limited to, minimum wages, work days, nondiscrimination, apprentices, maintenance and availability of accurate payroll records and any other matters required under all Federal, State and local laws related to labor.

10.06 SAWPA expects that Consultant will devote its full energies, interest, abilities and productive time to the performance of its duties and obligations under this Agreement, and shall not engage in any other consulting activity that would interfere with the performance of Consultant’s duties under this Agreement or create any conflicts of interest. If required by law, Consultant shall file a Conflict of Interest Statement with SAWPA.

10.07 Any dispute which may arise by and between SAWPA and the Consultant, including the Consultants, its employees, agents and subcontractors, shall be submitted to binding arbitration. Arbitration shall be conducted by a neutral, impartial arbitration service that the parties mutually agree upon, in accordance with its rules and procedures. The arbitrator must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. Unless the parties stipulate to the contrary prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation conducted by a neutral, impartial mediation service that the parties mutually agree upon, in accordance with its rules and procedures.

10.08 During the performance of the Agreement, Consultant and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status and denial of family care leave. Consultant
and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12290 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 et seq., 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. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

10.09 Consultant’s employees, agents and subcontractors shall adhere to, and comply with, the California Drug Free Workplace Act at Government Code, Sections 8350 through 8357.

10.10 Consultant certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

10.11 Consultant certifies it will not use any of the residential information such as contact information, address, census tract, and landscaping performed during the Project for any purpose beyond the scope of work described in any Task Orders.

In witness whereof, the parties hereby have made and executed this Agreement as of the day and year first above-written.

SANTA ANA WATERSHED PROJECT AUTHORITY

Celeste Cantú, General Manager Date

(CONSULTANT NAME)

(Signature) Date Typed/Printed Name
This Task Order is issued by the Santa Ana Watershed Project Authority (hereafter “SAWPA”) to WaterWise Consulting, Inc., doing business as Green Media Creations (hereafter “Consultant”) pursuant to the Agreement between SAWPA and Consultant entitled Agreement for Services, dated March 1, 2016 (expires December 31, 2018).

I. PROJECT SUMMARY
Through the Project, the Consultant will provide outreach and marketing services for a Project designed to replace up to two hundred sixty thousand (260,000) square feet of living turf grass with drought tolerant landscaping on single family residential properties deemed disadvantaged by the EnviroScreen 2.0 State screening tool within four retail water agency service areas in Orange, Riverside and San Bernardino counties. Residents will be allowed to participate in the Project on a first-come, first-serve basis. As needed, the Consultant will also provide outreach and marketing to support the installation of water-energy devices provided by three county-based organizations partnering on the Project.

II. PROJECT AREA
The Project Area for the drought tolerant landscaping shall include two hundred sixty (260) to three hundred forty seven (347) single-family residences that receive a score of 76% or higher using the EnviroScreen 2.0 State screening tool, meet the low income requirement needed to verify the resident as disadvantaged and have used a SAWPA-approved application process that allows them to request individual landscaping projects that are located in the front yard and fall within the range of seven hundred fifty (750) to one thousand (1,000) square feet. Eligible residents must be retail customers of the City of Santa Ana, Fontana Water Company, Jurupa Community Services District, or West Valley Water District, and a minimum of sixty five thousand (65,000) square feet will be removed for each of the four water districts. The Project Area for the water-energy saving devices shall be throughout the Santa Ana River Watershed in a census tract that receives a score of 76% or higher using the EnviroScreen 2.0 State screening tool.
III. SCOPE OF WORK / TASKS TO BE PERFORMED

Consultant’s services and responsibilities shall include, but shall not be limited to:

A. The Consultant will provide all manpower, equipment, vehicles, and supplies needed to complete the Scope of Work as described in this Task Order and Attachment A.

B. The Consultant will target the number of residents evenly among the four retail service areas while implementing the Project.

C. The Consultant and its subcontractors will identify themselves to eligible and participating residents as a Contractor with the Santa Ana Watershed Project Authority which is partnering with the resident’s local water agency; either the City of Santa Ana, Fontana Water Company, Jurupa Community Services District, or West Valley Water District.

D. The Consultant’s field staff and subcontractors will display their firm’s identifying information at all times.

E. The Consultant will maintain customer forms and database to provide the necessary reporting documentation for the purposes of recording Project activity and invoicing to the State.

F. The Consultant will have proper security systems to accept and store information provided by resident’s participating in the Project, including payment information.

G. If needed, the Consultant will provide user-friendly databases for residents to register, submit payment, and complete forms for their individual project.

H. The Consultant will be responsible for providing and operating bilingual customer service center with proper staffing levels to support possible high call volume for the following hours:
   a. Monday-Friday: 10:00 am to 6:30 pm
   b. Saturday: 10:00 am to 3:00 pm

I. The Consultant will provide the following deliverables to SAWPA:

   i. Deposited funds that will not be returned to residents because of their violation of the deposit terms;
   ii. As needed, outreach materials such as pamphlets, door-hangers, signs, etc.;
   iii. As needed, bilingual translation services for outreach material and Project participation forms;
   iv. Weekly updates to the Resident List containing new additions of Preliminary Registered Residents;
   v. Make available to SAWPA, bi-weekly reports from the Resident List provided by the SAWPA landscape contractor;
   vi. Copies of any Forms upon request;
   vii. Monthly invoices with the name of each of the Consultant’s staff person, their title, their billable rate, their hours worked;
   viii. Monthly reports including descriptions of work performed for that period;
   ix. Supporting information for the invoices/reports on a monthly basis such as:

      1. monthly phone call logs from the Consultant’s telecommunications provider showing outgoing and incoming calls related to the Project;
      2. sign in sheets from any workshops held;
      3. copies of the executed residential drought tolerant landscaping registration forms, cancelation forms, or other forms related to the project;
      4. copies of invoices/receipt of resident’s refundable deposits for the drought tolerant landscaping including the date received from residents;
      5. copies of refund transaction statements for each deposit returned to residents by the Consultant.
IV. PERFORMANCE TIME FRAME
Consultant shall begin work within five days of the date this Task Order is signed by the Authorized Officers and shall complete performance of such services by or before September 30, 2017.

V. SAWPA LIAISON
Ian Achimore, Senior Watershed Manager, or his designee shall serve as liaison between SAWPA and the Consultant.

VI. COMPENSATION
For all services rendered by Consultant pursuant to this Task Order, Consultant shall receive a total not-to-exceed sum of $140,000 in accordance with the schedule of rates (Attachment B) for the Consultant staff: Program Manager, Program Supervisor A, Admin/Tracking Staff, Events/Canvasser Staff and Call-in Personnel, and if meeting the conditions of the commission for services. Payment for such services shall be made within approximately 120 days upon receipt of timely and proper monthly invoices and accompanying reports from the Consultant, as required by the above-mentioned Agreement. Each such invoice shall be provided to SAWPA by Consultant within 15 days after the end of the month in which the services were performed. The invoice should itemize the hours worked for the billing period for each of the Consultant staff. A commission of $30,000 will be provided if the Consultant is able to fully register eligible residents for removal of approximately 65,000 square feet of turf in each of the four service areas within the Project Area by February 28, 2017. Funding, provided by the State through a grant, for services is dependent on funding from the State and will be provided within approximately 120 days upon receipt of invoice by SAWPA. The State shall withhold ten percent (10.0%) of the funds requested for reimbursement.

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 Order or Orders issued pursuant to the Agreement, in numerical order.
c. Exhibits or Attachments attached to each Task Order, which may describe, among other things, the Scope of Work, compensation therefore, and State grant requirements.
g. 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

___________________________________________  _____________________
(Signature)  Date

GREEN MEDIA CREATIONS

___________________________________________  _____________________
Signature  Date  Print /Type Name
Task One – Outreach and Program Management
The Consultant will reach out to eligible residents regarding the landscape portion of the Project using contact information provided by the four partnering retail water agencies. Referrals may also be received from interested residents through various channels that include the SAWPA-NGO partner, the county-based organizations overseeing the installation of water-energy saving devices, SAWPA and others. The Consultant will describe the Project eligibility requirements to residents including the EnviroScreen 2.0 State requirement, the low income requirement needed to verify the resident as disadvantaged, the up to $100 deposit, the requirement to maintain the landscape for at least five years to ensure water savings, and the release of liability and hold harmless forms. The Consultant will educate the resident on the water savings from drought tolerant landscaping as well as the potential money savings due to the lower water demand of the new type of landscaping. The Consultant will present several landscape options to the residents, provided by the landscape contractor. The Consultant will describe and be knowledgeable of plant types used in the Project, cool season and warm season turf, the landscape contractor’s processes to kill turf, mulch, irrigation systems, eligibility requirements, water savings associated with drought tolerant landscaping, the boundaries of the partnering water agencies, etc. The Consultant will present the registration forms, Landscape Assessment Form and landscaping options to the resident by providing them a webpage link. If the resident does not have internet access, the Consultant will arrange for the mailing or delivery of the material to the resident and schedule a follow-up conversation to discuss.

Once the resident completes the required registration material and chooses a landscape option, they will be recorded as Preliminary Registered Residents on the Resident List. The Resident List will serve as a tool used throughout the Project to track the progress of individual projects for each resident. This document will be amendable so the landscape contractor is able to add information, such as the dates of future visits, landscaping criteria, deposit status, etc. On a weekly basis, the Consultant will send the Resident List to the landscape contractor containing the information for these Preliminarily Registered Residents.

Throughout implementation of the Project, the Consultant will receive the Resident List from the SAWPA landscape contractor on a bi-weekly basis containing updated information on visits by the landscape contractor and specific issues to the resident such as deposit status, specific site issues, etc. Although the landscape contractor will be the primary contact for residents once they begin their Project, the Resident List will allow the Consultant to field questions from participating residents who may inquire about scheduling and the phase of their project. The Consultant will make the Resident List available to SAWPA in order for SAWPA to perform program management tasks such as field verification, coordination with the four water agencies, etc.

In addition, the Consultant will field calls from participating and interested residents. The SAWPA program manager will provide the operator(s) with the contact information for the landscape contractor, SAWPA program manager and project partnering agencies in order for the Consultant to transfer calls on an as needed-basis.

In addition, the Consultant will provide on an as needed basis such services as identifying events and venues to attend, organizing workshops, presenting material to the public at events, and direct canvassing. The Consultant will plan and execute, as needed, workshops and events to discuss the Project, share information related to drought tolerant landscaping, and discuss the SAWPA NGO-partner’s landscape manuals. Events and canvassing will likely be held during the initial period of the Project timeline. The Consultant will assist in the design and lead the translation of outreach materials and participation forms as needed, and disseminate them through outreach-related tasks.
In addition, the Consultant will coordinate with SAWPA and the SAWPA NGO-partner, who will be providing landscaping workshops throughout the Project Area and developing a landscape manual. These workshops and manual will complement the outreach tasks of the Consultant by using similar talking points and supporting material.

**Task Two – Deposit Management**

If the resident cancels their project before the SAWPA landscape contractor performs the Landscape Assessment, the refund of the full deposit amount will be made by the Consultant to the resident within 10 calendars of receiving the cancelation request. Upon successful completion of project installation work, Consultant will refund the resident’s deposit within 10 calendar days.

If the resident is deemed ineligible by the landscape contractor through the Landscape Assessment, the landscape contractor will notify the Consultant. The Consultant will notify SAWPA and SAWPA will provide direction. Following SAWPA’s direction, the Consultant will execute said direction within 10 calendar days.

If cancellation occurs after the Landscape Assessment is performed, the Consultant shall transfer the up to $100 deposit to SAWPA within ten calendar days.

**Task Three – Water-Energy Devices**

If directed by SAWPA, the Consultant will work with SAWPA, the project partners, the city and county agencies, and other non-governmental organizations to create a referral process from other entities low-income conservation programs. The Consultant will use a GIS-based tool provided by SAWPA alongside the other entities registration tools to establish the referral process where residents will be referred to drought tolerant landscaping application and Project information.

If directed by SAWPA, the Consultant will also provide outreach and marketing to support the installation of water-energy devices provided by three county-based organizations partnering on the Project.
Attachment B
Schedule of Rates

Program Manager – $90 per hour (Armando Salas)
Program Supervisor A - $75 per hour (Kelly Takai)
Admin/Tracking Staff - $45 per hour (Silvia Gutierrez)
Events/Canvasser Staff - $50 per hour
Call-in Personnel - $45 per hour
Task One – Preliminary Registered Residents
SAWPA Staff and/or its outreach consultant will provide the eligible resident with copies of registration forms including the releases of liability, hold harmless agreement, the resident’s agreement to maintain the landscape for at least five years, and landscape design templates. The resident will complete these forms and choose their landscape template. Their address, contact information and the date of their registration will be added to the Resident List.

On a weekly basis, the Landscape Contractor (“Contractor”) will receive the Resident List, organized by water agency and date of registration, for these Preliminarily Registered Residents within the Project Area. Referrals may also be received from interested residents through various channels that include the SAWPA-NGO partner, the county-based organizations overseeing the installation of water-energy saving devices, SAWPA and others.

Within five business days of receiving the weekly list from the outreach consultant, the Contractor will schedule a time with the resident for their Landscape Assessment.

Task Two - Landscape Assessment
On the date scheduled, the Contractor will perform a bilingual in-person site evaluation using a Landscape Assessment Form. Through the assessment, the Contractor will confirm that the information in the resident’s Registration Form is accurate, such as the square footage measurement amount, the presence of living turf grass within that measured amount and the existence of an automated of the irrigation system (controller, valves, sprinkler heads, anti-siphon valve). On the Landscape Assessment Form the Contractor will take notes on the current landscape and surrounding area which can be used to create the Customized Landscape Design. On the form, the Contractor will also take notes of pre-site conditions, such as any current damage to the surrounding pavement or residence, in order to protect the Contractor from liability. The Contractor will install the small yard sign provided by SAWPA so it is publicly visible.

The Contractor shall explain the Project implementation process to the resident that includes the resident’s responsibility for irrigating and the risk of grass/weed regrowth. The Contractor shall provide the resident with a copy of the landscape maintenance manual that the SAWPA NGO-partner has developed. The Contractor will take a photograph from the middle of the street-side of the yard (i.e. facing the home) to document the pre-landscaping conditions.

If the resident is deemed ineligible, they will be informed by the Contractor that their funds will be reimbursed by the Santa Ana Watershed Project Authority outreach consultant. If the resident wants to cancel their project after the Landscape Assessment, this will result in the forfeiture of their $100 deposit.

After the Landscape Assessment is complete, the Contractor will document the resident as Registered, on the Resident List with the date the stage was implemented, and notify SAWPA and/or its outreach consultant in its biweekly report.

Task Three – Customized Landscape Design and Final Landscape Agreement
Within two weeks after the Landscape Assessment, the Contractor will provide a Customized Landscape Design to Registered Residents. The Contractor will explain the maintenance and water requirements of Customized Landscape Design and any unique issues to the resident’s project. These designs will be based on the design template the customer chose during their Preliminary Registration. Residents will be given a two-week timeframe to review the Customized Landscape Design and make any minor modifications. Along with the Customized Landscape Design, they will be sent, either by mail, email or in-person, a Final Landscape Agreement that allows the characteristics of their yard to be taken into
account. If a Resident is unresponsive in providing the necessary agreement and other forms for four weeks after the Resident was provided the Final Landscape Agreement, they will be removed from the Project. The Resident may re-apply to the Project and start the process once again on a first-come, first-served basis. The Contractor shall ensure the Resident receives two contacts by phone and two emails or written notifications before their four week period expires.

After the Customized Landscape Design and Final Landscape Agreement is complete, the Contractor will document the resident as Design Done with the date the Agreement was executed, and notify SAWPA and/or its outreach consultant in its biweekly report. If the Resident is unresponsive for four weeks after the date of the transmission of the Final Landscape Agreement, the Contractor will document this in its biweekly report in order for SAWPA to process the deposit. The Contractor will make available the Customized Landscape Design and Final Landscape Agreement to SAWPA and/or its outreach consultant upon request.

Task Four – Turf Kill Stage One
The work of this task will be performed when the resident’s type of active turf grass can be killed, weather permitting, before a DigAlert analysis has been conducted for the resident’s property. In approximately the order when the resident first registered for the Project, the Contractor will visit the Registered Resident’s yard and spray the living turf grass thoroughly with herbicide. The Contractor will remove all turf grass; all dead turf and weeds will be cleaned and scraped using a sod cutter to at least 1 inch depth. The Contractor will lightly till the yard to hasten re-growth and grade it to a smooth and even level, (any other materials will also be removed per customer agreement).

After the Turf Kill Stage One is complete, the Contractor will document the resident as Turf Kill 1 Done with the date the stage was implemented and notify SAWPA and/or its outreach consultant in its biweekly report.

Task Five – Turf Kill Stage Two
After at least seven days after the Turf Kill Stage One, the Turf Kill Stage Two will occur and germinating turf or weeds will be sprayed thoroughly with herbicide, raked clean and hauled off-site.

After the Turf Kill Stage Two is complete, the Contractor will document the resident as Turf Kill 2 Done, with the date the stage was implemented, and notify SAWPA and/or its outreach consultant in its biweekly report.

Task Six - Planting Stage
Not less than five days after Turf Kill Stage Two, the Contractor will convert pop-up sprinkler heads to drip irrigation system and lay drip systems to water the plantings within the project area in accordance with the Customized Landscape Design and Final Landscape Agreement. The Contractor will install new plants, shrubs, trees and mulch in accordance with the Customized Landscape Design and Final Landscape Agreement. 33% to 50% of each project site will be covered with drought tolerant plantings when they reach maturity. The Contractor will apply a pre-emergent herbicide to suppress weed re-growth. The Contractor will provide the Resident with the Closeout Form upon completion of the project and allow the resident to execute it. The landscape contractor will take a photograph from the middle of the street-side of the yard (i.e. facing the home) to document the post-landscaping conditions. A final inspection will be completed by a licensed professional (C27 licensed contractor) who will certify that the Project has been completed in accordance with the Customized Landscape Design and Final Landscape Agreement.

After the Planting Stage is complete, the Contractor will document the resident as Planting Done with the date the stage was implemented and inspected and notify SAWPA and/or its outreach consultant in its biweekly report. SAWPA will approve the project by providing, if necessary, a field inspection.
**Task Seven – First Post-Site Follow-up**
One month after *Planting Done*, the Contractor shall visit the project site. The Contractor will endeavor to schedule this visit when the Resident can be present. The Contractor will inspect the plants for weed/turf regrowth. If evidence of weed/turf regrowth is occurring, the Contractor will spot spray with a herbicide again and remove and haul weed/turf off site if necessary. If drought tolerant plantings have died and are within the scope of the hold harmless agreement, they will be replaced by the Contractor. The Contractor will check irrigation coverage and irrigation emitters for clogs and remove any particles. If weed/turf regrowth is occurring, the Contractor will remind the resident of maintenance and water requirements. If the resident is not present, the Contractor will leave a door-hanger encouraging the resident to keep up the maintenance and/or watering.

After the *First Post-Site Follow-Up* is complete, the Contractor will document the resident as *Visited Once* with the date the stage was implemented and notify SAWPA and/or its outreach consultant in its biweekly report. It will include if the resident was home in order for SAWPA to verify.

**Task Eight – Second Post-Site Follow-up**
Three months after *Planting Done*, Contractor shall visit the project site with the Resident present. The Contractor will inspect the plants weed/turf regrowth. If evidence of weed regrowth is occurring, the Contractor will spot spray with herbicide and remove and haul weed/turf off site if necessary. If weed/turf regrowth is occurring, the Contractor will remind the resident on maintenance and required watering.

After the *Second Post-Site Follow-Up* is complete, the Contractor will document the resident as *Visited Twice* with the date the stage was implemented, and notify SAWPA and/or its outreach consultant in its biweekly report. It will include if the resident was home in order for SAWPA and/or its outreach consultant to verify.
Energy-Water Conservation Program Outreach and Management
November 17, 2015

Ian Achimore
Senior Watershed Manager
11615 Sterling Avenue
Riverside, California 92503

Energy-Water Conservation Program Outreach and Management

Dear Ian Achimore:

Green Media Creations (GMC), a division of WaterWise Consulting, Inc. (WaterWise), is proud to submit its proposal for consideration to provide professional services for the SAWPA Energy-Water Conservation Program Outreach and Management.

GMC has brought together a team of professionals who bring their years of experience to meet the requirements of this project. This proposal will demonstrate GMC’s knowledge and experience in implementing similar programs. GMC’s principal has been conducting marketing and outreach projects for over 20 years, which encompasses communicating to a customer base about conservation issues.

The uniqueness of GMC staff is of its experience in implementing programs similar in nature and in scope. Then breadth of GMC’s experience expands from local campaigns to state-wide ones. That kind of experience is extremely helpful when developing a marketing and outreach strategy. Because of that experience, GMC staff will be able avoid major mistakes in the process.

GMC’s team will demonstrate its ability to organize different groups with different expectations and bring about a cohesive process to the benefit of the stakeholders of the program. Furthermore, with their experience in working with disadvantaged communities, their outreach skills will make the program a huge success.

GMC prides itself in being able to provide materials that capture the attention of the target audience. GMC has reached out to over one million individuals, using traditional methods such as direct mailing, flyers, postcards, bus ads, websites, video ads and radio spots. GMC also uses digital avenues to communicate its message. All is done in a culturally-appropriate manner for optimum success. The GMC team proposed for this project is bilingual with excellent Spanish-speaking skills. GMC looks forward to assisting SAWPA with marketing their program.

I have the authority to bind GMC to contracts and I am also the contact person for this proposal.

Respectfully yours,

Armando Salas
Director
asalas@greenmediacreations.com
(626) 320-8703
1. Provide a summary of your firm (including; primary person of contact for the RFP, company name, address, telephone number, and email address) signed by the person authorized to bind the company. This should explain the primary business of the company or organization.

**Primary Contact**

Armando Salas
asalas@greenmediacreations.com
(626) 320-8703

**Company Name**

WaterWise Consulting, Inc.
DBA Green Media Creations
3607 W. Magnolia Blvd., Ste. N
Burbank, CA 91505

**Authorized Person**

Armando Salas is authorized to bind Green Media Creations to contracts.

**Primary Business**

WaterWise Consulting, Inc. (WaterWise)
WaterWise provides water use audits for residents, commercial and large landscape sites. WaterWise also implements rebate programs for water agencies. It provides assistance to water agencies through technical support on a newly developed website on turf removal projects to those who require additional assistance outside of Metropolitan Water District’s funding source.

Green Media Creations (GMC)
GMC provides services to public agencies, municipalities and private companies for their sustainability programs through public relations, outreach, education and marketing. GMC has provided the services of installation of water-saving devices, including education on the water situation in their area. GMC specializes in working with and educating disadvantaged or non-English-speaking communities.
2. Provide your firm’s relevant experience – e.g., previous projects, staff’s years of experience, licenses or certificates earned and held by staff, etc. For large projects and disadvantaged community-focused projects, describe what and who (stakeholders) were involved in the effort. Describe the final deliverables.

**Experience**

GMC is a division of WaterWise. WaterWise has been in the water conservation industry for over 14 years. Armando Salas, who is founder of WaterWise, and now director of GMC has been in the water conservation industry for over 20 years. While WaterWise concentrates on conducting water use surveys and implementing rebate programs throughout California, GMC focuses on another aspect of the water conservation industry, public relations, outreach, education and marketing.

GMC has worked on various different types of projects for water agencies and municipalities. As explained, its focus is to communicate the message of water and energy conservation to targeted audiences. GMC creates and implements outreach and marketing campaigns and uses both traditional and new digital marketing vehicles to connect with its audience.

A major part of the projects involve scheduling water patrollers and device installers and working with a database to provide information to the water agencies on activities and installations. This also includes calling individual residents to schedule water use surveys and hosting educational workshops.

**Disadvantaged Communities - Armando Salas**

Prior to founding WaterWise, Salas assisted indigent people to qualify for state-funded medical services. This gave Salas the opportunity to work with persons who were disadvantaged and left out of the main stream of most social programs. Part of the responsibilities were to translate materials and to work with the Spanish-speaking community. Salas also participated in street outreach. In order for clients to qualify for the services, they often had to be located. Salas traveled to some of the most disadvantaged parts of Los Angeles County, including Skid Row and other parts where indigents resided.

For a different project, Salas worked as an outreach worker to provide education on HIV/AIDS transmission. The target audiences were intravenous drug users, gays and lesbians, young people of high school age and the Spanish-speaking community. At that time, those were the communities which were greatly affected by the disease. Tasks included street canvassing and outreach, organizing health events, and facilitating speaking engagements. As a bilingual outreach worker, Salas was able to work in communities where gang activity was rampant. Salas often worked with the homeless in the street, parks and under freeway overpasses. Salas also participated in distributing food to low income persons within the reach of the hosting agency.

**Disadvantaged Communities - Water Conservation - GMC**

- **Project:** Spanish Outreach - Landscape Professionals
- **Client:** Valencia Water District
- **Address:** 24631 Ave. Rockefeller
  Valencia, CA 91355
- **Contact:** Matt Dickens, (661) 295-6543
GMC is currently surveying Spanish-speaking professional landscapers to gage their knowledge and attitudes about the water situation in California and their local community. GMC staff canvass the streets of the City of Valencia and locate professional landscapers working on residences. The results of the survey will allow GMC to create a marketing plan, which will allow the City to better communicate and serve the needs of that portion of the Spanish-speaking community.

**Code Enforcement - Residential Water Surveys - GMC**

Project: Water Conservation Support Services  
Client: City of Camarillo: Department of Public Works  
Address: 601 Carmen Drive  
Camarillo, CA 93010  
Contact: Lucie McGovern, (805) 388-5334

GMC currently provides support to the City of Camarillo for their water conservation program. GMC provides assistance with patrolling the service area and looking for residents who are violating the water schedule restrictions set forth by the City. Another important aspect of the program is to conduct residential water surveys. GMC calls and schedules water use surveys with residents who are concerned about the amount of their water bill. Most recently the City has requested that GMC provide educational training in English and Spanish to homeowners and professional landscapers.

**Educational Workshops and Outreach - Spanish - WaterWise**

Project: Protector del Agua  
Client: Metropolitan Water District  
Address: 700 N. Alameda St.  
Los Angeles, CA 90012  
Contact: Diane Harrelson, (213) 217-6000

GMC staff, under the name WaterWise, provided management and outreach services to Metropolitan’s Protector del Agua program. Salas, the proposed program manager for this outreach program, spearheaded an outreach campaign to promote the educational workshops, which were originally geared toward Spanish-speaking professional landscapers. Part of the duties included promoting the use of California Friendly Plants or drought-tolerant plants. Salas used a number of methods to reach out to market the program to member agencies, private landscape companies and other stakeholders. Eventually, Salas produced the workshops on video to assist with promoting water conservation methodologies including proper plant materials. The videos were produced in English and Spanish. The purpose of the program was to reach out to the Spanish-speaking landscapers, which made up approximately 60% of the workforce in the field. Metropolitan wanted to train them in water-efficient methodology, including drought-tolerant plants.

**Water Conservation Education Outreach and Installation - GMC**

Project: Water Conservation Outreach and Education Program  
Client: Coachella Valley Water District  
Address: 51501 Tyler St.  
Coachella, CA 92236  
Contact: Angela Fasano, (760) 398-2661

GMC is currently managing an education and installation program for Coachella Valley Water District. GMC installers provide water conservation information to business customers.
and then install either water brooms and/or spray valves at the site. The project involves communication with the district and their customers to schedule site visits and maintain a database for the purposes of inventory control and installation activity.

**Energy/Water Residential Audits**

Project: Residential Water and Energy Audit Pilot Program  
Client: City of Palo Alto Utilities  
Address: 250 Hamilton Avenue  
          Palo Alto, CA 94301  
Contact: Catherine Elvert, (650) 833-9433

The City of Palo Alto created this residential pilot program to educate city residents about water and energy conservation. It included an evaluation of all indoor and outdoor water and energy-using fixtures, a discussion session on how to read and understand the utility bill, how to read the water meter and recommendations on best management practices and retrofits. GMC was in charge of developing outreach material for the project. Residents were contacted to participate in the program and an appointment was scheduled to set up the audit.

**Energy/Water Outreach and Marketing Campaign**

Project: Residential Water and Energy Marketing Program  
Client: Sanford Utilities  
Address: 506 Oak Road  
          Palo Alto, CA 94301  
Contact: Susan Vargas, (650) 723-3191

Stanford Utilities contracted with GMC staff to provide marketing services for their water and energy conservation programs. Armando, creative director for the project, worked with the graphic designer to develop a campaign, which captured the attention of the residents of Palo Alto. The deliverables included creating and maintaining a website, bus cards, flyers, newspaper ads and door hangers.

**Call-in Center Experience - WaterWise**

Project: Weather Based Irrigation Controller (WBIC) Distribution Program  
Client: Metropolitan Water District  
Address: 700 N. Alameda St.  
          Los Angeles, CA 90012  
Contact: Alice Webb (213) 217-6716

Under the name WaterWise, GMC staff managed the WBIC Distribution Program. Salas was instrumental in organizing the process and the distribution sites. One very important aspect of the program was the call center. The call center was staffed by four operators, some bilingual, who answered calls from customers who wanted to reserve a WBIC. The operators assisted the customers with program information and answered any questions pertinent to the program. Management then created an activity log for Metropolitan to review. The end result was that customers were assigned to a distribution point where they received their WBIC and a short training workshop on how it operated. This program was
throughout the Metropolitan service area for those member agencies who wanted to participate.

**Water Conservation Audits and Installation - WaterWise**

**Project:** Residential, CII and Large Landscape Audit Programs  
**Client:** California American Water  
**Address:** 1033 B. Ave, Ste. 200  
Coronado, CA 92118  
**Contact:** Patrick Pilz, (619) 435-7430

California American Water is a signatory of the California Urban Water Conservation Council’s Memorandum of Understanding to implement the Best Management Practices to reduce water consumption in its service areas. To date WaterWise has identified a total minimum potential annual water savings of 265,981 CCF or 198,953,788 gallons. This averages to an annual water savings of 1,682 CCF per site.

California American Water service area is spread throughout different counties across California from San Diego to Sacramento. As part of the project, WaterWise audited the following school districts, South Bay Unified School District (USD), Monterey USD, Pacific Grove USD, Carmel USD, Center USD, San Juan USD, San Marino USD, and Rosemead USD. WaterWise has also provided audits for California Lutheran University, charter schools, privates schools and other similar sites. In total, WaterWise has audited over 100 schools. The project also included installation of water-saving devices. Some of the devices installed include rain sensors, weather-based irrigation controllers, high-efficiency nozzles, drip lines, spray head bodies and valves (manual, electric & battery operated). A major part of this program involves communication with field personnel and scheduling the appointment for the surveys to take place.

GMC staff plays an important part in the surveying process because it provides needed marketing materials and at times GMC staff also conducts surveys.

**Project:** Residential Water Survey Program  
**Client:** California Water Service Company  
**Address:** 2632 W 237th St,  
Torrance, CA 90505  
**Contact:** Ken Jenkins, (310) 257-1484

The Residential Water Use Survey Program is a state-wide project that is spread across 21 districts throughout northern and southern California. WaterWise has conducted over 3,000 residential water surveys and over 500 multi-family surveys. These surveys included indoor and outdoor surveys. WaterWise has installed over 4,000 high-efficient spray nozzles, over 3,400 shower heads, over 3,000 kitchen and bath aerators and over 1,200 toilet flappers. WaterWise is responsible for scheduling customers, performing inspections, providing inspection reports, maintaining a program database and creating program reporting materials for the client. Coordination with the agency, the homeowner and field personnel is a must with a program of this magnitude. GMC assists with marketing the program.

**Project:** Landscape Irrigation Efficiency Program  
**Client:** West Basin Municipal Water District  
**Address:** 17140 South Avalon Blvd. Suite 210,  
Carson, CA 90746 2012  
**Contact:** Gus Mesa, (310) 660-6209
WaterWise is contracted by West Basin Municipal Water District to conduct 200 large landscape surveys, 200 residential surveys, install 11,000 high-efficient sprinkler nozzles and install over 200 Weather Based Irrigation Controllers. WaterWise works with 17 cities across West Basin’s five divisions, WaterWise has audited Marymount California University, Malibu High School and Garden Grove USD. WaterWise operates all aspects of the program. GMC assists with marketing the program.
3. Provide the organizational chart, if applicable, of your firm.

**Staff Organization Chart**
Green Media Creations Staff
Energy-Water Conservation Program
Outreach and Management

- Armando Salas
  Program Manager - Bilingual

- Kelly Takai
  Program Supervisor/Tech Advisor
  - Blanca Cortez - Operator - Bilingual
  - Silvia Gutierrez - Operator - Bilingual
  - Kimberly Dallman - Operator - Bilingual
4. Program Manager - Resume

ARMANDO SALAS

Education/Training

- University of Southern California
  Minority Business Expansion Network
  September 2009

- University of La Verne
  College of Law
  Juris Doctorate
  May 2000

- National University
  Bachelor of Arts - Behavioral Sciences
  Summa Cum Laude
  June 1994

Achievements/Skills

- Over 25 years in Marketing/Outreach and Education
- Produced 30 instructional videos on green environment and 5 narrative videos
- Marketing and outreach planning
- Event coordination
- Public speaking
- Bilingual (Spanish)
- Licensed to practice law in CA, work with entertainment, art, media industries

Work Experience

Green Media Creations  Burbank, CA
Director  2011 - Present

- Heads division assisting green companies and public agencies with outreach and marketing
- Works with stakeholders in environmental industry
- Familiar with public agency structure and protocol
- Works well with all age groups and racial demographics
- Produces marketing material in video, website design, print materials, speaking engagements, radio and event coordination
- Copywriter

WaterWise Consulting  Glendora, CA
Principal  2001 - 2011

- Oversaw 40+ employees
- Negotiated contractors with public agencies
- Marketing and promotion to agencies, oversaw marketing to other states
- Managed projects and planned outreach campaigns
- Wrote proposals and grant applications, planned annual budgets.
Program Supervisor/Technical Advisor - Resume

Kelly Takai, CLIA, EPA WaterSense Partner

Education

Mount San Antonio College, Walnut - Associate of Science, Ornamental Horticulture 2001

Professional Experience

WaterWise Consulting, Inc. - 2008 to Present

Instructor/Facilitator

• Instructor of GMC WaterWELL, WRD Eco Gardener Series, Valencia Water, MWD CFLT, speaking engagements and events
• Curriculum development, turf removal experience, rebate process
• Native or drought tolerant plant selection
• Irrigation systems, soils, fertilizers, sustainable landscaping
• Technical advisor to various landscape projects

Supervisor of Turf Removal Projects

• Customer service and interaction
• Landscape design
• Irrigation system design
• Plant selection
• Staff training

Program Manager for West Basin Municipal Water District’s Landscape Irrigation Efficiency Program (LIEP)

• Conduct surveys for residential and commercial landscapes.
• Retrofit with high efficiency nozzle and weather based controllers.
• Present surveys results to customers

Program manager and surveyor for the Municipal Water District of Orange County’s Hotel Audit Program.

• Evaluate landscape irrigation systems
• Identify plant materials, develop water schedules
• Meet with maintenance workers and recommend retrofits/rebates

Mt. San Antonio College Nursery - 2001 to 2008

• Daily scheduling of employees, organizing nursery, stock and inventory
• Designing planting beds
• Install irrigation systems and programming controllers
• Troubleshooting irrigation equipment and sales

Certifications

• Certified Landscape Irrigation Auditor, Irrigation Association, July 7 2010
• Contractor’s Landscaping License C-27
5. Call-In Center Staff Resumes

SILVIA GUTIERREZ - Call-in Bilingual Operator

Education

California State University, Northridge, Northridge, CA
Bachelor of Arts - Journalism
• Collateral - Creative Writing

Experience

Green Media Creations, Burbank, CA
Public Relations/Outreach Specialist, April - Present

• Assists with program administration
• Scheduling and customer service, phones
• Supervision of staff, client contact and communication
• Outreach and event coordination
• Social media and website updates
• Covers, e-mail blasts, badges, campaigns
• Copywriter, copyeditor, proofreader
• Newsletters, proposals

Northridge Review, Northridge, CA
Editor of Layout & Design, 2014 - 2015

• Collaborated with a team to create a literary magazine
• Organized meetings; made executive decisions
• Designed page layouts and cover
• Presented design ideas and samples
• Edited/Proofread fiction, creative-nonfiction and drama works
• Product marketing

The Sundial, Northridge, CA
Reporter, 2014

• Contributed to news, features and A&E sections of print+online newspaper
• Made phone calls; gathered and interviewed sources
• Covered live events
• Open forums, speeches, performances, screenings, etc.
• Wrote and edited articles
• Captured photo and video; edited and created multimedia project

Skills

• Bilingual (Spanish); Computer/Software Proficiency: Microsoft Word, Power Point, Excel; Adobe InDesign, Photoshop; iMovie, Final Cut Pro; Twitter, Facebook, Tumblr, Word Press, Flickr, Instagram, Pinterest; Can operate cameras
BLANCA CORTEZ - Call-in Bilingual Operator

Experience

Green Media Creations Burbank, CA
Outreach and Educational Specialist Present
• Assist with Program Management
  • Subordinate supervision, monthly reports, invoicing, client contact and communication
• Outreach and event coordination
• Customer services, phones
• Vendor liaison
• Social media
• Product research and Inventory

GMR Los Angeles, CA
Brand Ambassador 2013 - 2014
• Customer relations and sales
• Outreach coordination
• Event coordination
• Product spokesperson

Alcapone Los Angeles, CA
Brand Ambassador 2011 - 2013
• Customer relations
• Sales and inventory
• Event coordination

Western Dental Services Pasadena, CA
Patient Care Coordinator 2009 - 2014
• Customer Relations
• Scheduling
• Phones
• Account Receivables
• Treatment Contracts
• Sales

Education and Skills

Pasadena College Pasadena, CA
General Studies Present
• Strong customer relations, excellent organizational skills, computer skills and bilingual (Spanish)
KIMBERLY DALLMANN - Call-in Bilingual Operator

Education:

North Central College, Naperville, IL. - Bachelor of Arts in Spanish - Minor in Anthropology

Study Abroad - Barcelona, Spain 2012 - 2013

- Studied abroad with CIS Abroad for nine months and was able to acquire fluency in Spanish, immerse myself in Spanish culture, and improve cooperative skills with other cultures

Work Experience:

Green Media Creations August 2015 - Present

- Street Outreach
- Customer Service, phones
- Surveying, survey analysis
- Proposal writing, copywriting

Instituto Wolfgang April 13th, 2015 - July 15th, 2015

- Conversation teacher for private English lessons
- Facilitate activities to improve English language skills for students of all levels

Panera Bread in Aurora, IL August 2013 - July 2014

- Customer Service
- Translate for non-English speaking customers
- Certified in Dining Room, Barista, Dishes, Cashier

Private Family in Barcelona, Spain Spring 2013

- English Tutor

Additional Experience and Qualifications:

- Student in Free Enterprise (SIFE) 2010 - 2014
- Active member of and speaker for NCC’s Best, a fair trade business established to ensure pricing equity for Guatemalan coffee farmers
- Serves as non-value added intermediary to seek out target markets in U.S.
- Traveled to Guatemala in December of 2010 and 2011 with a group of students and faculty to meet with farmers and served as a translator for non-Spanish speakers
- Prairie Ridge High School Trilingual Scholar- French, Spanish, English
- Fluent Spanish speaker
6. Provide resumes or any other key personnel that will support completion of the scope of work.

There are no other key personnel members.
7. Provide a list of at least four (4) references for which your firm has provided similar services within the last five (5) years. Include the reference names, contact person(s), telephone numbers, project addresses, approximate date of service and a brief general description of the services provided.

One important aspect of the experience that GMC possesses, is that its staff has experience in every aspect of this entire program. Often time companies are asked to promote a service and it has no experience in the task so it must try to understand the service in order to promote it. GMC staff has the experience of actually performing turf removal, working with drought-tolerant plants, installation of devices that promote water and energy conservation, operating a call center for customer service and most of all, the experience of working with disadvantaged communities. Below are some references that are a small amount of projects it has worked on. In total GMC staff has been a part of working with over 80 public agencies. GMC will bring that knowledge to maximize the potential of the outreach efforts.

Reference 1

Project: Water Conservation Outreach and Education Program
Client: Coachella Valley Water District
Address: 51501 Tyler St.
          Coachella, CA 92236
Contact: Angela Fasano, (760) 398-2661
Dates: April, 2015 - Ongoing

GMC is currently managing an education and installation program for Coachella Valley Water District. GMC installers provide water conservation information to business customers and then install either water brooms and/or spray valves at the site. The project involves communication with the district and their customers to schedule site visits and maintain a database for the purposes of inventory control and installation activity.

Reference 2

Project: Spanish Outreach - Landscape Professionals
Client: Valencia Water District
Address: 24631 Ave. Rockefeller
          Valencia, CA 91355
Contact: Matt Dickens, (661) 295-6543
Dates: August, 2015 - Ongoing

GMC is currently surveying Spanish-speaking professional landscapers to gage their knowledge and attitudes about the water situation in California and their local community. GMC staff canvass the streets of the City of Valencia and locate professional landscapers working on residences. The results of the survey will allow GMC to create a marketing plan, which will allow the City to better communicate and serve the needs of that portion of the Spanish-speaking community.

Reference 3

Project: Water Conservation Support Services
Client: City of Camarillo: Department of Public Works
Address: 601 Carmen Drive
          Camarillo, CA 93010
Contact: Lucie McGovern, (805) 388-5334
Dates: August, 2015 - Ongoing

GMC currently provides support to the City of Camarillo for their water conservation program. GMC provides assistance with patrolling the service area and looking for residents who are violating the water schedule restrictions set forth by the City. Another important aspect of the program is to conduct residential water surveys. GMC calls and schedules water use surveys with residents who are concerned about the amount of their water bill. Most recently the City has requested that GMC provide educational training in English and Spanish to homeowners and professional landscapers.

Reference 4

Project: Landscape Irrigation Efficiency Program
Client: West Basin Municipal Water District
Address: 17140 South Avalon Blvd. Suite 210, Carson, CA 90746 2012
Contact: Gus Mesa, (310) 660-6209
Dates: May 2013 - Ongoing

WaterWise is contracted by West Basin Municipal Water District to conduct 200 large landscape surveys, 200 residential surveys, install 11,000 high-efficient sprinkler nozzles and install over 200 Weather Based Irrigation Controllers. WaterWise works with 17 cities across West Basin’s five divisions. WaterWise has audited Marymount California University, Malibu High School and Garden Grove USD. WaterWise operates all aspects of the program. Takai, the proposed program supervisor/technical advisor for this project, heads the project for West Basin as program manager. GMC assists with marketing the program.
8. Describe your firm's experience in providing outreach and marketing services for drought-tolerant landscaping. List the major deliverables for the prior projects.

Project: Landscape Irrigation Efficiency Program
Client: West Basin Municipal Water District
Address: 17140 South Avalon Blvd. Suite 210, Carson, CA 90746 2012
Contact: Gus Mesa, (310) 660-6209

GMC assists West Basin with designing marketing materials for this program. Under contract with West Basin, WaterWise, GMC's parent company is contracted to conduct 200 large landscape surveys, 200 residential surveys, install 11,000 high-efficient sprinkler nozzles and install over 200 Weather Based Irrigation Controllers. WaterWise works with 17 cities across West Basin's five divisions. The Landscape Irrigation Efficiency Program's main goal is to present an alternative of thirsty landscapes within their service area. Along with device retrofits, the program highlights the use of low-watering plant material.

Project: Turf Removal Rebate Program
Client: San Diego County Water Authority
Address: 4677 Overland Ave, San Diego, CA 92123
Contact: Michele Shumate, (858) 522-6770

GMC assisted the San Diego County Water Authority design a marketing campaign to promote their Turf Removal Rebate Program. GMC met with the program manager to create a campaign that would reach out to their customers of their 24 local retail agencies. Collateral marketing materials were created, which included, designing and printing 400,000 mail inserts, a social marketing campaign and various other materials such as postcards, flyers, banners. All materials was to promote turf removal for residents in their service area.

Project: Garden Workshops and Water Conservation
Client: Valencia Water District
Address: 24631 Ave. Rockefeller, Valencia, CA 91355
Contact: Matt Dickens, (661) 295-6543

GMC provided instructors for Valencia's Garden Care Workshops. The educational program served as an outreach program to not only encourage customers to be more water-efficient but to also steer them toward registering for a free water audit. GMC provided curriculum development, which included proper plant selection of California natives or drought-tolerant plants. The program also included conducting speaking engagements to speciality groups such as HOA's.

Project: Protector del Agua
Client: Metropolitan Water District
Address: 700 N. Alameda St, Los Angeles, CA 90012
Contact: Diane Harrelson, (213) 217-6000

GMC staff, under the name WaterWise, provided management and outreach services to Metropolitan's Protector del Agua program. Salas, the proposed program manager, spearheaded an outreach campaign to promote the educational workshops, which were originally geared toward Spanish-speaking professional landscapers. Part of the duties
included promoting the use of California Friendly Plants or drought-tolerant plants. Salas, used a number of methods to reach out to market the program to member agencies, private landscape companies and other stakeholders. Eventually, Salas produced the workshops on video to assist with promoting water conservation methodologies including proper plant materials. The videos were produced in English and Spanish.
9. Describe your firm's experience in providing outreach and marketing services for indoor water and/or energy savings devices and/or measures. List the major deliverables for prior projects.

Energy/Water Outreach and Marketing Campaign

Project: Residential Water and Energy Marketing Program
Client: Sanford Utilities
Address: 506 Oak Road
Palo Alto, CA 94301
Contact: Susan Vargas, (650) 723-3191

Stanford Utilities contracted with GMC staff to provide marketing services for their water and energy conservation programs. Salas, creative director for the project, worked with the graphic designer to develop a campaign, which captured the attention of the residents of Palo Alto. The deliverables included, creating and maintaining their website, bus cards, flyers, newspaper ads and door hangers.

Energy/Water Residential Audits

Project: Residential Water and Energy Audit Pilot Program
Client: City of Palo Alto Utilities
Address: 250 Hamilton Avenue
Palo Alto, CA 94301
Contact: Catherine Elvert, (650) 833-9433

City of Palo Alto created a residential pilot program to educate residents about water and energy conservation. It included an evaluation of all indoor and outdoor water and energy-using fixtures, a discussion session on how to read and understand the utility bill, how to read the water meter and recommendations on best management practices and retrofits. GMC created the marketing material for that program.

Project: Water Conservation for Residential and Multifamily Sites
Client: Valencia Water Company
Address: 24631 Ave. Rockefeller
Valencia, CA 91355
Contact: Matt Dickens, (661) 295-6543

GMC provides marketing and outreach materials to Valencia Water Company. Using WaterWise staff, Valencia provides water use surveys to residents and multi-family units. The water use surveys include installation of indoor water devices, such as kitchen and bathroom aerators, shower heads, toilet flappers and displacement devices. To augment the program, GMC also created reference handouts and brochures for customers. They were created in English and Spanish.

Water Conservation Education and Outreach

Project: Garden Care Workshops and Water Conservation
Client: Valencia Water District
Address: 24631 Ave. Rockefeller
Valencia, CA 91355
Contact: Matt Dickens, (661) 295-6543

GMC provided instructors for Valencia’s Garden Care Workshops. The educational program served as an outreach program to not only encourage customers to be more water-efficient but to also steer them toward registering for a free water audit. GMC provided curriculum development, which included proper plant selection of California natives or drought-tolerant plants. The program also included conducting speaking engagements to specialty groups such as HOA’s.

**Water Conservation Marketing and Outreach**

**Project:** Water Conservation Programs  
**Client:** Golden State Water Company  
**Address:** 1920 West Corporate Way  
Anaheim, CA 92801  
**Contact:** Catherine Elwert, (714) 535-7711

GMC developed a marketing plan for Golden State’s water conservation programs. Golden State is a private company, which services over 75 communities in California. GMC provides flyers, infographic letters, newspaper ads, posters and door hangers for Golden State’s service areas. GMC not only designs the material but has also been tasked to mail them to Golden State’s customers. GMC also uses its translation experience to provide flyers, postcards and brochures in English, Spanish and Mandarin.
10. Describe your firm’s experience in providing outreach and marketing services for programs that are focused on disadvantaged communities. List the major deliverables for prior projects.

GMC as the division of WaterWise, handles all the public relations/outreach, education and marketing for all of its programs and for third parties. However, GMC specializes in working with disadvantaged communities. With vast experience in outreach, translations and speaking engagements, GMC is the perfect candidate for this project.

Project: Spanish Outreach - Landscape Professionals  
Client: Valencia Water District  
Address: 24631 Ave, Rockefeller  
Valencia, CA 91355  
Contact: Matt Dickens, (661) 295-6543

GMC is currently surveying Spanish-speaking professional landscapers to gage their knowledge and attitudes about the water situation in California and their local community. GMC staff canvass the streets of the City of Valencia and locate professional landscapers working on residences. The results of the survey will allow GMC to create a marketing plan, which will allow the water agency to better communicate and serve the needs of that Spanish-speaking community.

Project: Workshop and WaterSmart Tutorials  
Client: Upper San Gabriel Valley Municipal Water Agency  
Address: 602 E. Huntington Dr., Ste B  
Monrovia, CA 91016  
Contact: Elena Layugan, (626) 443-2297

Upper District has had a long relationship with GMC. GMC provides educational workshops on various topics on water conservation. GMC teaches workshops in Spanish, which cover, irrigation systems, drought tolerant plant material, garden design and scheduling. More recently, GMC developed a Turf Removal workshop, which it presented in English, Spanish and Mandarin. Upper also commissioned GMC to produce a How-To tutorial on how to use the WaterSmart website to submit rebate application for turf removal projects. GMC provided translation, voiceover and broadcast graphic design services in producing a motion graphic video in Spanish.

Project: Protector del Agua Training Program  
Client: Metropolitan Water District  
Address: 700 Alameda St.  
Los Angeles, CA  
Contact: Diane Harrelson

MWD commissioned GMC (WaterWise at the time) to manage their PDA Training Program. GMC provided instructors for the workshops, curriculum development assistance and video production services. All workshops developed and videos were produced in Spanish to assist in training the Spanish-speaking professional landscaper. Salas, the program manager, was required to attend outreach events and speak to groups of interested individuals to try to promote the program and to educate the Spanish-speaking population.

Project: Eco Gardening/Landscaper Educational Program  
Client: Water Replenishment District  
Address: 4040 Paramount Blvd.
Lakewood, CA 90712  
Contact: Monica Serrano, (562) 275-4234

GMC teaches water conservation workshops to professional landscapers and homeowner gardeners in English and in Spanish. WRD uses GMC's training program, called WaterWELL (Water Efficient Landscape Learning). GMC also assists by providing access to its How-To videos on water conservation. Each video is also available in Spanish. With its training program, GMC provides vital information on water conservation to several disadvantaged communities throughout WRD's service area.

Project: Spanish Outreach Survey Program  
Client: Mojave Water Agency  
Address: 13846 Conference Center Dr.  
Apple, CA 92377  
Contact: Nick Schneider, (760) 946-7000

GMC is currently surveying Spanish-speaking professional landscapers in the Mojave Desert. The purpose is two-fold. Mojave would like to engage the Spanish-speaking community so they can educate them on water conservation issues. A GMC surveyor canvasses Mojave Desert's service area to locate landscapers out in the field. GMC developed a series of questions to assess the landscaper's knowledge of the water situation in California and their level of interaction with their clients. After gathering the information, GMC will work on a marketing campaign to educate the target audience on topics such as irrigation systems and design, drought-tolerant plant material and water scheduling among others. Participants to the program are also invited to attend a series of workshops in Spanish. GMC will provide the instructors for the series.
11. Has the firm’s program manager(s) coordinated with multiple agencies with different missions during implementation of a project or program? Describe the programs and projects, the level of coordination and the agencies involved.

Salas has been working in the public sector for over 20 years. During that time, he has worked with many public agencies promoting water conservation programs. In many cases that involved working and organizing several parties and agencies to work for a common goal.

**Metropolitan Water District - Protector del Agua**

Metropolitan has approximately 18 million people in its service area and is comprised of 26 member agencies. Some of the member agencies have numerous local retail water agencies under their umbrella.

Salas, the proposed program manager, has years of experience in working with multiple agencies. As a program manager for Metropolitan’s *Protector del Agua* training program, he promoted the training program to all of the member and local retail agencies within Metropolitan’s service area. By the time he left that position, he has expanded participation in the program by 600 percent. This was done by attending agency meetings and water conservation events throughout the service area. He also promoted the program on Spanish-speaking radio and produced collateral marketing materials.

This experience was important because Salas had to troubleshoot issues with scheduling the workshops for the program. Often time, Salas would assist the smaller less-staffed agencies with outreach and marketing advise. It was his responsibility to work with any personnel who were attached to the program. That included water conservation coordinators, general manager and even board members.

**Water Replenishment District**

WRD manages groundwater for nearly four million residents in 43 cities in Southern Los Angeles County and is the official groundwater level monitoring entity for the Central Basin and West Basin. The service area is approximately 420 square miles.

Salas currently manages the educational program for WRD. Salas’s responsibility is to work with WRD staff to promote their Eco Professional and Eco Gardener programs to the cities within their service area.

Through GMC, Salas supplies instructors and curriculum to the WRD program. During the workshops GMC instructors actively engage residents of the hosting city plus interact with agency personnel, which may include conservation coordinators, public affairs coordinators, general managers and board members. Workshops are presented in English and Spanish. Salas coordinates the workshop schedule and any other promotional event needed by WRD.

**Mojave Water Agency**

Mojave Water Agency is a regional wholesaler water provider created by High Desert voters in 1960. The Mojave Water Agency serves 4,900 square miles. Salas works with Mojave to promote their water conservation programs. Mojave is currently reaching out to the Spanish-speaking community through an Outreach program designated to focus on surveying Spanish-speaking landscapers. The purpose of the one-to-one survey is to find out information about their knowledge of water conservation and how it relates to their job as a
landscaper. From the results, Mojave will formulate a marketing and outreach campaign, which will focus on their Spanish-speaking community. Salas has been instrumental in producing videos and translating outreach materials that promote water conservation. He has also worked with other agencies under the auspices of Mojave to promote water efficiency.

Upper San Gabriel Valley Municipal Water District

Salas worked with Upper and helps them promote their water conservation programs. Recently, Upper held a City Challenge contest where cities had to complete eight out of 12 tasks related to water conservation. Salas worked with the winning cities to produce a video for the Award Luncheon. GMC worked with the public affairs departments of Upper and the winning cities to gather information on the water conservation tasks completed. Salas also met with the respective mayors for each city and videotaped an interview, which was presented at the luncheon. GMC communicated with each individual city to schedule the interview process and to request additional information on their completed tasks as needed. The Award Luncheon was attended by the Board of Director of Upper and state officials and dignitaries.
12. Provide three examples of marketing or outreach pieces your firm has created for an energy and/or water conservation program(s).

a. Stanford University - Water and Energy Marketing Campaign

Newspaper Ads

Door hanger

You can help Stanford University save water

Report running toilets, broken sprinklers, and other water waste by calling 723-2281.

• Don't flush trash down the toilet.
• Minimize time spent in the shower.
• Run only full loads of laundry or dishes.

Visit facilities.stanford.edu/conservation for more water-saving tips.

Bus card
b. San Diego County Water Authority - Turf Removal Landscape Irrigation Efficiency Program
Become a WaterSmart Landscaper by Switching Out Your Turf

WATERSMART LANDSCAPE BENEFITS:

• Saving Water
• Beautifying Landscapes
• Reducing Maintenance
• Minimizing Runoff
• Conserving Energy

For more information go to:
turfreplacement.watersmartsd.org
or call toll free:
1-866-686-2322

Leading provided by the Bureau of Water Reclamation and the Department of Water Resources
Flyer Front

Flyer Back
WHERE DO YOU STAND?
ON WATER CONSERVATION

Stand here to continue using turf and...
- Use more water and fertilizers
- Reduced biodiversity and wildlife habitat
- More water restrictions
- Higher utility bills

Stand here to create a WaterSmart landscape and...
- Use less water
- Boosts biodiversity
- Water restrictions
- Lower utility bills

Point of Sale/Purchase
13. Do the personnel you would assign to the firm’s program manager(s) have time to devote up to 20 hours per week for up to three months during the initial start to the conservation program (expected January 2016 through March 2016)? After that period, management of the program is expected to be more limited to special outreach events ensuring benefits are tracked appropriately by resident and field questions from interested residents and enrolled participants. But this type of work during this period can total to 15 hours depending on the popularity of the conservation program.

GMC is assigning Mr. Armando Salas as the program manager and Mr. Kelly Takai as the program supervisor/technical advisor. Takai will be available to perform the duties of the program manager should Salas not be available. The program manager and supervisor will work in tandem so that both are aware of program activity at all times. While the program manager will be the person to communicate with SAWPA personnel, the supervisor may take on other duties as assigned by the program manager.

14. Is the firm’s program manager(s) able to work evenings and weekends?

Both GMC project manager and supervisor are available to work evenings and weekends.

15. Do the personnel that would serve in the call-in center have the ability to work evenings and weekends?

Call-in center personnel are available to work evenings and weekends.

16. Provide your proposed cost per hour, which you would bill SAWPA for if under contract, for the program manager(s).

Program Manager - $90 an hour

Program Supervisor/Technical Advisor - $75 an hour

17. Provide your proposed cost per hour, which would bill SAWPA for if under contract, for the call-in center operator(s).

Call-in Personnel - $45 an hour per operator

GMC anticipates starting with two operators and expanding to more if necessary. Three operations are available and all are bilingual.
January 22, 2015

To Whom It May Concern,

Green Media Creations has been retained to perform a number of professional services for the Upper San Gabriel Valley Municipal Water District (Upper District).

The most recent contract for outreach services with Green Media Creations began on April 27, 2012 and was scheduled to end on April 30, 2014. The contract was extended, at the request of the Upper District, through December 31, 2014. Another agreement with Green Media is in the midst of being signed for some upcoming services.

Recent services have included a number of outreach efforts, including the development of marketing materials (flyers, bill stuffers, ads), as well as the development and presentation of a variety of workshops.

The work provided by Green Media Creations has continuously met the Upper District’s expectation for quality work performed in a timely and professional manner. Their staff ensure that client input and concerns are taken seriously.

Should you have any questions regarding Green Media’s work with the Upper District, I can be contacted via email at Elena@ucwrd.org or by phone at 626-443-2297.

Respectfully,

Elena Layagan
Conservation Coordinator
January 22, 2015

Green Media Creations
3607 W. Magnolia Blvd
N. Burbank, CA 91505

Re: Marketing Services by Green Media Creations for Golden State Water Company

To whom this may concern:

Golden State Water Company (GSWC) has been contracting with Green Media Creations (GMC) since November 1, 2013 for various marketing, graphics, and productions services for the water use efficiency programs implemented for 270,000 connections statewide.

The contract(s) are currently ongoing. GMC has provided the following services:

1. Frozen pipe notification campaign with posters, bill inserts, and print media advertisements
2. Marketing plan development
3. Residential and professional landscape presentation workshop development (2015 implementation)
4. Fix-A-Leak Week promotion program
5. Rain barrel distribution posters, flyers, and print media advertisement
6. Printing and mailing services

I can highly recommend the professional and talented services GMC provides GSWC. They are very responsive and meet deadlines consistently. They have strong utility and public agency experience that creates a strong background to be able to understand quickly a client's needs.

Sincerely,

Matthew Puffer
Water Conservation Analyst/Program Manager
Golden State Water Company
(714) 535-7711 ext. 213
mpuffer@ca.rr.com
Matthew S. Dickens
24631 Ave Rockefeller
Valencia, CA, 91350
January 27, 2015

To Whom It May Concern:

**Date of Original Contract:** 01/2011
**End Date of Contract:** Open
**Reason for Cancellation of Contract:** None

Valencia Water Company has had the pleasure of working with Green Media Creations ("GMC") since 2011. GMC has provided excellent service to our conservation program including graphic design and marketing materials for our residential and commercial programs as well as content and course design for the Water Smart Irrigation and Garden Care Workshops. GMC has continuously provided services for Valencia in a professional, timely, and high quality fashion. Further, GMC brings many years of water conservation and water use efficiency expertise to their consulting services and have served our customers well. Please feel free to contact me anytime if you have any additional questions or comments.

Sincerely,

Matthew S. Dickens
Resource Conservation Manager
Valencia Water Company
661-295-6543
Santa Ana Watershed Project Authority

Request for Proposals

For Energy-Water Conservation Program Outreach and Management

Tuesday, October 6, 2015
Santa Ana Watershed Project Authority
11615 Sterling Avenue
Riverside, CA 92503

Phone: (951) 354-4220
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Notice

The Santa Ana Watershed Project Authority (SAWPA) is seeking proposals for Energy-Water Conservation Program Outreach and Management. Services are needed for a program manager(s) and call-in center. These services will assist in the implementation of a water-energy conservation program that will 1) replace up to 260,000 square feet of turf grass with drought tolerant landscaping and 2) install indoor energy/water saving devices such as low-flow showerheads, thermostatic shutoff valves, or faucet aerators in approximately 1,600 homes. The conservation program will be available on a first-come first-serve basis to residents in several communities. The communities are considered disadvantaged according to a State-provided metric rating tool that will be used to confirm the eligibility of the residents. The call-in center is to be staffed part-time and is needed so residents interested and participating in the conservation program can inquire.

The purpose of the Request for Proposals (RFP) is to solicit competitive proposals to identify a firm that is well qualified, professional and has the capacity to provide this level of service for program management and a call-in center. SAWPA’s preference is to have the same firm or organization provide program management and/or call-in center services for ease of coordination between the firm and SAWPA.

Submission Details

Submission Deadline
All submissions to this RFP must be submitted electronically, as stated below, no later than:

November 17, 2015
No later than 5:00pm

Submission Delivery Address
The following contact is to be used for all submissions, questions and clarifications:

Ian Achimore
Senior Watershed Manager
Direct Line: 951.354.4233
Email: iachimore@sawpa.org

Document Standards
- File Name must be formatted as “OrganizationName_Outreach”
- Must be in Microsoft Word format, or Adobe PDF format
- File name must end in “.doc, .docx,”or “pdf”
**Proposed Schedule**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFP Release Date</td>
<td>October 6, 2015</td>
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<tr>
<td>RFP Submission Due Date</td>
<td>November 17, 2015</td>
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<td>Expected Decision by SAWPA Staff</td>
<td>November 30, 2015</td>
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<td>Expected Contract Execution (SAWPA Commission)</td>
<td>December 15, 2015</td>
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<td>Expected Start to Program Manager(s)</td>
<td>January 4, 2016</td>
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<tr>
<td>Expected Start to Call-In Center</td>
<td>February 16, 2016</td>
</tr>
<tr>
<td>Expected Start to Landscaping/Indoor Implementation</td>
<td>March 7, 2016</td>
</tr>
<tr>
<td>Expected End for Landscaping/Indoor Implementation*</td>
<td>March 30, 2017</td>
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</tbody>
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*If residential properties do not submit for landscaping/in-door services at the expected rate, then implementation can extend beyond March 30, 2017.

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**Right to Change RFP and Process**

SAWPA reserves the right to reject any and all submissions, in whole or in part, to advertise for new submissions, to abandon the need for services, and to cancel or amend this RFP at any time. SAWPA reserves the right to waive any formalities in the RFP process, consistent with applicable laws.

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**Introduction to Scope of Work**

A SAWPA program manager is assigned to the conservation program. Through the program, SAWPA is working with several water districts and non-governmental organizations within the Santa Ana River Watershed to install indoor energy/water savings devices in approximately 1,600 residences and replace 260,000 square feet of turf on residences with drought tolerant landscaping. On a first-come first-serve basis, the eligible residences will have the opportunity to receive either the indoor device installation or turf removal services, or both.
The scope of the residential indoor energy/water saving devices replacement portion of the conservation program will be implemented within the three counties in the Santa Ana River Watershed:

- Orange County
- Riverside County
- San Bernardino County

The scope of the residential turf removal and retrofit portion of the conservation program will be in four water district service areas:

- City of Santa Ana (65,000 square feet of turf removed and replaced)
- Fontana Water Company (65,000 square feet of turf removed and replaced)
- Jurupa Community Services District (65,000 square feet of turf removed and replaced)
- West Valley Water District (65,000 square feet of turf removed and replaced)

The individual residential turf removal and retrofit project SF limit is 1,000 square feet with a minimum SF turf removal per residence of 500 SF.

The eligible residential sites to receive the turf removal benefits are represented by the green areas in the above program map. The residents to receive the indoor energy/water saving devices benefits are located throughout the three counties within the Santa Ana River Watershed. The residences for both the turf removal and indoor energy/water savings devices will qualify as a disadvantaged community under specific screening criteria. SAWPA will provide the firm’s program manager(s) with a GIS-based...
tool that will allow the user to verify whether the address of the residence qualifies as a disadvantaged community. The tool will utilize State-provided data through the CalEPA EnviroScreen 2.0 tool that identifies disadvantaged communities with geographic, socioeconomic, public health and environmental challenges at the census tract level.

**Scope of Work for the Other Project Partners**

The firm’s program manager(s) will have to coordinate as needed with the other project partners. Their individual roles and relationship with the firm’s program manager includes:

**City of Santa Ana, Fontana Water Company, Jurupa Community Services District and West Valley Water District**

The four retail water agencies have previously implemented turf removal programs and will need to be coordinated with on the outreach conducted in their service area. SAWPA will assist in this coordination between the firm’s program manager(s) and the retail water agencies. West Valley Water District will likely provide additional support by serving as a contact for interested residential applicants in the turf removal portion for their service area.

**SAWPA Landscaping Contractor**

SAWPA has issued a RFP for a landscaping contractor to retrofit the 260,000 square feet of turf across the four water district’s service areas. SAWPA will assist in this coordination between the firm’s program manager(s) and the landscaping contractor. SAWPA will set up a tracking system that will assist the firm’s program manager to account for the amount of square feet of turf removed by the landscaping contractor by resident.

**County Organization Project Partners**

SAWPA will partner with several county-based organizations who have field technicians that are trained in installing indoor energy/water saving devices. The selected firm’s program manager(s) will need to coordinate between the county entities to ensure that the devices are installed in eligible residences, installed correctly, tracked by resident for benefit reporting purposes and any follow-up maintenance by field technicians is tracked and reported. The SAWPA program manager will establish the processes for these duties but the firm’s program manager(s) will be expected to implement them.

**Orange County Coastkeeper**

Orange County Coastkeeper will create a bilingual landscape manual applicable to residential properties and the transition period needed for drought tolerant plantings to gain a foothold in the Southern California climate. The manual, which will be available at no cost to registered residents, will include information on climate, plant types and required irrigation. Orange County Coastkeeper will hold workshops in the communities (three in each county) by providing an overview of the conservation program including the indoor efficiency devices available, the enrollment guidelines, the nexus between
water and energy and the maintenance required for drought tolerant landscaping. SAWPA will assist with the coordination between the firm’s program manager(s) and Orange County Coastkeeper.

**Center for Sustainable Energy**
The Center for Sustainable Energy will train the firm’s program manager(s), the call-in center staff on the indoor efficiency devices and how they are installed. The Center will also purchase the efficiency devices and arrange logistics for delivery in bulk to the County Organization Project Partners. SAWPA will assist with the coordination between the selected firm and the Center for Sustainable Energy.

**San Bernardino Community Action Partnership (CAPSBC)**
CAPSBC will provide outreach to residents in San Bernardino County through its referral process when residents enroll in the California Alternate Rates for Energy Program. They will also rely on referrals through their conservation program as residents sign up for landscaping services in Fontana Water Company and West Valley Water District’s service area. SAWPA will assist with the coordination between the firm’s program manager(s) and the San Bernardino Community Action Partnership.

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**Detailed Scope of Work**

The scope of work includes the following tasks:

**Task One – Receive Input from SAWPA**
SAWPA will oversee the invoicing process whereby the selected firm will submit documentation on work performed to SAWPA on a quarterly basis. SAWPA will establish the residential application process by creating registration and close-out documents. SAWPA will establish working networks between the firm’s program manager(s) and the project partners and assist the firm with coordinating between the parties. SAWPA will coordinate with the landscaping contractor and work with the program manager(s) on creating lines of communications between the call-in center, the landscaping contractor, the other project partners and the water agencies. SAWPA will coordinate between the firm’s program manager(s) and Orange County Coastkeeper on the landscaping maintenance guidance and workshops. SAWPA will work with the firm’s program manager(s) in creating outreach material, but the firm will expected to be the expert on providing guidance on marketing a conservation program to disadvantaged communities.

**Task Two – Manage Processes for Referrals and Conduct/Coordinate Outreach**
The selected firm’s program manager(s) will work with SAWPA, the project partners, the city and county agencies, and other non-governmental organizations to create a referral process from these other entities to the conservation program. The firm will use the GIS-based tool alongside the other entities registration tools to establish the referral process where residents will be referred to the conservation program’s application. The firm’s program manager(s) will provide in-person marketing for the program
through various methods such as attending events, attending community meetings, attending stakeholder meetings, and finding other forums to attend. The estimated amount of forums is 3-5 per week initially. The firm’s program manager(s) will coordinate with the project partners and the different entities on the marketing material and the in-person marketing. SAWPA will assist in the development of marketing material but will rely on the program manager(s) as the marketing expert.

**Task Three – Coordinate with County Organization Project Partners**
The firm’s program manager(s) will coordinate with the County Organization Project Partners who will be overseeing the field technicians who will be installing the indoor energy/water saving devices such as low-flow showerheads, thermostatic shutoff valves, or faucet aerators. The County Organization Project Partners will already have trained field personnel to install the devices, but some devices may be purchased by the Center for Sustainable Energy. The program manager(s) will assist in this coordination between the Center for Sustainable Energy’s trainers and the County Organization Project Partners to ensure that the devices are installed in eligible residences, installed correctly, tracked by resident for benefit reporting purposes and any follow-up maintenance by field technicians is tracked and reported.

**Task Four – Coordination with Call-in Center**
The firm’s program manager(s) will coordinate as needed with the call-in center staff to ensure interested and registered residents have their questions answered within an appropriate amount of time. The firm will work with the SAWPA program manager initially on coordinating with the call-in center staff so questions are referred efficiently to either the landscape contractor, SAWPA program manager, the firm’s program manager(s) or project partnering agencies.

**Task Five – Tracking and Reporting on Installations**
The firm program manager(s) will work with SAWPA so the amount of installation of each of the devices is tracked by residence. Tracking and reporting will be done through procedures established by the SAWPA program manager that County Organization Project Partner’s field technicians follow. The firm’s program manager(s) will track the amount of turf removed and coordinate with the SAWPA program manager on the progress toward turf removal goals.

**Task Six – Call-In Center Operator(s)**
The call-in center operator(s) will field calls from participating and interested residents. The operator will be trained by the SAWPA program manager on the conservation program’s enrollment guidelines and forms in order to answer questions. The SAWPA program manager will provide the operator(s) with the contact information for the landscape contractor, SAWPA program manager, the firm’s program manager(s) and project partnering agencies in order to transfer calls on an as needed-basis.
Deliverables for the RFP Responses

Respond to each of the following questions by numbering your responses 1-17. Please provide answers in the same order of the corresponding questions provided. If you are not proposing to provide each type of service such as the firm’s program manager(s) and call-in center write “not applicable” for the respective question.

1. Provide a summary of your firm (including; primary person of contact for the RFP, company name, address, telephone number, and email address) signed by the person authorized to bind the company. This should explain the primary business of the company or organization.

2. Provide your firm’s relevant experience – e.g., previous projects, staff’s years of experience, licenses or certificates earned and held by staff, etc. For large projects and disadvantaged community-focused projects, describe what and who (stakeholders) were involved in the effort. Describe the final deliverables.

3. Provide the organizational chart, if applicable, of your firm.

4. Is the firm’s program manager(s) you will devote to the conservation program proficient in Spanish? Provide the name of the staff person(s) and their resume.

5. Is the call-in center staff you will devote to the conservation program proficient in Spanish? Provide the name of the staff person(s) and their resume.

6. Provide resumes of any other key personnel that will support completion of the scope of work.

7. Provide a list of at least four (4) references for which your firm has provided similar services within the last five (5) years. Include the reference names, contact person(s), telephone numbers, project addresses, approximate date of service and a brief general description of the services provided.

8. Describe your firm’s experience in providing outreach and marketing services for drought tolerant landscaping. List the major deliverables for prior projects.

9. Describe your firm’s experience in providing outreach and marketing services for indoor water and/or energy savings devices and/or measures. List the major deliverables for prior projects.

10. Describe your firm’s experience in providing outreach and marketing services for programs that are focused on disadvantaged communities. List the major deliverables for prior projects.

11. Has the firm’s program manager(s) coordinated with multiple agencies with different missions during implementation of a project or program? Describe the programs or projects, the level of coordination and the agencies involved.

12. Provide three examples of marketing or outreach pieces your firm has created for an energy and/or water conservation program(s).
13. Do the personnel you would assign to the firm’s program manager(s) have time to devote up to 20 hours per week for up to three months during the initial start to the conservation program (expected January 2016 through March 2016)? After that period, management of the program is expected to be more limited to special outreach events, ensuring benefits are tracked appropriately by resident and fielding questions from interested residents and enrolled participants. But this type of work during this period can total to 15 hours depending on the popularity of the conservation program.

14. Is the firm’s program manager(s) able to work evenings and weekends?

15. Do the personnel that would serve in the call-in center have the ability to work evenings and weekends?

16. Provide your proposed cost per hour, which you would bill SAWPA for if under contract, for the program manager(s).

17. Provide your proposed cost per hour, which you would bill SAWPA for if under contract, for the call-in center operator(s).

**Detailed Specifications**

**Sample of Major SAWPA Contract Stipulations**

Upon award selection, a single final contract will be negotiated and finalized. However, if needed, SAWPA reserves the right to award one contract, multiple contracts or no contract, whichever is in the best interest of the SAWPA.

SAWPA will require the selected firm to whom the contract is awarded to enter into a General Services Agreement (GSA) and a contract binding all the terms, conditions and provisions of the specifications defined in the Proposals and associated documents. SAWPA’s standard GSA is attached. SAWPA’s contract with the selected firm will incorporate the State’s standard grant conditions (attached) which are contained within SAWPA’s grant contract with the State.

Funding, provided by the State through a grant, for the services 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 Grantee [SAWPA] for reimbursement of eligible costs.

The firm or individual under contract shall indemnify SAWPA and hold the agency harmless over issues that may arise out of the project and the contract, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of measures for the overall project and any breach of the contract.
RFP for Program Outreach and Management

The firm or individual under contract shall comply with all state and federal laws and regulations, including, but not limited to, the Americans with Disabilities Act, Child Support Compliance Act, Drug-Free Workplace Act of 1990, and 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.

During the performance of the project, the firm or individual 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. The firm or individual shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The firm or individual 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, will be incorporated into the Contract by reference and made a part hereof as if set forth in full. The firm or individual shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

It is agreed that all provisions of law applicable to public contracts may be applicable to this contract.

The Contractor or any sub-Contractor performing part of said work shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, work days, nondiscrimination, apprentices, maintenance and availability of accurate payroll records and any other matters required under all Federal, State and local laws related to labor.
Attachment
Standard State Grant 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) ACKNOWLEDGMENT 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.

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 Project(s), with the costs of such audit borne by State. After completion of the Project(s), State may require Grantee to conduct a final audit to State’s specifications, at Grantee’s expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 12 or take any other action it deems necessary to protect its interests.
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 this 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 INSPECTION AND CERTIFICATION BY REGISTERED PROFESSIONAL: Upon completion of the Project, Grantee shall provide for a final inspection and certification by the appropriate registered professional (California Registered Civil Engineer or Geologist) that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement. Grantee shall notify the State’s Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.

D.20) GRANTEE COMMITMENTS: Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.

D.21) GRANTEE NAME CHANGE: Approval of the State’s Program Manager is required to change the Grantee’s name as listed on this Grant Agreement. Upon receipt of legal documentation of the name change the State will process an amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

D.22) GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.23) INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project(s) 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 Exhibits B and C which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to (each/the) Project 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/the) Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State’s 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 medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (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 Project(s), 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, 2016 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 17, “Submissions of Reports” as follows: At such time as the “Project Completion Report” required under Paragraph 17 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 project(s) 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 project(s).

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 12, the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12.

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. 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.
Attachment
SAWPA General Services Agreement Template
This Agreement is made this ___ day of _____, 2012 by and between the Santa Ana Watershed Project Authority ("SAWPA") located at 11615 Sterling Ave., Riverside, California, 92503 and _______ ("Consultant") whose address is _________________________.

RE bâtals

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the parties to this Agreement:

- SAWPA desires to engage the professional services of Consultant to perform such professional consulting services as may be assigned, from time to time, by SAWPA in writing;
- Consultant agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement and has represented and warrants to SAWPA that Consultant possesses the necessary skills, qualifications, personnel, and equipment to provide such services; and
- The services to be performed by Consultant shall be specifically described in one or more written Task Orders issued by SAWPA to Consultant pursuant to this Agreement.

AGREEMENT

Now, therefore, in consideration of the foregoing Recitals and mutual covenants contained herein, SAWPA and Consultant agree to the following:

ARTICLE I

TERM OF AGREEMENT

1.01 This agreement shall become effective on the date first above written and shall continue until __________, unless extended or sooner terminated as provided for herein.

ARTICLE II
SERVICES TO BE PERFORMED

2.01 Consultant agrees to provide such professional consulting services as may be assigned, from time to time, in writing by the Commission and the General Manager of SAWPA. Each assignment shall be made in the form of a written Task Order. Each such Task Order shall include, but shall not be limited to, a description of the nature and scope of the services to be performed by Consultant, the amount of compensation to be paid, and the expected time of completion.

2.02 Consultant may at Consultant’s sole cost and expense, employ such competent and qualified independent professional associates, subcontractors, and consultants as Consultant deems necessary to perform each assignment; provided that Consultant shall not subcontract any work to be performed without the prior written consent of SAWPA.

ARTICLE III

COMPENSATION

3.01 In consideration for the services to be performed by Consultant, SAWPA agrees to pay Consultant as provided for in each Task Order.

3.02 Each Task Order shall specify a total not-to-exceed sum of money and shall be based upon the regular hourly rates customarily charged by Consultant to its clients.

3.03 Consultant shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in any Task Order unless approved in advance by the Commission and General Manager of SAWPA, in writing.

3.04 Unless otherwise provided for in any Task Order issued pursuant to this Agreement, payment of compensation earned shall be made in XXX installments after receipt from Consultant of a timely, detailed, corrected, written invoice by SAWPA’s Project Manager, describing, without limitation, the services performed, when such services were performed, the time spent performing such services, the hourly rate charged therefore, and the identity of individuals performing such services for the benefit of SAWPA. Such invoices shall also include a detailed itemization of expenses incurred. Upon approval by an authorized SAWPA employee, SAWPA will pay within XXX days after receipt of a valid invoice from Consultant.
ARTICLE IV

CONSULTANT OBLIGATIONS

4.01 Consultant agrees to perform all assigned services in accordance with the terms and conditions of this Agreement including those specified in each Task Order. In performing the services required by this Agreement and any related Task Order Consultant shall comply with all local, state and federal laws, rules and regulations. Consultant shall also obtain and pay for any permits required for the services it performs under this Agreement and any related Task Order.

4.02 Except as otherwise provided for in each Task Order, Consultant will supply all personnel and equipment required to perform the assigned services.

4.03 Consultant shall be solely responsible for the health and safety of its employees, agents and subcontractors in performing the services assigned by SAWPA. Consultant hereby covenants and agrees to:

4.03a Obtain a Commercial General Liability and an Automobile Liability insurance policy, including contractual coverage, with limits for bodily injury and property damage in an amount of not less than $2,000,000.00 per occurrence for each such policy. Such policy shall name SAWPA, its officers, employees, agents and volunteers, as an additional insured, with any right to subrogation waived as to SAWPA, its officers, employees, agents and volunteers. If Commercial General Liability Insurance or other form with an aggregate limit is used, either the general aggregate limit shall apply separately to the work assigned by SAWPA under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. The coverage shall be at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 00 01) and Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto). The Commercial Liability Insurance shall include operations, products and completed operations, as applicable;

4.03b Obtain a policy of Professional Liability (errors and omissions) insurance appropriate to the Consultant’s profession in a minimum amount of $2,000,000.00 per claim or occurrence to cover any negligent acts or omissions or willful misconduct
committed by Consultant, its employees, agents and subcontractors in the performance of any services for SAWPA. Architects’ and engineers’ coverage shall include contractual liability;

4.03c Obtain a policy of Employer’s Liability insurance in a minimum amount of $1,000,000.00 per accident for bodily injury and property damage.

4.03d Provide worker’s compensation insurance or a California Department of Insurance-approved self-insurance program in an amount and form required by the State of California and the Employer's Liability Insurance that meets all applicable Labor Code requirements, covering all persons or entities providing services on behalf of the Consultant and all risks to such persons or entities;

4.03e Consultant shall require any subcontractor that Consultant uses for work performed for SAWPA under this Agreement or related Task Order to obtain the insurance coverages specified above.

4.03f Consultant hereby agrees to waive subrogation which any insurer of Consultant may seek to require from Consultant by virtue of the payment of any loss. Consultant shall obtain an endorsement that may be necessary to give effect to this waiver of subrogation. In addition, the Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of SAWPA for all work performed by Consultant, and its employees, agents and subcontractors.

All such insurance policy or policies shall be issued by a responsible insurance company with a minimum A. M. Best Rating of “A-” Financial Category “X”, and authorized and admitted to do business in, and regulated by, the State of California. If the insurance company is not admitted in the State of California, it must be on the List of Eligible Surplus Line Insurers (LESLI), shall have a minimum A.M. Best Rating of “A”, Financial Category “X”, and shall be domiciled in the United States, unless otherwise approved by SAWPA in writing. Each such policy of insurance shall expressly provide that it shall be primary and noncontributory with any policies carried by SAWPA and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of SAWPA that might otherwise result in forfeiture of coverage. Evidence of all insurance coverage shall be provided to SAWPA prior to issuance of the first Task Order. Such policies shall provide that they shall not be canceled or amended without 30 day prior written notice to SAWPA. Consultant acknowledges and agrees that such insurance is in addition to Consultant’s obligation to fully indemnify and hold SAWPA free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the negligence, recklessness, or willful misconduct of Consultant in performing services assigned by SAWPA.

4.04 Consultant hereby covenants and agrees that SAWPA, its officers, employees, and agents shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injury or death caused by, or resulting from, or claimed to have been caused by or resulting from, any negligence, recklessness, or willful
misconduct of Consultant. Consultant shall hold harmless, defend and indemnify SAWPA and its officers, employees, agents and volunteers from and against any and all liability, loss, damage, fines, penalties, expense and costs, including, without limitation, attorneys’ fees and litigation expenses and costs, of every nature arising out of or related to Consultant’s negligence, recklessness, or willful misconduct related to or arising from the performance of the work required under this Agreement and any related Task Order or Consultant’s failure to comply with any of its obligations contained in this Agreement and any related Task Order, except as to such loss or damage which was caused by the active negligence or willful misconduct of SAWPA.

4.05 In the event that SAWPA requests that specific employees or agents of Consultant supervise or otherwise perform the services specified in each Task Order, Consultant shall ensure that such individual(s) shall be appointed and assigned the responsibility of performing the services.

4.06 In the event Consultant is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished with a registered professional engineer’s number and shall conform to local, state and federal laws, rules and regulations. Consultant shall obtain all necessary permits and approvals in connection with this Agreement, any Task Order or Change Order. However, in the event SAWPA is required to obtain such an approval or permit from another governmental entity, Consultant shall provide all necessary supporting documents to be filed with such entity, and shall facilitate the acquisition of such approval or permit.

ARTICLE V

SAWPA OBLIGATIONS

5.01 SAWPA shall:

5.01a Furnish all existing studies, reports and other available data pertinent to each Task Order that are in SAWPA’s possession;

5.01b Designate a person to act as liaison between Consultant and the General Manager and Commission of SAWPA.
ARTICLE VI

ADDITIONAL SERVICES, CHANGES AND DELETIONS

6.01 During the term of this Agreement, the Commission of SAWPA may, from time to time and without affecting the validity of this Agreement or any Task Order issued pursuant thereto, order changes, deletions, and additional services by the issuance of written Change Orders authorized and approved by the Commission of SAWPA.

6.02 In the event Consultant performs additional or different services than those described in any Task Order or authorized Change Order without the prior written approval of the Commission of SAWPA, Consultant shall not be compensated for such services.

6.03 Consultant shall promptly advise SAWPA as soon as reasonably practicable upon gaining knowledge of a condition, event, or accumulation of events, which may affect the scope and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions, and/or requests for additional services shall be reduced to writing for review and approval or rejection by the Commission of SAWPA.

6.04 In the event that SAWPA orders services deleted or reduced, compensation shall be deleted or reduced by a comparable amount as determined by SAWPA and Consultant shall only be compensated for services actually performed. In the event additional services are properly authorized, payment for the same shall be made as provided in Article III above.

ARTICLE VII

CONSTRUCTION PROJECTS: CONSULTANT CHANGE ORDERS

7.01 In the event SAWPA authorizes Consultant to perform construction management services for SAWPA, Consultant may determine, in the course of providing such services, that a Change Order should be issued to the construction contractor, or Consultant may receive a request for a Change Order from the construction contractor. Consultant shall, upon receipt of any requested Change Order or upon gaining knowledge of any condition, event, or accumulation of events, which may necessitate issuing a Change Order to the construction contractor, promptly consult with the liaison, General Manager and Commission of SAWPA. No Change Order shall be issued or executed without the prior approval of the Commission of SAWPA.
ARTICLE VIII

TERMINATION OF AGREEMENT

8.01 In the event the time specified for completion of an assigned task in a Task Order exceeds the term of this Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to complete such Task Order and thereupon this Agreement shall automatically terminate without further notice.

8.02 Notwithstanding any other provision of this Agreement, SAWPA, at its sole option, may terminate this Agreement at any time by giving 10 day written notice to Consultant, whether or not a Task Order has been issued to Consultant.

8.03 In the event of termination, the payment of monies due Consultant for work performed prior to the effective date of such termination shall be paid after receipt of an invoice as provided in this Agreement.

ARTICLE IX

CONSULTANT STATUS

9.01 Consultant shall perform the services assigned by SAWPA in Consultant's own way as an independent contractor, in pursuit of Consultant’s independent calling and not as an employee of SAWPA. Consultant shall be under the control of SAWPA only as to the result to be accomplished and the personnel assigned to perform services. However, Consultant shall regularly confer with SAWPA’s liaison, General Manager, and Commission as provided for in this Agreement.

9.02 Consultant hereby specifically represents and warrants to SAWPA that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional consulting organization rendering the same or similar services. Furthermore, Consultant represents and warrants that the individual signing this Agreement on behalf of Consultant has the full authority to bind Consultant to this Agreement.
AUDIT AND OWNERSHIP OF DOCUMENTS

10.01 All draft and final reports, plans, drawings, specifications, data, notes, and all other documents of any kind or nature prepared or developed by Consultant in connection with the performance of services assigned to it by SAWPA are the sole property of SAWPA, and Consultant shall promptly deliver all such materials to SAWPA. Consultant may retain copies of the original documents, at its option and expense. Use of such documents by SAWPA for project(s) not the subject of this Agreement shall be at SAWPA’s sole risk without legal liability or exposure to Consultant. SAWPA agrees to not release any software “code” without prior written approval from the Consultant.

10.02 Consultant shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records, and vouchers and all other records with respect to all matters concerning services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as SAWPA may deem necessary, Consultant shall make available to SAWPA’s agents for examination of all such records and will permit SAWPA’s agents to audit, examine and reproduce such records.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.01 This Agreement supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by Consultant for SAWPA and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

11.02 Consultant shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of SAWPA. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

11.03 In the event Consultant is an individual person and dies prior to completion of this Agreement or any Task Order issued hereunder, any monies earned that may be due Consultant from SAWPA as of the date of death will be paid to Consultant’s estate.
11.04  Time is of the essence in the performance of services required hereunder. Extensions of time within which to perform services may be granted by SAWPA if requested by Consultant and agreed to in writing by SAWPA. All such requests must be documented and substantiated and will only be granted as the result of unforeseeable and unavoidable delays not caused by the lack of foresight on the part of Consultant.

11.05  Consultant shall comply with all local, state and federal laws, rules and regulations including those regarding nondiscrimination and the payment of prevailing wages.

11.06  SAWPA expects that Consultant will devote its full energies, interest, abilities and productive time to the performance of its duties and obligations under this Agreement, and shall not engage in any other consulting activity that would interfere with the performance of Consultant’s duties under this Agreement or create any conflicts of interest. If required by law, Consultant shall file a Conflict of Interest Statement with SAWPA.

11.07  Any dispute which may arise by and between SAWPA and the Consultant, including the Consultants, its employees, agents and subcontractors, shall be submitted to binding arbitration. Arbitration shall be conducted by a neutral, impartial arbitration service that the parties mutually agree upon, in accordance with its rules and procedures. The arbitrator must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. Unless the parties stipulate to the contrary prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation conducted by a neutral, impartial mediation service that the parties mutually agree upon, in accordance with its rules and procedures.

11.08  During the performance of the Agreement, Consultant and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status and denial of family care leave. Consultant and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12290 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 et seq., 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. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Consultant shall include the non-
discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

In witness whereof, the parties hereby have made and executed this Agreement as of the day and year first above-written.

SANTA ANA WATERSHED PROJECT AUTHORITY

______________________________________________
Celeste Cantú, General Manager                       Date

CONSULTANT (by name)

______________________________________________
(Signature)                                        Date   Typed/Printed
Name
DATE: March 1, 2016

TO: SAWPA Commission

SUBJECT: Approval of the Residential Training Portion of the Water-Energy Device Sub-Agreement for the Water-Energy Community Action Network Project

PREPARED BY: Ian Achimore, Senior Watershed Manager

RECOMMENDATION
That the Commission authorizes Staff to execute the Sub-Agreement with Orange County Coastkeeper for $92,520 to implement the residential-training portion of the Water-Energy Community Action Network Project.

DISCUSSION
As part of the scope of work that the Commission approved on December 16, 2014 for the Department of Water Resources’s (DWR) grant application for the Project, Orange County Coastkeeper is a non-profit partner to SAWPA in this funding application. Orange County Coastkeeper will expand its ongoing SmartScape Program to provide landscaping workshops and a landscaping manual to disadvantaged community residents (in English and Spanish) for maintaining retrofitted landscapes with drought tolerant plantings. Orange County Coastkeeper assisted SAWPA in designing the Project’s scope to ensure the most benefits are generated from the removal of 260,000 square feet of residential turf in disadvantaged communities. In order to ensure residents do not replace their drought tolerant landcapings installed by the Project with turf grass, an education program is needed to train residents on maintaining their new landscaping. This will ensure the Project’s useful life is expanded and water is conserved.

SAWPA uses Sub-Agreements to clarify responsibilities of partners and project proponents working under our grant agreements. This Sub-Agreement specifies that the planned residential training will include holding nine workshops (three in each county of the Santa Ana River Watershed) and providing printed and electronic landscape manuals. The manual will be specifically geared for residential and homeowner associations. It will include detail on low-water using irrigation systems such as micro-sprays, how to check for leaks in irrigation systems, and the difference in water use between traditional landscaping such as turf grass and the plant types offered through the Project.

The Sub-Agreement incorporates and includes as part of its terms and conditions Grant Agreement No. 4600011089 between DWR and SAWPA, which is funding the Project. The Sub-Agreement includes provisions in Section 2 that the Sub-Grantee, Orange County Coastkeeper, shall comply with all of the obligations and requirements of the Grant Agreement as if the Sub-Grantee were the Grantee, SAWPA. The Sub-Agreements also include provisions to ensure Orange County Coastkeeper defends, indemnifies and hold harmless SAWPA and DWR and against any and all losses, claims, damages or liabilities.

BACKGROUND
Orange County Coastkeeper has been implementing the SmartScape Program in the region for a number of years. The Program promotes resource-efficient landscaping that features drought-tolerant plant design, new technologies and sustainable landscape management practices. In this effort, Orange County Coastkeeper has assisted property owners and landscaping contractors in transitioning away from reliance
on traditional high water use landscaping. Through the Program, they have partnered with Southern California Edison, Clark and Green Associates, Stivers and Associates, and Harvest Landscape Enterprises, Inc.

**RESOURCE IMPACTS**
The $92,520 Sub-Agreement is funded by a grant from DWR through the Greenhouse Gas Reduction Fund. No local match is required under the DWR grant guidelines and none is being utilized to implement the residential training portion of the Project. The total budget for the grant is $2,339,823.

Attachments:
1. Sub-Agreement with Orange County Coastkeeper
2. Attachment A to the Sub-Agreement

CM 2016.16 Residential Training
GREENHOUSE GAS REDUCTION FUND
IMPLEMENTATION GRANT FUNDING CONTRACT
BETWEEN THE
SANTA ANA WATERSHED PROJECT AUTHORITY
AND
ORANGE COUNTY COASTKEEPER

Greenhouse Gas Reduction Fund Implementation Grant Funding Contract (“Contract”) is made between Santa Ana Watershed Project Authority (“SAWPA”) and Orange County Coastkeeper (the “Sub-Grantee”). SAWPA and the Sub-Grantee may be individually referred to as "Party", and collectively referred to as the "Parties".

WHEREAS, on December XXXX, the California Department of Water Resources (“DWR”) and SAWPA entered into a Water-Energy Grant Program Grant Agreement (“Grant Agreement”) providing that SAWPA would serve as the program manager for the $2,339,823 in Greenhouse Gas Reduction Funds to be disbursed to Sub-Grantees and other beneficiaries, consistent with DWR requirements; and

WHEREAS, consistent with the Grant Agreement between DWR and SAWPA, SAWPA intends to disburse to the Sub-Grantee a portion of the $2,339,823 in grant funds for its component of the Water-Energy Community Action Network (“Project”) through this Contract with the Sub-Grantee; and

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 Project will remove and replace approximately 260,000 square feet of turf with drought tolerant landscaping and install water-energy savings devices in residences throughout the Santa Ana River Watershed. The turf removal will be implemented within the services areas of the City of Santa Ana, Fontana Water Company, Jurupa Community Services District and West Valley Water District. The Community Action Partnerships of San Bernardino County, Riverside County and Orange County will expand their water-energy programs within the Santa Ana River Watershed. Outreach and marketing of the Project will be conducted in order to register interested residents on a first come, first serve basis for installation of water-energy-saving devices, and replacing turf grass with drought tolerant landscaping.

The Sub-Grantee’s portion of the Project involves holding nine workshops (three in each county of the Santa Ana River Watershed) and providing printed and electronic landscape manuals.

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. XXXX, 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. Such compliance shall include providing SAWPA with all deliverables, budget detail, reports, Labor Compliance Program requirements and all other documents required by the Grant Agreement.

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. Such compliance shall be to the fullest extent necessary and as may be required by SAWPA in order to enable SAWPA to comply with the Grant Agreement as the “Grantee.”

SECTION 3. ESTIMATED ELIGIBLE PROJECT COSTS; GRANT AMOUNT

The estimated reasonable cost for the Sub-Grantee portion of the Project at the time of SAWPA’s and DWR’s approval of the Project is Ninety-Two Thousand Five Hundred Twenty dollars ($92,520) for nine workshops (three in each county) and a landscape manual.

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 the DWR.

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

Eligible project costs include the reasonable costs of preparing and printing the landscape manual, staff time associated with preparing and holding workshops, preparing and printing workshop material, and Spanish/English translation services.

Costs not eligible for reimbursement include, but are not limited to:
- Travel and per diem costs.
- Overhead not directly related to Project costs.
- All other ineligible costs listed in Paragraph 9 of the Grant Agreement.

Work performed after July 1, 2014 and before September 30, 2017, is eligible for reimbursement.

SECTION 4. SCOPE OF WORK AND COMPLETION OF PROJECT

The Scope of Work shall be as provided for Sub-Grantee’s component project described in the Grant Agreement. The Parties understand that time is of the essence, and agree to expeditiously proceed with and complete the Project. If the Sub-Grantee fails or refuses to proceed with or complete the project within the deliverable dates, SAWPA shall consider such failure or refusal to be a material violation and breach of this Contract. SAWPA shall have all rights and remedies as are otherwise available to it for breach of this Contract by the Sub-Grantee.

The Sub-Grantee will prepare a landscape manual that will explain the climate appropriate and low watering plants for Orange County and the Inland Empire describe the maintenance needed for the plants and landscaping offered through the Project, provide details on the overall Project, and display the logo and name of the Project prominently. The manual will be specifically geared for residential and homeowner associations. It will include some level of detail on low-water using irrigation systems such as micro-sprays, how to check for leaks in irrigation systems, and the difference in water use between...
traditional landscaping such as turf grass and the plant types offered through the Project. The landscape manual and the workshops will be provided in Spanish and English.

The Sub-Grantee will review the landscape manual with interested residents through nine workshops in the project area and provide expertise on the maintenance and irrigation required for drought tolerant landscaping, climates within Orange County and the Inland Empire, plant types offered through the Project, low-water using irrigation systems, how to check for leaks in irrigation systems, and the differences between traditional landscaping and the landscaping and plant types offered through the Project.

In addition to the landscape manual review and maintenance discussion at the workshops, the Sub-Grantee will also provide a general overview of the Project including the water-energy saving retrofits available from the Community Action Partnerships, the turf removal retrofits available through a SAWPA contractor and the basic enrollment guidelines for those retrofits, and the nexus between water and energy.

SAWPA shall approve the manual and workshop agenda before they are finalized. The manual will be provided in both printed form in English and Spanish (500 copies each) and electronic formats. The deliverable date for the draft manual is April 8, 2016. The deliverable date for the final printed manual is May 6, 2016. The workshops will be held in the second and third quarters of calendar year 2016. At least one workshop in each county should be held in the second quarter of calendar year 2016.

SECTION 5. DISBURSEMENT

Grant funds will be disbursed in accordance with the disbursement provisions of the Grant Agreement.

SECTION 6. 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 of the Grant Agreement.

SECTION 7. TERM

This Contract shall not be effective until it has been executed by SAWPA. The Term of this Contract shall be until December 31, 2017, unless sooner terminated pursuant to the provisions of this Contract or the Grant Agreement.

SECTION 8. ASSIGNMENT

Neither this Contract, nor any duties or obligations under this Contract, nor any of the Project facilities referenced in this Contract shall be assigned by any Party without the prior written consent of the other Party.
Should an assignment or transfer occur, whenever SAWPA or the Sub-Grantee are named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in SAWPA and the Sub-Grantee, and all Contract and covenants required hereby to be performed by or on behalf of SAWPA and/or the Sub-Grantee shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

SECTION 9. COMPLIANCE WITH LAWS AND REGULATIONS

The Sub-Grantee agrees that it shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, regulations, guidelines and the Standard Conditions provided in the Grant Agreement’s Exhibit D.

SECTION 10. ACKNOWLEDGEMENT OF CREDIT

Sub-Grantee shall include appropriate acknowledgement of credit to the State, SAWPA and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Contract. SAWPA shall provide a list of all cost-sharing partners to Sub-Grantee on or before February 1, 2016.

On the manual and any workshop marketing material, the Sub-Grantee shall state that the Project is financed in part by the State and any cost-sharing partners. The manual and marketing material shall also include the logo of the Project (to be provided by SAWPA).

Before the final manual and any workshop materials are produced the Sub-Grantee shall provide the draft design layout of the manual and workshop marketing material to SAWPA for approval.

SECTION 11. PROJECT ACTIVITIES AND NOTIFICATION

The Sub-Grantee shall immediately notify SAWPA in writing of:

(1) Any substantial change in the scope, budget, or work performed of the Project. The Sub-Grantee agrees that no substantial change in the scope of the Project may be undertaken until written notice of the proposed change has been provided to SAWPA, and SAWPA has given written approval for such a change;

(2) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation. Sub-Grantee must notify SAWPA at least 10 calendar days prior to the event

(3) Unscheduled cessation of all major work on the Project where such cessation of work is expected to or does continue for a period of 30 calendar days or more;

(4) Any circumstance, combination of circumstances, or condition which is expected to delay project completion for a period of 15 calendar days or more beyond the deliverable dates;

(5) Completion of the Sub-Grantee’s portion of the Project and provide SAWPA and DWR the opportunity to participate in the inspection. Sub-Grantee must notify SAWPA at least 20 calendar days prior to final inspection.
SECTION 12. PAYMENT OF PROJECT COSTS

The Sub-Grantee shall provide for and make payment for all Project costs. All costs and payments for the Project shall be paid by the Sub-Grantee promptly and in compliance with all applicable laws. All grant disbursements will be reimbursements.

SECTION 13. 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, or threatens to violate, any term, provision, condition, or commitment of this Contract;
2. The Sub-Grantee fails to maintain reasonable progress toward completion of the Project; or
3. DWR directs SAWPA to withhold any such grant funds.

SECTION 14. 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. 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). Refer to Attachment C.
3. Each invoice shall clearly delineate those costs claimed for reimbursement from the State’s grant amount.

(B) Invoices also shall include appropriate receipts and reports for all costs incurred.

SECTION 15. RECORDS AND REPORTS

(A) Without limitation on the requirement that Project accounts 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 separate accounts that adequately and accurately itemizes and describes all amounts received and expended on the Project, including all grant funds received under this Contract;
3. Establish separate accounts that adequately and accurately itemizes and describes all income received which is attributable to the Project, specifically including any income attributable to grant funds disbursed under this Contract;
(4) Establish an accounting system that adequately and accurately itemizes and describes final total costs of the Project, including both direct and indirect costs;

(5) 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

(6) If Force Account is used by the Sub-Grantee for any phase of the Project, establish an account that adequately and accurately itemizes and describes all employee hours, and associated tasks charged to the Project per employee.

(B) The Sub-Grantee shall require all Project contractors and subcontractors to maintain books, records, and other material relative to the Project in accordance with generally accepted accounting standards, and to require that such contractors and subcontractors retain such books, records, and other material until June 30, 2021. The Sub-Grantee shall require that such books, records, and other material shall be subject, at all reasonable times, to inspection, copying, and audit by SAWPA, DWR or its authorized representatives.

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

(D) All documents required or requested to be provided to SAWPA shall be submitted electronically in the native format (e.g. Microsoft Word, Microsoft Excel, etc). All documents shall be public domain or the property of SAWPA once submitted.

(E) The Sub-Grantee agrees to expeditiously provide, during work on the Project and until June 30, 2021, 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 16. MONTHLY PROGRESS REPORTS

Progress Reports shall be completed using the templates provided as shown in Attachment B. Progress Reports shall provide:

(A) A brief description of the work performed, activities, milestones achieved.

(B) Any accomplishments as well as any problems encountered in the performance of the work.

(C) Copies of sign in sheet(s) from the workshops.

(D) Copies of the talking points and any presentation material from the workshops.

The first monthly report shall cover the period between July 1, 2014, and March 31, 2016, and be submitted no later than April 15, 2016 to SAWPA, with future reports due on monthly increments. Future monthly reports shall cover the periods from April 1, 2016 to September 30, 2017 with the final report due on October 15, 2017. Each monthly report shall be due on the 15th calendar day after the end of the preceding month.
SECTION 17. 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 at any time or if questions about the proper use or management of the funds arise. SAWPA may review or evaluate the Sub-Grantee for compliance with the terms and conditions of the Contract. The project review and evaluation may be performed by SAWPA or may be contracted to a responsible third party. Any findings and recommendations of the project review and evaluation shall be addressed by the Sub-Grantee within 60 days of the date such findings and recommendations are provided to the Sub-Grantee and before the next invoice is paid by SAWPA.

(C) In addition to the documents and deliverables required to be provided by the Grant Agreement, by October 15, 2017, the Sub-Grantee shall provide to SAWPA, a final Project Completion Report on the Project. The summary shall include, at a minimum, all of the following:

(1) A description of the completed project including purpose, goals, activities completed and participants, the general performance characteristics (e.g. the number of participants at workshops) of the Sub-Grantee’s portion of the Project, any goals not achieved or only partially achieved, lessons learned, a summary of all documents submitted to SAWPA in compliance with this Contract and the Grant Agreement, and copies of any final documents or reports generated or utilized during a project. The summary shall also contain a description of startup activities, problems encountered, corrective measures completed as well as any changes or amendments to the project.

(2) A final cost summary listing the total Project cost, total Project costs eligible for grant funding under the Grant Agreement and this Contract, total amount of grant funds received, and other financial information as may be reasonably required by the DWR to verify Sub-Grantee’s entitlement to grant funds, to assure program integrity, and to comply with federal requirements.

The report shall be accompanied by such other financial information as may be required by SAWPA or DWR to verify Sub-Grantee entitlement to grant funds, to assure program integrity, and to comply with any federal or state requirements. A duly authorized representative of the Sub-Grantee shall certify the report as correct.

(3) A final schedule showing actual progress versus planned progress.

(D) SAWPA may call for an audit of financial information relative to the Project, 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 18. PROJECT CLOSEOUT DOCUMENTATION

To ensure that the Project is closed out in a manner that provides an auditable file for SAWPA, Sub-Grantee shall follow a close-out procedure that includes payment of all subcontracts, completion of all punch lists, defects correction, satisfaction of warranty or guarantee issues, and any other requirements for the completion of the scope of work. Such close-out procedures shall include those procedures contained in the Grant Agreement or otherwise required by SAWPA and DWR.
SECTION 19. TERMINATION; IMMEDIATE REPAYMENT; INTEREST

(A) SAWPA may terminate this Contract at any time prior to completion of the Project 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 a reasonable time as established by SAWPA.

(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. In the event of termination, prejudgment interest shall accrue on all amounts due from the date that notice of termination is mailed to the Sub-Grantee to the date of full repayment by the Sub-Grantee.

(C) SAWPA may terminate this Contract should DWR terminate SAWPA as program manager, or terminate funding for this Contract or the Project or should DWR terminate its standard agreement with SAWPA on this Project. Upon such DWR-caused termination, SAWPA shall not be liable to Sub-Grantee for any damages, costs or expenses resulting from such termination.

SECTION 20. DAMAGES FOR BREACH AFFECTING TAX EXEMPT STATUS

In the event that any breach of any of the provisions of this Contract or other action by the Sub-Grantee shall result in the loss of tax exempt status for any bonds, or if such breach shall result in an obligation on the part of the SAWPA to reimburse the federal government by reason of any arbitrage profits, the Sub-Grantee shall immediately reimburse SAWPA and/or DWR in an amount equal to any damages paid by or loss incurred by the State due to such breach.

SECTION 21. ARBITRATION

Any dispute which may arise under this Contract by and between the SAWPA and the Sub-Grantee, including the Sub-Grantee's subcontractors, laborers, and suppliers, 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 22. 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 23. 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 and the DWR.

SECTION 24. AMENDMENT

This Contract may be amended at any time by mutual written agreement of the Parties.
SECTION 25. SAWPA REVIEWS; SUB-GRANTEE AS INDEPENDENT CONTRACTOR

(A) The Parties agree that review or approval of the Project or Project plans and specifications by SAWPA is for administrative and eligibility purposes only and does not relieve the Sub-Grantee of its responsibility to properly plan and implement the Project. As between SAWPA and the Sub-Grantee, the Sub-Grantee agrees that it has sole responsibility for proper planning and implementing its portion of the Project.

(B) The Sub-Grantee is an independent contractor exclusively responsible for the design and implementation of the specific project funded by this 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 26. INDEMNIFICATION

(A) The Sub-Grantee shall defend, indemnify and hold harmless SAWPA and DWR and their directors, commissioners, officers, employees, agents and assigns (collectively the “Indemnified Parties”) against any and all losses, claims, damages or liabilities, joint or several, including attorneys fees and expenses incurred in connection therewith, to which such Indemnified Parties may become liable in connection with or arising from this Contract, and the transactions, funding and construction activities contemplated by this Contract. Sub-Grantee shall reimburse Indemnified Parties 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, and the transactions, funding and construction activities contemplated by this Contract. Sub-Grantee shall indemnify and save the Indemnified Parties harmless from and against any claims, losses, damages, attorneys fees and expenses arising from any and all 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 Project funded, in part, by this Contract. Sub-Grantee shall indemnify and save Indemnified Parties 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 or the Project. Sub-Grantee shall indemnify and hold the Indemnified Parties harmless from any and all claims, losses, damages, attorneys’ fees and expenses arising out of the completion of the Project or the authorization of payment of Project Costs to 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.

(B) In addition to complying with the insurance requirements contained in the Grant Agreement, including Section 23 and 50 of Exhibit D of that Agreement, the Sub-Grantee shall ensure that adequate insurance coverage is provided by Sub-Grantee and/or its contractors and subcontractors on the Project funded, in part, by this Contract. Such insurance shall include adequate coverage for comprehensive commercial general liability, business auto liability and workers compensation liability. Such insurance coverage shall, at a minimum, insure against injuries to third parties, damage to property owned by third parties, theft of supplies intended for the Project, delays in Project completion, delays in Project Completion due to strikes and governmental actions, liquidated damages, employee injuries and work-related illnesses. Such insurance coverages shall be provided by admitted insurance companies authorized to do business in the State of California, and with a minimum “Best’s Insurance Guide” rating of “A:VII”. The Sub-Grantee shall name the SAWPA and the State, and both their officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Contract.
SECTION 27.  PROJECT AND INFORMATION ACCESS

The Sub-Grantee agrees to ensure that SAWPA, DWR, or any authorized representative thereof, shall have reasonable access to the Project site at all reasonable times during Project construction, and thereafter for the useful life of the Project.

SECTION 28.  OPINIONS AND DETERMINATIONS

Where the terms of this contract provide for action to be based upon the opinion, 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 and capricious.

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

ORANGE COUNTY COASTKEEPER
Sub-Grantee

Dated: _________________________  By: _______________________________________

Executive Director

________________________________________
Typed Name
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 (SAWPA), a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee", which parties do hereby agree as follows:

1. PURPOSE. State shall provide funding from the Greenhouse Gas Reduction Fund (Health and Safety Code Section 39710 et seq.) to Grantee to assist in financing projects associated with Section 2 of the Budget Act of 2013 (Senate Bill 103, Section 11) hereinafter collectively referred to as the "Water-Energy Grant Program."

2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on December 31, 2017, 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 8.

3. TOTAL PROJECT COST. The reasonable Total Cost of the Project is estimated to be $2,859,823.

4. GRANT AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed $2,339,823.

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 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 H (State Audit Document Requirements).

6. GRANTEE’S RESPONSIBILITY. Grantee and its representatives shall:
   a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Budget) and Exhibit C (Schedule).
   b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Greenhouse Gas Reduction Fund financing.
   c) Comply with all applicable California laws and regulations.
   d) Implement the Project in accordance with applicable provisions of the law.
   e) Fulfill its obligations under the Grant Agreement, and be responsible for the performance of the project.

7. BASIC CONDITIONS. State shall have no obligation to disburse money for project under this Grant Agreement until Grantee has satisfied the following conditions (if applicable):
   a) Grantee demonstrates the availability of sufficient funds to complete the project by submitting the most recent year-end financial statement.
   b) For the term of this Grant Agreement, Grantee submits timely Progress Reports as specified by Paragraph 17, “Submission of Reports” and Appendix C, Schedule.
   c) Grantee submits deliverables as specified in Paragraph 17 of this Grant Agreement and in Exhibit A.
   d) Prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State for each project:
      1) Final plans and specifications certified by a California Registered Professional (Civil Engineer or Geologist, as appropriate) for the approved project as listed in Exhibit A of this Grant Agreement.
      2) Environmental Documentation:
         i) Copies of all applicable final environmental permits,
         ii) Documents that satisfy the CEQA process,
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 document(s) and
   State notice of verification of environmental permit submittal.

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

3) A monitoring plan as required by Paragraph 19, “Project Monitoring Plan Requirements.”

8. 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
distributed 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 9.

9. 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/
   implementation. Reasonable administrative expenses may be included as Total Project Costs and will
   depend on the complexity of the project preparation, planning, coordination, construction, acquisitions,
   and implementation. Reimbursable administrative expenses are the necessary costs incidentally but directly
   related to the project including the portion of overhead and administrative expenses that are directly
   related to the project included in this Agreement in accordance with the standard accounting practices of
   the Grantee. Work performed on the project after July 1, 2014 shall be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to the following items:

   a) Costs, other than those noted above.
   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 shall be tracked as part of the Grantee cost share.
   l) Overhead not directly related to project costs.

10. 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 8 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 project during the period identified in the particular invoice.

b) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the project 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 resource categories (i.e., line items) 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 supporting documentation (e.g., receipts, copies of checks, time sheets) as determined by the State must be provided for all costs included in the invoice. 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.

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.

11. 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 12, 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 12, “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.

12. DEFAULT PROVISIONS. Grantee 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 operate or maintain project(s) in accordance with this Grant Agreement.

d) Failure to make any remittance required by this Grant Agreement.

e) Failure to comply with Labor Compliance Program requirements (Paragraph 16).

f) Failure to submit timely progress reports.

g) Failure to routinely invoice State.

h) Failure to meet any of the requirements set forth in Paragraph 13, “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.

13. 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 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);

b) An agricultural water supplier must maintain compliance with Sustainable Water Use and Demand Reduction, Part 2.55 of Division 6 of the (CWC§10608 et. seq.);

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) Grantees 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.

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

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

16. LABOR COMPLIANCE. Grantee agrees to comply with all applicable California Labor Code requirements and Standard Condition D.28 in Exhibit D. Grantee must meet the requirements of Labor Code section 1771.5 by monitoring and enforcing prevailing wage requirements on public works projects that receive state funding and on other projects that are legally required to use the Department of Industrial Relations Compliance Monitoring Unit.

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

17. 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 F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.

- **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.

- **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 reduce greenhouse gas emissions, water use and energy use 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.

18. **OPERATION AND MAINTENANCE OF PROJECT.** For the useful life of construction and implementation projects and in consideration of the funding made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project that remains in Grantee’s direct control and shall ensure or cause the project that remains in Grantee’s direct control 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 for projects that remain in Grantee’s direct control; and for projects that remain in Grantee’s direct control shall ensure or cause the same to be maintained in good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Grantee or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, “useful life” means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; “operation costs” include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and “maintenance costs” include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the project in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, “Default Provisions.”

19. **PROJECT MONITORING PLAN REQUIREMENTS.** Exhibit A of this Grant Agreement shall contain activities to develop and submit to State a Project Monitoring Plan. Along with guidance provided in Exhibit I, “Project Monitoring Plan Components,” the Project Monitoring Plan should also include:

a) Baseline (pre-project) water use and energy use.

b) Proposed savings
c) Brief discussion of how water and energy savings will be monitored.
d) Methodology of monitoring.
e) Frequency of monitoring.
f) Location of monitoring points.
g) Performance targets

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

20. 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.

21. NOTIFICATION OF STATE. Grantee shall promptly notify State, in writing, of the following items:
   a) Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the work plan, schedule or term, and budget.
   b) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State’s representatives. Grantee shall make such notification at least 14 calendar days prior to the event.
   c) Final inspection of the completed work on a project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), in accordance with Standard Condition D.19 in Exhibit D. Grantee shall notify the State’s Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.

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

23. 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.
24. **PROJECT REPRESENTATIVES.** The Project Representatives during the term of this Grant Agreement are as follows:

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

- **Santa Ana Water Project Authority**
  - Celeste Cantu
  - Project Director
  - 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**
  - Michael Weil
  - Division of Integrated Regional Water Management
  - 770 Fairmont Ave., Suite 102
  - Glendale, CA 91302-1035
  - Phone: 818-549-2328
  - Michael.Weil@water.ca.gov

- **Santa Ana Water Project Authority**
  - Ian Achimore
  - Senior Watershed Manager
  - 11615 Sterling Avenue
  - Riverside, CA 92503
  - Phone: 951-354-4233
  - iachimore@sawpa.org

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

25. **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 – Report Formats and Requirements
- Exhibit G – Requirements for Statewide Monitoring and Data Submittal
- Exhibit H – State Audit Document Requirements
- Exhibit I – Project Monitoring Plan Components
IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

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

Date__________________________

Santa Ana Watershed Project Authority

______________________________
Celeste Cantu 
Project Director

Date__________________________

Approved as to Legal Form and Sufficiency

______________________________
Spencer Kenner, Assistant Chief Counsel  
Office of Chief Counsel

Date__________________________
Project Name: Water-Energy Community Action Network (Project)

IMPLEMENTING AGENCY: Santa Ana Watershed Project Authority (SAWPA)

PROJECT DESCRIPTION:
The Water-Energy Community Action Network Program (WECAN) will retrofit approximately 260,000 square feet of residential turf in the Santa Ana River Watershed and expand the water-energy programs for three Community Action Partnerships in the Santa Ana River Watershed by installing water-saving devices in approximately 100 residences. The Program is a regional approach consistent with the Santa Ana River Watershed Integrated Regional Water Management Plan, the One Water One Watershed 2.0 Plan, and includes outreach, technical assistance, training, community engagement, and water-energy saving retrofits to disadvantaged community (DAC) residents who meet the following criteria:

- Reside in a 76% or higher scoring CalEnviroScreen 2.0 census tract;
- Reside in the Santa Ana River Watershed

Task 1 Direct Project Administration and Management
SAWPA will respond to DWR’s reporting and compliance requirements associated with the grant administration. SAWPA will manage the grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. SAWPA shall prepare invoices including relevant supporting documentation for submittal to DWR. SAWPA shall maintain administrative responsibilities associated with Project such as coordinating with partnering agencies, and the project managers responsible for implementing the project contained in this agreement, and managing consultants/contractors.

SAWPA will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation and compiling the information into a DWR invoice packet.

SAWPA will be responsible for submitting progress reports as well as draft and final project completion reports containing items per the agreement.

Deliverables:
- Invoices and associated backup documentation
- Progress Reports
- Draft and Final Project Completion Report
- Other Applicable Project Deliverables

Task 2 Environmental Documentation
Three Notice of Exemptions (NOE) under CEQA will be prepared and filed. The Environmental Information Form (EIF) will be submitted.

SAWPA will comply with all applicable state and federal environmental requirements for this Project and will submit the related documentation, if required.

Deliverables:
- Environmental Information Form (EIF)
- Completed Notice of Exemptions (NOE) filed with three County Clerk’s offices

Task 3 Project Monitoring Plan
SAWPA shall develop and submit a Project Monitoring Plan to track and quantify the performance of the Project. The Project Monitoring Plan will discuss the goal of the monitoring, how the monitoring will be
accomplished, the frequency of monitoring, the monitoring point locations, etc. The Project Monitoring Plan will describe the applicable project benefits including water and energy savings, GHG reductions, etc., and explain how the Project benefits will be quantified. The Monitoring Plan should result in data collected that allows for a comparison of baseline and post-project benefits in the Project Completion Report. The Project Monitoring Plan shall be submitted prior to disbursement of State funds for implementation or monitoring activities.

**Deliverables:**
- Project Monitoring Plan

**Task 4 Project Implementation**

**4.1 Contract Services**
SAWPA shall conduct activities necessary to secure a contractor and award the contract including developing bid documents, prepare advertisement and contract documents for contract bidding, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

**Deliverables:**
- Proof of Advertisement of bid(s)
- Award of contract(s)
- Notice(s) to proceed

**4.2 Implementation Administration**
SAWPA shall review contractor submittals, answer requests for information, and issue work directives. Administration duties include documentation of pre-implementation conditions, preparing change orders, addressing questions of contractors on site, reviewing/updating the project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, and notifying contractor if work is not acceptable.

**Deliverables:**
- Notice(s) of Completion

**4.3 Implementation Activities**

**Subtask 4.3.1 Smartscape Manuals and Program Workshops**
Orange County Coastkeeper will expand its ongoing Smartscape Program to provide landscaping workshops and a landscaping manual. Implementation activities include:

- Orange County Coastkeeper will create a bilingual landscape manual focused on maintaining retrofitted residential landscapes with drought tolerant plantings in the Southern California climate. The manual, which will be available for free to interested residents at community meetings and through outreach conducted by SAWPA and its project partners such as local water agencies, will include information on climate, plant types, and irrigation parameters.
- Orange County Coastkeeper will hold workshops in the communities (up to three in each county) by discussing the manual and information on climate, plant types and irrigation parameters. Orange County Coastkeeper will also give a general overview of the Water-Energy Community Action Network Program including the other water-energy benefits available.

**Deliverables:**
- Final bilingual landscape manual
- Sign in sheets and talking points for workshops
Subtask 4.3.2 Outreach

SAWPA will provide community outreach using a central program manager and hotline operator. Implementation activities include:

- SAWPA will hire, or provide internally, a central program manager and hotline operator to serve for an up to 24 month period. SAWPA will train the central program manager and hotline operator on the residential enrollment guidelines for the Program and the processes for installing the water and energy saving retrofits by contractors and the project partners.
- SAWPA and the central program manager will identify residents that meet the criteria of a +76% scoring tract, and with the help of the hotline operator, conduct outreach to eligible residents by contacting residents, enrolling and guiding them through the Program’s paperwork such as documenting the amount of turf grass in their lawn and the wait time for the retrofit by the turf removal landscaper contractor to occur. Some outreach may be conducted through holding workshops and attending meetings.
- SAWPA may work with project partners to establish a referral process whereby a GIS-based tool will be developed that can look-up addresses to determine if members of the public reside within an eligible +76% scoring tract.
- The hotline operator will answer questions from enrolled and interested residents and channel communication from residents to SAWPA, the project partners who will be installing the non-turf measures, the central program manager, the landscape contractor, etc.

Deliverables:
- Outreach documents that can include pamphlets, posters, signs and presentation material
- Training material, if applicable

Subtask 4.3.3 Purchasing of Water-Saving Devices

The Center for Sustainable Energy may serve as a point of contact with SAWPA and any SAWPA contractors for the Water-Energy Community Action Network Program in order to provide guidance on the installations of water-energy savings measures such as the installation of thermostatic shut-off valves, faucet aerators and low-flow showerheads. Implementation activities may include:

- Training outreach field personnel
- Purchasing water-energy saving devices such as thermostatic shut-off valves, faucet aerators and low-flow showerheads to be used by the Community Action Partnerships.

It is possible that instead of the Center for Sustainable Energy, SAWPA or the three Community Action Partnership organizations may complete this task themselves.

Deliverables:
- Document receipts of appliances purchased in the quarterly invoices, if applicable
- Training material, if applicable

Subtask 4.3.4 Installation of Water-Saving Devices

The Community Action Partnerships of Riverside County, San Bernardino County, and Orange County will provide enrolled residents with water/energy saving measures. Implementation activities involve the installation of water-saving devices including:

- Low-flow toilets,
- Low-flow showerheads,
- Thermostatic shutoff valves,
- Faucet aerators,
- Water heaters, and
- Water heater blankets.

SAWPA staff will provide the Community Action Partnership staff with a GIS-based tool to focus on residents that meet the criteria of a +76% scoring tract to ensure savings go to DAC residents. The non-turf water-energy saving retrofits will be marketed broadly across the counties within the Santa Ana River Watershed.

**Deliverables:**
- Documentation of devices installed
- Residential closeout documentation, upon request
- Deemed water-energy savings per device

**Subtask 4.3.5 Installation of Turf Measures**
SAWPA staff will hire a landscape contractor who can retrofit approximately 260,000 square feet of turf over an up to two year period. SAWPA staff will work with wholesale and retail water agencies in the watershed that have existing turf grass removal/retrofit programs and a central landscape contractor. Implementation activities include:

- Enroll residents and provide available installation dates.
- Remove high water using turf grass and replace with drought tolerant plantings along with low flow sprinkler irrigation systems, if needed. Contractor will also be responsible for complying with all applicable local laws, ordinances, and other restrictions. The water saving retrofit will include the direct planting of plants that require minimal irrigation and the disposal of yard waste.

Implementation will occur in:

- **Area A:** The cities and surrounding area of Fontana, Rialto, Colton, Bloomington and Rancho Cucamonga in San Bernardino County, within Fontana Water Company and West Valley Water Districts service areas;
- **Area B:** The cities and surrounding area of Jurupa Valley and Eastvale in Riverside County within the service area of Jurupa Valley Community Services District. If funds available, the Project can extend into the eastern portion of the Eastern Municipal Water District service area in Riverside County; and
- **Area C:** The service area of the City of Santa Ana Water Resources Division in Orange County

**Deliverables:**
- Documentation of turf removed
- Residential closeout documentation, upon request
- Deemed water savings per square foot of turf removed
EXHIBIT B
BUDGET

**Project Budget**

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Grant Funding**</th>
<th>Cost Share*</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>These individuals must be employed by the Grantee. If CEQA, construction services, or other work is done by Grantee’s employee, costs are incurred in this category.</td>
<td>$150,000</td>
<td>$0</td>
<td>$150,000</td>
</tr>
<tr>
<td>Grantee Expenses</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Grantee expenses directly associated with the project.</td>
<td>$2,515</td>
<td>$0</td>
<td>$2,515</td>
</tr>
<tr>
<td>Professional and Consultant Services</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Outreach Consultant(s)</td>
<td>$313,645</td>
<td>$0</td>
<td>$471,115</td>
</tr>
<tr>
<td>Construction/Implementation Costs</td>
<td>$1,873,663</td>
<td>$520,000</td>
<td>$2,393,663</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$2,339,823</strong></td>
<td><strong>$520,000</strong></td>
<td><strong>$2,859,823</strong></td>
</tr>
</tbody>
</table>

*Cost Share will not be reviewed for invoicing purposes; however, the Grantee is required to maintain all financial records associated with the project in accordance with Exhibit H (State Audit Document Requirements)*

**The Water-Energy Grant Program will not reimburse for energy-only related costs.**
<table>
<thead>
<tr>
<th>Task #</th>
<th>Task Name</th>
<th>Start</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Direct Project Administration and Management</td>
<td>Date this Grant Agreement is executed by State (Execution date is the date the State signs this Grant Agreement indicated on page 8)</td>
<td>December 31, 2017</td>
</tr>
<tr>
<td></td>
<td>Progress Reports and Invoicing</td>
<td>July 01, 2015</td>
<td>Within 30 days after the end of each quarter of calendar (for example, progress report for 2nd quarter is due by July 30)</td>
</tr>
<tr>
<td></td>
<td>Draft Project Completion Report and Invoicing</td>
<td>October 15, 2017</td>
<td>October 31, 2017</td>
</tr>
<tr>
<td></td>
<td>Final Project Completion Report and Invoicing</td>
<td>November 15, 2017</td>
<td>November 30, 2017</td>
</tr>
<tr>
<td></td>
<td>Request for Retention Invoice</td>
<td>December 31, 2017</td>
<td>December 31, 2017</td>
</tr>
<tr>
<td>2</td>
<td>Environmental Documentation</td>
<td>July 01, 2015</td>
<td>November 30, 2015</td>
</tr>
<tr>
<td>3</td>
<td>Project Monitoring Plan</td>
<td>July 01, 2015</td>
<td>December 31, 2015</td>
</tr>
<tr>
<td>4</td>
<td>Implementation</td>
<td>July 01, 2015</td>
<td>September 30, 2017</td>
</tr>
<tr>
<td>4.1</td>
<td>Contract Services</td>
<td>July 01, 2015</td>
<td>September 30, 2017</td>
</tr>
<tr>
<td>4.2</td>
<td>Implementation Administration</td>
<td>December 1, 2015</td>
<td>September 30, 2017</td>
</tr>
<tr>
<td>4.3</td>
<td>Implementation Activities</td>
<td>December 1, 2015</td>
<td>September 30, 2017</td>
</tr>
</tbody>
</table>
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 or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2) **ACKNOWLEDGMENT OF CREDIT:** Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Grant Agreement.

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 Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State’s specifications, at Grantee’s expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 12 or take any other action it deems necessary to protect its interests.
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 this 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://resources.ca.gov/ceqa/](http://resources.ca.gov/ceqa/)

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 INSPECTION AND CERTIFICATION BY REGISTERED PROFESSIONAL:** Upon completion of the construction project, and as determined by State, Grantee shall provide for a final inspection and certification by the appropriate registered professional (California Registered Civil Engineer or Geologist) that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement. Grantee shall notify the State’s Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.

D.20) **GRANTEE COMMITMENTS:** Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.

D.21) **GRANTEE NAME CHANGE:** Approval of the State’s Program Manager is required to change the Grantee’s name as listed on this Grant Agreement. Upon receipt of legal documentation of the name change the State will process an amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

D.22) **GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.23) **INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.

D.24) **INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.25) **INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.

D.26) **INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.

D.27) **INVOICE DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may
have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the DWR Project Manager within thirty (30) calendar days of Grantee’s knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.

D.28) **LABOR CODE COMPLIANCE:** The Grantee will be required to keep informed of and take all measures necessary to ensure compliance with applicable 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 Exhibits B and C which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the Project budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State’s 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 medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (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 Project, or with Grantee’s service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

D.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, 2016 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 17, “Submissions of Reports” as follows: At such time as the “Project Completion Report” required under Paragraph 17 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 project 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 project.

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 12, the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12.

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. 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. 2014-10
A RESOLUTION OF THE COMMISSION OF THE
SANTA ANA WATERSHED PROJECT AUTHORITY
AUTHORIZING PREPARATION AND SUBMITAL OF AN APPLICATION
TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES
TO OBTAIN A 2014 WATER-ENERGY 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 Management Plans within the Santa Ana River Watershed;

WHEREAS, the Santa Ana River Watershed’s Integrated Regional Water Management Plan, the One Water One Watershed 2.0 Plan, includes the goals of conserving additional water through water use efficiency and conservation measures, engaging with Disadvantaged Communities in the watershed, and reducing green-house-gas emissions and energy consumption from water resource management;

WHEREAS, the Santa Ana Watershed Project Authority desires to facilitate the implementation of this project, the Water-Energy Community Action Network (WE CAN) Program, for the benefit of the watershed; and

WHEREAS, the Santa Ana Watershed Project Authority will work with the California Department of Water Resources to meet established deadlines for entering into a financial assistance agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Santa Ana Watershed Project Authority (SAWPA) authorizes the preparation and submission of an application to the California Department of Water Resources in order to obtain a 2014 Water-Energy Grant pursuant to Senate Bill No. 103 Section 11 (2013-2014 Regular Session), and to enter into an agreement to receive a grant for the Water-Energy Community Action Network (WE CAN) Program.

BE IT FURTHER RESOLVED, that the General Manager of the Santa Ana Watershed Project Authority, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement and any amendments thereto, with California Department of Water Resources.

ADOPTED this 16th day of December, 2014

SANTA ANA WATERSHED PROJECT AUTHORITY

By: Phil Anthony, Chair
EXHIBIT F
REPORT FORMATS AND REQUIREMENTS

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

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, describe the work performed including:

Project Status
Describe the work performed during the time period covered by the report, organized by Exhibit A, “Work Plan” tasks/subtasks/categories, including but not limited to:

- Updates on all ongoing tasks.
- Estimates of the percent (%) complete.
- Discussion of any project related work completed this reporting period.
- Milestones or deliverables completed/submitted.
- Impediments to completion of any task.
- Photos documenting progress.

Cost Information
For each project provide the following:

- A comparison of project task(s) percent complete with percent invoiced.
- A list of any changes approved to the budget in accordance with Grant Agreement and a revised budget, by task, if changed from latest budget in the Overall Work Plan.

Schedule Information
A list of any changes approved to the Schedule in accordance with Grant Agreement and a revised schedule, by task, if changed from latest reported schedule.

Anticipated Activities Next Quarter
Provide a description of anticipated activities for the next quarterly reporting period.

PROJECT COMPLETION REPORT

Project Completion Reports shall generally use the following format.

Executive Summary
Provide 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

Provide a list of:

- The date each invoice was submitted to State
- The amount of each invoice
- The date(s) the check(s) was/were 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 verse planned progress as shown in Exhibit B.
- Certification by 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 funded by this Grant Agreement, and includes the following:

Executive Summary
Reports and/or products
- Brief comparison of work proposed in the original grant application and actual work done.
- Brief description of the projects completed and how they will reduce greenhouse gas emission and reduce water and energy use.
- 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 water supply or water quality benefits to Disadvantaged Community(ies) 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 verse 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.
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 F.

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 F. Information regarding the CASGEM program can be found at http://www.water.ca.gov/groundwater/casgem/.
State Audit Document Requirements

The list below details the documents/records that State Auditors typically reviews 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 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.
Introduction

- Goals and objectives of project
- Site location and history
- Improvements implemented

Project Monitoring Plan

- Proposed water and energy savings
- Monitoring Metrics (e.g., Kg CO2e greenhouse gas, acre-feet/MG of water, or KWh energy)
- Special Environmental Considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)
- Performance Targets, (water use reduction, energy use reduction, and greenhouse gas emission reduction)
- Method of Reporting (e.g., paper reports, online databases, public meetings)
- Frequency and Duration of Maintenance Activities
- Responsible Party (who is conducting monitoring and/or maintenance) Implementing responsibility (i.e., who is responsible for monitoring and maintenance)
- Adaptive Management Strategies (i.e., what happens when routine monitoring or maintenance encounters a problem)
COMMISSION MEMORANDUM NO. 2016.17

DATE: March 1, 2016

TO: SAWPA Commission

SUBJECT: Approval of the Landscaping Contractor’s Contract for the Water-Energy Community Action Network Project

PREPARED BY: Ian Achimore, Senior Watershed Manager

RECOMMENDATION
That the Commission authorize staff to execute the Landscape General Services Agreement and Task Order with EcoTech Services, Inc., in the amount of $1,300,000 to implement the drought-tolerant landscaping portion of the Water-Energy Community Action Network Project.

DISCUSSION
As a result of the SAWPA Commission’s approval of the Request for Proposals (RFP) for Drought-Tolerant Landscaping Services on October 6, 2015, SAWPA received two proposals from the following firms:

1. EcoTech Services, Inc. - $5.60 per square foot; and
2. Elegant Artscape - $4.50 per square foot.

Elegant Artscape had a lower cost proposal but did not have the proper qualifications as they were not registered as a public works contractor with the Department of Industrial Relations before the date of their proposal to SAWPA pursuant to Labor Code Section 1725.5, a State requirement that SAWPA included in the RFP.

Staff negotiated a price of $4.90 per square foot with EcoTech Services, Inc. by agreeing to the following:

1) conditioning payment to them within 30 days upon receipt of timely and proper invoices from the contractor, 2) bringing the baseline size of residential turf removal projects up to 750 from 500 square feet, and utilizing a chemical weed barrier instead of a weed cloth.

Through the Task Order, up to 260,000 square feet of residential turf on properties in disadvantaged communities will be removed and replaced with drought tolerant landscaping. Residential irrigation systems will be modified to support these new landscapes. The 260,000 square feet will be distributed evenly across the four partnering water agencies discussed at the February 16, 2016 Commission meeting.

Through the Task Order, the tasks to be performed include, but are not limited to:

- Providing at least four design templates, including pictures and graphical representations, that residents will be able to choose from with each of the templates providing plant coverage for 33% to 50% of the project site;
- Providing an operating bilingual customer service center with proper staffing levels to support possible high call volume;
- Spraying the living turf with herbicide on project sites twice on separate field visits for removal and replacement with drought tolerant plantings;
• Converting overhead sprinkler heads to drip irrigation system and laying drip systems to water the plantings within the project area;
• Executing the planting and landscaping modifications in accordance with the final landscape agreements signed by residents; and
• Providing two separate follow-up site visits to inspect the plants and weed/turf regrowth. If regrowth occurs, follow up spot spraying with herbicide is included.

BACKGROUND
On October 6, 2015, the Commission approved the issuance of the RFP for Drought-Tolerant Landscaping Services to solicit competitive proposals to identify a firm or individual that is well qualified, professional and has the capacity to remove and replace 260,000 square feet of turf on residential properties.

As discussed at the February 16, 2016 Commission meeting and following execution of the Memorandum of Understandings between SAWPA and the partnering agencies, the partnering agencies cost share will allow the Project to be implemented in four retail water agency service areas:

1. Fontana Water Company
2. Jurupa Community Services District
3. Santa Ana City
4. West Valley Water District

In each of the four service areas, the contractor will remove 65,000 square feet of residential turf and replace it with drought tolerant landscaping. Based on estimates developed by the Metropolitan Water District of Southern California, this removal will save 44 gallons annually per square foot of turf removed. Each project site will be held to a 750 to 1,000 square foot range. With this range in place, 65 to 86 disadvantaged community homes per service area will be included, for a total of 260 to 347 homes for the overall Project.

RESOURCE IMPACTS
The $1,300,000 contract is funded by a grant from the Department of Water Resources through the Greenhouse Gas Reduction Fund and local match from the participating agencies as specified in the Memorandum of Understandings approved by the Commission on February 16, 2016. The total budget for the grant is $2,339,823.

Attachments:
1. General Services Agreement with EcoTech Services, Inc.
2. Task Order with EcoTech Services, Inc.
3. RFP Response from EcoTech Services, Inc.
4. RFP For Drought-Tolerant Landscaping Services
This Agreement is made this ___ day of ___, 2016 by and between the Santa Ana Watershed Project Authority ("SAWPA") located at 11615 Sterling Ave., Riverside, California, 92503 and EcoTech Services, Inc. ("Contractor") whose address is 2143 S. Myrtle Avenue, Monrovia, California, 91016.

**RE bâtals**

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the parties to this Agreement:

- SAWPA desires to engage the services of Contractor to provide Drought-Tolerant Landscaping Services for the implementation of the Water-Energy Community Action Network Landscaping Project ("Project");
- Contractor agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement and has represented and warrants to SAWPA that Contractor possesses the necessary skills, qualifications, personnel, and equipment to provide such services; and
- The services to be performed by Contractor shall be specifically described in one or more written Task Orders issued by SAWPA to Contractor pursuant to this Agreement.

**AGREEMENT**

Now, therefore, in consideration of the foregoing Recitals and mutual covenants contained herein, SAWPA and Contractor agree to the following:

**ARTICLE I**

**TERM OF AGREEMENT**

1.01 This Agreement shall become effective on the date first above written and shall continue until December 31, 2018, unless extended or sooner terminated as provided for herein.

**ARTICLE II**

**SERVICES TO BE PERFORMED**

2.01 Contractor agrees to provide such services as may be assigned, from time to time, in writing by the Commission and the General Manager of SAWPA. Each assignment shall be prepared as a written Task Order. Each such Task Order shall include, but shall not be limited to, a description of the nature and scope of the services to be performed by Contractor, the amount of compensation to be paid, and the expected time of completion.

2.02 Contractor may at Contractor’s sole cost and expense, employ such competent and qualified independent professional associates, subcontractors, and other contractors as the Contractor deems necessary to perform each assignment; provided that Contractor shall not subcontract any work to be performed without the prior written consent of SAWPA.

**ARTICLE III**

**COMPENSATION**

3.01 In consideration for the services to be performed by Contractor, SAWPA agrees to pay Contractor as provided for in each Task Order.

3.02 Each Task Order shall specify a total not-to-exceed sum of money and shall be based upon the cost per square foot.

3.03 Contractor shall not be compensated for any services rendered in excess of those authorized in any Task Order unless approved in advance by the Commission and General Manager of SAWPA, in writing.

3.04 Contractor’s sole recourse for compensation for any services under this Agreement shall be SAWPA.
3.05 Unless otherwise provided for in any Task Order issued pursuant to this Agreement, payment of compensation earned shall be made after receipt from Contractor of a timely, detailed, corrected, written monthly invoice by SAWPA’s Project Manager, describing, without limitation, the services performed, when such services were performed, and the identity of individuals performing such services for the benefit of SAWPA. Upon approval by an authorized SAWPA employee, SAWPA will pay within 30 days after receipt of a valid invoice from Contractor.

3.06 This Agreement and all Task Orders may be subject to suspension of compensation or termination, or both, if SAWPA determines that: a) Contractor have made a false certification, or b) Contractor violates the certification by failing to carry out the requirements noted in this Agreement and all Task Orders.

ARTICLE IV
CONTRACTOR OBLIGATIONS

4.01 Contractor agrees to perform all assigned services in accordance with the terms and conditions of this Agreement including those specified in each Task Order. In performing the services required by this Agreement and any related Task Order Contractor shall comply with all local, state and federal laws, rules and regulations. Contractor shall also obtain and pay for any permits required for the services it performs under this Agreement and any related Task Order, unless indicated in writing by SAWPA.

4.02 Except as otherwise provided for in each Task Order, Contractor will supply all personnel and equipment required to perform the assigned services.

4.03 Contractor shall be solely responsible for the health and safety of its employees, agents and subcontractors in performing the services assigned by SAWPA. Contractor agrees to conform to, and comply with all applicable health and safety laws and regulations, including the Federal and State Occupational Safety and Health Act (OSHA) regulations. Contractor assumes complete responsibility and liability for the safety of its employees, agents and subcontractors, and shall indemnify and hold harmless SAWPA and the State from any claims, damages, fines, penalties, attorney’s fees and costs arising from any injuries, damages or claims relating to this Task Order. Contractor shall procure and maintain for the duration of this Task Order insurance against claims for personal injuries or property damages which may arise from or relate to the performance of the work hereunder by the Contractor, its employees, agents, subcontractors or representatives, as follows:

4.03(a) Commercial General Liability, including operations, products and completed operations shall have a liability limit of $2,000,000 per occurrence for bodily injury, personal injury and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work required by this Agreement or the general aggregate limit shall be twice the required occurrence limit. Coverage shall at least be as broad as Insurance Services Office Commercial General Liability Coverage (Form CG 00 01) or Insurance Services Office Form (CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form.)

4.03(b) Automobile Liability coverage shall be no less than $1,000,000 per accident for bodily injury and property damage and coverage shall be at least as broad as Insurance Services Office Form CA 0001 covering Automobile Liability, Code C1 (any auto.)

4.03(c) Workers Compensation Insurance as required by the State of California and Employer’s Liability Insurance, the latter of which shall be in an amount of no less than $2,000,000.00 per accident.

4.03(d) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by SAWPA in advance.

4.03(e) SAWPA and the State as Additional Insured. The Commercial General Liability and Automobile Liability Policies shall provide that SAWPA and the State, their officers, officials, employees, agents, volunteers, are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor or arising out of work or operations performed by or on behalf of the Contractor under this Agreement, including materials, parts or equipment furnished in connection with such work or operations. For any
claims related to the work formed under this Agreement, the Contractor’s insurance coverage shall be primary as to SAWPA, its officers, officials, employees, agents, and volunteers. Any insurance maintained by SAWPA and the State, their officers, officials, employees, agents, or volunteers shall be excess to Contractor’s insurance and shall not contribute with it. Each insurance policy required by this subsection shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days prior written notice to SAWPA.

4.03(f) **Waiver of Subrogation.** Contractor hereby agrees to waive subrogation which any insurer of Contractor may require from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to give effect to this waiver of subrogation. The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of SAWPA for all work performed by Contractor, its employees, agents and subcontractors.

4.03(g) **Acceptability of Insurers.** Insurance required by this Section is to be placed with an insurer admitted in and regulated by the State of California with a current AM Best rating of no less than A-:X. If the insurance company is not admitted in the State of California, it must be on the List of Eligible Surplus Line Insurers (LESLI), shall have a minimum AM Best ration of “A”, Financial Category “X”, and shall be domiciled in the United States, unless otherwise approved by SAWPA in writing. Each such policy of insurance shall expressly provide that it shall be primary and noncontributory with any policies carried by SAWPA and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of SAWPA or the State that might otherwise result in forfeiture of coverage. Evidence of all insurance coverage shall be provided to SAWPA prior to issuance of the first Task Order. Such policies shall provide that they shall not be canceled or amended without 30 day prior written notice to SAWPA. Contractor acknowledges and agrees that such insurance is in addition to Contractor’s obligation to fully indemnify and hold SAWPA and the State free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the negligence, recklessness or willful misconduct of Contractor in performing services assigned by SAWPA.

4.03(h) **Coverage Verification.** Contractor shall furnish SAWPA with original certificates and amendatory endorsements effecting coverage required by this Article. All certificates and endorsements shall be in a form acceptable to SAWPA. Contractor shall require and verify that all of its subcontractors maintain insurance meeting all of the requirements of this Article.

4.04 Contractor hereby covenants and agrees that SAWPA, its officers, employees, and agents shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injury or death caused by, or resulting from, or claimed to have been caused by or resulting from, any negligence, recklessness or willful misconduct of Contractor. Contractor shall hold harmless, defend and indemnify SAWPA and the State of California and their officers, employees, agents and volunteers from and against any and all liability, loss, damage, fines, penalties, expense and costs, including, without limitation, attorneys’ fees and litigation expenses and costs, of every nature arising out of or related to Contractor’s negligence, recklessness or willful misconduct related to or arising from the performance of the work required under this Agreement and any related Task Order or Contractor’s failure to comply with any of its obligations contained in this Agreement and any related Task Order, except as to such loss or damage which was caused by the active negligence or willful misconduct of SAWPA.

4.05 In the event that SAWPA requests that specific employees or agents of Contractor supervise or otherwise perform the services specified in each Task Order, Contractor shall, within reasonable limits, ensure that such individual(s) shall be appointed and assigned the responsibility of performing the services.

4.06 In the event Contractor is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished with a registered professional contractor’s license number and shall conform to local, State and Federal laws, rules and regulations. SAWPA understands that Contractor is neither a licensed Landscape Architect nor Engineer. Contractor shall obtain all necessary permits and approvals in connection with this Agreement, any Task Order or Change Order.
ARTICLE V
SAWPA OBLIGATIONS

5.01 SAWPA shall:
   5.01a Furnish all existing studies, reports and other available data pertinent to each Task Order that are in
   SAWPA’s possession;
   5.01b Designate a person to act as liaison between Contractor and the General Manager and Commission of
   SAWPA.

ARTICLE VI
ADDITIONAL SERVICES, CHANGES AND DELETIONS

6.01 During the term of this Agreement, the Commission of SAWPA may, from time to time and without
affecting the validity of this Agreement or any Task Order issued pursuant thereto, order changes, deletions, and
additional services by the issuance of written Change Orders authorized and approved by the Commission of
SAWPA.

6.02 In the event Contractor performs additional or different services than those described in any Task Order or
authorized Change Order without the prior written approval of the Commission of SAWPA, Contractor shall not be
compensated for such services.

6.03 During the Project, the Contractor shall not perform additional or different services than those described in
any Task Order or Change Order issued by SAWPA, including such work requested by residents participating in the
Project, without written approval by SAWPA.

6.04 Contractor shall promptly advise SAWPA as soon as reasonably practicable upon gaining knowledge of a
condition, event, or accumulation of events, which may affect the scope and/or cost of services to be provided
pursuant to this Agreement. All proposed changes, modifications, deletions, and/or requests for additional services
shall be reduced to writing for review and approval or rejection by the Commission of SAWPA.

6.05 In the event that SAWPA orders services deleted or reduced, compensation shall be deleted or reduced by a
comparable amount as determined by SAWPA and Contractor shall only be compensated for services actually
performed. In the event additional services are properly authorized, payment for the same shall be made as provided
in Article III above.

ARTICLE VII
TERMINATION OF AGREEMENT

7.01 In the event the time specified for completion of an assigned task in a Task Order exceeds the term of this
Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to
complete such Task Order and thereupon this Agreement shall automatically terminate without further notice.

7.02 Notwithstanding any other provision of this Agreement, SAWPA, at its sole option, may terminate this
Agreement at any time by giving 10 day written notice to Contractor, whether or not a Task Order has been issued to
Contractor.

7.03 In the event of termination, the payment of monies due Contractor for work performed prior to the effective
date of such termination shall be paid after receipt of an invoice as provided in this Agreement.

ARTICLE VIII
CONTRACTOR STATUS

8.01 Contractor shall perform the services assigned by SAWPA in Contractor’s own way as an independent
contractor, in pursuit of Contractor's independent calling and not as an employee of SAWPA. Contractor shall be
under the control of SAWPA only as to the result to be accomplished and the personnel assigned to perform
services. However, Contractor shall regularly confer with SAWPA’s liaison, General Manager, and Commission as
provided for in this Agreement.
8.02 Contractor hereby specifically represents and warrants to SAWPA that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional landscape contractor rendering the same or similar services. Furthermore, Contractor represents and warrants that the individual signing this Agreement on behalf of Contractor has the full authority to bind Contractor to this Agreement.

ARTICLE IX
AUDIT AND OWNERSHIP OF DOCUMENTS

9.01 All draft and final reports, plans, drawings, specifications, data, notes, and all other documents of any kind or nature prepared or developed by Contractor in connection with the performance of services assigned to it by SAWPA are the sole property of SAWPA, and Contractor shall promptly deliver all such materials to SAWPA. Contractor may retain copies of the original documents, at its option and expense. Use of such documents by SAWPA for project(s) not the subject of this Agreement shall be at SAWPA’s sole risk without legal liability or exposure to Contractor.

9.02 Contractor shall retain and maintain, for a period not less than four years following termination of this Agreement, or until June 30, 2021, whichever is later, all time records, accounting records, certified payroll, and vouchers and all other records with respect to all matters concerning services performed, customer forms, implementation documentation, compensation paid and expenses reimbursed. At any time during normal business hours and as often as SAWPA may deem necessary, within reasonable limits, Contractor shall make available to SAWPA or the State’s agents for examination of all such records and will permit SAWPA or the State’s agents to audit, examine and reproduce such records.

ARTICLE X
MISCELLANEOUS PROVISIONS

10.01 This Agreement supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for SAWPA and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

10.02 Contractor shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of SAWPA. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

10.03 In the event Contractor is an individual person and dies prior to completion of this Agreement or any Task Order issued hereunder, any monies earned that may be due Contractor from SAWPA as of the date of death will be paid to Contractor’s estate.

10.04 Time is of the essence in the performance of services required hereunder. The Contractor agrees to be bound by the schedule presented as part of an approved Task Order. Extensions of time within which to perform services may be granted by SAWPA if requested by Contractor and agreed to in writing by SAWPA. All such requests must be documented and substantiated and will only be granted as the result of unforeseeable and unavoidable delays not caused by the lack of foresight on the part of Contractor.

10.05 Contractor shall comply with all local, State and Federal laws, rules and regulations including those regarding nondiscrimination and the payment of prevailing wages.

10.06 SAWPA expects that Contractor will devote its full energies, interest, abilities and productive time to the performance of its duties and obligations under this Agreement, and shall not engage in any other activities that would interfere with the performance of Contractor’s duties under this Agreement or create any conflicts of interest. If required by law, Contractor shall file a Conflict of Interest Statement with SAWPA.
10.07 Any dispute which may arise by and between SAWPA and the Contractor, including the Contractor’s, its employees, agents and subcontractors, shall be submitted to non-binding mediation. However, Contractor shall continue to perform as required by the Agreement during any dispute between SAWPA and Contractor.

10.08 During the performance of the Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status and denial of family care leave. Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12290 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 et seq., 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. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

10.09 Pursuant to Section 1770 and following, of the California Labor Code, Contractor shall not pay less that the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations for the locality in which the work is to be performed and for each craft or type of worker needed to execute the Task Orders. The Contractor or any sub-contractor performing part of said work shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, work days, nondiscrimination, apprentices, maintenance and availability of accurate payroll records and any other matters required under all Federal, State and local laws related to labor. Pursuant to California Labor Code Section 1771.4(a)(2), Contractor shall post job site notices, as prescribed by regulation.

10.10 Contractor’s employees, agents and subcontractors shall adhere to, and comply with, the California Drug Free Workplace Act at Government Code, Sections 8350 through 8357.

10.11 Contractor certifies it will not use any of the residential information such as contact information, address, census tract, and landscaping performed during the Project for any purpose beyond the scope of work described in any Task Orders without the approval of SAWPA.

In witness whereof, the parties hereby have made and executed this Agreement as of the day and year first above-written.

SANTA ANA WATERSHED PROJECT AUTHORITY

Celeste Cantú, General Manager Date

ECOTECH SERVICES, INC.

(Signature) Date Typed/Printed Name
This Task Order is issued by the Santa Ana Watershed Project Authority (hereafter “SAWPA”) to EcoTech Services, Inc. (hereafter “Contractor”) pursuant to the Agreement between SAWPA and Contractor entitled Agreement for Services by Independent Contractor, dated March 1, 2016 (expires December 31, 2018).

I. PROJECT SUMMARY
Through the Project the Contractor will replace up to two hundred sixty thousand (260,000) square feet of living turf grass with drought tolerant landscaping on single family residential properties deemed disadvantaged by the EnviroScreen 2.0 state screening tool within four retail water agency service areas in Orange, Riverside and San Bernardino counties. Residents will be allowed to participate in the Project on a first-come, first-serve basis.

II. PROJECT AREA
The Project Area shall include two hundred sixty (260) to three hundred forty seven (347) single-family residences that are deemed eligible by living in a census tract that receives a score of 76% or higher using the EnviroScreen 2.0 State screening tool. These single family residences shall be eligible after using a SAWPA-approve application process that allows them to request individual landscaping projects that are located in the front yard and fall within the range of seven hundred fifty (750) to one thousand (1,000) square feet. The residents eligible must be retail customers of the City of Santa Ana, Fontana Water Company, Jurupa Community Services District, or West Valley Water District.

III. SCOPE OF WORK / TASKS TO BE PERFORMED
Contractor’s services and responsibilities shall include, but shall not be limited to:
A. The Contractor will remove and replace up to **260,000 square feet** of living turf grass with drought tolerant landscaping on single family residences within the Project Area.

   i. The Contractor will segment the **260,000 square feet** into four areas by completing up to **sixty five thousand (65,000)** square feet for customers of the 1) City of Santa Ana, 2) Fontana Water Company, 3) Jurupa Community Services District, and, 4) West Valley Water District.

B. The Contractor will provide all manpower, equipment, vehicles, and supplies needed to complete the Scope of Work as described in this Task Order and **Attachment A**.

C. The Contractor will maintain books, records, and other material relative to the Project in accordance with generally accepted accounting standards.

D. The Contractor and its subcontractors will identify themselves to eligible and participating residents as a Contractor with the Santa Ana Watershed Project Authority which is partnering with the resident’s local water agency; either the City of Santa Ana, Fontana Water Company, Jurupa Community Services District, or West Valley Water District.

E. The Contractor’s field staff, contractors and subcontractors will display their firm’s identifying information at all times.

F. The Contractor will be able to visit homes up to six days a week, with Saturday-visits utilized as needed for the non-labor tasks contained in Attachment A.

G. The Contractor will conduct all installations per manufacturer’s recommendations. All installations shall be neat and professional in appearance.

H. The Contractor shall not request the use of electrical power from the program participants or the use of the participant’s restroom.

I. The Contractor will provide all new materials, free of defect, for quality installation.

J. All the plants, shrubs and trees used utilized for the Project shall have a warranty that is valid for at least three months after installation.

K. The Contractor shall install the plantings so thirty to fifty percent of the landscaped area is covered by plants, trees and shrubs upon maturity.

L. The Contractor will leave the resident with copies of all manufacturer warranty documentation.

M. The Contractor will leave the resident with a local or toll free call-back number for scheduling tasks included in the Scope of Work.

N. The Contractor will to the best of its ability serve residents on the basis of when they first registered for the Project.

O. The Contractor will maintain customer forms and database to provide the necessary reporting documentation for the purposes of recording Project activity and invoicing to the State.

P. The Contractor will have proper security systems to accept and store information provided by resident’s participating in the Project.

Q. The Contractor will be responsible for providing an operating bilingual customer service center with proper staffing levels to support possible high call volume.

R. The Contractor will respond to every call regarding the Project within 72 hours.

S. The Contractor will conduct a final inspection by a licensed contractor upon completion of the individual projects to verify the project has been completed in accordance with the final plans and specifications.

T. The Contractor will provide the following **deliverables** to SAWPA:

   i. Within two weeks of the execution of the Task Order, a complete list of plants, trees, shrubs, and mulch that will be available to residents through implementation of the Project including copies of the warranties of each item that are valid after at least the first three months of the date of planting;
ii. Within four weeks of the execution of the Task Order, at least four design templates, including pictures and graphical representations, that residents will be able to choose from with each of the templates providing plant coverage for 33% to 50% of the project site including a tree;

iii. Comments to the following forms:
   a) Registration Form (including release of liability)
   b) Cancelation Form
   c) Landscape Assessment Form
   d) Final Landscape Agreement
   e) Inspection Form
   f) Closeout Form

iv. A biweekly updated list that includes the following for each residential project: the residential address, the resident’s name, the resident’s contact information, the water agency servicing the address, type of landscaping design chosen by the resident, the square footage amount, the date completed for each Task of their project, and any unique issues;

v. JPEG files organized by resident showing pre and post landscaping conditions that have global position system (GPS) coordinates embedded in the files;

vi. Monthly invoices, accompanying reports, and copies of all Cancelation Forms, Final Landscape Agreements, Inspection Forms and Closeout Forms executed in that period;

vii. Copies of any Forms upon request.

IV. PERFORMANCE TIME FRAME
Contractor shall begin work upon the date this Task Order is signed by the Authorized Officer and shall complete performance of such services by or before September 30, 2017.

V. SAWPA LIAISON
Mike Antos, Watershed Manager, or his designee shall serve as liaison between SAWPA and the Contractor.

VI. COMPENSATION
For all services rendered by Contractor pursuant to this Task Order, Contractor shall receive up to a total not-to-exceed sum of $1,300,000 in accordance with this Section. Payment for such services shall be made within 30 days upon receipt of timely and proper invoices from Contractor, as required by the above-mentioned Agreement. Each such invoice shall be provided to SAWPA by Contractor in 15 days after the end of the month in which the services were performed. The Contractor will invoice SAWPA in two phases on an individual project basis at the 1) $4.00 per square foot amount after Task Six is completed whereby the resident has confirmed the project completed and a certified landscape contractor has provided a final inspection, and, 2) $0.90 per square foot amount after Task Eight is completed. An up to not-to-exceed sum of $26,000 will be provided for individual projects where residents have forfeited and canceled their project, whereby the Contractor will invoice SAWPA at the $2 per square foot level upon a cancelation after Task Two has been performed by the Contractor. A total of ten percent (10.0%) of the not-to-exceed sum will be held as retention until the Grant Completion Report is submitted by SAWPA and approved by the State.
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 Contractor.
b. The Task Order or Orders issued pursuant to the Agreement, in numerical order.
c. Exhibits or Attachments attached to each Task Order, which may describe, among other things, the Scope of Work, compensation therefore, and State grant requirements.
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

CONTRACTOR NAME

___________________________________________  _____________________
(Signature)                        Date        Print /Type Name
Task One – Preliminary Registered Residents
On a weekly basis, the Contractor will receive a list of addresses and contact information, identified by water agency, for Preliminarily Registered Residents within the Project Area. SAWPA Staff and/or its outreach contractor will transfer copies of registration forms including the releases of liability, hold harmless agreement, the resident’s agreement to maintain the landscape for at least five years, and their choice of a landscape design. Within five businesses days of receiving the weekly list from the outreach consultant, the Contractor will schedule a time with the resident for their Landscape Assessment.

Task Two - Landscape Assessment
On the date scheduled, the Contractor will perform a bilingual in-person site evaluation using a Landscape Assessment Form. Through the assessment, the Contractor will confirm that the information in the resident’s Registration Form is accurate, such as the square footage measurement amount, the presence of living turf grass within that measured amount and the existence of an automated of the irrigation system (controller, valves, sprinkler heads, anti-siphon valve). On the Landscape Assessment Form the Contractor will take notes on the current landscape and surrounding area which can be used to create the Customized Landscape Design. On the form, the Contractor will also take notes of pre-site conditions, such as any current damage to the surrounding pavement or residence, in order to protect the Contractor from liability. The Contractor will install the small yard sign provided by SAWPA so it is publicly visible.

The Contractor shall provide a presentation of the Project process to the resident that includes the resident’s responsibility for irrigating and the risk of grass/weed regrowth. The Contractor shall provide the resident with a copy of the landscape maintenance manual that the SAWPA NGO-partner has developed. The Contractor will take a photograph from the middle of the street-side of the yard (i.e. facing the home) to document the pre-landscaping conditions.

If the resident is deemed ineligible, they will be informed by the Contractor that their funds will be reimbursed by the Santa Ana Watershed Project Authority outreach consultant. If the resident wants to cancel their project after the Landscape Assessment, they will be told this requires approval by the Santa Ana Watershed Project Authority administering the program.

After the Landscape Assessment is complete, the Contractor will document the resident as Registered, with the date the stage was implemented, and notify SAWPA and/or its outreach contractor in its biweekly report.

Task Three – Customized Landscape Design and Final Landscape Agreement
Within two weeks after the Landscape Assessment, the Contractor will send a Customized Landscape Design to Registered Residents. The Contractor will explain the maintenance and water requirements of Customized Landscape Design and any unique issues to the resident’s project. These designs will be based on the design template the customer chose during their Preliminary Registration. Residents will be given a two-week timeframe to review the Customized Landscape Design and make any minor modifications. Along with the Customized Landscape Design, they will be sent, either by mail, email or in-person, a Final Landscape Agreement that allows the characteristics of their yard to be taken into account. If a Resident is unresponsive in providing the necessary agreement and other forms for four weeks after the Resident was provided the Final Landscape Agreement, they will be removed from the Project. The Resident may re-apply to the Project and start the process once again on a first-come, first-served basis. The Contractor shall ensure the Resident receives two contacts by phone and two emails or written notifications before their four week period expires.
After the *Customized Landscape Design and Final Landscape Agreement* is complete, the Contractor will document the resident as *Design Done* with the date the Agreement was executed, and notify SAWPA and/or its outreach Contractor in its biweekly report. If the Resident is unresponsive for four weeks after the date of the transmission of the Final Landscape Agreement, the Contractor will document this in its biweekly report in order for SAWPA to process the deposit. The Contractor will make available the Customized Landscape Design and Final Landscape Agreement to SAWPA and/or its outreach contractor upon request.

**Task Four – Turf Kill Stage One**
The work of this task will be performed on active turf grass before a DigAlert analysis has been conducted for the resident’s property. In approximately the order when the resident first registered for the Project, the, the Contractor will implement *Turf Kill Stage One* as quickly as practicable. The Contractor will visit the Registered Resident’s yard and spray the living turf grass thoroughly with herbicide. The Contractor will remove all turf grass; all dead turf and weeds will be cleaned and scraped using a sod cutter to at least 1 inch depth. The Contractor will lightly till the yard to hasten re-growth and grade it to a smooth and even level, (any other materials will also be removed per customer agreement).

After the *Turf Kill Stage One* is complete, the Contractor will document the resident as *Turf Kill 1 Done* with the date the stage was implemented and notify SAWPA and/or its outreach consultant in its biweekly report.

**Task Five – Turf Kill Stage Two**
After at least seven days after the Turf Kill Stage One, the *Turf Kill Stage Two* will occur and germinating turf or weeds will be sprayed thoroughly with herbicide, raked clean and hauled off-site.

After the *Turf Kill Stage Two* is complete, the Contractor will document the resident as *Turf Kill 2 Done*, with the date the stage was implemented, and notify SAWPA and/or its outreach consultant in its biweekly report.

**Task Six - Planting Stage**
Not less than five days after *Turf Kill Stage Two*, the Contractor will convert overhead sprinkler heads to drip irrigation system and lay drip systems to water the plantings within the selected project area in accordance with the Customized Landscape Design and Final Landscape Agreement. The Contractor will install new plants, shrubs, trees (at least one tree) and mulch in accordance with the Customized Landscape Design and Final Landscape Agreement. 33% to 50% of each project site will be covered with drought tolerant plantings when they reach maturity. The Contractor shall apply a pre-emergent herbicide to suppress weed re-growth. The Contractor will provide the Resident with the *Closeout Form* upon completion of the project and allow the resident to execute it. The landscape contractor will take a photograph from the middle of the street-side of the yard (i.e. facing the home) to document the post-landscaping conditions. A final inspection will be completed by a licensed professional (licensed contractor) who will certify that the Project has been completed in accordance with the Customized Landscape Design and Final Landscape Agreement. If the resident is present, they will certify the work is complete. If they are not present, the certification will occur during Task Seven or Eight.

After the *Planting Stage* is complete, the Contractor will document the resident as *Planting Done* with the date the stage was implemented and inspected and notify SAWPA and/or its outreach consultant in its biweekly report. SAWPA will approve the project by providing, if necessary, a field inspection.

**Task Seven – First Post-Site Follow-up**
One month after *Planting Done*, the Contractor shall visit the project site. The Contractor will endeavor to schedule this visit when the Resident can be present. The Contractor will inspect the plants for
weed/turf regrowth. If evidence of weed/turf regrowth is occurring, the Contractor will spot spray with a herbicide again and remove and haul weed/turf off site if necessary. If drought tolerant plantings have died and are within the scope of the hold harmless agreement, they will be replaced by the Contractor. The Contractor will check irrigation coverage and irrigation emitters for clogs and remove any particles. If weed/turf regrowth is occurring, the Contractor will remind the resident of maintenance and water requirements. If the resident is not present, the Contractor will leave a door-hanger encouraging the resident to keep up the maintenance and/or watering.

After the First Post-Site Follow-Up is complete, the Contractor will document the resident as Visited Once with the date the stage was implemented and notify SAWPA and/or its outreach consultant in its biweekly report. It will include if the resident was home in order for SAWPA to verify.

**Task Eight – Second Post-Site Follow-up**

Three months after Planting Done, Contractor shall visit the project site with the Resident present. The Contractor will inspect the plants weed/turf regrowth. If evidence of weed regrowth is occurring, the Contractor will spot spray with herbicide and remove and haul weed/turf off site if necessary. If weed/turf regrowth is occurring, the Contractor will remind the resident on maintenance and required watering.

After the Second Post-Site Follow-Up is complete the Contractor will document the resident as Visited Twice with the date the stage was implemented, and notify SAWPA and/or its outreach consultant in its biweekly report. It will include if the resident was home in order for SAWPA and/or its outreach consultant to verify.

**Task Nine – Customer Service**

The Contractor will take calls from interested and participating residents as needed, and coordinate with SAWPA Staff and the SAWPA outreach contractor. The Contractor will schedule times with the resident for the above Tasks. The Contractor will explain to Residents the project schedule, including any delays due to the weather, the need for active turf grass, or unforeseen circumstances outside the control of the Contractor. SAWPA Staff and the outreach Contractor will coordinate with the Contractor throughout the Project timeline when questions on behalf of the residents arise such as scheduling, deposits, etc.

**Task Ten – Reporting and Invoicing**

The Contractor will provide monthly invoices to SAWPA at the price per square foot level that includes supporting documentation in a report including JPEG files, and copies of the Final Landscape Agreement, Closeout Forms and Inspection Forms. The invoice shall include the information from the biweekly reports with projects that are ready for invoicing highlighted. Individual projects that have forfeited their deposits shall also be highlighted. The accompanying report will include total square footage of residential project, number of plants/shrubs/trees installed, irrigation changes, additional work done per the Final Landscape Agreement, and copies of the certifications of any professional used to inspect the work performed in the reporting period
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To Whom It May Concern,

EcoTech Services, Inc. (EcoTech) hereby presents its proposal to the Santa Ana Watershed Project Authority (SAWPA) for Drought-Tolerant Landscaping Services. Among the essential water conservation services that we offer, EcoTech specializes in designing and installing drought tolerant landscapes on behalf of public and private entities.

EcoTech is a Small Business Enterprise as well as a Minority Business Owned Enterprise, founded in 2012 by Marcos Quezada who has over fifteen years of experience working in water conservation in Southern California. We help commercial and residential sites improve water-use efficiency through beautiful drought-tolerant landscaping, cutting-edge irrigation technology and sanitary retrofits. Our expert landscape designers and construction team have replaced hundreds of thousands of square feet of turf with drought tolerant gardens on behalf of many cities, school districts, water agencies and private residences.

We invite you to contact our clients to confirm our project implementation experience and to get a first-hand account of the quality of our work and performance. Please do not hesitate to contact me directly if you have further questions.

I am authorized to bind this firm and I hereby commit EcoTech Services, Inc. to provide the services set forth in this proposal.

Respectfully,

Marcos Quezada
President
3. Socal Watersmart Documentation

From: Jamie Warren  jwarren@egia.org
Subject: Fw: Welcome to the SoCal Water$mart Contractor Direct Rebate Option!
Date: September 8, 2015 at 7:25 AM
To: jrosa@ecotechservices.net

Below is a copy of the approval email that was provided previously.

From: Jamie Warren
Sent: Saturday, August 1, 2015 9:22 AM
To: rebates@ecotechservices.net
Subject: Welcome to the SoCal Water$mart Contractor Direct Rebate Option!

Welcome to the SoCal Water$mart Contractor Direct Rebate Option!

Congratulations, your company is now enrolled in the Contractor Direct Rebate Option and you can receive direct rebates from SoCal Water$mart with approval from your customers.

Contractor Direct Rebate Information:
1. Visit www.socalwatersmart.com to select the appropriate program.
2. Click to access the Contractor Direct Rebate Option page and download the Customer Release Form for the type of work you plan to perform.
3. Review the guidelines for the program and project you plan to submit. For example, if the project involves turf removal, you must apply and receive approval prior to starting the work.
4. Upon verification and approval of the rebate application, the SoCal Water$mart rebate check is made out and mailed directly to the Contractor.

For more information about the Contractor Direct Rebate Option contact:
Jamie Warren
Contractor Account Manager
jwarren@egia.org
(916) 480-7329

www.socalwatersmart.com
4. BETTER BUSINESS BUREAU

EcoTech Services’ application for Better Business Bureau accreditation is currently in progress. Documentation of our BBB accreditation can be provided upon completion of their approval process.

5. RELEVANT EXPERIENCE

EcoTech is a landscape contractor that specializes in water conservation specifically. Since 2012 we have replaced thousands of square feet of turf with drought tolerant gardens in Southern California. Our team is well-versed in the unique challenges and opportunities that arise with residential landscape design and construction on both large and small-scales. EcoTech also holds extensive experience in retrofitting commercial landscapes. We offer a complete package for this type of project management, including in-house designers, marketing and a knowledgeable crew of field technicians. We have an established customer service team and a toll-free telephone line available.

Some of the local cities and agencies EcoTech has designed drought tolerant landscapes for include:

City of Arcadia
City of Covina
California American Water
California Water Service
Park Water Company
San Gabriel Valley Water Company
Upper San Gabriel Valley Municipal Water District
Walnut Valley Water District

The following pages detail some of our relevant previous projects. References are provided separately in deliverable no. 12 of this proposal but may overlap with these previous projects.
Project 1: Residential Turf Removal
Lake Breeze Dr.
Yucaipa, CA
Client Reference: Anita Matlock | 951-314-1740

Constructed: June 2015

Landscape design and construction by EcoTech Services. Drought tolerant plants were installed and existing irrigation was retrofitted to low-volume drip.
Project 2: Residential Turf Removal  
Capehart Ave  
Duarte, CA

Constructed: May 2015

Landscape design and construction by EcoTech Services. Drought tolerant plants were installed and existing irrigation was retrofitted to low-volume drip.
Project 3: **Residential Turf Removal**
Colorado Ave
Glendora, CA

**Constructed:** January 2015

Landscape design by our partner WaterWise Consulting, construction by EcoTech Services. Drought tolerant plants were installed and existing irrigation was retrofitted to low-volume drip.
Large Landscape Turf Removal

Tiffany Tran | 626-448-6183
San Gabriel Valley Water Company

EcoTech constructed over 68,000 square feet of drought tolerant gardens at five schools for SGVWC in the Mountain View School District and the El Monte Union High School District. All five projects involved turf removal and retrofitting the irrigation to a drip system.

South El Monte High School
1001 Durfee Ave
South El Monte, CA 91733
September 2015
24,852 sq. ft.

Madrid Middle School
3300 Gilman Rd
El Monte, CA 91732
August 2015
15,000 sq. ft.

Baker Elementary
12043 Exline St
El Monte, CA 91732
July 2015
10,000 sq. ft.

Twin Lakes Elementary
3900 Gilman Rd
El Monte, CA 91732
June 2015
9,578 sq. ft.

F. Ledesma High School
12347 Ramona Blvd
El Monte, CA 91732
January 2014
9,070 sq. ft.
Project 5: San Marino City Hall
2200 Huntington Dr.
San Marino, CA 91108

Client Reference: Kimberly Smith | 626-614-2532
California American Water

Architect: John Tikotsky, ASLA

Constructed: July 2015

Landscape design by our sub-consultant John Tikotsky. EcoTech served as prime construction contractor and worked closely with the City of San Marino. This project was funded by California American Water and is designed to demonstrate drought tolerant landscaping as a turf alternative to the San Marino community. Drought tolerant plants and low-volume irrigation were installed.
Project 6: Conservation Demonstration Garden
2632 W. 237th St.
Torrance, CA 90505

Client Reference: Susan Cordone | 310-257-1470
California Water Service

Architect: David Laforga

Constructed: June 2015

Landscape design by our sub-consultant David Laforga. EcoTech served as prime construction contractor. This turf removal project, located at California Water Service’s headquarters in Torrance, is designed to demonstrate drought tolerant landscaping to their customers and the general public. Drought tolerant plants, low-volume irrigation and permeable hardscape were installed.
**Project 7:** California-Friendly Demonstration Garden  
2000 S Tubeway Ave  
Commerce, CA 90040  

**Client Reference:** Susan Cordone  
California Water Service  
310-257-1470

**Architect:** David Laforga

**Constructed:** December 2014

Design by our sub-consultant David Laforga. EcoTech served as prime construction contractor. This project, located at California Water Service’s office in Commerce, is designed to demonstrate drought tolerant landscaping to their customers and the general public. Landscape water use was reduced by approximately 60%.

**BEFORE**

---

**AFTER**
Project 8: **Covina City Hall**  
125 E College St.  
Covina, CA 91723

Client Reference: Elena Layugan | 626-443-2297  
Upper San Gabriel Valley Municipal Water District

**Designer:** Rob Moore

**Constructed:** May 2014

Landscape design by our sub-consultant Rob Moore. EcoTech served as prime construction contractor and worked closely with the City of Covina. This turf removal project was funded by Upper San Gabriel Valley Water District and is designed to demonstrate drought tolerant landscaping to the Covina community. Drought tolerant plants, low-volume irrigation and permeable hardscape were installed.
Project 9: **Sustainable Landscape Demonstration Garden**
2nd Ave. and Huntington Dr.
Arcadia, CA 91006

Client Reference: Elena Layugan | 626-443-2297
Upper San Gabriel Valley Municipal Water District

Designer: Rob Moore

**Constructed:** August 2014

Landscape design by our sub-consultant Rob Moore. EcoTech served as prime construction contractor and worked closely with the City of Arcadia. This 7,700 square foot turf removal project was funded by Upper San Gabriel Valley Water District and is designed to demonstrate drought tolerant landscaping to the Arcadia community. Drought tolerant plants, low-volume irrigation and permeable hardscape were installed.
6. KEY PERSONNEL RESUMES

MARCOS QUEZADA
President
mquezada@ecotechservices.net

Education

California State Polytechnic University, Pomona, CA
    Landscape Irrigation Science Major, 2002
    Ornamental Horticulture Minor

Professional Experience

President, January 2012 to Present
EcoTech Services, Inc., Monrovia, CA
    Marcos Quezada founded EcoTech Services, Inc. in January of 2012. EcoTech specializes in implementing water conservation programs, with an emphasis on outdoor water conservation. Marcos Quezada has managed the conversion of hundreds of thousands of square feet of lawn to drought-tolerant gardens and managed the delivery and installation of thousands of toilets and other high-efficiency sanitary fixtures. Mr. Quezada has taken EcoTech from a startup company to an established entity in the water conservation field in Southern California.

Director, 2001 to Present
WaterWise Consulting, Inc., Glendora, CA
    Marcos Quezada co-founded WaterWise Consulting, Inc. in May of 2001. Mr. Quezada remains part owner of this Company and serves as Director. WaterWise is a firm specializing in providing water-use evaluations and studies, as well as offering training workshops to improve water management. Marcos Quezada served as the lead Technical Advisor at various periods and he also served as President of the Company for four years (from 2005 to 2009). Marcos Quezada was instrumental in taking WaterWise from a partnership (two individuals) to a corporation with over forty employees (at its height) throughout California. WaterWise is still in operation and is considered a leader in implementation of water conservation programs. Mr. Quezada was responsible for creating technical tools needed for the thousands of commercial, landscape, and residential water-use evaluations and reports.

Technical Advisor & Professional Training Consultant, 1997 to 2001
Metropolitan Water District of Southern California (MWD), Los Angeles, CA
    Mr. Quezada served as a professional instructor of water management classes for MWD as a consultant from 1997 to 2001. During that time, Mr. Quezada also worked in the capacity of Technical Advisor to the Conservation Branch by providing technical review of conservation project proposals and supervising projects participating in MWD’s conservation credits program.

Certifications & Associations

C27 Landscape Contractor License in California
Certified Water Manager, California Landscape Contractors Association
Certified Landscape Irrigation Auditor, Irrigation Association
Advisory Council, Cal Poly Pomona Center for Turf, Irrigation, & Landscape Technology
MALCOLM MCLAREN
Director of Operations
mmclaren@ecotechservices.net

Education

Pasadena City College, Pasadena, CA
Associates Degree in Engineering and Technology, 2014

Professional Experience

Director of Operations, May 2015 to Present
EcoTech Services, Inc., Monrovia, CA
Roles include project planning, employee management, and budget tracking and development. Develop working relationships with customers to solve any unseen problems and continue good customer relations throughout process. Ensure efficient operation of landscape division by promoting strong work ethics, developing process changes, and delegation of work only to our most qualified individuals based on the complexity of the job at hand.

Irrigation Auditor, October 2013 to Present
AquaSave, Greater Los Angeles, CA
Facilitated irrigation auditing in mostly San Gabriel Valley as well as parts of surrounding areas. Developed zone mapping and reports for all audits to be submitted to customers. Appointed as Area Managing member for San Gabriel to be involved with all audits in the area.

Retrofit Supervisor, January 2015 to May 2015
AquaSave, Greater Los Angeles, CA
Facilitated irrigation retrofit projects in San Gabriel Valley. Supervised and directed employees during entire retrofit process from beginning to end. Compared budget values with work necessary to determine where cost can be cut prior to beginning project. Purchased all equipment necessary for project completion.

Operations Manager, January 2012 to June 2013
Generation Water, Los Angeles, CA
Promoted to operations manager while continuing part time efforts in data supervision. Roles included project planning, employee management, and budget tracking and development. Developed working relationships with customers to solve any unseen problems and continue good customer relations throughout process.
NAYELI MIZOO
Program Manager
nmizoo@ecotechservices.net

Professional Experience

Program Manager, October 2014 to Present
EcoTech Services, Inc., Monrovia, CA
Nayeli Mizoo started with EcoTech as a customer care representative for Toilet Direct, Toilet CarW, and Toilet Distribution programs. Responsibilities included addressing customer questions, requests and concerns accordingly to program policy guidelines. Additional responsibilities included data entry and coordinating delivery routes for CarW and Direct Programs. As a customer care representative her objective was to deliver quality customer care with a professional representation on behalf of the water agency and for their customers.

In January of 2015, Nayeli was promoted to customer care supervisor. As supervisor, she trained and supervised the quality of customer care provided by representatives. Additional responsibilities included product inventory management and logistics supervision for toilet distribution and multi-family retrofit programs.

In April of 2015, Nayeli was promoted to Program Manager. She has supervised, managed, and reported the distribution of over 3,600 toilets. Working as a liaison between the water agencies and the end user, Nayeli effectively communicates with all parties involved in the development of a program to successfully conserve water.

Sales Representative, January 2015 to Present
EcoTech Services, Inc., Monrovia, CA
Nayeli Mizoo became a Sales Representative for Kurapia, a new utility ground cover product. EcoTech Services, Inc. is one of the two single brokers in the US for this patented product. Far beyond sales, Nayeli focuses on educating the consumer on the unique features this product has to offer. Since she began representing Kurapia on behalf of EcoTech, sales have increased by 50%.
Rob Moore
Principal, California Native Landscape Design
calnativeterob@gmail.com | 714-904-9069

Education

PCD Institute School of Landscape Design

Professional Experience

Principal, 2010 to Present
California Native Landscape Design
California Native...California Friendly!
3 recommendations available upon request

Contributing Editor, 2012 to May 2013
Fremontia, Journal of the California Native Plant Society
Coordinating deliberations and decisions among committee members regarding the issue’s content and contributors. Securing commitments from authors, and reviewing first drafts.

Board Member, December 2010 to December 2012
Orange County Chapter California Native Plant Society

Sustainability Co-Chair, Greater LA District, 2010 to 2012
Association of Professional Landscape Designers

Intern/Apprentice, May 2006 to June 2010
Appleseed Landscape Design

Organizations & Honors

California Native Plant Society, Member June 2007 to Present
Winner of "California Living Award" in Roger's Gardens California Friendly Garden Contest 2015
Winner of "Best Native Garden" in Roger's Gardens California Friendly Garden Contest 2011

Publications

Where to Begin: Advice for Designing your Native Plant Garden

The Art and Science of California Native Garden Design

A Case for Native Landscape Design
The Designer June 1, 2010
7. ORGANIZATIONAL CHART

The following are key personnel who will be responsible for implementing the program. Please see attached resumes for additional qualifications and certifications.

Marcos Quezada, President
Thousands of square feet of turf have been converted to drought tolerant gardens through programs that were managed by Marcos over the last four years. Marcos will work directly with Program representatives to set up effective logistics and project timelines. Marcos shall be responsible for providing the full project documentation specified by SAWPA.

Malcolm McLaren
Director of Operations
Malcolm shall supervise all landscape technicians and oversee daily landscape construction operations.

Nayeli Mizoo
Program Manager
Nayeli shall supervise all customer service representatives and oversee quality assurance. Ms. Mizoo shall also be responsible for overseeing proper implementation of service calls.

Rob Moore
Sub-Consultant, California Native Plant Expert
Rob is a member of the Association of Professional Landscape Designers and has served as their Co-Chair for Office of Sustainability. He has written articles for publication in the Journal of the California Native Plant Society and lectured on topics related to attracting beneficial wildlife to gardens. Rob has designed and overseen the installation of sustainable gardens in San Diego, San Bernardino, Los Angeles and Orange Counties.
8. Firm Capability

EcoTech is a results-oriented company who understands that timeline and deliverables are the most important aspects of a project schedule. We fully acknowledge SAWPA’s goal of re-landscaping 260,000 square feet of turf over a period of one year.

There are many elements that need to be in place in order to a program of this size. We have all logistical aspects in place in order to successfully implement this program for SAWPA. Here are some highlights of how we currently operate to meet our clients’ needs:

1. **Bilingual Customer Service**
   a. Proper staffing levels to support high call volume
   b. Trained team allows for reduced wait time for customers

2. **Voice over Internet Protocol (VoIP) Phone System**
   a. Ability to handle high call volume
   b. Virtual Receptionist – call wait with water conservation greeting
   c. Ability to screen and easily produce call reports

3. **Online Database for Accessing Information in “Real-Time”**
   a. Field staff can instantly access our online database for customer and program information
   b. Service addresses and their current project phase readily available to field technicians
   c. Database available to SAWPA at any time for program tracking

4. **Field Technicians, Vehicle Fleet, Service Territories**
   a. Our field technicians have the ability to visit up to five homes a day, depending on site's project phase and square footage
   b. If needed, EcoTech will hire additional field technicians in event of increased program participation
   c. Current vehicle fleet is able to meet demand

EcoTech has the customer service staff, field technicians, tools and the fleet to be able to reach the goals set by SAWPA and implement the Program with efficiency.
9. SAMPLE DESIGN

This sample design is for a single family residential property at approximately 1,000 square feet. Plant types, ground coverage type and irrigation modification details are included on the following page.
PLANTING NOTES AND SPECIFICATIONS

PLACE PLANTS ACCORDING TO THEIR MATURE HEIGHT AND WIDTH.

DIG A RECTANGULAR HOLE A COUPLE INCHES LESS DEEP THAN THE ROOT BALL’S HEIGHT (THE SOIL AND ROOTS TOGETHER) AND TWICE AS WIDE. MAKE THE CORNERS OF THE HOLE HARD RIGHT-ANGLES TO ENCOURAGE ROOTS TO PENETRATE THE WALLS OF THE HOLE (ROUND HOLES PROMOTE ROOT GROWTH THAT ENCIRCLES THE SMOOTH WALLS CAUSING THE PLANT TO BECOME ROOT-BOUND). IF PLANTING IN DRY SOIL, FILL THE HOLE WITH WATER AND ALLOW IT TO TOTALLY DRAIN BEFORE PLANTING.

SET PLANT (IN THE CONTAINER) INTO THE HOLE TO BE SURE THE HOLE IS NOT TOO DEEP. THE TOP OF THE ROOT BALL (OR SOIL IN THE CONTAINER) SHOULD BE HIGHER (1”-2”) THAN SURROUNDING SOIL TO ACCOUNT FOR SETTLING.

CAREFULLY REMOVE THE PLANT FROM ITS CONTAINER TIPPING THE CONTAINER TO THE SIDE. PRESS WITH THE PALM OF YOUR HAND TO LOOSEN THE ROOT BALL AND PUSH GENTLY AGAINST THE CONTAINER TO SLIDE THE PLANT OUT. IF THE PLANT IS ROOT-BOUND, USE YOUR FINGER AND SCRAPE DOWN THE SIDE OF THE ROOT BALL ON TWO SIDES AND ACROSS THE BOTTOM TO LOOSEN THE ROOTS BEFORE PLACEMENT IN THE HOLE. BE CAREFUL TO KEEP THE SOIL AROUND THE ROOT BALL INTACT. HOLD THE PLANT AT THE BASE TO SUPPORT THE ROOT BALL UNDERNEATH AS YOU MOVE IT TO THE HOLE.

IMPORTANT NOTE: PLACE THE PLANT IN THE HOLE CAREFULLY; DISTURBING THE ROOT BALL VERY LITTLE AND BACKFILL WITH NATIVE SOIL ONLY. NO DG, AMENDMENTS, OR FERTILIZERS. PACK BACKFILL FIRMLY AROUND THE PLANT BY PRESSING DOWN WITH YOUR HANDS TO REMOVE ANY AIR POCKETS. DON’T STOMP ON TOP OF THE ROOT BALL AS THIS MAY DAMAGE THE ROOT SYSTEM.

ADD A LAYER OF 2”- 4” GRIND BARK MULCH AT A MINIMUM DEPTH OF 3” TO ALL PLANTED AREAS. START 4” IN DIAMETER FROM THE CROWN (STEM) OF THE PLANT AND SPREAD OUT TO MATURE WIDTH OF THE PLANT PER PLAN.

WATER EACH PLANT WELL MAKING SURE ENOUGH WATER IS APPLIED TO REACH AND SATURATE THE ROOT BALL, BACK-FILL, AND SURROUNDING SOIL.

RETROFIT EXISTING IRRIGATION SYSTEM TO A POINT-SOURCE MICRO SPRAY DRIP SYSTEM WITH A PRESSURE COMPENSATING KIT. PLACE EMITTERS AT EACH PLANT INSTALLED.

IMPORTANT NOTE: NATIVE PLANTS NEED AS MUCH WATER AS NON-NATIVE PLANTS DURING THE FIRST GROWING SEASON. NEWLY PLANTED NATIVES, AND NON-NATIVE DROUGHT TOLERANT PLANTS, ARE VULNERABLE TO WATER STRESS, ESPECIALLY IF PLANTED DURING THE SPRING AND SUMMER. IRRIGATE EVERY OTHER DAY FOR THE FIRST WEEK, THEN CUT BACK TO ONCE A WEEK TO ENCOURAGE DEEP ROOTING. BE SURE THE ROOT BALL DOES NOT DRY OUT DURING THE INITIAL THREE-MONTH ESTABLISHMENT PERIOD. ONCE PLANTS ARE ESTABLISHED (TYPICALLY AFTER ONE YEAR), ADJUST IRRIGATION RATE TO APPLY 1” - 2” OF WATER, ONCE OR TWICE A MONTH IN THE EARLY MORNING HOURS DEPENDING UPON NATURAL RAINFALL AMOUNTS AND SOIL PERCOLATION RATES.

IMPORTANT NOTE: WHEN POSSIBLE, ANY EXISTING ROCKS 2” AND LARGER EXCAVATED DURING CONSTRUCTION WILL BE DECORATIVELY INCORPORATED INTO THE NEW LANDSCAPE DESIGN.

### PLANT LIST

<table>
<thead>
<tr>
<th>ID</th>
<th>Qty</th>
<th>Botanical Name</th>
<th>Common Name</th>
<th>Scheduled Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>AP</td>
<td>3</td>
<td>ARISTIDA PURPURIA</td>
<td>PURPLE THREE AWN</td>
<td>1 GAL</td>
</tr>
<tr>
<td>ASB</td>
<td>1</td>
<td>ARTEMISIA CALIFORNICA</td>
<td>SAGEBRUSH ‘MONTERA’</td>
<td>1 GAL</td>
</tr>
<tr>
<td>BS</td>
<td>4</td>
<td>CAREX DIVULSA</td>
<td>BERKELY SEDGE</td>
<td>1 GAL</td>
</tr>
<tr>
<td>CHD</td>
<td>2</td>
<td>CEANOTHUS</td>
<td>WILD LILAC ‘HEARTS DESIRE’</td>
<td>1 GAL</td>
</tr>
<tr>
<td>CPR</td>
<td>6</td>
<td>CEANOTHUS GLORIOSUS</td>
<td>WILD LILAC ‘PT. REYES’</td>
<td>1 GAL</td>
</tr>
<tr>
<td>EWR</td>
<td>3</td>
<td>ERIGERON GLAUCUS</td>
<td>SEASIDE DAISY</td>
<td>1 GAL</td>
</tr>
<tr>
<td>EWS</td>
<td>7</td>
<td>EPILOBIUM</td>
<td>CALIFORNIA FUCHSIA, PROSTRATE VARIETY</td>
<td>1 GAL</td>
</tr>
<tr>
<td>GFS</td>
<td>2</td>
<td>GALVEZIA SPECIOSA</td>
<td>FIRECRACKER SNAPDRAGON, 'FIRECRACKER'</td>
<td>1 GAL</td>
</tr>
<tr>
<td>JP</td>
<td>3</td>
<td>JUNCUS PATENS</td>
<td>CALIFORNIA GRAY RUSH</td>
<td>1 GAL</td>
</tr>
<tr>
<td>LAM</td>
<td>7</td>
<td>LAVANDULA ANGSTIFOLIA</td>
<td>LAVENDER, ‘MUSTEAD’</td>
<td>1 GAL</td>
</tr>
<tr>
<td>LCM</td>
<td>1</td>
<td>LAERSTROEMIA</td>
<td>CRAPE MYRTLE</td>
<td>15 GAL</td>
</tr>
<tr>
<td>MR</td>
<td>3</td>
<td>MULLENBERGIA RIGENS</td>
<td>DEER GRASS</td>
<td>1 GAL</td>
</tr>
<tr>
<td>SG</td>
<td>4</td>
<td>SALVIA GREGGII</td>
<td>AUTUMN SAGE</td>
<td>1 GAL</td>
</tr>
<tr>
<td>SS</td>
<td>1</td>
<td>SALVIA</td>
<td>SAGE, ‘SKYLARK’</td>
<td>1 GAL</td>
</tr>
<tr>
<td>SWG</td>
<td>1</td>
<td>SALVIA</td>
<td>SAGE, ‘WINIFRED GILMAN’</td>
<td>1 GAL</td>
</tr>
<tr>
<td>YP</td>
<td>6</td>
<td>ACHILLIA MILLEFOLIUM</td>
<td>YARROW, ‘MOONSHINE’</td>
<td>1 GAL</td>
</tr>
</tbody>
</table>
10. PLANT IDENTIFICATION

EcoTech shall produce landscape designs that only incorporate drought tolerant and California native plant species appropriate for Orange County and the Inland Empire. Plants will be under warranty for three months after installation. Species selection may vary due to seasonal availability and will be dictated by each site's climate conditions, such as sun exposure and slope. Suitable plant palettes and substitutions for this program will be provided by our consultant plant expert and approved by SAWPA before use. The plant identification below from our sample design identifies a possible plant pallet to be used for this program along with their Water Use Classification of Landscape Species (WUCOLS) water requirement for Orange County.

<table>
<thead>
<tr>
<th>Botanical Name</th>
<th>Common Name</th>
<th>WUCOLS Water Requirement (OC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARISTIDA PURPURIA</td>
<td>PURPLE THREE AWN</td>
<td>VERY LOW</td>
</tr>
<tr>
<td>ARTEMISIA CALIFORNICA</td>
<td>SAGEBRUSH ‘MONTERA’</td>
<td>VERY LOW</td>
</tr>
<tr>
<td>CAREX DIVULSA</td>
<td>BERKELY SEDGE</td>
<td>LOW</td>
</tr>
<tr>
<td>Ceanothus</td>
<td>WILD LILAC ‘HEARTS DESIRE’</td>
<td>LOW</td>
</tr>
<tr>
<td>Ceanothus Gloriosus</td>
<td>WILD LILAC ‘PT. REYES’</td>
<td>LOW</td>
</tr>
<tr>
<td>Erigeron Glaucus</td>
<td>SEASIDE DAISY</td>
<td>LOW</td>
</tr>
<tr>
<td>Epiobium</td>
<td>CALIFORNIA FUCHSIA, PROSTRATE VARIETY</td>
<td>VERY LOW</td>
</tr>
<tr>
<td>Galvezia Speciosa</td>
<td>FIRECRACKER SNAPDRAGON, ‘FIRECRACKER’</td>
<td>VERY LOW</td>
</tr>
<tr>
<td>Juncus Patens</td>
<td>CALIFORNIA GRAY RUSH</td>
<td>LOW</td>
</tr>
<tr>
<td>Lavandula Angustifolia</td>
<td>LAVENDER, ‘MUSTEAD’</td>
<td>LOW</td>
</tr>
<tr>
<td>Laerstroemia</td>
<td>CRAPE MYRTLE</td>
<td>*MODERATE</td>
</tr>
<tr>
<td>Muhlenbergia Rigens</td>
<td>DEER GRASS</td>
<td>LOW</td>
</tr>
<tr>
<td>Salvia Greggii</td>
<td>AUTUMN SAGE</td>
<td>LOW</td>
</tr>
<tr>
<td>Salvia</td>
<td>SAGE, ’SKYLARK’</td>
<td>LOW</td>
</tr>
<tr>
<td>Salvia</td>
<td>SAGE, ’WINIFRED GILMAN’</td>
<td>LOW</td>
</tr>
<tr>
<td>Achillia Millefolium</td>
<td>YARROW, ’MOONSHINE’</td>
<td>LOW</td>
</tr>
</tbody>
</table>

* This tree selection does have a moderate water requirement but the benefits of a tree in a drought tolerant landscape greatly outweigh its water use. These benefits include shade, heat island reduction, dynamic aesthetic and an increase in quality of life.

11. GROUND COVERAGE IDENTIFICATION

For this program the ground coverage will consist of commercial grade weed cloth and a 3-inch layer of dark brown 2 to 4-inch grind bark mulch free of any lumber pieces or trash. Mulch grind of this size will supress weeds and prevent it from being carried off by the wind.
12. REFERENCES

Elena Layugan  
626-443-2297  
Conservation Coordinator  
Upper San Gabriel Valley Municipal Water District

EcoTech has constructed three large drought tolerant demonstration gardens for USGVMWD. All three involved turf removal and retrofitting the irrigation to a drip system.

- Buena Vista St and Galen St  
  Duarte, CA 91010  
  June 2015

- 2nd Ave and Huntington Dr  
  Arcadia, CA 91006  
  August 2014

- 125 E College St  
  Covina, CA 91723  
  May 2014

Tiffany Tran  
626-448-6183  
Water Conservation Coordinator  
San Gabriel Valley Water Company

EcoTech constructed over 68,000 square feet of drought tolerant gardens at five schools for SGVWC. All five projects involved turf removal and retrofitting the irrigation to a drip system.

- South El Monte High School  
  1001 Durfee Ave  
  South El Monte, CA 91733  
  September 2015

- Madrid Middle School  
  3300 Gilman Rd  
  El Monte, CA 91732  
  August 2015

- Baker Elementary  
  12043 Exline St  
  El Monte, CA 91732  
  July 2015

- Twin Lakes Elementary  
  3900 Gilman Rd  
  El Monte, CA 91732  
  June 2015

- F. Ledesma High School  
  12347 Ramona Blvd  
  El Monte, CA 91732  
  January 2014
Patrick Soto  
**909-201-7391**  
Conservation Specialist  
Fontana Water Company  

EcoTech is the installation contractor for Fontana Water Company’s Smart Controller and Nozzle Retrofit Program, which offers free irrigation water-use efficiency services to their residential customers. To date EcoTech has retrofitted 64 Fontana homes in this program since it began in March 2015.

Anita Matlock  
**951-314-1740**  
Area Specification Manager, Rain Bird  

EcoTech designed and constructed a drought tolerant landscape at this private residence in June 2015.

Sandi Linares-Plimpton  
**323-201-5511**  
Public Affairs Officer  
Central Basin Municipal Water District  

EcoTech has constructed five large drought tolerant demonstration gardens for Central Basin MWD. All five involved turf removal and retrofitting the irrigation to a drip system.

El Rancho Verde Park  
La Palma, CA 90623  
January 2013

Clara Park  
4835 Clara St  
Cudahy, CA 90201  
June 2012

Whittier Greenway Trail  
13511 Lambert Rd  
Whittier, CA 90605  
March 2012

Juan Matias Sanchez Adobe  
946 N Adobe Ave  
Montebello, CA 90640  
January 2012

South Gate Park  
4900 Southern Ave  
South Gate, CA 90280  
November 2011
13. PROPOSED COST

This proposed cost includes *all tasks* and deliverables listed in SAWPA’s scope of work for Drought Tolerant Landscaping Services. The cost per square foot below is *all inclusive* of taxes and overhead associated with product purchasing, program administration and execution of all nine phases of the suggested scope of work. Reports and invoices shall be submitted to SAWPA at the determined interval throughout the program, or as requested. Backup hard copy documentation shall be safely stored by EcoTech. Copies of completed program forms shall be made available to SAWPA upon request.

Our proposed cost provides landscape design options that can be tailored to address various factors that will inevitably change with service location.

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Cost Per Square Foot</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drought Tolerant Landscaping Services</td>
<td>$5.60</td>
</tr>
</tbody>
</table>
Santa Ana Watershed Project Authority

Request for Proposals

For Drought-Tolerant Landscaping Services

Tuesday, October 6, 2015
Santa Ana Watershed Project Authority
11615 Sterling Avenue
Riverside, CA 92503

Phone: (951) 354-4220
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Notice

The Santa Ana Watershed Project Authority (SAWPA) is seeking proposals for Drought-Tolerant Landscaping Services for the Santa Ana River Watershed. The services are needed for replacing up to 260,000 square feet of turf grass with drought tolerant landscaping on residential properties within four areas within Orange, Riverside and San Bernardino counties. The purpose of the Request for Proposals (RFP) is to solicit competitive proposals to identify a firm or individual that is well qualified, professional and has the capacity to provide this level of service.

Submission Details

Submission Deadline
All submissions to this RFP must be submitted electronically, as stated below, no later than:

November 10, 2015
No later than 5:00pm

Submission Delivery Address
The following email address is to be used for all submissions, questions and clarifications:

Ian Achimore
Senior Watershed Manager
Direct Line: 951.354.4233
Email: iachimore @ sawpa.org

Document Standards
- File Name must be formatted as “Nameoffirm_Landscaping”
- Must be in Microsoft Word format, or Adobe PDF format
- File name must end in “.doc, .docx,”or “pdf”
Proposed Schedule

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Release Date</td>
<td>October 6, 2015</td>
</tr>
<tr>
<td>Submission Due Date</td>
<td>November 10, 2015</td>
</tr>
<tr>
<td>Expected Decision by SAWPA Staff</td>
<td>November 24, 2015</td>
</tr>
<tr>
<td>Expected Contract Execution (SAWPA Commission)</td>
<td>December 15, 2015</td>
</tr>
<tr>
<td>Expected Start to Landscaping Implementation</td>
<td>March 7, 2016</td>
</tr>
<tr>
<td>Expected End for Landscaping Implementation*</td>
<td>March 30, 2017</td>
</tr>
</tbody>
</table>

*If residential properties do not submit for landscaping services at the expected rate, then implementation can occur beyond March 30, 2017.

Right to Change RFP and Process

SAWPA reserves the right to reject any and all submissions, in whole or in part, to advertise for new submissions, to abandon the need for services, and to cancel or amend this RFP at any time. SAWPA reserves the right to waive any formalities in the RFP process, consistent with applicable laws.

Introduction to Scope of Work

SAWPA is working with several water districts throughout northern Orange County and western San Bernardino and western Riverside counties to generate residential water conservation by utilizing a C27 licensed landscaping contractor to replace residential turf grass with drought tolerant (climate appropriate) landscaping.

The scope of the project will be in four water district service areas:

- City of Santa Ana
- Fontana Water Company
- Jurupa Community Services District
- West Valley Water District
The potential residential projects are represented by the green areas in the above program map. The residential projects will be single family households that first qualify as a disadvantage community and then sign up for the landscaping through a SAWPA-led process.

The total square footage for the entire scope of work is 260,000 square feet, with a range of 500 to 1,000 square feet per individual project. 33%-50% of each project site will be covered with drought tolerant plantings when they reach maturity and the plants shall have a warranty that is valid for three months after installation.

Many of SAWPA’s partnering agencies have been able to provide a turn-key approach at a reasonable cost per square feet. The costs by the firm or individual, which will be billed to SAWPA at a dollar per square foot rate, are expected to cover the following tasks:

- Landscape Site Assessments
- Site Designs-Template Design Options
- Permanent Turf Removal (Herbicide and Sod Cutting)
- Climate Appropriate Plants and Shrubs
- Ground coverage such as mulch, rocks, etc.
- Planting and laying plants/shrubs and ground coverage
- Light tilling and grading as needed
- Drip Irrigation Conversion Kits
- Pressure Compensating Kits
- Microsprays
RFP for Drought-Tolerant Landscaping Services

- Weed Barriers
- Plant and Irrigation System Installation
- Spot-Spraying for Grass Regrowth Post-Project
- Program Administration (tracking, photo documentation, customer service, etc.)
- Follow-up Customer Service in Special Circumstances

The landscaping contractor will not bill for partially completed sites, for example, completing 250 square feet of a 500 square foot residential site. The landscaping contractor will generally complete work in the order that residents enroll in the conservation program. A schedule will be provided to SAWPA every two weeks showing the residences that will be visited by the landscaping contractor.

Detailed Scope of Work

A scope of work includes the following phases.

**Phase One - Administrative Actions**
SAWPA, the water agencies and their outreach contractors will identify potential participants within the four service areas, explain the program and pre-qualify customers, and provide customer lists to landscaping contractor. Customers will be required to sign a release of liability form which informs them that the program is voluntary and that they hold harmless any of the agents under the program responsible for future repairs or changes to their landscape/irrigation system. The landscaping contractor will provide a schedule to SAWPA every two weeks on the residences that will be visited.

**Phase Two - Landscape Pre-Assessment and Landscape Design**
A site pre-evaluation will be performed including assessing the current landscaping and automated irrigation system (customer must have living grass and an automated system), signing of program forms, and the presentation of the program process that includes responsibility for irrigating and the risk of grass/weed regrowth. The landscape contractor will take photo documentation to establish pre-landscaping conditions. The landscape design process begins with a program orientation that includes the discussion of potential lay-out, plant selection, maintenance requirements, new irrigation system, weed barrier, mulch, etc.

**Phase Three - Landscape Design**
A completed site design will be presented to customers one week after initial site visit. These designs will largely be from ready-made templates provided by the landscaping contractor. Customers will be given a one-week timeframe to review their plan and make any minor modifications. After the two week period expires, if a customer is unresponsive, they will be removed from the program. Only under special circumstances will customer modifications be accepted after the two week period.

**Phase Four - Turf Kill Process**
The project site will be sprayed thoroughly with weed killer and a waiting period will occur (this process may be modified depending upon other proposed methods)

**Phase Five - Turf Removal**
Turf will be removed; all dead turf and weeds will be cleaned and scraped using a sod cutter to a 1 inch depth. The yard will be lightly tilled to hasten re-growth and will be graded to a smooth and even level, (any other materials will also be removed per customer agreement). An at least seven day waiting period will occur until next step.

**Phase Six - Final Spray**
Final spraying will occur and germinating turf or weeds will be raked clean, followed by a three to five day waiting period.

**Phase Seven - Planting and Mulching**
A weed barrier will be installed and overhead sprinkler heads will be converted to drip irrigation system using a conversion kit. The new plants and mulch will be laid, followed by the signing of the project completion form by the customer who signed the initial forms. Photo documentation of the project site will be taken by the landscape contractor and provided to the SAWPA through reporting (Phase 8).

**Phase Eight – Reporting by Contractor**
The landscaping contractor will provide reports to SAWPA for invoicing and reporting purposes that include items such as total square footage of residential project, number of plants installed, irrigation changes, and additional work done. Supporting documentation such as receipts, copies of checks and timesheets shall also be provided. The contractor will maintain customer forms and database to provide the necessary reporting documentation for the purposes of recording program activity and invoicing to the State.

**Phase Nine - Post-Site Follow-up**
After both a one month and three month period after the planting, the project site will be visited by the landscape contractor.

**Resources**

- SAWPA Website - [www.sawpa.org](http://www.sawpa.org)
- SAWPA Service Area Map - [http://www.sawpa.net/](http://www.sawpa.net/)

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Deliverables for the RFP Responses

In responding to the RFP, the firm or individual shall respond to each of the following questions by numbering their responses 1-13. Please provide answers in the same order of the corresponding questions provided.

1. Provide a summary of your firm (including; primary person of contact, company name, address, telephone number, and email address) signed by the person authorized to bind the company. This should explain the primary business of the company.
2. Provide documentation of your active C27 license and general contractor license covering this type of work.
3. If applicable, provide documentation that you are a screened SoCal Water$mart contractor.
4. Provide documentation if you have a satisfactory or better rating with the Better Business Bureau.
5. Provide your relevant experience – e.g., previous projects, years of experience, licenses or certificates earned and held, etc. For large projects, describe what and who (stakeholders) were involved in the effort. Describe the final deliverables.
6. Provide resumes of key personnel that will support completion of the scope of work.
7. Provide the organizational chart, if applicable of your firm.
8. Provide confirmation that your firm is able to complete the project within the time period specified (260,000 square feet over one year) whereby the project demand may vary from several thousand square feet to tens of thousands of square feet per month.
   - Note: It is SAWPA’s preference to award one contract for the 260,000 square feet across all areas describe in the Scope of Work.
9. Provide a design for a single family residential property (front yard) at approximately 1,000 square feet that would be used if under contract with SAWPA. Include plant and shrub species/names, ground coverage type (i.e. rock type, mulch type, etc.) and irrigation modifications. Note that 33%-50% of each project site shall be covered with drought tolerant plantings when they reach maturity.
10. Identify the species/name of plants and shrubs that would be used as part of the drought tolerant landscaping if under contract with SAWPA and identify them as low water using and climate appropriate plants for Orange County and/or the Inland Empire. Note that the plants shall have a warranty that is valid for three months after installation.
11. Identify the ground coverage that would be used as part of the drought tolerant landscaping if under contract with SAWPA.
12. Provide a list of at least five (5) references for which your firm has provided similar services within the last five (5) years. Include the reference names, contact person(s), telephone
numbers, project addresses, approximate date of service and a brief general description of the services provided.

13. Provide your proposed cost (i.e. dollar(s) per square foot) that your firm would bill SAWPA if under contract. Your dollar(s) per square foot rate should include all costs related to the scope of work described herein this RFP.

Assumptions and Constraints

Purpose and Audience

The purpose of the landscaping contract is to assist in implementing a project that also involves retrofitting residential properties with energy saving devices.

Detailed Specifications

Sample of SAWPA Contract Stipulations

Upon award selection, a single final contract will be negotiated and finalized. However, if needed, SAWPA reserves the right to award one contract, multiple contracts or no contract, whichever is in the best interest of the Agency.

SAWPA will require the selected firm to whom the contract is awarded to enter into a General Services Agreement (GSA) and a contract binding all the terms, conditions and provisions of the specifications defined in the Proposals and associated documents. SAWPA’s standard GSA is attached. SAWPA’s contract with the selected firm will incorporate the State’s standard grant conditions (attached) which are contained within SAWPA’s grant contract with the State.

Funding, provided by the State through a grant, for the services 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 Grantee [SAWPA] for reimbursement of eligible costs.
RFP for Drought-Tolerant Landscaping Services  

The firm or individual under contract shall indemnify SAWPA and hold the agency harmless over issues that may arise out of the project and the contract, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of measures for the overall project and any breach of the contract.

The firm or individual under contract shall comply with all state and federal laws and regulations, including, but not limited to, the Americans with Disabilities Act, Child Support Compliance Act, Drug-Free Workplace Act of 1990, and 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.

During the performance of the project, the firm or individual shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. The firm or individual shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The firm or individual 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, will be incorporated into the Contract by reference and made a part hereof as if set forth in full. The firm or individual shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Department of Industrial Relations Stipulations

Pursuant to Section 1770 and following, of the California Labor Code, the firm or individual under contract shall not pay less that the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations for the locality in which the work is to be performed and for each craft or type of worker needed to execute the work contemplated under the Contract. The Contractor or any sub-Contractor performing part of said work shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, work days, nondiscrimination, apprentices, maintenance and availability of accurate payroll records and any other matters required under all Federal, State and local laws related to labor.

Please note new Department of Industrial Relations requirements regarding the Public Works Contractor Registration Program:

http://www.dir.ca.gov/Public-Works/PublicWorksSB854.html
No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors and subcontractors on all public works projects are required to submit certified payroll records (CPRs) to the Labor Commissioner unless excused from this requirement.
Attachment
Standard State Grant 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.

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 Project(s), with the costs of such audit borne by State. After completion of the Project(s), State may require Grantee to conduct a final audit to State’s specifications, at Grantee’s expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 12 or take any other action it deems necessary to protect its interests.
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 this 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 INSPECTION AND CERTIFICATION BY REGISTERED PROFESSIONAL: Upon completion of the Project, Grantee shall provide for a final inspection and certification by the appropriate registered professional (California Registered Civil Engineer or Geologist) that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement. Grantee shall notify the State’s Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.

D.20) GRANTEE COMMITMENTS: Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.

D.21) GRANTEE NAME CHANGE: Approval of the State’s Program Manager is required to change the Grantee’s name as listed on this Grant Agreement. Upon receipt of legal documentation of the name change the State will process an amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

D.22) GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.23) INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project(s) 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 Exhibits B and C which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to (each/the) Project budget are changes that only result in a 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/the) Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule shall 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 medical and family 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 Project(s), 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, 2016 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 17, “Submissions of Reports” as follows: At such time as the “Project Completion Report” required under Paragraph 17 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 project(s) 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 project(s).

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 12, the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12.

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. 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.
Attachment
SAWPA General Services Agreement Template
This Agreement is made this ___ day of _____, 2012 by and between the Santa Ana Watershed Project Authority ("SAWPA") located at 11615 Sterling Ave., Riverside, California, 92503 and ________ ("Consultant") whose address is _________________________.

RECATALS

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the parties to this Agreement:

- SAWPA desires to engage the professional services of Consultant to perform such professional consulting services as may be assigned, from time to time, by SAWPA in writing;

- Consultant agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement and has represented and warrants to SAWPA that Consultant possesses the necessary skills, qualifications, personnel, and equipment to provide such services; and

- The services to be performed by Consultant shall be specifically described in one or more written Task Orders issued by SAWPA to Consultant pursuant to this Agreement.

AGREEMENT

Now, therefore, in consideration of the foregoing Recitals and mutual covenants contained herein, SAWPA and Consultant agree to the following:

ARTICLE I

TERM OF AGREEMENT

1.01 This agreement shall become effective on the date first above written and shall continue until __________, unless extended or sooner terminated as provided for herein.
SERVICES TO BE PERFORMED

2.01 Consultant agrees to provide such professional consulting services as may be assigned, from time to time, in writing by the Commission and the General Manager of SAWPA. Each assignment shall be made in the form of a written Task Order. Each such Task Order shall include, but shall not be limited to, a description of the nature and scope of the services to be performed by Consultant, the amount of compensation to be paid, and the expected time of completion.

2.02 Consultant may at Consultant’s sole cost and expense, employ such competent and qualified independent professional associates, subcontractors, and consultants as Consultant deems necessary to perform each assignment; provided that Consultant shall not subcontract any work to be performed without the prior written consent of SAWPA.

ARTICLE III

COMPENSATION

3.01 In consideration for the services to be performed by Consultant, SAWPA agrees to pay Consultant as provided for in each Task Order.

3.02 Each Task Order shall specify a total not-to-exceed sum of money and shall be based upon the regular hourly rates customarily charged by Consultant to its clients.

3.03 Consultant shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in any Task Order unless approved in advance by the Commission and General Manager of SAWPA, in writing.

3.04 Unless otherwise provided for in any Task Order issued pursuant to this Agreement, payment of compensation earned shall be made in XXX installments after receipt from Consultant of a timely, detailed, corrected, written invoice by SAWPA’s Project Manager, describing, without limitation, the services performed, when such services were performed, the time spent performing such services, the hourly rate charged therefore, and the identity of individuals performing such services for the benefit of SAWPA. Such invoices shall also include a detailed itemization of expenses incurred. Upon approval by an authorized SAWPA employee, SAWPA will pay within XXX days after receipt of a valid invoice from Consultant.
ARTICLE IV

CONSULTANT OBLIGATIONS

4.01 Consultant agrees to perform all assigned services in accordance with the terms and conditions of this Agreement including those specified in each Task Order. In performing the services required by this Agreement and any related Task Order Consultant shall comply with all local, state and federal laws, rules and regulations. Consultant shall also obtain and pay for any permits required for the services it performs under this Agreement and any related Task Order.

4.02 Except as otherwise provided for in each Task Order, Consultant will supply all personnel and equipment required to perform the assigned services.

4.03 Consultant shall be solely responsible for the health and safety of its employees, agents and subcontractors in performing the services assigned by SAWPA. Consultant hereby covenants and agrees to:

4.03a Obtain a Commercial General Liability and an Automobile Liability insurance policy, including contractual coverage, with limits for bodily injury and property damage in an amount of not less than $2,000,000.00 per occurrence for each such policy. Such policy shall name SAWPA, its officers, employees, agents and volunteers, as an additional insured, with any right to subrogation waived as to SAWPA, its officers, employees, agents and volunteers. If Commercial General Liability Insurance or other form with an aggregate limit is used, either the general aggregate limit shall apply separately to the work assigned by SAWPA under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. The coverage shall be at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 00 01) and Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto). The Commercial Liability Insurance shall include operations, products and completed operations, as applicable;

4.03b Obtain a policy of Professional Liability (errors and omissions) insurance appropriate to the Consultant’s profession in a minimum amount of $2,000,000.00 per claim or occurrence to cover any negligent acts or omissions or willful misconduct
committed by Consultant, its employees, agents and subcontractors in the performance of any services for SAWPA. Architects’ and engineers’ coverage shall include contractual liability;

4.03c Obtain a policy of Employer’s Liability insurance in a minimum amount of $1,000,000.00 per accident for bodily injury and property damage.

4.03d Provide worker’s compensation insurance or a California Department of Insurance-approved self-insurance program in an amount and form required by the State of California and the Employer’s Liability Insurance that meets all applicable Labor Code requirements, covering all persons or entities providing services on behalf of the Consultant and all risks to such persons or entities;

4.03e Consultant shall require any subcontractor that Consultant uses for work performed for SAWPA under this Agreement or related Task Order to obtain the insurance coverages specified above.

4.03f Consultant hereby agrees to waive subrogation which any insurer of Consultant may seek to require from Consultant by virtue of the payment of any loss. Consultant shall obtain an endorsement that may be necessary to give effect to this waiver of subrogation. In addition, the Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of SAWPA for all work performed by Consultant, and its employees, agents and subcontractors.

All such insurance policy or policies shall be issued by a responsible insurance company with a minimum A. M. Best Rating of “A-” Financial Category “X”, and authorized and admitted to do business in, and regulated by, the State of California. If the insurance company is not admitted in the State of California, it must be on the List of Eligible Surplus Line Insurers (LESLI), shall have a minimum A.M. Best Rating of “A”, Financial Category “X”, and shall be domiciled in the United States, unless otherwise approved by SAWPA in writing. Each such policy of insurance shall expressly provide that it shall be primary and noncontributory with any policies carried by SAWPA and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of SAWPA that might otherwise result in forfeiture of coverage. Evidence of all insurance coverage shall be provided to SAWPA prior to issuance of the first Task Order. Such policies shall provide that they shall not be canceled or amended without 30 day prior written notice to SAWPA. Consultant acknowledges and agrees that such insurance is in addition to Consultant’s obligation to fully indemnify and hold SAWPA, and the property owner using the Consultant’s services under this Contract free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the negligence, recklessness, or willful misconduct of Consultant in performing services assigned by SAWPA.

4.04 Consultant hereby covenants and agrees that SAWPA, its officers, employees, and agents shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injury or death caused by, or resulting from, or claimed to have been caused by or resulting from, any negligence, recklessness, or willful
misconduct of Consultant. Consultant shall hold harmless, defend and indemnify SAWPA and its officers, employees, agents and volunteers, and the property owner using the Consultant’s services under this Contract from and against any and all liability, loss, damage, fines, penalties, expense and costs, including, without limitation, attorneys’ fees and litigation expenses and costs, of every nature arising out of or related to Consultant’s negligence, recklessness, or willful misconduct related to or arising from the performance of the work required under this Agreement and any related Task Order or Consultant’s failure to comply with any of its obligations contained in this Agreement and any related Task Order, except as to such loss or damage which was caused by the active negligence or willful misconduct of SAWPA, or the property owner using the Consultant’s services under this Contract.

4.05 In the event that SAWPA requests that specific employees or agents of Consultant supervise or otherwise perform the services specified in each Task Order, Consultant shall ensure that such individual(s) shall be appointed and assigned the responsibility of performing the services.

4.06 In the event Consultant is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished with a registered professional engineer’s number and shall conform to local, state and federal laws, rules and regulations. Consultant shall obtain all necessary permits and approvals in connection with this Agreement, any Task Order or Change Order. However, in the event SAWPA is required to obtain such an approval or permit from another governmental entity, Consultant shall provide all necessary supporting documents to be filed with such entity, and shall facilitate the acquisition of such approval or permit.

**ARTICLE V**

**SAWPA OBLIGATIONS**

5.01 SAWPA shall:

5.01a Furnish all existing studies, reports and other available data pertinent to each Task Order that are in SAWPA’s possession;

5.01b Designate a person to act as liaison between Consultant and the General Manager and Commission of SAWPA.
ARTICLE VI
ADDITIONAL SERVICES, CHANGES AND DELETIONS

6.01 During the term of this Agreement, the Commission of SAWPA may, from time to time and without affecting the validity of this Agreement or any Task Order issued pursuant thereto, order changes, deletions, and additional services by the issuance of written Change Orders authorized and approved by the Commission of SAWPA.

6.02 In the event Consultant performs additional or different services than those described in any Task Order or authorized Change Order without the prior written approval of the Commission of SAWPA, Consultant shall not be compensated for such services.

6.03 Consultant shall promptly advise SAWPA as soon as reasonably practicable upon gaining knowledge of a condition, event, or accumulation of events, which may affect the scope and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions, and/or requests for additional services shall be reduced to writing for review and approval or rejection by the Commission of SAWPA.

6.04 In the event that SAWPA orders services deleted or reduced, compensation shall be deleted or reduced by a comparable amount as determined by SAWPA and Consultant shall only be compensated for services actually performed. In the event additional services are properly authorized, payment for the same shall be made as provided in Article III above.

ARTICLE VII
CONSTRUCTION PROJECTS: CONSULTANT CHANGE ORDERS

7.01 In the event SAWPA authorizes Consultant to perform construction management services for SAWPA, Consultant may determine, in the course of providing such services, that a Change Order should be issued to the construction contractor, or Consultant may receive a request for a Change Order from the construction contractor. Consultant shall, upon receipt of any requested Change Order or upon gaining knowledge of any condition, event, or accumulation of events, which may necessitate issuing a Change Order to the construction contractor, promptly consult with the liaison, General Manager and Commission of SAWPA. No Change Order shall be issued or executed without the prior approval of the Commission of SAWPA.
ARTICLE VIII

TERMINATION OF AGREEMENT

8.01 In the event the time specified for completion of an assigned task in a Task Order exceeds the term of this Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to complete such Task Order and thereupon this Agreement shall automatically terminate without further notice.

8.02 Notwithstanding any other provision of this Agreement, SAWPA, at its sole option, may terminate this Agreement at any time by giving 10 day written notice to Consultant, whether or not a Task Order has been issued to Consultant.

8.03 In the event of termination, the payment of monies due Consultant for work performed prior to the effective date of such termination shall be paid after receipt of an invoice as provided in this Agreement.

ARTICLE IX

CONSULTANT STATUS

9.01 Consultant shall perform the services assigned by SAWPA in Consultant’s own way as an independent contractor, in pursuit of Consultant’s independent calling and not as an employee of SAWPA. Consultant shall be under the control of SAWPA only as to the result to be accomplished and the personnel assigned to perform services. However, Consultant shall regularly confer with SAWPA’s liaison, General Manager, and Commission as provided for in this Agreement.

9.02 Consultant hereby specifically represents and warrants to SAWPA that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional consulting organization rendering the same or similar services. Furthermore, Consultant represents and warrants that the individual signing this Agreement on behalf of Consultant has the full authority to bind Consultant to this Agreement.
AUDIT AND OWNERSHIP OF DOCUMENTS

10.01 All draft and final reports, plans, drawings, specifications, data, notes, and all other documents of any kind or nature prepared or developed by Consultant in connection with the performance of services assigned to it by SAWPA are the sole property of SAWPA, and Consultant shall promptly deliver all such materials to SAWPA. Consultant may retain copies of the original documents, at its option and expense. Use of such documents by SAWPA for project(s) not the subject of this Agreement shall be at SAWPA’s sole risk without legal liability or exposure to Consultant. SAWPA agrees to not release any software “code” without prior written approval from the Consultant.

10.02 Consultant shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records, and vouchers and all other records with respect to all matters concerning services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as SAWPA may deem necessary, Consultant shall make available to SAWPA’s agents for examination of all such records and will permit SAWPA’s agents to audit, examine and reproduce such records.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.01 This Agreement supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by Consultant for SAWPA and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

11.02 Consultant shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of SAWPA. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

11.03 In the event Consultant is an individual person and dies prior to completion of this Agreement or any Task Order issued hereunder, any monies earned that may be due Consultant from SAWPA as of the date of death will be paid to Consultant’s estate.
11.04 Time is of the essence in the performance of services required hereunder. Extensions of time within which to perform services may be granted by SAWPA if requested by Consultant and agreed to in writing by SAWPA. All such requests must be documented and substantiated and will only be granted as the result of unforeseeable and unavoidable delays not caused by the lack of foresight on the part of Consultant.

11.05 Consultant shall comply with all local, state and federal laws, rules and regulations including those regarding nondiscrimination and the payment of prevailing wages.

11.06 SAWPA expects that Consultant will devote its full energies, interest, abilities and productive time to the performance of its duties and obligations under this Agreement, and shall not engage in any other consulting activity that would interfere with the performance of Consultant’s duties under this Agreement or create any conflicts of interest. If required by law, Consultant shall file a Conflict of Interest Statement with SAWPA.

11.07 Any dispute which may arise by and between SAWPA and the Consultant, including the Consultants, its employees, agents and subcontractors, shall be submitted to binding arbitration. Arbitration shall be conducted by a neutral, impartial arbitration service that the parties mutually agree upon, in accordance with its rules and procedures. The arbitrator must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. Unless the parties stipulate to the contrary prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation conducted by a neutral, impartial mediation service that the parties mutually agree upon, in accordance with its rules and procedures.

11.08 During the performance of the Agreement, Consultant and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status and denial of family care leave. Consultant and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12290 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 et seq., 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. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Consultant shall include the non-
discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

In witness whereof, the parties hereby have made and executed this Agreement as of the day and year first above-written.

SANTA ANA WATERSHED PROJECT AUTHORITY

_______________________________
Celeste Cantú, General Manager Date

CONSULTANT (by name)

_______________________________
(Signature) Date Typed/Printed
Name
DATE: March 1, 2016

TO: SAWPA Commission

SUBJECT: Approval of the Water-Energy Device Sub-Agreements for the Water-Energy Community Action Network Project

PREPARED BY: Ian Achimore, Senior Watershed Manager

RECOMMENDATION
That the Commission authorize staff to execute the following Sub-Agreements to implement the water-energy savings device installation portion of the Water-Energy Community Action Network Project:

1. Community Action Partnership of Orange County for $16,628;  
2. Community Action Partnership of Riverside County for $85,000; and  

DISCUSSION
During development of the Water-Energy Community Action Network Project grant proposal to the Department of Water Resources (DWR) that the SAWPA Commission approved December 16, 2014, staff worked with county agencies throughout the Watershed that are experienced in managing the installation of water-energy saving devices, in particular within disadvantaged communities.

The Community Action Partnerships (CAPs) in each of the three counties are part of a national network of Community Action Agencies. The Orange County and San Bernardino County CAPs operate as nonprofit corporations with boards of directors representing public and private sector entities, while the Riverside County CAP operates under policy direction of the Board of Supervisors. All three are State recognized agencies to provide services to economically disadvantaged communities, including environmental services such as energy efficiency measures.

Staff worked with the Community Action Partnership of San Bernardino County (CAPSBC) to create a scope of work to achieve indoor water-energy savings within disadvantaged communities in San Bernardino County, and CAPSBC assisted efforts then to expand this support with the Community Action Partnerships of the other two counties in the Santa Ana River Watershed. Staff created separate scopes of work reflecting each organization’s preference, capacity to provide support, the specified DWR Enviroscreen disadvantaged community areas, and their estimation of demand for the different devices.

SAWPA uses Sub-Agreements to clarify responsibilities of partners and project proponents working under our grant agreements. Under these Sub-Agreements, six types of devices will be installed throughout the Santa Ana River Watershed: Low-Flow Toilets, Low-Flow Faucets Aerator, Low-Flow Shower Heads, Thermostatic Shut-Off Valves, Energy Star Water Heaters and Water Heater Blankets. In total, 2,148 devices will be installed from the date of execution of the Sub-Agreements until September 30, 2017 to ensure the Project is completed within DWR’s grant guidelines.

The Sub-Agreements incorporate and include as part of their terms and conditions the Grant Agreement No. 4600011089 between DWR and SAWPA. The Sub-Agreements includes provisions in Section 2 that
the Sub-Grantees, the Community Action Partnerships, shall comply with all of the obligations and requirements of the Grant Agreement as if the Sub-Grantees were the Grantee, SAWPA. The Sub-Agreements also include provisions to ensure the Community Action Partnerships defend, indemnify and hold harmless SAWPA and DWR and against any and all losses, claims, damages or liabilities.

BACKGROUND
As discussed December 16, 2014 Commission meeting, SAWPA has project deliverables to the State under the grant, including providing energy savings and water savings. The partnership between SAWPA and the Community Action Partnerships allows SAWPA to provide benefits to members of disadvantaged communities and bring grant funding to the watershed.

Through a separate task of the Project, SAWPA will utilize a landscape contractor and outreach consultant to remove and replace 260,000 square feet of turf with drought tolerant landscaping in four disadvantaged communities in the Watershed.

RESOURCE IMPACTS
The total funding amount associated with the three Sub-Agreements is $969,781. This costs is based on the purchase and installation of multiple water-energy saving devices such as low flow showerheads, thermostatic shutoff valves, etc. to support installation of approximately 2,000 devices in the watershed. This work is funded by a grant from DWR through the Greenhouse Gas Reduction Fund. No local match is required under the DWR grant guidelines and none is being utilized to implement the water-energy device portion of the Project.

Attachments:
1. Sub-Agreement with the Community Action Partnership of Orange County
2. Sub-Agreement with the Community Action Partnership of Riverside County
3. Sub-Agreement with the Community Action Partnership of San Bernardino County
4. Attachment A to the Sub-Agreements
GREENHOUSE GAS REDUCTION FUND
IMPLEMENTATION GRANT FUNDING CONTRACT
BETWEEN THE
SANTA ANA WATERSHED PROJECT AUTHORITY
AND
COMMUNITY ACTION PARTNERSHIP OF ORANGE COUNTY

Greenhouse Gas Reduction Fund Implementation Grant Funding Contract ("Contract") is made between Santa Ana Watershed Project Authority ("SAWPA") and Community Action Partnership of Orange County (the "Sub-Grantee"). SAWPA and the Sub-Grantee may be individually referred to as "Party", and collectively referred to as the "Parties".

WHEREAS, on XXXX, the California Department of Water Resources ("DWR") and SAWPA entered into a Grant Agreement ("Grant Agreement") providing that SAWPA would serve as the program manager for the $2,339,823 in Greenhouse Gas Reduction Funds to be disbursed to Sub-Grantees and other beneficiaries, consistent with DWR requirements; and

WHEREAS, consistent with the Grant Agreement between DWR and SAWPA, SAWPA intends to disburse to the Sub-Grantee a portion of the $2,339,823 in grant funds for its component of the Water-Energy Community Action Network through this Contract with the Sub-Grantee; and

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 Water-Energy Community Action Network will remove and replace approximately 260,000 square feet of turf with drought tolerant landscaping and install water-energy savings devices in residences throughout the Santa Ana River Watershed. Outreach and marketing of the Water-Energy Community Action Network will be conducted in order to register interested residents on a first come, first serve basis for installation of water-energy-saving devices

The Sub-Grantee’s project ("Project") will expand their retrofit and energy-water saving program across the Santa Ana River Watershed’s portion of Orange County by completing the following actions:

1. Install 200 (at least) 1.5 gallons per minute (GPM) faucet aerators in lavatory sinks with no aerator;
2. Replace 200 (at least) 2.5 GPM showerheads with WaterSense certified 1.5 GPM showerheads; and
3. Install 200 thermostatic shut-off valves that have a threshold of (at least) 95 degree Fahrenheit in showers with no thermostatic shut-off valves;

These actions by the Sub-Grantee will be implemented in residences that are within the Santa Ana River Watershed and within a 76% or higher scoring CalEnviroScreen 2.0 certified census tract. All old devices will be removed from the residences. The Sub-Grantee also will refer qualifying residents to the Water-Energy Community Action Network for the turf removal component of the project through their normal lines of implementing their conservation and retrofit programs. As feasible, the Sub-Grantee shall allow SAWPA to inspect the replaced toilets.
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. 4600011089, 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. Such compliance shall include providing SAWPA with all deliverables, budget detail, reports, Labor Compliance Program requirements and all other documents required by the Grant Agreement.

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. Such compliance shall be to the fullest extent necessary and as may be required by SAWPA in order to enable SAWPA to comply with the Grant Agreement as the “Grantee.”

SECTION 3. ESTIMATED ELIGIBLE PROJECT COSTS; GRANT AMOUNT

The estimated and eligible reasonable cost for the Sub-Grantee portion of the Project at the time of SAWPA's and DWR’s approval of the Grant Agreement is Sixteen Thousand Six Hundred Twenty Eight dollars ($16,628) for the Project.

Eligible project costs include the reasonable costs of purchasing the three new devices, installing the three new devices and removing old devices measures in eligible residences.

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 the DWR.

If the Sub-Grantee fails or refuses to proceed with or complete the project within the deliverable dates, SAWPA shall consider such failure or refusal to be a material violation and breach of this Contract. SAWPA shall have all rights and remedies as are otherwise available to it for breach of this Contract by the Sub-Grantee.

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

Costs not eligible for reimbursement include, but are not limited to:
- Travel and per diem costs.
- Overhead not directly related to Project costs.
- All other ineligible costs listed in Paragraph 9 of Grant Agreement.

Work performed after July 1, 2014 and before September 30, 2017, is eligible for reimbursement.
SECTION 4. SCOPE OF WORK AND COMPLETION OF PROJECT

The Scope of Work shall be as provided for Sub-Grantee’s component project described in the Grant Agreement. The Parties understand that time is of the essence, and agree to expeditiously proceed with and complete the Project.

SECTION 5. DISBURSEMENT

Grant funds will be disbursed in accordance with the disbursement provisions of the Grant Agreement.

SECTION 6. 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 of the Grant Agreement.

SECTION 7. TERM

This Contract shall not be effective until it has been executed by SAWPA. 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 Project.

SECTION 8. COVENANT TO OPERATE AND MAINTAIN PROGRAM

For (at least) six months following the date of individual installation and replacement in residences by the Sub-Grantee or its contractors, the Sub-Grantee shall operate and maintain the Project. After (at least) the six month period has elapsed, the Sub-Grantee shall for the useful life of the Project ensure or cause to be performed the commencement and continued operation of the Project that remains in Grantee’s direct control and shall ensure or cause the Project that remains in Grantee’s direct control 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 for the Project that remains in Grantee’s direct control; and for the Project that remains in Grantee’s direct control 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. SAWPA shall not be liable for any cost of such maintenance, management, or operation. The Sub-Grantee or their successors may, with the written approval of SAWPA, transfer this responsibility to use, manage, and maintain the Sub-Grantee’s Project. For purposes of the Grant Agreement, “useful life” means a period of ten (10) years; “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.

Sub-Grantee shall prepare and maintain the Project Monitoring Plan (“PMP”) required by the Grant Agreement. DWR and SAWPA shall approve the PMP before the Sub-Grantee becomes eligible for grant reimbursement and implements any sampling or monitoring activities.
SECTION 8. ASSIGNMENT

Neither this Contract, nor any duties or obligations under this Contract, nor any of the Project facilities referenced in this Contract shall be assigned by any Party without the prior written consent of the other Party.

Should an assignment or transfer occur, whenever SAWPA or the Sub-Grantee are named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in SAWPA and the Sub-Grantee, and all Contract and covenants required hereby to be performed by or on behalf of SAWPA and/or the Sub-Grantee shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

SECTION 9. COMPLIANCE WITH LAWS AND REGULATIONS

The Sub-Grantee agrees that it shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, regulations, guidelines and the Standard Conditions provided in the Grant Agreement’s Exhibit D.

SECTION 10. ACKNOWLEDGEMENT OF CREDIT

Sub-Grantee shall include appropriate acknowledgement of credit to the State, SAWPA and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Contract.

On the website for the period of the Grant Agreement, the Sub-Grantee shall state that the Project is financed in part by the State and any cost-sharing partners. The Sub-Grantee shall inform SAWPA of this addition to the website.

SECTION 11. PROJECT ACTIVITIES AND NOTIFICATION

The Sub-Grantee shall immediately notify SAWPA in writing of:

(1) Any substantial change in the scope, budget, or work performed of the Project. The Sub-Grantee agrees that no substantial change in the scope of the Project may be undertaken until written notice of the proposed change has been provided to SAWPA, and SAWPA has given written approval for such a change;

(2) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation. Sub-Grantee must notify SAWPA at least 20 calendar days prior to the event.

(3) Unscheduled cessation of all major work on the Project where such cessation of work is expected to or does continue for a period of 30 calendar days or more;

(4) Any circumstance, combination of circumstances, or condition which is expected to delay project completion for a period of 15 calendar days or more beyond the deliverable dates;

(5) Completion of the Sub-Grantee’s portion of the Project and provide SAWPA and DWR the opportunity to participate in the inspection. Sub-Grantee must notify SAWPA at least 20 calendar days prior to final inspection.
SECTION 12.  
PAYMENT OF PROJECT COSTS

The Sub-Grantee shall provide for and make payment for all Project costs. All costs and payments for the Project shall be paid by the Sub-Grantee promptly and in compliance with all applicable laws. All grant disbursements will be reimbursements.

SECTION 13.  
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, or threatens to violate, any term, provision, condition, or commitment of this Contract;
2. The Sub-Grantee fails to maintain reasonable progress toward completion of the Project; or
3. DWR directs SAWPA to withhold any such grant funds.

SECTION 14.  
MONTHLY INVOICING

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. The amount claimed for reimbursement for installation shall include the residential address and the type/amount of device(s) installed at the residence.
3. Each invoice shall clearly delineate those costs claimed for reimbursement from the State’s grant amount.

SECTION 15.  
MONTHLY PROGRESS REPORTS

Monthly Progress Reports shall be completed using the templates provided as shown in Attachment B. Monthly Progress Reports shall provide:

A. A brief description of the work performed, activities, milestones achieved,
B. Documentation of the devices installed by residence including the physical address of the residence and photos of the pre-installment condition (showing the manufacturers details such as the GPM), photos of the post-installment condition (showing the manufacturers details such as the GPM) and receipts of purchase of the installed devices;
C. Copies of the closeout documentation certified by the resident stating they received the installation of the device(s), which include the physical address of the residence receiving the benefit;
D. Deemed water-energy savings per device;
E. Any accomplishments as well as any problems encountered in the performance of the work.
F. Training material used to educate field technicians on proper installation of the devices.
The first monthly report shall cover the period between July 1, 2014, and March 31, 2016, and be submitted no later than April 15, 2016 to SAWPA, with future reports due on successive month increments. Future monthly reports shall be due fifteen (15) calendar days after the preceding month. Monthly Progress Reports are required until the final Monthly Progress Report is due on October 15, 2017.

SECTION 16. RECORDS AND REPORTS

(A) Without limitation on the requirement that Project accounts 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 separate accounts that adequately and accurately itemizes and describes all amounts received and expended on the Project, including all grant funds received under this Contract;  
3. Establish separate accounts that adequately and accurately itemizes and describes all income received which is attributable to the Project, specifically including any income attributable to grant funds disbursed under this Contract;  
4. Establish an accounting system that adequately and accurately itemizes and describes final total costs of the Project, including both direct and indirect costs; and  
5. 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.  

(B) The Sub-Grantee shall require all Project contractors and subcontractors to maintain books, records, and other material relative to the Project in accordance with generally accepted accounting standards, and to require that such contractors and subcontractors retain such books, records, and other material until June 30, 2021. The Sub-Grantee shall require that such books, records, and other material shall be subject, at all reasonable times, to inspection, copying, and audit by SAWPA, DWR or its authorized representatives.

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

(D) All documents required or requested to be provided to SAWPA shall be submitted electronically in the native format (e.g. Microsoft Word, Microsoft Excel, etc). All documents shall be public domain or the property of SAWPA once submitted.

(E) The Sub-Grantee agrees to expeditiously provide, during work on the Project and until June 30, 2021, 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 17. 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 at any time or if questions about the proper use or management of the funds arise. SAWPA may review or evaluate the Sub-Grantee for compliance with the terms and conditions of the Contract. The project review and evaluation may be performed by SAWPA or may be contracted to a responsible third party. Any findings and recommendations of the project review and evaluation shall be addressed by the Sub-Grantee within 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) In addition to the documents and deliverables required to be provided by the Grant Agreement, by October 15, 2017, the Sub-Grantee shall provide to SAWPA, a final Project Completion Report on the Project. The Project Completion Report shall include, at a minimum, all of the following:

1. A description of the completed project including purpose, goals, activities completed and participants, the general performance characteristics (e.g. the residences modified and type of modifications) of the Sub-Grantee’s portion of the Project, any goals not achieved or only partially achieved, lessons learned, a summary of all documents submitted to SAWPA in compliance with this Contract and the Grant Agreement, and copies of any final documents or reports generated or utilized during a project. The summary shall also contain a description of startup activities, problems encountered, corrective measures completed as well as any changes or amendments to the project.

2. A final cost summary listing the total Project cost, total Project costs eligible for grant funding under the Grant Agreement and this Contract, total amount of grant funds received, and other financial information as may be reasonably required by the DWR to verify Sub-Grantee’s entitlement to grant funds, to assure program integrity, and to comply with federal requirements. The report shall be accompanied by such other financial information as may be required by SAWPA or DWR to verify Sub-Grantee entitlement to grant funds, to assure program integrity, and to comply with any federal or state requirements. A duly authorized representative of the Sub-Grantee shall certify the report as correct.

3. A final schedule showing actual progress versus planned progress.

Upon request, the Project Completion Report shall include certification of installation of the devices by a general contractor licensed in the state of California.

(C) SAWPA may call for an audit of financial information relative to the Project, 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 18. PROJECT CLOSEOUT DOCUMENTATION

To ensure that that the Project is closed out in a manner that provides an auditable file for SAWPA, Sub-Grantee shall follow a close-out procedure that includes payment of all subcontracts, completion of all punch lists, defects correction, satisfaction of warranty or guarantee issues, and any other requirements for
the completion of the scope of work. Such close-out procedures shall include those procedures contained in
the Grant Agreement or otherwise required by SAWPA and DWR.

SECTION 19. TERMINATION; IMMEDIATE REPAYMENT; INTEREST

(A) SAWPA may terminate this Contract at any time prior to completion of the Project 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 a reasonable time as established by SAWPA.

(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. In the event of termination, prejudgment interest shall accrue on all amounts due from the date that notice of termination is mailed to the Sub-Grantee to the date of full repayment by the Sub-Grantee.

(C) SAWPA may terminate this Contract should DWR terminate SAWPA as program manager, or terminate funding for this Contract or the Project or should DWR terminate its standard agreement with SAWPA on this Project. Upon such DWR-caused termination, SAWPA shall not be liable to Sub-Grantee for any damages, costs or expenses resulting from such termination.

SECTION 20. DAMAGES FOR BREACH AFFECTING TAX EXEMPT STATUS

In the event that any breach of any of the provisions of this Contract or other action by the Sub-Grantee shall result in the loss of tax exempt status for any bonds, or if such breach shall result in an obligation on the part of the SAWPA to reimburse the federal government by reason of any arbitrage profits, the Sub-Grantee shall immediately reimburse SAWPA and/or DWR in an amount equal to any damages paid by or loss incurred by the State due to such breach.

SECTION 21. ARBITRATION

Any dispute which may arise under this Contract by and between the SAWPA and the Sub-Grantee, including the Sub-Grantee's subcontractors, laborers, and suppliers, 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 22. 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 23. 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 and the DWR.

SECTION 24. AMENDMENT

This Contract may be amended at any time by mutual written agreement of the Parties.
SECTION 25. SAWPA REVIEWS; SUB-GRANTEE AS INDEPENDENT CONTRACTOR

(A) The Parties agree that review or approval of the Project or Project plans and specifications by SAWPA is for administrative and eligibility purposes only and does not relieve the Sub-Grantee of its responsibility to properly plan and implement the Project. As between SAWPA and the Sub-Grantee, the Sub-Grantee agrees that it has sole responsibility for proper planning and implementing its portion of the Project.

(B) The Sub-Grantee is an independent contractor exclusively responsible for the design and implementation of the specific project funded by this 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 26. INDEMNIFICATION

(A) The Sub-Grantee shall defend, indemnify and hold harmless SAWPA and DWR and their directors, commissioners, officers, employees, agents and assigns (collectively the “Indemnified Parties”) against any and all losses, claims, damages or liabilities, joint or several, including attorneys fees and expenses incurred in connection therewith, to which such Indemnified Parties may become liable in connection with or arising from this Contract, and the transactions, funding and construction activities contemplated by this Contract. Sub-Grantee shall reimburse Indemnified Parties 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, and the transactions, funding and construction activities contemplated by this Contract. Sub-Grantee shall indemnify and save the Indemnified Parties harmless from and against any claims, losses, damages, attorneys fees and expenses arising from any and all 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 Project funded, in part, by this Contract. Sub-Grantee shall indemnify and save the Indemnified Parties harmless from and against any 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 or the Project. Sub-Grantee shall indemnify and hold the Indemnified Parties harmless from any and all claims, losses, damages, attorneys’ fees and expenses arising out of the completion of the Project or the authorization of payment of Project Costs to 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.

(B) The Sub-Grantee understands and agrees that it has complied and will comply with CEQA and the State CEQA Guidelines for the project which is the subject matter of this Grant Funding Contract. Sub-Grantee understands and agrees that it is ultimately and solely responsible, as the lead agency, for compliance with CEQA and any mitigation measures required for the Project. The Sub-Grantee hereby agrees to indemnify, defend and hold harmless SAWPA and the DWR from any and all claims or actions related to this Project that may be made by any third party or public agency alleging, among other things, violations of CEQA or the State CEQA Guidelines.

(C) In addition to complying with the insurance requirements contained in the Grant Agreement, including Section 23 and 50 of Exhibit D of that Agreement, the Sub-Grantee shall ensure that adequate insurance coverage is provided by Sub-Grantee and/or its contractors and subcontractors on the Project funded, in part, by this Contract. Such insurance shall include adequate coverage for comprehensive commercial general liability, business auto liability, workers compensation liability, professional and
errors and omissions liability insurance. Such insurance coverage shall, at a minimum, insure against injuries to third parties, damage to property owned by third parties, physical damage to the enrolled residences through the Project, theft of equipment and supplies intended for the Project, delays in Project completion, delays in Project Completion due to strikes and governmental actions, liquidated damages, employee injuries and work-related illnesses, design errors resulting in increased project costs, and nonperformance by the contractors and subcontractors. Such insurance coverages shall be provided by admitted insurance companies authorized to do business in the State of California, and with a minimum “Best’s Insurance Guide” rating of “A:VII”. The Sub-Grantee shall name the SAWPA and the State, and both their officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Contract.

SECTION 27. PROJECT AND INFORMATION ACCESS

The Sub-Grantee agrees to ensure that SAWPA, DWR, or any authorized representative thereof, shall have reasonable access to the Project site at all reasonable times during Project construction, and thereafter for the useful life of the Project.

SECTION 28. OPINIONS AND DETERMINATIONS

Where the terms of this contract provide for action to be based upon the opinion, 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 and capricious.

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

COMMUNITY ACTION PARTNERSHIP OF ORANGE COUNTY

Sub-Grantee

Dated: _________________________  By:____________________________________________

Executive Director

Typed Name
GREENHOUSE GAS REDUCTION FUND
IMPLEMENTATION GRANT FUNDING CONTRACT
BETWEEN THE
SANTA ANA WATERSHED PROJECT AUTHORITY
AND
COMMUNITY ACTION PARTNERSHIP OF RIVERSIDE COUNTY

Greenhouse Gas Reduction Fund Implementation Grant Funding Contract ("Contract") is made between Santa Ana Watershed Project Authority ("SAWPA") and Community Action Partnership of Riverside County (the "Sub-Grantee"). SAWPA and the Sub-Grantee may be individually referred to as "Party", and collectively referred to as the "Parties".

WHEREAS, on XXXX, the California Department of Water Resources ("DWR") and SAWPA entered into a Grant Agreement ("Grant Agreement") providing that SAWPA would serve as the program manager for the $2,339,823 in Greenhouse Gas Reduction Funds to be disbursed to Sub-Grantees and other beneficiaries, consistent with DWR requirements; and

WHEREAS, consistent with the Grant Agreement between DWR and SAWPA, SAWPA intends to disburse to the Sub-Grantee a portion of the $2,339,823 in grant funds for its component of the Water-Energy Community Action Network through this Contract with the Sub-Grantee; and

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 Water-Energy Community Action Network will remove and replace approximately 260,000 square feet of turf with drought tolerant landscaping and install water-energy savings devices in residences throughout the Santa Ana River Watershed. Outreach and marketing of the Water-Energy Community Action Network will be conducted in order to register interested residents on a first come, first serve basis for installation of water-energy-saving devices.

The Sub-Grantee’s project ("Project") will expand their retrofit and energy-water saving program across the Santa Ana River Watershed’s portion of Riverside County by completing the following actions:

Replace 100 (at least) 1.6 gallons per flush (GPF) toilets with WaterSense certified 0.8 GPF toilets with a MAP score of (at least) 600.

These actions by the Sub-Grantee will be implemented in residences that are within the Santa Ana River Watershed and within a 76% or higher scoring CalEnviroScreen 2.0 certified census tract. All old devices will be removed from the residences. The Sub-Grantee also will refer qualifying residents to the Water-Energy Community Action Network for the turf removal component of the project through their normal lines of implementing their conservation and retrofit programs. As feasible, the Sub-Grantee shall allow SAWPA to inspect the replaced toilets in close coordination with the Sub-Grantee.

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. 4600011089, attached hereto as Attachment “A”.

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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. Such compliance shall include providing SAWPA with all deliverables, budget detail, reports, Labor Compliance Program requirements and all other documents required by the Grant Agreement.

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. Such compliance shall be to the fullest extent necessary and as may be required by SAWPA in order to enable SAWPA to comply with the Grant Agreement as the “Grantee.”

SECTION 3. ESTIMATED ELIGIBLE PROJECT COSTS; GRANT AMOUNT

The estimated and eligible reasonable cost for the Sub-Grantee portion of the Project at the time of SAWPA’s and DWR’s approval of the Grant Agreement is Eighty-Five Thousand dollars ($85,000) for the Project.

Eligible project costs include the reasonable costs of purchasing the six new devices, installing the six new devices and removing old devices measures in eligible residences.

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. Such disbursements shall be made in monthly increments approximately 120 days after SAWPA has submitted proper invoices to the DWR for reporting periods where the Sub-Grantee has provided an invoice to SAWPA. However, SAWPA’s actual grant disbursements to the Sub-Grantee under this Contract shall not exceed payments received from the DWR. SAWPA shall withhold ten percent (10.0%), of the funds requested by the Sub-Grantee for reimbursement of eligible reasonable costs until the Grant Agreement’s deliverables have been executed.

If the Sub-Grantee fails or refuses to proceed with or complete the project within the deliverable dates, SAWPA shall consider such failure or refusal to be a material violation and breach of this Contract. SAWPA shall have all rights and remedies as are otherwise available to it for breach of this Contract by the Sub-Grantee.

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

Costs not eligible for reimbursement include, but are not limited to:
- Travel and per diem costs.
- Overhead not directly related to Project costs.
- All other ineligible costs listed in Paragraph 9 of Grant Agreement.

Work performed after July 1, 2014 and before September 30, 2017, is eligible for reimbursement.

SECTION 4. SCOPE OF WORK AND COMPLETION OF PROJECT
The Scope of Work shall be as provided for Sub-Grantee’s component project described in the Grant Agreement. The Parties understand that time is of the essence, and agree to expeditiously proceed with and complete the Project.

SECTION 5. DISBURSEMENT

Grant funds will be disbursed in accordance with the disbursement provisions of the Grant Agreement.

SECTION 6. 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 of the Grant Agreement.

SECTION 7. TERM

This Contract shall not be effective until it has been executed by SAWPA. 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 Project.

SECTION 8. COVENANT TO OPERATE AND MAINTAIN PROGRAM

For (at least) one year following the date of individual installation and replacement in residences by the Sub-Grantee or its contractors, the Sub-Grantee shall operate and maintain the Project. Any cost related to the measure installed, the quality and performance of the item, as well as operation, is covered under the one (1) year warranty of the manufacturer. The Sub-Grantee shall for the useful life of the Project ensure or cause to be performed the commencement and continued operation of the Project that remains in Grantee’s direct control and shall ensure or cause the Project that remains in Grantee’s direct control 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 for the Project that remains in Grantee’s direct control; and for the Project that remains in Grantee’s direct control 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. SAWPA shall not be liable for any cost of such maintenance, management, or operation. The Sub-Grantee or their successors may, with the written approval of SAWPA, transfer this responsibility to use, manage, and maintain the Sub-Grantee’s Project. For purposes of the Grant Agreement, “useful life” means a period of ten (10) years; “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.

Sub-Grantee shall prepare and maintain the Project Monitoring Plan (“PMP”) required by the Grant Agreement. DWR and SAWPA shall approve the PMP before the Sub-Grantee becomes eligible for grant reimbursement and implements any sampling or monitoring activities.

SECTION 8. ASSIGNMENT
Neither this Contract, nor any duties or obligations under this Contract, nor any of the Project facilities referenced in this Contract shall be assigned by any Party without the prior written consent of the other Party.

Should an assignment or transfer occur, whenever SAWPA or the Sub-Grantee are named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in SAWPA and the Sub-Grantee, and all Contract and covenants required hereby to be performed by or on behalf of SAWPA and/or the Sub-Grantee shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

SECTION 9. COMPLIANCE WITH LAWS AND REGULATIONS

The Sub-Grantee agrees that it shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, regulations, guidelines and the Standard Conditions provided in the Grant Agreement’s Exhibit D.

SECTION 10. ACKNOWLEDGEMENT OF CREDIT

Sub-Grantee shall include appropriate acknowledgement of credit to the State, SAWPA and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Contract.

On the website for the period of the Grant Agreement, the Sub-Grantee shall state that the Project is financed in part by the State and any cost-sharing partners. The Sub-Grantee shall inform SAWPA of this addition to the website.

SECTION 11. PROJECT ACTIVITIES AND NOTIFICATION

The Sub-Grantee shall immediately notify SAWPA in writing of:

1. Any substantial change in the scope, budget, or work performed of the Project. The Sub-Grantee agrees that no substantial change in the scope of the Project may be undertaken until written notice of the proposed change has been provided to SAWPA, and SAWPA has given written approval for such a change;

2. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation. Sub-Grantee must notify SAWPA at least 20 calendar days prior to the event.

3. Unscheduled cessation of all major work on the Project where such cessation of work is expected to or does continue for a period of 30 calendar days or more;

4. Any circumstance, combination of circumstances, or condition which is expected to delay project completion for a period of 15 calendar days or more beyond the deliverable dates;

5. Completion of the Sub-Grantee’s portion of the Project and provide SAWPA and DWR the opportunity to participate in the inspection. Sub-Grantee must notify SAWPA at least 20 calendar days prior to final inspection.
SAWPA shall notify the Sub-Grantee of any public or media event publicizing the accomplishments of the Project.

SECTION 12. PAYMENT OF PROJECT COSTS

The Sub-Grantee shall provide for and make payment for all Project costs. All costs and payments for the Project shall be paid by the Sub-Grantee promptly and in compliance with all applicable laws. All grant disbursements will be reimbursements.

SECTION 13. 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, or threatens to violate, any term, provision, condition, or commitment of this Contract;

(2) The Sub-Grantee fails to maintain reasonable progress toward completion of the Project; or

(3) DWR directs SAWPA to withhold any such grant funds.

SECTION 14. MONTHLY INVOICING

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 by toilet at a cost of $850 per toilet. The amount claimed for reimbursement for installation shall include the residential address and the type/amount of device(s) installed at the residence.

(3) Each invoice shall clearly delineate those costs claimed for reimbursement from the State’s grant amount

SECTION 15. MONTHLY PROGRESS REPORTS

Monthly Progress Reports shall be completed using the templates provided as shown in Attachment B. Monthly Progress Reports shall provide:

(A) A brief description of the work performed, activities, milestones achieved,

(B) Documentation of the devices installed by residence including the physical address of the residence, photos of the manufacturing details of the replaced toilet (showing the specified GPF), and receipts of purchase of the installed toilets;

(C) Copies of the closeout documentation certified by the resident stating they received the installation of the device(s), which include the physical address of the residence receiving the benefit;

(D) Deemed water savings per toilet;
Any accomplishments as well as any problems encountered in the performance of the work.

Training material used to educate field technicians on proper installation of the toilets.

The first monthly report shall cover the period between July 1, 2014, and March 31, 2016, and be submitted no later than April 15, 2016 to SAWPA, with future reports due on successive month increments. Future monthly reports shall be due fifteen (15) calendar days after the preceding month. Monthly Progress Reports are required until the final Monthly Progress Report is due on October 15, 2017.

SECTION 16. RECORDS AND REPORTS

(A) Without limitation on the requirement that Project accounts 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 separate accounts that adequately and accurately itemizes and describes all amounts received and expended on the Project, including all grant funds received under this Contract;

3. Establish separate accounts that adequately and accurately itemizes and describes all income received which is attributable to the Project, specifically including any income attributable to grant funds disbursed under this Contract;

4. Establish an accounting system that adequately and accurately itemizes and describes final total costs of the Project, including both direct and indirect costs; and

5. 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.

(B) The Sub-Grantee shall require all Project contractors and subcontractors to maintain books, records, and other material relative to the Project in accordance with generally accepted accounting standards, and to require that such contractors and subcontractors retain such books, records, and other material until June 30, 2021. The Sub-Grantee shall require that such books, records, and other material shall be subject, at all reasonable times, to inspection, copying, and audit by SAWPA, DWR or its authorized representatives.

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

(D) All documents required or requested to be provided to SAWPA shall be submitted electronically in the native format (e.g. Microsoft Word, Microsoft Excel, etc.). All documents shall be public domain or the property of SAWPA once submitted.
The Sub-Grantee agrees to expeditiously provide, during work on the Project and until June 30, 2021, 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 17.  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 at any time or if questions about the proper use or management of the funds arise. SAWPA may review or evaluate the Sub-Grantee for compliance with the terms and conditions of the Contract. The project review and evaluation may be performed by SAWPA or may be contracted to a responsible third party. Any findings and recommendations of the project review and evaluation shall be addressed by the Sub-Grantee within 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) In addition to the documents and deliverables required to be provided by the Grant Agreement, by October 15, 2017, the Sub-Grantee shall provide to SAWPA, a final Project Completion Report on the Project. The Project Completion Report shall include, at a minimum, all of the following:

(1) A description of the completed project including purpose, goals, activities completed and participants, the general performance characteristics (e.g. the residences modified and type of modifications) of the Sub-Grantee’s portion of the Project, any goals not achieved or only partially achieved, lessons learned, a summary of all documents submitted to SAWPA in compliance with this Contract and the Grant Agreement, and copies of any final documents or reports generated or utilized during a project. The summary shall also contain a description of startup activities, problems encountered, corrective measures completed as well as any changes or amendments to the project.

(2) A final cost summary listing the total Project cost, total Project costs eligible for grant funding under the Grant Agreement and this Contract, total amount of grant funds received, and other financial information as may be reasonably required by the DWR to verify Sub-Grantee’s entitlement to grant funds, to assure program integrity, and to comply with federal requirements.

The report shall be accompanied by such other financial information as may be required by SAWPA or DWR to verify Sub-Grantee entitlement to grant funds, to assure program integrity, and to comply with any federal or state requirements. A duly authorized representative of the Sub-Grantee shall certify the report as correct.

(3) A final schedule showing actual progress versus planned progress.

Upon request, the Project Completion Report shall include certification of installation of the devices by a general contractor licensed in the state of California.

(C) SAWPA may call for an audit of financial information relative to the Project, 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 18.  PROJECT CLOSEOUT DOCUMENTATION
To ensure that the Project is closed out in a manner that provides an auditable file for SAWPA, Sub-Grantee shall follow a close-out procedure that includes payment of all subcontracts, completion of all punch lists, defects correction, satisfaction of warranty or guarantee issues, and any other requirements for the completion of the scope of work. Such close-out procedures shall include those procedures contained in the Grant Agreement or otherwise required by SAWPA and DWR.

SECTION 19. TERMINATION; IMMEDIATE REPAYMENT; INTEREST

(A) SAWPA may terminate this Contract at any time prior to completion of the Project 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 a reasonable time as established by SAWPA.

(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. In the event of termination, prejudgment interest shall accrue on all amounts due from the date that notice of termination is mailed to the Sub-Grantee to the date of full repayment by the Sub-Grantee.

(C) SAWPA may terminate this Contract should DWR terminate SAWPA as program manager, or terminate funding for this Contract or the Project or should DWR terminate its standard agreement with SAWPA on this Project. Upon such DWR-caused termination, SAWPA shall not be liable to Sub-Grantee for any damages, costs or expenses resulting from such termination.

SECTION 20. DAMAGES FOR BREACH AFFECTING TAX EXEMPT STATUS

In the event that any breach of any of the provisions of this Contract or other action by the Sub-Grantee shall result in the loss of tax exempt status for any bonds, or if such breach shall result in an obligation on the part of the SAWPA to reimburse the federal government by reason of any arbitrage profits, the Sub-Grantee shall immediately reimburse SAWPA and/or DWR in an amount equal to any damages paid by or loss incurred by the State due to such breach.

SECTION 21. ARBITRATION

Any dispute which may arise under this Contract by and between the SAWPA and the Sub-Grantee, including the Sub-Grantee's subcontractors, laborers, and suppliers, 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 22. 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 23. 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 and the DWR.

SECTION 24. AMENDMENT

This Contract may be amended at any time by mutual written agreement of the Parties.
SECTION 25.  SAWPA REVIEWS; SUB-GRANTEE AS INDEPENDENT CONTRACTOR

(A) The Parties agree that review or approval of the Project or Project plans and specifications by SAWPA is for administrative and eligibility purposes only and does not relieve the Sub-Grantee of its responsibility to properly plan and implement the Project. As between SAWPA and the Sub-Grantee, the Sub-Grantee agrees that it has sole responsibility for proper planning and implementing its portion of the Project.

(B) The Sub-Grantee is an independent contractor exclusively responsible for the design and implementation of the specific project funded by this 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 26.  INDEMNIFICATION

(A) The Sub-Grantee shall defend, indemnify and hold harmless SAWPA and DWR and their directors, commissioners, officers, employees, agents and assigns (collectively the “Indemnified Parties”) against any and all losses, claims, damages or liabilities, joint or several, including attorneys fees and expenses incurred in connection therewith, to which such Indemnified Parties may become liable in connection with or arising from this Contract, and the transactions, funding and construction activities contemplated by this Contract. Sub-Grantee shall reimburse Indemnified Parties 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, and the transactions, funding and construction activities contemplated by this Contract. Sub-Grantee shall indemnify and save the Indemnified Parties harmless from and against any claims, losses, damages, attorneys fees and expenses arising from any and all 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 Project funded, in part, by this Contract. Sub-Grantee shall indemnify and save Indemnified Parties 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 or the Project. Sub-Grantee shall indemnify and hold the Indemnified Parties harmless from any and all claims, losses, damages, attorneys’ fees and expenses arising out of the completion of the Project or the authorization of payment of Project Costs to 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.

(B) The Sub-Grantee understands and agrees that it has complied and will comply with CEQA and the State CEQA Guidelines for the project which is the subject matter of this Grant Funding Contract. Sub-Grantee understands and agrees that it is ultimately and solely responsible, as the lead agency, for compliance with CEQA and any mitigation measures required for the Project. The Sub-Grantee hereby agrees to indemnify, defend and hold harmless SAWPA and the DWR from any and all claims or actions related to this Project that may be made by any third party or public agency alleging, among other things, violations of CEQA or the State CEQA Guidelines.

(C) In addition to complying with the insurance requirements contained in the Grant Agreement, including Section 23 and 50 of Exhibit D of that Agreement, the Sub-Grantee shall ensure that adequate insurance coverage is provided by Sub-Grantee and/or its contractors and subcontractors on the Project funded, in part, by this Contract. Such insurance shall include adequate coverage for comprehensive commercial general liability, business auto liability, workers compensation liability, professional and errors and omissions liability insurance. Such insurance coverage shall, at a minimum, insure against
injuries to third parties, damage to property owned by third parties, physical damage to the enrolled residences through the Project, theft of equipment and supplies intended for the Project, delays in Project completion, delays in Project Completion due to strikes and governmental actions, liquidated damages, employee injuries and work-related illnesses, design errors resulting in increased project costs, and nonperformance by the contractors and subcontractors. Such insurance coverages shall be provided by admitted insurance companies authorized to do business in the State of California, and with a minimum “Best’s Insurance Guide” rating of “A:VII”. The Sub-Grantee shall name the SAWPA and the State, and both their officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Contract.

SECTION 27. PROJECT AND INFORMATION ACCESS

The Sub-Grantee agrees to ensure that SAWPA, DWR, or any authorized representative thereof, shall have reasonable access to the Project site at all reasonable times during Project construction, and thereafter for the useful life of the Project.

SECTION 28. OPINIONS AND DETERMINATIONS

Where the terms of this contract provide for action to be based upon the opinion, 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 and capricious.

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

COMMUNITY ACTION PARTNERSHIP OF RIVERSIDE COUNTY
Sub-Grantee

Dated: ________________ By: _____________________________

Executive Director

Typed Name
GREENHOUSE GAS REDUCTION FUND
IMPLEMENTATION GRANT FUNDING CONTRACT
BETWEEN THE
SANTA ANA WATERSHED PROJECT AUTHORITY
AND
COMMUNITY ACTION PARTNERSHIP OF SAN BERNARDINO COUNTY

Greenhouse Gas Reduction Fund Implementation Grant Funding Contract (“Contract”) is made between Santa Ana Watershed Project Authority ("SAWPA") and Community Action Partnership of San Bernardino County (the "Sub-Grantee"). SAWPA and the Sub-Grantee may be individually referred to as "Party", and collectively referred to as the "Parties".

WHEREAS, on XXXX, the California Department of Water Resources (“DWR”) and SAWPA entered into a Grant Agreement (“Grant Agreement”) providing that SAWPA would serve as the program manager for the $2,339,823 in Greenhouse Gas Reduction Funds to be disbursed to Sub-Grantees and other beneficiaries, consistent with DWR requirements; and

WHEREAS, consistent with the Grant Agreement between DWR and SAWPA, SAWPA intends to disburse to the Sub-Grantee a portion of the $2,339,823 in grant funds for its component of the Water-Energy Community Action Network through this Contract with the Sub-Grantee; and

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 Water-Energy Community Action Network will remove and replace approximately 260,000 square feet of turf with drought tolerant landscaping and install water-energy savings devices in residences throughout the Santa Ana River Watershed. Outreach and marketing of the Water-Energy Community Action Network will be conducted in order to register interested residents on a first come, first serve basis for installation of water-energy-saving devices

The Sub-Grantee’s project (“Project”) will expand their California Alternate Rates for Energy (“CARE”) Program across the Santa Ana River Watershed’s portion of San Bernardino County by completing the following actions:

1. Replace 160 (at least) 3.5 gallons per flush (GPF) toilets with WaterSense certified 1.28 gallons per flush (GPF) toilets with a MAP score of at least 600;
2. Install 250 WaterSense certified 1.5 gallons per minute (GPM) faucet aerators in sinks with no aerator;
3. Replace 250 (at least) 2.5 GPM showerheads with WaterSense certified 1.5 GPM showerheads;
4. Install 298 thermostatic shut-off valves that have a threshold of (at least) 95 degree Fahrenheit in showers with no thermostatic shut-off valves;
5. Replace 390 non-Energy Star certified water heaters with Energy Star certified natural gas heat water heaters; and
6. Install 100 R-11 or more efficient water heater blankets on water heaters that have an internal thickness of less than 2 inches and no blanket.
These actions by the Sub-Grantee will be implemented in residences that are within the Santa Ana River Watershed and within a 76% or higher scoring CalEnviroScreen 2.0 certified census tract. All old devices will be removed from the residences. The Sub-Grantee also will refer qualifying residents to the Water-Energy Community Action Network for the turf removal component of the project through their normal lines of implementing the CARE Program and other conservation programs. As feasible, the Sub-Grantee shall allow SAWPA to inspect the replacement and removed devices.

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. 4600011089, attached hereto as Attachment “A”. Where is “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. Will consideration be given where to financial impact, hardship and or industry standard supersede “inconsistency?”

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

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. Such compliance shall be to the fullest extent necessary and as may be required by SAWPA in order to enable SAWPA to comply with the Grant Agreement as the “Grantee.”

SECTION 3. ESTIMATED ELIGIBLE PROJECT COSTS; GRANT AMOUNT

The estimated and eligible reasonable cost for the Sub-Grantee portion of the Project at the time of SAWPA's and DWR’s approval of the Grant Agreement is Eight Hundred Sixty Eight Thousand One Hundred Fifty Three dollars ($868,153) for the Project.

Eligible project costs include the reasonable costs of purchasing the six new devices, installing the six new devices and removing old devices measures in eligible residences.

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 the DWR.

If the Sub-Grantee fails or refuses to proceed with or complete the project within the deliverable dates, SAWPA shall consider such failure or refusal to be a material violation and breach of this Contract. SAWPA shall have all rights and remedies as are otherwise available to it for breach of this Contract by the Sub-Grantee.

If actual Project costs exceed the Project’s estimated reasonable cost, SAWPA shall have no obligation to provide grant funds for such exceedence.
Costs not eligible for reimbursement include, but are not limited to:

- Costs not previously agreed to.
- Travel and per diem costs.
- Overhead not directly related to Project costs.
- All other ineligible costs listed in Paragraph 9 of the Grant Agreement.

Work performed after July 1, 2014 and before September 30, 2017, is eligible for reimbursement.

SECTION 4. SCOPE OF WORK AND COMPLETION OF PROJECT

The Scope of Work shall be as provided for Sub-Grantee’s component project described in the Grant Agreement. The Parties understand that time is of the essence, and agree to expeditiously proceed with and complete the Project.

SECTION 5. DISBURSEMENT

Grant funds will be disbursed in accordance with the disbursement provisions of the Grant Agreement.

SECTION 6. 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 of the Grant Agreement.

SECTION 7. TERM

This Contract shall not be effective until it has been executed by SAWPA. 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 Project.

SECTION 8. COVENANT TO OPERATE AND MAINTAIN PROGRAM

For (at least) thirty (30) days following the date of individual installation and replacement in residences by the Sub-Grantee or its contractors, the Sub-Grantee shall operate and maintain showerheads, aerators, thermostatic shut-off valves and water heater blankets. The devices shall include a warranty that is valid for (at least) six month following the date of the individual installation and replacement by the Sub-Grantee or its contractors.

For at least one year following the date of individual installation and replacement in residences by Sub-Grantee or its contractors, the Sub-Grantee shall operate and maintain water heaters and toilets.

After operation and maintenance periods have elapsed for each device, the Sub-Grantee shall for the useful life of the Project ensure or cause to be performed the commencement and continued operation of the Project that remains in Grantee’s direct control and shall ensure or cause the Project that remains in Grantee’s direct control 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 for the Project that remains in Grantee’s direct control; and for the Project that remains in Grantee’s direct control 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. SAWPA shall not be liable for any cost of such maintenance,
management, or operation. The Sub-Grantee or their successors may, with the written approval of SAWPA, transfer this responsibility to use, manage, and maintain the Sub-Grantee’s Project. For purposes of the Grant Agreement, “useful life” means a period of ten (10) years; “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.

Sub-Grantee shall prepare and maintain the Project Monitoring Plan (“PMP”) required by the Grant Agreement. DWR and SAWPA shall approve the PMP before the Sub-Grantee becomes eligible for grant reimbursement and implements any sampling or monitoring activities.

SECTION 8. ASSIGNMENT

Neither this Contract, nor any duties or obligations under this Contract, nor any of the Project facilities referenced in this Contract shall be assigned by any Party without the prior written consent of the other Party.

Should an assignment or transfer occur, whenever SAWPA or the Sub-Grantee are named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in SAWPA and the Sub-Grantee, and all Contract and covenants required hereby to be performed by or on behalf of SAWPA and/or the Sub-Grantee shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

SECTION 9. COMPLIANCE WITH LAWS AND REGULATIONS

The Sub-Grantee agrees that it shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, regulations, guidelines and the Standard Conditions provided in the Grant Agreement’s Exhibit D.

SECTION 10. ACKNOWLEDGEMENT OF CREDIT

Sub-Grantee shall include appropriate acknowledgement of credit to the State, SAWPA and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Contract.

On the website for the period of the Grant Agreement, the Sub-Grantee shall state that the Project is financed in part by the State and any cost-sharing partners. The Sub-Grantee shall inform SAWPA of this addition to the website.

SECTION 11. PROJECT ACTIVITIES AND NOTIFICATION

The Sub-Grantee shall immediately notify SAWPA in writing of:

(1) Any substantial change in the scope, budget, or work performed of the Project. The Sub-Grantee agrees that no substantial change in the scope of the Project may be undertaken until written notice of the proposed change has been provided to SAWPA, and SAWPA has given written approval for such a change;

(2) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation. Sub-Grantee must notify SAWPA at least 20 calendar days prior to the event.
(3) Unscheduled cessation of all major work on the Project where such cessation of work is expected to or does continue for a period of 30 calendar days or more;

(4) Any circumstance, combination of circumstances, or condition which is expected to delay project completion for a period of 15 calendar days or more beyond the deliverable dates;

(5) Completion of the Sub-Grantee’s portion of the Project and provide SAWPA and DWR the opportunity to participate in the inspection. Sub-Grantee must notify SAWPA at least 20 calendar days prior to final inspection.

SECTION 12. PAYMENT OF PROJECT COSTS

The Sub-Grantee shall provide for and make payment for all Project costs. All costs and payments for the Project shall be paid by the Sub-Grantee promptly and in compliance with all applicable laws. All grant disbursements will be reimbursements.

SECTION 13. 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, or threatens to violate, any term, provision, condition, or commitment of this Contract;

(2) The Sub-Grantee fails to maintain reasonable progress toward completion of the Project; or

(3) DWR directs SAWPA to withhold any such grant funds.

SECTION 14. MONTHLY 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. The amount claimed for reimbursement for installation shall include the residential address and the type/amount of device(s) installed at the residence. Refer to Attachment C.

(3) Each invoice shall clearly delineate those costs claimed for reimbursement from the State’s grant amount.

SECTION 15. MONTHLY PROGRESS REPORTS

Monthly Progress Reports shall be completed using the templates provided as shown in Attachment B. Monthly Progress Reports shall provide:

(A) A brief description of the work performed, activities, milestones achieved,
(B) Documentation of the devices installed by residence including the physical address of the residence and photos of the pre-installment condition (showing the manufacturers details such as the GPM), photos of the post-installment condition (showing the manufacturers details such as the GPM) and receipts of purchase of the installed devices;

(C) Copies of the closeout documentation certified by the resident stating they received the installation of the device(s), which include the physical address of the residence receiving the benefit;

(D) Deemed water-energy savings per measure;

(E) Any accomplishments as well as any problems encountered in the performance of the work.

(F) Training material used to educate field technicians on proper installation of the devices.

The first monthly report shall cover the period between July 1, 2014, and March 31, 2016, and be submitted no later than April 15, 2016 to SAWPA, with future reports due on successive month increments. Future monthly reports shall be due fifteen (15) calendar days after the preceding month. Monthly Progress Reports are required until the final Monthly Progress Report is due on October 15, 2017.

SECTION 16. RECORDS AND REPORTS

(A) Without limitation on the requirement that Project accounts 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 separate accounts that adequately and accurately itemizes and describes all amounts received and expended on the Project, including all grant funds received under this Contract;

(3) Establish separate accounts that adequately and accurately itemizes and describes all income received which is attributable to the Project, specifically including any income attributable to grant funds disbursed under this Contract;

(4) Establish an accounting system that adequately and accurately itemizes and describes final total costs of the Project, including both direct and indirect costs;

(5) 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 require all Project contractors and subcontractors to maintain books, records, and other material relative to the Project in accordance with generally accepted accounting standards, and to require that such contractors and subcontractors retain such books, records, and other material until June 30, 2021. The Sub-Grantee shall require that such books, records, and other material shall be subject, at all reasonable times, to inspection, copying, and audit by SAWPA, DWR or its authorized representatives.
(C) The Sub-Grantee shall maintain its books, records and other material concerning the Project in accordance with generally accepted government accounting standards and as required by the Grant Agreement.

(D) All documents required or requested to be provided to SAWPA shall be submitted electronically in the native format (e.g. Microsoft Word, Microsoft Excel, etc.). All documents shall be public domain or the property of SAWPA once submitted.

(E) The Sub-Grantee agrees to expeditiously provide, during work on the Project and until June 30, 2021, 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 17. 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 at any time or if questions about the proper use or management of the funds arise. SAWPA may review or evaluate the Sub-Grantee for compliance with the terms and conditions of the Contract. The project review and evaluation may be performed by SAWPA or may be contracted to a responsible third party. Any findings and recommendations of the project review and evaluation shall be addressed by the Sub-Grantee within 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) In addition to the documents and deliverables required to be provided by the Grant Agreement, by October 15, 2017, the Sub-Grantee shall provide to SAWPA, a final Project Completion Report on the Project. The Project Completion Report shall include, at a minimum, all of the following:

(1) A description of the completed project including purpose, goals, activities completed and participants, the general performance characteristics (e.g. the residences modified and type of modifications) of the Sub-Grantee’s portion of the Project, any goals not achieved or only partially achieved, lessons learned, a summary of all documents submitted to SAWPA in compliance with this Contract and the Grant Agreement, and copies of any final documents or reports generated or utilized during a project. The summary shall also contain a description of startup activities, problems encountered, corrective measures completed as well as any changes or amendments to the project.

(2) A final cost summary listing the total Project cost, total Project costs eligible for grant funding under the Grant Agreement and this Contract, total amount of grant funds received, and other financial information as may be reasonably required by the DWR to verify Sub-Grantee’s entitlement to grant funds, to assure program integrity, and to comply with federal requirements.

The report shall be accompanied by such other financial information as may be required by SAWPA or DWR to verify Sub-Grantee entitlement to grant funds, to assure program integrity, and to comply with any federal or state requirements. A duly authorized representative of the Sub-Grantee shall certify the report as correct.

(3) A final schedule showing actual progress versus planned progress.

Upon request, the Project Completion Report shall include certification of installation of the devices by a general contractor licensed in the state of California.
(C) SAWPA may call for an audit of financial information relative to the Project, 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 18. PROJECT CLOSEOUT DOCUMENTATION

To ensure that the Project is closed out in a manner that provides an auditable file for SAWPA, Sub-Grantee shall follow a close-out procedure that includes payment of all subcontracts, completion of all punch lists, defects correction, satisfaction of warranty or guarantee issues, and any other requirements for the completion of the scope of work. Such close-out procedures shall include those procedures contained in the Grant Agreement or otherwise required by SAWPA and DWR.

SECTION 19. TERMINATION; IMMEDIATE REPAYMENT; INTEREST

(A) SAWPA may terminate this Contract at any time prior to completion of the Project 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 a reasonable time as established by SAWPA.

(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. In the event of termination, prejudgment interest shall accrue on all amounts due from the date that notice of termination is mailed to the Sub-Grantee to the date of full repayment by the Sub-Grantee.

(C) SAWPA may terminate this Contract should DWR terminate SAWPA as program manager, or terminate funding for this Contract or the Project or should DWR terminate its standard agreement with SAWPA on this Project. Upon such DWR-caused termination, SAWPA shall not be liable to Sub-Grantee for any damages, costs or expenses resulting from such termination.

SECTION 20. DAMAGES FOR BREACH AFFECTING TAX EXEMPT STATUS

In the event that any breach of any of the provisions of this Contract or other action by the Sub-Grantee shall result in the loss of tax exempt status for any bonds, or if such breach shall result in an obligation on the part of the SAWPA to reimburse the federal government by reason of any arbitrage profits, the Sub-Grantee shall immediately reimburse SAWPA and/or DWR in an amount equal to any damages paid by or loss incurred by the State due to such breach.

SECTION 21. ARBITRATION

Any dispute which may arise under this Contract by and between the SAWPA and the Sub-Grantee, including the Sub-Grantee's subcontractors, laborers, and suppliers, 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 22. 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 23. 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 and the DWR.

SECTION 24. AMENDMENT

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

SECTION 25. SAWPA REVIEWS; SUB-GRANTEE AS INDEPENDENT CONTRACTOR

(A) The Parties agree that review or approval of the Project or Project plans and specifications by SAWPA is for administrative and eligibility purposes only and does not relieve the Sub-Grantee of its responsibility to properly plan and implement the Project. As between SAWPA and the Sub-Grantee, the Sub-Grantee agrees that it has sole responsibility for proper planning and implementing its portion of the Project.

(B) The Sub-Grantee is an independent contractor exclusively responsible for the design and implementation of the specific project funded by this 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 26. INDEMNIFICATION

(A) The Sub-Grantee shall defend, indemnify and hold harmless SAWPA and DWR and their directors, commissioners, officers, employees, agents and assigns (collectively the “Indemnified Parties”) against any and all losses, claims, damages or liabilities, joint or several, including attorneys fees and expenses incurred in connection therewith, to which such Indemnified Parties may become liable in connection with or arising from this Contract, and the transactions, funding and construction activities contemplated by this Contract. Sub-Grantee shall reimburse Indemnified Parties 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, and the transactions, funding and construction activities contemplated by this Contract. Sub-Grantee shall indemnify and save Indemnified Parties harmless from and against any claims, losses, damages, attorneys fees and expenses arising from any and all 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 Project funded, in part, by this Contract. Sub-Grantee shall indemnify and save Indemnified Parties 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 or the Project. Sub-Grantee shall indemnify and hold the Indemnified Parties harmless from any and all claims, losses, damages, attorneys’ fees and expenses arising out of the completion of the Project or the authorization of payment of Project Costs to 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.

(B) The Sub-Grantee understands and agrees that it has complied and will comply with CEQA and the State CEQA Guidelines for the project which is the subject matter of this Grant Funding Contract. Sub-Grantee understands and agrees that it is ultimately and solely responsible, as the lead agency, for compliance with CEQA and any mitigation measures required for the Project. The Sub-Grantee hereby agrees to indemnify, defend and hold harmless SAWPA and the DWR from any and all claims or actions related to this Project that may be made by any third party or public agency alleging, among other things, violations of CEQA or the State CEQA Guidelines.
In addition to complying with the insurance requirements contained in the Grant Agreement, including Section 23 and 50 of Exhibit D of that Agreement, the Sub-Grantee shall ensure that adequate insurance coverage is provided by Sub-Grantee and/or its contractors and subcontractors on the Project funded, in part, by this Contract. Such insurance shall include adequate coverage for comprehensive commercial general liability, business auto liability, workers compensation liability, professional and errors and omissions liability, property insurance, including all builders risk insurance. Such insurance coverage shall, at a minimum, insure against injuries to third parties, damage to property owned by third parties, physical damage to the enrolled residences through the Project, theft of equipment and supplies intended for the Project, delays in Project completion, delays in Project Completion due to strikes and governmental actions, liquidated damages, employee injuries and work-related illnesses, design errors resulting in increased project costs, and nonperformance by the contractors and subcontractors. Such insurance coverages shall be provided by admitted insurance companies authorized to do business in the State of California, and with a minimum “Best’s Insurance Guide” rating of “A:VII”.

SECTION 27. PROJECT AND INFORMATION ACCESS

The Sub-Grantee agrees to ensure that SAWPA, DWR, or any authorized representative thereof, shall have reasonable access to the Project site at all reasonable times during Project construction, and thereafter for the useful life of the Project.

SECTION 28. OPINIONS AND DETERMINATIONS

Where the terms of this contract provide for action to be based upon the opinion, 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 and capricious.

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

COMMUNITY ACTION PARTNERSHIP OF SAN BERNARDINO COUNTY
Sub-Grantee

Dated: _________________________  By: __________________________

Executive Director

Typed Name
GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
SANTA ANA WATERSHED PROJECT AUTHORITY
4600011089

Water-Energy Grant Program
Funded by the Greenhouse Gas Reduction Fund
As Authorized in Section 2 of the Budget Act of 2013 (Senate Bill 103, Section 11)

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 (SAWPA), a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the “Grantee”, which parties do hereby agree as follows:

1. PURPOSE. State shall provide funding from the Greenhouse Gas Reduction Fund (Health and Safety Code Section 39710 et seq.) to Grantee to assist in financing projects associated with Section 2 of the Budget Act of 2013 (Senate Bill 103, Section 11) hereinafter collectively referred to as the “Water-Energy Grant Program.”

2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on December 31, 2017, 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 8.

3. TOTAL PROJECT COST. The reasonable Total Cost of the Project is estimated to be $2,859,823.

4. GRANT AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed $2,339,823.

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 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 H (State Audit Document Requirements).

6. GRANTEE’S RESPONSIBILITY. Grantee and its representatives shall:
   a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Budget) and Exhibit C (Schedule).
   b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Greenhouse Gas Reduction Fund financing.
   c) Comply with all applicable California laws and regulations.
   d) Implement the Project in accordance with applicable provisions of the law.
   e) Fulfill its obligations under the Grant Agreement, and be responsible for the performance of the project.

7. BASIC CONDITIONS. State shall have no obligation to disburse money for project under this Grant Agreement until Grantee has satisfied the following conditions (if applicable):
   a) Grantee demonstrates the availability of sufficient funds to complete the project by submitting the most recent year-end financial statement.
   b) For the term of this Grant Agreement, Grantee submits timely Progress Reports as specified by Paragraph 17, “Submission of Reports” and Appendix C, Schedule.
   c) Grantee submits deliverables as specified in Paragraph 17 of this Grant Agreement and in Exhibit A.
   d) Prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State for each project:
      1) Final plans and specifications certified by a California Registered Professional (Civil Engineer or Geologist, as appropriate) for the approved project as listed in Exhibit A of this Grant Agreement.
      2) Environmental Documentation:
         i) Copies of all applicable final environmental permits,
         ii) Documents that satisfy the CEQA process,
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 document(s) and
State notice of verification of environmental permit submittal.

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

3) A monitoring plan as required by Paragraph 19, “Project Monitoring Plan Requirements.”

8. 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 9.

9. 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/implementation. Reasonable administrative expenses may be included as Total Project Costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions,
and implementation. Reimbursable administrative expenses are the necessary costs incidentally but directly
related to the project including the portion of overhead and administrative expenses that are directly
related to the project included in this Agreement in accordance with the standard accounting practices of
the Grantee. Work performed on the project after July 1, 2014 shall be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to the following items:

a) Costs, other than those noted above.
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 shall be tracked as part of the Grantee cost share.
l) Overhead not directly related to project costs.

10. METHOD OF PAYMENT. Submit a copy of invoice for costs incurred and supporting documentation to the
DWR Project Manager via GRanTS. Additionally, the original invoice form with signature and date (in ink) of Grantee’s Project Representative, as indicated on page 8 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 project during the period identified in the particular invoice.

b) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the project 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 resource categories (i.e., line items) 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 supporting documentation (e.g., receipts, copies of checks, time sheets) as determined by the State must be provided for all costs included in the invoice. 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.

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.

11. 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 12, 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 12, “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.

12. DEFAULT PROVISIONS. Grantee 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 operate or maintain project(s) in accordance with this Grant Agreement.

d) Failure to make any remittance required by this Grant Agreement.

e) Failure to comply with Labor Compliance Program requirements (Paragraph 16).

f) Failure to submit timely progress reports.

g) Failure to routinely invoice State.

h) Failure to meet any of the requirements set forth in Paragraph 13, “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.

13. 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 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);
b) An agricultural water supplier must maintain compliance with Sustainable Water Use and Demand Reduction, Part 2.55 of Division 6 of the (CWC§10608 et. seq.);
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) Grantees 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.

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

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

16. LABOR COMPLIANCE. Grantee agrees to comply with all applicable California Labor Code requirements and Standard Condition D.28 in Exhibit D. Grantee must meet the requirements of Labor Code section 1771.5 by monitoring and enforcing prevailing wage requirements on public works projects that receive state funding and on other projects that are legally required to use the Department of Industrial Relations Compliance Monitoring Unit.

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

17. 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 F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.

- **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.

- **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 reduce greenhouse gas emissions, water use and energy use 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.

18. **OPERATION AND MAINTENANCE OF PROJECT.** For the useful life of construction and implementation projects and in consideration of the funding made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project that remains in Grantee’s direct control and shall ensure or cause the project that remains in Grantee’s direct control 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 for projects that remain in Grantee’s direct control; and for projects that remain in Grantee’s direct control shall ensure or cause the same to be maintained in a good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Grantee or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, “useful life” means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; “operation costs” include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and “maintenance costs” include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the project in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, “Default Provisions.”

19. **PROJECT MONITORING PLAN REQUIREMENTS.** Exhibit A of this Grant Agreement shall contain activities to develop and submit to State a Project Monitoring Plan. Along with guidance provided in Exhibit I, “Project Monitoring Plan Components,” the Project Monitoring Plan should also include:

a) Baseline (pre-project) water use and energy use.
b) Proposed savings
c) Brief discussion of how water and energy savings will be monitored.
d) Methodology of monitoring.
e) Frequency of monitoring.
f) Location of monitoring points.
g) Performance targets

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

20. 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.

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

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

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

23. 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.
24. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

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

Santa Ana Water Project Authority  
Celeste Cantu  
Project Director  
11615 Sterling Avenue  
Riverside, CA 92503  
951-354-4220  
cantu@sawpa.org

Direct all inquiries to the Project Manager:

Department of Water Resources  
Michael Weil  
Division of Integrated Regional Water Management  
770 Fairmont Ave., Suite 102  
Glendale, CA 91302-1035  
818-549-2328  
Michael.Weil@water.ca.gov

Santa Ana Water Project Authority  
Ian Achimore  
Senior Watershed Manager  
11615 Sterling Avenue  
Riverside, CA 92503  
951-354-4233  
iachimore@sawpa.org

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

25. 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 – Report Formats and Requirements  
Exhibit G – Requirements for Statewide Monitoring and Data Submittal  
Exhibit H – State Audit Document Requirements  
Exhibit I – Project Monitoring Plan Components
IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

______________________________  Santa Ana Watershed Project Authority
Arthur Hinojosa, P.E., Chief
Division of Integrated Regional Water Management
Date________________________

Celeste Cantu
Project Director
Date________________________

Approved as to Legal Form and Sufficiency

______________________________
Spencer Kenner, Assistant Chief Counsel
Office of Chief Counsel
Date________________________
EXHIBIT A
WORK PLAN

Project Name: Water-Energy Community Action Network (Project)

IMPLEMENTING AGENCY: Santa Ana Watershed Project Authority (SAWPA)

PROJECT DESCRIPTION:
The Water-Energy Community Action Network Program (WECAN) will retrofit approximately 260,000 square feet of residential turf in the Santa Ana River Watershed and expand the water-energy programs for three Community Action Partnerships in the Santa Ana River Watershed by installing water-saving devices in approximately 100 residences. The Program is a regional approach consistent with the Santa Ana River Watershed Integrated Regional Water Management Plan, the One Water One Watershed 2.0 Plan, and includes outreach, technical assistance, training, community engagement, and water-energy saving retrofits to disadvantaged community (DAC) residents who meet the following criteria:

• Reside in a 76% or higher scoring CalEnviroScreen 2.0 census tract;
• Reside in the Santa Ana River Watershed

Task 1 Direct Project Administration and Management
SAWPA will respond to DWR’s reporting and compliance requirements associated with the grant administration. SAWPA will manage the grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. SAWPA shall prepare invoices including relevant supporting documentation for submittal to DWR. SAWPA shall maintain administrative responsibilities associated with Project such as coordinating with partnering agencies, and the project managers responsible for implementing the project contained in this agreement, and managing consultants/contractors.

SAWPA will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation and compiling the information into a DWR invoice packet.

SAWPA will be responsible for submitting progress reports as well as draft and final project completion reports containing items per the agreement.

Deliverables:
- Invoices and associated backup documentation
- Progress Reports
- Draft and Final Project Completion Report
- Other Applicable Project Deliverables

Task 2 Environmental Documentation
Three Notice of Exemptions (NOE) under CEQA will be prepared and filed. The Environmental Information Form (EIF) will be submitted.

SAWPA will comply with all applicable state and federal environmental requirements for this Project and will submit the related documentation, if required.

Deliverables:
- Environmental Information Form (EIF)
- Completed Notice of Exemptions (NOE) filed with three County Clerk’s offices

Task 3 Project Monitoring Plan
SAWPA shall develop and submit a Project Monitoring Plan to track and quantify the performance of the Project. The Project Monitoring Plan will discuss the goal of the monitoring, how the monitoring will be
accomplished, the frequency of monitoring, the monitoring point locations, etc. The Project Monitoring Plan will describe the applicable project benefits including water and energy savings, GHG reductions, etc., and explain how the Project benefits will be quantified. The Monitoring Plan should result in data collected that allows for a comparison of baseline and post-project benefits in the Project Completion Report. The Project Monitoring Plan shall be submitted prior to disbursement of State funds for implementation or monitoring activities.

**Deliverables:**
- Project Monitoring Plan

**Task 4 Project Implementation**

**4.1 Contract Services**

SAWPA shall conduct activities necessary to secure a contractor and award the contract including developing bid documents, prepare advertisement and contract documents for contract bidding, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

**Deliverables:**
- Proof of Advertisement of bid(s)
- Award of contract(s)
- Notice(s) to proceed

**4.2 Implementation Administration**

SAWPA shall review contractor submittals, answer requests for information, and issue work directives. Administration duties include documentation of pre-implementation conditions, preparing change orders, addressing questions of contractors on site, reviewing/updating the project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, and notifying contractor if work is not acceptable.

**Deliverables:**
- Notice(s) of Completion

**4.3 Implementation Activities**

**Subtask 4.3.1 Smartscape Manuals and Program Workshops**

Orange County Coastkeeper will expand its ongoing Smartscape Program to provide landscaping workshops and a landscaping manual. Implementation activities include:

- Orange County Coastkeeper will create a bilingual landscape manual focused on maintaining retrofitted residential landscapes with drought tolerant plantings in the Southern California climate. The manual, which will be available for free to interested residents at community meetings and through outreach conducted by SAWPA and its project partners such as local water agencies, will include information on climate, plant types, and irrigation parameters.
- Orange County Coastkeeper will hold workshops in the communities (up to three in each county) by discussing the manual and information on climate, plant types and irrigation parameters. Orange County Coastkeeper will also give a general overview of the Water-Energy Community Action Network Program including the other water-energy benefits available.

**Deliverables:**
- Final bilingual landscape manual
- Sign in sheets and talking points for workshops
Subtask 4.3.2 Outreach

SAWPA will provide community outreach using a central program manager and hotline operator. Implementation activities include:

- SAWPA will hire, or provide internally, a central program manager and hotline operator to serve for an up to 24 month period. SAWPA will train the central program manager and hotline operator on the residential enrollment guidelines for the Program and the processes for installing the water and energy saving retrofits by contractors and the project partners.
- SAWPA and the central program manager will identify residents that meet the criteria of a +76% scoring tract, and with the help of the hotline operator, conduct outreach to eligible residents by contacting residents, enrolling and guiding them through the Program’s paperwork such as documenting the amount of turf grass in their lawn and the wait time for the retrofit by the turf removal landscaper contractor to occur. Some outreach may be conducted through holding workshops and attending meetings.
- SAWPA may work with project partners to establish a referral process whereby a GIS-based tool will be developed that can look-up addresses to determine if members of the public reside within an eligible +76% scoring tract.
- The hotline operator will answer questions from enrolled and interested residents and channel communication from residents to SAWPA, the project partners who will be installing the non-turf measures, the central program manager, the landscape contractor, etc.

Deliverables:
- Outreach documents that can include pamphlets, posters, signs and presentation material
- Training material, if applicable

Subtask 4.3.3 Purchasing of Water-Saving Devices

The Center for Sustainable Energy may serve as a point of contact with SAWPA and any SAWPA contractors for the Water-Energy Community Action Network Program in order to provide guidance on the installations of water-energy savings measures such as the installation of thermostatic shut-off valves, faucet aerators and low-flow showerheads. Implementation activities may include:

- Training outreach field personnel
- Purchasing water-energy saving devices such as thermostatic shut-off valves, faucet aerators and low-flow showerheads to be used by the Community Action Partnerships.

It is possible that instead of the Center for Sustainable Energy, SAWPA or the three Community Action Partnership organizations may complete this task themselves.

Deliverables:
- Document receipts of appliances purchased in the quarterly invoices, if applicable
- Training material, if applicable

Subtask 4.3.4 Installation of Water-Saving Devices

The Community Action Partnerships of Riverside County, San Bernardino County, and Orange County will provide enrolled residents with water/energy saving measures. Implementation activities involve the installation of water-saving devices including:

- Low-flow toilets,
- Low-flow showerheads,
- Thermostatic shutoff valves,
- Faucet aerators,
- Water heaters, and
SAWPA staff will provide the Community Action Partnership staff with a GIS-based tool to focus on residents that meet the criteria of a +76% scoring tract to ensure savings go to DAC residents. The non-turf water-energy saving retrofits will be marketed broadly across the counties within the Santa Ana River Watershed.

Deliverables:
- Documentation of devices installed
- Residential closeout documentation, upon request
- Deemed water-energy savings per device

Subtask 4.3.5 Installation of Turf Measures
SAWPA staff will hire a landscape contractor who can retrofit approximately 260,000 square feet of turf over an up to two year period. SAWPA staff will work with wholesale and retail water agencies in the watershed that have existing turf grass removal/retrofit programs and a central landscape contractor. Implementation activities include:

- Enroll residents and provide available installation dates.
- Remove high water using turf grass and replace with drought tolerant plantings along with low flow sprinkler irrigation systems, if needed. Contractor will also be responsible for complying with all applicable local laws, ordinances, and other restrictions. The water saving retrofit will include the direct planting of plants that require minimal irrigation and the disposal of yard waste.

Implementation will occur in:

- Area A: The cities and surrounding area of Fontana, Rialto, Colton, Bloomington and Rancho Cucamonga in San Bernardino County, within Fontana Water Company and West Valley Water Districts service areas;
- Area B: The cities and surrounding area of Jurupa Valley and Eastvale in Riverside County within the service area of Jurupa Valley Community Services District. If funds available, the Project can extend into the eastern portion of the Eastern Municipal Water District service area in Riverside County; and
- Area C: The service area of the City of Santa Ana Water Resources Division in Orange County

Deliverables:
- Documentation of turf removed
- Residential closeout documentation, upon request
- Deemed water savings per square foot of turf removed
### Project Budget

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Grant Funding**</th>
<th>Cost Share*</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Personnel Services</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>These individuals must be employed by the Grantee. If CEQA, construction services, or other work is done by Grantee’s employee, costs are incurred in this category.</td>
<td>$150,000</td>
<td>$0</td>
<td>$150,000</td>
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<tr>
<td><strong>Grantee Expenses</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>All Grantee expenses directly associated with the project.</td>
<td>$2,515</td>
<td>$0</td>
<td>$2,515</td>
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<td><strong>Professional and Consultant Services</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Outreach Consultant(s)</td>
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<td>$471,115</td>
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<tr>
<td><strong>Construction/Implementation Costs</strong></td>
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<td></td>
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<tr>
<td></td>
<td>$1,873,663</td>
<td>$520,000</td>
<td>$2,393,663</td>
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<td><strong>TOTAL</strong></td>
<td><strong>$2,339,823</strong></td>
<td><strong>$520,000</strong></td>
<td><strong>$2,859,823</strong></td>
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</tbody>
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*Cost Share will not be reviewed for invoicing purposes; however, the Grantee is required to maintain all financial records associated with the project in accordance with Exhibit H (State Audit Document Requirements)*

**The Water-Energy Grant Program will not reimburse for energy-only related costs.**
<table>
<thead>
<tr>
<th>Task #</th>
<th>Task Name</th>
<th>Start</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Direct Project Administration and Management</strong></td>
<td>Date this Grant Agreement is executed by State (Execution date is the date the State signs this Grant Agreement indicated on page 8)</td>
<td>December 31, 2017</td>
</tr>
<tr>
<td></td>
<td>Progress Reports and Invoicing</td>
<td>July 01, 2015</td>
<td>Within 30 days after the end of each quarter of calendar (for example, progress report for 2nd quarter is due by July 30)</td>
</tr>
<tr>
<td></td>
<td>Draft Project Completion Report and Invoicing</td>
<td>October 15, 2017</td>
<td>October 31, 2017</td>
</tr>
<tr>
<td></td>
<td>Final Project Completion Report and Invoicing</td>
<td>November 15, 2017</td>
<td>November 30, 2017</td>
</tr>
<tr>
<td></td>
<td>Request for Retention Invoice</td>
<td>December 31, 2017</td>
<td>December 31, 2017</td>
</tr>
<tr>
<td>2</td>
<td><strong>Environmental Documentation</strong></td>
<td>July 01, 2015</td>
<td>November 30, 2015</td>
</tr>
<tr>
<td>3</td>
<td><strong>Project Monitoring Plan</strong></td>
<td>July 01, 2015</td>
<td>December 31, 2015</td>
</tr>
<tr>
<td>4</td>
<td><strong>Implementation</strong></td>
<td>July 01, 2015</td>
<td>September 30, 2017</td>
</tr>
<tr>
<td>4.1</td>
<td>Contract Services</td>
<td>July 01, 2015</td>
<td>September 30, 2017</td>
</tr>
<tr>
<td>4.2</td>
<td>Implementation Administration</td>
<td>December 1, 2015</td>
<td>September 30, 2017</td>
</tr>
<tr>
<td>4.3</td>
<td>Implementation Activities</td>
<td>December 1, 2015</td>
<td>September 30, 2017</td>
</tr>
</tbody>
</table>
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 or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2) **ACKNOWLEDGMENT OF CREDIT:** Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Grant Agreement.

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 Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State’s specifications, at Grantee’s expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 12 or take any other action it deems necessary to protect its interests.
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 this 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://resources.ca.gov/ceqa/](http://resources.ca.gov/ceqa/)

**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 INSPECTION AND CERTIFICATION BY REGISTERED PROFESSIONAL:** Upon completion of the construction project, and as determined by State, Grantee shall provide for a final inspection and certification by the appropriate registered professional (California Registered Civil Engineer or Geologist) that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement. Grantee shall notify the State’s Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.

D.20) **GRANTEE COMMITMENTS:** Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.

D.21) **GRANTEE NAME CHANGE:** Approval of the State’s Program Manager is required to change the Grantee’s name as listed on this Grant Agreement. Upon receipt of legal documentation of the name change the State will process an amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

D.22) **GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.23) **INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.

D.24) **INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.25) **INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.

D.26) **INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.

D.27) **INVOICE DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may
have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the DWR Project Manager within thirty (30) calendar days of Grantee’s knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.

D.28) **LABOR CODE COMPLIANCE:** The Grantee will be required to keep informed of and take all measures necessary to ensure compliance with applicable 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 Exhibits B and C which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the Project budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State’s 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 medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (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 Project, or with Grantee’s service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

D.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, 2016 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 17, “Submissions of Reports” as follows: At such time as the “Project Completion Report” required under Paragraph 17 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 project 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 project.

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
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 12, the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12.

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. 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 hereto 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. 2014-10

A RESOLUTION OF THE COMMISSION OF THE
SANTA ANA WATERSHED PROJECT AUTHORITY
AUTHORIZING PREPARATION AND SUBMITTAL OF AN APPLICATION
TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES
TO OBTAIN A 2014 WATER-ENERGY 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 Management Plans within the Santa Ana River Watershed;

WHEREAS, the Santa Ana River Watershed’s Integrated Regional Water Management Plan,
the One Water One Watershed 2.0 Plan, includes the goals of conserving additional water through
water use efficiency and conservation measures, engaging with Disadvantaged Communities in the
watershed, and reducing green-house-gas emissions and energy consumption from water resource
management;

WHEREAS, the Santa Ana Watershed Project Authority desires to facilitate the
implementation of this project, the Water-Energy Community Action Network (WE CAN) Program,
for the benefit of the watershed; and

WHEREAS, the Santa Ana Watershed Project Authority will work with the California
Department of Water Resources to meet established deadlines for entering into a financial assistance
agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Santa
Ana Watershed Project Authority (SAWPA) authorizes the preparation and submission of an
application to the California Department of Water Resources in order to obtain a 2014 Water-Energy
Grant pursuant to Senate Bill No. 103 Section 11 (2013-2014 Regular Session), and to enter into an
agreement to receive a grant for the Water-Energy Community Action Network (WE CAN) Program.

BE IT FURTHER RESOLVED, that the General Manager of the Santa Ana Watershed
Project Authority, or designee, is hereby authorized and directed to prepare the necessary data,
conduct investigations, file such application, and execute a grant agreement and any amendments
thereto, with California Department of Water Resources.

ADOPTED this 16th day of December, 2014

SANTA ANA WATERSHED PROJECT AUTHORITY

By: [Signature]
Phil Anthony, Chair
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, describe the work performed including:

**Project Status**
Describe the work performed during the time period covered by the report, organized by Exhibit A, “Work Plan” tasks/subtasks/categories, including but not limited to:

- Updates on all ongoing tasks.
- Estimates of the percent (%) complete.
- Discussion of any project related work completed this reporting period.
- Milestones or deliverables completed/submitted.
- Impediments to completion of any task.
- Photos documenting progress.

**Cost Information**
For each project provide the following:

- A comparison of project task(s) percent complete with percent invoiced.
- A list of any changes approved to the budget in accordance with Grant Agreement and a revised budget, by task, if changed from latest budget in the Overall Work Plan.

**Schedule Information**
A list of any changes approved to the Schedule in accordance with Grant Agreement and a revised schedule, by task, if changed from latest reported schedule.

**Anticipated Activities Next Quarter**
Provide a description of anticipated activities for the next quarterly reporting period.

**PROJECT COMPLETION REPORT**

Project Completion Reports shall generally use the following format.

**Executive Summary**
Provide 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

Provide a list of:

- The date each invoice was submitted to State
- The amount of each invoice
- The date(s) the check(s) was/were 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 verse planned progress as shown in Exhibit B.
- Certification by 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 funded by this Grant Agreement, and includes the following:

Executive Summary

Reports and/or products

- Brief comparison of work proposed in the original grant application and actual work done.
- Brief description of the projects completed and how they will reduce greenhouse gas emissions and reduce water and energy use.
- 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 water supply or water quality benefits to Disadvantaged Community(ies) 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 verse 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.
**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 F.

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](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/](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](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 F. Information regarding the CASGEM program can be found at [http://www.water.ca.gov/groundwater/casgem/](http://www.water.ca.gov/groundwater/casgem/).
State Audit Document Requirements

The list below details the documents/records that State Auditors typically review 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 flow charts 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 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.
EXHIBIT I
PROJECT MONITORING PLAN COMPONENTS

Introduction

- Goals and objectives of project
- Site location and history
- Improvements implemented

Project Monitoring Plan

- Proposed water and energy savings
- Monitoring Metrics (e.g., Kg CO2e greenhouse gas, acre-feet/MG of water, or KWh energy)
- Special Environmental Considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)
- Performance Targets, (water use reduction, energy use reduction, and greenhouse gas emission reduction)
- Method of Reporting (e.g., paper reports, online databases, public meetings)
- Frequency and Duration of Maintenance Activities
- Responsible Party (who is conducting monitoring and/or maintenance) Implementing responsibility (i.e., who is responsible for monitoring and maintenance)
- Adaptive Management Strategies (i.e., what happens when routine monitoring or maintenance encounters a problem)