

ASSOCIATION OF BAY AREA GOVERNMENTS

Representing City and County Governments of the San Francisco Bay Area



ABAG

AGENDA

ABAG EXECUTIVE BOARD MEETING NO. 428

Thursday, September 21, 2017, 7:00 PM

Location:

Bay Area Metro Center
Board Room
375 Beale Street
San Francisco, California

The ABAG Executive Board may act on any item on this agenda.

Agenda and attachments available at <http://abag.ca.gov/meetings/execboard.html>

This meeting is scheduled to be webcast live at <http://abag.ca.gov/meetings/execboard.html>

For information, contact Fred Castro, Clerk of the Board, at (415) 820 7913.

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. PUBLIC COMMENT

INFORMATION

3. ANNOUNCEMENTS

INFORMATION

4. PRESIDENT'S REPORT

INFORMATION/ACTION

A. Change to Committee Names

5. EXECUTIVE DIRECTOR'S REPORT

INFORMATION

6. CONSENT CALENDAR

ACTION

Unless there is a request by an ABAG Executive Board member to take up an item on the Consent Calendar separately, the Consent Calendar will be acted upon in one motion.

A. Approval of Executive Board Summary Minutes of Meeting No. 426 held on July 20, 2017, and Special Meeting No. 427 held on July 26, 2017

Attachments: Summary Minutes of July 20, 2017; Summary Minutes of July 26, 2017

B. Ratification of Committee Appointment

The Executive Board is requested to ratify the following committee appointment:

Finance Committee

Cindy Chavez, Supervisor, County of Santa Clara

C. Approval of Election Calendar—President and Vice President

The Executive Board is requested to adopt the election calendar for President and Vice President for the term of office beginning on January 1, 2018 and ending on December 31, 2019, to approve revisions to the election procedures, and to ratify the appointment of a three-member canvassing committee.

Attachments: Memo Election Calendar, Election Procedures Proposed Revision

D. Approval of Contract Amendment—Bay Area Regional Energy Network and Frontier Energy, Inc. in the Amount of \$223,000

Attachment: Memo Frontier Energy

E. Approval of Contract Amendment—Bay Area Regional Energy Network and Blue Point Planning, LLC in the Amount of \$48,425

Attachment: Memo Blue Point Planning LLC

F. Approval of Contract Amendment—Bay Area Regional Energy Network and Energy Council in the Amount of \$222,000

Attachment: Memo StopWaste/Energy Council

G. Approval of Contract Amendment—Bay Area Regional Energy Network and Pacific Gas & Electric (PG&E) in the Amount of \$189,486

Attachment: Memo PG&E

H. Adoption of Resolution No. 13-17 Authorizing the MTC Executive Director, or designee, to Execute Agreements Providing for Payment of Loan Capital for Approved Multifamily Capital Advance Program (MFCAP) Projects

Attachments: Memo MFCAP; Resolution No. 13-17; Participating Agreements

I. Authorization to Secure a Catering Contract for the State of the Estuary Conference

Attachment: Memo SOE Catering Contract

- J. Authorization to enter into Agreement with U.S. Environmental Protection Agency for San Francisco Estuary Partnership's Fiscal Year 2017-2018 National Estuary Program Funds in the amount of \$600,000**

Attachment: Memo National Estuary Program; NEP Grant Agreement

- K. Authorization to Enter into Agreement with U.S. Environmental Protection Agency for new Bay Area Wetlands Regional Monitoring Program Plan Funds in the amount of \$278,245**

Attachment: Memo WRMP; WRMP Application

- L. Adoption of Resolution No. 14-17 Authorizing Staff to Execute San Francisco Bay Region Integrated Regional Water Management (IRWM) Grant Documents**

Attachments: Memo IRWM Grants; Resolution No. 14-17

- M. Authorization to Enter into Contract Agreement Renewal with Santa Clara Valley Water District for Permit Assistance**

Attachment: Memo SCVWD

- N. Adoption of Resolution No. 15-17 Authorizing Acceptance of Assistance Grant Funds from U.S. Geological Survey**

Attachments: Memo USGS Grant; Resolution No. 15-17

- O. Approval of Contract Agreements with Local Project Sponsors for Eight Bay Area Integrated Regional Water Management Projects (IRWM Round 4) and Notification of Revised Project Funding Amounts**

Attachments: Memo IRWM Round 4 Grants; Resolution No. 05-15; ABAG DWR IRWM 4 Executed Agreement; Executed LPS Agreements; LPS Agreements for Approval [to be sent under separate cover]; ABAG DWR Request for Amendment

- P. Approval of the Appointment of Bradford Paul, MTC Deputy Executive Director, Local Government Services, as a Director of the 375 Beale Condominium Corporation**

Attachment: Memo Appointment 375 Beale Condominium Corporation

- Q. Notification of Personnel Reassignment**

Attachment: Memo Notification Personnel Reassignment

**7. ABAG LEGISLATION AND GOVERNMENTAL ORGANIZATION COMMITTEE REPORT
ACTION**

Committee Chair Scott Haggerty, Supervisor, County of Alameda, will report on Committee activities and request ABAG Executive Board approval of Committee recommendations.

Attachment: Legislation Committee Agenda

Agenda and attachments available at <http://abag.ca.gov/meetings/>

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8. ABAG FINANCE AND PERSONNEL COMMITTEE REPORT

ACTION

Committee Chair Karen Mitchoff, Supervisor, County of Contra Costa, will report on Committee activities and request ABAG Executive Board approval of Committee recommendations.

A. Revision to June 30, 2017 Amendment to Employment Agreement for Kenneth Moy to Add Dental and Vision Insurance

Attachments: Finance Committee Agenda; Memo Legal Counsel Amendment

Agenda and attachments available at <http://abag.ca.gov/meetings/>

9. REPORT ON LOCAL COLLABORATION PROGRAMS

INFORMATION

Attachment: Memo Local Collaboration Programs

10. ADJOURNMENT

The next regular meeting of the ABAG Executive Board is on November 16, 2017.

Submitted:



Steve Heminger
Executive Director

Date Submitted: September 12, 2017

Date Posted: September 14, 2017

SUMMARY MINUTES (DRAFT)

ABAG Executive Board Meeting No. 426
Thursday, July 20, 2017
Bay Area Metro Center
375 Beale Street, Board Room
San Francisco, California

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

ABAG President Julie Pierce, Councilmember, City of Clayton, called the meeting of the Executive Board of the Association of Bay Area Governments to order at about 7:00 p.m.

A quorum of the ABAG Executive Board was present at about 7:00 p.m.

President Pierce welcomed Andres Power, Senior Advisor, Office of the Mayor, City and County of San Francisco.

Representatives and Alternates Present

Supervisor Candace Andersen
Mayor Len Augustine
Supervisor Monica Brown
Councilmember Annie Campbell Washington
Supervisor David Canepa
Supervisor Cindy Chavez
Councilmember Chris Clark
Councilmember Pat Eklund
Mayor Leon Garcia
Councilmember Lynette Gibson McElhaney
Vice Mayor Pradeep Gupta
Supervisor Scott Haggerty
Mayor Barbara Halliday
Vice Mayor Dave Hudson
Councilmember Sergio Jimenez
Supervisor Karen Mitchoff
Councilmember Julie Pierce
Senior Advisor Andres Power
Director, Planning John Rahaim
Supervisor Belia Ramos
Supervisor Dennis Rodoni
Councilmember Carlos Romero
Director Todd Rufo, Economic Workforce Dev
Mayor Greg Scharff
Mayor Trish Spencer
Supervisor Norman Yee

Representatives Absent

Supervisor David Cortese
Councilmember Lan Diep
Councilmember Abel J. Guillen
Board Member William D. Kissinger *

Jurisdiction

County of Contra Costa
City of Vacaville
County of Solano
City of Oakland
County of San Mateo
County of Santa Clara
City of Mountain View
City of Novato
City of American Canyon
City of Oakland
City of South San Francisco
County of Alameda
City of Hayward
City of San Ramon
City of San Jose
County of Contra Costa
City of Clayton
City and County of San Francisco
City and County of San Francisco
County of Napa
County of Marin
City of East Palo Alto
City and County of San Francisco
City of Palo Alto
City of Alameda
City and County of San Francisco

Jurisdiction

County of Santa Clara
City of San Jose
City of Oakland
SFRWQCB

Vice Mayor Jake Mackenzie
Supervisor Nathan Miley
Councilmember Raul Peralez
Supervisor Dave Pine
Supervisor David Rabbitt

City of Rohnert Park
County of Alameda
City of San Jose
County of San Mateo
County of Sonoma

* Non-voting Advisory Member

Staff Present

Steve Heminger, MTC Executive Director
Adrienne Weil, MTC General Counsel
Alix Bockelman, MTC Deputy Executive Director, Policy
Andrew Fremier, MTC Deputy Executive Director, Operations
Brian Mayhew, MTC Chief Financial Officer
Brad Paul, MTC Deputy Executive Director, Local Government Services

2. PUBLIC COMMENT

The following individual gave public comment: Ken Bukowski.

3. ANNOUNCEMENTS

There were no Executive Board member announcements.

4. PRESIDENT'S REPORT

President Pierce reported that she received positive comments from former ABAG employees who are now part of the consolidated staff of the Metropolitan Transportation Commission.

5. EXECUTIVE DIRECTOR'S REPORT

A. Report on ABAG/MTC Option 7 Implementation Action Plan—Contract for Services and Memorandum of Understanding

Steve Heminger, Executive Director, reported on the following: review of the staff organization chart and introduction of executive staff members; as part of the staff consolidation under the Contract for Services, 57 offers of employment were made with 56 accepted and one retirement; at future meetings a written Executive Director's report will be given; an update on Cap and Trade, Regional Measure 3, and Senate Bill 1; and an update on federal transportation and housing appropriations.

Members discussed requesting an integrated Planning Department organization chart (see attachment).

6. CONSENT CALENDAR

President Pierce announced that Item 6.B., Adoption of Resolution No. 07-17—Approval of Terminating Participation in the STARS/UTC Deferred Compensation 457 Plan, will be pulled from the Consent Calendar and considered separately.

President Pierce recognized a motion by Dave Hudson, Vice Mayor, City of San Ramon, which was seconded Sergio Jimenez, Councilmember, City of San Jose, to approve the Consent Calendar, except Item 6.B., Adoption of Resolution No. 07-17—Approval of Terminating Participation in the STARS/UTC Deferred Compensation 457 Plan.

There was no discussion.

There was no public comment.

The aye votes were: Andersen, Augustine, Brown, Campbell Washington, Canepa, Chavez, Clark, Eklund, Garcia, Gibson McElhaney, Gupta, Haggerty, Halliday, Hudson, Jimenez, Mitchoff, Pierce, Power, Rahaim, Ramos, Rodoni, Romero, Rufo, Scharff, Spencer (25).

The nay votes were: None.

Abstentions were: None.

Absent were: Cortese, Diep, Guillen, Mackenzie, Miley, Peralez, Pine, Rabbitt, Yee (9).

The motion passed unanimously.

Marti Paschal, Special Projects, reported on the termination of participating in the STARS/UTC Deferred Compensation 457 Plan. There are no employees participating in ABAG's STAR/UTC Plan. One employee remains who is participating in the ABAG's ICMA 457 Plan.

President Pierce recognized a motion by Hudson, which was seconded by Greg Scharff, Mayor, City of Palo Alto, to adopt Resolution No. 07-17—Approval of Terminating Participation in the STARS/UTC Deferred Compensation 457 Plan.

Members discussed impact of termination of the STARS/UTC Deferred Compensation 457 Plan on former employees.

There was no public comment.

The aye votes were: Andersen, Augustine, Brown, Campbell Washington, Canepa, Chavez, Clark, Eklund, Garcia, Gibson McElhaney, Gupta, Haggerty, Halliday, Hudson, Jimenez, Mitchoff, Pierce, Power, Rahaim, Ramos, Rodoni, Romero, Rufo, Scharff, Spencer (25).

The nay votes were: None.

Abstentions were: None.

Absent were: Cortese, Diep, Guillen, Mackenzie, Miley, Peralez, Pine, Rabbitt, Yee (9).

The motion passed unanimously.

- A. Approval of Executive Board Summary Minutes of Meeting No. 425 held on May 18, 2017**
- B. Adoption of Resolution No. 07-17—Approval of Terminating Participation in the STARS/UTC Deferred Compensation 457 Plan**
- C. Adoption of Resolution No. 08-17—Confirming CEQA Determination for Phase 4 of the Google/San Francisco Bay Trail Resurfacing Project**
- D. Adoption of Resolution No. 11-17— Request Approving the Acceptance of Non-Competitive Assistance Grant Funds from USGS to assess the HayWired Scenario with the Bay Area REMI Model.**

7. ABAG LEGISLATION AND GOVERNMENTAL ORGANIZATION COMMITTEE REPORT

Committee Chair Scott Haggerty, Supervisor, County of Alameda, reported on Committee activities, including the following: approval of the summary minutes of meeting on May 18, 2017; an overview on Governor Brown's 2017-2018 state budget; an update on Cap and Trade and Federal Fiscal Year 2018 Transportation and Housing Appropriations;

an update on key legislation, including AB 1250 (Jones-Sawyer), Counties: contracts for personal services, oppose; AB 1505 (Bloom), Land use zoning regulations, support; and giving staff direction on legislation.

President Pierce recognized a motion by Haggerty, which was seconded by Scharff, to approve the committee report.

Members discussed the legislation matrix; reviewing committee procedures; meeting in August to review housing bills; receiving staff reports on legislation in advance of September meeting; AB 71 (Chiu), Income taxes: credits: low-income housing: farmworker housing; process for making recommendations to the committee.

The aye votes were: Andersen, Augustine, Brown, Campbell Washington, Canepa, Chavez, Clark, Eklund, Garcia, Gibson McElhaney, Gupta, Haggerty, Halliday, Hudson, Jimenez, Mitchoff, Pierce, Power, Rahaim, Ramos, Rodoni, Romero, Rufo, Scharff, Spencer (25).

The nay votes were: None.

Abstentions were: None.

Absent were: Cortese, Diep, Guillen, Mackenzie, Miley, Peralez, Pine, Rabbitt, Yee (9).

The motion passed unanimously.

8. ABAG FINANCE AND PERSONNEL COMMITTEE REPORT

Committee Chair Karen Mitchoff, Supervisor, County of Contra Costa, reported on Committee activities, including the following: approval of summary minutes of May 18, 2017; report on financial reports for May 2017; report on contracts between \$20,000 and \$50,000; report on committee recommendation regarding formation of new conduit issuer, Advancing California Finance Authority (ACFA), and delegation to the Administrative Committee execution of a Joint Powers Agreement for ACFA.

President Pierce recognized a motion by Mitchoff, which was seconded by Scharff, to approve the committee report.

There was no discussion.

There was no public comment.

The aye votes were: Andersen, Augustine, Brown, Campbell Washington, Canepa, Chavez, Clark, Eklund, Garcia, Gibson McElhaney, Gupta, Haggerty, Halliday, Hudson, Jimenez, Mitchoff, Pierce, Power, Rahaim, Ramos, Rodoni, Romero, Rufo, Scharff, Spencer (25).

The nay votes were: None.

Abstentions were: None.

Absent were: Cortese, Diep, Guillen, Mackenzie, Miley, Peralez, Pine, Rabbitt, Yee (9).

The motion passed unanimously.

9. REQUEST ABAG EXECUTIVE BOARD APPROVE IN CONCEPT FORMATION OF A NEW CONDUIT ISSUER: ADVANCING CALIFORNIA FINANCE AUTHORITY (ACFA) AND DELEGATE TO THE ADMINISTRATIVE COMMITTEE EXECUTION OF A JOINT POWERS AGREEMENT FOR ACFA

Brad Paul, Deputy Executive Director, Local Government Services, reported on the formation of a new conduit issuer, Advancing California Finance Authority (ACFA), and

requested delegation to the Administrative Committee the execution of Joint Powers Agreement for ACFA.

Brian Mayhew, Chief Financial Officer, reported on activities related to the formation of a new conduit issuer.

President Pierce noted that revenue from the formation of Advancing California Finance Authority can be used for ABAG programs, including reducing ABAG's employee retirement debt obligations.

Members discussed formation of the new conduit issuer by October; marketing and business plan; the new conduit issuer organization structure; review by rating agencies; projected revenues.

President Pierce recognized a motion by Lynette Gibson McElhaney, Councilmember, City of Oakland, which was seconded by Pat Eklund, Councilmember, City of Novato, to delegate to the Administrative Committee the execution of a Joint Powers Agreement for ACFA.

Members discussed previous presentation on projected revenues.

There was no discussion.

There was no public comment.

The aye votes were: Andersen, Augustine, Brown, Campbell Washington, Canepa, Chavez, Clark, Eklund, Garcia, Gibson McElhaney, Gupta, Haggerty, Halliday, Hudson, Jimenez, Mitchoff, Pierce, Power, Rahaim, Ramos, Rodoni, Romero, Rufo, Scharff, Spencer, Yee (26).

The nay votes were: None.

Abstentions were: None.

Absent were: Cortese, Diep, Guillen, Mackenzie, Miley, Peralez, Pine, Rabbitt (8).

The motion passed unanimously.

10. ADJOURNMENT

President Pierce commented on the proceedings at the joint special meeting on July 14, 2017 of the ABAG Administrative Committee and the MTC Planning Committee on the Final Environmental Impact Report for Plan Bay Area 2040 and the Final Plan Bay Area 2040.

Heminger announced that there will be an opportunity for a social gathering of MTC Commissioners and ABAG Executive Board members before the ABAG Executive Board meeting on July 26, 2017.

President Pierce adjourned the meeting of the ABAG Executive Board at about 8:03 p.m.

The next special meeting of the ABAG Executive Board will be on July 26, 2017.

Submitted:

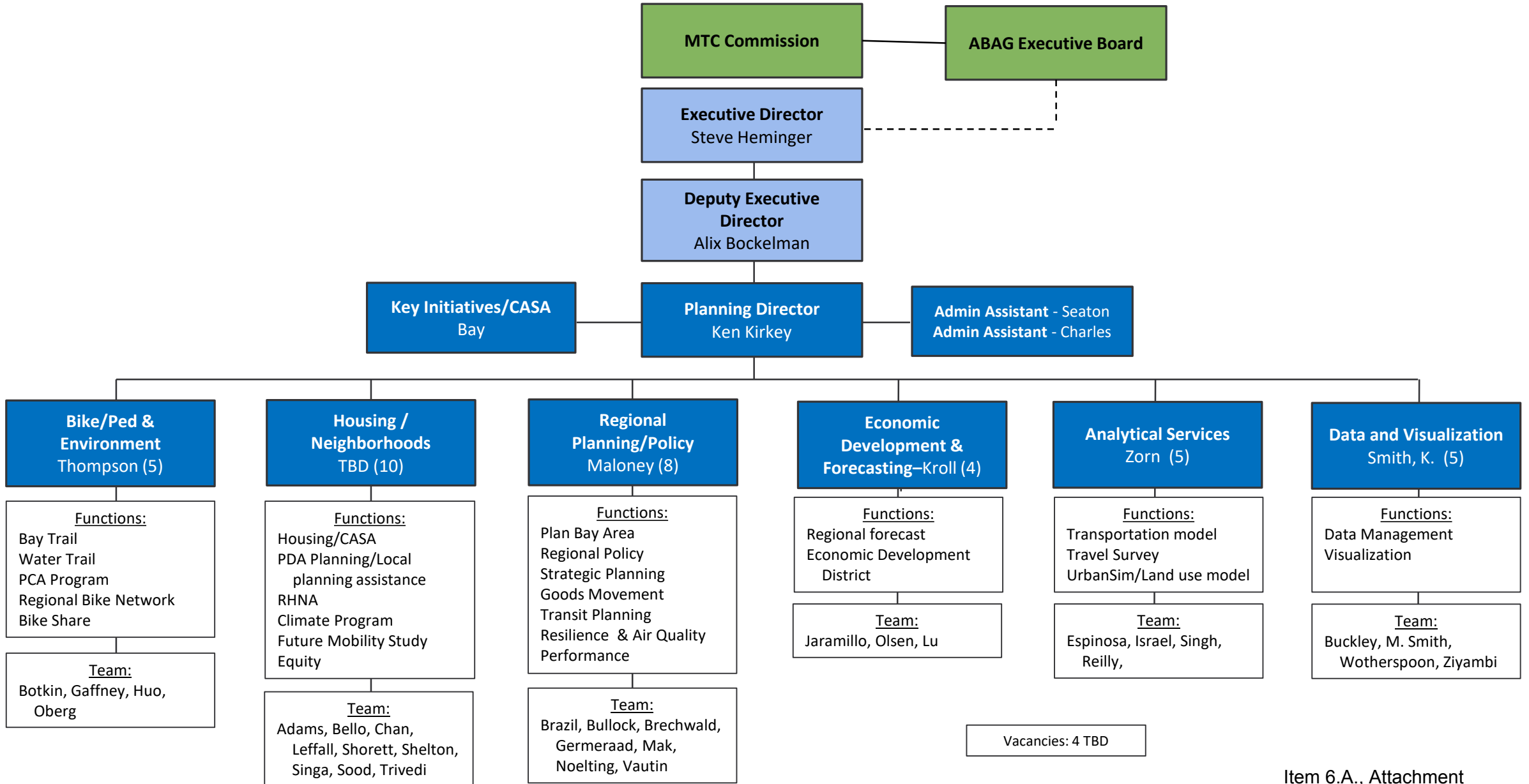
/s/ Fred Castro, Clerk of the Board

Date Submitted: August 22, 2017

Approved:

For information or to review audio recordings of ABAG Executive Board meetings, contact Fred Castro, Clerk of the Board, at (415) 820 7913 or FredC@abag.ca.gov.

Integrated Regional Planning Department Organization Chart



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SUMMARY MINUTES (DRAFT)

ABAG Executive Board Special Meeting No. 427
Wednesday, July 26, 2017
Bay Area Metro Center
375 Beale Street, Board Room
San Francisco, California

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

ABAG President Julie Pierce, Councilmember, City of Clayton, called the special meeting of the Executive Board of the Association of Bay Area Governments to order at about 7:28 p.m.

The ABAG Executive Board met jointly with the Metropolitan Transportation Commission.

A quorum of the ABAG Executive Board was present at about 7:31 p.m.

Representatives and Alternates Present	Jurisdiction
Supervisor Candace Andersen	County of Contra Costa
Mayor Len Augustine	City of Vacaville
Councilmember Annie Campbell Washington	City of Oakland
Supervisor David Canepa	County of San Mateo
Supervisor Cindy Chavez	County of Santa Clara
Councilmember Chris Clark	City of Mountain View
Mayor Pat Eklund	City of Novato
Mayor Leon Garcia	City of American Canyon
Mayor Liz Gibbons	City of Campbell
Councilmember Abel J. Guillen	City of Oakland
Supervisor Scott Haggerty	County of Alameda
Mayor Barbara Halliday	City of Hayward
Supervisor Erin Hannigan	County of Solano
Councilmember Dave Hudson	City of San Ramon
Councilmember Sergio Jimenez	City of San Jose
Mayor Wayne J. Lee	City of Millbrae
Vice Mayor Jake Mackenzie	City of Rohnert Park
Supervisor Karen Mitchoff	County of Contra Costa
Councilmember Julie Pierce	City of Clayton
Supervisor Dave Pine	County of San Mateo
Senior Advisor Andres Power	City and County of San Francisco
Supervisor David Rabbitt	County of Sonoma
Director John Rahaim, Planning	City and County of San Francisco
Supervisor Belia Ramos	County of Napa
Supervisor Dennis Rodoni	County of Marin
Director Todd Rufo, Economic Workforce Dev	City and County of San Francisco
Councilmember Carlos Romero	City of East Palo Alto
Mayor Trish Spencer	City of Alameda
Supervisor Norman Yee	City and County of San Francisco
Representatives Absent	Jurisdiction
Supervisor David Cortese	County of Santa Clara

Councilmember Lan Diep	City of San Jose
Councilmember Lynette Gibson McElhaney	City of Oakland
Director William Kissinger*	RWQCB
Supervisor Nathan Miley	County of Alameda
Councilmember Raul Peralez	City of San Jose

* Non-voting Advisory Member

Staff Present

Steve Heminger, Executive Director
Adrienne Weil, General Counsel
Alix Bockelman, Deputy Executive Director, Policy
Andrew Fremier, Deputy Executive Director, Operations
Brian Mayhew, Chief Financial Officer
Brad Paul, Deputy Executive Director, Local Government Services
Ken Kirkey, Planning Director

ABAG President Pierce recognized a motion by Wayne Lee, Mayor, City of Millbrae, which was seconded by Pat Eklund, Councilmember, City of Novato, to add a late-breaking item to the ABAG Executive Board agenda regarding authorizing designation of MTC officers as signatories for Local Area Investment Fund (LAIF) accounts.

There was no discussion.

There was no public comment.

The aye votes were: Andersen, Augustine, Campbell Washington, Canepa, Chavez, Clark, Eklund, Garcia, Gibbons, Guillen, Haggerty, Halliday, Hannigan, Hudson, Jimenez, W. Lee, Mackenzie, Mitchoff, Pierce, Pine, Power, Rabbitt, Rahaim, Ramos, Rodoni, Rufo, Romero, Spencer, Yee (29).

The nay votes were: None.

Abstentions were: None.

Absent were: Cortese, Diep, Gibson McElhaney, Miley, Peralez (5).

The motion passed unanimously.

President Pierce announced that the late-breaking item will be added as Item 4 on the revised ABAG Executive Board agenda. A staff memo and Resolution No. 12-17 were distributed to ABAG Executive Board members.

2. PLEDGE OF ALLEGIANCE

ABAG President Pierce and Metropolitan Transportation Commission Chair Jake Mackenzie, Mayor, City of Rohnert Park, led members of the ABAG Executive Board, MTC Commission, and the public in the Pledge of Allegiance.

3. COMPENSATION ANNOUNCEMENTS—MTC COMMISSION SECRETARY AND ABAG CLERK OF THE BOARD

Rosy Leyva, MTC Commission Secretary, gave the MTC compensation announcement.

Fred Castro, ABAG Clerk of the Board, gave the ABAG compensation announcement.

4. ABAG REPORT ON AUTHORIZING DESIGNATION OF MTC OFFICERS AS SIGNATORIES FOR LAIF ACCOUNTS

ABAG President Pierce recognized a motion by Scott Haggerty, Supervisor, County of Alameda, which was seconded by Mackenzie, to adopt ABAG Resolution No. 12-17, Authorizing Designation of MTC Officers as Signatories for LAIF Accounts.

There was no discussion.

There was no public comment.

The aye votes were: Andersen, Augustine, Campbell Washington, Canepa, Chavez, Clark, Eklund, Garcia, Gibbons, Guillen, Haggerty, Halliday, Hannigan, Hudson, Jimenez, W. Lee, Mackenzie, Mitchoff, Pierce, Pine, Power, Rabbitt, Rahaim, Ramos, Rodoni, Rufo, Romero, Spencer, Yee (29).

The nay votes were: None.

Abstentions were: None.

Absent were: Cortese, Diep, Gibson McElhaney, Miley, Peralez (5).

The motion passed unanimously.

5. MTC PLANNING COMMITTEE / ABAG ADMINISTRATIVE COMMITTEE

Ann Halsted, Vice Chair, MTC Planning Committee, and ABAG President Pierce reported on the joint special meeting on July 14, 2017 of the MTC Planning Committee and the ABAG Administrative Committee. The MTC Planning Committee referred four items to the MTC Commission for approval. The ABAG Administrative Committee referred two items to the ABAG Executive Board for action.

Ken Kirkey, Planning Director, reported on the Final Air Quality Conformity Analysis, the Final Environmental Impact Report for Plan Bay Area 2040, the Final Plan Bay Area 2040, and the Associated Transportation Improvement Program Amendment.

Kirkey commented on issues related to the City of Brisbane, including that SB 375 does not mandate local implementation of Plan Bay Area; that there is no mandate on regional governments to embody all General Plans in the region in Plan Bay Area. He commented on the Brisbane Baylands Priority Development Area between Brisbane and the City and County of San Francisco, the range of growth currently contemplated, and local processes under local control. He noted impacts of amendments to the growth allocation relative to Plan Bay Area and the Regional Transportation Plan. He commented on a commitment by staff to work with jurisdictions that have concerns about gaps between local plans and regional plans.

Staff recommended that the MTC Commission adopt MTC Resolution 4298, Final Air Quality Conformity Analysis/Determination, and MTC Resolution 4275, Amendment to 2017 Transportation Improvement Program; and that the MTC Commission and the ABAG Executive Board adopt MTC Resolution 4299 and ABAG Resolution 09-17, Final Environmental Impact Report, respectively, and MTC Resolution 4300 and ABAG Resolution 10-17, Final Plan Bay Area 2040, respectively.

A. Final Transportation-Air Quality Conformity Analysis for Plan Bay Area 2040 and Amended 2017 Transportation Improvement Program, MTC Resolution No. 4298

Ann Halsted, Vice Chair, MTC Planning Committee, recognized an MTC Commission motion by Amy Worth, Supervisor, County of Contra Costa, which was seconded by Scott Haggerty, Supervisor, County of Alameda, to adopt the Final Transportation-Air Quality Conformity Analysis for Plan Bay Area 2040 and Amended 2017 Transportation Improvement Program, MTC Resolution No. 4298.

There was no discussion.

The MTC Commission took action on this item.

The following individual gave public comment: David Pilpel.

B. Final Environmental Impact Report for Plan Bay Area 2040, MTC Resolution No. 4299 and ABAG Resolution No. 09-17

Halsted recognized an MTC Commission motion by Haggerty, which was seconded by Carol Dutra Vernaci, Mayor, City of Union City, to adopt MTC Resolution No. 4299, Final Environmental Impact Report for Plan Bay Area 2040.

There was no discussion.

There was no public comment.

The MTC Commission took action on this item.

The ABAG Executive Board members discussed the housing allocation for the City of Brisbane and growth allocations; staff communications with the City of Brisbane; 2013 Regional Housing Need Allocation process; UrbanSim model and analysis; SB 375 requirement for a Sustainable Communities Strategy with the Regional Transportation Plan; basis for housing allocation for the next RHNA cycle; adjusting or withdrawing a Priority Development Area; local planning processes; sending a letter from the ABAG President and MTC chair regarding the impact of Final Plan Bay Area 2040 on the City of Brisbane; impact on growth incentive programs; assumption of affordable housing availability; adding a footnote regarding the housing units for the City of Brisbane and proposed Specific Plan and General Plan relative to the Baylands; jobs and housing imbalance.

The following individuals gave public comment: Cliff Lentz, Councilmember, City of Brisbane; John Swiecki, Planning Director, City of Brisbane; Denise Louie, California Native Plant Society; Scott Lane; Lori Liu, Mayor, City of Brisbane; Clarke Conway, Mayor *Pro Tem*, City of Brisbane; Madison Davis, Councilmember, City of Brisbane; Jamara Cisneros, Universal Paragon Corporation.

The ABAG Executive Board members discussed Priority Development Areas and OBAG funding grants; a clarification to the letter from Brisbane Councilmember Lentz referring to comments by San Francisco Mayor Lee regarding the Recology site; the range of housing from alternatives under review by Brisbane as a project under consideration for a PDA planning process.

Tina Thomas, CEQA Attorney, commented that the statute is clear with regards to local control and with regards to achieving Greenhouse Gas reductions.

The following individual gave public comment: Clarke Conway, Mayor *Pro Tem*, City of Brisbane.

Steve Heminger, MTC Executive Director, suggested including the language of the statute in the Plan Bay Area 2040.

ABAG President Pierce recognized a motion by Karen Mitchoff, Supervisor, County of Contra Costa, which was seconded by David Rabbitt, Supervisor, County of Sonoma, to adopt ABAG Resolution No. 09-17, Final Environmental Impact Report for Plan Bay Area 2040.

The ABAG Executive Board discussed comments submitted in response to the Environmental Impact Report included in the EIR.

The aye votes were: Andersen, Augustine, Campbell Washington, Chavez, Clark, Eklund, Garcia, Gibbons, Guillen, Haggerty, Halliday, Hannigan, Hudson, Jimenez, Mackenzie, Mitchoff, Pierce, Power, Rabbitt, Rahaim, Ramos, Rodoni, Rufo, Romero, Yee (25).

The nay votes were: Canepa; W. Lee; Pine; Spencer (4).

Abstentions were: None.

Absent were: Cortese, Diep, Gibson McElhaney, Miley, Peralez (5).

The motion passed.

C. MTC Resolution No. 4300 and ABAG Resolution No. 10-17—Final Plan Bay Area 2040

Halsted reported on MTC Resolution No. 4300, Approval of the Final Plan Bay Area 2040, including the 2017 Sustainable Communities Strategy, Regional Transportation Plan, and Regional Growth Forecast.

Ken Kirkey, MTC Planning Director, referred MTC Commissioners and ABAG Executive Board members to page 22 of the Final Plan Bay Area regarding Local Control.

The following individuals gave public comment: David Pilpel; Cliff Lentz, Councilmember, City of Brisbane; Madison Davis, Councilmember, City of Brisbane; Clarke Conway, Mayor *Pro Tem*, City of Brisbane; Scott Lane; David Zisser, Public Advocates/6 Wins; Jeff Levin, East Bay Housing Organization/6 Wins; Stevie Dawson; East Bay Housing Organization/6 Wins; Pedro Galvao, Nonprofit Housing Association of Northern California; Lori Liu, Mayor, City of Brisbane; Matt Vander Sluis, Greenbelt Alliance.

Heminger proposed adding to Plan Bay Area 2040 verbatim two sentences from California Government Code 65080(b)(2)(K): “Nothing in a sustainable communities strategy shall be interpreted as superseding the exercise of the land use authority of cities and counties within the region.” And, “Nothing in this section shall require a city’s or county’s land use policies and regulations, including its general plan, to be consistent with the regional transportation plan or an alternative planning strategy.”

ABAG President Pierce recognized a motion by Pat Eklund, Councilmember, City of Novato, which was seconded by Scott Haggerty, Supervisor, County of Alameda, to adopt ABAG Resolution No. 10-17, Final Plan Bay Area 2040, with the addition of two sentences verbatim from California Government Code 65080(b)(2)(K), as reported by staff.

The ABAG Executive Board members discussed acknowledging the issue of affordable housing; Plan Bay Area as a regional plan; the work of housing advocates; concerns about Brisbane; quality of life and economically sustaining small cities; developers, community expectations, and legal challenges; OBAG grants and excess growth assumptions; a joint letter from ABAG and MTC.

The aye votes were: Andersen, Augustine, Campbell Washington, Canepa, Chavez, Clark, Eklund, Garcia, Gibbons, Guillen, Haggerty, Halliday, Hannigan, Hudson, Jimenez, Mackenzie, Mitchoff, Pierce, Pine, Power, Rabbitt, Rahaim, Ramos, Rodoni, Rufo, Romero, Yee (27).

The nay votes were: Lee, W.; Spencer (2).

Abstentions were: None.

Absent were: Cortese, Diep, Gibson McElhaney, Miley, Peralez (5).

The motion passed.

Halsted made an MTC motion, which was seconded by Jake Mackenzie, Mayor, City of Rohnert Park, to adopt MTC Resolution No. 4300, Final Plan Bay Area 2040, with the addition of two sentences verbatim from California Government Code 65080(b)(2)(K), as reported by staff.

The MTC Commission members discussed staff obtaining the housing number from the City of Brisbane's Priority Development Area application process; jobs and housing imbalance; housing affordability; the Committee to House the Bay Area process.

The MTC Commission took action on this item.

D. Proposed Amendment to the 2017 Transportation Improvement Program (TIP)—Revision Number 2017-14, MTC Resolution No. 4275, Revised

Halsted made an MTC motion, which was seconded, to adopt the proposed amendment to the 2017 Transportation Improvement Program (TIP)—Revision Number 2017-14, MTC Resolution No. 4275, Revised.

The MTC Commission took action on this item.

MTC Commission Chair Mackenzie thanked MTC Planning Committee Vice Chair Halsted and ABAG President Pierce.

6. OTHER BUSINESS / PUBLIC COMMENT

The following individuals gave public comment: Jane Kramer; Denise Louie, California Native Plant Society.

7. ADJOURNMENT

MTC Chair Mackenzie announced the next meeting of the MTC Commission on September 27, 2017.

MTC Chair Mackenzie adjourned the meeting of the MTC Commission at about 10:09 p.m.

ABAG President Pierce announced the next regular meeting of the ABAG Executive Board on September 21, 2017.

ABAG President Pierce adjourned the meeting of the ABAG Executive Board at about 10:09 p.m.

Submitted:

/s/ Fred Castro, Clerk of the Board

Date Submitted: August 23, 2017

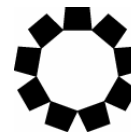
Approved:

For information or to review audio recordings of ABAG Executive Board meetings, contact Fred Castro, Clerk of the Board, at (415) 820 7913 or FredC@abag.ca.gov.

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ASSOCIATION OF BAY AREA GOVERNMENTS

Representing City and County Governments of the San Francisco Bay Area



ABAG

Date: September 14, 2017
To: ABAG Executive Board
From: Executive Director
Subject: **Approval of Election Calendar—President and Vice President**

ABAG's Bylaws provide for the election of the President and Vice President of the Association every two years. An election of officers occurs in 2017.

With the Board's concurrence and in accordance with the attached *Procedures for Election of the President and Vice President* adopted by the Board, as amended, the following schedule will be followed:

Election Calendar

- The offices to be filled are those of the President and Vice President of the Association. The term of office for these positions begins January 1, 2018 and expires December 31, 2019.
- Procedures for the election of President and Vice President will be forwarded to each voting member and clerk on Friday, September 22, 2017.
- The period for filing nomination petitions with the Executive Director begins upon approval of the election calendar and ends at noon on Friday, October 13, 2017. Nomination petitions must be obtained from the Executive Director of the Metropolitan Transportation Commission (MTC).
- Ballots will be mailed to county and city clerks and others having charge of elections by Friday, October 20, 2017.
- Completed ballots must be filed with the Executive Director of MTC no earlier than Monday, October 23, 2017 and no later than 12 noon on Monday, November 6, 2017.
- Opening and counting of ballots will be conducted on Wednesday, November 8, 2017 at ABAG's offices.
- Pursuant to the election rules, if no election is to be conducted because there is only one candidate for each office, a certification of election notice is to be mailed to county and city clerks and others having charge of elections by Tuesday, October 17, 2017.

Approval of Election Calendar—President and Vice President

September 14, 2017

Page 2

In addition, at the Board meeting President Pierce will appoint, according to the election procedures, a Canvassing Committee of three members, two of whom will be members of the Board; the Board will be asked to ratify the appointment of the committee members.

Recommended Action

The Executive Board is requested to adopt the election calendar and election procedures, as amended, to approve revisions to the election procedures, and to ratify the appointments to a Canvassing Committee.



Steve Heminger

Attachment

Procedures for Election of the President and Vice President

ASSOCIATION OF BAY AREA GOVERNMENTS

PROCEDURES FOR ELECTION OF THE PRESIDENT AND VICE PRESIDENT

The Executive Board of the Association has adopted procedures for election of the President and Vice President of the Association. These rules are intended to govern the filing of Nomination Petitions, mailing and filing of Voter Ballots, and the canvassing of Voter Ballots. The following procedures have been adopted to govern elections of the Association and shall be liberally construed.

DEFINITIONS

“Voting Member” – any one of the following officers: Supervisor, Mayor, or City or Town Councilmember. Any action of a Voting Member taken under these Procedures (e.g., signing or circulating a petition or voting) shall be valid if the Voting Member held such office at the time of his or her acting, notwithstanding any subsequent change of status.

“Member Jurisdiction” – any one of the counties, cities or towns which are members of the Association of Bay Area Governments.

“Clerk” – the Clerk of County Board of Supervisors, City or Town Clerk, or other officer having charge of elections in a Member Jurisdiction.

“Voter Ballot” – ballot which will contain the names of the nominees for the offices of President and Vice President.

“Identification Envelope” – envelope which will contain the Voter Ballot as marked by the Voting Member, with the Declaration and Certification printed on its face.

“Return Envelope” – envelope which will contain signed and unsigned Identification Envelopes.

“Executive Director” – the Executive Director of the Association of Bay Area Governments Metropolitan Transportation Commission acting under the Contract for Services (CS) between ABAG and MTC dated May 30, 2017.

“Legal Counsel” – the Office of General Counsel of the Metropolitan Transportation Commission acting as Legal Counsel of the Association of Bay Area Governments under the CS.

“Clerk of the Board” – the Clerk of the Board of the Association of Bay Area Governments

NOMINATION

Section 1 – Basic Reference – The regulations, procedures and forms set forth in the California Election Laws shall be utilized as a basic reference unless otherwise in conflict with the Bylaws or Procedures and approved by the Legal Counsel of the Association.

Section 2 – Notice of Election – On or before the first day for filing Nomination Petitions, the Executive Director shall mail or email to each Voting Member and Clerk, 1) a Notice of Election and 2) a copy of the approved Procedures. The Notice shall contain a statement of:

- a. The offices to be filled and the term;
- b. The first and last day for filing of Nomination Petitions;
- c. The first and last day for the Executive Director to mail to the Clerks the Voter Ballots;
- d. The last day and time for the Executive Director to receive from the Clerk the Return Envelope containing the individuals Identification Envelopes with the enclosed Voter Ballots; and
- e. The date, time and place for counting Voter Ballots.

Section 3 – Nomination Petition – Nomination Petitions for the offices of President and Vice President shall be substantially in the form set forth in the Elections Code and shall include the verified statement of acceptance. Nomination Petition forms shall be furnished only by the Executive Director.

Section 4 – Signature of Voting Members – Not less than fifteen nor more than twenty Voting Members shall sign the Petition. No Voting Member may sign more than one Petition for the same office, and in the event he

or she does so, his or her signature shall count only on the first Petition filed which contains his or her signature.

Section 5 – Nomination for Office – Nominations shall close on the last day for filing of Nomination Petitions. If, at the close of nominations, only one candidate has been nominated for the office of President or for the office of Vice President, then such sole nominee is declared hereby to be elected to such office.

Section 6 – Circulation of Petition – Any Voting Member may circulate a Nomination Petition. The circulator must sign a Certificate of Circulator on the Nomination Petition. The signature to each Petition shall be on the same form, and each signer shall add the date of his or her signing, his or her official title, and his or her member county, city or town. Successive signers may not use ditto marks.

Section 7 – Mailing of Ballots – The Executive Director, within the dates prescribed in the Notice of Election, shall mail to each Clerk one Voter Ballot and Identification Envelope for each Voting Member of his or her county, city or town and one Return Envelope to return the documents to the Executive Director.

Section 8 – Voting of Ballots – Upon receipt of the items referred to in Section 7, the Clerk shall arrange to hand the Voter Ballot to each Voting Member.

Each Voting Member shall mark his or her Ballot in the presence of the Clerk but in a manner that the Clerk does not see how it is being marked. Each Voting Member shall place his or her marked Ballot in the Identification Envelope, seal the Identification Envelope, sign the Declaration printed on the face of the Identification Envelope and hand it sealed to the Clerk before whom the Ballot is marked. The Clerk shall complete the Certification on the face of the Identification Envelope.

The Clerk shall deposit the signed Identification Envelopes in a safe place in his or her office, to be kept by him or her until it is necessary to file the signed and unsigned Identification Envelopes with the Executive Director in accordance with the final date and time for such filing prescribed in the Notice of Election.

Section 9 – Filing of Ballots – The Clerk shall place each signed Identification Envelope which contains a Voter Ballot from a Voting

Member in the Return Envelope. The Clerk shall mail to the Executive Director the Return Envelope with enclosures, by the final date and time for such filing prescribed in the Notice of Election.

No Voter Ballot shall be accepted for count by the Counting Board unless received within the time specified in the notice of Election and unless the Declaration by the Voting Member and Certification of the Clerk have been completed.

COUNTING AND CANVASSING OF THE VOTER BALLOTS

Section 10 – Custody of Return Envelopes – The Executive Director shall have custody of all Return Envelopes after they are received from the Clerks and until the date and time for counting of Voter Ballots.

Section 11 – Counting of Voter Ballots – The Executive Director shall commence to count the voter ballots on the date, at the time and in the place specified in the Notice of Election. The Executive Director may appoint a Counting Board to assist him in counting the Voter Ballots. No person who is a Voting Member shall be eligible to be appointed to the Counting Board. The Counting Board shall consist of not less than two and not more than four persons. The Executive Director shall determine the form of tally sheets and shall determine necessary and required procedures to assure an accurate counting of the Voter Ballots.

Section 12 – Canvassing Board – A Canvassing Board shall be appointed by the President, subject to Executive Board confirmation, consisting of three persons who shall be voting members other than candidates for President and Vice President. A majority of this Board shall be present at all times during the counting of Voter Ballots and shall pass upon challenges of Voter Ballots, and all questions relating to the signing and certification of Identification Envelopes and the marking of Voter Ballots. The Canvassing Board further shall receive from the Executive Director the Voter Ballot tally results after completion of count by the Executive Director, and shall thereupon post the results and certify the count to the Executive Board.

Section 13 – Public Attendance – The public shall be permitted to be in attendance during the counting and canvassing of the Voter Ballots, subject only to reasonable restrictions issued by the Executive Director to prevent interference with such counting and canvassing.

Procedures for Election
Revised ~~9/17/92~~[Revised Date]

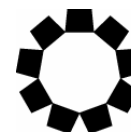
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Section 14 – Declaration of Election – Legal Counsel or Clerk of the Board shall declare elected the persons having received the highest number of votes given for the offices of President and Vice President, submit a written declaration to the President and the Executive Director, and report the results to the Executive Board at its next regular meeting. In the event of a tie, selection will be by drawing of lots.

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ASSOCIATION OF BAY AREA GOVERNMENTS

Representing City and County Governments of the San Francisco Bay Area



ABAG

Date: September 14, 2017
To: ABAG Executive Board
From: Executive Director
Subject: **Approval of Contract Amendment—Bay Area Regional Energy Network and Frontier Energy, Inc. in the Amount of \$223,000**

This memorandum requests Executive Board approval of a contract amendment with Frontier Energy, Inc. (Frontier) for implementation services related to the Bay Area Regional Energy Network (BayREN), in an amount not to exceed \$223,000.

Background

The Bay Area Regional Energy Network (BayREN) implements a portfolio of energy efficiency programs across the region. ABAG serves as the program administrator and lead agency for a 10 member unincorporated association of local government entities. The California Public Utilities Commission (CPUC), in Decision 12-11-015 authorized funding for BayREN in the amount of \$26,567,750 for 2013-2014. Thereafter in Decision 14-10-046, the CPUC authorized BayREN funding through 2025, or when the Commission issues a superseding decision, with an annual budget of \$12.8 million.¹ The budget and program is set on a calendar year basis. The CPUC directed PG&E to serve as the fiscal agent; the funding is therefore channeled through an agreement with PG&E.

ABAG has contracts with BayREN member agencies and with third parties consultants that were selected by a competitive process to assist in the implementation of the program. The budgets for each contract is one calendar year.

On November 15, 2012 the Board authorized the Executive Director to enter negotiations and execute the necessary agreements for acceptance of the approved funding and implementation of BayREN programs. Thereafter on November 19, 2015, the Executive Board approved the acceptance of funding from the CPUC for the continued implementation of BayREN until the earlier of 2025 or when the CPUC issues a superseding decision. The Board also authorized the Executive Director to enter negotiations and execute the necessary agreements for acceptance of the approved funding and implementation of the BayREN program. The authority to execute contracts extended to amendments.

¹ BayREN's annual budget has been increased to \$16.5 million in FY 2017-18.

BayREN Contract Amendment Frontier Energy

September 14, 2017

Page 2

In 2013, Frontier was selected via a competitive procurement process to provide services to BayREN for different program elements. Frontier was selected based on the nature of the work, the firm's expertise in energy efficiency and technical abilities.

This amendment will add \$223,000 to the existing contract, bringing the 2017 contract total to \$1,003,500. Funding for this amendment is included in the FY 2017-18 budget.

Recommendation

Staff recommends that the Board authorize the Executive Director of the Metropolitan Transportation Commission or his designee to negotiate and enter into a contract amendment with Frontier to perform additional implementation services for BayREN, in an amount not to exceed \$223,000 for services in 2017.



Steve Heminger

Attachment

Request for Executive Board Approval

REQUEST FOR EXECUTIVE BOARD APPROVAL
Summary of Consultant Contract Amendment

Work Item No.: 1721

Consultant: Frontier Energy, Inc.
Oakland, CA

Work Project Title: BayREN

Purpose of Project: Implement a portfolio of energy efficiency programs across the region.

Brief Scope of Work: Assist with implementation of programs; provide technical expertise in regulatory reporting; assistance with overall program management.

Project Cost Not to Exceed: \$223,000 this amendment
Total Contract before this amendment: \$780,500
Total Authorized Contract after this amendment: \$1,003,500

Funding Source: PG&E (ratepayer funds) as directed by the CPUC

Fiscal Impact: Funds programmed in FY 2017-18 Budget

Motion by Committee: That the Executive Director of the Metropolitan Transportation Commission or his designee is authorized to negotiate and enter into a contract amendment with Frontier Energy, Inc. for BayREN implementation services as described above and in the Executive Director's memorandum dated September 14, 2017, and the Chief Financial Officer is authorized to set aside funds up to \$223,000 for such amendment.

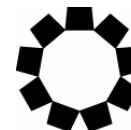
Executive Board: _____
Julie Pierce, ABAG President

Approved Date: _____

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ASSOCIATION OF BAY AREA GOVERNMENTS

Representing City and County Governments of the San Francisco Bay Area



ABAG

Date: September 14, 2017
To: ABAG Executive Board
From: Executive Director
Subject: **Approval of Contract Amendment—Bay Area Regional Energy Network and Blue Point Planning, LLC in the Amount of \$48,425**

This memorandum requests Executive Board approval of a contract amendment with Blue Point Planning, LLC (Blue Point) for implementation and marketing services related to the Bay Area Regional Energy Network (BayREN), in an amount not to exceed \$48,425.

Background

The Bay Area Regional Energy Network (BayREN) implements a portfolio of energy efficiency programs across the region. ABAG serves as the program administrator and lead agency for a 10 member unincorporated association of local government entities. The California Public Utilities Commission (CPUC), in Decision 12-11-015 authorized funding for BayREN in the amount of \$26,567,750 for 2013-2014. Thereafter in Decision 14-10-046, the CPUC authorized BayREN funding through 2025, or when the Commission issues a superseding decision, with an annual budget of \$12.8 million.¹ The budget and program is set on a calendar year basis. The CPUC directed PG&E to serve as the fiscal agent; the funding is therefore channeled through an agreement with PG&E.

ABAG has contracts with BayREN member agencies and with third parties consultants that were selected by a competitive process to assist in the implementation of the program. The budgets for each contract is one calendar year.

On November 15, 2012 the Board authorized the Executive Director to enter negotiations and execute the necessary agreements for acceptance of the approved funding and implementation of BayREN programs. Thereafter on November 19, 2015, the Executive Board approved the acceptance of funding from the CPUC for the continued implementation of BayREN until the earlier of 2025 or when the CPUC issues a superseding decision. The Board also authorized the Executive Director to enter negotiations and execute the necessary agreements for acceptance of the approved funding and implementation of the BayREN program. The authority to execute contracts extended to amendments.

¹ BayREN's annual budget has been increased to \$16.5 million in FY 2018-18.

BayREN Contract Agreement Blue Point Planning

September 14, 2017

Page 2

In 2015, Blue Point was selected via a competitive procurement process to provide services to BayREN for different program elements. Blue Point was selected based on the nature of the work, the firm's expertise in energy efficiency policy and marketing.

This amendment will add \$48,425 to the existing contract, bringing the 2017 contract total to \$99,425. Funding for this amendment is included in the FY 2017-18 budget.

Recommendation

Staff recommends that the Board authorize the Executive Director of the Metropolitan Transportation Commission or his designee to negotiate and enter into a contract amendment with Blue Point to perform additional implementation and marketing services for BayREN, in an amount not to exceed \$48,425 for services in 2017.



Steve Heminger

Attachment

Request for Executive Board Approval

REQUEST FOR EXECUTIVE BOARD APPROVAL
Summary of Consultant Contract Amendment

Work Item No.: 1721

Consultant: Blue Point Planning, LLC
Oakland, CA

Work Project Title: BayREN

Purpose of Project: Implement a portfolio of energy efficiency programs across the region.

Brief Scope of Work: Assist with implementation of programs; provide policy and marketing support.

Project Cost Not to Exceed: \$48,425 this amendment
Previously approved agreement: \$51,000
Total approved contract amount based on this action: \$99,425

Funding Source: PG&E (ratepayer funds) as directed by the CPUC

Fiscal Impact: Funds programmed in FY 2017-18 Budget

Motion by Committee: That the Executive Director of the Metropolitan Transportation Commission or his designee is authorized to negotiate and enter into a contract amendment with Blue Point Planning, LLC for BayREN implementation services as described above and in the Executive Director's memorandum dated September 14, 2017, and the Chief Financial Officer is authorized to set aside funds up to \$48,425 for such amendment.

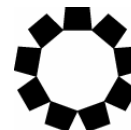
Executive Board: _____
Julie Pierce, ABAG President

Approved Date: _____

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ASSOCIATION OF BAY AREA GOVERNMENTS

Representing City and County Governments of the San Francisco Bay Area



ABAG

Date: September 14, 2017
To: ABAG Executive Board
From: Executive Director
Subject: **Approval of Contract Amendment—Bay Area Regional Energy Network and Energy Council in the Amount of \$222,000**

This memorandum requests Executive Board approval of a contract amendment with Energy Council for implementation services related to the Bay Area Regional Energy Network (BayREN), in an amount not to exceed \$222,000.

Background

The Bay Area Regional Energy Network (BayREN) implements a portfolio of energy efficiency programs across the region. ABAG serves as the program administrator and lead agency for a 10 member unincorporated association of local government entities. The California Public Utilities Commission (CPUC), in Decision 12-11-015 authorized funding for BayREN in the amount of \$26,567,750 for 2013-2014. Thereafter in Decision 14-10-046, the CPUC authorized BayREN funding through 2025, or when the Commission issues a superseding decision, with an annual budget of \$12.8 million.¹ The budget and program is set on a calendar year basis. The CPUC directed PG&E to serve as the fiscal agent; the funding is therefore channeled through an agreement with PG&E.

ABAG has contracts with BayREN member agencies and with third parties consultants that were selected by a competitive process to assist in the implementation of the program. The budgets for each contract is one calendar year.

On November 15, 2012 the Board authorized the Executive Director to enter negotiations and execute the necessary agreements for acceptance of the approved funding and implementation of BayREN programs. Thereafter on November 19, 2015, the Executive Board approved the acceptance of funding from the CPUC for the continued implementation of BayREN until the earlier of 2025 or when the CPUC issues a superseding decision. The Board also authorized the Executive Director to enter negotiations and execute the necessary agreements for acceptance of the approved funding and implementation of the BayREN program. The authority to execute contracts extended to amendments.

¹ BayREN's annual budget has been increased to \$16.5 million in FY 2017-18.

BayREN Contract Agreement Blue Point Planning

September 14, 2017

Page 2

Energy Council is the BayREN member agency for Alameda County. In addition to performing outreach for all programs to cities within Alameda County, the Energy Council is also the lead for BayREN's multifamily program and Home Energy Score program.

This amendment will add \$222,000 to the existing contract, bringing the contract total to \$6,204,966 for this calendar year. (This includes the full rebate budget, available to participating Bay Area multifamily property owners.) Funding for this amendment is included in the FY 2017-18 budget.

Recommendation

Staff recommends that the Board authorize the Executive Director of the Metropolitan Transportation Commission or his designee to negotiate and enter into a contract amendment with Energy Council to perform additional implementation services for BayREN, in an amount not to exceed \$222,000 for services in 2017.



Steve Heminger

Attachment

Request for Executive Board Approval

REQUEST FOR EXECUTIVE BOARD APPROVAL
Summary of Consultant Contract Amendment

Work Item No.: 1721

Consultant: Energy Council
Oakland, CA

Work Project Title: BayREN

Purpose of Project: Implement a portfolio of energy efficiency programs across the region.

Brief Scope of Work: Responsible for outreach regarding BayREN programs to cities in Alameda County; participate in administrative activities related to BayREN operations; serve as lead for BayREN's multifamily and Home Energy Score program.

Project Cost Not to Exceed: \$222,000 this amendment
Total Contract before this amendment: \$5,982,966
Total Authorized Contract after this amendment: \$6,204,966

Funding Source: PG&E (ratepayer funds) as directed by the CPUC

Fiscal Impact: Funds programmed in FY 2017-18 Budget

Motion by Committee: That the Executive Director of the Metropolitan Transportation Commission or his designee is authorized to negotiate and enter into a contract amendment with Energy Council for BayREN implementation services as described above and in the Executive Director's memorandum dated September 14, 2017, and the Chief Financial Officer is authorized to set aside funds up to \$222,000 for such amendment.

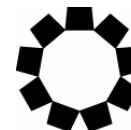
Executive Board: _____
Julie Pierce, ABAG President

Approved Date: _____

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ASSOCIATION OF BAY AREA GOVERNMENTS

Representing City and County Governments of the San Francisco Bay Area



ABAG

Date: September 14, 2017

To: ABAG Executive Board

From: Executive Director

Subject: **Approval of Contract Amendment—Bay Area Regional Energy Network and Pacific Gas & Electric (PG&E) in the Amount of \$189,486**

This memorandum requests Executive Board approval of a contract amendment with PG&E for Evaluation, Measurement and Verification (EMV) funds authorized by the California Public Utilities Commission, in an amount not to exceed \$189,486. The amendment will be additive to BayREN's annual budget.

Background

The Bay Area Regional Energy Network (BayREN) implements a portfolio of energy efficiency programs across the region. ABAG serves as the program administrator and lead agency for a 10 member unincorporated association of local government entities. The California Public Utilities Commission (CPUC), in Decision 12-11-015 authorized funding for BayREN in the amount of \$26,567,750 for 2013-2014. Thereafter in Decision 14-10-046, the CPUC authorized BayREN funding through 2025, or when the Commission issues a superseding decision, with an annual budget of \$12.8 million.¹ The budget and program is set on a calendar year basis. The CPUC directed PG&E to serve as the fiscal agent; the funding is therefore channeled through an agreement with PG&E.

On November 15, 2012 the Board authorized the Executive Director to enter negotiations and execute the necessary agreements for acceptance of the approved funding and implementation of BayREN programs. Thereafter on November 19, 2015, the Executive Board approved the acceptance of funding from the CPUC for the continued implementation of BayREN until the earlier of 2025 or when the CPUC issues a superseding decision. The Board also authorized the Executive Director to enter negotiations and execute the necessary agreements for acceptance of the approved funding and implementation of the BayREN program. The authority to execute contracts extended to amendments.

ABAG has a three year contract with PG&E (2016-2019) with an annual budget of \$16.5 million. In 2017, the CPUC granted BayREN the authority to conduct EMV activities with an annual budget of \$189,486. This contract amendment adds the EMV budget to the annual program budget.

¹ BayREN's annual budget has been increased to \$16.5 million in FY 2017-18.

BayREN Contract Agreement Pacific Gas & Electric

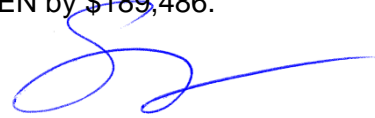
September 14, 2017

Page 2

This amendment will add \$189,486 to the existing ABAG contract with PG&E, bringing the total annual contract total to \$16,726,486 through 2019.

Recommendation

Staff recommends that the Board authorize the Executive Director of the Metropolitan Transportation Commission or his designee to negotiate and enter into a contract amendment with PG&E thereby increasing the annual budget for BayREN by \$189,486.



Steve Heminger

Attachment

Request for Executive Board Approval

REQUEST FOR EXECUTIVE BOARD APPROVAL
Summary of Contract Amendment

Work Item No.: 1721

Fiscal Agent: PG&E
San Francisco, CA

Work Project Title: BayREN

Purpose of Project: Implement a portfolio of energy efficiency programs across the region.

Brief Scope of Work: As directed by the Public Utilities Commission, PG&E serves as the fiscal agent to ABAG for the BayREN program. The CPUC has increased BayREN's annual budget to allow for EMV activities.

Project Cost Not to Exceed: \$189,486 this amendment
Total Contract before this amendment: \$16.5M per year
Total Authorized Contract after this amendment: \$16,726,486 per year

Funding Source: PG&E (ratepayer funds) as directed by the CPUC

Fiscal Impact: Additional Budget

Motion by Committee: That the Executive Director of the Metropolitan Transportation Commission or his designee is authorized to negotiate and enter into a contract amendment with PG&E for BayREN EMV activities as described above and in the Executive Director's memorandum dated September 14, 2017.

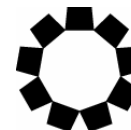
Executive Board: _____
Julie Pierce, ABAG President

Approved Date: _____

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ASSOCIATION OF BAY AREA GOVERNMENTS

Representing City and County Governments of the San Francisco Bay Area



ABAG

Date: September 14, 2017

To: ABAG Executive Board

From: Executive Director

Subject: **Adoption of Resolution No. 13-17 Authorizing the Executive Director of the Metropolitan Transportation Commission to Execute Agreements on behalf of ABAG Providing for Payment of Loan Capital for the Multifamily Capital Advance Program (MFCAP) under Bay Area Regional Energy Network (BayREN)**

This memorandum requests Executive Board approval of Resolution No. 13-17 authorizing the Executive Director of the Metropolitan Transportation Commission (MTC) to execute, on behalf of ABAG, documents necessary to implement loans in amounts not to exceed \$500,000 per loan for multifamily energy retrofit projects in conformance with the Bay Area Regional Energy Network (BayREN) Multifamily Capital Advance Program (MFCAP).

Background

The Bay Area Regional Energy Network (BayREN) implements a portfolio of energy efficiency programs across the region. ABAG serves as the program administrator and lead agency for a 10 member unincorporated association of local government entities¹. The California Public Utilities Commission (CPUC), in Decision 12-11-015 authorized funding for BayREN in the amount of \$26,567,750 for 2013-2014. Thereafter in Decision 14-10-046, the CPUC authorized BayREN funding through 2025, or when the Commission issues a superseding decision, with an annual budget of \$12.8 million.² The CPUC directed PG&E to serve as the fiscal agent; the funding is therefore channeled through an agreement with PG&E.

ABAG has contracts with BayREN member agencies and with third parties consultants that were selected through a competitive process to assist in the implementation of the program. The budget for each contract is good for one calendar year. On November 15, 2012 the Board authorized the Executive Director of ABAG to enter negotiations and execute the necessary agreements for acceptance of the initial approved funding and implementation of BayREN programs. Thereafter on November 19, 2015, the Executive Board approved the acceptance of additional funding from the CPUC for the continued implementation of BayREN until the earlier of 2025 or when the CPUC issues a superseding decision and authorized the Executive Director

¹ ABAG and the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano and Sonoma and the City and County of San Francisco.

² BayREN's annual budget has been increased to \$16.5 million in FY 2017-18.

Multifamily Capital Advance Program

September 14, 2017

Page 2

of ABAG to enter negotiations and execute the necessary agreements for acceptance of the approved funding and implementation of BayREN programs.

MFCAP is a revolving loan program that is offered to property owners that are financing other improvements to a multifamily residential property. BayREN makes available funds at 0% interest to participating lenders. The lenders use these funds in conjunction with their own funds to provide loans for energy efficiency improvements to a multifamily residential property. BayREN's share of the loan cannot exceed (a) \$5,000 per unit or \$500,000 per project, or (b) 50% of the cost of the total eligible (per program guidelines) energy improvements.

Participating lenders underwrite the loans according to their guidelines, with a requirement that the loans are secured by collateral. A third party Master Servicer reviews all loan documents and notifies BayREN staff when the loan package has been validated.

Participating lenders must be a financial institution authorized by Federal or State law to operate in California, must meet the qualifications criteria, and execute a Participation Agreement. The program design intended for the Participation Agreement to apply to all MFCAP loans made by the lender. (See section 2(a) of the Participation Agreement.)

Action

The Executive Board is requested to adopt Resolution No. 13-17 authorizing the Executive Director of the Metropolitan Transportation Commission or his designee to execute, on behalf of ABAG, documents necessary to implement loans in amounts not to exceed \$500,000 per loan for multifamily energy retrofit projects in conformance with the BAYREN Multifamily Capital Advance Program (MFCAP).



Steve Heminger

Attachment

Resolution No. 13-17
Participating Agreements

**ASSOCIATION OF BAY AREA GOVERNMENTS
EXECUTIVE BOARD**

RESOLUTION NO. 13-17

AUTHORIZING THE EXECUTIVE DIRECTOR OF THE METROPOLITAN TRANSPORTATION COMMISSION TO EXECUTE AGREEMENTS ON BEHALF OF ABAG PROVIDING FOR PAYMENT OF LOAN CAPITAL FOR THE MULTIFAMILY CAPITAL ADVANCE PROGRAM (MFCAP) UNDER BAY AREA REGIONAL ENERGY NETWORK (BAYREN)

WHEREAS, in Decision D. 12-11-015, the California Public Utilities Commission (CPUC) authorized funding and the program implementation plan for the Bay Area Regional Energy Network (BayREN) and approved ABAG as the Program Administrator of BayREN; and

WHEREAS, D. 12-11-015 authorized funding for BayREN in the amount of \$26,567,750 for 2013-2014 and thereafter D. 14-10-046 authorized BayREN funding through 2025, or when the CPUC issues a superseding decision, with an annual budget of \$12.8 million¹; and

WHEREAS, on November 15, 2012 the Executive Board authorized the Executive Director of ABAG to enter negotiations and execute the necessary agreements for acceptance of the approved funding and implementation of BayREN programs and on November 19, 2015, authorized the Executive Director of ABAG to enter negotiations and execute the necessary agreements for acceptance of the continued funding and implementation of the BayREN program to the earlier of 2025 or a superseding decision by the CPUC; and

WHEREAS, an approved BayREN program is Multifamily Capital Advance (MFCAP), a revolving loan program that offers interest free loans for energy efficiency projects in multifamily residential properties; and

WHEREAS, effective July 1, 2017, the office of the Executive Director of ABAG became vacant and ABAG and the Metropolitan Transportation Commission (MTC) entered into a Contract for Services whereby members of the MTC consolidated staff now provides services to implement ABAG's programs, including MFCAP.

¹ BayREN's annual budget has been increased to \$16.5 million.

**ASSOCIATION OF BAY AREA GOVERNMENTS
RESOLUTION NO. 13-17**

NOW THEREFORE, BE IT RESOLVED that the Executive Board of the Association of Bay Area Governments hereby authorizes the Executive Director of the Metropolitan Transportation Commission, or his designee, to sign on behalf of ABAG, documents reasonably necessary to implement loans in conformance with the Bay Area Regional Energy Network (BayREN) Multifamily Capital Advance Program (MFCAP).

The foregoing was adopted by the Executive Board this 21st day of September, 2017.

Julie Pierce
President

Certification of Executive Board Approval

I, the undersigned, the appointed and qualified Clerk of the Board of the Association of Bay Area Governments (Association), do hereby certify that the foregoing resolution was adopted by the Executive Board of the Association at a duly called meeting held on the 21st day of September, 2017.

Frederick Castro
Clerk of the Board

Approved as to Legal Form

Adrienne Weil
General Counsel
Metropolitan Transportation Commission

Association of Bay Area Governments - Multifamily Capital Advance Financing Program Participation Agreement

This Participation Agreement (the "Participation Agreement") is made and entered into effective January __, 2016, by and between the **Association of Bay Area Governments ("ABAG")**, a joint exercise of powers agency formed by local governments in the San Francisco Bay Area having its principal office and place of business at 101 Eighth Street, Oakland, California 96407, on behalf of the San Francisco Bay Area Regional Energy Network (BayREN), an association of local and regional public entities in the San Francisco Bay Area and **California Community Reinvestment Corporation**, a California nonprofit public benefit corporation ("**LENDER**"), having its principal office and place of business at 225 West Broadway, Suite 120, Glendale, California 91204.

Whereas ABAG through its San Francisco Bay Area Regional Energy Network (BayREN) Multifamily Capital Advance Financing Program (the "Program") wishes to improve multifamily building owners' access to reasonable cost capital to make cost-effective Eligible Energy Improvements (as defined below) in multifamily buildings located within the BayREN area;

Whereas, LENDER has programs that provide permanent loans and financing in connection with the development and acquisition and rehabilitation of multifamily projects (the "**Affordable Housing Projects**") which qualify for federal low income housing tax credits ("**LIHTC's**") for various developers (each a "**BORROWER**");

Whereas, LENDER's financing programs include conventional taxable loans ("**Loans**") and tax exempt bonds ("**Bonds**") funded by its member banks and other financing sources through participation interests and/or loans with LENDER as the holder and servicer of the Loans or Bonds;

Whereas, since LENDER's programs only provide permanent financing, LENDER coordinates the financing of each Affordable Housing Project with a bank (the "**Construction Lender**") to provide development and construction financing (the "**Construction Loan**") that on completion and stabilization of the Affordable Housing Project converts to permanent financing (the "Conversion") through the LENDER's funding and/or purchase of the Construction Loan pursuant to the terms of a Loan Purchase Agreement or Bond Purchase Agreement, as applicable, by and among LENDER, the Construction Lender and the BORROWER;

Whereas, as part of LENDER's programs, LENDER includes loans for Affordable Housing Projects to Borrowers to improve energy efficiency and finance Eligible Energy Improvements;

Whereas, ABAG and LENDER wish to work cooperatively to advance their respective individual and mutual interests through ABAG funding participations for qualifying Loans or Bonds to fund a portion of the costs of the Eligible Energy Improvements for an Affordable Housing Project.

DEFINITIONS

The following terms shall have meanings as defined:

"APPLICATION" means the information the LENDER and BORROWER will provide to Program administrators for approval under the Multifamily Capital Advance Financing Program. Materials within the APPLICATION will include a signed LENDER Project APPLICATION (Appendix A), and a completed check off list with corresponding documentation (Appendix B), including a list of the proposed Eligible Energy Improvements, the estimated cost-effectiveness to the BORROWER and estimated energy savings and costs for each proposed improvement.

"ABAG" means the Association of Bay Area Governments which is governed by a 38-member Executive Board comprised of locally elected officials based on regional population. As a joint exercise of powers agency it covers the counties of Sonoma, Napa, Solano, Marin, Contra Costa, Alameda, Santa Clara, San Mateo and the City and County of San Francisco representing more than seven million people in regional decision-making.

"BAMBE" means Bay Area Multifamily Building Enhancements, a program within the BayREN, which offers cash rebates and free energy consulting for multifamily properties that undertake energy upgrades. The program assists in planning energy saving improvements designed to save a building's energy usage and provides incentives in rebates to help pay for the upgrade. The program is open to multifamily buildings with five or more attached dwelling units in the Bay Area.

"BayREN" means the San Francisco Bay Area Regional Energy Network which is an association of the following local and regional public entities in the San Francisco Bay Area: ABAG, the Counties of Contra Costa, Marin, Napa, San Mateo and Santa Clara, the City and County of San Francisco, the Energy Council (Alameda County), the Sonoma County Regional Climate Protection Authority (Sonoma) and the City of Suisun City (Solano). Led by ABAG, BayREN implements energy saving programs on a regional level and draws on the capacities of Bay Area local governments to develop and administer programs. BayREN is funded by California utility ratepayers under the auspices of the California Public Utilities Commission under a funding agreement with Pacific Gas and Electric Company.

"BORROWER" means a person or business entity that has applied, met specific requirements, and received a monetary loan from the LENDER to provide permanent financing for its Affordable Housing Project including the installation of Eligible Energy Improvements on a five (5) or more unit property. The BORROWER initiating the request signs a promissory note agreeing to pay the Lender back during a specified timeframe for the entire loan amount plus any additional fees. The BORROWER is legally responsible for repayment of the loan and is subject to any penalties for not repaying the loan back based on the lending terms agreed upon.

"CONSTRUCTION LOAN CLOSING" means the closing of the Construction Loan with the Construction Lender for an Affordable Housing Project when LENDER commits through execution of a Loan Purchase Agreement or Bond Purchase Agreement, as applicable, to provide permanent financing for an Affordable Housing Project including funding for Eligible Energy Improvements.

"Eligible Energy Improvements" means any energy efficiency improvements that are accepted by the BAMBE Program or by the PG&E Energy Upgrade California Multifamily Path Program, as they may be amended from time to time.

"LENDER" means California Community Reinvestment Corporation which is a Community Development Financial Institution (CDFI) and its successors and assigns as an organization that is a financial institution authorized by federal or State law to operate in the State of California and is any of the types of entities listed under section 1.

"Loan" means a loan made to a Borrower by Lender in which ABAG is a participant as described in section 2 of this Participation Agreement.

"Loan Security" means the deed of trust securing the Loan made to the Borrower and recorded against the property for which the Loan is made.

"Master Loan Servicer" means the entity contracted by ABAG pursuant to a Servicing Agreement to perform loan validation and servicing functions for ABAG, including but not limited to review of loan documents, completion of a loan validation checklist and exception report, obligor billing, payment processing, and file maintenance.

"PROGRAM" means the BayREN Multifamily Capital Advance Program; its administrators are ABAG and the Energy Council.

"SERVICING AGREEMENT" means the loan servicing agreement between ABAG and Master Loan Servicer.

Now, therefore, in consideration of the promises and mutual covenants and agreements hereinafter set forth, the parties do hereby agree as follows:

1. By signing this Participation Agreement, LENDER certifies that it meets the following definition of a "LENDER":

An organization that is a financial institution authorized by Federal or State law to operate in the State of California and is any of the following:

- Credit union insured by the National Credit Union Administration
- Community Development Financial Institution (CDFI)
- Commercial bank
- Trust company
- Savings bank
- Savings and loan association
- Foreign bank credit union
- Leasing subsidiary of a bank holding company or a leasing company owned by an eligible LENDER

2. (a) ABAG agrees to provide a sum, as described below, towards a Loan made by LENDER to a BORROWER for an Affordable Housing Project which includes Eligible Energy Improvements to multifamily building(s) located within the ABAG region and has an Application approved by ABAG. The Loan will also fund other improvements and provide permanent financing for the Affordable Housing Project.

(b) The sum provided by ABAG pursuant to this Participation Agreement evidences a sale of a percentage ownership in the Loan and Loan Security under the PROGRAM and shall in no way be construed as an extension of credit by ABAG to LENDER.

(c) ABAG's percentage ownership in the approved Loan (i) shall not exceed fifty (50) percent of the total sum advanced to BORROWER under the Loan for Eligible Energy Improvements, as identified in Appendix C, and (ii) shall not exceed the lesser of \$5,000 per unit or \$500,000 per building.

(d) ABAG's share of the sum advanced shall bear zero (0) percent interest to the BORROWER, and shall be repaid at zero (0) percent interest by LENDER, as described below.

(e) The interest rate charged by the LENDER on its portion of the loan shall not exceed the interest rate customarily charged by the LENDER for a similarly situated BORROWER.

3. LENDER shall submit on behalf of a BORROWER an APPLICATION to ABAG for approval of a payment of a proposed sum in section 2 above for a proposed Loan between LENDER and BORROWER in the form set forth in Appendix A or in one more instruments substantially in the form of the instruments attached as Appendix B and

include a list of the proposed Eligible Energy Improvements, the estimated cost-effectiveness to the BORROWER and estimated energy savings and costs for each proposed improvement. LENDER may submit APPLICATIONS for Loans for different BORROWERS under this Participation Agreement. Each APPLICATION will be retained in the same file as the Participation Agreement.

4. ABAG, or its designee, shall review the proposed APPLICATION by LENDER and provide tentative written approval or denial to BORROWER and LENDER within five (5) business days from the date of receipt of a full APPLICATION (a full APPLICATION includes all of the information noted in section 3 above and in the appendices.). ABAG or designee may seek additional information from BORROWER and/or LENDER on the project or Loan during this period to assist ABAG in making its decision. The tentative approval of ABAG of an APPLICATION by LENDER for the payment of a sum toward the Loan set forth in section 2 above shall require the LENDER to ensure that the Loan agreement to be signed between LENDER and BORROWER is in compliance with all of the terms and requirements of this Participation Agreement and the tentatively approved APPLICATION including the list of Eligible Energy Improvements set forth in Appendix C.

5. Within 120 days of the date of a written tentative approval of an APPLICATION to LENDER or such longer period provided by the California Tax Credit Allocation Committee (CTCAC) or the California Debt Limit Allocation Committee (CDLAC) in connection with applicable Construction Loan closing deadlines for the Affordable Housing Project, the Construction Loan will close with BORROWER including LENDER's execution of the Loan Purchase Agreement or Bond Purchase Agreement, as applicable, which will include a condition for funding of ABAG's share of the Loan prior to Conversion. Not less than 72 hours prior to the scheduled Construction Loan closing date as set forth in Appendix D, the LENDER will electronically transmit to the Master Loan Servicer a copy of the finalized Loan in PDF format, a copy of this executed Participation Agreement in PDF format and a data file as shown in Appendix D containing information on the Loan in a format prescribed by the Master Loan Servicer, which will be transmitted on a scheduled day of each week as prescribed by the Master Loan Servicer. Upon receipt, the Master Loan Servicer shall review the data file and finalized Loan document for completeness and compliance with the Loan Validation Checklist. The Master Loan Servicer shall notify LENDER promptly if Master Loan Servicer determines that any data is missing or needed in order to release funds to purchase ABAG's share of the Loan to the LENDER or if the Loan participation is rejected for failure to comply with the terms and conditions of this Participation Agreement. ABAG shall complete its review and provide its decision regarding Final Approval within 48 hours of the Master Loan Servicer's receipt from LENDER. Upon providing Final Approval, ABAG will process and remit to LENDER ABAG's share of the Loan in accordance with section 7 below

6. The LENDER shall send an electronic copy (PDF format) of the LENDER's closed Loan with the BORROWER to the Master Loan Servicer by means of a secure file transfer system agreed upon by LENDER and Master Loan Servicer.

7. ABAG shall transfer to LENDER the payment for ABAG's share of the Loan based upon the payment instructions as noted in Appendix A provided by LENDER above to be held by LENDER and released on funding of the permanent financing on Conversion. LENDER will hold the ABAG share until funding the Loan on Conversion. On or prior to Conversion, LENDER will provide a certification from BORROWER certifying that consistent with Appendix C the Eligible Energy Improvements have been acquired and installed as a portion of its Affordable Housing Project. If Conversion does not occur then the ABAG funds including the servicing fee will be returned to ABAG.

8. LENDER shall remit payments to ABAG through its Master Loan Servicer. Payments shall be due no later than 15 days after the date due from BORROWER. The Master Loan Servicer shall mail a statement to the LENDER in

advance of each scheduled payment due date and provide instructions for such payment. If there is a change in the Master Loan Servicer, LENDER shall be notified in writing by ABAG.

9. LENDER shall repay ABAG's pro rata share of the Loan in consecutive equal monthly installments commencing with the first BORROWER payment date after Conversion, as provided in the Loan documents, and in each month thereafter during which the BORROWER has made a scheduled payment under the Loan, but shall not be obligated to make payment to ABAG if no payment is received from the BORROWER. In the event that BORROWER prepays any amount due under the Loan, the prepayment amount shall be applied, on a pro rata basis determined by the percentage ownership in the Loan, to the outstanding balances of both ABAG and LENDER shares of the Loan, provided, however, BORROWER and LENDER may elect to prepay without penalty ABAG's full share of the Loan at any time without being required to prepay the LENDER shares of the Loan.

10. LENDER certifies that the ABAG portion of the Loan is a new Loan.

11. LENDER will exercise the same degree of care and discretion in continuing to service the Loan and collecting the payments thereunder as LENDER would ordinarily take in the payments thereunder solely for its own account.

12. The Loan is considered in default if any scheduled payment is past due 90 days or more. In the event such default occurs, LENDER and ABAG shall consult as to a mutually agreed upon course of action to pursue in order to collect the amounts then owed under the Loan. All costs of collecting shall be borne by LENDER. Any recovery on the Loan will go first to repay LENDER its collection costs and accrued interest due, with the balance applied proportionately between the principal balance owed to LENDER and ABAG.

13. ABAG, the members of BayREN, the California Public Utilities Commission, the Pacific Gas and Electric Company and the State of California and their respective members, officers and employees (collectively, the Indemnitees) shall not be liable to any third party as a result of any action of LENDER and shall have no obligation to reimburse any portion of any judgment, order or decree entered against LENDER. The LENDER shall protect, indemnify and hold harmless the Indemnitees from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against the Indemnitees resulting from, arising out of or relating to any action of the LENDER. This obligation shall survive any expiration or termination of this Participation Agreement.

15. LENDER makes no representations or warranties, whether expressed or implied, to ABAG as to the collectability of the Loan, the continued solvency of the BORROWER, or as to the existence, sufficiency or value of the Loan Security; or to ABAG as to the validity and enforceability of the documentation for the Loan, other than that to the extent required under applicable law, the Loan Security was (and/or will be) validly perfected or recorded and constitute a first lien or security interest on the collateral subject to such agreements. LENDER may meet the requirement regarding perfection and priority of the Loan Security through the provision of title insurance to that effect. If the Loan Security is not a first lien or security interest, such fact must be disclosed to ABAG and ABAG must consent to the making of the Loan on collateral in which the LENDER and ABAG do not have a first lien or security interest. The parties hereto further agree that ABAG shall have no interest in any other property of the BORROWER or of any co-maker, guarantor, endorser, taken as security for any other and/or additional Loan or Loans made by LENDER, or acquired by LENDER or in any property now or hereafter in the possession or control of LENDER, which other property may indirectly secure repayment of the Loan by reason of "cross-collateralization"; except that if any such other property or the proceeds thereof is applied to the reduction of the Loan, then ABAG shall be entitled to share in such an application of payment or payments as provided herein.

16. Upon reasonable notice, LENDER will make available to ABAG, during its ordinary business hours, the BORROWER's Loan file, as it relates to the Loan, for ABAG's review.

17. Provided no default exists under the Loan, LENDER will not, without ABAG's written consent, (a) renew, extend or consent to a revision in the provisions of the Loan as it affects the terms applicable to the ABAG share of the Loan; (b) make or consent to any release, subordination, substitution or exchange of the Loan Security; (c) sell, assign or transfer any of said Loan Security except in connection with a sale or assignment of the Loan to another LENDER, waive any claim against the BORROWER, the guarantor, or a standby or substituted creditor in connection with the Loan; (d) cause or allow the principal of the Loan to be increased; (e) negotiate, sign, discount, endorse or guarantee any note or obligation of the BORROWER or issue any letter of credit as to the BORROWER. Such written consent from ABAG shall not be unreasonably withheld.

18. LENDER will notify ABAG, in writing, if the Loan is sold, which can be done subject to ABAG's participation interest and will provide ABAG with the name, mailing address and the telephone number of the buyer within thirty (30) calendar days following said sale. LENDER ensures that all terms and conditions of the Participation Agreement will flow through should a sale be completed.

19. Any amendments to this Participation Agreement shall be in writing and shall be executed by the same parties who executed the original Participation Agreement, or their successors in interest.

20. The promises, conditions, benefits and powers herein contained shall bind and inure to the respective successors of the parties. Whenever used herein, the singular number shall include the plural, the plural the singular, and the terms LENDER and ABAG will include any payee thereof, whether by operation of law or otherwise.

LENDER:

CALIFORNIA COMMUNITY REINVESTMENT CORPORATION

By: _____

Mary Kaiser, President

Date: 1/27/16

ABAG:

ASSOCIATION OF BAY AREA GOVERNMENTS

By: _____

Ezra Rappoport, Executive Director

Date: 1/26/16

Appendix A: LENDER PROJECT APPLICATION

LENDER Information

Name of Lending Institution "LENDER"	
Address of Lending Institution	
Name of Contact at Lending Institution	
Contact Email Address	

BORROWER Information

BORROWER Name	
BORROWER Mailing Address	
Project Name (as listed on Pre-Approval Form)	
Project Address	

Loan Information

LENDER Loan Number (if known)	
ABAG Agreement Number (ABAG staff only)	
Total Loan Amount	
ABAG share of Loan ($\leq 50\%$ of the costs of Eligible Energy Improvements, and \leq the lesser of \$5,000 per unit or \$500,000 per building)	
Estimated Loan Closing Date	
Loan Term (not to exceed weighted useful life of Eligible Energy Improvements)	
Loan structured as (select one below) * final interest rate to be determined at Loan closing	
Single Loan note with blended interest rate	% (anticipated blended interest rate)*
Two Loan Notes: Note One (principal and interest) Note Two (principal only)	% (anticipated interest rate of Note One)*
Loan security (if any)	

Payment Information

Elect to have funds deposited into escrow <input type="checkbox"/>	Title Company: Title Office: Escrow Number: Escrow Officer: Phone: Fax: Email: Scheduled Closing Date:
Elect to receive paper check <input type="checkbox"/>	Payee Name Attention

	Address
	City State Zip Code
Elect to receive Automated Clearing House (ACH) electronic payment <input type="checkbox"/>	Account Name
	Account Number
	Routing/Transit Number

LENDER

By: _____

Name: _____

Title: _____

Date: _____

By signing, the signatory is indicating they have authority to apply to the BayREN Multifamily Capital Advance Program.

Appendix B

Loan Document(s) must include draft Note(s) with the following information and must match the information provided in the LENDER Project Application Form:

Borrower Name	<input type="checkbox"/>
Project Name and Address	<input type="checkbox"/>
Total Loan Amount	<input type="checkbox"/>
ABAG Loan Amount	<input type="checkbox"/>
Lender Interest Rate	<input type="checkbox"/>
Lender Loan Term	<input type="checkbox"/>
ABAG monthly loan installment	<input type="checkbox"/>
Loan Security (if applicable)	<input type="checkbox"/>

APPENDIX C: PRE-APPROVAL OF QUALIFIED ENERGY EFFICIENCY MEASURES

After reviewing your application for Loan with the Borrower _____ for a project at _____, the following submitted energy efficiency measures are approved to be financed in the Loan agreement with the Borrower using the sum provided by ABAG pursuant to the Participation Agreement.

1. ABAG's share of the Loan to the Borrower (a) shall not exceed the lesser of \$5,000 per unit or \$500,000 per project and (b) shall not exceed 50% of the total Eligible Energy Improvements costs.
2. The term of the Loan shall not exceed the weighted useful life of the Eligible Energy Improvements.
3. ABAG's share of the Loan to the Borrower shall not exceed the costs of Eligible Energy Improvements. Eligible costs include all costs associated with the design, specification, and installation of Eligible Energy Improvements less the value of any other incentives awarded to support said improvements by BayREN or other ratepayer funding.

This document serves to certify to both the Lender and Borrower that ABAG has approved the following improvements for compliance with program requirements:

Project Name:

SUMMARY OF PROJECT	Estimates		
	Therms SAVINGS	KWH SAVINGS	MMBTU SAVINGS
Totals:			

Project Cost per Bid	\$XXXX	If program has a copy of the contractor(s) bid it will be attached.
Eligible Energy Improvements Cost	\$XXXX	Portion of project for energy efficiency upgrades.
BayREN or Other Ratepayer Program Incentives (less)	\$XXXX	
Net Eligible Energy Improvements Cost	\$XXXX	
ABAG Loan Share Reserved (1)	\$	___% of Total Project Cost at 0% interest.

(1) Loan capital shall be reserved for 120 days after project approval.

The weighted useful life of this list of improvements is ___ years, which is the maximum loan term that will be subsidized by ABAG.

This document must be included in the loan package submitted by the Lender to ABAG for reimbursement of the ABAG share of the loan. This document shall be Appendix A.

Association of Bay Area Governments

By: _____

XXXXX

Title

Date: _____

Appendix D

Data Collection

MULTIFAMILY Loan Origination and Servicing Data		
<i>Includes data collected at origination and servicing.</i>		
Field Name	Requires Lookup/Cross Reference Table?	Notes
Borrower/Loan Information		
Loan Number		
Data Date		Date of this snapshot
Loan Status	YES	Active, Charge Off, Chapter13, Payoff, Write off, BK, etc.
Date Originated		
Debt Service Coverage		
Combined Loan to Value ratio		
Original Maturity Date		Date Originated + Term
First Due Date		Due date of first payment
Note Rate		
Loan Amount		
Payment Term	YES	Monthly, Bi-Monthly, etc.
Term of Loan in Payments		Total Nbr of Pmts to Repay Loan with Interest
Payment Due Each Term		i.e., Monthly Payment
Escrow Information:		
Title Company:		
Title Office:		
Escrow Number:		
Escrow Officer:		
Phone:		
Fax:		
Email:		
Scheduled Closing Date:		
Property Information		
Installation State		
Installation City		
Installation Zip		
Loan Performance Information		
Current Balance		
Last Payment Date		
Paid Thru Date		
Next Due Date		

Reason for Delinquency	YES	
Times in 30-60 Past Due		
Times in 60-90 Past Due		
Times in 90+ Past Due		
Accrued Unpaid Interest		
Unpaid Balance with Interest		
Charge off Amount		
Charge off Unpaid Interest		
Modification Flag	YES	Type of Current Modification
Modification Start Date		
Modification Maturity Date		
Modified Balance		
Modified APR		
Modified Payment		
Modified Term		
Reason for Modification	YES	
Bankruptcy		Ever a Bankruptcy?
Charge Off Anytime		Ever a Charge Off?
Modification Anytime		Was loan ever Modified?
The data in the following section is 'range' data summarized usually by month		
Months On Book		Months since Origination
Data Start Date		Reporting Range Start
Data Stop Date		Reporting Range End
Tot Payment Received		
Total Fees		Late, NSF Etc.
Total Interest		
Total Principal		
Reimbursable Amount		Overpayment; pmt on Closed Loan
Write Off Amount		Amount written off to close loan; i.e., <\$10
Re-Opened Amount		Balance put back on books due to NSF or mis-posting, etc.
Charge Off Amount		
Ending Balance		As of Reporting Range End; o if closed loan
Days Delinquency		
Active Flag	TRUE/FALSE	
Charge off Flag	TRUE/FALSE	
Prepaid Amount		Applies to Loans Closed before Maturity
Percent of Term		Applies to Closed Prepays

Association of Bay Area Governments - Multifamily Capital Advance Financing Program Participation Agreement

Agreement by and between the **Association of Bay Area Governments (ABAG)**, a joint exercise of powers agency formed by local governments in the San Francisco Bay Area having its principal office and place of business at 101 Eighth Street, Oakland, California 96407, on behalf of the San Francisco Bay Area Regional Energy Network (BayREN), an association of local and regional public entities in the San Francisco Bay Area and M-CORE Credit Corporation (LENDER), having its principal office and place of business at 21 Par Rd. Montebello, NY 10901.

Whereas ABAG through its San Francisco Bay Area Regional Energy Network (BayREN) Multifamily Capital Advance Financing Program wishes to improve multifamily building owners' access to reasonable cost capital to make cost-effective energy efficiency improvements in multifamily buildings located within the BayREN area;

Whereas LENDER is a financial institution who as part of its business makes loans to owners of multifamily buildings (BORROWER) to improve their energy efficiency;

Whereas, ABAG and LENDER wish to work cooperatively to advance their respective individual and mutual interests.

DEFINITIONS

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"ABAG" means the Association of Bay Area Governments which is governed by a 38-member Executive Board comprised of locally elected officials based on regional population. As a joint exercise of powers agency it covers the counties of Sonoma, Napa, Solano, Marin, Contra Costa, Alameda, Santa Clara, San Mateo and the City and County of San Francisco representing more than seven million people in regional decision-making.

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the auspices of the California Public Utilities Commission under a funding agreement with Pacific Gas and Electric Company.

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“Loan” means a loan made to a Borrower by Lender in which ABAG is a participant as described in section 2 of this Participation Agreement.

“Master Loan Servicer” means the entity contracted by ABAG pursuant to a Servicing Agreement to perform loan validation and servicing functions, including but not limited to review of loan documents, completion of a loan validation checklist and exception report, obligor billing, payment processing, and file maintenance.

“PROGRAM” means the BayREN Multifamily Capital Advance Program; its administrators are ABAG and the Energy Council.

“SERVICING AGREEMENT” means the loan servicing agreement between ABAG and Master Loan Servicer.

Now, therefore, in consideration of the promises and mutual covenants and agreements hereinafter set forth, the parties do hereby agree as follows:

1. By signing this Participation Agreement, LENDER certifies that it is experienced in providing energy efficiency financing
2. (a) ABAG agrees to provide a sum, as described below, towards a Loan made by LENDER and a BORROWER for Eligible Energy Improvements to multifamily building(s) located within the ABAG region and has an Application approved by ABAG. The Loan may also fund other improvements.
 - (b) The sum provided by ABAG pursuant to this Participation Agreement evidences a sale of a percentage ownership in the Loan under the PROGRAM and shall in no way be construed as an extension of credit by ABAG to LENDER.
 - (c) ABAG’s percentage ownership in the approved Loan (i) shall not exceed fifty (50) percent of the total sum advanced to BORROWER under the Loan for Eligible Energy Improvements, as identified in Appendix C, and (ii) shall not exceed the lesser of \$5,000 per unit or \$500,000 per building.
 - (d) ABAG’s share of the sum advanced shall bear zero (0) percent interest to the BORROWER, and shall be repaid at zero (0) percent interest by LENDER, as described below.
 - (e) The interest rate charged by the LENDER on its portion of the loan shall not exceed the interest rate customarily charged by the LENDER for a similarly situated BORROWER.
 - i. Upon ABAG’s execution of this Participation Agreement, and upon LENDER’s written request, ABAG shall transfer to LENDER ABAG’s share of the Loan, based upon the payment instructions provided above by LENDER. LENDER shall execute the Loan with Borrower within seven (7) business days of the receipt of ABAG’s share of the Loan, unless ABAG and LENDER shall agree in writing to an



extension. In the event LENDER does not execute the Loan with Borrower within seven (7) business days of receipt of ABAG's share of the Loan and ABAG and LENDER do not agree to an extension, LENDER shall return the funds advanced to it by ABAG within three (3) business days thereafter. LENDER agrees to disburse the Loan proceeds in accordance with the Loan agreement substantially in the form as attached hereto in Appendix B.

3. LENDER shall submit an APPLICATION to ABAG for approval of a payment of a proposed sum in section 2 above for a proposed Loan between LENDER and BORROWER in the form set forth in Appendix A or in one more instruments substantially in the form of the instruments attached as Appendix B and include a list of the proposed Eligible Energy Improvements, the estimated cost-effectiveness to the BORROWER and estimated energy savings and costs for each proposed improvement. LENDER may submit APPLICATIONS for Loans for different BORROWERS under this Participation Agreement. Each APPLICATION will be retained in the same file as the Participation Agreement.

4. ABAG, or its designee, shall review the proposed APPLICATION by LENDER and provide tentative written approval or denial to LENDER within five (5) business days from the date of receipt of a full APPLICATION (a full APPLICATION includes all of the information noted in section 3 above and in the appendices.). ABAG or designee may seek additional information from LENDER on the project or Loan during this period to assist ABAG in making its decision. The tentative approval of ABAG of an APPLICATION by LENDER for the payment of a sum toward the Loan set forth in section 2 above shall require the LENDER to ensure that the Loan agreement to be signed between LENDER and BORROWER is in compliance with all of the terms and requirements of this Participation Agreement and the tentatively approved APPLICATION including the list of Eligible Energy Improvements set forth in Appendix C.

5. Within 120 days of the date of a written tentative approval of an APPLICATION to LENDER the LENDER will close the Loan with BORROWER. The LENDER will electronically transmit to the Master Loan Servicer a copy of the finalized Loan in PDF format, a copy of this executed Participation Agreement in PDF format and a data file as shown in Appendix D containing information on the Loan in a format prescribed by the Master Loan Servicer, which will be transmitted on a scheduled day of each week as prescribed by the Master Loan Servicer. If LENDER has chosen to have the Loan funded through escrow, the scheduled closing date in Appendix D must be at least 72 hours after LENDER transmitted a copy of the finalized loan to the Master Loan Servicer and the escrow instructions must require Master Loan Servicer's completion of the Loan Validation Checklist (the form of which is attached as Appendix E) of the finalized loan before the funds for ABAG's share of the loan is released. The Master Loan Servicer shall review the data file and finalized Loan document for completeness and compliance with the Loan Validation Checklist. The Master Loan Servicer shall notify LENDER promptly if Master Loan Servicer determines that any data is missing or needed in order to release funds to purchase ABAG's share of the Loan to the LENDER or if the Loan participation is rejected for failure to comply with the terms and conditions of this Participation Agreement. ABAG shall complete its review and provide its decision regarding Final Approval within 48 hours of the Master Loan Servicer's receipt from LENDER.

6. The LENDER shall send an electronic copy (PDF format) of the LENDER's closed Loan with the BORROWER to the Master Loan Servicer by means of a secure file transfer system agreed upon by LENDER and Master Loan Servicer.

7. Upon ABAG's execution of this Participation Agreement, and upon LENDER's written request, ABAG shall transfer to LENDER ABAG's share of the Loan, based upon the payment instructions provided above by LENDER. LENDER shall execute the Loan with Borrower within seven (7) business days of the receipt of ABAG's share of the Loan, unless ABAG and LENDER shall agree in writing to an extension. In the event LENDER does not execute the Loan with Borrower within seven (7) business days of receipt of ABAG's share of the Loan and ABAG and LENDER do not agree to an extension, LENDER shall return the funds advanced to it by ABAG within three (3) business days thereafter.



8. LENDER shall remit payments to ABAG through its Master Loan Servicer. Payments shall be due no later than 15 days after the date due from BORROWER. The Master Loan Servicer shall mail a statement to the LENDER in advance of each scheduled payment due date and provide instructions for such payment. If there is a change in the Master Loan Servicer, LENDER shall be notified in writing by ABAG.

9. LENDER shall repay ABAG's pro rata share of the Loan in consecutive equal monthly installments in each month during which the BORROWER has made a scheduled payment under the Loan, but shall not be obligated to make payment to ABAG if no payment is received from the BORROWER. In the event that BORROWER prepays any amount due under the Loan, the prepayment amount shall be applied, on a pro rata basis determined by the percentage ownership in the Loan, to the outstanding balances of both ABAG and LENDER shares of the Loan.

10. LENDER certifies that the ABAG portion of the Loan is a new Loan.

11. LENDER will exercise the same degree of care and discretion in continuing to service the Loan and collecting the payments thereunder as LENDER would ordinarily take in the payments thereunder solely for its own account.

12. The Loan is considered in default if any scheduled payment is past due 90 days or more. In the event such default occurs, LENDER and ABAG shall consult as to a mutually agreed upon course of action to pursue in order to collect the amounts then owed under the Loan. All costs of collecting shall be borne by LENDER. Any recovery on the Loan will go first to repay LENDER its collection costs and accrued interest due, with the balance applied proportionately between the principal balance owed to LENDER and ABAG.

13. Unless ABAG has expressly consented to such action, the members of BayREN, the California Public Utilities Commission, the Pacific Gas and Electric Company and the State of California and their respective members, officers and employees (collectively, the Indemnitees) shall not be liable to any third party as a result of any action of LENDER and shall have no obligation to reimburse any portion of any judgment, order or decree entered against LENDER. The LENDER shall protect, indemnify and hold harmless the Indemnitees from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against the Indemnitees resulting from, arising out of or relating to any action of the LENDER. This obligation shall survive any expiration or termination of this Participation Agreement.

15. LENDER makes no representations or warranties, whether expressed or implied, to ABAG as to the collectability of the Loan, or the continued solvency of the BORROWER; or to ABAG as to the validity and enforceability of the documentation for the Loan, other than that to the extent required under applicable law. The parties hereto agree that ABAG shall have no interest in any property of the BORROWER or of any co-maker, guarantor, endorser, taken as security for the Loan, or acquired by LENDER or in any property now or hereafter in the possession or control of LENDER, which other property may directly, or indirectly secure repayment of the Loan by reason of "cross-collateralization"; except that if any such other property or the proceeds thereof is applied to the reduction of the Loan, then ABAG shall be entitled to share in such an application of payment or payments in the same proportion as ABAG's share of the Loan.

16. Upon reasonable notice, LENDER will make available to ABAG, during its ordinary business hours, the BORROWER's Loan file, as it relates to the Loan, for ABAG's review.

17. LENDER will notify ABAG, in writing, if the Loan is sold, and will provide ABAG with the name, mailing address and the telephone number of the buyer within thirty (30) calendar days following said sale. LENDER ensures that all terms and conditions of the Participation Agreement will flow through should a sale be completed.


18. Any amendments to this Participation Agreement shall be in writing and shall be executed by the same parties who executed the original Participation Agreement, or their successors in interest.



19. The promises, conditions, benefits and powers herein contained shall bind and inure to the respective successors of the parties. Whenever used herein, the singular number shall include the plural, the plural the singular, and the terms LENDER and ABAG will include any payee thereof, whether by operation of law or otherwise.

M-CORE Credit Corporation

Association of Bay Area Governments



By: Michael R. Weisberg, Principal

By: Ezra Rapport, Executive Director

Date: 8/5/15

Date: 8/12/15

Appendix A: LENDER PROJECT APPLICATION

LENDER Information

Name of Lending Institution "LENDER"	
Address of Lending Institution	
Name of Contact at Lending Institution	
Contact Email Address	

BORROWER Information

BORROWER Name	
BORROWER Mailing Address	
Project Name (as listed on Pre-Approval Form)	
Project Address	

Loan Information

LENDER Loan Number (if known)	
ABAG Agreement Number (ABAG staff only)	
Total Loan Amount	
ABAG share of Loan ($\leq 50\%$ of the costs of Eligible Energy Improvements, and \leq the lesser of \$5,000 per unit or \$500,000 per building)	
Estimated Loan Closing Date	
Loan Term (not to exceed weighted useful life of Eligible Energy Improvements)	
Loan structured as (select one below) * final interest rate to be determined at Loan closing	
Single Loan note with blended interest rate	% (anticipated blended interest rate)*
Two Loan Notes: Note One (principal and interest) Note Two (principal only)	% (anticipated interest rate of Note One)*

Payment Information

Elect to have funds deposited into escrow <input type="checkbox"/>	Title Company: Title Office: Escrow Number: Escrow Officer: Phone: Fax: Email: Scheduled Closing Date:
Elect to receive paper check <input type="checkbox"/>	Payee Name Attention Address City State Zip Code
Elect to receive Automated Clearing House (ACH) electronic payment <input type="checkbox"/>	Account Name

Association of Bay Area Governments - Multifamily Capital Advance Financing Program Participation Agreement

Agreement by and between the **Association of Bay Area Governments (ABAG)**, a joint exercise of powers agency formed by local governments in the San Francisco Bay Area having its principal office and place of business at 101 Eighth Street, Oakland, California 96407, on behalf of the San Francisco Bay Area Regional Energy Network (BayREN), an association of local and regional public entities in the San Francisco Bay Area and **Northern California Community Loan Fund (LENDER)**, having its principal office and place of business at 870 Market St., Suite 677, San Francisco, California.

Whereas ABAG through its San Francisco Bay Area Regional Energy Network (BayREN) Multifamily Capital Advance Financing Program wishes to improve multifamily building owners' access to reasonable cost capital to make cost-effective energy efficiency improvements in multifamily buildings located within the BayREN area;

Whereas LENDER is a financial institution who as part of its business makes loans to owners of multifamily buildings (BORROWER) to improve their energy efficiency;

Whereas, ABAG and LENDER wish to work cooperatively to advance their respective individual and mutual interests.

DEFINITIONS

The following terms shall have meanings as defined:

"APPLICATION" means the information the LENDER and BORROWER will provide to PROGRAM administrators for approval under the Multifamily Capital Advance Financing Program. Materials within the APPLICATION will include a signed LENDER Project APPLICATION (Appendix A), and a completed check off list with corresponding documentation (Appendix B), including a list of the proposed Eligible Energy Improvements, the estimated cost-effectiveness to the BORROWER and estimated energy savings and costs for each proposed improvement. If the LENDER has not been enrolled in the PROGRAM they are to include a signed Participation Agreement.

"ABAG" means the Association of Bay Area Governments which is governed by a 38-member Executive Board comprised of locally elected officials based on regional population. As a joint exercise of powers agency it covers the counties of Sonoma, Napa, Solano, Marin, Contra Costa, Alameda, Santa Clara, San Mateo and the City and County of San Francisco representing more than seven million people in regional decision-making.

"BAMBE" means Bay Area Multifamily Building Enhancements, a program within the BayREN, which offers cash rebates and free energy consulting for multifamily properties that undertake energy upgrades. The program assists in planning energy saving improvements designed to save a building's energy usage and provides incentives in rebates to help pay for the upgrade. The program is open to multifamily buildings with five or more attached dwelling units in the Bay Area.

"BayREN" means the San Francisco Bay Area Regional Energy Network which is an association of the following local and regional public entities in the San Francisco Bay Area: ABAG, the Counties of Contra Costa, Marin, Napa, San Mateo and Santa Clara, the City and County of San Francisco, the Energy Council (Alameda County), the Sonoma County Regional Climate Protection Authority (Sonoma) and the City of Suisun City (Solano). Led by ABAG, BayREN implements energy saving programs on a regional level and draws on the capacities of Bay Area local governments to develop and administer programs. BayREN is funded by California utility ratepayers under the auspices of the California Public Utilities Commission under a funding agreement with Pacific Gas and Electric Company.

"BORROWER" means a person or business entity that has applied, met specific requirements, and received a monetary loan from the LENDER to install Eligible Energy Improvements on a five (5) or more unit property. The BORROWER initiating the request signs a promissory note agreeing to pay the Lender back during a specified timeframe for the entire loan amount plus any additional fees. The BORROWER is legally responsible for repayment of the loan and is subject to any penalties for not repaying the loan back based on the lending terms agreed upon.

"Eligible Energy Improvements" means any energy efficiency improvements that are accepted by the BAMBE Program or by the PG&E Energy Upgrade California Multifamily Path Program, as they may be amended from time to time.

"LENDER" means an organization that is a financial institution authorized by federal or State law to operate in the State of California and is any of the types of entities listed under section 1.

"Loan" means a loan made to a Borrower by Lender in which ABAG is a participant as described in section 2 of this Participation Agreement.

"Loan Security" means the deed of trust securing the Loan made to the Borrower and recorded against the property for which the Loan is made.

"Master Loan Servicer" means the entity contracted by ABAG pursuant to a Servicing Agreement to perform loan validation and servicing functions, including but not limited to review of loan documents, completion of a loan validation checklist and exception report, obligor billing, payment processing, and file maintenance.

"PROGRAM" means the BayREN Multifamily Capital Advance Program; its administrators are ABAG and the Energy Council.

"SERVICING AGREEMENT" means the loan servicing agreement between ABAG and Master Loan Servicer.

Now, therefore, in consideration of the promises and mutual covenants and agreements hereinafter set forth, the parties do hereby agree as follows:

1. By signing this Participation Agreement, LENDER certifies that it meets the following definition of a "LENDER":

An organization that is a financial institution authorized by Federal or State law to operate in the State of California and is any of the following:

- Credit union insured by the National Credit Union Administration
- Community Development Financial Institution (CDFI)
- Commercial bank
- Trust company
- Savings bank
- Savings and loan association
- Foreign bank credit union
- Leasing subsidiary of a bank holding company or a leasing company owned by an eligible LENDER

2. (a) ABAG agrees to provide a sum, as described below, towards a Loan made by LENDER and a BORROWER for Eligible Energy Improvements to multifamily building(s) located within the ABAG region and has an Application approved by ABAG. The Loan may also fund other improvements.

(b) The sum provided by ABAG pursuant to this Participation Agreement evidences a sale of a percentage ownership in the Loan and Loan Security under the PROGRAM and shall in no way be construed as an extension of credit by ABAG to LENDER.

(c) ABAG's percentage ownership in the approved Loan (i) shall not exceed fifty (50) percent of the total sum advanced to BORROWER under the Loan for Eligible Energy Improvements, as identified in Appendix C, and (ii) shall not exceed the lesser of \$5,000 per unit or \$500,000 per building.

(d) ABAG's share of the sum advanced shall bear zero (0) percent interest to the BORROWER, and shall be repaid at zero (0) percent interest by LENDER, as described below.

(e) The interest rate charged by the LENDER on its portion of the loan shall not exceed the interest rate customarily charged by the LENDER for a similarly situated BORROWER.

3. LENDER shall submit an APPLICATION to ABAG for approval of a payment of a proposed sum in section 2 above for a proposed Loan between LENDER and BORROWER in the form set forth in Appendix A or in one more instruments substantially in the form of the instruments attached as Appendix B and include a list of the proposed Eligible Energy Improvements, the estimated cost-effectiveness to the BORROWER and estimated energy savings and costs for each proposed improvement. LENDER may submit APPLICATIONS for Loans for different BORROWERS under this Participation Agreement. Each APPLICATION will be retained in the same file as the Participation Agreement.

4. ABAG, or its designee, shall review the proposed APPLICATION by LENDER and provide tentative written approval or denial to LENDER within five (5) business days from the date of receipt of a full APPLICATION (a full APPLICATION includes all of the information noted in section 3 above and in the appendices.). ABAG or designee may seek additional information from LENDER on the project or Loan during this period to assist ABAG in making its decision. The tentative approval of ABAG of an APPLICATION by LENDER for the payment of a sum toward the Loan set forth in section 2 above shall require the LENDER to ensure that the Loan agreement to be signed between LENDER and BORROWER is in compliance with all of the terms and requirements of this Participation Agreement and the tentatively approved APPLICATION including the list of Eligible Energy Improvements set forth in Appendix C.

5. Within 120 days of the date of a written tentative approval of an APPLICATION to LENDER the LENDER will close the Loan with BORROWER. The LENDER will electronically transmit to the Master Loan Servicer a copy of the finalized Loan in PDF format, a copy of this executed Participation Agreement in PDF format and a data file as shown in Appendix D containing information on the Loan in a format prescribed by the Master Loan Servicer, which will be transmitted on a scheduled day of each week as prescribed by the Master Loan Servicer. If LENDER has chosen to have the Loan funded through escrow, the scheduled closing date in Appendix D must be at least [72 hours after LENDER transmitted a copy of the finalized loan to the Master Loan Servicer] and the escrow instructions must require Master Loan Servicer's completion of the Loan Validation Checklist (the form of which is attached as Appendix E) of the finalized loan before the funds for ABAG's share of the loan is released. The Master Loan Servicer shall review the data file and finalized Loan document for completeness and compliance with the Loan Validation Checklist. The Master Loan Servicer shall notify LENDER promptly if Master Loan Servicer determines that any data is missing or needed in order to release funds to purchase ABAG's share of the Loan to the LENDER or if the Loan participation is rejected for failure to comply with the terms and conditions of this Participation Agreement. ABAG shall complete its review and provide its decision regarding Final Approval within 48 hours of the Master Loan Servicer's receipt from LENDER.

6. The LENDER shall send an electronic copy (PDF format) of the LENDER's closed Loan with the BORROWER to the Master Loan Servicer by means of a secure file transfer system agreed upon by LENDER and Master Loan Servicer.

7. ABAG shall transfer to LENDER the payment for ABAG's share of the Loan based upon the payment instructions as noted in Appendix A provided by LENDER above. If payment is to be made by deposit into escrow, then payment shall be transmitted into escrow within seven (7) days the tentative written approval under section 4. If payment is to be made by check or electronic transfer, it must be completed within seven (7) days of receipt of Final Approval from the Master Loan Servicer.
8. LENDER shall remit payments to ABAG through its Master Loan Servicer. Payments shall be due no later than 15 days after the date due from BORROWER. The Master Loan Servicer shall mail a statement to the LENDER in advance of each scheduled payment due date and provide instructions for such payment. If there is a change in the Master Loan Servicer, LENDER shall be notified in writing by ABAG.
9. LENDER shall repay ABAG's pro rata share of the Loan in consecutive equal monthly installments in each month during which the BORROWER has made a scheduled payment under the Loan, but shall not be obligated to make payment to ABAG if no payment is received from the BORROWER. In the event that BORROWER prepays any amount due under the Loan, the prepayment amount shall be applied, on a pro rata basis determined by the percentage ownership in the Loan, to the outstanding balances of both ABAG and LENDER shares of the Loan.
10. LENDER certifies that the ABAG portion of the Loan is a new Loan.
11. LENDER will exercise the same degree of care and discretion in continuing to service the Loan and collecting the payments thereunder as LENDER would ordinarily take in the payments thereunder solely for its own account.
12. The Loan is considered in default if any scheduled payment is past due 90 days or more. In the event such default occurs, LENDER and ABAG shall consult as to a mutually agreed upon course of action to pursue in order to collect the amounts then owed under the Loan; provided, however, if LENDER and ABAG are not able to agree upon a course of action within [10 business days] after the occurrence of such event of default, then LENDER shall have the right to determine in its sole discretion, and proceed with a course of action. All costs of collecting shall be borne by LENDER. Any recovery on the Loan will go first to repay LENDER its collection costs and accrued interest due, with the balance applied proportionately between the principal balance owed to LENDER and ABAG.
13. ABAG, the members of BayREN, the California Public Utilities Commission, the Pacific Gas and Electric Company and the State of California and their respective members, officers and employees (collectively, the Indemnitees) shall not be liable to any third party as a result of any action of LENDER and shall have no obligation to reimburse any portion of any judgment, order or decree entered against LENDER. The LENDER shall protect, indemnify and hold harmless the Indemnitees from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against the Indemnitees resulting from, arising out of or relating to any action of the LENDER. This obligation shall survive any expiration or termination of this Participation Agreement.
15. LENDER makes no representations or warranties, whether expressed or implied, to ABAG as to the collectability of the Loan, the continued solvency of the BORROWER, or as to the existence, sufficiency or value of the Loan Security; or to ABAG as to the validity and enforceability of the documentation for the Loan, other than that to the extent required under applicable law, the Loan Security was (and/or will be) validly perfected or recorded and constitute a first lien or security interest on the collateral subject to such agreements. LENDER may meet the requirement regarding perfection and priority of the Loan Security through the provision of title insurance to that effect. If the Loan Security is not a first lien or security interest, such fact must be disclosed to ABAG and ABAG must consent to the making of the Loan on collateral in which the LENDER and ABAG do not have a first lien or security interest. The parties hereto further agree that ABAG shall have no interest in any other property of the BORROWER or of any co-maker, guarantor, endorser, taken as security for any other and/or

additional Loan or Loans made by LENDER, or acquired by LENDER or in any property now or hereafter in the possession or control of LENDER, which other property may indirectly secure repayment of the Loan by reason of "cross-collateralization"; except that if any such other property or the proceeds thereof is applied to the reduction of the Loan, then ABAG shall be entitled to share in such an application of payment or payments as provided herein.

16. Upon reasonable notice, LENDER will make available to ABAG, during its ordinary business hours, the BORROWER's Loan file, as it relates to the Loan, for ABAG's review.

17. Provided no default exists under the Loan, LENDER will not, without ABAG's written consent, (a) renew, extend or consent to a revision in the provisions of the Loan; (b) make or consent to any release, subordination, substitution or exchange of the Loan Security (provided that if the Loan Security is collateral in the form of accounts or inventory, then when no portion of the shared obligation is overdue or where ABAG has not otherwise instructed LENDER in writing, LENDER may permit the BORROWER to collect accounts, sell inventory and use the proceeds thereof, all in the ordinary course of the BORROWER's business); (c) sell, assign or transfer any of said Loan Security, waive any claim against the BORROWER, the guarantor, or a standby or substituted creditor in connection with the Loan; (d) cause or allow the principal of the Loan to be increased; (e) negotiate, sign, discount, endorse or guarantee any note or obligation of the BORROWER or issue any letter of credit as to the BORROWER. Such written consent from ABAG shall not be unreasonably withheld. ABAG shall be deemed to have consented in writing to any such matters if ABAG does not deliver to LENDER a written notice that it does not consent within [10 business] days following receipt of LENDER's request.

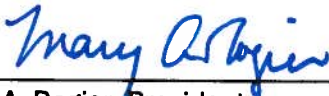
18. LENDER will notify ABAG, in writing, if the Loan is sold, and will provide ABAG with the name, mailing address and the telephone number of the buyer within thirty (30) calendar days following said sale. LENDER ensures that all terms and conditions of the Participation Agreement will flow through should a sale be completed.

19. Any amendments to this Participation Agreement shall be in writing and shall be executed by the same parties who executed the original Participation Agreement, or their successors in interest.

20. The promises, conditions, benefits and powers herein contained shall bind and inure to the respective successors of the parties. Whenever used herein, the singular number shall include the plural, the plural the singular, and the terms LENDER and ABAG will include any payee thereof, whether by operation of law or otherwise.

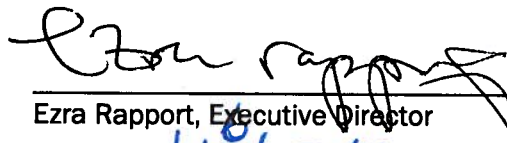
LENDER
By:

Association of Bay Area Governments
By:



Mary A. Rogier, President

Date: 1-30-15



Ezra Rapport, Executive Director

Date: 2/18/15

Association of Bay Area Governments - Multifamily Capital Advance Financing Program Participation Agreement

Agreement by and between the **Association of Bay Area Governments (ABAG)**, a joint exercise of powers agency formed by local governments in the San Francisco Bay Area having its principal office and place of business at 101 Eighth Street, Oakland, California 96407, on behalf of the San Francisco Bay Area Regional Energy Network (BayREN), an association of local and regional public entities in the San Francisco Bay Area and **Northern California Community Loan Fund (LENDER)**, having its principal office and place of business at 870 Market St., Suite 677, San Francisco, California.

Whereas ABAG through its San Francisco Bay Area Regional Energy Network (BayREN) Multifamily Capital Advance Financing Program wishes to improve multifamily building owners' access to reasonable cost capital to make cost-effective energy efficiency improvements in multifamily buildings located within the BayREN area;

Whereas LENDER is a financial institution who as part of its business makes loans to owners of multifamily buildings (BORROWER) to improve their energy efficiency;

Whereas, ABAG and LENDER wish to work cooperatively to advance their respective individual and mutual interests.

DEFINITIONS

The following terms shall have meanings as defined:

"APPLICATION" means the information the LENDER and BORROWER will provide to PROGRAM administrators for approval under the Multifamily Capital Advance Financing Program. Materials within the APPLICATION will include a signed LENDER Project APPLICATION (Appendix A), and a completed check off list with corresponding documentation (Appendix B), including a list of the proposed Eligible Energy Improvements, the estimated cost-effectiveness to the BORROWER and estimated energy savings and costs for each proposed improvement. If the LENDER has not been enrolled in the PROGRAM they are to include a signed Participation Agreement.

"ABAG" means the Association of Bay Area Governments which is governed by a 38-member Executive Board comprised of locally elected officials based on regional population. As a joint exercise of powers agency it covers the counties of Sonoma, Napa, Solano, Marin, Contra Costa, Alameda, Santa Clara, San Mateo and the City and County of San Francisco representing more than seven million people in regional decision-making.

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"BayREN" means the San Francisco Bay Area Regional Energy Network which is an association of the following local and regional public entities in the San Francisco Bay Area: ABAG, the Counties of Contra Costa, Marin, Napa, San Mateo and Santa Clara, the City and County of San Francisco, the Energy Council (Alameda County), the Sonoma County Regional Climate Protection Authority (Sonoma) and the City of Suisun City (Solano). Led by ABAG, BayREN implements energy saving programs on a regional level and draws on the capacities of Bay Area local governments to develop and administer programs. BayREN is funded by California utility ratepayers under the auspices of the California Public Utilities Commission under a funding agreement with Pacific Gas and Electric Company.

“BORROWER” means a person or business entity that has applied, met specific requirements, and received a monetary loan from the LENDER to install Eligible Energy Improvements on a five (5) or more unit property. The BORROWER initiating the request signs a promissory note agreeing to pay the Lender back during a specified timeframe for the entire loan amount plus any additional fees. The BORROWER is legally responsible for repayment of the loan and is subject to any penalties for not repaying the loan back based on the lending terms agreed upon.

“Eligible Energy Improvements” means any energy efficiency improvements that are accepted by the BAMBE Program or by the PG&E Energy Upgrade California Multifamily Path Program, as they may be amended from time to time.

“LENDER” means an organization that is a financial institution authorized by federal or State law to operate in the State of California and is any of the types of entities listed under section 1.

“Loan” means a loan made to a Borrower by Lender in which ABAG is a participant as described in section 2 of this Participation Agreement.

“Loan Security” means the deed of trust securing the Loan made to the Borrower and recorded against the property for which the Loan is made.

“Master Loan Servicer” means the entity contracted by ABAG pursuant to a Servicing Agreement to perform loan validation and servicing functions, including but not limited to review of loan documents, completion of a loan validation checklist and exception report, obligor billing, payment processing, and file maintenance.

“PROGRAM” means the BayREN Multifamily Capital Advance Program; its administrators are ABAG and the Energy Council.

“SERVICING AGREEMENT” means the loan servicing agreement between ABAG and Master Loan Servicer.

Now, therefore, in consideration of the promises and mutual covenants and agreements hereinafter set forth, the parties do hereby agree as follows:

1. By signing this Participation Agreement, LENDER certifies that it meets the following definition of a “LENDER”:

An organization that is a financial institution authorized by Federal or State law to operate in the State of California and is any of the following:

- Credit union insured by the National Credit Union Administration
- Community Development Financial Institution (CDFI)
- Commercial bank
- Trust company
- Savings bank
- Savings and loan association
- Foreign bank credit union
- Leasing subsidiary of a bank holding company or a leasing company owned by an eligible LENDER

2. (a) ABAG agrees to provide a sum, as described below, towards a Loan made by LENDER and a BORROWER for Eligible Energy Improvements to multifamily building(s) located within the ABAG region and has an Application approved by ABAG. The Loan may also fund other improvements.

(b) The sum provided by ABAG pursuant to this Participation Agreement evidences a sale of a percentage ownership in the Loan and Loan Security under the PROGRAM and shall in no way be construed as an extension of credit by ABAG to LENDER.

(c) ABAG's percentage ownership in the approved Loan (i) shall not exceed fifty (50) percent of the total sum advanced to BORROWER under the Loan for Eligible Energy Improvements, as identified in Appendix C, and (ii) shall not exceed the lesser of \$5,000 per unit or \$500,000 per building.

(d) ABAG's share of the sum advanced shall bear zero (0) percent interest to the BORROWER, and shall be repaid at zero (0) percent interest by LENDER, as described below.

(e) The interest rate charged by the LENDER on its portion of the loan shall not exceed the interest rate customarily charged by the LENDER for a similarly situated BORROWER.

3. LENDER shall submit an APPLICATION to ABAG for approval of a payment of a proposed sum in section 2 above for a proposed Loan between LENDER and BORROWER in the form set forth in Appendix A or in one more instruments substantially in the form of the instruments attached as Appendix B and include a list of the proposed Eligible Energy Improvements, the estimated cost-effectiveness to the BORROWER and estimated energy savings and costs for each proposed improvement. LENDER may submit APPLICATIONS for Loans for different BORROWERS under this Participation Agreement. Each APPLICATION will be retained in the same file as the Participation Agreement.

4. ABAG, or its designee, shall review the proposed APPLICATION by LENDER and provide tentative written approval or denial to LENDER within five (5) business days from the date of receipt of a full APPLICATION (a full APPLICATION includes all of the information noted in section 3 above and in the appendices.). ABAG or designee may seek additional information from LENDER on the project or Loan during this period to assist ABAG in making its decision. The tentative approval of ABAG of an APPLICATION by LENDER for the payment of a sum toward the Loan set forth in section 2 above shall require the LENDER to ensure that the Loan agreement to be signed between LENDER and BORROWER is in compliance with all of the terms and requirements of this Participation Agreement and the tentatively approved APPLICATION including the list of Eligible Energy Improvements set forth in Appendix C.

5. Within 120 days of the date of a written tentative approval of an APPLICATION to LENDER the LENDER will close the Loan with BORROWER. The LENDER will electronically transmit to the Master Loan Servicer a copy of the finalized Loan in PDF format, a copy of this executed Participation Agreement in PDF format and a data file as shown in Appendix D containing information on the Loan in a format prescribed by the Master Loan Servicer, which will be transmitted on a scheduled day of each week as prescribed by the Master Loan Servicer. If LENDER has chosen to have the Loan funded through escrow, the scheduled closing date in Appendix D must be at least [72 hours after LENDER transmitted a copy of the finalized loan to the Master Loan Servicer] and the escrow instructions must require Master Loan Servicer's completion of the Loan Validation Checklist (the form of which is attached as Appendix E) of the finalized loan before the funds for ABAG's share of the loan is released. The Master Loan Servicer shall review the data file and finalized Loan document for completeness and compliance with the Loan Validation Checklist. The Master Loan Servicer shall notify LENDER promptly if Master Loan Servicer determines that any data is missing or needed in order to release funds to purchase ABAG's share of the Loan to the LENDER or if the Loan participation is rejected for failure to comply with the terms and conditions of this Participation Agreement. ABAG shall complete its review and provide its decision regarding Final Approval within 48 hours of the Master Loan Servicer's receipt from LENDER.

6. The LENDER shall send an electronic copy (PDF format) of the LENDER's closed Loan with the BORROWER to the Master Loan Servicer by means of a secure file transfer system agreed upon by LENDER and Master Loan Servicer.

7. ABAG shall transfer to LENDER the payment for ABAG's share of the Loan based upon the payment instructions as noted in Appendix A provided by LENDER above. If payment is to be made by deposit into escrow, then payment shall be transmitted into escrow within seven (7) days the tentative written approval under section 4. If payment is to be made by check or electronic transfer, it must be completed within seven (7) days of receipt of Final Approval from the Master Loan Servicer.

8. LENDER shall remit payments to ABAG through its Master Loan Servicer. Payments shall be due no later than 15 days after the date due from BORROWER. The Master Loan Servicer shall mail a statement to the LENDER in advance of each scheduled payment due date and provide instructions for such payment. If there is a change in the Master Loan Servicer, LENDER shall be notified in writing by ABAG.

9. LENDER shall repay ABAG's pro rata share of the Loan in consecutive equal monthly installments in each month during which the BORROWER has made a scheduled payment under the Loan, but shall not be obligated to make payment to ABAG if no payment is received from the BORROWER. In the event that BORROWER prepays any amount due under the Loan, the prepayment amount shall be applied, on a pro rata basis determined by the percentage ownership in the Loan, to the outstanding balances of both ABAG and LENDER shares of the Loan.

10. LENDER certifies that the ABAG portion of the Loan is a new Loan.

11. LENDER will exercise the same degree of care and discretion in continuing to service the Loan and collecting the payments thereunder as LENDER would ordinarily take in the payments thereunder solely for its own account.

12. The Loan is considered in default if any scheduled payment is past due 90 days or more. In the event such default occurs, LENDER and ABAG shall consult as to a mutually agreed upon course of action to pursue in order to collect the amounts then owed under the Loan; provided, however, if LENDER and ABAG are not able to agree upon a course of action within [10 business days] after the occurrence of such event of default, then LENDER shall have the right to determine in its sole discretion, and proceed with a course of action. All costs of collecting shall be borne by LENDER. Any recovery on the Loan will go first to repay LENDER its collection costs and accrued interest due, with the balance applied proportionately between the principal balance owed to LENDER and ABAG.

13. ABAG, the members of BayREN, the California Public Utilities Commission, the Pacific Gas and Electric Company and the State of California and their respective members, officers and employees (collectively, the Indemnitees) shall not be liable to any third party as a result of any action of LENDER and shall have no obligation to reimburse any portion of any judgment, order or decree entered against LENDER. The LENDER shall protect, indemnify and hold harmless the Indemnitees from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against the Indemnitees resulting from, arising out of or relating to any action of the LENDER. This obligation shall survive any expiration or termination of this Participation Agreement.

15. LENDER makes no representations or warranties, whether expressed or implied, to ABAG as to the collectability of the Loan, the continued solvency of the BORROWER, or as to the existence, sufficiency or value of the Loan Security; or to ABAG as to the validity and enforceability of the documentation for the Loan, other than that to the extent required under applicable law, the Loan Security was (and/or will be) validly perfected or recorded and constitute a first lien or security interest on the collateral subject to such agreements. LENDER may meet the requirement regarding perfection and priority of the Loan Security through the provision of title insurance to that effect. If the Loan Security is not a first lien or security interest, such fact must be disclosed to ABAG and ABAG must consent to the making of the Loan on collateral in which the LENDER and ABAG do not have a first lien or security interest. The parties hereto further agree that ABAG shall have no interest in any other property of the BORROWER or of any co-maker, guarantor, endorser, taken as security for any other and/or

additional Loan or Loans made by LENDER, or acquired by LENDER or in any property now or hereafter in the possession or control of LENDER, which other property may indirectly secure repayment of the Loan by reason of "cross-collateralization"; except that if any such other property or the proceeds thereof is applied to the reduction of the Loan, then ABAG shall be entitled to share in such an application of payment or payments as provided herein.

16. Upon reasonable notice, LENDER will make available to ABAG, during its ordinary business hours, the BORROWER's Loan file, as it relates to the Loan, for ABAG's review.

17. Provided no default exists under the Loan, LENDER will not, without ABAG's written consent, (a) renew, extend or consent to a revision in the provisions of the Loan; (b) make or consent to any release, subordination, substitution or exchange of the Loan Security (provided that if the Loan Security is collateral in the form of accounts or inventory, then when no portion of the shared obligation is overdue or where ABAG has not otherwise instructed LENDER in writing, LENDER may permit the BORROWER to collect accounts, sell inventory and use the proceeds thereof, all in the ordinary course of the BORROWER's business); (c) sell, assign or transfer any of said Loan Security, waive any claim against the BORROWER, the guarantor, or a standby or substituted creditor in connection with the Loan; (d) cause or allow the principal of the Loan to be increased; (e) negotiate, sign, discount, endorse or guarantee any note or obligation of the BORROWER or issue any letter of credit as to the BORROWER. Such written consent from ABAG shall not be unreasonably withheld. ABAG shall be deemed to have consented in writing to any such matters if ABAG does not deliver to LENDER a written notice that it does not consent within [10 business] days following receipt of LENDER's request.

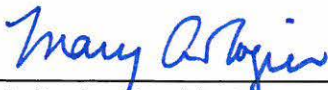
18. LENDER will notify ABAG, in writing, if the Loan is sold, and will provide ABAG with the name, mailing address and the telephone number of the buyer within thirty (30) calendar days following said sale. LENDER ensures that all terms and conditions of the Participation Agreement will flow through should a sale be completed.

19. Any amendments to this Participation Agreement shall be in writing and shall be executed by the same parties who executed the original Participation Agreement, or their successors in interest.

20. The promises, conditions, benefits and powers herein contained shall bind and inure to the respective successors of the parties. Whenever used herein, the singular number shall include the plural, the plural the singular, and the terms LENDER and ABAG will include any payee thereof, whether by operation of law or otherwise.

LENDER
By:

Association of Bay Area Governments
By:



Mary A. Rogier, President

Ezra Rapport, Executive Director

Date: 1-30-15

Date: _____

Appendix A: LENDER PROJECT APPLICATION

LENDER Information

Name of Lending Institution "LENDER"	
Address of Lending Institution	
Name of Contact at Lending Institution	
Contact Email Address	

BORROWER Information

BORROWER Name	
BORROWER Mailing Address	
Project Name (as listed on Pre-Approval Form)	
Project Address	

Loan Information

LENDER Loan Number (if known)	
ABAG Agreement Number (ABAG staff only)	
Total Loan Amount	
ABAG share of Loan ($\leq 50\%$ of the costs of Eligible Energy Improvements, and \leq the lesser of \$5,000 per unit or \$500,000 per building)	
Estimated Loan Closing Date	
Loan Term (not to exceed weighted useful life of Eligible Energy Improvements)	
Loan structured as (select one below) * final interest rate to be determined at Loan closing	
Single Loan note with blended interest rate	% (anticipated blended interest rate)*
Two Loan Notes: Note One (principal and interest) Note Two (principal only)	% (anticipated interest rate of Note One)*
Loan security (if any)	

Payment Information

Elect to have funds deposited into escrow <input type="checkbox"/>	Title Company: Title Office: Escrow Number: Escrow Officer: Phone: Fax: Email: Scheduled Closing Date:
Elect to receive paper check <input type="checkbox"/>	Payee Name Attention Address City State Zip Code

Elect to receive Automated Clearing House (ACH) electronic payment <input type="checkbox"/>	Account Name Account Number Routing/Transit Number
---	--

LENDER

By:

 Name _____

Title: _____

Date: _____

By signing, the signatory is indicating they have authority to apply to the BayREN Multifamily Capital Advance Program.

Appendix B

Loan Document(s) must include draft Note(s) with the following information and must match the information provided in the LENDER Project Application Form:

Borrower Name	<input type="checkbox"/>
Project Name and Address	<input type="checkbox"/>
Total Loan Amount	<input type="checkbox"/>
ABAG Loan Amount	<input type="checkbox"/>
Lender Interest Rate	<input type="checkbox"/>
Lender Loan Term	<input type="checkbox"/>
ABAG monthly loan installment	<input type="checkbox"/>
Loan Security (if applicable)	<input type="checkbox"/>

APPENDIX C: PRE-APPROVAL OF QUALIFIED ENERGY EFFICIENCY MEASURES

After reviewing your application for Loan with the Borrower _____ for a project at _____, the following submitted energy efficiency measures are approved to be financed in the Loan agreement with the Borrower using the sum provided by ABAG pursuant to the Participation Agreement.

1. ABAG’s share of the Loan to the Borrower (a) shall not exceed the lesser of \$5,000 per unit or \$500,000 per project and (b) shall not exceed 50% of the total Eligible Energy Improvements costs.
2. The term of the Loan shall not exceed the weighted useful life of the Eligible Energy Improvements.
3. ABAG’s share of the Loan to the Borrower shall not exceed the costs of Eligible Energy Improvements. Eligible costs include all costs associated with the design, specification, and installation of Eligible Energy Improvements less the value of any other incentives awarded to support said improvements by BayREN or other ratepayer funding.

This document serves to certify to both the Lender and Borrower that ABAG has approved the following improvements for compliance with program requirements:

Project Name:

SUMMARY OF PROJECT	Estimates		
	Therms SAVINGS	KWH SAVINGS	MMBTU SAVINGS
Totals:			

Project Cost per Bid	\$XXXX	If program has a copy of the contractor(s) bid it will be attached.
Eligible Energy Improvements Cost	\$XXXX	Portion of project for energy efficiency upgrades.
BayREN or Other Ratepayer Program Incentives (less)	\$XXXX	
Net Eligible Energy Improvements Cost	\$XXXX	
ABAG Loan Share Reserved (1)	\$	___% of Total Project Cost at 0% interest.

(1) Loan capital shall be reserved for 120 days after project approval.

The weighted useful life of this list of improvements is ___ years, which is the maximum loan term that will be subsidized by ABAG.

This document must be included in the loan package submitted by the Lender to ABAG for reimbursement of the ABAG share of the loan. This document shall be Appendix A.

Association of Bay Area Governments

By:

Name:
Title:
Date: _____

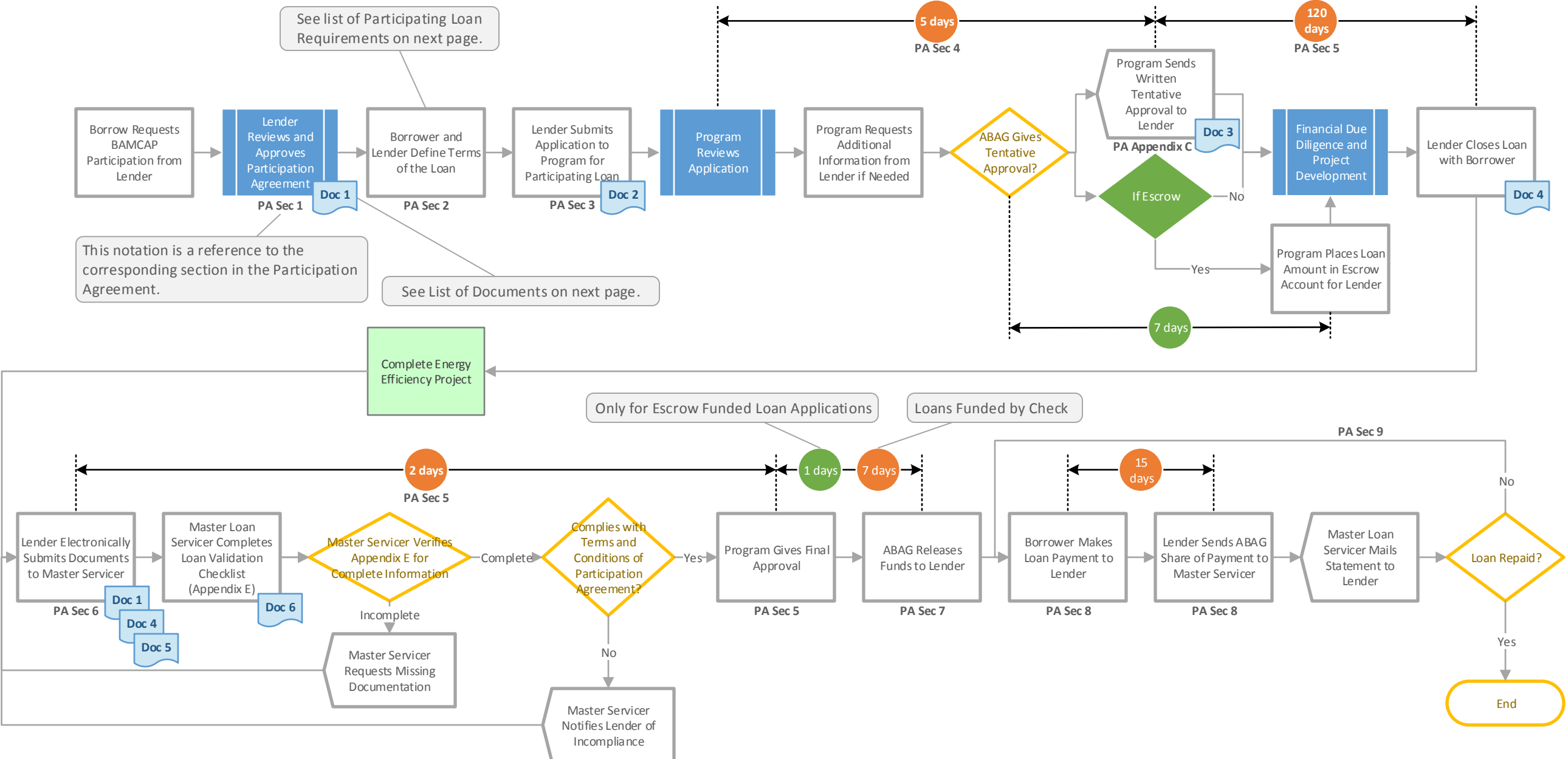
Appendix D

Data Collection

MULTIFAMILY Loan Origination and Servicing Data		
<i>Includes data collected at origination and servicing.</i>		
Field Name	Requires Lookup/Cross Reference Table?	Notes
Borrower/Loan Information		
Loan Number		
Data Date		Date of this snapshot
Loan Status	YES	Active, Charge Off, Chapter13, Payoff, Write off, BK, etc.
Date Originated		
Debt Service Coverage		
Combined Loan to Value ratio		
Original Maturity Date		Date Originated + Term
First Due Date		Due date of first payment
Note Rate		
Loan Amount		
Payment Term	YES	Monthly, Bi-Monthly, etc.
Term of Loan in Payments		Total Nbr of Pmts to Repay Loan with Interest
Payment Due Each Term		i.e., Monthly Payment
Escrow Information:		
Title Company:		
Title Office:		
Escrow Number:		
Escrow Officer:		
Phone:		
Fax:		
Email:		
Scheduled Closing Date:		
Property Information		
Installation State		
Installation City		
Installation Zip		
Loan Performance Information		
Current Balance		
Last Payment Date		
Paid Thru Date		
Next Due Date		
Reason for Delinquency	YES	
Times in 30-60 Past Due		
Times in 60-90 Past Due		
Times in 90+ Past Due		

Accrued Unpaid Interest		
Unpaid Balance with Interest		
Charge off Amount		
Charge off Unpaid Interest		
Modification Flag	YES	Type of Current Modification
Modification Start Date		
Modification Maturity Date		
Modified Balance		
Modified APR		
Modified Payment		
Modified Term		
Reason for Modification	YES	
Bankruptcy		Ever a Bankruptcy?
Charge Off Anytime		Ever a Charge Off?
Modification Anytime		Was loan ever Modified?
The data in the following section is 'range' data summarized usually by month		
Months On Book		Months since Origination
Data Start Date		Reporting Range Start
Data Stop Date		Reporting Range End
Tot Payment Received		
Total Fees		Late, NSF Etc.
Total Interest		
Total Principal		
Reimbursable Amount		Overpayment; pmt on Closed Loan
Write Off Amount		Amount written off to close loan; i.e., <\$10
Re-Opened Amount		Balance put back on books due to NSF or mis-posting, etc.
Charge Off Amount		
Ending Balance		As of Reporting Range End; 0 if closed loan
Days Delinquency		
Active Flag	TRUE/FALSE	
Charge off Flag	TRUE/FALSE	
Prepaid Amount		Applies to Loans Closed before Maturity
Percent of Term		Applies to Closed Prepays

BAMCAP Application Process- Participation Agreement



Participating Loan Requirements

- ABAG’s participating loan may be used to finance energy efficiency (EE) measure installation on multifamily properties (Eligible Energy Improvements).
- Eligible Costs include all costs associated with the design, specification, and installation of Eligible Energy Improvements less the value of any other incentives.
- ABAG’s share of the Loan shall not exceed 50% of the Eligible Costs, up to \$5,000 per unit or \$500,000, whichever is less.
- 0.0% Interest Rate on ABAG’s share of the loan.
- Term of the BAMCAP loan shall be less than or equal to the weighted average life of the Eligible Energy Improvements.
- The interest rate charged by the LENDER on its portion of the loan shall not exceed the interest rate customarily charged by the LENDER for a similarly situated BORROWER.

List of Documents

Doc 1 - Executed Participation Agreement (PDF)

Doc 2 - PA Appendix A

Doc 3 - Notice of Tentative Approval of Application (see PA Appendix C)

Doc 4 - Finalized Loan Agreement (see PA Appendix B)

Doc 5 - Data File (see PA Appendix D)

Doc 6 - Loan Validation Checklist (see PA Appendix E)

Sent via secured File Transfer System

Terms and Definitions

- “ABAG” means the Association of Bay Area Governments which is governed by a 38-member Executive Board comprised of locally elected officials based on regional population. As a joint exercise of powers agency it covers the counties of Sonoma, Napa, Solano, Marin, Contra Costa, Alameda, Santa Clara, San Mateo and the City and County of San Francisco representing more than seven million people in regional decision-making.
- “BayREN” means the San Francisco Bay Area Regional Energy Network which is an association of the following local and regional public entities in the San Francisco Bay Area: ABAG, the Counties of Contra Costa, Marin, Napa, San Mateo and Santa Clara, the City and County of San Francisco, the Energy Council (Alameda County), the Sonoma County Regional Climate Protection Authority (Sonoma) and the City of Suisun City (Solano). Led by ABAG, BayREN implements energy saving programs on a regional level and draws on the capacities of Bay Area local governments to develop and administer programs. BayREN is funded by California utility ratepayers under the auspices of the California Public Utilities Commission under a funding agreement with Pacific Gas and Electric Company.
- “PROGRAM” means the BayREN Multifamily Capital Advance Program (BAMCAP); its administrators are ABAG and the Energy Council.

Association of Bay Area Governments - Multifamily Capital Advance Financing Program Participation Agreement

Agreement by and between the **Association of Bay Area Governments (ABAG)**, a joint exercise of powers agency formed by local governments in the San Francisco Bay Area having its principal office and place of business at 101 Eighth Street, Oakland, California 96407, on behalf of the San Francisco Bay Area Regional Energy Network (BayREN), an association of local and regional public entities in the San Francisco Bay Area and Presidio Bank (LENDER), having its principal office and place of business at One Montgomery Street, Suite 2300, San Francisco, California 94104.

Whereas ABAG through its San Francisco Bay Area Regional Energy Network (BayREN) Multifamily Capital Advance Financing Program wishes to improve multifamily building owners' access to reasonable cost capital to make cost-effective energy efficiency improvements in multifamily buildings located within the BayREN area;

Whereas LENDER is a financial institution who as part of its business makes loans to owners of multifamily buildings (BORROWER) to improve their energy efficiency;

Whereas, ABAG and LENDER wish to work cooperatively to advance their respective individual and mutual interests.

DEFINITIONS

The following terms shall have meanings as defined:

"APPLICATION" means the information the LENDER and BORROWER will provide to PROGRAM administrators for approval under the Multifamily Capital Advance Financing Program. Materials within the APPLICATION will include a signed LENDER Project APPLICATION (Appendix A), and a completed check off list with corresponding documentation (Appendix B), including a list of the proposed Eligible Energy Improvements, the estimated cost-effectiveness to the BORROWER and estimated energy savings and costs for each proposed improvement. If the LENDER has not been enrolled in the PROGRAM they are to include a signed Participation Agreement.

"ABAG" means the Association of Bay Area Governments which is governed by a 38-member Executive Board comprised of locally elected officials based on regional population. As a joint exercise of powers agency it covers the counties of Sonoma, Napa, Solano, Marin, Contra Costa, Alameda, Santa Clara, San Mateo and the City and County of San Francisco representing more than seven million people in regional decision-making.

"BAMBE" means Bay Area Multifamily Building Enhancements, a program within the BayREN, which offers cash rebates and free energy consulting for multifamily properties that undertake energy upgrades. The program assists in planning energy saving improvements designed to save a building's energy usage and provides incentives in rebates to help pay for the upgrade. The program is open to multifamily buildings with five or more attached dwelling units in the Bay Area.

"BayREN" means the San Francisco Bay Area Regional Energy Network which is an association of the following local and regional public entities in the San Francisco Bay Area: ABAG, the Counties of Contra Costa, Marin, Napa, San Mateo and Santa Clara, the City and County of San Francisco, the Energy Council (Alameda County), the Sonoma County Regional Climate Protection Authority (Sonoma) and the City of Suisun City (Solano). Led by ABAG, BayREN implements energy saving programs on a regional level and draws on the capacities of Bay Area local governments to develop and administer programs. BayREN is funded by California utility ratepayers under the auspices of the California Public Utilities Commission under a funding agreement with Pacific Gas and Electric Company.

“BORROWER” means a person or business entity that has applied, met specific requirements, and received a monetary loan from the LENDER to install Eligible Energy Improvements on a five (5) or more unit property. The BORROWER initiating the request signs a promissory note agreeing to pay the Lender back during a specified timeframe for the entire loan amount plus any additional fees. The BORROWER is legally responsible for repayment of the loan and is subject to any penalties for not repaying the loan back based on the lending terms agreed upon.

“Eligible Energy Improvements” means any energy efficiency improvements that are accepted by the BAMBE Program or by the PG&E Energy Upgrade California Multifamily Path Program, as they may be amended from time to time.

“LENDER” means an organization that is a financial institution authorized by federal or State law to operate in the State of California and is any of the types of entities listed under section 1.

“Loan” means a loan made to a Borrower by Lender in which ABAG is a participant as described in section 2 of this Participation Agreement.

“Loan Security” means the deed of trust securing the Loan made to the Borrower and recorded against the property for which the Loan is made.

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“SERVICING AGREEMENT” means the loan servicing agreement between ABAG and Master Loan Servicer.

Now, therefore, in consideration of the promises and mutual covenants and agreements hereinafter set forth, the parties do hereby agree as follows:

1. By signing this Participation Agreement, LENDER certifies that it meets the following definition of a “LENDER”:

An organization that is a financial institution authorized by Federal or State law to operate in the State of California and is any of the following:

- Credit union insured by the National Credit Union Administration
- Community Development Financial Institution (CDFI)
- Commercial bank
- Trust company
- Savings bank
- Savings and loan association
- Foreign bank credit union
- Leasing subsidiary of a bank holding company or a leasing company owned by an eligible LENDER

2. (a) ABAG agrees to provide a sum, as described below, towards a Loan made by LENDER and a BORROWER for Eligible Energy Improvements to multifamily building(s) located within the ABAG region and has an Application approved by ABAG. The Loan may also fund other improvements.

(b) The sum provided by ABAG pursuant to this Participation Agreement evidences a sale of a percentage ownership in the Loan and Loan Security under the PROGRAM and shall in no way be construed as an extension of credit by ABAG to LENDER.

(c) ABAG's percentage ownership in the approved Loan (i) shall not exceed fifty (50) percent of the total sum advanced to BORROWER under the Loan for Eligible Energy Improvements, as identified in Appendix C, and (ii) shall not exceed the lesser of \$5,000 per unit or \$500,000 per building.

(d) ABAG's share of the sum advanced shall bear zero (0) percent interest to the BORROWER, and shall be repaid at zero (0) percent interest by LENDER, as described below.

(e) The interest rate charged by the LENDER on its portion of the loan shall not exceed the interest rate customarily charged by the LENDER for a similarly situated BORROWER.

3. LENDER shall submit an APPLICATION to ABAG for approval of a payment of a proposed sum in section 2 above for a proposed Loan between LENDER and BORROWER in the form set forth in Appendix A or in one more instruments substantially in the form of the instruments attached as Appendix B and include a list of the proposed Eligible Energy Improvements, the estimated cost-effectiveness to the BORROWER and estimated energy savings and costs for each proposed improvement. LENDER may submit APPLICATIONS for Loans for different BORROWERS under this Participation Agreement. Each APPLICATION will be retained in the same file as the Participation Agreement.

4. ABAG, or its designee, shall review the proposed APPLICATION by LENDER and provide tentative written approval or denial to LENDER within five (5) business days from the date of receipt of a full APPLICATION (a full APPLICATION includes all of the information noted in section 3 above and in the appendices.). ABAG or designee may seek additional information from LENDER on the project or Loan during this period to assist ABAG in making its decision. The tentative approval of ABAG of an APPLICATION by LENDER for the payment of a sum toward the Loan set forth in section 2 above shall require the LENDER to ensure that the Loan agreement to be signed between LENDER and BORROWER is in compliance with all of the terms and requirements of this Participation Agreement and the tentatively approved APPLICATION including the list of Eligible Energy Improvements set forth in Appendix C.

5. Within 120 days of the date of a written tentative approval of an APPLICATION to LENDER the LENDER will close the Loan with BORROWER. The LENDER will electronically transmit to the Master Loan Servicer a copy of the finalized Loan in PDF format, a copy of this executed Participation Agreement in PDF format and a data file as shown in Appendix D containing information on the Loan in a format prescribed by the Master Loan Servicer, which will be transmitted on a scheduled day of each week as prescribed by the Master Loan Servicer. If LENDER has chosen to have the Loan funded through escrow, the scheduled closing date in Appendix D must be at least [72 hours after LENDER transmitted a copy of the finalized loan to the Master Loan Servicer] and the escrow instructions must require Master Loan Servicer's completion of the Loan Validation Checklist (the form of which is attached as Appendix E) of the finalized loan before the funds for ABAG's share of the loan is released. The Master Loan Servicer shall review the data file and finalized Loan document for completeness and compliance with the Loan Validation Checklist. The Master Loan Servicer shall notify LENDER promptly if Master Loan Servicer determines that any data is missing or needed in order to release funds to purchase ABAG's share of the Loan to the LENDER or if the Loan participation is rejected for failure to comply with the terms and conditions of this Participation Agreement. ABAG shall complete its review and provide its decision regarding Final Approval within 48 hours of the Master Loan Servicer's receipt from LENDER.

6. The LENDER shall send an electronic copy (PDF format) of the LENDER's closed Loan with the BORROWER to the Master Loan Servicer by means of a secure file transfer system agreed upon by LENDER and Master Loan Servicer.

7. ABAG shall transfer to LENDER the payment for ABAG's share of the Loan based upon the payment instructions as noted in Appendix A provided by LENDER above. If payment is to be made by deposit into escrow, then payment shall be transmitted into escrow within seven (7) days the tentative written approval under section 4. If payment is to be made by check or electronic transfer, it must be completed within seven (7) days of receipt of Final Approval from the Master Loan Servicer.

8. LENDER shall remit payments to ABAG through its Master Loan Servicer. Payments shall be due no later than 15 days after the date due from BORROWER. The Master Loan Servicer shall mail a statement to the LENDER in advance of each scheduled payment due date and provide instructions for such payment. If there is a change in the Master Loan Servicer, LENDER shall be notified in writing by ABAG.

9. LENDER shall repay ABAG's pro rata share of the Loan in consecutive equal monthly installments in each month during which the BORROWER has made a scheduled payment under the Loan, but shall not be obligated to make payment to ABAG if no payment is received from the BORROWER. In the event that BORROWER prepays any amount due under the Loan, the prepayment amount shall be applied, on a pro rata basis determined by the percentage ownership in the Loan, to the outstanding balances of both ABAG and LENDER shares of the Loan.

10. LENDER certifies that the ABAG portion of the Loan is a new Loan.

11. LENDER will exercise the same degree of care and discretion in continuing to service the Loan and collecting the payments thereunder as LENDER would ordinarily take in the payments thereunder solely for its own account.

12. The Loan is considered in default if any scheduled payment is past due 90 days or more. In the event such default occurs, LENDER and ABAG shall consult as to a mutually agreed upon course of action to pursue in order to collect the amounts then owed under the Loan. All costs of collecting shall be borne by LENDER. Any recovery on the Loan will go first to repay LENDER its collection costs and accrued interest due, with the balance applied proportionately between the principal balance owed to LENDER and ABAG.

13. ABAG, the members of BayREN, the California Public Utilities Commission, the Pacific Gas and Electric Company and the State of California and their respective members, officers and employees (collectively, the Indemnitees) shall not be liable to any third party as a result of any action of LENDER and shall have no obligation to reimburse any portion of any judgment, order or decree entered against LENDER. The LENDER shall protect, indemnify and hold harmless the Indemnitees from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against the Indemnitees resulting from, arising out of or relating to any action of the LENDER. This obligation shall survive any expiration or termination of this Participation Agreement.

15. LENDER makes no representations or warranties, whether expressed or implied, to ABAG as to the collectability of the Loan, the continued solvency of the BORROWER, or as to the existence, sufficiency or value of the Loan Security; or to ABAG as to the validity and enforceability of the documentation for the Loan, other than that to the extent required under applicable law, the Loan Security was (and/or will be) validly perfected or recorded and constitute a first lien or security interest on the collateral subject to such agreements. LENDER may meet the requirement regarding perfection and priority of the Loan Security through the provision of title insurance to that effect. If the Loan Security is not a first lien or security interest, such fact must be disclosed to ABAG and ABAG must consent to the making of the Loan on collateral in which the LENDER and ABAG do not have a first lien or security interest. The parties hereto further agree that ABAG shall have no interest in any other property of the BORROWER or of any co-maker, guarantor, endorser, taken as security for any other and/or additional Loan or Loans made by LENDER, or acquired by LENDER or in any property now or hereafter in the possession or control of LENDER, which other property may indirectly secure repayment of the Loan by reason of "cross-collateralization"; except that if any such other property or the proceeds thereof is applied to the

reduction of the Loan, then ABAG shall be entitled to share in such an application of payment or payments as provided herein.

16. Upon reasonable notice, LENDER will make available to ABAG, during its ordinary business hours, the BORROWER's Loan file, as it relates to the Loan, for ABAG's review.

17. Provided no default exists under the Loan, LENDER will not, without ABAG's written consent, (a) renew, extend or consent to a revision in the provisions of the Loan; (b) make or consent to any release, subordination, substitution or exchange of the Loan Security (provided that if the Loan Security is collateral in the form of accounts or inventory, then when no portion of the shared obligation is overdue or where ABAG has not otherwise instructed LENDER in writing, LENDER may permit the BORROWER to collect accounts, sell inventory and use the proceeds thereof, all in the ordinary course of the BORROWER's business); (c) sell, assign or transfer any of said Loan Security, waive any claim against the BORROWER, the guarantor, or a standby or substituted creditor in connection with the Loan; (d) cause or allow the principal of the Loan to be increased; (e) negotiate, sign, discount, endorse or guarantee any note or obligation of the BORROWER or issue any letter of credit as to the BORROWER. Such written consent from ABAG shall not be unreasonably withheld.

18. LENDER will notify ABAG, in writing, if the Loan is sold, and will provide ABAG with the name, mailing address and the telephone number of the buyer within thirty (30) calendar days following said sale. LENDER ensures that all terms and conditions of the Participation Agreement will flow through should a sale be completed.

19. Any amendments to this Participation Agreement shall be in writing and shall be executed by the same parties who executed the original Participation Agreement, or their successors in interest.

20. The promises, conditions, benefits and powers herein contained shall bind and inure to the respective successors of the parties. Whenever used herein, the singular number shall include the plural, the plural the singular, and the terms LENDER and ABAG will include any payee thereof, whether by operation of law or otherwise.

LENDER

By:

Mary Leonard-Wilson
Mary Leonard-Wilson
Title: EVP/Chief Credit Officer
Date: September 12, 2014

Association of Bay Area Governments

By:

Ezra Rapport
Ezra Rapport, Executive Director

Date:

9/25/14

Appendix A: LENDER PROJECT APPLICATION

LENDER Information

Name of Lending Institution "LENDER"	Presidio Bank
Address of Lending Institution	U.S. Mail: One Montgomery St., Suite 2300, San Francisco, CA 94104; Physical location, for courier or overnight mail delivery: 120 Kearny St., Suite 2300, San Francisco, CA 94108
Name of Contact at Lending Institution	Mary Leonard-Wilson, EVP/CCO; Lisa Zuffi, SVP/RM
Contact Email Address	mleonard@presidiobank.com; lzuffi@presidiobank.com

BORROWER Information

BORROWER Name	
BORROWER Mailing Address	
Project Name (as listed on Pre-Approval Form)	
Project Address	

Loan Information

LENDER Loan Number (if known)	
ABAG Agreement Number (ABAG staff only)	
Total Loan Amount	
ABAG share of Loan ($\leq 50\%$ of the costs of Eligible Energy Improvements, and \leq the lesser of \$5,000 per unit or \$500,000 per building)	
Estimated Loan Closing Date	
Loan Term (not to exceed weighted useful life of Eligible Energy Improvements)	
Loan structured as (select one below) * final interest rate to be determined at Loan closing	
Single Loan note with blended interest rate	% (anticipated blended interest rate)*
Two Loan Notes: Note One (principal and interest) Note Two (principal only)	% (anticipated interest rate of Note One)*
Loan security (if any)	

Payment Information

Elect to have funds deposited into escrow <input type="checkbox"/>	Title Company: Title Office: Escrow Number: Escrow Officer: Phone: Fax: Email: Scheduled Closing Date:
Elect to receive paper check <input type="checkbox"/>	Payee Name Attention

	Address												
Elect to receive Automated Clearing House (ACH) electronic payment <input type="checkbox"/>	<table border="0"> <tr> <td data-bbox="812 289 1055 325">City</td> <td data-bbox="1055 289 1299 325">State</td> <td data-bbox="1299 289 1533 325">Zip Code</td> </tr> <tr> <td colspan="3" data-bbox="812 325 1533 378">Account Name</td> </tr> <tr> <td colspan="3" data-bbox="812 378 1533 430">Account Number</td> </tr> <tr> <td colspan="3" data-bbox="812 430 1533 493">Routing/Transit Number</td> </tr> </table>	City	State	Zip Code	Account Name			Account Number			Routing/Transit Number		
City	State	Zip Code											
Account Name													
Account Number													
Routing/Transit Number													

LENDER

By:

Name:

Title: _____

Date: _____

By signing, the signatory is indicating they have authority to apply to the BayREN Multifamily Capital Advance Program.

Appendix B

Loan Document(s) must include draft Note(s) with the following information and must match the information provided in the LENDER Project Application Form:

Borrower Name	<input type="checkbox"/>
Project Name and Address	<input type="checkbox"/>
Total Loan Amount	<input type="checkbox"/>
ABAG Loan Amount	<input type="checkbox"/>
Lender Interest Rate	<input type="checkbox"/>
Lender Loan Term	<input type="checkbox"/>
ABAG monthly loan installment	<input type="checkbox"/>
Loan Security (if applicable)	<input type="checkbox"/>

APPENDIX C: PRE-APPROVAL OF QUALIFIED ENERGY EFFICIENCY MEASURES

After reviewing your application for Loan with the Borrower _____ for a project at _____, the following submitted energy efficiency measures are approved to be financed in the Loan agreement with the Borrower using the sum provided by ABAG pursuant to the Participation Agreement.

1. ABAG's share of the Loan to the Borrower (a) shall not exceed the lesser of \$5,000 per unit or \$500,000 per project and (b) shall not exceed 50% of the total Eligible Energy Improvements costs.
2. The term of the Loan shall not exceed the weighted useful life of the Eligible Energy Improvements.
3. ABAG's share of the Loan to the Borrower shall not exceed the costs of Eligible Energy Improvements. Eligible costs include all costs associated with the design, specification, and installation of Eligible Energy Improvements less the value of any other incentives awarded to support said improvements by BayREN or other ratepayer funding.

This document serves to certify to both the Lender and Borrower that ABAG has approved the following improvements for compliance with program requirements:

Project Name:

SUMMARY OF PROJECT	Estimates		
	Therms SAVINGS	KWH SAVINGS	MMBTU SAVINGS
Totals:			

Project Cost per Bid	\$XXXX	If program has a copy of the contractor(s) bid it will be attached.
Eligible Energy Improvements Cost	\$XXXX	Portion of project for energy efficiency upgrades.
BayREN or Other Ratepayer Program Incentives (less)	\$XXXX	
Net Eligible Energy Improvements Cost	\$XXXX	
ABAG Loan Share Reserved (1)	\$	____% of Total Project Cost at 0% interest.

(1) Loan capital shall be reserved for 120 days after project approval.

The weighted useful life of this list of improvements is ____ years, which is the maximum loan term that will be subsidized by ABAG.

This document must be included in the loan package submitted by the Lender to ABAG for reimbursement of the ABAG share of the loan. This document shall be Appendix A.

Association of Bay Area Governments

By:

XXXXX

Title

Date: _____

Appendix D

Data Collection

MULTIFAMILY Loan Origination and Servicing Data		
<i>Includes data collected at origination and servicing.</i>		
Field Name	Requires Lookup/Cross Reference Table?	Notes
Borrower/Loan Information		
Loan Number		
Data Date		Date of this snapshot
Loan Status	YES	Active, Charge Off, Chapter13, Payoff, Write off, BK, etc.
Date Originated		
Debt Service Coverage		
Combined Loan to Value ratio		
Original Maturity Date		Date Originated + Term
First Due Date		Due date of first payment
Note Rate		
Loan Amount		
Payment Term	YES	Monthly, Bi-Monthly, etc.
Term of Loan in Payments		Total Nbr of Pmts to Repay Loan with Interest
Payment Due Each Term		i.e., Monthly Payment
Escrow Information:		
Title Company:		
Title Office:		
Escrow Number:		
Escrow Officer:		
Phone:		
Fax:		
Email:		
Scheduled Closing Date:		
Property Information		
Installation State		
Installation City		
Installation Zip		
Loan Performance Information		
Current Balance		
Last Payment Date		
Paid Thru Date		
Next Due Date		
Reason for Delinquency	YES	
Times in 30-60 Past Due		
Times in 60-90 Past Due		
Times in 90+ Past Due		

Accrued Unpaid Interest		
Unpaid Balance with Interest		
Charge off Amount		
Charge off Unpaid Interest		
Modification Flag	YES	Type of Current Modification
Modification Start Date		
Modification Maturity Date		
Modified Balance		
Modified APR		
Modified Payment		
Modified Term		
Reason for Modification	YES	
Bankruptcy		Ever a Bankruptcy?
Charge Off Anytime		Ever a Charge Off?
Modification Anytime		Was loan ever Modified?
The data in the following section is 'range' data summarized usually by month		
Months On Book		Months since Origination
Data Start Date		Reporting Range Start
Data Stop Date		Reporting Range End
Tot Payment Received		
Total Fees		Late, NSF Etc.
Total Interest		
Total Principal		
Reimbursable Amount		Overpayment; pmt on Closed Loan
Write Off Amount		Amount written off to close loan; i.e., <\$10
Re-Opened Amount		Balance put back on books due to NSF or mis-posting, etc.
Charge Off Amount		
Ending Balance		As of Reporting Range End; 0 if closed loan
Days Delinquency		
Active Flag	TRUE/FALSE	
Charge off Flag	TRUE/FALSE	
Prepaid Amount		Applies to Loans Closed before Maturity
Percent of Term		Applies to Closed Prepays

Master Participation Agreement

This Master Participation Agreement (this “**Agreement**” or “**Participation Agreement**”) dated as of November ____, 2015 by and between the **Association of Bay Area Governments (“ABAG”)**, a joint exercise of powers agency formed by local governments in the San Francisco Bay Area having its principal office and place of business at 101 Eighth Street, Oakland, California 96407, on behalf of BayREN (as defined herein), an association of local and regional public entities in the San Francisco Bay Area and **Banco Popular North America (“LENDER”)**, a New York state chartered commercial bank, having its principal office and place of business at 11 West 51st Street, New York, NY 10019.

RECITALS

WHEREAS, ABAG through its BayREN Multifamily Capital Advance Financing Program wishes to improve multifamily building owners’ access to reasonable cost capital to make cost-effective energy efficiency improvements in multifamily buildings located within the BayREN area.

WHEREAS, LENDER is a financial institution who as part of its business makes Loans (as defined herein) to certain BORROWERS (as defined herein) to improve their energy efficiency.

WHEREAS, ABAG and LENDER wish to work cooperatively to advance their respective individual and mutual interests.

WHEREAS, LENDER may submit APPLICATIONS (as defined herein) for Loans for different BORROWERS under this Participation Agreement to ABAG for its consideration.

WHEREAS, ABAG may accept assignments of Participation Interests (as defined herein) in the Loans upon the terms and conditions stated herein and in the Assignment and Acceptance of Participation Interest (the “**Joinder**”) to be executed between ABAG and LENDER substantially in the form of Exhibit “A” hereto in order to evidence ABAG’s purchase and ownership of such interest.

DEFINITIONS

The following terms shall have meanings as defined:

“**ABAG**” means the Association of Bay Area Governments which is governed by a 38-member Executive Board comprised of locally elected officials based on regional population. As a joint exercise of powers agency it covers the counties of Sonoma, Napa, Solano, Marin, Contra Costa, Alameda, Santa Clara, San Mateo and the City and County of San Francisco representing more than seven million people in regional decision-making.

“**APPLICATION**” means the application that LENDER will provide to ABAG for approval under the Multifamily Capital Advance Financing Program, which application shall include the following information: a signed LENDER Project APPLICATION (Appendix A), and a completed check off list with corresponding documentation (Appendix B), including a list of the proposed Eligible Energy Improvements, the estimated cost-effectiveness to the BORROWER and estimated energy savings and costs for each proposed improvement.

“**BAMBE**” means Bay Area Multifamily Building Enhancements, a program within the BayREN, which offers cash rebates and free energy consulting for multifamily properties that undertake energy upgrades. The program assists in planning energy saving improvements designed to save a building’s energy usage and provides incentives in rebates to help pay for the upgrade. The program is open to multifamily buildings with fifteen (15) or more attached dwelling units in the Bay Area.

"BayREN" means the San Francisco Bay Area Regional Energy Network which is an association of the following local and regional public entities in the San Francisco Bay Area: ABAG, the Counties of Contra Costa, Marin, Napa, San Mateo and Santa Clara, the City and County of San Francisco, the Energy Council (as defined herein) (Alameda County), the Sonoma County Regional Climate Protection Authority (Sonoma) and the City of Suisun City (Solano). Led by ABAG, BayREN implements energy saving programs on a regional level and draws on the capacities of Bay Area local governments to develop and administer programs. BayREN is funded by California utility ratepayers under the auspices of the California Public Utilities Commission under a funding agreement with Pacific Gas and Electric Company.

"BORROWER" means a homeowner's association that has applied, met specific requirements, and received a monetary loan from the LENDER to install Eligible Energy Improvements on a fifteen (15) or more unit property. The BORROWER initiating the request signs secured promissory notes agreeing to pay the LENDER back during a specified timeframe for the entire Loan amount plus any additional fees. The BORROWER is legally responsible for repayment of the Loan and is subject to any penalties for not repaying the Loan back based on the lending terms agreed upon.

"Eligible Energy Improvements" means any energy efficiency improvements that are accepted by the BAMBE Program or by the PG&E Energy Upgrade California Multifamily Path Program, as they may be amended from time to time.

"Energy Council" means a joint exercise of powers agency whose members are the the County of Alameda and the cities of Alameda, Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Newark, Oakland, Piedmont, San Leandro and Union City and whose governing board is comprised on one representative from each member.

"Loan" means any loan made to a BORROWER by LENDER in which ABAG may be offered a Participation Interest for its consideration.

"Loan Security" means the collateral assignment of assessments and lien rights securing the Loan made to the BORROWER and recorded against the property for which the Loan is made.

"Master Loan Processor" means the entity contracted by ABAG pursuant to a Processing Agreement (as defined herein) to perform loan validation, collection and processing functions, including but not limited to review of Loan Documents (as defined herein), completion of loan validation checklists and exception reports, obligor billing, payment processing, and file maintenance.

"Participation Loan" means a Loan made to a BORROWER by LENDER in which ABAG is a participant and has purchased Participation Interests as described in this Participation Agreement.

"PROCESSING AGREEMENT" means the loan processing agreement between ABAG and Master Loan Processor.

"PROGRAM" means the BayREN Multifamily Capital Advance Program; its administrators are ABAG and the Energy Council.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Participation Interest. Subject to the terms and conditions of this Agreement, LENDER may sell and assign to ABAG, and ABAG may purchase and accept from the LENDER, from time to time, a proportional interest in the Loans upon the terms and conditions stated herein (each a "**Participation Interest**"), in the percentage shown on **Item 6.H., Participating Agreements** 2

the Joinder. Each sale of a Participation Interest to ABAG under this Agreement shall be made by LENDER "as-is" without recourse, representation or warranty of any kind, either expressed or implied, except as may otherwise be expressly contained herein.

2. Payment Matters and Limitations as to Participation.

- (a) ABAG agrees to provide a sum, as described below, towards a Loan made by LENDER and a BORROWER for Eligible Energy Improvements to multifamily building(s) located within the ABAG region and has an APPLICATION approved by ABAG.
- (b) The sum provided by ABAG pursuant to this Participation Agreement evidences a sale of a percentage ownership in the Loan under the PROGRAM and shall in no way be construed as an extension of credit by ABAG to LENDER or BORROWER. The relationship between LENDER and ABAG is and shall be that of a seller and purchaser of a Participation Interest in a particular Loan, and not a fiduciary, partnership, joint venture, tenancy-in-common, joint tenancy or creditor-debtor relationship.
- (c) ABAG's percentage ownership in the Participation Loan (i) shall not exceed fifty percent (50%) of the total sum advanced to BORROWER under the Participation Loan for Eligible Energy Improvements, as identified in Appendix C, and (ii) shall not exceed the lesser of \$5,000 per unit or \$500,000 per building.
- (d) ABAG's share of the sum advanced shall bear zero percent (0%) interest to the BORROWER, and shall be repaid at zero percent (0%) interest by LENDER, as described below.
- (e) The interest rate charged by the LENDER on its portion of any Loan shall not exceed the interest rate customarily charged by the LENDER for a similarly situated BORROWER.

3. Application. With respect to each Loan, LENDER shall submit an APPLICATION to ABAG for approval of a payment of a proposed sum in Section 2 above for a proposed Loan between LENDER and BORROWER in the form set forth in Appendix A together with a list of the proposed loan documents evidencing the Loan set forth in Appendix B (collectively, the "**Loan Documents**") and include a list of the proposed Eligible Energy Improvements, the estimated cost-effectiveness to the BORROWER and estimated energy savings and costs for each proposed improvement. LENDER may submit APPLICATIONS for Loans for different BORROWERS under this Participation Agreement, and LENDER and ABAG agree to maintain commercially reasonable records of all APPLICATIONS. LENDER's submittal of an APPLICATION to ABAG hereunder shall be deemed to be a solicitation by LENDER for ABAG to purchase a Participation Interest with respect to such Loan hereunder.

4. Approval Process. Following submittal of an APPLICATION to ABAG pursuant to Section 3, ABAG shall review the proposed APPLICATION by LENDER and provide written approval or denial to LENDER within five (5) business days from the date of receipt of a full APPLICATION (a full APPLICATION includes all of the information noted in Section 3 above and in the appendices). ABAG may seek additional information from LENDER on the project or Loan during this period to assist ABAG in making its decision as to whether ABAG will approve or deny any APPLICATION. During this approval process, Master Loan Processor may request from LENDER any data or other item that may be missing or needed by ABAG in order to review the proposed APPLICATION with respect to ABAG's proposed purchase of a Participation Interest.

5. Conditions Precedent as to Participation. The purchase of a Participation Interest in any Loan by ABAG hereunder and the respective obligations of LENDER and ABAG in connection with such participation shall be subject to the following conditions precedent (collectively, the "**Conditions Precedent**"). Once all Conditions Precedent have been met, the Loan will be deemed approved by ABAG and LENDER is authorized to make the Loan:

- (a) LENDER shall have received from ABAG the Purchase Price (as defined herein) in accordance with Section 7.

- (b) Within one hundred twenty (120) days of the date of a written approval of an APPLICATION to LENDER the LENDER shall have closed the Loan with BORROWER; provided, however, that in the event that the Loan does not close within the foregoing one hundred twenty (120) day period, any sums held in escrow for such Loan shall be promptly returned to ABAG.
- (c) Prior to the Loan closing, the LENDER shall have electronically transmitted to the Master Loan Processor a copy of (i) the executed commitment letter and final draft Loan Documents, and (ii) a data file as shown in Appendix D containing information on the Loan in a format reasonably prescribed by the Master Loan Processor (collectively, the **"Finalized Loan Package"**).
- (d) The scheduled closing date of the Loan in Appendix D must be at least 72 hours after LENDER transmitted a copy of the Finalized Loan Package to the Master Loan Processor and the escrow instructions must require Master Loan Processor's completion of the loan validation checklist in the form attached as Appendix E (the **"Loan Validation Checklist"**) of the finalized Loan before the Purchase Price for ABAG's share of the Loan and related fees are released.
- (e) The Master Loan Processor shall have reviewed the data file and finalized the Loan Documents for completeness and compliance with the Loan Validation Checklist and authorized release of the Purchase Price for ABAG's share of the Loan and related fees to LENDER.
- (f) ABAG shall have executed the Joinder attached hereto as Exhibit "A" and delivered same to Lender at least ten (10) days prior to Loan closing; each such Joinder, once so executed and accepted, shall be deemed a part of this Agreement.

6. Deliveries After Loan Closing and Participation. Promptly following satisfaction of the Conditions Precedent and the closing of any Loan, such Loan shall be deemed a Participation Loan hereunder and the LENDER shall (i) send an electronic copy (PDF format) of the LENDER's closed Participation Loan with the BORROWER to the Master Loan Processor by means of a secure file transfer system agreed upon by LENDER and Master Loan Processor, (ii) send a fully executed copy of the Joinder to ABAG confirming ABAG's Participation Interest as to the particular Participation Loan, and (iii) include the Participation Loan information and ABAG's participation therein in an updated schedule of loans in the form attached hereto as Exhibit "B" (the "Schedule of Loans"), which updated Schedule of Loans shall be deemed a part of this Participation Agreement.

7. Loan Fees. In connection with ABAG's participation in any Participation Loans, the following loan fees shall apply: (i) ABAG acknowledges that BORROWER shall be required to pay to LENDER at the time of the closing of each Participation Loan, Five Hundred and No/100 (\$500.00) Dollars as a loan fee relating to the participation; and (ii) within five (5) business days after ABAG's written approval as to any Finalized Loan Packet, ABAG shall wire transfer to LENDER to be held in escrow for the applicable Loan the payment of the purchase price for ABAG's share of the Loan based upon the payment instructions as noted in Appendix A provided by LENDER above (the **"Purchase Price"**).

8. Payments to ABAG. LENDER shall remit payments to ABAG through its Master Loan Processor. Payments shall be due no later than fifteen (15) days after the date due from BORROWER under the Loan Documents evidencing each Participation Loan. The Master Loan Processor shall mail a statement to the LENDER in advance of each scheduled payment due date and provide instructions for such payment for each Participation Loan. LENDER shall repay ABAG's pro rata share of the Participation Loan in consecutive equal monthly installments in each month during which the BORROWER has made a scheduled payment under such Participation Loan, but shall not be obligated to make payment to ABAG if no payment is received from the BORROWER. In the event that BORROWER prepays any amount due under the Participation Loan, the prepayment amount shall be applied, on a pro rata basis determined by the percentage ownership in the Participation Loan, to the outstanding balances of both ABAG and LENDER shares of the Participation Loan. If there is a change in the Master Loan Processor, LENDER shall be notified in writing by ABAG. Notwithstanding anything to the contrary contained herein,

9. Limitation on Payments to ABAG. To the extent that any commitment or loan fee is received by LENDER with respect to any Participation Loan, LENDER shall have no obligation to remit any portion of such commitment or

loan fee to ABAG. Notwithstanding anything to the contrary contained herein, to the extent that any prepayment fee or similar fee is received by LENDER with respect to any Participation Loan, LENDER shall have no obligation to remit any portion of such prepayment fee or similar fee to ABAG.

10. Loan. LENDER and ABAG acknowledge and agree that the ABAG portion of the Participation Loan may be a new loan, refinance or modification of an existing Loan.

11. Lender's Discretion. LENDER will exercise the same degree of care and discretion in continuing to service each Participation Loan and collecting the payments thereunder as LENDER would ordinarily take in the payments thereunder solely for its own account.

12. Default. BORROWER shall be legally responsible for repayment of all Loans, including any Participation Loan hereunder, and shall be subject to any penalties for not repaying the Loan or failing to comply with the terms and conditions of the Loan Documents. In the event that a default occurs under the Loan Documents with respect to any Participation Loan (an "**Event of Default**") as reasonably determined by LENDER, LENDER may, in its sole discretion and without the consent of ABAG, (i) amend, modify, waive or release any of the terms of the Loan Documents, (ii) grant or withhold consents and approvals requested by BORROWER, and (iii) exercise or refrain from exercising any powers, rights or remedies that it may have under or with respect to the Participation Loan and the Loan Documents, including, without limitation, any right to give notice to BORROWER of any Event of Default, to accelerate any indebtedness, to foreclose, replevy, appoint a receiver, or otherwise take possession of the Loan Security, as applicable, to make protective advances to protect or preserve the Loan Documents or to take such action as may be necessary or advisable in order to perfect, secure or take possession of the Loan Security. In the event that following an Event of Default, LENDER and ABAG mutually determine that the appointment of a receiver is in the best interest of the parties, then LENDER and ABAG shall cooperate in good faith and use commercially reasonable efforts to appoint such receiver. Subject to ABAG's agreement to reimburse LENDER under Section 13 hereof, all costs of collecting shall be initially borne by LENDER. Any recovery on the Participation Loan will go first to repay LENDER its collection costs, second to pay any applicable loans fees to LENDER, and third to any and accrued interest due, and fourth applied proportionately between the principal balance owed to LENDER and ABAG. Notwithstanding the foregoing, LENDER and ABAG agree that in the event that funds are received by LENDER from BORROWER in repayment of any Participation Loan, then LENDER shall remit the applicable portion of such funds to ABAG with respect to such Participation Loan in accordance with ABAG's Participation Interest. Further notwithstanding anything to the contrary contained herein, ABAG and LENDER agree and acknowledge that ABAG shall not be in privity with BORROWER and ABAG shall have no interest in any Loan Security serving as collateral for any Participation Loan.

13. Nonliability. None of ABAG, the members of BayREN, the California Public Utilities Commission, the Pacific Gas and Electric Company, the State of California or LENDER or their respective members, officers, directors, employees or agents (each, an "**Interested Person**") shall be liable to any third party as a result of any action of an Interested Person and shall have no obligation to reimburse any portion of any judgment, order or decree entered in favor of a third party against an Interested Person. ABAG agrees to reimburse Lender ABAG's pro rata share of any costs incurred by Lender to defend, enforce and/or collect on any matters or actions relating to the Loan Documents or related documents less any amounts repaid to LENDER under Section 12.

14. No Representation by Lender. LENDER makes no representations or warranties, whether expressed or implied, to ABAG as to the collectability of any of the Loans, including any Participation Loan, the solvency of any BORROWER, or as to the existence, sufficiency or value of the Loan Security; or to ABAG as to the validity and enforceability of the documentation for any Loan, including any Participation Loan, other than that to the extent required under applicable law, the Loan Security was (and/or will be) validly perfected or recorded and constitute a first lien or security interest on the Loan Security subject to such agreements. LENDER may meet the requirement regarding perfection and priority of the Loan Security through the provision of title insurance to that effect. The parties hereto further agree that ABAG shall have no interest in any Loan Security nor any other property of the

BORROWER or of any co-maker, guarantor, endorser, taken as security for any other and/or additional Loan or Loans, including any Participation Loans, made by LENDER, or acquired by LENDER or in any property now or hereafter in the possession or control of LENDER, which other property may indirectly secure repayment of any Loan, including any Participation Loan, by reason of "cross-collateralization"; except that if any such other property or the proceeds thereof is applied to the reduction of any Participation Loan, then ABAG shall be entitled to share in such an application of payment or payments as provided herein. LENDER does not make any representations or warranties, and assumes no responsibility with respect to the legality, sufficiency, validity, enforceability, priority or collectability of the Loan Security for any Loan, including any Participation Loan hereunder. LENDER makes no representations or warranties and further does not assume any responsibility for the financial condition of BORROWER, for the performance of any obligations of BORROWER, or for the value or condition of any Loan Security for the obligations of BORROWER under the Loan Documents for any Loan, including any Participation Loan.

15. Representation and Warranties of ABAG; No Reliance; Risk of Loss. ABAG hereby acknowledges, represents and warrants that (a) its decision to participate in any Loan hereunder shall be made on the basis of its own independent commercial evaluation of the Loan, BORROWER, the Loan Security, and LENDER, (b) except as set forth in this Agreement, neither LENDER nor any of its members, officers, directors, employees or agents (collectively, "LENDER-Related Person") has made any representation or warranty to ABAG as to any Loan, Participation Loan, BORROWER, or the Loan Security, (c) no action hereinafter taken by LENDER, including any review of the affairs of BORROWER shall be deemed to constitute any representation or warranty by LENDER with respect to the financial condition, creditworthiness, affairs, status or nature of BORROWER, or the Loan Security, (d) ABAG shall, independently and without reliance upon LENDER or any LENDER-Related Person, and based on such documents and information as it has deemed appropriate, make its own credit analysis, appraisal of and/or investigation into the financial condition, creditworthiness, affairs, status and nature of each Loan, Participation Loan, BORROWER, and the Loan Security, as ABAG shall deem necessary in its discretion, (e) ABAG shall independently without reliance upon LENDER, evaluate and review the Loan Documents and all other documents related thereto in connection with any Loan or APPLICATION hereunder, (f) ABAG has made its own decision to enter into this Agreement, (g) with respect to any Participation Loan, ABAG shall acquire its Participation Interest thereunder for its own account and not with a view to the sale or other distribution thereof, (h) the purchase of any Participation Interest is a legal investment for ABAG under applicable laws, and (i) ABAG acknowledges that it shall not be in privity with BORROWER nor have any enforcement rights under any Participation Loan nor any rights or interest in the Loan Security serving as collateral therefore as a result of ABAG's purchase of its Participation Interest pursuant to this Agreement. ABAG further acknowledges and agrees it will, independently and without reliance upon LENDER or any LENDER-Related Person, and based on such documents and information as ABAG shall deem appropriate at the time, continue to make its own decisions in taking or not taking action in connection with this Agreement and to make such investigation as it deems necessary to inform itself as to the status and affairs, financial or otherwise, of BORROWER, each Participation Loan, and the Loan Security, and ABAG hereby disclaims any reliance on LENDER for information relevant to ABAG's independent analysis of and decisions related to any Participation Loan. Except for information otherwise expressly required to be furnished by LENDER to ABAG under this Agreement, LENDER shall not have any duty or responsibility to provide ABAG with any credit or other information with respect to BORROWER, LENDER or the Loan Security relative to any Participation Loan hereunder. Notwithstanding anything to contrary contained herein, ABAG expressly assumes any and all risk of loss in connection with its Participation Interest in any Participation Loan hereunder and such participation hereunder shall be "as-is" and without recourse against LENDER.

16. Participation Loan File. Upon reasonable notice, LENDER will make available to ABAG, during its ordinary business hours, the BORROWER's file, as it relates to any Participation Loan, for ABAG's review.

17. Major Decisions. Provided no Event of Default exists under any Participation Loan, LENDER will not, without ABAG's written consent, (a) extend the maturity date of the Participation Loan; (b) make or consent to any release of the Loan Security securing a Participation Loan (provided that if the Loan Security consists of accounts or

inventory, then when no portion of the shared obligation is overdue or where ABAG has not otherwise instructed LENDER in writing, LENDER may permit the BORROWER to collect accounts, sell inventory and use the proceeds thereof, all in the ordinary course of the BORROWER's business); (c) sell, assign or transfer any of said Loan Security, waive any claim against the BORROWER, the guarantor, or a standby or substituted creditor in connection with the Participation Loan; (d) cause or allow the principal of the Participation Loan to be increased; (e) negotiate, sign, discount, endorse or guarantee any note or obligation of the BORROWER or issue any letter of credit as to the BORROWER. Such written consent from ABAG shall not be unreasonably withheld, conditioned or delayed.

18. Sale of Loan; Termination; Assignment.

- (a) LENDER will notify ABAG, in writing, if the Participation Loan is sold by LENDER, and will provide ABAG with the name, mailing address and the telephone number of the buyer within thirty (30) calendar days following said sale. LENDER ensures that all terms and conditions of the Participation Agreement will flow through should a sale be completed. LENDER may terminate this Agreement at any time and for any reason upon (a) at least thirty (30) calendar days written notice to ABAG and (b) LENDER purchasing ABAG's share in each Participation Loan for an amount equal to the aggregate of all principal, interest (if any) and other sums then owing with respect to ABAG's interest in the Participation Loan as of the date of the sale ("**Par Value**"). ABAG and LENDER shall reasonably cooperate with each other in order to effectuate the sale of any Participation Loan or termination of this Agreement.
- (b) ABAG shall not, without the prior written consent of LENDER, which consent shall not be unreasonably withheld in its sole and absolute discretion, sell, pledge, assign, or otherwise transfer any of its rights under this Agreement including any Participation Interest or rights under any Participation Loan hereunder, or grant a subparticipation in its rights under this Agreement. Notwithstanding the foregoing or anything to the contrary contained herein, no consent shall be required for any sale, assignment or transfer by LENDER of its rights under this Agreement only when Lender is selling its interest for purpose of restructuring of the bank or a bank merger. Notwithstanding the foregoing, in the event the Lender would like to sell or assign its interest for no specific business reason, Lender will request approval of such transaction from ABAG, and ABAG agrees to not unreasonably delay or withhold such approval.
- (c) In the event that ABAG shall desire to terminate this Agreement, transfer, assign or otherwise withdraw from its participation as to any Participation Loan, ABAG shall provide written notice of such desire to LENDER and LENDER shall thereafter have the right to purchase ABAG's Participation Interest in each Participation Loan hereunder at Par Value.

19. Tax. Subject to applicable law, ABAG is entitled to receive payments in connection with its Participation Interest in any Participation Loan under this Agreement without the withholding of any tax. If LENDER receives applicable funds that it is required to remit, in whole or in part, to ABAG, ABAG shall furnish to LENDER such forms, certifications, statements and other documents as LENDER may reasonably request to evidence ABAG's exemption from the withholding of any tax imposed by the United States of America or any other jurisdiction, whether domestic or foreign, or to enable LENDER to comply with any applicable laws or regulations relating thereto, and LENDER may refrain from remitting such applicable funds until such forms, certifications, statements and other documents have been so furnished. Without limiting the generality of the foregoing, if a payment required under this Agreement would be subject to withholding imposed by the Foreign Account Tax Compliance Act ("**FATCA**") if the party receiving such payment were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Internal Revenue Code of 1986 (as amended, and the rules and regulations promulgated under it, the "**Code**"), as applicable, or any applicable intergovernmental agreement or regulation), or on account of any of the a party's "recalcitrant account holders" within the meaning of Section 1471(d)(6) of the Code, the party receiving such payment shall deliver to the remitting party, at such time or times reasonably requested by the remitting party, such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the remitting party as may be necessary for the remitting party to comply with its obligations under FATCA and to

determine that the party receiving such payment has complied with its obligations under FATCA or to determine the amount required to be deducted and withheld from such payment. Each party hereto agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the other party in writing of its legal inability to do so.

20. Notices. Any notice, request, demand or other communication hereunder shall be made in writing and shall be either personally served or sent by facsimile or electronic mail or United States mail or by telephone, to the party at the address or phone number below shown or such other address as such party shall have given in writing for purposes of notice and shall be effective upon actual receipt:

If to LENDER: Banco Popular North America
85th Broad Street, 10th Floor
New York, New York 10004
Attn: Matthew S. Ford, Esq., Senior Vice President and
Director of the Legal Division
Telephone: (212) 417-6687
Facsimile: (212) 417-6602

With copy to:

Holland & Knight LLP
701 Brickell Avenue, Suite 3300,
Miami, Florida 33131
Attn: Vivian de las Cuevas-Diaz, Esq.
Telephone: (305) 789-7452
Facsimile: (305) 789-7799

If to ABAG: Association of Bay Area Governments
P.O. Box 2050
Oakland, California 94604
Attn: Jerry Lahr
Telephone: (510) 464-7908
Facsimile: (510) 433-5508

With copy to:

Association of Bay Area Governments
P.O. Box 2050
Oakland, California 94604
Attn: Kenneth Moy, Esq.
Telephone: (510) 464-7914
Facsimile: (510) 433-5514

21. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to conflicts of law principles that would lead to the application of laws other than the law of the State of California. Any action brought in connection with this agreement shall be brought in the federal or state courts located in the State of California, and the parties hereto hereby irrevocably consent to the jurisdiction of such courts.

22. Waiver of Jury Trial. **TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, EACH OF ABAG AND LENDER, BY ITS ACCEPTANCE OF THIS AGREEMENT, WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM**

OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE TRANSACTION, OR ANY OTHER DOCUMENT OR INSTRUMENT BETWEEN THE PARTIES RELATING TO ANY LOAN, INCLUDING ANY PARTICIPATION LOAN, THE LOAN SECURITY OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES (EACH A "DISPUTE", AND COLLECTIVELY, ANY OR ALL, THE "DISPUTES") OF ANY KIND WHATSOEVER THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THE TRANSACTION, OR ANY OTHER DOCUMENT OR INSTRUMENT BETWEEN THE PARTIES RELATING TO THE LOAN, INCLUDING ANY PARTICIPATION LOAN, THE LOAN SECURITY OR ANY DEALINGS BETWEEN THE PARTIES, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, ANTITRUST CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON-LAW OR STATUTORY CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTERING INTO THIS AGREEMENT. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH LEGAL COUNSEL OF ITS OWN CHOOSING, OR HAS HAD AN OPPORTUNITY TO DO SO, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS HAVING HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS TO THIS AGREEMENT, ANY INSTRUMENT OR DOCUMENT ENTERED INTO BETWEEN THE PARTIES IN CONNECTION WITH THIS AGREEMENT OR ANY LOAN DOCUMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT WITHOUT A JURY.

23. Further Assurances. LENDER and ABAG hereby agree to execute and deliver, or cause to be executed and delivered, all such other and further documents and instruments, and to do such other acts as may reasonably be deemed necessary by the other to carry out the intentions of the parties under this Agreement in compliance with its terms and conditions.

24. Miscellaneous. Any amendments to this Participation Agreement shall be in writing and shall be executed by the same parties who executed the original Participation Agreement, or their successors in interest. This Agreement may be executed in two or more counterparts, all of which, when taken together, shall constitute a single instrument, and shall become effective when counterparts which bear the signatures of ABAG and LENDER shall be delivered to ABAG and LENDER. This Agreement shall become effective upon receipt by LENDER of a fully executed original and a counterpart copy hereof duly executed by ABAG. The headings in this Agreement are for convenience of reference only and shall not define or limit the provisions hereof. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein, and the same shall be enforceable to the fullest extent permitted by law.

25. Successors and Assigns. The promises, conditions, benefits and powers herein contained shall bind and inure to the respective successors of the parties. Whenever used herein, the singular number shall include the plural, the plural the singular, and the terms LENDER and ABAG will include any payee thereof, whether by operation of law or otherwise.

[Signature Page Follows]

LENDER:

ABAG:

Banco Popular North America, a New York state chartered commercial bank

Association of Bay Area Governments

By: _____
Name: _____
Title: _____

By: _____
Ezra Rapport, Executive Director

Date: _____

Date: _____

Exhibit A

ASSIGNMENT AND ACCEPTANCE OF PARTICIPATION INTEREST

THIS ASSIGNMENT AND ACCEPTANCE OF PARTICIPATION INTEREST (this "Assignment") is made as of _____, 20__ between **Banco Popular North America**, a New York state chartered commercial bank (the "Lender") and **Association of Bay Area Governments**, a joint exercise of powers agency formed by local governments in the San Francisco Bay Area (the "ABAG").

Reference is made to (i) that certain Loan Agreement dated as of _____ (as amended, restated, supplemented and modified from time to time, the "Loan Agreement"), between _____ (the "Borrower") and the Lender and (ii) that certain Master Participation Agreement (the "Participation Agreement") dated as of _____, 2015 between the Lender and ABAG. Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Participation Agreement.

IN CONSIDERATION of the mutual undertakings contained herein and in the Participation Agreement, IT IS HEREBY AGREED AS FOLLOWS:

1. The Lender hereby sells and assigns to ABAG, and ABAG hereby purchases and assumes from the Lender, a ____% interest in and to all of the Lender's rights and obligations under the Loan Agreement and the Loan Documents (as such term is defined in the Loan Agreement) as of the Effective Date (as defined below). The foregoing percentage for all events and circumstances shall be deemed such ABAG's Pro Rata Interest ("Pro Rata Interest") in the Loan made to or on behalf of the Borrower pursuant to the Loan Agreement, but is subject to terms and conditions provided in the Participation Agreement.

2. Each and every term, condition, representation, warranty and other provision of the Participation Agreement is, by this reference, incorporated herein as if set forth herein in full and the Lender and ABAG agree to fully and timely perform each and every obligation of "Lender" and "ABAG", respectively, under the Participation Agreement.

3. All payments from the Lender to ABAG under the Participation Agreement shall be made by a check made payable to the "Association of Bay Area Governments" sent via USPS to:

Association of Bay Area Governments
Attn: Jerry Lahr
P.O. Box 2050
Oakland, CA 94604

Together with a written notice from the Lender to ABAG advising ABAG of such payment via electronic mail to:

Association of Bay Area Governments
Attn: Lucy Ng
Email: LucyN@abag.ca.gov

4. The "Effective Date" of this Assignment is the date of its acceptance by the Lender.

5. This Assignment shall be governed by, and construed in accordance with, the laws of the State of California without regard to conflict of law principles that may cause the laws of another jurisdiction to apply.

[Signature page follows]

ACCEPTED BY LENDER ON

_____, 20__

Lender:

Banco Popular North America

By:_____

Name:

Title:

ABAG:

Association of Bay Area Governments

By:_____

Name::

Title:

Exhibit B

Schedule of Loans

Below is the complete list of Loans for which ABAG has acquired a participation interest pursuant to that certain Participation Agreement by and between ABAG and Lender dated as of _____, 20__.

Loan Information for Loan No. _____

Loan Number	
Borrower Name	
Total Loan Amount	
ABAG share of Loan	___%
Loan Closing Date	
Loan Term	
List of Loan Documents evidencing the Loan	
	[Secured Promissory Note (Note 1)]
	[Secured Promissory Note (Note 2)]
	[Loan Agreement]

Appendix A: LENDER PROJECT APPLICATION

LENDER Information

Name of Lending Institution "LENDER"	Banco Popular North America
Address of Lending Institution	
Name of Contact at Lending Institution	
Contact Email Address	

BORROWER Information

BORROWER Name	
BORROWER Mailing Address	
Project Name (as listed on Pre-Approval Form)	
Project Address	

Loan Information

LENDER Loan Number (if known)	
ABAG Agreement Number (ABAG staff only)	
Total Loan Amount	
ABAG share of Loan ($\leq 50\%$ of the costs of Eligible Energy Improvements, and \leq the lesser of \$5,000 per unit or \$500,000 per building)	___%
Purchase Price for ABAG share of Loan	
Estimated Loan Closing Date	
Loan Term (not to exceed weighted useful life of Eligible Energy Improvements)	
Loan structured as follows * final interest rate to be determined at Loan closing	
Two Loan Notes: Note One (principal and interest) Note Two (principal only)	% (anticipated interest rate of Note One)*
Loan Security (collateral)	Right of Borrower to levy and collect regular and special assessments, right to receive payments from owners at the Project and all proceeds of the foregoing.

Payment Information

Elect to have funds deposited into escrow <input type="checkbox"/>	Title Company: Title Office: Escrow Number: Escrow Officer: Phone: Fax: Email: Scheduled Closing Date:
Elect to receive paper check <input type="checkbox"/>	Payee Name Attention

	Address
	City State Zip Code
Elect to receive Automated Clearing House (ACH) electronic payment <input type="checkbox"/>	Account Name
	Account Number
	Routing/Transit Number

LENDER

Banco Popular North America, a New York state chartered commercial bank

By: _____

Name: _____

Title: _____

Date: _____

By signing, the signatory is indicating they have authority to apply to the BayREN Multifamily Capital Advance Program.

Appendix B

Loan Documents must include the following and the following loan information therein must match the information provided in the LENDER Project Application Form:

Draft Loan Documents:

Secured Promissory Note (Note 1)	<input type="checkbox"/>
Secured Promissory Note (Note 2)	<input type="checkbox"/>
Loan and Security Agreement	<input type="checkbox"/>
Collateral Assignment of Assessments and Lien Rights	<input type="checkbox"/>
Borrower's Affidavit	<input type="checkbox"/>
Corporate Resolutions of Borrower	<input type="checkbox"/>
Borrower's Consent to Lender's Inspection Rights	<input type="checkbox"/>
Authorization to Charge Account Automatically	<input type="checkbox"/>
Closing Statement and Disbursement Approval	<input type="checkbox"/>

Loan Information:

Borrower Name	<input type="checkbox"/>
Project Name and Address	<input type="checkbox"/>
Total Loan Amount	<input type="checkbox"/>
ABAG Loan Amount	<input type="checkbox"/>
Lender Interest Rate	<input type="checkbox"/>
Lender Loan Term	<input type="checkbox"/>
ABAG monthly loan installment	<input type="checkbox"/>
Loan Security	<input type="checkbox"/>

APPENDIX C: PRE-APPROVAL OF QUALIFIED ENERGY EFFICIENCY MEASURES

After reviewing your application for Loan with the Borrower _____ for a project at _____, the following submitted energy efficiency measures are approved to be financed in the Loan agreement with the Borrower using the sum provided by ABAG pursuant to the Participation Agreement.

1. ABAG’s share of the Loan to the Borrower (a) shall not exceed the lesser of \$5,000 per unit or \$500,000 per project and (b) shall not exceed 50% of the total Eligible Energy Improvements costs.
2. The term of the Loan shall not exceed the weighted useful life of the Eligible Energy Improvements.
3. ABAG’s share of the Loan to the Borrower shall not exceed the costs of Eligible Energy Improvements. Eligible costs include all costs associated with the design, specification, and installation of Eligible Energy Improvements less the value of any other incentives awarded to support said improvements by BayREN or other ratepayer funding.

This document serves to certify to both the Lender and Borrower that ABAG has approved the following improvements for compliance with program requirements:

Project Name:

SUMMARY OF PROJECT	Estimates		
	Therms SAVINGS	KWH SAVINGS	MMBTU SAVINGS
Totals:			

Project Cost per Bid	\$XXXX	If program has a copy of the contractor(s) bid it will be attached.
Eligible Energy Improvements Cost	\$XXXX	Portion of project for energy efficiency upgrades.
BayREN or Other Ratepayer Program Incentives (less)	\$XXXX	
Net Eligible Energy Improvements Cost	\$XXXX	
ABAG Loan Share Reserved (1)	\$	___% of Total Project Cost at 0% interest.

(1) Loan capital shall be reserved for 120 days after project approval.

The weighted useful life of this list of improvements is ___ years, which is the maximum loan term that will be subsidized by ABAG.

This document must be included in the loan package submitted by the Lender to ABAG for reimbursement of the ABAG share of the loan. This document shall be Appendix A.

Association of Bay Area Governments

By: _____
Name: _____
Title: _____
Date: _____

Appendix D
Data Collection

MULTIFAMILY Loan Origination and Servicing Data		
<i>Includes data collected at origination and servicing.</i>		
Field Name	Requires Lookup/Cross Reference Table?	Notes
Borrower/Loan Information		
Loan Number		
Data Date		Date of this snapshot
Loan Status	YES	Active, Charge Off, Chapter13, Payoff, Write off, BK, etc.
Date Originated		
Debt Service Coverage		
Combined Loan to Value ratio		
Original Maturity Date		Date Originated + Term
First Due Date		Due date of first payment
Note Rate		
Loan Amount		
Payment Term	YES	Monthly, Bi-Monthly, etc.
Term of Loan in Payments		Total Nbr of Pmts to Repay Loan with Interest
Payment Due Each Term		i.e., Monthly Payment
Escrow Information:		
Title Company:		
Title Office:		
Escrow Number:		
Escrow Officer:		
Phone:		
Fax:		
Email:		
Scheduled Closing Date:		
Property Information		
Installation State		
Installation City		
Installation Zip		
Loan Performance Information		
Current Balance		
Last Payment Date		
Paid Thru Date		
Next Due Date		
Reason for Delinquency	YES	
Times in 30-60 Past Due		

Times in 60-90 Past Due		
Times in 90+ Past Due		
Accrued Unpaid Interest		
Unpaid Balance with Interest		
Charge off Amount		
Charge off Unpaid Interest		
Modification Flag	YES	Type of Current Modification
Modification Start Date		
Modification Maturity Date		
Modified Balance		
Modified APR		
Modified Payment		
Modified Term		
Reason for Modification	YES	
Bankruptcy		Ever a Bankruptcy?
Charge Off Anytime		Ever a Charge Off?
Modification Anytime		Was loan ever Modified?
The data in the following section is 'range' data summarized usually by month		
Months On Book		Months since Origination
Data Start Date		Reporting Range Start
Data Stop Date		Reporting Range End
Tot Payment Received		
Total Fees		Late, NSF Etc.
Total Interest		
Total Principal		
Reimbursable Amount		Overpayment; pmt on Closed Loan
Write Off Amount		Amount written off to close loan; i.e., <\$10
Re-Opened Amount		Balance put back on books due to NSF or mis-posting, etc.
Charge Off Amount		
Ending Balance		As of Reporting Range End; o if closed loan
Days Delinquency		
Active Flag	TRUE/FALSE	
Charge off Flag	TRUE/FALSE	
Prepaid Amount		Applies to Loans Closed before Maturity
Percent of Term		Applies to Closed Prepays

Appendix E

Loan Validation Checklist

[See Attached]

Appendix E - BAMCAP MULTIFAMILY PARTICIPATION PRE-CLOSING LOAN VALIDATION CHECKLIST

** If there are any exceptions - notify the Participating Lender (contact information is on the PPA) and copy Miya Kitahara - miya@stopwaste.org **

Project Name:		PASS	FAIL	EXCEPTION
1	Confirm the Project Participation Agreement (PPA) has been completed and signed by the Participating Lender (All blanks must be filled in and the agreement must be signed by the lender)			
2	Confirm the BAMCAP Loan Term in the PPA is less than or equal to the equipment lifespan noted in Appendix A.			
3	Confirm the following values in the Loan Document are the same as in the PPA:			
	Total Loan Amount			
	BAMCAP Loan Amount (If separate Series A & B Notes)			
	Lender Interest Rate (or Blended Interest Rate if single Note)			
	Lender Loan Term			
	BAMCAP Loan Term is the same as the Lender Loan Term? (If separate Series A & B Notes)			
4	Did the Participating Lender identify a loan security on the PPA? (If NO, proceed to question 5)			
	Did the Participating Lender required a loan security on the PPA, was a loan security document provided?			
	If YES, is the loan security description the same on the PPA and the security document?			
5	Did they provide a filled-in, unexecuted Loan Document/Note? (Confirm the document is not an executed loan document (i.e., not signed by lender or borrower).)			
6	Did the package include the BAMCAP-approved Appendix A - List of Pre-approved Measures? (Confirm Appendix A has been signed by BAMCAP indicating BAMCAP approval.)			
7	Is the Project and Borrower identified in the PPA and the Project and Borrower named in the Loan Document the same?			
8	Using the PPA, the Loan Document, and the Payment and Blended Interest Rate Calculator (below): Confirm the BAMCAP monthly installment is the same in the PPA, Loan Document (if separate Series A & B Notes), and Blended Interest Rate Calculator.			
9	Is the interest rate being charged to the borrower on the lender loan amount less than or equal to 7%? Notify BAMCAP if NOT. If this is a blended loan, estimate using the calculator below.			
10	The following forms MUST be included in every file received:			
	PROJECT PARTICIPATION AGREEMENT			
	APPENDIX A - PRE-APPROVAL OF ELIGIBLE ENERGY EFFICIENCY MEASURES			
	UNEXECUTED LOAN DOCUMENT			

BAMCAP - Participation Loan Payment and Blended Interest Rate Calculator

Instructions: Enter data from PPA into the appropriate cells to calculate BAMCAP monthly payment and blended interest rate

Assumptions:	Cells requiring input
Total Loan Amount	\$16,000.00
BAMCAP Loan Amount	\$8,000.00
Bank Portion	\$8,000.00
Loan Fund Period (Maximum 10 Years)	7 Years
Payments per Year	12
Lender's Base Interest Rate for Loan Fund Period	7.00%

Borrower's Payments to Lender for Loan Term	
BAMCAP monthly installment	\$95.24
Lender portion of payment	\$120.74
Borrower's Total monthly payment	\$215.98
Blended interest rate	3.63%

Master Participation Agreement

This Master Participation Agreement (this "Agreement" or "Participation Agreement") dated as of November 16, 2015 by and between the Association of Bay Area Governments ("ABAG"), a joint exercise of powers agency formed by local governments in the San Francisco Bay Area having its principal office and place of business at 101 Eighth Street, Oakland, California 96407, on behalf of BayREN (as defined herein), an association of local and regional public entities in the San Francisco Bay Area and Banco Popular North America ("LENDER"), a New York state chartered commercial bank, having its principal office and place of business at 11 West 51st Street, New York, NY 10019.

RECITALS

WHEREAS, ABAG through its BayREN Multifamily Capital Advance Financing Program wishes to improve multifamily building owners' access to reasonable cost capital to make cost-effective energy efficiency improvements in multifamily buildings located within the BayREN area.

WHEREAS, LENDER is a financial institution who as part of its business makes Loans (as defined herein) to certain BORROWERS (as defined herein) to improve their energy efficiency.

WHEREAS, ABAG and LENDER wish to work cooperatively to advance their respective individual and mutual interests.

WHEREAS, LENDER may submit APPLICATIONS (as defined herein) for Loans for different BORROWERS under this Participation Agreement to ABAG for its consideration.

WHEREAS, ABAG may accept assignments of Participation Interests (as defined herein) in the Loans upon the terms and conditions stated herein and in the Assignment and Acceptance of Participation Interest (the "Joinder") to be executed between ABAG and LENDER substantially in the form of Exhibit "A" hereto in order to evidence ABAG's purchase and ownership of such interest.

DEFINITIONS

The following terms shall have meanings as defined:

"**ABAG**" means the Association of Bay Area Governments which is governed by a 38-member Executive Board comprised of locally elected officials based on regional population. As a joint exercise of powers agency it covers the counties of Sonoma, Napa, Solano, Marin, Contra Costa, Alameda, Santa Clara, San Mateo and the City and County of San Francisco representing more than seven million people in regional decision-making.

"**APPLICATION**" means the application that LENDER will provide to ABAG for approval under the Multifamily Capital Advance Financing Program, which application shall include the following information: a signed LENDER Project APPLICATION (Appendix A), and a completed check off list with corresponding documentation (Appendix B), including a list of the proposed Eligible Energy Improvements, the estimated cost-effectiveness to the BORROWER and estimated energy savings and costs for each proposed improvement.

"**BAMBE**" means Bay Area Multifamily Building Enhancements, a program within the BayREN, which offers cash rebates and free energy consulting for multifamily properties that undertake energy upgrades. The program assists in planning energy saving improvements designed to save a building's energy usage and provides incentives in rebates to help pay for the upgrade. The program is open to multifamily buildings with fifteen (15) or more attached dwelling units in the Bay Area.

"BayREN" means the San Francisco Bay Area Regional Energy Network which is an association of the following local and regional public entities in the San Francisco Bay Area: ABAG, the Counties of Contra Costa, Marin, Napa, San Mateo and Santa Clara, the City and County of San Francisco, the Energy Council (as defined herein) (Alameda County), the Sonoma County Regional Climate Protection Authority (Sonoma) and the City of Suisun City (Solano). Led by ABAG, BayREN implements energy saving programs on a regional level and draws on the capacities of Bay Area local governments to develop and administer programs. BayREN is funded by California utility ratepayers under the auspices of the California Public Utilities Commission under a funding agreement with Pacific Gas and Electric Company.

"BORROWER" means a homeowner's association that has applied, met specific requirements, and received a monetary loan from the LENDER to install Eligible Energy Improvements on a fifteen (15) or more unit property. The BORROWER initiating the request signs secured promissory notes agreeing to pay the LENDER back during a specified timeframe for the entire Loan amount plus any additional fees. The BORROWER is legally responsible for repayment of the Loan and is subject to any penalties for not repaying the Loan back based on the lending terms agreed upon.

"Eligible Energy Improvements" means any energy efficiency improvements that are accepted by the BAMBE Program or by the PG&E Energy Upgrade California Multifamily Path Program, as they may be amended from time to time.

"Energy Council" means a joint exercise of powers agency whose members are the the County of Alameda and the cities of Alameda, Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Newark, Oakland, Piedmont, San Leandro and Union City and whose governing board is comprised on one representative from each member.

"Loan" means any loan made to a BORROWER by LENDER in which ABAG may be offered a Participation Interest for its consideration.

"Loan Security" means the collateral assignment of assessments and lien rights securing the Loan made to the BORROWER and recorded against the property for which the Loan is made.

"Master Loan Processor" means the entity contracted by ABAG pursuant to a Processing Agreement (as defined herein) to perform loan validation, collection and processing functions, including but not limited to review of Loan Documents (as defined herein), completion of loan validation checklists and exception reports, obligor billing, payment processing, and file maintenance.

"Participation Loan" means a Loan made to a BORROWER by LENDER in which ABAG is a participant and has purchased Participation Interests as described in this Participation Agreement.

"PROCESSING AGREEMENT" means the loan processing agreement between ABAG and Master Loan Processor.

"PROGRAM" means the BayREN Multifamily Capital Advance Program; its administrators are ABAG and the Energy Council.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Participation Interest. Subject to the terms and conditions of this Agreement, LENDER may sell and assign to ABAG, and ABAG may purchase and accept from the LENDER, from time to time, a proportional interest in the Loans upon the terms and conditions stated herein (each a **"Participation Interest"**), in the percentage shown on

the Joinder. Each sale of a Participation Interest to ABAG under this Agreement shall be made by LENDER "as-is" without recourse, representation or warranty of any kind, either expressed or implied, except as may otherwise be expressly contained herein.

2. Payment Matters and Limitations as to Participation.

- (a) ABAG agrees to provide a sum, as described below, towards a Loan made by LENDER and a BORROWER for Eligible Energy Improvements to multifamily building(s) located within the ABAG region and has an APPLICATION approved by ABAG.
- (b) The sum provided by ABAG pursuant to this Participation Agreement evidences a sale of a percentage ownership in the Loan under the PROGRAM and shall in no way be construed as an extension of credit by ABAG to LENDER or BORROWER. The relationship between LENDER and ABAG is and shall be that of a seller and purchaser of a Participation Interest in a particular Loan, and not a fiduciary, partnership, joint venture, tenancy-in-common, joint tenancy or creditor-debtor relationship.
- (c) ABAG's percentage ownership in the Participation Loan (i) shall not exceed fifty percent (50%) of the total sum advanced to BORROWER under the Participation Loan for Eligible Energy Improvements, as identified in Appendix C, and (ii) shall not exceed the lesser of \$5,000 per unit or \$500,000 per building.
- (d) ABAG's share of the sum advanced shall bear zero percent (0%) interest to the BORROWER, and shall be repaid at zero percent (0%) interest by LENDER, as described below.
- (e) The interest rate charged by the LENDER on its portion of any Loan shall not exceed the interest rate customarily charged by the LENDER for a similarly situated BORROWER.

3. Application. With respect to each Loan, LENDER shall submit an APPLICATION to ABAG for approval of a payment of a proposed sum in Section 2 above for a proposed Loan between LENDER and BORROWER in the form set forth in Appendix A together with a list of the proposed loan documents evidencing the Loan set forth in Appendix B (collectively, the "Loan Documents") and include a list of the proposed Eligible Energy Improvements, the estimated cost-effectiveness to the BORROWER and estimated energy savings and costs for each proposed improvement. LENDER may submit APPLICATIONS for Loans for different BORROWERS under this Participation Agreement, and LENDER and ABAG agree to maintain commercially reasonable records of all APPLICATIONS. LENDER's submittal of an APPLICATION to ABAG hereunder shall be deemed to be a solicitation by LENDER for ABAG to purchase a Participation Interest with respect to such Loan hereunder.

4. Approval Process. Following submittal of an APPLICATION to ABAG pursuant to Section 3, ABAG shall review the proposed APPLICATION by LENDER and provide written approval or denial to LENDER within five (5) business days from the date of receipt of a full APPLICATION (a full APPLICATION includes all of the information noted in Section 3 above and in the appendices). ABAG may seek additional information from LENDER on the project or Loan during this period to assist ABAG in making its decision as to whether ABAG will approve or deny any APPLICATION. During this approval process, Master Loan Processor may request from LENDER any data or other item that may be missing or needed by ABAG in order to review the proposed APPLICATION with respect to ABAG's proposed purchase of a Participation Interest.

5. Conditions Precedent as to Participation. The purchase of a Participation Interest in any Loan by ABAG hereunder and the respective obligations of LENDER and ABAG in connection with such participation shall be subject to the following conditions precedent (collectively, the "Conditions Precedent"). Once all Conditions Precedent have been met, the Loan will be deemed approved by ABAG and LENDER is authorized to make the Loan:

- (a) LENDER shall have received from ABAG the Purchase Price (as defined herein) in accordance with Section 7.

- (b) Within one hundred twenty (120) days of the date of a written approval of an APPLICATION to LENDER the LENDER shall have closed the Loan with BORROWER; provided, however, that in the event that the Loan does not close within the foregoing one hundred twenty (120) day period, any sums held in escrow for such Loan shall be promptly returned to ABAG.
- (c) Prior to the Loan closing, the LENDER shall have electronically transmitted to the Master Loan Processor a copy of (i) the executed commitment letter and final draft Loan Documents, and (ii) a data file as shown in Appendix D containing information on the Loan in a format reasonably prescribed by the Master Loan Processor (collectively, the "Finalized Loan Package").
- (d) The scheduled closing date of the Loan in Appendix D must be at least 72 hours after LENDER transmitted a copy of the Finalized Loan Package to the Master Loan Processor and the escrow instructions must require Master Loan Processor's completion of the loan validation checklist in the form attached as Appendix E (the "Loan Validation Checklist") of the finalized Loan before the Purchase Price for ABAG's share of the Loan and related fees are released.
- (e) The Master Loan Processor shall have reviewed the data file and finalized the Loan Documents for completeness and compliance with the Loan Validation Checklist and authorized release of the Purchase Price for ABAG's share of the Loan and related fees to LENDER.
- (f) ABAG shall have executed the Joinder attached hereto as Exhibit "A" and delivered same to Lender at least ten (10) days prior to Loan closing; each such Joinder, once so executed and accepted, shall be deemed a part of this Agreement.

6. Deliveries After Loan Closing and Participation. Promptly following satisfaction of the Conditions Precedent and the closing of any Loan, such Loan shall be deemed a Participation Loan hereunder and the LENDER shall (i) send an electronic copy (PDF format) of the LENDER's closed Participation Loan with the BORROWER to the Master Loan Processor by means of a secure file transfer system agreed upon by LENDER and Master Loan Processor, (ii) send a fully executed copy of the Joinder to ABAG confirming ABAG's Participation Interest as to the particular Participation Loan, and (iii) include the Participation Loan information and ABAG's participation therein in an updated schedule of loans in the form attached hereto as Exhibit "B" (the "Schedule of Loans"), which updated Schedule of Loans shall be deemed a part of this Participation Agreement.

7. Loan Fees. In connection with ABAG's participation in any Participation Loans, the following loan fees shall apply: (i) ABAG acknowledges that BORROWER shall be required to pay to LENDER at the time of the closing of each Participation Loan, Five Hundred and No/100 (\$500.00) Dollars as a loan fee relating to the participation; and (ii) within five (5) business days after ABAG's written approval as to any Finalized Loan Packet, ABAG shall wire transfer to LENDER to be held in escrow for the applicable Loan the payment of the purchase price for ABAG's share of the Loan based upon the payment instructions as noted in Appendix A provided by LENDER above (the "Purchase Price").

8. Payments to ABAG. LENDER shall remit payments to ABAG through its Master Loan Processor. Payments shall be due no later than fifteen (15) days after the date due from BORROWER under the Loan Documents evidencing each Participation Loan. The Master Loan Processor shall mail a statement to the LENDER in advance of each scheduled payment due date and provide instructions for such payment for each Participation Loan. LENDER shall repay ABAG's pro rata share of the Participation Loan in consecutive equal monthly installments in each month during which the BORROWER has made a scheduled payment under such Participation Loan, but shall not be obligated to make payment to ABAG if no payment is received from the BORROWER. In the event that BORROWER prepays any amount due under the Participation Loan, the prepayment amount shall be applied, on a pro rata basis determined by the percentage ownership in the Participation Loan, to the outstanding balances of both ABAG and LENDER shares of the Participation Loan. If there is a change in the Master Loan Processor, LENDER shall be notified in writing by ABAG. Notwithstanding anything to the contrary contained herein,

9. Limitation on Payments to ABAG. To the extent that any commitment or loan fee is received by LENDER with respect to any Participation Loan, LENDER shall have no obligation to remit any portion of such commitment or

loan fee to ABAG. Notwithstanding anything to the contrary contained herein, to the extent that any prepayment fee or similar fee is received by LENDER with respect to any Participation Loan, LENDER shall have no obligation to remit any portion of such prepayment fee or similar fee to ABAG.

10. Loan. LENDER and ABAG acknowledge and agree that the ABAG portion of the Participation Loan may be a new loan, refinance or modification of an existing Loan.

11. Lender's Discretion. LENDER will exercise the same degree of care and discretion in continuing to service each Participation Loan and collecting the payments thereunder as LENDER would ordinarily take in the payments thereunder solely for its own account.

12. Default. BORROWER shall be legally responsible for repayment of all Loans, including any Participation Loan hereunder, and shall be subject to any penalties for not repaying the Loan or failing to comply with the terms and conditions of the Loan Documents. In the event that a default occurs under the Loan Documents with respect to any Participation Loan (an "Event of Default") as reasonably determined by LENDER, LENDER may, in its sole discretion and without the consent of ABAG, (i) amend, modify, waive or release any of the terms of the Loan Documents, (ii) grant or withhold consents and approvals requested by BORROWER, and (iii) exercise or refrain from exercising any powers, rights or remedies that it may have under or with respect to the Participation Loan and the Loan Documents, including, without limitation, any right to give notice to BORROWER of any Event of Default, to accelerate any indebtedness, to foreclose, replevy, appoint a receiver, or otherwise take possession of the Loan Security, as applicable, to make protective advances to protect or preserve the Loan Documents or to take such action as may be necessary or advisable in order to perfect, secure or take possession of the Loan Security. In the event that following an Event of Default, LENDER and ABAG mutually determine that the appointment of a receiver is in the best interest of the parties, then LENDER and ABAG shall cooperate in good faith and use commercially reasonable efforts to appoint such receiver. Subject to ABAG's agreement to reimburse LENDER under Section 13 hereof, all costs of collecting shall be initially borne by LENDER. Any recovery on the Participation Loan will go first to repay LENDER its collection costs, second to pay any applicable loans fees to LENDER, and third to any and accrued interest due, and fourth applied proportionately between the principal balance owed to LENDER and ABAG. Notwithstanding the foregoing, LENDER and ABAG agree that in the event that funds are received by LENDER from BORROWER in repayment of any Participation Loan, then LENDER shall remit the applicable portion of such funds to ABAG with respect to such Participation Loan in accordance with ABAG's Participation Interest. Further notwithstanding anything to the contrary contained herein, ABAG and LENDER agree and acknowledge that ABAG shall not be in privity with BORROWER and ABAG shall have no interest in any Loan Security serving as collateral for any Participation Loan.

13. Nonliability. None of ABAG, the members of BayREN, the California Public Utilities Commission, the Pacific Gas and Electric Company, the State of California or LENDER or their respective members, officers, directors, employees or agents (each, an "Interested Person") shall be liable to any third party as a result of any action of an Interested Person and shall have no obligation to reimburse any portion of any judgment, order or decree entered in favor of a third party against an Interested Person. ABAG agrees to reimburse Lender ABAG's pro rata share of any costs incurred by Lender to defend, enforce and/or collect on any matters or actions relating to the Loan Documents or related documents less any amounts repaid to LENDER under Section 12.

14. No Representation by Lender. LENDER makes no representations or warranties, whether expressed or implied, to ABAG as to the collectability of any of the Loans, including any Participation Loan, the solvency of any BORROWER, or as to the existence, sufficiency or value of the Loan Security; or to ABAG as to the validity and enforceability of the documentation for any Loan, including any Participation Loan, other than that to the extent required under applicable law, the Loan Security was (and/or will be) validly perfected or recorded and constitute a first lien or security interest on the Loan Security subject to such agreements. LENDER may meet the requirement regarding perfection and priority of the Loan Security through the provision of title insurance to that effect. The parties hereto further agree that ABAG shall have no interest in any Loan Security nor any other property of the

BORROWER or of any co-maker, guarantor, endorser, taken as security for any other and/or additional Loan or Loans, including any Participation Loans, made by LENDER, or acquired by LENDER or in any property now or hereafter in the possession or control of LENDER, which other property may indirectly secure repayment of any Loan, including any Participation Loan, by reason of "cross-collateralization"; except that if any such other property or the proceeds thereof is applied to the reduction of any Participation Loan, then ABAG shall be entitled to share in such an application of payment or payments as provided herein. LENDER does not make any representations or warranties, and assumes no responsibility with respect to the legality, sufficiency, validity, enforceability, priority or collectability of the Loan Security for any Loan, including any Participation Loan hereunder. LENDER makes no representations or warranties and further does not assume any responsibility for the financial condition of BORROWER, for the performance of any obligations of BORROWER, or for the value or condition of any Loan Security for the obligations of BORROWER under the Loan Documents for any Loan, including any Participation Loan.

15. Representation and Warranties of ABAG; No Reliance; Risk of Loss. ABAG hereby acknowledges, represents and warrants that (a) its decision to participate in any Loan hereunder shall be made on the basis of its own independent commercial evaluation of the Loan, BORROWER, the Loan Security, and LENDER, (b) except as set forth in this Agreement, neither LENDER nor any of its members, officers, directors, employees or agents (collectively, "LENDER-Related Person") has made any representation or warranty to ABAG as to any Loan, Participation Loan, BORROWER, or the Loan Security, (c) no action hereinafter taken by LENDER, including any review of the affairs of BORROWER shall be deemed to constitute any representation or warranty by LENDER with respect to the financial condition, creditworthiness, affairs, status or nature of BORROWER, or the Loan Security, (d) ABAG shall, independently and without reliance upon LENDER or any LENDER-Related Person, and based on such documents and information as it has deemed appropriate, make its own credit analysis, appraisal of and/or investigation into the financial condition, creditworthiness, affairs, status and nature of each Loan, Participation Loan, BORROWER, and the Loan Security, as ABAG shall deem necessary in its discretion, (e) ABAG shall independently without reliance upon LENDER, evaluate and review the Loan Documents and all other documents related thereto in connection with any Loan or APPLICATION hereunder, (f) ABAG has made its own decision to enter into this Agreement, (g) with respect to any Participation Loan, ABAG shall acquire its Participation Interest thereunder for its own account and not with a view to the sale or other distribution thereof, (h) the purchase of any Participation Interest is a legal investment for ABAG under applicable laws, and (i) ABAG acknowledges that it shall not be in privity with BORROWER nor have any enforcement rights under any Participation Loan nor any rights or interest in the Loan Security serving as collateral therefore as a result of ABAG's purchase of its Participation Interest pursuant to this Agreement. ABAG further acknowledges and agrees it will, independently and without reliance upon LENDER or any LENDER-Related Person, and based on such documents and information as ABAG shall deem appropriate at the time, continue to make its own decisions in taking or not taking action in connection with this Agreement and to make such investigation as it deems necessary to inform itself as to the status and affairs, financial or otherwise, of BORROWER, each Participation Loan, and the Loan Security, and ABAG hereby disclaims any reliance on LENDER for information relevant to ABAG's independent analysis of and decisions related to any Participation Loan. Except for information otherwise expressly required to be furnished by LENDER to ABAG under this Agreement, LENDER shall not have any duty or responsibility to provide ABAG with any credit or other information with respect to BORROWER, LENDER or the Loan Security relative to any Participation Loan hereunder. Notwithstanding anything to contrary contained herein, ABAG expressly assumes any and all risk of loss in connection with its Participation Interest in any Participation Loan hereunder and such participation hereunder shall be "as-is" and without recourse against LENDER.

16. Participation Loan File. Upon reasonable notice, LENDER will make available to ABAG, during its ordinary business hours, the BORROWER's file, as it relates to any Participation Loan, for ABAG's review.

17. Major Decisions. Provided no Event of Default exists under any Participation Loan, LENDER will not, without ABAG's written consent, (a) extend the maturity date of the Participation Loan; (b) make or consent to any release of the Loan Security securing a Participation Loan (provided that if the Loan Security consists of accounts or

inventory, then when no portion of the shared obligation is overdue or where ABAG has not otherwise instructed LENDER in writing, LENDER may permit the BORROWER to collect accounts, sell inventory and use the proceeds thereof, all in the ordinary course of the BORROWER's business); (c) sell, assign or transfer any of said Loan Security, waive any claim against the BORROWER, the guarantor, or a standby or substituted creditor in connection with the Participation Loan; (d) cause or allow the principal of the Participation Loan to be increased; (e) negotiate, sign, discount, endorse or guarantee any note or obligation of the BORROWER or issue any letter of credit as to the BORROWER. Such written consent from ABAG shall not be unreasonably withheld, conditioned or delayed.

18. Sale of Loan; Termination; Assignment.

- (a) LENDER will notify ABAG, in writing, if the Participation Loan is sold by LENDER, and will provide ABAG with the name, mailing address and the telephone number of the buyer within thirty (30) calendar days following said sale. LENDER ensures that all terms and conditions of the Participation Agreement will flow through should a sale be completed. LENDER may terminate this Agreement at any time and for any reason upon (a) at least thirty (30) calendar days written notice to ABAG and (b) LENDER purchasing ABAG's share in each Participation Loan for an amount equal to the aggregate of all principal, interest (if any) and other sums then owing with respect to ABAG's interest in the Participation Loan as of the date of the sale ("Par Value"). ABAG and LENDER shall reasonably cooperate with each other in order to effectuate the sale of any Participation Loan or termination of this Agreement.
- (b) ABAG shall not, without the prior written consent of LENDER, which consent shall not be unreasonably withheld in its sole and absolute discretion, sell, pledge, assign, or otherwise transfer any of its rights under this Agreement including any Participation Interest or rights under any Participation Loan hereunder, or grant a subparticipation in its rights under this Agreement. Notwithstanding the foregoing or anything to the contrary contained herein, no consent shall be required for any sale, assignment or transfer by LENDER of its rights under this Agreement only when Lender is selling its interest for purpose of restructuring of the bank or a bank merger. Notwithstanding the foregoing, in the event the Lender would like to sell or assign its interest for no specific business reason, Lender will request approval of such transaction from ABAG, and ABAG agrees to not unreasonably delay or withhold such approval.
- (c) In the event that ABAG shall desire to terminate this Agreement, transfer, assign or otherwise withdraw from its participation as to any Participation Loan, ABAG shall provide written notice of such desire to LENDER and LENDER shall thereafter have the right to purchase ABAG's Participation Interest in each Participation Loan hereunder at Par Value.

19. Tax. Subject to applicable law, ABAG is entitled to receive payments in connection with its Participation Interest in any Participation Loan under this Agreement without the withholding of any tax. If LENDER receives applicable funds that it is required to remit, in whole or in part, to ABAG, ABAG shall furnish to LENDER such forms, certifications, statements and other documents as LENDER may reasonably request to evidence ABAG's exemption from the withholding of any tax imposed by the United States of America or any other jurisdiction, whether domestic or foreign, or to enable LENDER to comply with any applicable laws or regulations relating thereto, and LENDER may refrain from remitting such applicable funds until such forms, certifications, statements and other documents have been so furnished. Without limiting the generality of the foregoing, if a payment required under this Agreement would be subject to withholding imposed by the Foreign Account Tax Compliance Act ("FATCA") if the party receiving such payment were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Internal Revenue Code of 1986 (as amended, and the rules and regulations promulgated under it, the "Code"), as applicable, or any applicable intergovernmental agreement or regulation), or on account of any of the a party's "recalcitrant account holders" within the meaning of Section 1471(d)(6) of the Code, the party receiving such payment shall deliver to the remitting party, at such time or times reasonably requested by the remitting party, such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the remitting party as may be necessary for the remitting party to comply with its obligations under FATCA and to

determine that the party receiving such payment has complied with its obligations under FATCA or to determine the amount required to be deducted and withheld from such payment. Each party hereto agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the other party in writing of its legal inability to do so.

20. Notices. Any notice, request, demand or other communication hereunder shall be made in writing and shall be either personally served or sent by facsimile or electronic mail or United States mail or by telephone, to the party at the address or phone number below shown or such other address as such party shall have given in writing for purposes of notice and shall be effective upon actual receipt:

If to LENDER:

Banco Popular North America
85th Broad Street, 10th Floor
New York, New York 10004
Attn: Matthew S. Ford, Esq., Senior Vice President and
Director of the Legal Division
Telephone: (212) 417-6687
Facsimile: (212) 417-6602

With copy to:

Holland & Knight LLP
701 Brickell Avenue, Suite 3300,
Miami, Florida 33131
Attn: Vivian de las Cuevas-Diaz, Esq.
Telephone: (305) 789-7452
Facsimile: (305) 789-7799

If to ABAG:

Association of Bay Area Governments
P.O. Box 2050
Oakland, California 94604
Attn: Jerry Lahr
Telephone: (510) 464-7908
Facsimile: (510) 433-5508

With copy to:

Association of Bay Area Governments
P.O. Box 2050
Oakland, California 94604
Attn: Kenneth Moy, Esq.
Telephone: (510) 464-7914
Facsimile: (510) 433-5514

21. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to conflicts of law principles that would lead to the application of laws other than the law of the State of California. Any action brought in connection with this agreement shall be brought in the federal or state courts located in the State of California, and the parties hereto hereby irrevocably consent to the jurisdiction of such courts.

22. Waiver of Jury Trial. **TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, EACH OF ABAG AND LENDER, BY ITS ACCEPTANCE OF THIS AGREEMENT, WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM**

OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE TRANSACTION, OR ANY OTHER DOCUMENT OR INSTRUMENT BETWEEN THE PARTIES RELATING TO ANY LOAN, INCLUDING ANY PARTICIPATION LOAN, THE LOAN SECURITY OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES (EACH A "DISPUTE", AND COLLECTIVELY, ANY OR ALL, THE "DISPUTES") OF ANY KIND WHATSOEVER THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THE TRANSACTION, OR ANY OTHER DOCUMENT OR INSTRUMENT BETWEEN THE PARTIES RELATING TO THE LOAN, INCLUDING ANY PARTICIPATION LOAN, THE LOAN SECURITY OR ANY DEALINGS BETWEEN THE PARTIES, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, ANTITRUST CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON-LAW OR STATUTORY CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTERING INTO THIS AGREEMENT. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH LEGAL COUNSEL OF ITS OWN CHOOSING, OR HAS HAD AN OPPORTUNITY TO DO SO, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS HAVING HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS TO THIS AGREEMENT, ANY INSTRUMENT OR DOCUMENT ENTERED INTO BETWEEN THE PARTIES IN CONNECTION WITH THIS AGREEMENT OR ANY LOAN DOCUMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT WITHOUT A JURY.

23. Further Assurances. LENDER and ABAG hereby agree to execute and deliver, or cause to be executed and delivered, all such other and further documents and instruments, and to do such other acts as may reasonably be deemed necessary by the other to carry out the intentions of the parties under this Agreement in compliance with its terms and conditions.

24. Miscellaneous. Any amendments to this Participation Agreement shall be in writing and shall be executed by the same parties who executed the original Participation Agreement, or their successors in interest. This Agreement may be executed in two or more counterparts, all of which, when taken together, shall constitute a single instrument, and shall become effective when counterparts which bear the signatures of ABAG and LENDER shall be delivered to ABAG and LENDER. This Agreement shall become effective upon receipt by LENDER of a fully executed original and a counterpart copy hereof duly executed by ABAG. The headings in this Agreement are for convenience of reference only and shall not define or limit the provisions hereof. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein, and the same shall be enforceable to the fullest extent permitted by law.

25. Successors and Assigns. The promises, conditions, benefits and powers herein contained shall bind and inure to the respective successors of the parties. Whenever used herein, the singular number shall include the plural, the plural the singular, and the terms LENDER and ABAG will include any payee thereof, whether by operation of law or otherwise.

[Signature Page Follows]

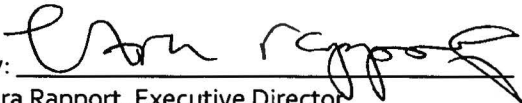
LENDER:

ABAG:

Banco Popular North America, a New York state chartered commercial bank

Association of Bay Area Governments

By: _____
Name: _____
Title: _____

By: 
Ezra Rapport, Executive Director

Date: _____


Date: 11/12/15


LENDER:

ABAG:

Banco Popular North America, a New York state chartered commercial bank

Association of Bay Area Governments

By: 
Name: Harold Blinder
Title: Senior Vice President

By: 
Ezra Rapport, Executive Director

Date: 11/16/2015

Date: 11/12/15

Exhibit A

ASSIGNMENT AND ACCEPTANCE OF PARTICIPATION INTEREST

THIS ASSIGNMENT AND ACCEPTANCE OF PARTICIPATION INTEREST (this "Assignment") is made as of _____, 20__ between Banco Popular North America, a New York state chartered commercial bank (the "Lender") and Association of Bay Area Governments, a joint exercise of powers agency formed by local governments in the San Francisco Bay Area (the "ABAG").

Reference is made to (i) that certain Loan Agreement dated as of _____ (as amended, restated, supplemented and modified from time to time, the "Loan Agreement"), between _____ (the "Borrower") and the Lender and (ii) that certain Master Participation Agreement (the "Participation Agreement") dated as of _____, 2015 between the Lender and ABAG. Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Participation Agreement.

IN CONSIDERATION of the mutual undertakings contained herein and in the Participation Agreement, IT IS HEREBY AGREED AS FOLLOWS:

1. The Lender hereby sells and assigns to ABAG, and ABAG hereby purchases and assumes from the Lender, a ____% interest in and to all of the Lender's rights and obligations under the Loan Agreement and the Loan Documents (as such term is defined in the Loan Agreement) as of the Effective Date (as defined below). The foregoing percentage for all events and circumstances shall be deemed such ABAG's Pro Rata Interest ("Pro Rata Interest") in the Loan made to or on behalf of the Borrower pursuant to the Loan Agreement, but is subject to terms and conditions provided in the Participation Agreement.

2. Each and every term, condition, representation, warranty and other provision of the Participation Agreement is, by this reference, incorporated herein as if set forth herein in full and the Lender and ABAG agree to fully and timely perform each and every obligation of "Lender" and "ABAG", respectively, under the Participation Agreement.

3. All payments from the Lender to ABAG under the Participation Agreement shall be made by a check made payable to the "Association of Bay Area Governments" sent via USPS to:

Association of Bay Area Governments
Attn: Jerry Lahr
P.O. Box 2050
Oakland, CA 94604

Together with a written notice from the Lender to ABAG advising ABAG of such payment via electronic mail to:

Association of Bay Area Governments
Attn: Lucy Ng
Email: LucyN@abag.ca.gov

4. The "Effective Date" of this Assignment is the date of its acceptance by the Lender.

5. This Assignment shall be governed by, and construed in accordance with, the laws of the State of California without regard to conflict of law principles that may cause the laws of another jurisdiction to apply.

[Signature page follows]

ACCEPTED BY LENDER ON

_____ 20__

Lender:

Banco Popular North America

By: _____

Name:

Title:

ABAG:

Association of Bay Area Governments

By: _____

Name::

Title:

Exhibit B

Schedule of Loans

Below is the complete list of Loans for which ABAG has acquired a participation interest pursuant to that certain Participation Agreement by and between ABAG and Lender dated as of _____, 20__.

Loan Information for Loan No. _____

Loan Number	
Borrower Name	
Total Loan Amount	
ABAG share of Loan	___%
Loan Closing Date	
Loan Term	
List of Loan Documents evidencing the Loan	
	[Secured Promissory Note (Note 1)]
	[Secured Promissory Note (Note 2)]
	[Loan Agreement]

Appendix A: LENDER PROJECT APPLICATION

LENDER Information

Name of Lending Institution "LENDER"	Banco Popular North America
Address of Lending Institution	
Name of Contact at Lending Institution	
Contact Email Address	

BORROWER Information

BORROWER Name	
BORROWER Mailing Address	
Project Name (as listed on Pre-Approval Form)	
Project Address	

Loan Information

LENDER Loan Number (if known)	
ABAG Agreement Number (ABAG staff only)	
Total Loan Amount	
ABAG share of Loan ($\leq 50\%$ of the costs of Eligible Energy Improvements, and \leq the lesser of \$5,000 per unit or \$500,000 per building)	___%
Purchase Price for ABAG share of Loan	
Estimated Loan Closing Date	
Loan Term (not to exceed weighted useful life of Eligible Energy Improvements)	
Loan structured as follows * final interest rate to be determined at Loan closing	
Two Loan Notes: Note One (principal and interest) Note Two (principal only)	% (anticipated interest rate of Note One)*
Loan Security (collateral)	Right of Borrower to levy and collect regular and special assessments, right to receive payments from owners at the Project and all proceeds of the foregoing.

Payment Information

Elect to have funds deposited into escrow <input type="checkbox"/>	Title Company: Title Office: Escrow Number: Escrow Officer: Phone: Fax: Email: Scheduled Closing Date:
Elect to receive paper check <input type="checkbox"/>	Payee Name Attention

	Address
	City State Zip Code
Elect to receive Automated Clearing House (ACH) electronic payment <input type="checkbox"/>	Account Name
	Account Number
	Routing/Transit Number

LENDER

Banco Popular North America, a New York state chartered commercial bank

By: _____

Name: _____

Title: _____

Date: _____

By signing, the signatory is indicating they have authority to apply to the BayREN Multifamily Capital Advance Program.

Appendix B

Loan Documents must include the following and the following loan information therein must match the information provided in the LENDER Project Application Form:

Draft Loan Documents:

Secured Promissory Note (Note 1)	<input type="checkbox"/>
Secured Promissory Note (Note 2)	<input type="checkbox"/>
Loan and Security Agreement	<input type="checkbox"/>
Collateral Assignment of Assessments and Lien Rights	<input type="checkbox"/>
Borrower's Affidavit	<input type="checkbox"/>
Corporate Resolutions of Borrower	<input type="checkbox"/>
Borrower's Consent to Lender's Inspection Rights	<input type="checkbox"/>
Authorization to Charge Account Automatically	<input type="checkbox"/>
Closing Statement and Disbursement Approval	<input type="checkbox"/>

Loan Information:

Borrower Name	<input type="checkbox"/>
Project Name and Address	<input type="checkbox"/>
Total Loan Amount	<input type="checkbox"/>
ABAG Loan Amount	<input type="checkbox"/>
Lender Interest Rate	<input type="checkbox"/>
Lender Loan Term	<input type="checkbox"/>
ABAG monthly loan installment	<input type="checkbox"/>
Loan Security	<input type="checkbox"/>

APPENDIX C: PRE-APPROVAL OF QUALIFIED ENERGY EFFICIENCY MEASURES

After reviewing your application for Loan with the Borrower _____ for a project at _____, the following submitted energy efficiency measures are approved to be financed in the Loan agreement with the Borrower using the sum provided by ABAG pursuant to the Participation Agreement.

1. ABAG's share of the Loan to the Borrower (a) shall not exceed the lesser of \$5,000 per unit or \$500,000 per project and (b) shall not exceed 50% of the total Eligible Energy Improvements costs.
2. The term of the Loan shall not exceed the weighted useful life of the Eligible Energy Improvements.
3. ABAG's share of the Loan to the Borrower shall not exceed the costs of Eligible Energy Improvements. Eligible costs include all costs associated with the design, specification, and installation of Eligible Energy Improvements less the value of any other incentives awarded to support said improvements by BayREN or other ratepayer funding.

This document serves to certify to both the Lender and Borrower that ABAG has approved the following improvements for compliance with program requirements:

Project Name:

SUMMARY OF PROJECT	Estimates		
	Therms SAVINGS	KWH SAVINGS	MMBTU SAVINGS
Totals:			

Project Cost per Bid	\$XXXX	If program has a copy of the contractor(s) bid it will be attached.
Eligible Energy Improvements Cost	\$XXXX	Portion of project for energy efficiency upgrades.
BayREN or Other Ratepayer Program Incentives (less)	\$XXXX	
Net Eligible Energy Improvements Cost	\$XXXX	
ABAG Loan Share Reserved (1)	\$	___% of Total Project Cost at 0% interest.

(1) Loan capital shall be reserved for 120 days after project approval.

The weighted useful life of this list of improvements is ___ years, which is the maximum loan term that will be subsidized by ABAG.

This document must be included in the loan package submitted by the Lender to ABAG for reimbursement of the ABAG share of the loan. This document shall be Appendix A.

Association of Bay Area Governments

By: _____

Name: _____

Title: _____

Date: _____

Appendix D

Data Collection

MULTIFAMILY Loan Origination and Servicing Data		
<i>Includes data collected at origination and servicing.</i>		
Field Name	Requires Lookup/Cross Reference Table?	Notes
Borrower/Loan Information		
Loan Number		
Data Date		Date of this snapshot
Loan Status	YES	Active, Charge Off, Chapter13, Payoff, Write off, BK, etc.
Date Originated		
Debt Service Coverage		
Combined Loan to Value ratio		
Original Maturity Date		Date Originated + Term
First Due Date		Due date of first payment
Note Rate		
Loan Amount		
Payment Term	YES	Monthly, Bi-Monthly, etc.
Term of Loan in Payments		Total Nbr of Pmts to Repay Loan with Interest
Payment Due Each Term		i.e., Monthly Payment
Escrow Information:		
Title Company:		
Title Office:		
Escrow Number:		
Escrow Officer:		
Phone:		
Fax:		
Email:		
Scheduled Closing Date:		
Property Information		
Installation State		
Installation City		
Installation Zip		
Loan Performance Information		
Current Balance		
Last Payment Date		
Paid Thru Date		
Next Due Date		
Reason for Delinquency	YES	
Times in 30-60 Past Due		

Times in 60-90 Past Due		
Times in 90+ Past Due		
Accrued Unpaid Interest		
Unpaid Balance with Interest		
Charge off Amount		
Charge off Unpaid Interest		
Modification Flag	YES	Type of Current Modification
Modification Start Date		
Modification Maturity Date		
Modified Balance		
Modified APR		
Modified Payment		
Modified Term		
Reason for Modification	YES	
Bankruptcy		Ever a Bankruptcy?
Charge Off Anytime		Ever a Charge Off?
Modification Anytime		Was loan ever Modified?
The data in the following section is 'range' data summarized usually by month		
Months On Book		Months since Origination
Data Start Date		Reporting Range Start
Data Stop Date		Reporting Range End
Tot Payment Received		
Total Fees		Late, NSF Etc.
Total Interest		
Total Principal		
Reimbursable Amount		Overpayment; pmt on Closed Loan
Write Off Amount		Amount written off to close loan; i.e., <\$10
Re-Opened Amount		Balance put back on books due to NSF or mis-posting, etc.
Charge Off Amount		
Ending Balance		As of Reporting Range End; o if closed loan
Days Delinquency		
Active Flag	TRUE/FALSE	
Charge off Flag	TRUE/FALSE	
Prepaid Amount		Applies to Loans Closed before Maturity
Percent of Term		Applies to Closed Prepays

Appendix E

Loan Validation Checklist

[See Attached]

Appendix E - BAMCAP MULTIFAMILY PARTICIPATION PRE-CLOSING LOAN VALIDATION CHECKLIST

** If there are any exceptions - notify the Participating Lender (contact information is on the PPA) and copy Miya Kitahara - miya@stopwaste.org **

Project Name: _____

PASS FAIL EXCEPTION

1	Confirm the Project Participation Agreement (PPA) has been completed and signed by the Participating Lender (All blanks must be filled in and the agreement must be signed by the lender)			
2	Confirm the BAMCAP Loan Term in the PPA is less than or equal to the equipment lifespan noted in Appendix A.			
3	Confirm the following values in the Loan Document are the same as in the PPA:			
	Total Loan Amount			
	BAMCAP Loan Amount (If separate Series A & B Notes)			
	Lender Interest Rate (or Blended Interest Rate if single Note)			
	Lender Loan Term			
	BAMCAP Loan Term is the same as the Lender Loan Term? (If separate Series A & B Notes)			
4	Did the Participating Lender identify a loan security on the PPA? (If NO, proceed to question 5)			
	If the Participating Lender required a loan security on the PPA, was a loan security document provided?			
	If YES, is the loan security description the same on the PPA and the security document?			
5	Did they provide a filled-in, unexecuted Loan Document/Note? (Confirm the document is not an executed loan document (i.e., not signed by lender or borrower).)			
6	Did the package include the BAMCAP-approved Appendix A - List of Pre-approved Measures? (Confirm Appendix A has been signed by BAMCAP indicating BAMCAP approval.)			
7	Is the Project and Borrower identified in the PPA and the Project and Borrower named in the Loan Document the same?			
8	Using the PPA, the Loan Document, and the Payment and Blended Interest Rate Calculator (below): Confirm the BAMCAP monthly installment is the same in the PPA, Loan Document (if separate Series A & B Notes), and Blended Interest Rate Calculator.			
9	Is the interest rate being charged to the borrower on the lender loan amount less than or equal to 7%? Notify BAMCAP if NOT. If this is a blended loan, estimate using the calculator below.			
10	The following forms MUST be included in every file received:			
	PROJECT PARTICIPATION AGREEMENT			
	APPENDIX A - PRE-APPROVAL OF ELIGIBLE ENERGY EFFICIENCY MEASURES			
	UNEXECUTED LOAN DOCUMENT			

BAMCAP - Participation Loan Payment and Blended Interest Rate Calculator

Instructions: Enter data from PPA into the appropriate cells to calculate BAMCAP monthly payment and blended interest rate

Assumptions:

Total Loan Amount
 BAMCAP Loan Amount
 Bank Portion
 Loan Fund Period (Maximum 10 Years)
 Payments per Year
 Lender's Base Interest Rate for Loan Fund Period

Cells requiring input	\$16,000.00
	\$8,000.00
	\$8,000.00
	7 Years
	12
	7.00%

Borrower's Payments to Lender for Loan Term
 BAMCAP monthly installment

\$95.24

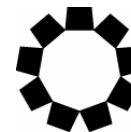
Lender portion of payment
 Borrower's Total monthly payment
 Blended interest rate

\$120.74
\$215.98
 3.63%

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ASSOCIATION OF BAY AREA GOVERNMENTS

Representing City and County Governments of the San Francisco Bay Area



ABAG

Date: September 14, 2017
To: ABAG Executive Board
From: Executive Director
Subject: **Authorization to Secure a Catering Contract for the State of the Estuary Conference**

Executive Summary

The State of the Estuary Conference will be held on October 10-11, 2017 at the Oakland Scottish Rite Center. The conference is held every two years by the San Francisco Estuary Partnership (SFEP) and is focused on the management and ecological health of the San Francisco Bay-Delta Estuary. The State of the Estuary Conference is funded by both conference registration fees and donations.

Lunches, morning coffee and light snacks, and light food and drink for one evening reception are provided as part of the conference to the approximately 800 attendees. The Oakland Scottish Rite Center requires the use of one of two on-site caterers, Checkers Catering or Chef Moe's Bon Appetit Catering. SFEP staff are currently working to finalize a contract with one of the two required on-site caterers for an amount not to exceed \$70,000.

There is a compelling business reason to enter into a sole source purchase order for catering services for the State of the Estuary Conference which is that the Oakland Scottish Rite Center requires the use of one of two on-site caterers, namely, Checkers Catering or Chef Moe's Bon Appetit Catering.

Authorization to Secure a Catering Contract for the State of the Estuary Conference

September 14, 2017

2

Recommended Action

The Executive Board is requested to authorize San Francisco Estuary Partnership staff to secure a contract with Checkers Catering or Chef Moe's Bon Appetit Catering for an amount not to exceed \$70,000 for catering services for the State of the Estuary Conference on October 10-11, 2017, and to authorize the Executive Director of the Metropolitan Transportation Commission, or designee, to enter into the contract.



Steve Heminger

Attachment

Request for Executive Board Approval

REQUEST FOR EXECUTIVE BOARD APPROVAL

Summary of Consultant Contract

Work Item No.: 1720

Consultant: Checkers Catering or Chef Moe's Bon Appetit Catering
Oakland, CA

Work Project Title: San Francisco Estuary Partnership

Purpose of Project: Provide catering for the State of the Estuary
Conference

Brief Scope of Work: San Francisco Estuary Partnership is working to select
one of two venue-approved caterers to provide
lunches, morning coffee and light snacks, and light food
and drink for one evening reception for the expected
800 attendees of the State of the Estuary Conference
(Oct. 10-11, 2017)

Project Cost Not to Exceed: \$70,000

Funding Source: Conference registration fees and partner agency
donations

Fiscal Impact: Funds programmed in FY 2017-18 Budget

Motion by Board: That the San Francisco Estuary Partnership staff is
authorized to secure a contract with Checkers Catering
or Chef Moe's Bon Appetit Catering for an amount not
to exceed \$70,000 for catering services for the State of
the Estuary Conference on October 10-11, 2017, and
to approve the Executive Director of the Metropolitan
Transportation Commission, or designee, entering into
the contract.

Executive Board:

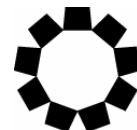
Julie Pierce, ABAG President

Approved Date:

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ASSOCIATION OF BAY AREA GOVERNMENTS

Representing City and County Governments of the San Francisco Bay Area



ABAG

Date: September 14, 2017
To: ABAG Executive Board
From: Executive Director
Subject: **Authorization to enter into Agreement with U.S. Environmental Protection Agency for San Francisco Estuary Partnership's Fiscal Year 2017-2018 National Estuary Program Funds in the amount of \$600,000**

Executive Summary

The San Francisco Estuary Partnership (SFEP) is one of 28 programs mandated under Section 320 of the Clean Water Act, the National Estuary Program (NEP). The U.S. Congress appropriates funds each year for the NEP to be distributed through the U.S. Environmental Protection Agency (EPA). Each program must apply annually for the NEP funds. For the fiscal year beginning October 1, 2017, SFEP will receive \$600,000.

ABAG/SFEP must provide a project match of \$600,000. This year's match will come from Metropolitan Transportation Commission's in-kind coverage of overhead costs for SFEP staff, budgeted at \$791,283 for Fiscal year 2017-2018.

Recommended Action

The Executive Board is requested to authorize the Executive Director of the Metropolitan Transportation Commission, or designee, to enter into a new agreement with the EPA on behalf of the San Francisco Estuary Partnership to provide technical, public involvement and administrative support in implementing the Estuary Blueprint, developed under the EPA's Comprehensive Conservation and Management Plan program, from October 1, 2017 to September 30, 2018.

A handwritten signature in blue ink, appearing to read 'Steve Heminger', written over a horizontal line.

Steve Heminger

Attachment

Request for Executive Board Approval

J:\COMMITTEE\ABAG Executive Board\2017\September\Item 06J Memo SFEP NEP Application.docx

Item 6.J.

REQUEST FOR EXECUTIVE BOARD APPROVAL

Summary of Consultant Contract

Work Item No.: 1720

Work Project Title: San Francisco Estuary Partnership

Purpose of Project: Enter into Agreement for FY 2017-18 National Estuary Program Funds

Brief Scope of Work: Provide technical, public involvement and administrative support in implementing the Estuary Blueprint

Total Funds to be Awarded: \$600,000

Funding Source: United States Environmental Protection Agency


Fiscal Impact: Funds programmed in FY 2017-18 Budget

Motion by Board: That the Executive Director of the Metropolitan Transportation Commission or designee be authorized to enter into a new agreement with EPA on behalf of the San Francisco Estuary Partnership to provide technical, public involvement and administrative support in implementing the Estuary Blueprint (developed under EPA's Comprehensive Conservation and Management Plan program) from October 1, 2017-September 30, 2018.

Executive Board:

Julie Pierce, ABAG President

Approved Date:

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	GRANT NUMBER (FAIN): 99T59901 MODIFICATION NUMBER: 0 PROGRAM CODE: CE	DATE OF AWARD 08/18/2017
		TYPE OF ACTION New	MAILING DATE 08/25/2017
		PAYMENT METHOD: Advance	ACH# 90017
		RECIPIENT TYPE: Intermunicipal	
RECIPIENT: Assoc of Bay Area Governments P.O. Box 2050 Oakland, CA 94604 EIN: 94-2832478		PAYEE: Association of Bay Area Governments P.O. Box 2050 Oakland, CA 94604	
PROJECT MANAGER Caitlin Sweeney P.O. Box 2050 Oakland, CA 94604 E-Mail: caitlin.sweeney@sfestuary.org Phone: 510-622-2362		EPA PROJECT OFFICER Luisa Valiela 75 Hawthorne Street, WTR-3 San Francisco, CA 94105 E-Mail: Valiela.Luisa@epa.gov Phone: 415-972-3400	
EPA GRANT SPECIALIST Maria Roverso Grants Management Section, EMD-6-1 E-Mail: roverso_maria@epa.gov Phone: 415-972-3573			
PROJECT TITLE AND DESCRIPTION National Estuary Program - Implementation of the Comprehensive Conservation and Management Plan For the implementation of the San Francisco Estuary Partnership's Estuary Blueprint. Including four goals that represent the 35 year vision for the future of the San Francisco Bay-Delta Estuary, 12 objectives that detail desired outcomes that make progress towards achieving goals, and 40 actions that lay out a set of priority tasks to be accomplished over the next 5 years to reach one or more objectives. Specific projects include a boater education pollution prevention program, partnerships with coastal cities preparing resiliency plans, a focus on stormwater and green infrastructure to improve water quality, the 2017 State of the Estuary conference, geographic efforts in the Napa and Guadalupe watersheds to address existing Total Maximum Daily Loads (TMDLs) and in Marin to reduce residents' pesticide use, and outreach efforts to emphasize the importance of freshwater flows from the Delta to the Bay. This agreement provides federal funding in the amount of \$600,000.			
BUDGET PERIOD 10/01/2017 - 09/30/2018	PROJECT PERIOD 10/01/2017 - 09/30/2018	TOTAL BUDGET PERIOD COST \$1,200,000.00	TOTAL PROJECT PERIOD COST \$1,200,000.00
NOTICE OF AWARD			
<p>Based on your Application dated 05/25/2017 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$600,000. EPA agrees to cost-share 50.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$600,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 9 Grants Management Section, EMD 6-1 75 Hawthorne Street San Francisco, CA 94105		ORGANIZATION / ADDRESS U.S. EPA, Region 9 Water Division, WTR-1 75 Hawthorne Street San Francisco, CA 94105	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Craig A. Wills - Grants Management Officer			DATE 08/18/2017

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 600,000	\$ 600,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$ 600,000	\$ 600,000
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 1,200,000	\$ 1,200,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.456 - National Estuary Program	Clean Water Act: Sec. 320	2 CFR 200 2 CFR 1500 40 CFR 33 and 40 CFR 35 Subpart P

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	1709W22010	1718	B	09L2	202B89	4154			600,000
									600,000

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$309,184
2. Fringe Benefits	\$137,653
3. Travel	\$11,650
4. Equipment	\$2,000
5. Supplies	\$3,660
6. Contractual	\$103,689
7. Construction	\$0
8. Other	\$30,300
9. Total Direct Charges	\$598,136
10. Indirect Costs: % Base <u>various rates apply</u>	\$601,864
11. Total (Share: Recipient <u>50.00 % Federal 50.00 %.</u>)	\$1,200,000
12. Total Approved Assistance Amount	\$600,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$600,000
15. Total EPA Amount Awarded To Date	\$600,000

Administrative Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at:

<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-april-27-2017-or-later> These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award. The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions>

A. Annual Federal Financial Report (FFR) - SF 425

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **September 30** of each calendar year to the U.S. EPA Las Vegas Finance Center (LVFC). The FFR will be submitted electronically to lvfc-grants@epa.gov no later than **December 30** of the same calendar year. The form with instructions can be found on LVFC's website at <https://www.epa.gov/financial/grants>.

B. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR Part 200.319. In accordance 2 CFR Part 200.323 the grantee and subgrantee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications.

State recipients must follow procurement procedures as outlined in 2 CFR Part 200.317.

C. Six Good Faith Efforts 40 CFR Part 33, Subpart C

Pursuant to 40 CFR Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts

could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

D. Utilization of Disadvantaged Business Enterprises

General Compliance, 40 CFR Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR Part 33.

Fair Share Objectives, 40 CFR Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR Section 33.411 some recipients may be exempt from the fair share objective requirements as described in 40 CFR Part 33, Subpart D. Recipients should work with their DBE coordinator if they think their organization may qualify for an exemption.

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000 or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the [California State Water Resources Control Board \(CSWRCB\)](#), as follows:

	MBE	WBE
Construction	2%	1%
Equipment	1%	1%
Services	1%	1%
Supplies	1%	1%

The recipient accepts the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as [CSWRCB](#).

Negotiating Fair Share Objectives/Goals, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator, Joe Ochab at Ochab.Joe@epa.gov, within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120-day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

Contract Administration Provisions, 40 CFR Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR Section 33.302.

Bidders List, 40 CFR Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR Section 33.501 (b) and (c) for specific requirements and exemptions.

E. MBE/WBE Non-Reporting

General Compliance, 40 CFR, Part 33, Subpart E – Non-Reporting Condition

MBE/WBE reports are required annually. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the “Other” category, that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA’s review of the planned budget, this award does not meet the conditions above and is not subject to Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if during the performance of the award the total of all funds expended for direct procurement by the recipient and procurement under subawards or loans in the “Other” category exceeds \$150,000, annual reports will be required and you are required to notify your EPA grant specialist for additional instructions.

The recipient also agrees to request prior approval from EPA for procurements that may activate DBE Program reporting requirements.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33, Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33, Subpart D.

F. Indirect Costs

The recipient agrees that it will prepare its indirect cost rate proposal and/or cost allocation plan in accordance with the Cost Principles under 2 CFR Part 200, Subpart E. For proposal preparation, the recipient may use the appropriate completeness checklist located at:

<https://www.doi.gov/ibc/services/finance/indirect-Cost-Services/insular-areas>

The local government recipient whose cognizant federal agency has been designated by the Office of Management and Budget (OMB) must develop and submit its indirect cost rate proposal to its cognizant agency within six (6) months after the close of the governmental unit's fiscal year. If the cognizant federal agency has not been identified by the OMB, the local government recipient must still develop (and when required, submit) its proposal within that period.

The interstate agency recipient must send its proposal to its cognizant federal agency within six (6) months after the end of its fiscal year. If EPA is the cognizant federal agency of the interstate agency, local government, or special district, the recipient must send its indirect cost rate proposal within six (6) months after the end of its fiscal year to:

Regular Mail

Office of Grants and Debarment
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW, MC 3903R
Washington, DC 20460
Attn: OGD Indirect Cost Rate Proposal Control Desk

Mail Courier (e.g. FedEx, UPS, etc.)

Office of Grants and Debarment
U.S. Environmental Protection Agency
1300 Pennsylvania Avenue, NW, 5th floor
Washington, DC 20004
Attn: OGD Indirect Cost Rate Proposal Control Desk

Electronic submissions of proposals may be sent via email to OGD_IndirectCost@epa.gov.

Recipients are entitled to reimbursement of indirect costs, subject to any statutory or regulatory administrative cost limitations, if they have a current rate agreement or have submitted an indirect cost rate proposal to their cognizant federal agency for review and approval. Recipients are responsible for maintaining an approved indirect cost rate throughout the life of the award. Recipients may draw down grant funds once a rate has been approved, but only for indirect costs incurred during the period specified in the rate agreement. Recipients are not entitled to indirect costs for any period in which the rate has expired.

Recipients with differences between provisional and final rates are not entitled to more than the award amount. Recipients may request EPA approval to rebudget funds from direct cost categories to the indirect cost category (to grants which have not expired or been closed out) to cover increased indirect costs.

Programmatic Conditions

a. The recipient shall submit biannual progress reports to the EPA Project Officer on the 30th day of October and April during the lifetime of the project. These reports should include a discussion of the activities conducted during the intervening quarters and progress towards milestones and activities planned for the next quarters. In addition, biannual progress reports should identify any special EPA assistance needed, as well as provide a financial accounting of costs incurred during the quarter and cumulative project costs by task. They should also include a comparison of actual accomplishments with anticipated outputs/outcomes specified in the workplan, reasons for any delays or unaccomplished tasks and any other pertinent information.

Within 90 days of the end of the project period, the recipient must submit a final report documenting project activities over the entire project period and the recipient's achievements and lessons learned with respect to the project's purposes and objectives. The final report must also be submitted electronically (by Email or by removable device) to the EPA Project Officer.

Joint annual evaluations will be conducted by the recipient and EPA.

b. Government Performance Results Act (GPRA) reports (Leveraging amounts and Habitat Acreage) are due to EPA HQ at the end of each federal fiscal year. GPRA habitat projects should provide locational data in the form of latitude/longitude points.

c. The recipient shall provide the scope(s) of work for one or more awarded contracts conducted under this agreement, if requested by the EPA Project Officer.

d. Cybersecurity:

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all State or Tribal law cybersecurity requirements as applicable.

(b)(1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(b)(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's

network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

END OF DOCUMENT

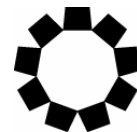
Section F - Terms and Conditions

Section F - Terms and Conditions

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ASSOCIATION OF BAY AREA GOVERNMENTS

Representing City and County Governments of the San Francisco Bay Area



ABAG

Date: September 14, 2017
To: ABAG Executive Board
From: Executive Director
Subject: **Authorization to Enter into Agreement with U.S. Environmental Protection Agency for new Bay Area Wetlands Regional Monitoring Program Plan Funds in the amount of \$278,245**

Executive Summary

This project will build capacity to implement the California Wetlands Program Plan within the nine-county San Francisco Bay Area by planning the Bay Area Wetland Regional Monitoring Program. San Francisco Estuary Partnership (SFEP) staff will lead the project and work with partners San Francisco Estuary Institute, the San Francisco Bay National Estuarine Research Reserve, and San Francisco Bay Joint Venture.

The project term will be 18 months. Though the start date is not yet formally determined, we hope to be underway by January 2018.

ABAG/SFEP must provide a project match of \$92,748, which will be provided by project partner San Francisco Estuary Institute.

Recommended Action

The Executive Board is requested to authorize the Executive Director of the Metropolitan Transportation Commission or designee to enter into a new agreement with the U.S. Environmental Protection Agency on behalf of the San Francisco Estuary Partnership to develop a new Bay Area Wetlands Regional Monitoring Program.



Steve Heminger

Attachment

Request for Executive Board Approval

J:\COMMITTEE\ABAG Executive Board\2017\September\Item 06K Memo SFEP WRMP.docx

Item 6.K.

REQUEST FOR EXECUTIVE BOARD APPROVAL

Summary of Consultant Contract

Work Item No.: 1720

Work Project Title: San Francisco Estuary Partnership

Purpose of Project: Enter into agreement for new Bay Area Wetlands Regional Monitoring Program Plan funds

Brief Scope of Work: Build capacity to implement the California Wetlands Program Plan within the nine-county San Francisco Bay Area by planning the Bay Area Wetland Regional Monitoring Program

Total Funds to be Awarded: \$278,245

Funding Source: United States Environmental Protection Agency

Fiscal Impact: Funds programmed in FY 2017-18 Budget

Motion by Board: That Executive Director of the Metropolitan Transportation Commission or designee be authorized to enter into a new agreement with the U.S. Environmental Protection Agency on behalf of the San Francisco Estuary Partnership to develop a new wetlands regional monitoring program.

Executive Board:

Julie Pierce, ABAG President

Approved Date:

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
--	--	--

* 3. Date Received: Completed by Grants.gov upon submission.	4. Applicant Identifier: <input type="text"/>
---	--

5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>
--	---

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
---	---

8. APPLICANT INFORMATION:

* a. Legal Name: Association of Bay Area Governments	
* b. Employer/Taxpayer Identification Number (EIN/TIN): 94-2832478	* c. Organizational DUNS: 0790739200000

d. Address:

* Street1:	375 Beale Street
Street2:	Suite 700
* City:	San Francisco
County/Parish:	<input type="text"/>
* State:	CA: California
Province:	<input type="text"/>
* Country:	USA: UNITED STATES
* Zip / Postal Code:	94105-2066

e. Organizational Unit:

Department Name: San Francisco Estuary Partners	Division Name: <input type="text"/>
--	--

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms.	* First Name: Caitlin
Middle Name: <input type="text"/>	
* Last Name: Sweeney	
Suffix: <input type="text"/>	

Title:

Organizational Affiliation:

* Telephone Number: 510-622-2362	Fax Number: <input type="text"/>
----------------------------------	----------------------------------

* Email: caitlin.sweeney@sfestuary.org

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

E: Regional Organization

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Environmental Protection Agency

11. Catalog of Federal Domestic Assistance Number:

66.461

CFDA Title:

Regional Wetland Program Development Grants

*** 12. Funding Opportunity Number:**

EPA-REG9-WPDG-17-18

* Title:

FY17 and FY18 Region 9 Wetland Program Development Grants

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Bay Area Wetlands Regional Monitoring Program Plan

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="278,245.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="92,748.33"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="370,993.33"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on .

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

Project Narrative File(s)

* Mandatory Project Narrative File Filename:

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To add more Project Narrative File attachments, please use the attachment buttons below.

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BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 01/31/2019

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. FY17 and FY18 Region 9 Wetland Program Development Grants	66.461	\$ <input type="text"/>	\$ <input type="text"/>	\$ 278,245.00	\$ 92,748.33	\$ 370,993.33
2. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
4. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
5. Totals		\$ <input type="text"/>	\$ <input type="text"/>	\$ 278,245.00	\$ 92,748.33	\$ 370,993.33

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	FY17 and FY18 Region 9 Wetland Program Development Grants				
a. Personnel	\$ 89,979.90	\$	\$	\$	\$ 89,979.90
b. Fringe Benefits	35,633.13				35,633.13
c. Travel	2,500.00				2,500.00
d. Equipment	0.00				
e. Supplies	0.00				
f. Contractual	25,000.00				25,000.00
g. Construction	0.00				
h. Other	122,592.00				122,592.00
i. Total Direct Charges (sum of 6a-6h)	275,705.03				\$ 275,705.03
j. Indirect Charges	2,539.97				\$ 2,539.97
k. TOTALS (sum of 6i and 6j)	\$ 278,245.00	\$	\$	\$	\$ 278,245.00
7. Program Income	\$ 0.00	\$	\$	\$	\$

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Item 6.K., Attachment

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program		(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8.	FY17 and FY18 Region 9 Wetland Program Development Grants	\$ <input type="text"/>	\$ 92,748.33	\$ <input type="text"/>	\$ 92,748.33
9.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
10.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
11.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
12. TOTAL (sum of lines 8-11)		\$ <input type="text"/>	\$ 92,748.33	\$ <input type="text"/>	\$ 92,748.33

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 185,496.67	\$ 46,374.16	\$ 46,374.17	\$ 46,374.17	\$ 46,374.17
14. Non-Federal	\$ 92,748.33	23,187.08	23,187.08	23,187.08	23,187.09
15. TOTAL (sum of lines 13 and 14)	\$ 278,245.00	\$ 69,561.24	\$ 69,561.25	\$ 69,561.25	\$ 69,561.26

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program		FUTURE FUNDING PERIODS (YEARS)			
		(b)First	(c) Second	(d) Third	(e) Fourth
16.	FY17 and FY18 Region 9 Wetland Program Development Grants	\$ 185,496.67	\$ 92,748.33	\$ <input type="text"/>	\$ <input type="text"/>
17.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
18.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
19.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
20. TOTAL (sum of lines 16 - 19)		\$ 185,496.67	\$ 92,748.33	\$ <input type="text"/>	\$ <input type="text"/>

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges: <input type="text" value="275705.03"/>	22. Indirect Charges: <input type="text" value="2539.33"/>
23. Remarks: <input type="text"/>	

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Other Attachment File(s)

* Mandatory Other Attachment Filename:

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Bay Area Wetlands Regional Monitoring Program Plan

A Proposal to the EPA Section 104 (b)(3) Grant Program:
FY17 and FY18 Region 9 Wetland Program Development Grants

Submitted under Track TWO to:

Ms. Melissa Scianni, Wetland Grants Lead
United States Environmental Protection Agency, Region 9
600 Wilshire Blvd, Suite 1460
Los Angeles, CA 90017



by

San Francisco Estuary Partnership (SFEP)

In partnership with

*Aquatic Science Center (ASC)
San Francisco Bay National Estuarine Research Reserve (SF Bay NERR)
Rutgers University*

April 10, 2017

A. Cover Page

1. Project Title: **Bay Area Wetlands Regional Monitoring Program Plan**
2. Proposal Submitted for **Track Two**
3. Project addresses the following Core Elements and Actions of the EPA-approved California WPP 2017-2022 (January 2017).

WPP Table 1: Monitoring and Assessment

Responsible Agencies	Planned Activities	Relation to Proposed Project
California Water Quality Monitoring Council (CWQMC)		
State Water Resources Control Board (SWRCB), CA Dept of Fish and Wildlife (CDFW), CSCC (CA State Coastal Conservancy), SSJDC (Sacramento San Joaquin Delta Conservancy)	Provide technical and policy input and support with the goal of enhancing interagency coordination and cost-effectiveness of water quality and ecosystem monitoring, information sharing and public access to collected data.	Project will support coordinated wetland permitting and align public programs to increase wetland protection in the Bay Area.
CWQMC: California Data Management Workgroup		
SWRCB, CDFW, SSJDC	Facilitate storage, exchange and access to wetland related data through the My Water Quality website and the California Wetlands Portal as well as with an upcoming statewide integrated water data platform to be developed by DWR under AB-17755 (9/23/2016)	Project will increase Bay Area awareness of the portal and build capacity for the region to contribute to its content.
CWQMC: California Wetlands Monitoring Workgroup (CWMW)		
SWRCB, CDFW, SSJDC, CSCC	Provide technical and policy input and support to adopt and integrate wetland assessment and inventory tools and data into regulatory grant programs in accordance with California's Wetland and Riparian Area Monitoring Plan (WRAMP)	Project will build capacity in the Bay Area to implement the WRAM framework and tool set of the CWMW.
SWRCB, CDFW, CSCC	Level1: Research, develop and coordinate use of standard methods for wetland, stream, and riparian mapping, data collection, data	Project will transfer Level 1 tools to multiple wetland management agencies and

	management and data analysis. Ensure that these methods comply with developing State policies, and are compatible with the California Data Exchange Network (CEDEN) system and its network of Regional Data Centers.	NGOs in the Bay Area.
SWRCB, CDFW, CSCC	CRAM: Participate in the Level 2 Committee to coordinate the review, development and implementation of rapid assessment tools for all state agencies.	Project will build Bay Area awareness of CRAM and the L2 Committee.
SSJDC	Facilitate Level 3 Committee: coordinate use of standard methods for Wetland Level III data	Project will generate recommended L3 methods for regional assessment of tidal marsh vegetation and geo-hydrology.
SWRCB	CRAM: Training, CRAM: Develop forms and support documents, and eCRAM.	Project will begin transferring CRAM training curricula to SF Bay NERR and other potential Bay Area training centers.
SWRCB, CDFW, CSCC, SSJDC	EcoAtlas: Participate in the develop of further capabilities and function, such as watershed profiles, habitat development curves, and estimates of riparian buffer widths to assist in the implementing various regulatory procedures.	Project will build capacity to implement multiple EcoAtlas tools including these in the Bay Area through multiple state, regional, and local agencies.
CDFW, CSCC, SSJDC	Project Tracker: Contribute habitat project data. Require projects funded by Prop 1 grant programs to provide their data.	
SWRCB, CDFW, CSCC, SSJDC	Continue development and maintenance of the California Aquatic Resource Inventory (CARI)	
SWRCB, CDFW	Develop an assessment framework to support mitigation planning, evaluation and compliance monitoring based on WRAMP for NCCP/HCP-401/404 permitting	Project will brief Bay Area WRMP partners on the new mitigation planning and evaluation tool to view tidal marsh restoration in the watershed or landscape (OLU) context.
CSCC	Support development of the Southern California's WRAMP technical node at the Southern California Coastal Water Research Project.	Through its SCWRP advisory role, ASC will brief the SCWRP on WRMP progress.
CDFW	Support dissemination of data pertaining to	Project will explore

	State's wetlands and other aquatic resource. Data/metadata will be available for public viewing and downloading through DFW's Biogeographic Information and Observation System (BIOS) website.	incorporation of BIOS content into the WRMP
SWRCB, CDFW	Wetland Status and Trends reporting, including the development of a Wetland Status and Trends program	The WRMP will focus on wetland status and trends reporting for the Bay Area
Regional Assessments	The Bay Area WRMP has emerged since the CA WPP was submitted for approval in 2016, but is entirely consistent with the WPP.	

WPP Table 2: Regulatory Activities

Responsible Agencies	Planned Activities	Relation to Proposed Project
Phase 1 – Wetland Policy: Procedures for Discharges of Dredged or Fill Material to Waters of the State		
SWRCB	Procedures implementation: Develop and carry out staff training	Project will brief Bay Area WRMP partners on the new mitigation planning and evaluation tool to view tidal marsh restoration in the watershed or landscape (OLU) context.
CWA 401 Water Quality Certification Procedures		
SWRCB	Streamline the application process for 401 permits by using online forms and mapping tools	Project will support efforts in the Bay Area to coordinate environmental review and regulatory permitting of tidal marsh restoration projects.
SWRCB	Improve tracking of approved wetland impacts	Project will build capacity in the Bay Area to implement Project Tracker to assess net change in wetland quantity due to compensatory mitigation, and to assess the performance of mitigation and restoration projects in the context of regional ambient conditions.
SWRCB	Ensure better mitigation for approved wetland impacts	
SWRCB	Improve compliance monitoring	

4. Name of Applicant: San Francisco Estuary Partnership (DUNS # 0790739200000)

5. Key Personnel and Contact Information

Caitlin Sweeney	caitlin.sweeney@sfestuary.org	510-622-2362
Heidi Nutters	heidi.nutters@sfestuary.org	510-622-2499

6. Geographic Location: Nine-County San Francisco Bay Area.

7. Total Project Cost (Federal Request + Cost Share/Match)

Federal Share: \$278,245.00

Non-Federal in-kind Match: \$92,748.33

Total: \$370,993.33

8. Abstract

This project will build capacity to implement the California Wetlands Program Plan (WPP) within the nine-county SF Bay Area by planning the Bay Area Wetland Regional Monitoring Program (WRMP), while addressing Action 2 of the Comprehensive Conservation & Management Plan (CCMP). The project tasks include: (1) establish a Steering Committee; (2) develop a charter & organizational structure; (3) formalize institutional relations; (4) develop and annual program budget and funding plan; (5) conduct outreach to wider audiences; (6) finalize the Program Plan; and (7) administer the grant. San Francisco Estuary Partnership (SFEP), Aquatic Sciences Center (ASC) (staffed by the San Francisco Estuary Institute (SFEI), and the San Francisco Bay National Estuarine Research Reserve (SF Bay NERR) will co-lead this grant. For the purposes of this grant, SFEP will provide leadership on stakeholder engagement, facilitation and administration, and ASC and the SF Bay NERR will lead scientific and technological support, as well as information transfer to wider audiences. The primary partners will be the regulatory and

management agencies most responsible for tidal marsh protection and restoration in the Bay Area. The WRMP will involve the San Francisco Bay Joint Venture (SFBJV) as a co-lead of the CCMP Action 2. ASC and the SF Bay NERR will assure coordination with the other regional monitoring programs, including the [Sentinel Site Program](#), the [Bay RMP](#) and the [Delta RMP](#), and the emerging program of the [SCWRP](#). This project will include outreach to local agencies, private consultancies, and NGOs engaged in tidal marsh restoration and management.

B. Project Description

1. National Priority: Track Two. This project will build capacity to implement the California WPP in the nine-county Bay Area in ways consistent with the WRAMP framework and utilizing the WRAMP tool set as identified in the WPP.

2. Description of Need.

Threats and Needs. Forecasts of accelerated sea level rise give new urgency for faster and more certain tidal marsh restoration in the Bay Area. Regional scientific syntheses ([BEHGU](#)), environmental plans ([ART](#), [Estuary Blueprint](#)), new public funding for restoration ([SFBRA](#)), and the effort to coordinate environmental review and permitting ([DSP 2017](#)¹ USEPA 2017²) reflect this urgency. These recent reports and plans also recognize the need to monitor restoration efforts in ways that assess their effectiveness, improve future restoration efforts, support regional coordination of regulatory review and permitting, and adequately account for the large public investment in tidal marsh restoration.

The regional community of wetland interests is large and vibrant. A forum is needed to refine the [WRAMP framework and monitoring tool set](#) identified in the WPP based on the regional

¹ February 14, 2017 Delta Independent Science Board's plan to review the Delta monitoring enterprise

² January 5, 2017 Wetlands Permitting and Monitoring Workshop Summary

perspective, and to develop a scientifically sound plan of data collection, analysis, interpretation, visualization, and delivery for regional regulatory and management concerns.

The main challenge for the WRMP is how to fund it. There is no single source of funding, and funds available through existing or potential sources are not abundant. The WRMP needs to service the regional consortium of agencies responsible for tidal marsh restoration who will support the WRMP as its beneficiaries. The WRMP will therefore begin as a foundational regional program that meets these agencies' basic and usual monitoring needs.

The WRMP will draw on the abundant experience in regional environmental monitoring and tidal marsh assessment accrued in SF Bay, the Delta, and elsewhere along the California and Northwest coasts. Its program plan will strive to implement relative elements of the WPP in the Bay Area as an integral part of the regional tidal marsh restoration enterprise.

Effects on Wetland Quantity and Quality. The WRMP is necessary to assure and report progress of the SFBRA and other efforts to achieve the regional goals for tidal marsh acreage set by the [1999 Goals Project](#) and [2015 Goals Project Update](#). The WRMP is also needed to assess the condition of restored marshes relative to their specific performance criteria and regional ambient condition, using tools identified in the WPP and other Bay Area tools. Substantial planning has begun to integrate tidal marsh restoration into shoreline resiliency, and the WRMP can be developed to help assess the efficacy of these plans. Empirical observation of marsh response to sea level rise can be incorporated into the WRMP. The relationship between tidal marsh restoration and mercury contamination of marsh and Bay food webs is a major concern, as defined in the [SF Bay Mercury TMDL](#), and the WRMP can incorporate recently developed bio-sentinel monitoring to assess mercury contamination risk.

CA State Specifics. The WRMP is needed to assess the capacity of restored marshes to provide the standard wetland beneficial uses proposed by the State Water Board. By implementing CARI and Project Tracker, the WRMP can contribute information about the quality and quantity of Bay Area wetlands to the State of the State Wetlands Report of the [California Wetlands Conservation Policy](#), while supporting the State Water Board's new [Procedures for Discharges of Dredged or Fill Material](#).

3. Project Tasks.

Task 1: Establish a Steering Committee (SC). SFEP will lead an effort to finalize the WRMP prospectus through outreach to regulatory and management agencies with the highest potential to benefit from or sponsor the WRMP. The roster of candidate SC members includes, but is not limited to, the USEPA and USACE (404 Programs); USFWS (Species Recovery Programs); BCDC (San Francisco Bay and Suisun Marsh development permits); and the Regional Water Quality Control Board (401/WDR Program and TMDL Program), State Coastal Conservancy, San Francisco Bay Joint Venture, SF Bay NERR, ASC, and the SFBRA. SC selection will be an inclusive process, integrating as many interested parties as is feasible.

Products. Final Draft WRMP Prospectus, SC roster.

Task 2: Develop a charter and organizational chart. The SC will organize and decide the responsibilities of the SC, the mission and goals of the WRMP, and its organizational structure. SFEP will facilitate this process among members of the SC.

Products. WRMP Charter and Organizational Chart

Task 3: Formalize institutional relations. The SC will need to assure that the WRMP is appropriately governed and has the necessary relations with other organizations to achieve the

WRMP goals and objectives. Of particular interest may be the relationship between the WRMP and the programs of the SC members and other entities of the Bay Area (including Suisun) tidal marsh restoration enterprise, including but not limited to the SF Bay NERR, SFBJV, SFEP, ASC, DSP, DSC, and IEP.

Products. Institutional relations memo. MOA, MOU, LOI or other voluntary agreement between the SC and other organizations with which it must coordinate for WRMP success.

Task 4: Develop an annual program budget and funding plan. The SC will determine the mechanisms of funding. Optional business models are already being analyzed by the Data Management and Wetland Monitoring Workgroups of the CA Water Quality Monitoring Council, assuming cost sharing with other environmental monitoring organizations through ASC. Cost estimates exist for many of the monitoring methods and tools expected to be used in the WRMP, and for data management, based on previous experience.

Products. Final program budget and a final funding plan.

Task 5: Information Exchange. Workshops will intensively explore four technical monitoring topics: vegetation cover, tidal hydrology, mosquito and vector control, and adaptive marsh management. The SF Bay NERR will lead development for the vegetation cover, tidal hydrology, mosquito and, and adaptive marsh management. Rutgers University will lead development of the vector control workshop. Each workshop will involve regional and outside leading experts, and oversight by SFEP and the SC. The wetland vegetation workshop will examine techniques to characterize wetland plant cover and species composition as indicators of wildlife habitat and changes in aqueous salinity regime. The wetland hydrology workshop will focus on methods and instruments to monitor changes in tidal inundation affected by sea level rise and marsh

surface aggradation, as necessary to assess the risk of tidal marsh drowning. The mosquito and vector control workshop will explore ways to integrate control into marsh design and management. The adaptive management workshop will explore case studies of monitoring used to optimize marshes for multiple benefits, such as flood control, water quality improvement, wildlife support, and recreation. Each workshop will address data collection, QAQC, management, analyzation, visualization, interpretation, and delivery to the SC and other users.

Products. Workshop proceedings translated into outreach materials for the regional scientific community. All outputs from this project will be posted for the public on an updated WRMP website hosted by ASC.

Task 6: Finalize the Program Plan. The outputs from Tasks 1 through 5 will be compiled by SFEP, reviewed by the SC, and packaged as the WRMP Program Plan with oversight by the SC.

Products. Draft and final program plan

Task 7: Administer the grant. SFEP will manage the grant and subcontracts, and assure timely delivery of all interim and final products, including quarterly progress reports, and the grant completion report.

Products. Invoices and quarterly reports.

4. Milestone Schedule.

This project has an anticipated administrative start date of September 2017, based on the USEPA WPDG schedule, with work completed by June 2019 (18 months active period). Project budgets and expenditures will be tracked in SFEP's accounting system by the Project Manager on a monthly basis to ensure that funds are expended in a timely and efficient manner.

Tasks	Subtask	Outputs	Start	End
Task 1: Establish a Steering Committee	Assess stakeholder needs	Final WRMP Prospectus	Sept 2017	Jan 2018
	Plan & host kick-off meeting of SC	SC roster	Nov 2017	Jan 2018
Task 2: Develop Charter & Organizational Chart	Plan & host SC meetings	WRMP Charter	Jan 2018	Apr 2018
	Finalize charter, including mission statement of SC	WRMP Organizational Chart	Jan 2018	June 2018
Task 3: Formalize Institutional Relations	Plan & host SC meetings	Institutional relations memo	June 2018	Dec 2018
	Finalize institutional relations & organizational structure	MOA, MOU, LOI or other voluntary agreements among SC members	June 2018	Dec 2018
Task 4: Develop Program Budget & Funding Plan	Plan & host SC meetings	Final program budget	Jan 2019	June 2019
	Plan & host SC meetings	Final funding plan	Jan 2019	June 2019
Task 5: Conduct outreach to transfer information to wider audiences	Vegetation Monitoring Workshop	Workshop summary report	June 2018	June 2019
	Tidal regime workshop	Workshop proceedings report	June 2018	June 2019
	Mosquito Abatement workshop	Workshop proceedings report	June 2018	June 2019
	WRMP SC Adaptive Management workshop	Workshop proceedings report	June 2018	June 2019
Task 6: Final Program Report	Develop final program report	Draft & Final program report	April 2019	June 2019
Task 7: Contract Management	Ongoing contract management	Invoices and quarterly reports	Sept 2017	June 2019

5. Detailed Budget

The Association of Bay Area Governments, a joint powers agency acting on behalf of the San Francisco Estuary Partnership, will be the grant recipient. ASC, a Joint Powers Authority (and staffed by SFEI); San Francisco Bay National Estuarine Research Reserve; and Rutgers University

will be sub-awardees under this proposal. ASC will receive \$56,020 of the Federal dollars requested, the San Francisco Bay National Estuarine Research Reserve (fiscally sponsored by San Francisco State University) will receive \$14,871.80, and Rutgers University will receive \$25,200. Several agencies and organizations will need to provide input and review for successful program development at the regional level. SFEP will issue several small subawards for scientific and technical expertise on the Steering Committee. Expected subrecipients may include SFBJV, SCC, SF Bay NERR, BCDC, the Delta Stewardship Council, and the SF Bay Regional Water Quality Control Board for a total not to exceed \$25,000. In addition, \$25,000 is listed for writing support to develop the final report. The estimated travel costs associated with outreach and coordination between partners are \$2,500. The estimated printing costs associated with printing the final report for distribution by partners is \$1,500.

Project Tasks	Federal Dollars Requested	Non-Federal in-kind Match	Total Project Task Cost
Task 1. Develop the WRMP Steering Committee	\$50,872.80	\$16,694.00	\$67,566.80
Task 2. Develop Charter & Organizational Chart	\$19,929.20	\$6,492.00	\$26,421.20
Task 3. Formalize Institutional Relations	\$26,305.60	\$8,347.00	\$34,652.60
Task 4. Develop Program Budget & Funding Plan	\$41,058.40	\$17,622.00	\$58,680.40
Task 5. Conduct Outreach to Transfer Information to Wider Audiences	\$55,096.60	\$18,550.00	\$73,646.60
Task 6. Final Program Report	\$44,492.80	\$14,840.00	\$59,332.80
Task 7: Administration & Contract Management	\$40,489.60	\$10,203.33	\$50,692.93
Total Dollars	\$278,245.00	\$92,748.33	\$370,993.33

Non-Federal in-kind matching funds for this grant will total \$92,748.33 (25% of Total Project Cost) and come from ASC's active State Water Board project to develop the governance structure of a Russian River Regional Monitoring Program in the North Coast Region.

6. Transfer of Results. All interim and final outputs of this project will be provided to the Bay Area regional community of wetland interests and to the public at large through the websites and list-serves of the SFEP, ASC and SF Bay NERR. WRMP leadership will present the WRMP at the State of the Estuary Conference and other regional forums as appropriate. ASC will communicate the progress and findings of this project to other regional monitoring efforts, including the South Coast Wetlands Restoration Project, Russian River Regional Monitoring Program, Klamath Basin Monitoring Program, Tahoe Regional Monitoring Program, and the Bay-Delta Interagency Ecological Program. ASC will begin transferring to the SF Bay NERR the training curricula for any existing WRAMP tools adopted by the WRMP, such as BAARI, Project Tracker, Monitoring Site Tracker, and the Landscaper Profile Tool. The transfer of training materials will focus on any updates to curricular materials resulting from a sister WPDG proposal submitted by ASC titled "Adapting EcoAtlas Tools and Technical Training to Support Regional Watershed Restoration Planning and Tracking."

Workshops to a wider community of wetland practitioners will provide further opportunity for information transfer. Workshops will explore four technical monitoring topics: vegetation cover, tidal hydrology, mosquito and vector control, and adaptive marsh management. All workshops will be advertised broadly through the SF Bay NERR mailing list of over 4,500 subscribers, as well as ASC & SFEP lists. Workshop proceedings reports will be posted on WRMP website provided by ASC.

7. Outputs, Outcomes, and Tracking.

Outputs ³	Expected Outcomes	Links to EPA Strategy ⁴	Tracking Outputs and Outcomes
Steering Committee	<ul style="list-style-type: none"> Increased awareness of the California WPP among regional and local agencies affecting aquatic resource protection in the Bay Area. 	<p>These outcomes will increase the collective effectiveness of efforts by individual federal, state, regional, and local public partners to “increase the net acres of wetlands” in accordance with EPA strategy. The outcomes will improve the alignment and coordination of agencies’ plans, permits, and monitoring. Agencies responsible for either habitat or water quality will realize positive synergies that result in more successful wetland restoration, and will help account for the public’s investment in wetland restoration.</p>	<p>This project will yield public reports on the status of efforts to develop a Bay Area Wetlands Regional Monitoring Program. In addition to quarterly progress reports to USEPA from SFEP, each participating agency can provide public briefings through their governing boards, websites and newsletters. The CA Water Quality Monitoring Council will also be briefed. Testimony regarding the intended outcomes will be solicited from the WRMP Steering Committee and reported to USEPA.</p>
Charter			
Institutional Relations	<ul style="list-style-type: none"> Increased understanding of adaptive management frameworks, regional governance of monitoring, and monitoring science and technology in the service of aquatic resource protection among WRMP participants. 		
Develop an annual program budget and funding plan	<ul style="list-style-type: none"> Alignment of existing environmental policies and programs as incentives and sources of funding for Bay Area regional wetland monitoring and assessment, with special regard for coordinated and streamlined environmental review and permitting for wetland restoration projects. 		
Information Exchange			
WRMP Program Plan			

8. Programmatic Capability/ Technical Expertise/ Qualifications.

For over 20 years, SFEP has undertaken many large-scale, multi-million dollar projects funded by government grants and contracts designed to improve water quality in the Bay Area. With dozens of key agencies and nonprofits involved in the conferences, committees, and programs

³ Please see section B-3, “Project Tasks,” for information about how the Outputs will be achieved.

⁴ As requested, Outcomes are linked to Strategic Goal of working with partners to achieve net increase in wetlands.

of SFEP, there is a track record of achievement and project management especially suited to this proposal. SFEP works with over 80 governmental agencies, consortiums, NGO's, and scientific institutions to implement the Comprehensive Conservation and Management Plan (CCMP), a set of 32 Actions for a Healthy Estuary. The CCMP works on a 5-year planning horizon, and includes measurable environmental and programmatic outcomes.

The SF Bay NERR is part of the NOAA's nationwide network of 28 estuarine research reserves that all share common goals: (1) conducting standardized long-term monitoring, (2) supporting applied environmental research, (3) providing stewardship, and (4) linking science with decision making. The SF Bay Wetland Science and Coastal Training Program links science and management through training and technical assistance. Key objectives of the program are to provide the best available science, tools, and techniques to those individuals and groups whose actions impact coastal watersheds, estuaries and near-shore waters.

ASC is a Joint Powers Authority created by the SWRCB and the Bay Area Clean Water Agencies to assist with the efficient delivery of financial, scientific, monitoring, and information management support functions. SFEI, a not-for-profit science organization founded through the San Francisco Estuary Project of USEPA Region 9, staffs ASC. SFEI leads ongoing technical efforts to build state capacity for wetland protection, including the development of many of the WRAMP tools identified in the California WPP. SFEI- has served as one of the CEDEN Regional Data Centers since 2007 and provides a range of technical services to the San Francisco Bay-Delta and Northern Coastal and Sierra communities.

Key personnel include the following staff. Resumes are included in Appendix A.

Caitlin Sweeney, SFEP, Director: The PI from SFEP will be Caitlin Sweeney. Ms. Sweeney manages overall program direction and SFEP staff. Caitlin joined the Estuary Partnership in 2011 as a Senior Environmental Planner and was promoted to Director in 2015. Prior to coming to the Partnership she spent twelve years at the San Francisco Bay Conservation and Development Commission, ultimately as Chief Deputy Director. Caitlin has a B.A. in Biological and Environmental Studies from Mills College, and a Master's in Marine Affairs from the University of Washington.

Joshua N. Collins, Ph.D., SFEI-ASC, Chief Scientist: The PI from SFEI-ASC will be Josh Collins, PhD. Dr. Collins has more than 35 years of experience as a wetland and stream ecologist and regional ecological planner. Dr. Collins serves on multiple technical advisory groups dedicated to building Federal and State capacity for the protection of wetlands and related natural resources.

Heidi Nutters, SFEP, Environmental Planner: Ms. Nutters manages a broad suite of grants focused on climate resilience and outreach. Prior to joining the Partnership, she managed the Coastal Training Program for the SF Bay NERR. Heidi was previously a NOAA Coastal Management Fellow with the San Francisco Bay Conservation and Development Commission. Ms. Nutters has significant training and experience in facilitation, outreach, and stakeholder engagement. She received a B.A. from Antioch College and a M.A. in Environmental Studies from Brown University.

Aimee Good, SF Bay NERR, Coastal Training Program Coordinator: Training Lead. Ms. Good has over 15 years of experience in leading a successful wetland science professional development program. She has both field and technical experience working in private consulting, on federal

and state funded projects and serves on the management teams of the Sentinel Site Cooperative, the Romberg Tiburon Center and the SF Bay NERR Advisory Board.

Michael C. Vasey, Ph.D., SF Bay NERR, Reserve Manager: Dr. Vasey was Acting Manager for the SF Bay NERR in the 1990's and helped design the SF Bay NERR to focus on providing long-term research and monitoring of remnant historic marshes as reference sites for tidal wetland restoration in the San Francisco Estuary. He is a community ecologist with a special focus on tidal wetland vegetation.

Karl Malamud-Roam, Rutgers University, Senior Research Scientist: Dr. Malamud-Roam is a Senior Research Scientist at Rutgers University and the Manager of the Public Health Pesticides Program at the federal/state research collaboration known as IR-4 (<http://ir4.rutgers.edu/>). Karl has a BA in Biology from Princeton University and an MA and Ph.D. from UC Berkeley. He has worked with wetland ecosystems, focusing on mosquito ecology and mosquito control methods, for over 25 years, with much of his fieldwork taking place in the Bay Area marshlands.

9. Partnership Information.

SFEP will serve as the grant administrator. For the purposes of this grant, SFEP will provide leadership in convening SC members as well as facilitation and administrative support. ASC will provide scientific and technological support. The SF Bay NERR will provide scientific leadership including lessons learned from a successful monitoring program, as well as leadership on information transfer through workshops. Rutgers University will provide leadership on vector control issues, and information transfer. ASC and the SF Bay NERR will assure coordination with the other regional monitoring programs, including the [Sentinel Site Program](#), the [Bay RMP](#) and [Delta RMP](#), the [Central Coast Ambient Monitoring Program](#), [Southern California Bight Regional](#)

[Monitoring Program](#), and the emerging program of the [Southern California Wetland Recovery Project](#). The process to establish the WRMP will include outreach to local agencies, private consultancies, and NGOs engaged in tidal marsh restoration and management.

This proposal represents a crucial next step of existing work of partners to establish a successful WRMP in the San Francisco Bay. The CCMP was adopted in 2016 by the SFEP Implementation Committee after a 2-year partner engagement process and Action 2 was written with broad support from the wetland and restoration community. A meeting in January 2017, organized by EPA, of regional monitoring and permitting stakeholders attracted over 60 participants from federal, state, regional and local agencies and included a number of next steps for the wetland monitoring community. This included many of the formative project tasks proposed here. The work of the WRMP will build off the CCMP and the January 2017 meeting.

10. Past Performance.

SFEP has enjoyed multiple grant agreements with USEPA to build Bay-Delta capacity to implement the SF Estuary CCMP. SFEP maintains primary responsibility for ensuring successful completion of the grant project. SFEP/ABAG issues written subaward agreements with carefully detailed work scopes, schedules, and deliverables, including progress reports that provide timely information on project outputs and outcomes. SFEP oversees and compiles information for the grant progress reports and submits to funding agencies in timely fashion. SFEP monitors project progress, costs, and achievements and works in close collaboration with subrecipients and funding agencies to ensure projects are completed on time, within budget, and on target to achieve the desired environmental outcomes. Should projects be delayed due to implementing partner issues, SFEP is in close communication with funders to communicate the issues and

achieve workable solutions for all parties. All grants managed by SFEP have submitted acceptable final technical project reports that demonstrate successful project completion.

Client	Contract #	Contract Project Title	Amount	Start Date	End Date
EPA	W9- 99T26201	Urban Greening Bay Area	\$1,730,862	07/01/2015	12/31/2018
EPA	W9-99T03401	Guadalupe Watershed Calcine Removal	\$800,000	01/13/2014	12/31/2017
EPA	W9-00T92401	Flood Control 2.0: Rebuilding Habitat and Shoreline Resilience through a New Generation of Flood Control Design and Management	\$1,552,059	07/01/2012	12/30/2016
EPA	CE-00T47801	National Estuaries Program CCMP Implementation	\$4,471,134	10/01/2010	09/30/2017
EPA	EM-00T34101	Estuary 2100 Phase 2	\$3,613,704	03/10/2010	03/31/2017

C. Restoration Demonstration Project Information. (Not Applicable)

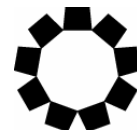
D. Quality Assurance/Quality Control. (Not Applicable)

E. Invasive Species Control. (Not Applicable)

F. Other Supporting Documents. Citations, Staff Resumes and Support Letters (see Appendix A)

ASSOCIATION OF BAY AREA GOVERNMENTS

Representing City and County Governments of the San Francisco Bay Area



ABAG

Date: September 14, 2017
To: ABAG Executive Board
From: Executive Director
Subject: **Adoption of Resolution No. 14-17 Authorizing MTC Consolidated Staff to Execute San Francisco Bay Region Integrated Regional Water Management (IRWM) Grant Documents**

Executive Summary

ABAG and the California Department of Water Resources (DWR) have entered into three agreements for Integrated Regional Water Management (IRWM) grants on behalf of the Bay Area Integrated Regional Water Management Plan Coordinating Committee. The Contract for Services between MTC and ABAG effective July 1, 2017 provides for the transition of ABAG staff to MTC and for MTC to use the consolidated staff to carry out all of ABAG's programs on ABAG's behalf. As requested by DWR, attached Resolution No. 14-17 describes what is authorized under the Contract for Services and specifically authorizes members of MTC consolidated staff to execute documents that may be required in connection with the IRWM grants.

Recommended Action

The Executive Board is requested to adopt Resolution No. 14-17 authorizing the Executive Director of the Metropolitan Transportation Commission, or designee, to execute documents in connection with Bay Area Region Integrated Regional Water Management (IRWM) grants.



Steve Heminger

Attachment

Resolution No 14-17

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**ASSOCIATION OF BAY AREA GOVERNMENTS
EXECUTIVE BOARD**

RESOLUTION NO. 14-17

AUTHORIZING THE EXECUTIVE DIRECTOR OF THE METROPOLITAN TRANSPORTATION COMMISSION, OR DESIGNEE TO EXECUTE DOCUMENTS IN CONNECTION WITH AGREEMENT NUMBERS 4600010575, 4600010883 AND 4600011486 BETWEEN THE CALIFORNIA DEPARTMENT OF WATER RESOURCES AND THE ASSOCIATION OF BAY AREA GOVERNMENTS FOR PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) GRANTS ON BEHALF OF THE BAY AREA INTEGRATED REGIONAL WATER MANGEMENT PLAN COORDINATING COMMITTEE FOR THE SAN FRANCISCO BAY AREA

WHEREAS, the Association of Bay Area Governments (ABAG) and the California Department of Water Resources (DWR) have entered into agreements numbers 4600010575, 4600010883, and 4600011486 for Integrated Regional Water Management grants (Grants) on behalf of the Bay Area Integrated Regional Water Management Plan Coordinating Committee; and

WHEREAS, ABAG and the Metropolitan Transportation Commission (MTC) have entered into a Contract for Services (CS) effective July 1, 2017 which provides for the transition of ABAG staff to MTC and for MTC to use the consolidated staff to carry out all of ABAG's programs on ABAG's behalf; and

WHEREAS, the CS recognizes that ABAG retains existing and future assets and liabilities, including those assets and liabilities associated with the Grants; and

WHEREAS, ABAG has previously designated the ABAG Executive Director, or his designee, as the person authorized to execute documents as may be required or convenient in connection with the implementation of the Grants; and

WHEREAS, the position of the ABAG Executive Director is vacant and the CS authorizes the MTC consolidated staff to act on behalf of ABAG.

**ASSOCIATION OF BAY AREA GOVERNMENTS
RESOLUTION NO. 14-17**

NOW THEREFORE, BE IT RESOLVED that the Executive Board of the Association of Bay Area Governments hereby authorizes the following members of the MTC consolidated staff to execute documents that may be required or convenient in connection with the implementation of Grant Agreements Numbers 4600010575, 4600010883, and 4600011486 between ABAG and DWR:

Steve Heminger, Executive Director, MTC;
Alix Bockelman, Deputy Executive Director, Policy, MTC;
Andrew Fremier, Deputy Executive Director, Operations, MTC;
Brad Paul, Deputy Executive Director, Local Government Services, MTC;

The foregoing was adopted by the Executive Board this 21st day of September, 2017.

Julie Pierce
President

Certification of Executive Board Approval

I, the undersigned, the appointed and qualified Clerk of the Board of the Association of Bay Area Governments (Association), do hereby certify that the foregoing resolution was adopted by the Executive Board of the Association at a duly called meeting held on the 21st day of September, 2017.

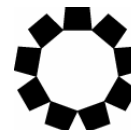
Frederick Castro
Clerk of the Board

Approved as to Legal Form

Adrienne Weil
General Counsel
Metropolitan Transportation Commission

ASSOCIATION OF BAY AREA GOVERNMENTS

Representing City and County Governments of the San Francisco Bay Area



ABAG

Date: September 14, 2017
To: ABAG Executive Board
From: Executive Director
Subject: **Authorization to Enter into Contract Agreement Renewal with Santa Clara Valley Water District for Permit Assistance**

Executive Summary

Since 2008, the Santa Clara Valley Water District (District) has provided financial assistance to the San Francisco Estuary Partnership (SFEP) to provide staff resources to the San Francisco Bay Regional Water Quality Control Board (Water Board) to expedite service requests from the District. A dedicated staff member of ABAG/SFEP has performed these services. The District seeks to renew its arrangement through a new two-year agreement from October 1, 2017 through September 30, 2019. Funding from the District will be \$289,672.

Recommended Action

The Executive Board is requested to authorize the Executive Director of the Metropolitan Transportation Commission to enter into a contract agreement with the Santa Clara Valley Water District on behalf of the San Francisco Estuary Partnership to support a staff person to assist the Water Board with permitting and other services for the District for \$289,672 for the period from October 1, 2017 through September 30, 2019.



Steve Heminger

Attachment

Request for Executive Board Approval

REQUEST FOR EXECUTIVE BOARD APPROVAL

Summary of Consultant Contract

Work Item No.: 1720

Work Project Title: San Francisco Estuary Partnership

Purpose of Project: Enter into Contract Agreement Renewal for Permit Assistance

Brief Scope of Work: Continue to provide existing staff resources to San Francisco Bay Regional Water Quality Control Board to expedite service requests from the Santa Clara Valley Water District

Total Funds to be Awarded: Up to \$289,672

Funding Source: Santa Clara Valley Water District

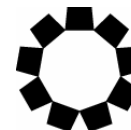
Fiscal Impact: Funds programmed in FY 2017-18 Budget

Motion by Board: That the San Francisco Estuary Partnership to enter into an agreement with the Santa Clara Valley Water District for an amount up to \$289,672 for October 1, 2017 through September 30, 2019, to support an existing staff person to assist the Water Board with permitting and other services for the District, and to approve the Executive Director of the Metropolitan Transportation Commission, or designee, entering into the agreement/contract.

Executive Board:

Julie Pierce, ABAG President

Approved Date:



Date: September 14, 2017

To: ABAG Executive Board

From: Executive Director

Subject: **Adoption of Resolution No. 15-17 Authorizing Acceptance of Assistance Grant Funds from U.S. Geological Survey**

Executive Summary

Currently, the U.S. Geological Survey (USGS) is leading a scenario called HayWired, in the San Francisco Bay Area. The HayWired scenario is a hypothetical, but realistic earthquake sequence initiating with a rupture of the Hayward Fault; the mainshock is a magnitude 7.0 with the hypocenter in Oakland. The project recognizes the interconnectedness at many levels: interdependencies of lifeline, social connectivity through technology, and the ripple effects of damages and destruction throughout the economy encompassing the digital economy.

The success of the HayWired project is contingent on relationships with communities and businesses in the Bay Area. Given the community focus of the scenario, ABAG will be instrumental in complementing existing efforts using ABAG's channels and capabilities for reaching and engaging with constituents. Furthermore, ABAG is pursuing initiatives of resilience and adaptation that align with new themes encompassed by the HayWired scenario.

For the HayWired scenario supported by USGS grant funding, ABAG will host joint ABAG/USGS workshops and exercises to engage Bay Area cities and counties in understanding and enhancing resilience to earthquakes.

The USGS Grant G17AC00135 in the amount of \$50,000 will fund the HayWired outreach. The period of performance is April 27, 2017 through April 30, 2018. There are no required matching funds.

Assistance Grant Funds from U.S. Geological Survey

September 14, 2017

Page 2

Recommended Action

The Executive Board is requested to authorize the Executive Director of the Metropolitan Transportation Commission to accept USGS Assistance grant funds to support HayWired outreach and to conduct joint ABAG/USGS workshops and exercises to engage Bay Area cities and counties in understanding and enhancing resilience to earthquakes.



Steve Heminger

Attachment

Resolution No. 15-17

**ASSOCIATION OF BAY AREA GOVERNMENTS
EXECUTIVE BOARD**

RESOLUTION NO. 15-17

AUTHORIZING ACCEPTANCE OF USGS GRANT

WHEREAS, The USGS is currently leading a scenario called HayWired, in the San Francisco Bay Area;

WHEREAS, the success of the HayWired project is contingent on relationships with communities and businesses in the Bay Area;

WHEREAS, ABAG will be instrumental in complementing existing efforts using ABAG's channels and capabilities for reaching and engaging with constituents; and

WHEREAS, ABAG has been awarded a USGS grant (Cooperative Agreement G17AC00135) funds in the amount of \$50,000.

**ASSOCIATION OF BAY AREA GOVERNMENTS
RESOLUTION NO. 15-17**

NOW THEREFORE, BE IT RESOLVED that the Executive Board of the Association of Bay Area Governments hereby authorizes the Executive Director of the Metropolitan Transportation Commission, or his designee, to execute all documents and take actions necessary to accept the USGS Non-Competitive Assistance grant.

The foregoing was adopted by the Executive Board this 21st day of September, 2017.

Julie Pierce
President

Certification of Executive Board Approval

I, the undersigned, the appointed and qualified Clerk of the Board of the Association of Bay Area Governments (Association), do hereby certify that the foregoing resolution was adopted by the Executive Board of the Association at a duly called meeting held on the 21st day of September, 2017.

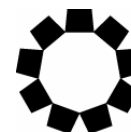
Frederick Castro
Clerk of the Board

Approved as to Legal Form

Adrienne Weil
General Counsel
Metropolitan Transportation Commission

ASSOCIATION OF BAY AREA GOVERNMENTS

Representing City and County Governments of the San Francisco Bay Area



ABAG

REVISED

Date: September 21, 2017
To: ABAG Executive Board
From: Executive Director
Subject: **Approval of Contract Agreements with Local Project Sponsors for Eight Bay Area Integrated Regional Water Management Projects (IRWM Round 4) and Notification of Revised Project Funding Amounts**

Executive Summary

At the July 16, 2015 meeting of the Executive Board of the Association of Bay Area Governments, the Board adopted Resolution Number 05-15 authorizing the submittal of a grant application to the California Department of Water Resources to obtain an Integrated Regional Water Management Implementation Grant pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code Section 75001 *et seq.*), and to enter into an agreement with the California Department of Water Resources to execute a grant agreement for the San Francisco Bay IRWM Prop 84 Round 4 Implementation Projects. The grant was awarded to ABAG on January 13, 2016. Projects in IRWM Round 4 are as follows:

Project	Agency	Grant Amount	LPS Agreement Executed
Grant Administration	ABAG/SFEP	\$1,858,745	No LPS agreement needed
Anderson Dam Seismic Retrofit Project	Santa Clara Valley Water District	\$4,090,000 <i>Proposing to DWR: cancel this project, reallocate funds</i>	No; project will be cancelled

IRWM Round 4 Local Project Sponsor Agreements

September 12, 2017

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Project	Agency	Grant Amount	LPS Agreement Executed
Marin 2020 Turf Replacement Project	Marin Municipal Water District	\$781,563	Yes
East Palo Alto Groundwater Supply Project	City of East Palo Alto	\$1,506,050 <i>Proposing to DWR: add \$1,052,000 for new total of \$2,558,050</i>	Yes
Coastal San Mateo County Drought Relief Phase II	San Mateo Resource Conservation District	\$1,400,000	Yes
San Francisquito Creek Flood Protection and Ecosystem Restoration Project <i>Proposing to DWR: change project name to San Francisquito Creek Flood Damage Reduction and Ecosystem Restoration Capital Improvement Project</i>	State Coastal Conservancy <i>Proposing to DWR: change Local Project Sponsor to San Francisquito Creek Joint Powers Authority</i>	Original \$1,044,351 <i>Proposing to DWR: add \$3,038,000 for new total of \$4,082,351</i>	No
Mountain View Shoreline Portion of SBSPR Project	State Coastal Conservancy	\$4,807,998	Yes
Eden Landing Portion of SBSPR Project	State Coastal Conservancy	\$3,265,121	No
Novato Creek Phase 1 and/or Bel Marin Keys	State Coastal Conservancy	\$3,551,607	No
Shoreline Resilience – Sea Level Rise Preparedness	State Coastal Conservancy	\$12,669,077	No
Total		\$21,469,025	

The San Francisco Estuary Partnership and ABAG will provide overall grant management services for the DWR grant until its termination date of December 31, 2020.

IRWM Round 4 Local Project Sponsor Agreements

September 12, 2017

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The master grant between Department of Water Resources and ABAG was executed on August 15, 2016, and development of contract agreements with Local Project Sponsors who will implement the projects funded under the grant followed immediately. Several were signed without attaining Executive Board approval (during a period of staff transition, this milestone was missed). We seek ratification of Local Project Sponsor agreements with:

- Marin Municipal Water District,
- City of East Palo Alto,
- San Mateo Resource Conservation District, and
- State Coastal Conservancy

We also request authorization for the Local Project Sponsor agreements which are not yet executed, with:

- State Coastal Conservancy for its projects in Eden Landing, Novato Creek, and the Shoreline Resilience project.

Several project changes require changes to the originally established project scopes of work and funding amounts. SFEP staff will bring a request for amendment to the Department of Water Resources to cancel the Anderson Dam project and direct its funds to the City of East Palo Alto Groundwater Supply Project and the San Francisquito Creek Flood Protection and Ecosystem Restoration Project.

- The Anderson Dam project could not complete its CEQA documentation in time for this grant project and has withdrawn.
- The San Francisquito Creek project needs scope variations, schedule changes, and additional funds (\$3,038,000) from DWR, bringing the project cost from \$1,044,351 to \$4,082,351. Increased costs to the project arose due to discovery of nesting sites of Ridgway's Rail and Salt Marsh Harvest Mouse, requiring special avoidance measures and with additional overwintering environmental protective measures required. Increased scope elements and phasing, also added to project costs
- In addition, the San Francisquito Creek project will be led by a new Local Project Sponsor, the San Francisquito Creek Joint Powers Authority (SFCJPA). The SFCJPA is the project sponsor on another San Francisquito Creek project also funded by DWR. The project title will be changed to reflect that the other DWR grant work coordinated by SFCJPA will be Phase 1 and the Round 4 project will be Phase 2.
- The East Palo Alto Groundwater Supply project brought in bids that exceeded estimates and funds available for vital increase of drinking water supply and fire suppression. We will request DWR reallocate \$1,052,000 from the Anderson Dam project to bring the East Palo Alto project grant funding total from \$1,506,050 to \$2,558,050.

LPS agreements will be modified as needed after the amendment is executed.

IRWM Round 4 Local Project Sponsor Agreements

September 12, 2017

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Recommended Action

The Executive Board is requested to ratify and to approve the agreements with the Local Project Sponsors listed above for the grant's effective dates from January 17, 2014 to December 31, 2020, to implement Integrated Regional Water Management Round 4 projects, and to approve the Executive Director of the Metropolitan Transportation Commission, or designee, entering into the agreements.



Steve Heminger

Attachments

1. ABAG Resolution 05-15 Authorizing Application and Entering into Grant Agreement
2. ABAG-DWR IRWM 4 Executed Agreement
3. Executed LPS Agreements for Ratification
 - a. Marin Municipal Water District
 - b. City of East Palo Alto
 - c. San Mateo Resource Conservation District
 - d. State Coastal Conservancy—Mountain View Shoreline
4. Draft LPS Agreements for Approval [To Be Sent Under Separate Cover]
 - a. Amendment City of East Palo Alto
 - b. San Francisquito Creek Joint Powers Authority – San Francisquito Creek
 - c. State Coastal Conservancy—Eden Landing
 - d. State Coastal Conservancy—Novato Creek and Shoreline Resilience
5. ABAG Request for Amendment to DWR

REQUEST FOR EXECUTIVE BOARD APPROVAL
Summary of Consultant Contract Amendment

Work Item No.: 1720

Local Project Sponsors: Marin Municipal Water District, City of East Palo Alto, San Mateo Resource Conservation District, State Coastal Conservancy

Work Project Title: Integrated Regional Water Management Projects, Round 4

Purpose of Project: Implement integrated regional water management projects across the region.

Brief Scope of Work: Implement Marin 2020 Turf Replacement Project, East Palo Alto Groundwater Supply Project, Coastal San Mateo County Drought Relief Phase II, San Francisquito Creek Flood Protection and Ecosystem Restoration Project, Mountain View Shoreline Restoration, Eden Landing Restoration, Novato Creek Phase 1 and/or Bel Marin Keys, and Shoreline Resilience-Sea Level Rise Preparedness Projects.

Project Cost Not to Exceed: \$21,469,025

Funding Source: California Department of Water Resources

Fiscal Impact: Funds programmed in FY 2017-18 Budget

Motion by Committee: The Executive Board is requested to ratify and to approve the agreements with the Local Project Sponsors listed above for the grant's effective dates from January 17, 2014 to December 31, 2020, to implement Integrated Regional Water Management Round 4 projects, and to approve the Executive Director, or designee, entering into the agreements.

Executive Board: _____
Julie Pierce, ABAG President

Approved Date: _____

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**ASSOCIATION OF BAY AREA GOVERNMENTS
EXECUTIVE BOARD**

RESOLUTION NO. 05-15

**AUTHORIZING THE EXECUTIVE DIRECTOR OR DESIGNEE TO SUBMIT AN
APPLICATION AND EXECUTE AN AGREEMENT WITH THE CALIFORNIA
DEPARTMENT OF WATER RESOURCES FOR AN IRWMP IMPLEMENTATION
GRANT ON BEHALF OF THE SAN FRANCISCO BAY REGION**

WHEREAS, the Association of Bay Area Governments (ABAG) is the home agency for the San Francisco Estuary Partnership SFEP, a coalition of resource agencies, non-profits, citizens, and scientists working to protect, restore, and enhance water quality and fish and wildlife habitat in and around the San Francisco Bay Delta Estuary, and

WHEREAS, ABAG is eligible to apply to the California Department of Water Resources to obtain an Integrated Regional Water Management Implementation Grant pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code Section 75001 et seq.), and

WHEREAS, the ABAG Executive Board adopted the San Francisco Bay Integrated Regional Water Management Plan to encourage integrated regional strategies for management of water resources and to provide funding for implementation projects that support the plan by Resolution No. 11-06 and the Revised IRWMP Plan by Resolution No. 04-14 dated March 20, 2014.; and


WHEREAS, the Coordinating Committee (CC), the Regional Water Management Group for the Bay Area IRWMP selected ABAG/SFEP to be the Applicant for the next round of IRWMP Proposition 84 Round 2 funding and selected 10 regionally located projects for this application; and

WHEREAS, the total amount of state funding requested under the grant application is \$41,305,435 and all project match will be met by project partners and SFEP from compatible grants or in-kind services.

**ASSOCIATION OF BAY AREA GOVERNMENTS
RESOLUTION NO. 05-15**

NOW, THEREFORE, BE IT RESOLVED that the Executive Board of the Association of Bay Area Governments hereby approves that application be made to the California Department of Water Resources to obtain a 2015 Integrated Regional Water Management Grant pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code Section 75001 et seq.), and to enter into an agreement to receive a grant for the Bay Area Regional Climate Change Preparedness Program. The Executive Director, or designee, of the Association of Bay Area Governments is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with the California Department of Water Resources.


The foregoing was adopted by the Executive Board this 16th day of July, 2015.



Julie Pierce
President


Certification of Executive Board Approval

I, the undersigned, the appointed and qualified Secretary-Treasurer of the Association of Bay Area Governments (Association), do hereby certify that the foregoing resolution was adopted by the Administrative Committee of the Association at a duly called meeting held on the 16th day of July, 2015.



Ezra Rapport
Secretary-Treasurer

Approved as To Legal Form



Kenneth K. Moy
Legal Counsel

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
ASSOCIATION OF BAY AREA GOVERNMENTS
AGREEMENT NUMBER 4600011486
2015 PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANT
CALIFORNIA PUBLIC RESOURCES CODE § 75026 ET SEQ.**

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

1. PURPOSE. State shall provide funding from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to Grantee to assist in financing projects associated with the San Francisco Bay Area IRWM Region Plan pursuant to Chapter 8 (commencing with §79560) of Division 26.5 of the California Water Code (CWC), hereinafter collectively referred to as "IRWM Program."
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on December 31, 2020, or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement.
3. GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed \$21,469,025.
4. GRANTEE COST SHARE. Grantee agrees to fund the difference between the Total Project Cost and the Grant Amount (amount specified in Paragraph 3). Grantee Cost Share consists of Funding Match and Additional Cost Share, as documented in Exhibit B (Budget). Additional Cost Share will not be reviewed by the State for invoicing purposes; however, the Grantee is required to maintain all financial records associated with the project in accordance with Exhibit I (State Audit Document Requirements and Funding Match Guidelines for Grantees).
5. FUNDING MATCH. Grantee is required to provide a Funding Match (non-State funds) of not less than 25 percent of the Grand Total of all the total project costs unless a Disadvantaged Community project waiver is granted. Grantee agrees to provide Funding Match for the amount as documented in Exhibit B (Budget), and may include expenses directly related to Exhibit A (Work Plan) after January 1, 2011.
6. GRANTEE'S RESPONSIBILITY. Grantee and its representatives shall:
 - a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Budget) and Exhibit C (Schedule).
 - b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 financing.
 - c) Comply with all applicable California laws and regulations.
 - d) Implement the Projects in accordance with applicable provisions of the law.
 - e) Fulfill its obligations under the Grant Agreement, and be responsible for the performance of the projects.
7. LOCAL PROJECT SPONSOR'S RESPONSIBILITY. Grantee shall assign Local Project Sponsors to act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors shall be assigned in accordance with the participating agencies identified in the Bay Area Regional Climate Change Preparedness grant application. Exhibit F identifies Local Project Sponsors. Local Project Sponsors shall also act on behalf of Grantee in the fulfillment of Grantee responsibilities where specifically specified in this Grant Agreement.
8. BASIC CONDITIONS. State shall have no obligation to disburse money for projects under this Grant Agreement until Grantee has satisfied the following conditions (if applicable):

- a) Grantee and Local Project Sponsors demonstrate the availability of sufficient funds to complete each project by submitting the most recent 3 years of audited financial statements and submitting an Audited Financial Statement Summary for each Local Project Sponsor.
- b) Grantee must demonstrate compliance with the groundwater compliance options set forth on pages 14 and 15 of the IRWM Program Guidelines, dated May 2015.
- c) Grantee submits deliverables as specified in Paragraph 19 of this Grant Agreement and in Exhibit A.
- d) Prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State for each project:
 - 1) Final plans and specifications certified by a California Registered Professional (Civil Engineer or Geologist, as appropriate) for the approved projects as listed in Exhibit A of this Grant Agreement.
 - 2) Environmental Documentation:
 - i) Grantee submits to the State all applicable environmental permits,
 - ii) Documents that satisfy the CEQA process are received by the State,
 - iii) State has completed its CEQA compliance review as a Responsible Agency, and
 - iv) Grantee receives written concurrence from the State of Lead Agency's CEQA documents and State notice of verification of environmental permit submittal.

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

- 3) A monitoring plan as required by Paragraph 21, "Project Monitoring Plan Requirements."
9. DISBURSEMENT OF FUNDS. State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation.
10. ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reasonable administrative expenses may be included as Total Project Costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, and implementation. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the projects including the portion of overhead and administrative expenses that are directly related to the projects included in this Grant Agreement in accordance with the standard accounting practices of the Grantee. Work performed on the projects after January 17, 2014, shall be eligible for reimbursement.

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

- a) Costs, other than those noted above, incurred prior to the award date of the Grant.
- b) Operation and maintenance costs, including post construction performance and monitoring costs.
- c) Purchase of equipment that is not an integral part of a project.
- d) Establishing a reserve fund.
- e) Purchase of water supply.
- f) Monitoring and assessment costs for efforts required after project construction is complete.

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

11. METHOD OF PAYMENT.

- a) **Reimbursement** – Submit a copy of invoice for costs incurred and supporting documentation to the DWR Project Manager via Grant Review and Tracking System (GRanTS). Additionally, the original invoice form with signature and date (in ink) of Grantee's Project Representative, as indicated on page 10 of this Grant Agreement, must be sent to the DWR Project Manager for approval. Invoices submitted via GRanTS shall include the following information:
 - 1) Costs incurred for work performed in implementing the project(s) during the period identified in the particular invoice.
 - 2) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the project(s) during the period identified in the particular invoice for the implementation of a project.
 - 3) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - i) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii) Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii) Sufficient evidence (e.g. receipts, copies of checks, time sheets) as determined by the State must be provided for all costs included in the invoice. Additional Cost Share shall be accounted for separately in the progress reports.
 - iv) DWR Project Manager will notify Grantee, in a timely manner, when, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or are not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). After the disbursement requirements in Paragraph 8 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via U.S. mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share, and timely Quarterly Progress Reports as required by Paragraph 19 "Submission of Reports." Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number.
- b) **Advanced Payment** – Water Code § 10551 authorizes advance payment by State for projects which are sponsored by a nonprofit organization; a disadvantaged community (DAC); or, the proponent of a project that benefits a DAC. If these projects are awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of 50% of the grant award; the remaining 50% of the grant award will be reimbursed in arrears. Within 90 calendar days of execution of the Grant Agreement, the Grantee shall provide DWR an Advanced Payment Request. The Advanced Payment Request must contain the following:
 - 1) Documentation demonstrating that each Local Project Sponsor was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.

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

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

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

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

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

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

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

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

Repayment amounts may also include:

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

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

State may consider Grantee's refusal to repay the requested advanced amount a substantial breach of this Grant Agreement subject to the default provisions in Paragraph 14, "Default Provisions." If State notifies Grantee of its decision to demand repayment or withhold the entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

13. WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and State notifies Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 14, the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by State. State may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 14, "Default Provisions." If State notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

14. DEFAULT PROVISIONS. Grantee (and a Local Project Sponsor receiving grant funding through this Grant Agreement) will be in default under this Grant Agreement if any of the following occur:
- a) Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
 - b) Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement.
 - c) Failure to maintain an adopted IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with §10530.
 - d) Failure to operate or maintain project(s) in accordance with this Grant Agreement (Paragraph 20).
 - e) Failure to make any remittance required by this Grant Agreement.
 - f) Failure to comply with Labor Compliance Program requirements (Paragraph 18).
 - g) Failure to submit timely progress reports.
 - h) Failure to routinely invoice State.
 - i) Failure to meet any of the requirements set forth in Paragraph 15, "Continuing Eligibility."

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

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

- c) Terminate the Grant Agreement.
- d) Take any other action that it deems necessary to protect its interests.

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

15. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:

- a) An urban water supplier that receives grant funds governed by this Grant Agreement shall:
 - 1) Maintain compliance with the Urban Water Management Planning (UWMP) Act (Water Code §10610 *et. seq.*) and Sustainable Water Use and Demand Reduction, Part 2.55 of Division 6 (Water Code §10608 *et. Seq.*). Urban water suppliers that submitted AB 1420 compliance Table 2 in the 2015 Implementation Grant Application must submit, until June 30, 2016, either:
 - i) List of tasks to implement the best management practices listed in AB 1420 compliance Table 2 and a corresponding schedule and budget or;
 - ii) The progress toward the 2015 interim Gallons per Capita per Day (GPCD) target. If not meeting the interim target also include a schedule, financing plan, and budget for achieving the GPCD, as required pursuant to Water Code § 10608.24.

By July 1, 2016 all urban water suppliers must submit documentation that demonstrates they are meeting the 2015 interim GPCD target. If not meeting the interim target, also include a schedule, financing plan, and budget for achieving the GPCD, as required pursuant to Water Code §10608.24. Starting June 30, 2017, those urban water suppliers that did not meet their 2015 GPCD target must also submit, by June 30, annual reports that include a schedule, financing plan, and budget for achieving the GPCD (Water Code §10608.24).

- 2) Have their 2010 UWMP deemed consistent by DWR. The 2015 UWMP update must be submitted to DWR by July 1, 2016. If the 2015 UWMP is not submitted to DWR by July 1, 2016, funding disbursements to the urban water supplier will cease until the 2015 UWMP is submitted. If the 2015 UWMP is deemed inconsistent by DWR, the urban water supplier will be ineligible to receive funding disbursements until the inconsistencies are addressed and DWR deems the UWMP consistent. For more information, visit the following website: <http://www.water.ca.gov/urbanwatermanagement>.
- b) An agricultural water supplier receiving grant funding must:
 - 1) Comply with Sustainable Water Use and Demand Reduction requirements outlined in Part 2.55 (commencing with §10608) of Division 6 of the Water Code. Before July 1, 2016, submit a schedule, financing plan, and budget for implementation of the efficient water management practices, required pursuant to Water Code §10608.48.
 - 2) Have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. The most recent AWMP update must have been submitted to DWR by December 31, 2015. To maintain eligibility and continue funding disbursements, an agricultural water supply must have their 2015 AWMP deemed consistent by DWR on or before October 1, 2016. For more information, visit the following website: <http://www.water.ca.gov/wateruseefficiency/agricultural/agmgmt.cfm>.
- c) Grantees diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.
- d) Projects with potential groundwater impacts must demonstrate compliance with the groundwater compliance options set forth on pages 14 and 15 of the IRWM Program Guidelines, dated May 2015.
- e) Project Proponents that have been designated as monitoring entities under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program must maintain reporting compliance, as required by Water Code §10920 and the CASGEM Program.

16. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Projects. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to State.
17. RELATIONSHIP OF PARTIES. Grantee is solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.
18. LABOR COMPLIANCE. Grantee agrees to comply with all applicable California Labor Code requirements and Standard Condition D.28 in Exhibit D. Grantee must, independently or through a third party, adopt and enforce a Department of Industrial Relations-certified Labor Compliance Program (LCP) meeting the requirements of Labor Code § 1771.5 for projects funded by:
- Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006; Public Resources Code § 75075 et seq.) or
 - Any other funding source requiring an LCP.

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

19. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit G. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such projects.
- Progress Reports: Grantee shall submit progress reports on a regular and consistent basis to meet the State's requirement for disbursement of funds. The reporting period shall not exceed one quarter in length. The progress reports shall be sent via e-mail to the State's Project Manager and shall be uploaded into GRanTS at the frequency specified in Exhibit C (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.
 - Accountability Report: Grantee shall submit, on a quarterly basis, an Accountability Report by individual Local Project Sponsor that at a minimum:
 - An itemization of how advanced funds have been expended to date (Expenditure Summary), including documentation that supports the expenditures (e.g. contractor invoices, receipts, personnel hours, etc.). Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B.
 - A funding plan which shows how the remaining advanced funds will be expended.
 - Provides an accounting of distributing the advanced funds to the appropriate Local Project Sponsor.
 - Documents that the funds were spent on eligible reimbursable costs.
 - Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 - Water Management Status Report: Until June 30, 2016, Grantees shall submit status reports on implementation of either AB 1420 status or SBx7-7 water conservation status for the urban water suppliers that submitted an AB 1420 compliance Table 2 in the 2015 Implementation Grant Application. AB 1420

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

- d) Project Completion Report: Grantee shall prepare and submit to State a separate Project Completion Report for each 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 each project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Project Completion Report shall also include, if applicable, certification of final project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Standard Condition D.19 in Exhibit D. A DWR "Certification of Project Completion" form will be provided by the State.
- e) Grant Completion Report: Upon completion of all projects included in Exhibit A, Grantee shall submit to State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Project Completion Report for the final project to be completed under this Grant Agreement. The Grant Completion Report shall include reimbursement status, a brief description of each project completed, and how those projects will further the goals of the IRWM Plan and identify any changes to the IRWM Plan, as a result of project implementation. Retention for the last project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to and approved by the State.
- f) Post-Performance Reports: Grantee shall submit Post-Performance Reports. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of 10 years after the completed project(s) begins operation.

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

21. PROJECT MONITORING PLAN REQUIREMENTS. Grantee shall develop and submit to State a Project Monitoring Plan that incorporates: (1) the Project Performance Monitoring Table requirements outlined in the Proposition 84 2015 IRWM Implementation Grant Proposal Solicitation Package (pages 20 and 21), and (2) the guidance provided in Exhibit J, "Project Monitoring Plan Guidance."
22. STATEWIDE MONITORING REQUIREMENTS. Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76 (commencing with §10780) of Division 6 of California Water Code) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit H (Requirements for Statewide Monitoring and Data Submittal), for web links and information regarding other State monitoring and data reporting requirements.
23. NOTIFICATION OF STATE. Grantee shall promptly notify State, in writing, of the following items:
 - a) Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of the projects will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the work plan, schedule or term, and budget.
 - b) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least 14 calendar days prior to the event.
 - c) Final inspection of the completed work on a project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), in accordance with Standard Condition D.19 in Exhibit D. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
24. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
 - a) By delivery in person.
 - b) By certified U.S. mail, return receipt requested, postage prepaid.
 - c) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - d) By electronic means.

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

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

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

Department of Water Resources
Arthur Hinojosa
Chief, Division of IRWM
P.O. Box 942836
Sacramento CA 94236-0001
Phone: (916) 653-4736
e-mail: Arthur.Hinojosa@water.ca.gov

Association of Bay Area Governments
Ezra Rapport
Executive Director
375 Beale Street, Suite 700
San Francisco, CA 94105
Phone: (415) 820-7900
e-mail: Ezrar@abag.ca.gov

Direct all inquiries to the Project Manager:

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

Association of Bay Area Governments
Caitlin Sweeney
Director, San Francisco Estuary Partnership
1515 Clay Street, Suite 1400
Oakland, CA 94612
Phone: (510) 622-2362
e-mail: Caitlin.Sweeney@sfestuary.org


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

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

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

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES



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

Date 8/15/16

Approved as to Legal Form and Sufficiency



Robin Brewer, Assistant Chief Counsel
Office of Chief Counsel

Date 8-15-16

ASSOCIATION OF BAY AREA GOVERNMENTS



Ezra Rapport
Executive Director

Date 8/8/16

Approved as to form:



Kenneth K. Moy
Legal Counsel, ABAG

Date: 8/8/16.

**EXHIBIT A
WORK PLAN**

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

PROJECT 1: GRANT AGREEMENT ADMINISTRATION

IMPLEMENTING AGENCY: Association of Bay Area Governments (ABAG)/San Francisco Estuary Partnership (SFEP)
(Grantee)

PROJECT DESCRIPTION: This task ensures that IRWM grant funds for the nine projects are properly managed, that projects are completed, and that schedules are met within budget.

The Regional Water Management Group, authorized the Grantee to act as the applicant and the grant manager for the Proposition 84 2015 IRWM Implementation Grant.

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

Budget Category (a): Direct Project Administration

Task 1 Agreement Administration

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

Task 2 Invoicing

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

Task 3 Progress Reports and Project Completion Report(s)

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

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

Deliverables:

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

PROJECT 2: Anderson Dam Seismic Retrofit Project

IMPLEMENTING AGENCY: Santa Clara Valley Water District (SCVWD)

PROJECT DESCRIPTION: This project will make seismic remediation improvements required for Anderson Dam and its appurtenances to withstand a maximum credible earthquake and probable maximum flood event. These improvements will enable SCVWD to operate Anderson Reservoir at its full capacity of 90,373 acre-feet (AF), resulting in increased water supply yield, additional environmental flows, operational flexibility, and drought preparedness.

Budget Category (a): Direct Project Administration

Task 1 Project Management

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

Deliverables:

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

Task 2 Labor Compliance Program

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

Deliverables:

- Proof of labor compliance upon request

Task 3 Reporting

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

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

Deliverables:

- Project Progress Reports
- Draft and Final Project Completion Report

Budget Category (b): Land Purchase/Easement

Task 4 Land Purchase/Easement

The project will require the permanent acquisition of Parcel 728-34-011 at 2390 Cochrane Road, which is approximately 1.1 acres in size. The District currently has an option agreement in place with this property owner. It is anticipated that permanent right-of-way will be also be required for about 1 acres of Parcel 728-34-010.

Deliverables:

- Documentation supporting property value
- All relevant documentation regarding property ownership transfer or acquisition of easement including final recorded deed, title report, etc.
- All relevant documentation regarding permanent right-of-way acquisition, if needed

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

Task 5 Feasibility Studies

A Feasible Alternatives Matrix Report was completed as part of the project development process to determine the preferred project alternative.

Deliverables:

Feasible Alternatives Matrix Report

Task 6 CEQA Documentation

A Notice of Preparation (including tribal notification to the California Native Heritage Commission as required by PRC §75102) was circulated in August 2013. Prepare draft and final Environmental Impact Report (EIR) and release document for public review. File Notice of Completion and Notice of Determination with State Clearinghouse. Prepare letter stating no legal challenges (or addressing legal challenges). Prepare Environmental Assessment for NEPA compliance.

Deliverables:

- Copy of Notice of Preparation
- Copy of Draft and Final EIR and Environmental Assessment
- Copy of Notice of Completion and Notice of Determination
- Tribal notification per PRC §75102
- No Legal Challenges letter
- Other relevant environmental documentation as applicable

Task 7 Permitting

It is anticipated that the following federal, state, and local permits and approvals will need to be acquired:

- U.S. Army Corps of Engineers (USACE) Individual 404 Permit
- Regional Water Quality Control Board (RWQCB) Section 401 Water Quality Certification
- California Department of Fish and Wildlife (CDFW) Section 1602 Lake and Streambed Alteration Agreement
- Santa Clara Valley Habitat Plan Compliance
- USFWS ESA Coverage via the Valley Habitat Plan Compliance
- State Historic Preservation Officer (SHPO) Section 106 compliance
- National Marine Fisheries Service Section 7 Informal or Formal Consultations

- DSOD Permits and Approvals
- Surface Mining and Reclamation Act exemption
- Bay Area Air Quality Management District Permits/Approvals

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

Deliverables:

- Copy of all required permits

Task 8 Design

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

This task is currently in the preliminary design stage, having completed basemap development and conducting geotechnical investigations and determining baseline data and design criteria. This task will include a 30% project design, 90% project design, and a final project design.

Deliverables:

- Geotechnical Report
- Topographic Survey
- BOD Report
- Engineer's Cost Estimate
- 100% Design Plans and Specifications

Task 9 Project Monitoring Plan

The Grantee will work with project proponents to develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan (as described in Exhibit J) will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 10 Construction Contracting

Activities necessary to secure a contractor and award the contract include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

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

Task 11 Construction Administration

Review contractor submittals, answer requests for information, and issue work directives. A full time engineering construction observer will be on site for the duration of the project. Construction observer duties include: documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable.

Deliverables:

- Notice of Completion

Task 12 Construction/Implementation Activities

Project construction will adhere to all applicable construction standards, health and safety standards, laboratory analysis protocols, and acceptable standard construction methods.

Project Construction will likely include the following:

- Contractor mobilization, set up construction staging areas, and site security, install temporary construction field offices, place temporary sanitary facilities
- Site, staging areas, and haul roads developed (implementing BMPs, clear and grub, etc.)
- Borrow areas developed (clearing and grubbing, excavation, blasting if necessary) and initial stockpiles developed
- Tunneling for the low level outlet works initiated from downstream Reservoir drawdown completed
- Upstream and downstream embankment work (excavation, buttress construction)
- New intake for low level outlet constructed and connected with completed tunnel
- High level outlet tunnel leading to spillway completed
- Spillway walls constructed
- Dam crest raised
- Site restoration and demobilization
- Final As-built drawings

Deliverables:

- Photographic documentation
- Engineers Certification
- Final As-built Drawings
- Inspection Reports
- Progress Reports

PROJECT 3: Marin 2020 Turf Replacement Project

IMPLEMENTING AGENCY: Marin Municipal Water District (MMWD)

PROJECT DESCRIPTION: This project will remove approximately 443,000 square feet of nonfunctional turfgrass from commercial, institutional, and industrial properties and replace it with environmentally beneficial landscapes, yielding approximately 19 AF per year of water supply savings.

Budget Category (a): Direct Project Administration

Task 1 Project Management

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

Deliverables:

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

Task 2 Labor Compliance Program

Not applicable. MMWD will take all measures necessary to ensure compliance with applicable California Labor Code requirements. This project will be implemented using MMWD labor; there will be no contracted consultant or construction work. A labor compliance program is therefore not applicable for this project. A letter from MMWD to that effect will be provided upon request.

- Proof of labor compliance upon request

Task 3 Reporting

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

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

Deliverables:

- Project Progress Reports
- Draft and Final Project Completion Report

Budget Category (b): Land Purchase/Easement

Task 4 Land Purchase/Easement

Not applicable. Project implementation at individual sites throughout MMWD's service area will be conducted by individual landowners and customers identified and electing to participate in the project incentive program. MMWD will not own the land or the improvements installed under the Project.

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

Task 5 CEQA Documentation

This project is subject to CEQA. A Notice of Exemption is assumed and will be filed with the State Clearinghouse. Prepare letter stating no legal challenges (or addressing legal challenges). An Environmental Information Form for the project will be completed and submitted as a deliverable under Task 1.

Deliverables:

- Tribal Notification Letter
- Copy of Notice of Exemption
- No Legal Challenges letter

Task 6 Design

Planning and design will address and develop the following: incentive program characteristics, detail, and implementation time line, identifying potential candidates for incentive program, marketing and outreach actions, and effectiveness monitoring strategies.

Deliverables:

- Design Memorandum

Task 7 Project Monitoring Plan

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

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 8 Implementation Activities

This task consists of the following implementation activities outlined below:

- Marketing and outreach: produce marketing material and conduct marketing and targeted outreach campaign to advertise and inform stakeholders about the incentive program.
- Conduct site inspections: ensure eligibility and record pre-implementation conditions at locations and for stakeholders expressing interest in the incentive/rebate program.

- Implement the incentive/rebate program: provide rebates of \$2 per square foot of eligible turf conversion, for eligible expenditures (including eligible native and drought tolerant plants, eligible irrigation equipment, etc.).
- Technical assistance: provide technical assistance and site visits as needed to ensure program functions as intended.

Deliverables:

- Marketing and Outreach Materials
- Record of number of site inspections conducted, rebates processed, and total square footage replaced
- Photographs of example successful turf replacement sites

PROJECT 4: East Palo Alto Groundwater Supply Project

IMPLEMENTING AGENCY: City of East Palo Alto

PROJECT DESCRIPTION: This project includes the development and use of groundwater as a new source of approximately 1,200 acre feet per year of water supply for the City of East Palo Alto and its DAC by installing the Gloria Way Well treatment system and designing the Pad D Well and Treatment System. The Gloria Way Well's treatment system will be improved so that the well can provide a sustained yield of up to 300 gallons per minute (gpm). A design for the Pad D site will be developed so that with future funding, a well can be developed with yields on the order of 350 to 500 gpm.

Budget Category (a): Direct Project Administration

Task 1 Project Management

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

Deliverables:

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

Task 2 Labor Compliance Program

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

Deliverables:

- Proof of labor compliance upon request

Task 3 Reporting

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

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

Deliverables:

- Project Progress Reports
- Draft and Final Project Completion Report

Budget Category (b): Land Purchase/Easement

Task 4 Land Purchase/Easement

Not applicable.

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

Task 5 Feasibility Studies

Project Feasibility Studies that were completed as part of the project development process include: the Gloria Way Water Well Production Alternatives Analysis and East Palo Alto Water Security Feasibility Study and the Report on Drilling, Construction, and Testing of the Pad D Test Well.

Deliverables:

- A copy of each study referenced above upon request

Task 6 CEQA Documentation

Prepare and circulate a Notice of Preparation (including tribal notification to the California Native Heritage Commission as required by PRC §75102). Prepare draft Joint Initial Study and Environmental Assessment documents and release document for public review. File Notice of Completion and Notice of Determination with State Clearinghouse. Prepare letter stating no legal challenges (or addressing legal challenges). The Gloria Way Well IS/EA was completed and approved by the City.

Deliverables:

- Copy of Notice of Preparation or Exemption
- Copy of Draft and Final IS/EA
- Copy of Notice of Completion and Notice of Determination
- No Legal Challenges letter
- Tribal Notification per PRC §75102

Task 7 Permitting

It is anticipated that the following state and local permits and approvals will need to be acquired:

Gloria Way Well and Treatment System:

- State Water Resources Control Board Permits to Operate Wells and Treatment Systems
- Palo Alto Regional Water Quality Control plant permits to discharge system wastewater

Pad D Well and Treatment System:

- San Mateo County permit to install the Pad D Well
- State Water Resources Control Board Permits to Operate Wells and Treatment Systems
- Palo Alto Regional Water Quality Control plant permits to discharge system wastewater

Additional permits may be obtained as required.

Construction of the Pad D Well and Treatment System is not included in this grant agreement, however permitting of the Pad D Well and Treatment System is included in this grant agreement. Permits for the well operation and treatment system are not issued until after the well is constructed and will be obtained at that time.

Deliverables:

- Relevant permits as defined above
- Additional permits may be obtained as required

Task 8 Design

Complete preliminary design for the Gloria Way Well Treatment System, the Pad D Well, and the Pad D Well Treatment system which includes the following supporting work: geotechnical investigation and topographic survey. The preliminary design will provide the overall project concept for use in development of final design, plans and specifications including: preliminary design calculations, preliminary design details, and 100% (Final) design, plans, and specifications.

Deliverables:

- Geotechnical Report
- Topographic Survey
- Preliminary Design
- Updated Project Cost Estimate
- 30% Design Documents
- 65% Design Documents
- 100% Design Plans and Specifications
- Final Design Documents, including plans and specifications

Task 9 Project Monitoring Plan

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

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 10 Construction Contracting

Activities necessary to secure a contractor and award the contract include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed. This task only applies to the Gloria Way Well treatment system.

Deliverables:

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

Task 11 Construction Administration

Review contractor submittals, answer requests for information, and issue work directives. A full time engineering construction observer will be on site for the duration of the project. Construction observer duties include: documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. This task only applies to the Gloria Way Well treatment system.

Deliverables:

- Notice of Completion

Task 12 Construction/Implementation Activities

Project construction would adhere to construction standards, health and safety standards, laboratory analysis protocols, and acceptable standard methods.

Construction activities at the Gloria Way Well Treatment System would be implemented as outlined below.

- Mobilization: Set up construction staging area and site security, install temporary construction field offices, place temporary sanitary facilities.
- Site preparation will include implementing best management practices (BMPs), clear and grub the site, designate stockpile and material storage areas, and set up traffic control.
- Construct treatment system.
- Performance testing and demobilization.

Construction and construction administration of the Pad D Well and the Pad D treatment system is not included in this grant agreement.

Deliverables:

- Photographic documentation
- Engineer's Certification
- Final As-built drawings
- Inspection Reports
- Treatment System Startup Report

PROJECT 5: Coastal San Mateo County Drought Relief Phase II

IMPLEMENTING AGENCY: San Mateo County RCD

PROJECT DESCRIPTION: This project is divided into two elements described below.

Element A: Approximately 1,550 linear feet of 40 to 50 year old steel water pipelines located under surface streets currently has 2 known leaks and is wasting approximately 2 AF of water per year. This project will include the replacement of the existing steel water pipelines with high-density polyethylene or polyvinyl chloride pipes in the upper San Gregorio watershed. A major leak that developed in one of the pipelines planned for replacement lost 1.2 AF of water over a week while emergency repairs were being done. The replacement of these pipelines will conserve approximately 3 AF of water per year.

Element B: 1) In the Pilarcitos watershed, an existing pond will be refurbished to store approximately 5 additional acre feet of water. 2) In the San Gregorio watershed, a new pond will be constructed to store approximately 18 acre feet of additional water storage. When complete, this element will result in approximately 18 acre feet per year of storage for use during summer months and drought conditions, and reduce agricultural water use by an estimated 10 AF per year. 3) In the Pescadero watershed, a new pond will be constructed to store approximately 5-15 AF under drought conditions.

Budget Category (a): Direct Project Administration

Task 1 Project Management

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

Deliverables:

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

Task 2 Labor Compliance Program

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

Deliverables:

- Proof of labor compliance upon request

Task 3 Reporting

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

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

Deliverables:

- Project Progress Reports
- Draft and Final Project Completion Report

Budget Category (b): Land Purchase/Easement

Task 4 Land Purchase/Easement

Not applicable. This Project occurs on privately owned lands which are participating with the RCD voluntarily and does not require purchase or easements.

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

Task 5 Feasibility Studies

Element A—Domestic Water Use Efficiency: Feasibility analysis for replacing pipeline sections is conducted as part of Cuesta La Honda Guild's effort to monitor potential leaks.

Element B—Agricultural Water Supply Storage and Efficiency: Feasibility analysis for Element B includes irrigation audits to understand water demands throughout the growing season, as well as the level of efficiency of the irrigation system. In addition, initial engineering investigations into the construction of irrigation water supply ponds are used to determine the appropriate size and location for a pond.

Deliverables:

- Relevant Feasibility Studies

Task 6 CEQA Documentation

Element A: Prepare and circulate a Notice of Preparation (including tribal notification to the California Native Heritage Commission). File Notice of Exemption with State Clearinghouse. Prepare letter stating no legal challenges (or addressing legal challenges).

Element B: All projects included in Element B fall within categorical exemptions for small restoration projects. Prepare and circulate a Notice of Preparation (including tribal notification to the California Native Heritage Commission). Categorical exemption documentation (Notice of Exemption) will be prepared by the RCD after completion of 60% designs for Element B projects and will be filed with ABAG/SFEP for submittal to DWR for each project. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- Copies of Notice of Exemptions for each site
- No Legal Challenges letter(s)
- Tribal Notification Letter for each Element

Task 7 Permitting

It is anticipated that the following federal, state, and local permits and approvals will need to be acquired:

- San Mateo County Access Permit
- California Department of Fish and Wildlife (CDFW) Section 1602 Lake and Streambed Alteration Agreement

- U.S. Fish and Wildlife Service and/or National Marine Fisheries Service Section 7 Informal or Formal Consultations
- Appropriate Water Rights – State Water Resources Control Board

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

Deliverables:

- Copy of all required permits

Task 8 Design

Element A: Complete preliminary design including a topographic survey. The plans and specifications will include: pipe layout and quantities of fill. No deliverables needed for Element A.

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

Deliverables:

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

Task 9 Project Monitoring Plan

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

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 10 Construction Contracting

Activities necessary to secure a contractor and award the contract include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

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

Task 11 Construction Administration

Review contractor submittals, answer requests for information, and issue work directives. A full time engineering construction observer will be on site for the duration of the project. Construction observer duties include: documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable.

Deliverables:

- Notice of Completion

Task 12 Construction/Implementation Activities

This task includes all activities related to project construction and implementation. Work through this task would adhere to construction standards, health and safety standards, laboratory analysis protocols, and acceptable standard methods.

Element A construction includes mobilization of equipment, site preparation of water pipeline route (mainly under streets), excavation and removal of old pipeline, instillation of new pipeline, infill and repaving.

Element B construction includes mobilization of equipment, site preparation of existing or proposed pond location (new ponds located within agricultural operations), excavation of pond location and stockpiling of materials, grading and compaction of fill (and/or instillation of synthetic liner), winter weatherization of construction site, installation of irrigation efficiency improvements (new pumps, sprinkler heads, installation and replacement of leaking pipelines).

Deliverables:

- Photographic documentation
- Engineer's Certification
- Final As-built drawings

PROJECT 6: San Francisquito Creek Flood Protection and Ecosystem Restoration Project

IMPLEMENTING AGENCY: State Coastal Conservancy

PROJECT DESCRIPTION: The project will increase the flow capacity of San Francisquito Creek from East Bayshore Road/Highway 101 to San Francisco Bay. The project will protect approximately 1,300 properties from creek flooding from a 100-year flood event, and will provide significant benefits during lesser storm events. The project will restore approximately 18 acres of tidal marsh.

Budget Category (a): Direct Project Administration

Task 1 Project Management

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

Deliverables:

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

Task 2 Labor Compliance Program

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

Deliverables:

- Proof of labor compliance upon request

Task 3 Reporting

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

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

Deliverables:

- Project Progress Reports
- Draft and Final Project Completion Report

Budget Category (b): Land Purchase/Easement

Task 4 Land Purchase/Easement

Not applicable. All land purchase and easement agreements associated with the project have been developed and will be finalized under DWR's Proposition 1E Stormwater Flood Management Grant Agreement with San Francisquito Creek Joint Powers Authority.

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

Task 5 Feasibility Studies

Project Feasibility Study: A Preliminary Alternatives Analysis was completed as part of the project development process.

Deliverables:

- 2009 Preliminary Alternatives Analysis

Task 6 CEQA Documentation

Prepare and circulate a Notice of Preparation (including tribal notification to the California Native Heritage Commission). Prepare draft Environmental Impact Reports (EIR) and release document for public review. File Notice of Determination with State Clearinghouse. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- Copy of Notice of Preparation
- Copy of Draft and Final EIR
- Copy of Notice of Determination
- No Legal Challenges letter

Task 7 Permitting

The SFCJPA has applied for and has secured (or is in the process of securing) the following federal, state, and local permits applicable to the project.

- U.S. Army Corps of Engineers (USACE) Section 404 Permit, including Section 7 Formal Consultations (100% complete)
- Regional Water Quality Control Board (RWQCB) Section 401 Water Quality Certification (100% complete)
- California Department of Fish and Wildlife (CDFW) Section 1602 Streambed Alteration Agreement (100% complete)
- Bay Conservation and Development Commission Permit (100% complete)

Deliverables:

- Copy of all required permits

Task 8 Design

The Draft 100% Plans, Specifications and Estimates (PSE) have been completed and are under review. Finalize the PSE package upon receipt of comments.

Deliverables:

- Final 100% PSE

Task 9 Project Monitoring Plan

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

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 10 Construction Contracting

Activities necessary to secure a contractor and award the contract include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

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

Task 11 Construction Administration

Construction management duties include answering requests for information, and issuing work directives. A full time engineering construction inspector will be on site for the duration of the project. Construction inspector duties include: documenting pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable.

Deliverables:

- Final Project Report

Task 12 Construction/Implementation Activities

Project construction will adhere to construction standards, health and safety standards, laboratory analysis protocols, and acceptable standard methods including levee fill compaction, welding specifications, noise and vibration notifications and monitoring, and natural resource agency permit conditions.

Construction activities will be implemented as outlined below.

Mobilization: This task will consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; and for all other work and operations which must be performed before beginning work at the project site. The contractor will establish temporary facilities and areas, and install temporary fencing. The construction work area will be inspected to identify possible environmental constraints, terrain limitations and other interferences. The contractor will meet with local agencies and organizations, as required, to ensure site operations are conducted in a manner consistent with local requirements and contract documents. Contractor will prepare and submit required documents, work plans and schedules, including insurance coverage and a Storm Water Pollution Prevention Plan (SWPPP).

Site preparation: This task will consist of clearing vegetation and debris from the immediate work areas. Clearing and grubbing will consist of removing unwanted materials from the work area including trees, stumps, roots, brush, downed timber and rubbish (as applicable). Debris and cleared materials will be consolidated and stockpiled at a designated disposal area. Following clearing activities along the project site and work area, erosion, water, and pollution control measures will be installed. Layout surveying will be completed and construction alignments will be identified from established control points, benchmarks, and baselines indicated on the design drawings. The SWPPP will be implemented.

Construction Activities: The elements of project construction may include, but are not limited to the following:

- Relocate PG&E gas transmission line
- Degrade existing left bank levee
- Construct new left bank set back levee
- Construct left bank overflow terrace
- Degrade and reconstruct right bank levee
- Grade and fill right bank levee downstream of Friendship Bridge
- Construct O'Connor Street Pump Station tie-in
- Construct pedestrian boardwalk at Friendship Bridge
- Widen the channel and excavate deposited sediments to marshplain elevation
- Install sheet pile floodwalls in upstream half of project reach
- Installation of restoration plantings

Performance Testing and Demobilization: All gates and valves will be tested during this phase to ensure proper working condition. Testing will be performed at design head to ensure there are no leaks or malfunctions in use. Mechanical operation will be verified prior to project close-out. Demobilization will include all activities for transportation of personnel, equipment, and supplies not required or included in the contract from the site, including disassembly, removal and site cleanup, of offices, buildings and other facilities assembled on the site specifically for the project.

Deliverables:

- Photographic documentation
- Engineers Certification
- Final As-built drawings
- Inspection Reports

PROJECT 7: Mountain View Shoreline Portion of SBSPR Project

IMPLEMENTING AGENCY: State Coastal Conservancy

PROJECT DESCRIPTION: This project in Mountain View includes approximately 710 acres of tidal marsh and upland habitat restoration and critical flood risk management infrastructure for residences and businesses.

Budget Category (a): Direct Project Administration

Task 1 Project Management

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

Deliverables:

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

Task 2 Labor Compliance Program

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

Deliverables:

- Proof of labor compliance upon request

Task 3 Reporting

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

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

Deliverables:

- Project Progress Reports
- Draft and Final Project Completion Report

Budget Category (b): Land Purchase/Easement

Task 4 Land Purchase/Easement

The lands were acquired in 2003 and are currently in public ownership (USFWS). Other lands needed for the project are owned by the City of Mountain View, a project partner that has agreed to provide access for construction.

Deliverables:

- Construction access agreement with the City of Mountain View

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

Task 5 Feasibility Studies

Project feasibility was analyzed as part of the Preliminary Design Memo completed as part of the project development process in 2014.

Deliverables:

- Alviso-Mountain View Ponds Restoration Preliminary Design Memorandum

Task 6 CEQA Documentation

The Notice of Preparation (including tribal notification to the California Native Heritage Commission as required by PRC §75102) was completed in 2013. The Environmental Impact Study/Report (EIS/R) was released in July 2015. Notice of Completion and Notice of Determination will be filed with State Clearinghouse. Letter stating no legal challenges will be sent to ABAG/SFEP for submittal to DWR.

Deliverables:

- Copy of Notice of Preparation or Exemption
- Copy of Final EIS/R
- Copy of Notice of Completion and Notice of Determination
- No Legal Challenges letter
- Tribal notification per PRC §75102

Task 7 Permitting

It is anticipated that the following federal, state, and local permits and approvals will need to be acquired:

- San Francisco Bay Conservation and Development Commission (BCDC) Permit
- Clean Water Act Section 404 Permit
- Clean Water Act Section 401 Water Quality Certification
- CA Fish and Game Code Section 1602 Streambed Alteration Agreement
- CA Endangered Species Act Section 2081(b) for incidental take of state listed species
- ESA Section 7 consultation with USFWS
- ESA Section 7, MMPA, and EFH consultation with NOAA-NMFS

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

Deliverables:

- Copy of all required permits

Task 8 Design

Complete preliminary design including the geotechnical investigations and design documents. Design documents will be produced in increments leading to the 100% (final) design, plans and specifications suitable for bid documents.

Deliverables:

- Geotechnical Report
- Project Cost Estimate
- 100% Design Documents including plans and specifications

Task 9 Project Monitoring Plan

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

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 10 Construction Contracting

Activities necessary to secure a contractor and award the contract include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid documents
- Award of contract
- Notice to proceed

Task 11 Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. Construction observer duties include addressing questions of contractors on site, reviewing/updating project schedule, inspection of work, and notifying contractor if work is not acceptable.

Deliverables:

- Final Project Report

Task 12 Construction/Implementation Activities

Project construction would adhere to construction standards and health and safety standards as determined by the USFWS.

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

Mobilization and Site Preparation: Contractor will mobilize to the site and carry out site preparation, including selection of a staging area, de-water area, and prepare site in accordance with project permits. Contractor will mobilize construction equipment and materials.

Project Construction:

- **Flood and Infrastructure Protection Imprv:** To protect PG&E towers and maintain PG&E access, the Bay Front levee in Pond A2W would be raised and improved. Two railroad car bridges will be constructed over breaches in A2W to maintain PG&E access and to provide a public access trail. To protect against tidal flooding, approximately 8,000 feet (or 1.5 miles) of the levee on the west side of Charleston Slough and to the south end

of Pond A1 will be raised above the tidal flood elevations (this includes the Coast Casey levee and portions of the Palo Alto Flood Basin levee). Finally, the Shoreline Lake pump infrastructure will be raised out of future marsh plain.

- **Habitat Transition Zone:** Broad upland transition will be constructed by placing up to 170,000 cubic yards of material along the southern edge of A1 and A2W. This 30:1 slope will reduce the impacts from wave run-up, expedite restoration of tidal marsh, create elevation heterogeneity for high tide refuge, and allow areas for future inland marsh transgression in the face of sea level rise. As called for in the Tidal Marsh Recovery Plan and the forthcoming 2014/15 Baylands Ecosystem Goals Update, these transition zones are a critical feature for special status species and would replace historic habitat that is now largely absent in the south Bay.
- **Levee Lowering and Breaching:** To allow natural processes to create tidal wetlands, the project seeks to improve the hydrological connection between pond waters and the Bay. The west levee of Pond A1 will be raised to a minimum crest elevation of 10 feet NAVD88 and compacted to maintain or improve the level of flood protection provided by the existing Pond A1 northern levee. In addition up to 8 breaches will be constructed through existing levees at the location of historic slough channels. Breaches will evolve naturally with tidal flows and will not be armored except where the railroad car bridges have been placed over breaches. Placement of material dredged from breaches and pilot channel excavation will be used to block borrow ditches to facilitate the development of a tidal channel network.
- **Public Access and Interpretation:** To provide the public with the opportunity to enjoy a restoring marsh, approximately 1.5 miles of new trail will be constructed on existing levees on the eastern and northern side of Pond A2W. One viewing platform would be constructed in Pond A1 to provide an overlook into the evolving marsh and another would be constructed in Pond A2W to provide a view of the open waters of the Bay as well as the project site. Interpretive signs will be installed on the platforms as well as at other key locations. One of the interpretive themes will be the role tidal wetlands play in sequestering carbon.

Demobilization: USFWS will perform construction management and oversight services to will ensure that the project is constructed to design specifications, and will oversee contractor demobilization from the site.

Deliverables:

- Engineers Certification
- Final As-built drawings
- Inspection reports

PROJECT 8: Eden Landing Portion of SBSPR Project

IMPLEMENTING AGENCY: State Coastal Conservancy

PROJECT DESCRIPTION: The Eden Landing project involves restoration of approximately 1,300 acres of tidal marsh, levee improvements to decrease flood risk, and new public access trails.

Budget Category (a): Direct Project Administration

Task 1 Project Management

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

Deliverables:

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

Task 2 Labor Compliance Program

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

Deliverables:

- Proof of labor compliance upon request

Task 3 Reporting

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

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

Deliverables:

- Project Progress Reports
- Draft and Final Project Completion Report

Budget Category (b): Land Purchase/Easement

Task 4 Land Purchase/Easement

Not applicable

Deliverables:

- None

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

Task 5 Feasibility Studies

An Alternative Analysis and Design Memorandum will determine the preferred alternative to move forward with construction.

Deliverables:

- Alternative Analysis and Design Memorandum

Task 6 CEQA Documentation

Prepare and circulate a Notice of Preparation (including tribal notification to the California Native Heritage Commission). Prepare draft Environmental Impact Reports (EIR) and release document for public review. File Notice of Determination with State Clearinghouse. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- Copy of Notice of Preparation or Exemption
- Copy of Draft and Final EIR, IS/MND, Environmental Assessment
- Copy of Notice of Completion and Notice of Determination
- No Legal Challenges letter
- Tribal notification per PRC §75102

Task 7 Permitting

It is anticipated that the following federal, state, and local permits and approvals will need to be acquired:

- San Francisco Bay Conservation and Development Commission (BCDC) Permit
- Clean Water Act Section 404 Permit
- Clean Water Act Section 401 Water Quality Certification
- CA Fish and Game Code Section 1602 Streambed Alteration Agreement
- CA Endangered Species Act Section 2081(b) for incidental take of state listed species
- ESA Section 7 consultation with USFWS
- ESA Section 7, MMPA, and EFH consultation with NOAA-NMFS

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

Deliverables:

- Copy of all required permits

Task 8 Design

Complete preliminary design including the geotechnical investigations and design documents. Design documents will be produced in increments with the final product being 100% (Final) design, plans, and specifications suitable for bid documents..

Deliverables:

- Geotechnical Report
- Project Cost Estimate
- 100% Design Documents including plans and specifications

Task 9 Project Monitoring Plan

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

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 10 Construction Contracting

Activities necessary to secure a contractor and award the contract include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid documents
- Award of contract
- Notice to proceed

Task 11 Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/updating project schedule, notifying contractor if work is not acceptable.

Deliverables:

- Final Project Report

Task 12 Construction/Implementation Activities

Project construction would adhere to construction standards and health and safety standards as determined by the CDFW. Construction activities may include, but are not limited to the following:

Mobilization and Site Preparation: Contractor will mobilize to the site and carry out site preparation, including selection of a staging area, and de-water area and prepare site in accordance with project permits. Contractor will mobilize construction equipment and materials.

Project Construction:

- **Flood and Infrastructure Protection Improvements:** To protect against tidal flooding, an estimated 2.06 miles of levee (west side of Ponds E1 and E2) will be raised approximately 2 feet (above the tidal flood elevations). Along the eastern side of Ponds E4 and E7, an estimated 1.54 miles of levee will be improved.
- **Habitat Transition Area:** Broad upland transition will be constructed by placing approximately 300,000 cubic yards of material along pond-side of the improved E2 and E1 levee. Additional habitat transition zone will be placed (up to an estimated 76,000 cubic yards) along the eastern side of E7 and E4. A variable slope (15:1 to 30:1) will reduce the impacts from wave run-up, expedite restoration of tidal marsh, create elevation heterogeneity for high tide refuge, and allow areas for future inland marsh transgression in the face of sea level

rise. As called for in the Tidal Marsh Recovery Plan and the forthcoming 2014/15 Baylands Ecosystem Goals Update, these transition zones are a critical feature for special status species and would replace historic habitat that is now largely absent in the south Bay.

- **Levee Breaching:** To allow natural processes to create tidal wetlands, the project seeks to improve the hydrological connection between pond waters and the Bay. Up to 3 breaches would be constructed through existing levees on Old Alameda Creek and the levee adjacent to the Alameda Creek Flood Control Channel (through existing wetlands, not the flood protection levee). Breaches will evolve naturally with tidal flows and will not be armored. Placement of material dredged from breaches and pilot channel excavation will be used to block borrow ditches to facilitate the development of a tidal channel network.
- **Public Access and Interpretation:** To provide the public with the opportunity to enjoy a restoring marsh, an estimated 2.06 miles of new trail will be constructed on the eastern side of southern Eden Landing connecting Old Alameda Creek to Westport Way. Interpretive signs will be installed at key locations.

Performance Testing and Demobilization: CDFW will perform construction management and oversight services to will ensure that the project is constructed to design specifications, and will oversee contractor demobilization from the site.

Deliverables:

- Photographic documentation
- Engineers Certification
- Final As-built drawings
- Inspection Reports

PROJECT 9: Novato Creek Flood Protection and Habitat Enhancement Project

IMPLEMENTING AGENCY: State Coastal Conservancy

PROJECT DESCRIPTION: The Novato Creek Flood Protection and Habitat Enhancement Project will provide flood protection for 870 acres of land and restore 30 acres of wetland habitat.

Budget Category (a): Direct Project Administration

Task 1 Project Management

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

Deliverables:

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

Task 2 Labor Compliance Program

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

Deliverables:

- Proof of labor compliance upon request

Task 3 Reporting

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

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

Deliverables:

- Project Progress Reports
- Draft and Final Project Completion Report

Budget Category (b): Land Purchase/Easement

Task 4 Land Purchase/Easement

Not Applicable:

Element A—Bel Marin Keys Wetlands Restoration Project Phase I: Land is owned by the State Coastal Conservancy.

Element B—Novato Creek Phase I Flood Reduction and Wetlands Enhancement Project: The project is located on lands owned or with right of way by the Marin County Flood Control District and additional property or right of way acquisitions are not required.

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

Task 5 Feasibility Studies

Element A: Project feasibility studies were completed as part of the project development process. The Bel Marin Keys Unit V Expansion of the Hamilton Wetland Restoration Project General Reevaluation Report (GRR) (April 2003) evaluated restoration alternatives, which included the project components (new levee and seasonal wetlands).

The conceptual levee design in the GRR Alternative 2 was subsequently refined as part of the design effort by Moffatt & Nichol (M&N) in 2013.

The conceptual design for seasonal wetlands in GRR Alternative 2 assumed that dredged sediment would be placed on the site prior to construction of the seasonal wetlands. The current plan does not include placement of dredged sediment in the seasonal wetland area. Consequently, a new feasibility study will be developed to determine where the dredged sediment will be placed.

Element B: Project Feasibility studies are being conducted as part of the project development process. An Existing Conditions Hydraulics Study Report was 100% completed in June 2014 (KHE 2014). KHE is currently completing the proposed conditions hydraulics evaluation report.

Deliverables:

- Relevant Feasibility Studies

Task 6 CEQA Documentation

Element A: Prepare and circulate a Notice of Preparation (including tribal notification to the California Native Heritage Commission as required by PRC §75102). Prepare draft addendums to the Environmental Impact Report (EIR)/Environmental Impact Statement (EIS) and release document for public review. File Notice of Completion and Notice of Determination with State Clearinghouse. Prepare letter stating no legal challenges (or addressing legal challenges).

The Final Supplemental Environmental Impact Report/Environmental Impact Statement Bel Marin Keys Unit V Expansion of the Hamilton Wetland Restoration Project (EIR/S) (2003) analyzed restoration alternatives, which included the project components (new levee and seasonal wetlands).

The conceptual levee design in the preferred alternative (Revised Alternative 2) was subsequently refined as part of the design effort by Moffatt & Nichol (M&N) in 2013. An addendum to the EIR/S will be prepared to address the revised levee alignment.

The conceptual design for seasonal wetlands in the preferred alternative (Revised Alternative 2) assumed that dredged sediment would be placed on the site prior to construction of the seasonal wetlands. The current plan does not include placement of dredged sediment in the seasonal wetland area. Consequently, a CEQA addendum will be developed.

Element B: Prepare and circulate a Notice of Preparation (including tribal notification to the California Native Heritage Commission as required by PRC §75102). Prepare draft negative declaration or Environmental Impact Report (EIR) and release document for public review. File Notice of Completion and Notice of Determination with State Clearinghouse. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- Copy of Notice of Preparation
- Copy of Draft and Final CEQA/NEPA documentation
- Copy of Notice of Determination and Notice of Completion
- No Legal Challenges letter
- Tribal notification per PRC §75102

Task 7 Permitting

Element A: It is anticipated that the following federal, state, and local permits and approvals will need to be acquired:

- U.S. Army Corps of Engineers (USACE) Section 404 Individual Permit Application - application and supporting documents, including: Wetland Delineation; USFWS Biological Assessment; Section 106 Cultural Resources Survey Report; 404 (B)(1) Alternatives Analysis.
- Regional Water Quality Control Board (RWQCB) Section 401 Water Quality Certification
- California Department of Fish and Wildlife (CDFW) Section 1602 Lake and Streambed Alteration Agreement
- CDFW Section 2081 Incidental Take Permit
- State Historic Preservation Officer (SHPO) Section 106 compliance
- U.S. Fish and Wildlife Service and/or National Marine Fisheries Service Section 7 Informal or Formal Consultations
- Bay Conservation Development Commission Administrative Permit

Element B: It is anticipated that the following federal, state, and local permits and approvals will need to be acquired:

- U.S. Army Corps of Engineers (USACE) Section 404 (f) exemption, Individual 404 Permit, or Nationwide Permit coverage
- Regional Water Quality Control Board (RWQCB) Section 401 Water Quality Certification
- California Department of Fish and Wildlife (CDFW) Section 1602 Lake and Streambed Alteration Agreement
- CDFW Section 2081 Incidental Take Permit
- State Historic Preservation Officer (SHPO) Section 106 compliance
- U.S. Fish and Wildlife Service and/or National Marine Fisheries Service Section 7 Informal or Formal Consultations

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

Deliverables:

- Copy of all required permits

Task 8 Design

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

Deliverables:

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

Task 9 Project Monitoring Plan

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

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 10 Construction Contracting

Activities necessary to secure a contractor and award the contract include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

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

Task 11 Construction Administration

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

Deliverables:

- Notice of Completion

Task 12 Construction/Implementation Activities

Project construction would adhere to construction standards, health and safety standards, and mitigation measures as laid out in the final environmental and permitting documents.

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

- Mobilization: Set up construction staging area and site security, install temporary construction field offices, place temporary sanitary facilities, instigate best management practices. Pre-construction biological surveys and contractor training for work in wetland areas.

- Site preparation will include implementing site best management practices (BMPs), clear and grub, designate stockpile and material storage areas, and set up traffic control.
- Clearing of levee footprint and seasonal wetland areas; transport of levee fill materials, grading, compaction, testing, development of site hydrology, out planting of native plant palette, watering for establishment.
- Performance testing and demobilization.

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

- Mobilization: Set up construction staging area and site security, install temporary construction field offices, place temporary sanitary facilities. Pre-construction biological surveys and contractor training for work in wetland areas.
- Site preparation will include implementing site best management practices (BMPs), clear and grub, designate stockpile and material storage areas, and set up traffic control.
- Prepare area for weir construction, install, construct, and excavate weir and seasonal wetlands. Perform revegetation plantings.
- Performance testing and demobilization

Deliverables:

- Photographic documentation
- Engineers Certification
- Final As-built drawings
- Inspection reports

**EXHIBIT B
BUDGET**

ABAG 2015 Implementation Agreement Summary Budget

	Project Name	Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost	% Funding Match
1	Project 1: Grant Administration	\$1,022,335	-	-	\$1,022,335	-
2	Project 2: Anderson Dam Seismic Retrofit Project	\$4,090,000	\$54,000,000	\$130,472,000	\$188,562,000	-
3	Project 3: Marin 2020 Turf Replacement Project	\$781,563	-	\$261,000	\$1,042,563	-
4	Project 4: East Palo Alto Groundwater Supply Project*	\$1,506,050	-	\$2,274,024	\$3,780,074	-
5	Project 5: Coastal San Mateo County Drought Relief Phase II	\$1,400,000	-	\$549,573	\$1,949,573	-
6	Project 6: San Francisquito Creek Flood Protection and Ecosystem Restoration Project	\$1,044,351	\$12,747,949	\$15,000,000	\$28,792,300	-
7	Project 7: Mountain View Shoreline Portion of SBSPR Project	\$4,807,998	\$5,867,760	\$5,812,937	\$16,488,695	-
8	Project 8: Eden Landing Portion of SBSPR Project	\$3,265,121	\$2,000,000	\$7,955,651	\$13,220,772	-
9	Project 9: Novato Creek Flood Protection and Habitat Enhancement Project	\$3,551,607	\$1,780,000	\$10,933,393	\$16,265,000	-
	Total	\$21,469,025	\$76,395,709	\$173,258,578	\$271,123,312	
	DAC Funding Match Waiver Total (Project 4)	-	-	-	\$3,780,074	-
	Grand Total	\$21,469,025	\$76,395,709	\$173,258,578	\$267,343,238	28.6%

*Received Funding Match Waiver

Project 1: Grant Administration

	Budget Category	Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$1,022,335	-	-	\$1,022,335
(b)	Land Purchase/ Easements	-	-	-	-
(c)	Planning/ Design/ Engineering/ Environmental Documentation	-	-	-	-
(d)	Construction/ Implementation	-	-	-	-
	TOTAL	\$1,022,335	-	-	\$1,022,335

Project 2: Anderson Dam Seismic Retrofit Project

Budget Category		Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	-	-	\$111,000	\$111,000
(b)	Land Purchase/ Easements	-	-	\$4,020,000	\$4,020,000
(c)	Planning/ Design/ Engineering/ Environmental Documentation	-	-	\$19,392,000	\$19,392,000
(d)	Construction/ Implementation	\$4,090,000	\$54,000,000	\$106,949,000	\$165,039,000
TOTAL		\$4,090,000	\$54,000,000	\$130,472,000	\$188,562,000

Project 3: Marin 2020 Turf Replacement Project

Budget Category		Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	-	-	\$51,725	\$51,725
(b)	Land Purchase/ Easements	-	-	-	-
(c)	Planning/ Design/ Engineering/ Environmental Documentation	-	-	\$36,839	\$36,839
(d)	Construction/ Implementation	\$781,563	-	\$172,436	\$953,999
TOTAL		\$781,563	-	\$261,000	\$1,042,563

Project 4: East Palo Alto Groundwater Supply Project

Budget Category		Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	-	-	-	-
(b)	Land Purchase/ Easements	-	-	-	-
(c)	Planning/ Design/ Engineering/ Environmental Documentation	\$705,000	-	\$953,574	\$1,658,574
(d)	Construction/ Implementation	\$801,050	-	\$1,320,450	\$2,121,500
TOTAL		\$1,506,050	-	\$2,274,024	\$3,780,074

Project 5: Coastal San Mateo County Drought Relief Phase II

Budget Category		Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$177,430	-	-	\$177,430
(b)	Land Purchase/ Easements	-	-	-	-
(c)	Planning/ Design/ Engineering/ Environmental Documentation	\$215,405	-	\$75,755	\$291,160
(d)	Construction/ Implementation	\$1,007,165	-	\$473,818	\$1,480,983
TOTAL		\$1,400,000	-	\$549,573	\$1,949,573

Project 6: San Francisquito Creek Flood Protection and Ecosystem Restoration Project

Budget Category		Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$41,000	-	-	\$41,000
(b)	Land Purchase/ Easements	-	-	-	-
(c)	Planning/ Design/ Engineering/ Environmental Documentation	-	-	-	-
(d)	Construction/ Implementation	\$1,003,351	\$12,747,949	\$15,000,000	\$28,751,300
TOTAL		\$1,044,351	\$12,747,949	\$15,000,000	\$28,792,300

Project 7: Mountain View Shoreline Portion of SBSPR Project

Budget Category		Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$126,680	-	-	\$126,680
(b)	Land Purchase/ Easements	-	-	-	-
(c)	Planning/ Design/ Engineering/ Environmental Documentation	-	\$190,500	\$148,600	\$339,100
(d)	Construction/ Implementation	\$4,681,318	\$5,677,260	\$5,664,337	\$16,022,915
TOTAL		\$4,807,998	\$5,867,760	\$5,812,937	\$16,488,695

Project 8: Eden Landing Portion of SBSPR Project

Budget Category		Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$103,200	-	-	\$103,200
(b)	Land Purchase/ Easements	-	-	-	-
(c)	Planning/ Design/ Engineering/ Environmental Documentation	-	-	\$295,150	\$295,150
(d)	Construction/ Implementation	\$3,161,921	\$2,000,000	\$7,660,501	\$12,822,422
TOTAL		\$3,265,121	\$2,000,000	\$7,955,651	\$13,220,772

Project 9: Novato Creek Flood Protection and Habitat Enhancement Project

Budget Category		Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$96,607	-	\$33,393	\$130,000
(b)	Land Purchase/ Easements	-	-	-	-
(c)	Planning/ Design/ Engineering/ Environmental Documentation	-	\$1,400,000	\$1,400,000	\$2,800,000
(d)	Construction/ Implementation	\$3,455,000	\$380,000	\$9,500,000	\$13,335,000
TOTAL		\$3,551,607	\$1,780,000	\$10,933,393	\$16,265,000

**EXHIBIT C
SCHEDULE**

Project 1: Grant Administration			
Category		Start Date	End Date
Task (a)	Direct Project Administration	April-15	October-20
Task 1	Agreement Administration	April-15	October-20
Task 2	Invoicing	March-16	October-20
Task 3	Progress Reports and Project Completion Reports	March-16	October-20

Project 2: Anderson Dam Seismic Retrofit Project			
Category		Start Date	End Date
Task (a)	Direct Project Administration	May-17	October-20
Task 1	Project Management	May-17	October-20
Task 2	Labor Compliance	May-17	August-20
Task 3	Reporting	May-17	October-20
Task (b)	Land Purchase/Easement	September-13	October-16
Task 4	Land Purchase/Easement	September-13	October-16
Task (c)	Planning/Design/Engineering and Environmental Documentation	January-12	January-17
Task 5	Feasibility Studies	January-12	June-13
Task 6	CEQA Documentation	January-13	July-16
Task 7	Permitting	January-16	January-17
Task 8	Design	September-13	November-16
Task 9	Project Monitoring Plan	February-14	June-16
Task (d)	Construction/Implementation	December-16	June-20
Task 10	Construction Contracting	December-16	April-17
Task 11	Construction Administration	May-17	June-20
Task 12	Construction/Implementation Activities	May-17	June-20

Project 3: Marin 2020 Turf Replacement Project			
Category		Start Date	End Date
Task (a)	Direct Project Administration	October-15	December-19
Task 1	Project Management	October-15	September-19
Task 2	Labor Compliance	October-15	September-19
Task 3	Reporting	October-15	December-19
Task (b)	Land Purchase/Easement	n/a	n/a
Task 4	Not Applicable	n/a	n/a
Task (c)	Planning/Design/Engineering and Environmental Documentation	January-15	September-16
Task 5	CEQA Documentation	May-16	September-16
Task 6	Design	January-15	September-15
Task 7	Project Monitoring Plan	January-16	February-16
Task (d)	Construction/Implementation	October-15	September-19
Task 8	Implementation Activities	October-15	September-19

Project 4: City of East Palo Alto			
Category		Start Date	End Date
Task (a)	Direct Project Administration	January-16	March-18
Task 1	Project Management	January-16	March-18
Task 2	Labor Compliance	January-16	January-18
Task 3	Reporting	January-16	March-18
Task (b)	Land Purchase/Easement	n/a	n/a
Task 4	Not Applicable	n/a	n/a
Task (c)	Planning/Design/Engineering and Environmental Documentation	February-15	December-17
Task 5	Feasibility Studies	February-13	November-13
Task 6	CEQA Documentation	January-13	March-17
Task 7	Permitting	February-15	June-18
Task 8	Design	December-14	January-17
Task 9	Project Monitoring Plan	April-17	August-17
Task (d)	Construction/Implementation	August-16	August 2017
Task 10	Construction Contracting	August-16	October-16
Task 11	Construction Administration	October-16	August-17
Task 12	Construction/Implementation Activities	October-16	August-17

Project 5: Coastal San Mateo County Drought Relief Phase II			
Category		Start Date	End Date
Task (a)	Direct Project Administration	January-16	February-20
Task 1	Project Management	January-16	February-20
Task 2	Labor Compliance	January-16	October-18
Task 3	Reporting	January-16	February-20
Task (b)	Land Purchase/Easement	n/a	n/a
Task 4	Not Applicable	n/a	n/a
Task (c)	Planning/Design/Engineering and Environmental Documentation	December-14	November-18
Task 5	Feasibility Studies	April-15	January-16
Task 6	CEQA Documentation	April-17	June-18
Task 7	Permitting	April-16	June-17
Task 8	Design	May-15	November-16
Task 9	Project Monitoring Plan	March-16	January-17
Task (d)	Construction/Implementation	March-16	November-19
Task 10	Construction Contracting	March-16	October-19
Task 11	Construction Administration	March-16	November-19
Task 12	Construction/Implementation Activities	March-16	October-19

Project 6: San Francisquito Creek Flood Protection and Ecosystem Restoration Project			
Category		Start Date	End Date
Task (a)	Direct Project Administration	March-16	March-19
Task 1	Project Management	March-16	March-18
Task 2	Labor Compliance	March-16	December-17
Task 3	Reporting	March-16	March-19
Task (b)	Land Purchase/Easement	January-12	September-15
Task 4	Land Purchase/Easement	January-12	September-15
Task (c)	Planning/Design/Engineering and Environmental Documentation	February-09	February-16
Task 5	Feasibility Studies	February-09	July-09
Task 6	CEQA Documentation	June-11	July-13
Task 7	Permitting	January-14	February-16
Task 8	Design	January-13	July-15
Task 9	Project Monitoring Plan	January-16	February-16
Task (d)	Construction/Implementation	January-16	December-18
Task 10	Construction Contracting	January-16	May-16
Task 11	Construction Administration	March-16	December-18
Task 12	Construction/Implementation Activities	March-16	December-18

Project 7: Mountain View Shoreline Portion of SBSPR Project			
Category		Start Date	End Date
Task (a)	Direct Project Administration	July-16	September-18
Task 1	Project Management	July-16	September-18
Task 2	Labor Compliance	July-16	July-18
Task 3	Reporting	July-16	September-18
Task (b)	Land Purchase/Easement	January-03	June-03
Task 4	Land Purchase/Easement	January-03	June-03
Task (c)	Planning/Design/Engineering and Environmental Documentation	June-13	August-16
Task 5	Feasibility Studies	January-14	December-14
Task 6	CEQA Documentation	June-13	June-16
Task 7	Permitting	November-15	November-16
Task 8	Design	January-15	April-17
Task 9	Project Monitoring Plan	July-16	August-16
Task (d)	Construction/Implementation	January-17	December-19
Task 10	Construction Contracting	January-17	May-17
Task 11	Construction Administration	January-17	December-19
Task 12	Construction/Implementation Activities	June-17	December-19

Project 8: Eden Landing Portion of SBSPR Project			
Category		Start Date	End Date
Task (a)	Direct Project Administration	May-18	January-20
Task 1	Project Management	May-18	January-20
Task 2	Labor Compliance	May-18	October-19
Task 3	Reporting	May-18	January-20
Task (b)	Land Purchase/Easement	January-03	June-03
Task 4	Land Purchase/Easement	January-03	June-03
Task (c)	Planning/Design/Engineering and Environmental Documentation	July-13	December-17
Task 5	Feasibility Studies	July-13	December-15
Task 6	CEQA Documentation	January-16	December-16
Task 7	Permitting	June-17	December-17
Task 8	Design	January-17	December-17
Task 9	Project Monitoring Plan	June-16	August-16
Task (d)	Construction/Implementation	January-18	October-20
Task 10	Construction Contracting	January-18	March-18
Task 11	Construction Administration	April-18	October-20
Task 12	Construction/Implementation Activities	May-18	October-20

Project 9: Novato Creek Flood Protection and Habitat Enhancement Project			
Category		Start Date	End Date
Task (a)	Direct Project Administration	April-17	January-20
Task 1	Project Management	April-17	January-20
Task 2	Labor Compliance	April-17	October-19
Task 3	Reporting	April-17	January-20
Task (b)	Land Purchase/Easement	n/a	n/a
Task 4	Not Applicable	n/a	n/a
Task (c)	Planning/Design/Engineering and Environmental Documentation	December-13	May-18
Task 5	Feasibility Studies	December-13	January-16
Task 6	CEQA Documentation	January-15	November-17
Task 7	Permitting	March-16	May-18
Task 8	Design	July-15	July-17
Task 9	Project Monitoring Plan	November-16	May-17
Task (d)	Construction/Implementation	February-17	October-19
Task 10	Construction Contracting	February-17	June-18
Task 11	Construction Administration	April-17	October-19
Task 12	Construction/Implementation Activities	April-17	October-19

EXHIBIT D
STANDARD CONDITIONS

D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

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

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

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

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

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

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

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

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

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

- D.8) BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for the Proposition 84 Implementation Grant Program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act for purposes of this program, State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.
- D.9) CALIFORNIA CONSERVATION CORPS:** As required in Water Code §79038(b), Grantee shall examine the feasibility of using the California Conservation Corps or community conservation corps to accomplish the habitat restoration, enhancement and protection activities listed in the Exhibit A, Work Plan, and shall use the services of one of these organizations whenever feasible.
- D.10) CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code §21000 et seq.). Information on CEQA may be found at the following links:
Environmental Information: <http://resources.ca.gov/ceqa/>
California State Clearinghouse Handbook:
https://www.opr.ca.gov/docs/SCH_Handbook_2012.pdf
- D.11) CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code §7110, that:
- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with §5200) of Part 5 of Division 9 of the Family Code; and
 - b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.12) CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the State's Project Manager, within thirty (30) calendar days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.13) COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.

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

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

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

- D.27) INVOICE DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the DWR Project Manager within thirty (30) calendar days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.
- D.28) LABOR CODE COMPLIANCE:** The Grantee will be required to keep informed of and take all measures necessary to ensure compliance with applicable Labor Code requirements, including, but not limited to, §1720 *et seq.*, of the Labor Code regarding public works, limitations on use of volunteer labor (Labor Code §1720.4), labor compliance programs (Labor Code §1771.5) and payment of prevailing wages for work done and funded pursuant to these Guidelines, including any payments to the Department of Industrial Relations under Labor Code §1771.3.
- D.29) NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.30) NO DISCRIMINATION AGAINST DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies by signing this Grant Agreement, under penalty of perjury under the laws of State of California that Grantee is in compliance with Public Contract Code §10295.3.
- D.31) OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.32) PERFORMANCE AND ASSURANCES:** Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in Exhibit A (Work Plan) and to apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law.
- D.33) PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code §11200 in accordance with Public Contract Code §10353.
- D.34) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the

Projects, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

- D.35) REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36) RETENTION:** Notwithstanding any other provision of this Grant Agreement, State shall, for each project, withhold five percent (5.0%) until January 1, 2018 and ten percent (10.0%), thereafter, of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Paragraph 19, "Submissions of Reports", except in the case of the last project to be completed under this Grant Agreement, in which case retention for such project will not be disbursed until the "Grant Completion Report" is submitted to and approved by State. State shall disburse retained funds to the Grantee.
- D.37) RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act., Government Code §6250 *et seq.* Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38) SEVERABILITY:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.39) STATE REVIEWS:** The parties agree that review or approval of projects applications, documents, permits, plans, and specifications or other project information by the State is for administrative purposes only and does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the projects.
- D.40) SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment if the State determines that:
- a) Grantee, its contractors, or subcontractors have made a false certification, or
 - b) Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.41) SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.42) TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.43) TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 14, the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 14.

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

**EXHIBIT E
AUTHORIZING RESOLUTION**

**ASSOCIATION OF BAY AREA GOVERNMENTS
EXECUTIVE BOARD**

RESOLUTION NO. 05-15

**AUTHORIZING THE EXECUTIVE DIRECTOR OR DESIGNEE TO SUBMIT AN
APPLICATION AND EXECUTE AN AGREEMENT WITH THE CALIFORNIA
DEPARTMENT OF WATER RESOURCES FOR AN IRWMP IMPLEMENTATION
GRANT ON BEHALF OF THE SAN FRANCISCO BAY REGION**

WHEREAS, the Association of Bay Area Governments (ABAG) is the home agency for the San Francisco Estuary Partnership SFEP, a coalition of resource agencies, non-profits, citizens, and scientists working to protect, restore, and enhance water quality and fish and wildlife habitat in and around the San Francisco Bay Delta Estuary, and

WHEREAS, ABAG is eligible to apply to the California Department of Water Resources to obtain an Integrated Regional Water Management Implementation Grant pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code Section 75001 et seq.), and

WHEREAS, the ABAG Executive Board adopted the San Francisco Bay Integrated Regional Water Management Plan to encourage integrated regional strategies for management of water resources and to provide funding for implementation projects that support the plan by Resolution No. 11-06 and the Revised IRWMP Plan by Resolution No. 04-14 dated March 20, 2014.; and

WHEREAS, the Coordinating Committee (CC), the Regional Water Management Group for the Bay Area IRWMP selected ABAG/SFEP to be the Applicant for the next round of IRWMP Proposition 84 Round 2 funding and selected 10 regionally located projects for this application; and

WHEREAS, the total amount of state funding requested under the grant application is \$41,305,435 and all project match will be met by project partners and SFEP from compatible grants or in-kind services.

**ASSOCIATION OF BAY AREA GOVERNMENTS
RESOLUTION NO. 05-15**

NOW, THEREFORE, BE IT RESOLVED that the Executive Board of the Association of Bay Area Governments hereby approves that application be made to the California Department of Water Resources to obtain a 2015 Integrated Regional Water Management Grant pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code Section 75001 et seq.), and to enter into an agreement to receive a grant for the Bay Area Regional Climate Change Preparedness Program. The Executive Director, or designee, of the Association of Bay Area Governments is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with the California Department of Water Resources.

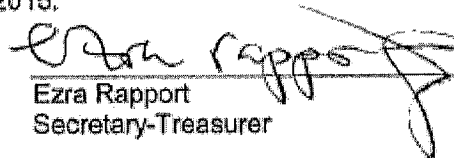
The foregoing was adopted by the Executive Board this 16th day of July, 2015.



Julie Pierce
President

Certification of Executive Board Approval

I, the undersigned, the appointed and qualified Secretary-Treasurer of the Association of Bay Area Governments (Association), do hereby certify that the foregoing resolution was adopted by the Administrative Committee of the Association at a duly called meeting held on the 16th day of July, 2015.



Ezra Rapport
Secretary-Treasurer

Approved as To Legal Form



Kenneth K. Moy
Legal Counsel

**EXHIBIT F
LOCAL PROJECT SPONSORS**

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

Sponsored Project	Sponsor Agency	Agency Address
Project 1 – Grant Administration	Association of Bay Area Governments	375 Beale Street, Suite 700 San Francisco, CA 94105
	San Francisco Estuary Partnership	1515 Clay Street, Suite 1400 Oakland, CA 94612
Project 2 - Anderson Dam Seismic Retrofit Project	Santa Clara Valley Water District	5750 Almaden Expressway San Jose, CA 95118-3686
Project 3 - Marin 2020 Turf Replacement Project	Marin Municipal Water District	220 Nellen Avenue Corte Madera, CA 94925
Project 4 - East Palo Alto Groundwater Supply Project	City of East Palo Alto	2415 University Avenue East Palo Alto, CA 94303
Project 5 - Coastal San Mateo County Drought Relief Phase II	San Mateo County RCD	625 Miramontes Street, Suite 103 Half Moon Bay, CA 94019
Project 6 - San Francisquito Creek Flood Protection and Ecosystem Restoration Project	State Coastal Conservancy	1330 Broadway, Floor 13 Oakland, CA 94612
Project 7 - Mountain View Shoreline Portion of SBSPR Project	State Coastal Conservancy	1330 Broadway, Floor 13 Oakland, CA 94612
Project 8 - Eden Landing Portion of SBSPR Project	State Coastal Conservancy	1330 Broadway, Floor 13 Oakland, CA 94612
Project 9 - Novato Creek Flood Protection and Habitat Enhancement Project	State Coastal Conservancy	1330 Broadway, Floor 13 Oakland, CA 94612

EXHIBIT G
REPORT FORMATS AND REQUIREMENTS

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

PROGRESS REPORTS

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

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

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

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

PROJECT COMPLETION REPORT

Project Completion Reports shall generally use the following format.

Executive Summary

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

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

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- Provide a copy of any final technical report or study, produced for this project as described in the Work Plan, if applicable
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

Costs and Dispositions of Funds

A list of showing:

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

Additional Information

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

GRANT COMPLETION REPORT

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

Executive Summary

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

Reports and/or products

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

Cost & Disposition of Funds Information

- A summary of final funds disbursement for each project.

Additional Information

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

POST-PERFORMANCE REPORT

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

Reports and/or products

- Time period of the annual report (e.g., January 2015 through December 2015)
- Short project description
- Discussion of the project benefits
- An assessment of any explanations for any differences between the expected versus actual project benefits in meeting IRWM priorities as stated in the original IRWM Implementation Grant application. Where applicable, the reporting should include quantitative metrics, i.e., new acre-feet of water produced that year, acres of wildlife habitat added, etc.

- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Continued reporting on meeting the Output Indicators and Targets discussed in the Project Monitoring Plan discussed in Paragraph 21 of this Grant Agreement.
- Any additional information relevant to or generated by the continued operation of the project.

EXHIBIT H
REQUIREMENTS FOR STATEWIDE MONITORING AND DATA SUBMITTAL

Surface and Groundwater Quality Data

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

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

<http://www.ceden.org>.

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

Groundwater Level Data

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

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

State Audit Document Requirements

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

Internal Controls:

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

State Funding:

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

Contracts:

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

Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

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

Funding Match Guidelines

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

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

EXHIBIT J
PROJECT MONITORING PLAN GUIDANCE

Introduction

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

Project Monitoring Plan Components

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

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

LOCAL PROJECT SPONSOR AGREEMENT
between
ABAG/SFEP and Marin Municipal Water District
2015 Proposition 84 Integrated Regional Water Management Implementation Grant
- Department of Water Resources -
- Agreement Number 4600011486 -

Through this Local Project Sponsor Agreement by and between the Association of Bay Area Governments (ABAG), a joint powers authority existing under the laws of the State of California acting on behalf of the San Francisco Estuary Partnership (SFEP), a project sponsored by ABAG and Marin Municipal Water District, a California Special District, the parties hereby agree as follows:

RECITALS

- A. Whereas, ABAG applied for a 2015 Proposition 84 Integrated Regional Water Management (IRWM) Program Grant from the State of California, Department of Water Resources (DWR) to help fund nine (9) local, subregional and regional projects located within the San Francisco Bay Area IRWM region (Work Plan);
- B. Whereas, on August 15, 2016 DWR and ABAG entered into Agreement No. 4600011486 (Grant Agreement) awarding to ABAG a grant for Twenty-one Million, Four Hundred Sixty-nine Thousand, Twenty-five Dollars (\$21,469,025) in State funding (State Grant) requiring an estimated Seventy-six Million, Three Hundred Ninety-five Thousand, Seven Hundred Nine Dollars (\$76,395,709) in matching funds to be expended over the grant period which extends from January 1, 2011 until December 31, 2020 when the Work Plan will be completed;
- C. Whereas, subrecipients of the State Grant (Local Project Sponsors) and ABAG will be responsible for implementing their respective component parts of the Work Plan (such component parts of the Work Plan are referred to generically as 'Local Projects');
- D. Whereas, Marin Municipal Water District is a subrecipient of the State Grant and is responsible for ensuring completion of the Marin 2020 Turf Replacement Project (Project) as part of the Work Plan required under the Grant Agreement.

NOW THEREFORE, based upon the foregoing recitals, ABAG and Marin Municipal Water District further agree as follows:

AGREEMENT

- 1.0 Applicable Documents. The following are attached:
 - 1.1 Attachment 1 Project Description
 - 1.2 Attachment 2 Insurance Requirements

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

- 1.4 Exhibit A, 'Work Plan'
- 1.5 Exhibit B, 'Budget'
- 1.6 Exhibit C, 'Schedule'
- 1.7 Exhibit D, 'Standard Conditions'
- 1.8 Exhibit E, 'Authorizing Resolution'
- 1.9 Exhibit F, 'Local Project Sponsors'
- 1.10 Exhibit G, 'Report Formats and Requirements'
- 1.11 Exhibit H, 'Requirements for Statewide Monitoring and Data Submittal'
- 1.12 Exhibit I, 'State Audit Document Requirements & Funding Match Guidelines for Grantees'
- 1.13 Exhibit J, 'Monitoring and Maintenance Plan Components'

This Local Project Sponsor Agreement is comprised of this document (Base Document) and Attachments 1, 2, and 3 and is the complete and exclusive statement of understanding between ABAG and Marin Municipal Water District, and supersedes any and all previous understandings or agreements, whether written or oral, and all communications between the parties relating to the subject matter of this Local Project Sponsor Agreement.

- 2.0 Term of Agreement. This Local Project Sponsor Agreement shall commence as of August 15, 2016 (Effective Date) and continue until December 31, 2020, or until terminated by ABAG pursuant to the terms of this Local Project Sponsor Agreement, or until terminated by DWR pursuant to the terms of the Grant Agreement.
- 3.0 Project, Subaward and Matching Funds. Under the terms of the Grant Agreement, Marin Municipal Water District will implement the Project as more particularly described in Attachment 1. ABAG/SFEP will disburse up to Seven Hundred Eighty-one Thousand, Five Hundred Sixty-three Dollars (\$781,563) of the State Grant to Marin Municipal Water District in accordance with the Grant Agreement. Marin Municipal Water District will provide and document the matching funds referenced in Attachment 1 to this Local Project Sponsor Agreement in accordance with the Grant Agreement.
- 4.0 ABAG Obligations
 - 4.1 ABAG will undertake and complete the following Local Projects, including all administrative and management responsibilities relating solely to such Local Projects, in accordance with the Grant Agreement: Project 1 - Grant Administration (ABAG Project).
 - 4.2 ABAG shall disburse Grant funds as required or permitted by the Grant Agreement. Notwithstanding the foregoing, ABAG is not obligated to disburse any funds to Marin

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

- 4.3 ABAG will promptly notify Marin Municipal Water District of any notices given or actions taken by DWR if such notices or actions are likely to affect Marin Municipal Water District's performance, duties, obligations or funding under this Local Project Sponsor Agreement, including but not limited to notices from DWR regarding Marin Municipal Water District's invoices under section 12.c.5 of the Grant Agreement or alleged default by Marin Municipal Water District under section 14 of the Grant Agreement. ABAG shall consult with the Local Project Sponsor Committee as defined below in carrying out ABAG's responsibilities.
- 4.4 Commencing with DWR's award of the State Grant on October 29, 2015 and continuing until December 31, 2020 when the lengthiest projects covered by the Grant Agreement are expected to wind down and Grant closeout activities are expected to be completed, ABAG will undertake and complete all administrative and management responsibilities under the Grant Agreement that are not related solely to Local Projects. ABAG has incurred, and will continue to incur, numerous costs for administrative and management responsibilities under the Grant Agreement that are not related solely to Local Projects (the "Grant Administrative Costs"). The Grant allocates One Million, Twenty-two Thousand, Three Hundred Thirty-five Dollars (\$1,022,335) for Grant Administrative Costs.
- 4.5 ABAG will cause to be formed a Local Project Sponsors (LPS) Committee comprised of one representative from each Local Project Sponsor, including ABAG. The LPS Committee will provide input to ABAG in carrying out its responsibilities under sections 4.3 and 4.4. Further, the LPS Committee will allocate among the Local Project Sponsors, any Grant Administrative Costs that exceed the amount allocated for same by the Grant Agreement. The LPS Committee will assess the potential for exceedances upon the completion of each Local Project. ABAG will convene the LPS Committee on an as-needed basis, and provide staff support. ABAG will provide the LPS Committee with available information in a timely manner to enable the LPS Committee to undertake the functions described in this section. The LPS Committee will provide input and make decisions based on consensus but if it cannot reach consensus, such input and decisions will be provided and made based on a majority vote of the quorum present at the meeting.
- 4.6 The obligations of ABAG under section 6.2 shall survive the termination of this Local Project Sponsor Agreement.
- 5.0 Marin Municipal Water District Obligations
- 5.1 Marin Municipal Water District is, and at all times will continue to be, in full compliance with the terms and conditions of the Grant Agreement that are applicable to it as a subrecipient of the State Grant. Marin Municipal Water District understands and agrees that for purposes of the foregoing, any requirements and responsibilities imposed upon ABAG as Grantee under the Grant Agreement are hereby passed-through to, and

adopted by Marin Municipal Water District, as obligations of Marin Municipal Water District, excepting only ABAG's obligations as defined in subsections 4.1 – 4.3 of this Local Project Sponsor Agreement. Further, Marin Municipal Water District acknowledges and agrees to comply with any requirements directly imposed on Marin Municipal Water District as a Local Project Sponsor under the Grant Agreement.

- 5.2 Marin Municipal Water District agrees to fund the difference between the Total Project Cost and Grant Amount specified in Attachment 1 of this Local Project Sponsor Agreement. Cost share consists of Funding Match and Additional Cost Share as documented in Attachment 1. Marin Municipal Water District is required to maintain all financial records associated with the total project cost for inclusion in the final project report.
- 5.3 Pursuant to DWR requirements, Marin Municipal Water District may invoice ABAG for grant share reimbursement incurred after the date of January 17, 2014 in their first invoice. Subsequent invoices must bill for costs incurred during the quarter in which they were incurred by Marin Municipal Water District. Match costs can include project related costs incurred after January 1, 2011. Required match costs related to a specific task must be documented to the same level of detail as costs for a grant invoice. Required match costs must be approved by DWR prior to Marin Municipal Water District invoicing the grant for payment for that specific task. Additional cost share will be documented by Marin Municipal Water District in the Final Project Report.
- 5.4 Marin Municipal Water District hereby assumes responsibility for submitting Post-Performance Reports as required under section 19 of the Grant Agreement. Reports will be sent to ABAG for submittal to DWR within sixty (60) calendar days after the first year of project operation/completion and annually for a total of ten (10) years following project completion.
- 5.5 Marin Municipal Water District hereby assumes responsibility for the following as required under section 20 of the Grant Agreement: (a) operating and maintaining facilities and structures, (b) all costs for the operation and maintenance of the facilities and structures, and (c) performing as required under (a) and (b) for the period required.
- 5.6 The obligations of Marin Municipal Water District under sections 5.3, 5.4 and 6.1 shall survive the termination of this Local Project Sponsor Agreement.
- 5.7 Marin Municipal Water District shall not cause ABAG to be in violation of the Grant Agreement, whether by act or omission.
- 5.8 Marin Municipal Water District shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, now existing and as such may change from time-to-time. Any such laws, rules, regulations, ordinances, and directives required thereby to be included in this Local Project Sponsor Agreement are incorporated herein by reference.

- 5.9 Marin Municipal Water District shall procure and submit proof of insurance coverage in compliance with the requirements of Attachment 2 or as approved in writing by ABAG.
- 5.10 Marin Municipal Water District will appoint a representative to the LPS Committee who will participate in the proceedings of the LPS Committee. Marin Municipal Water District acknowledges and affirms the responsibilities of the LPS Committee and agrees to be bound by the decisions of the LPS Committee.
- 5.11 If, pursuant to section 4.5, the LPS Committee determines that there are exceedances in the Grant Administrative Costs, Marin Municipal Water District will not be obligated to pay more than Two Thousand Eight Hundred Twelve Dollars and Fifty Cents (\$2812.50) as its allocated share of exceedances in Grant Administrative Costs.
- 5.12 Marin Municipal Water District further acknowledges and affirms that every other Local Project Sponsor is a third party beneficiary of this Local Project Sponsor Agreement and Marin Municipal Water District is a third party beneficiary of every other Local Project Sponsor Agreement.
- 6.0 Indemnification
- 6.1 Marin Municipal Water District shall indemnify, defend, and hold harmless the other Local Project Sponsors and ABAG and their respective members, elected and appointed officers, employees, and agents from and against any and all liability resulting from Marin Municipal Water District's act(s) and/or omission(s) arising from and/or relating to the ABAG Projects. Government Code section 895.2 does not apply to this Local Project Sponsor Agreement.
- 6.2 ABAG shall indemnify, defend, and hold harmless Marin Municipal Water District and its elected and appointed officers, employees, and agents from and against any and all liability resulting from ABAG's act(s) and/or omission(s) arising from and/or relating to the ABAG Projects, and as such would be imposed in the absence of Government Code section 895.2.
- 6.3 Without limiting the scope of subsections 6.1 or 6.2, such liability includes but is not limited to the following: any funding disallowance; audits; demands; claims; actions; liabilities; damages; fines; fees, costs, and expenses, including attorney, auditor, and/or expert witness fees.
- 7.0 Termination
- 7.1 Upon termination of the Grant Agreement, this Local Project Sponsor Agreement shall terminate effective the same date as the Grant Agreement and in accordance with the terms and conditions for the termination of the Grant Agreement.
- 7.2 ABAG may terminate this Local Project Sponsor Agreement upon the occurrence of all of the following: (a) receipt prior written notice from DWR of a default under section 14 of the Grant Agreement caused in whole or in part by Marin Municipal Water District that

provides at least ten (10) days to cure said default, (b) ABAG's prompt transmittal of said notice to Marin Municipal Water District, (c) Marin Municipal Water District's failure to cure the default within the time prescribed by DWR and (d) DWR takes any of the actions described in subsections 14.i – iv of the Grant Agreement. Upon termination of this Local Project Sponsor Agreement: (1) the rights and duties of the parties with respect to the Work Plan, any portion of the Subaward Amount and any asset acquired with proceeds of the Subaward Amount shall be determined in accordance with the provisions of the Grant Agreement and this Local Project Sponsor Agreement and (2) Marin Municipal Water District shall pay all costs incurred by the State in enforcing section 14 of the Grant Agreement including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

7.3 Marin Municipal Water District may request termination of this Local Project Sponsor Agreement by submitting to ABAG a written notice stating the reasons for termination and all progress reports summarizing accomplishments to the date of the notice. Upon receipt of the notice, ABAG shall promptly transmit the notice to DWR and request amendment of the Grant Agreement pursuant to section D.4 of Exhibit D to the Grant Agreement to conform the Grant Agreement to Marin Municipal Water District's written notice. ABAG shall promptly notify Marin Municipal Water District of any communication(s) or response(s) from DWR. Marin Municipal Water District and ABAG will coordinate on any additional actions requested by DWR to effect the requested termination of this Local Project Sponsor Agreement.

8.0 Notices and Administrative Contacts

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

8.2 All notices or notifications to ABAG shall be sent to:

Rebecca Darr
 San Francisco Estuary Partnership
 1515 Clay Street, Suite 1400
 Oakland, California 94612
 (510)622-2315
 Email: rebecca.darr@sfestuary.org

8.3 All notices or notifications to Marin Municipal Water District shall be sent to:

Matthew Sagues
 Marin Municipal Water District
 220 Nellen Avenue
 Corte Madera, CA 94303
 (415)945-1542
 Email: msagues@marinwater.org

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

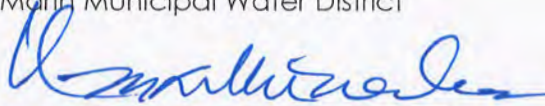
END OF BASE DOCUMENT
SIGNATURE PAGE TO FOLLOW

2015 Proposition 84 Integrated Regional Water Management Implementation Grant
- Department of Water Resources -
Local Project Sponsor Agreement

AUTHORIZED SIGNATURES

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

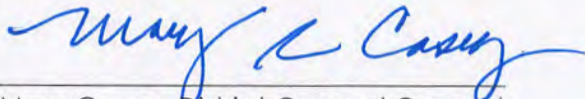
Marin Municipal Water District



Krishna Kumar, General Manager

Date 11/20/16

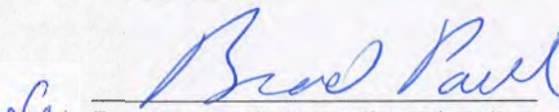
Approved as to Form:



Mary Casey, District General Counsel

Date 11/20/16

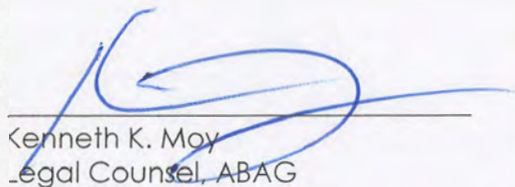
ASSOCIATION OF BAY AREA
GOVERNMENTS



Ezra Rapport, Executive Director

Date 12/20/16

Approved as to Form:



Kenneth K. Moy
Legal Counsel, ABAG

Date 12/16/16

ATTACHMENT 1: PROJECT DESCRIPTION**WORK PLAN****PROJECT 3: Marin 2020 Turf Replacement Project****IMPLEMENTING AGENCY: Marin Municipal Water District (MMWD)**

PROJECT DESCRIPTION: This project will remove approximately 443,000 square feet of nonfunctional turfgrass from commercial, institutional, and industrial properties and replace it with environmentally beneficial landscapes, yielding approximately 19 AF per year of water supply savings.

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

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

Deliverables:

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

Task 2 Labor Compliance Program

Not applicable. MMWD will take all measures necessary to ensure compliance with applicable California Labor Code requirements. This project will be implemented using MMWD labor; there will be no contracted consultant or construction work. A labor compliance program is therefore not applicable for this project. A letter from MMWD to that effect will be provided upon request.

- Proof of labor compliance upon request

Task 3 Reporting

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

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

Deliverables:

- Project Progress Reports
- Draft and Final Project Completion Report

Budget Category (b): Land Purchase/EasementTask 4 Land Purchase/Easement

Not applicable. Project implementation at individual sites throughout MMWD's service area will be conducted by individual landowners and customers identified and electing to participate in the project incentive program. MMWD will not own the land or the improvements installed under the Project.

Budget Category (c): Planning/Design/Engineering and Environmental DocumentationTask 5 CEQA Documentation

This project is subject to CEQA. A Notice of Exemption is assumed and will be filed with the State Clearinghouse. Prepare letter stating no legal challenges (or addressing legal challenges). An Environmental Information Form for the project will be completed and submitted as a deliverable under Task 1.

Deliverables:

- Tribal Notification Letter
- Copy of Notice of Exemption
- No Legal Challenges letter

Task 6 Design

Planning and design will address and develop the following: incentive program characteristics, detail, and implementation time line, identifying potential candidates for incentive program, marketing and outreach actions, and effectiveness monitoring strategies.

Deliverables:

- Design Memorandum

Task 7 Project Monitoring Plan

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

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/ImplementationTask 8 Implementation Activities

This task consists of the following implementation activities outlined below:

- Marketing and outreach: produce marketing material and conduct marketing and targeted outreach campaign to advertise and inform stakeholders about the incentive program.
- Conduct site inspections: ensure eligibility and record pre-implementation conditions at locations and for stakeholders expressing interest in the incentive/rebate program.

- Implement the incentive/rebate program: provide rebates of \$2 per square foot of eligible turf conversion, for eligible expenditures (including eligible native and drought tolerant plants, eligible irrigation equipment, etc.).
- Technical assistance: provide technical assistance and site visits as needed to ensure program functions as intended.

Deliverables:

- Marketing and Outreach Materials
- Record of number of site inspections conducted, rebates processed, and total square footage replaced
- Photographs of example successful turf replacement sites

BUDGET**Project 3: Marin 2020 Turf Replacement Project**

Budget Category		Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	-	-	\$51,725	\$51,725
(b)	Land Purchase/ Easements	-	-	-	-
(c)	Planning/ Design/ Engineering/ Environmental Documentation	-	-	\$36,839	\$36,839
(d)	Construction/ Implementation	\$781,563	-	\$172,436	\$953,999
TOTAL		\$781,563	-	\$261,000	\$1,042,563

SCHEDULE

Project 3: Marin 2020 Turf Replacement Project			
Category		Start Date	End Date
Task (a)	Direct Project Administration	October-15	December-19
Task 1	Project Management	October-15	September-19
Task 2	Labor Compliance	October-15	September-19
Task 3	Reporting	October-15	December-19
Task (b)	Land Purchase/Easement	n/a	n/a
Task 4	Not Applicable	n/a	n/a
Task (c)	Planning/Design/Engineering and Environmental Documentation	January-15	September-16
Task 5	CEQA Documentation	May-16	September-16
Task 6	Design	January-15	September-15
Task 7	Project Monitoring Plan	January-16	February-16
Task (d)	Construction/Implementation	October-15	September-19
Task 8	Implementation Activities	October-15	September-19

ATTACHMENT 2: INSURANCE REQUIREMENTS

Insurance Requirements. Local Project Sponsor shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Local Project Sponsor, its agents, representatives, or employees.

- a) Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - i) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
 - ii) Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
 - iii) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - iv) Errors and Omissions Liability insurance appropriate to the Local Project Sponsor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

- b) Minimum Limits of Insurance. Local Project Sponsor shall maintain limits no less than:
 - i) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - ii) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - iii) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
 - iv) Errors and Omissions Liability: \$1,000,000 per occurrence.

- c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by ABAG. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects ABAG, its officers, officials, employees and volunteers; or the Local Project Sponsor shall pay said deductible or self-insured retention. (Including operations, products and completed operations, as applicable.).

- d) Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - i) ABAG, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Local Project Sponsor; or automobiles owned, leased, hired or borrowed by the Local Project Sponsor.
 - ii) For any claims related to this project, the Local Project Sponsor's insurance coverage shall be primary insurance as respects ABAG, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by ABAG, its officers, officials,

- employees or volunteers shall be excess of the Local Project Sponsor's insurance and shall not contribute with it.
- iii) Except for General Liability and Automobile Liability, each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to ABAG. For General Liability and Automobile Liability, Local Project Sponsor shall provide ABAG with thirty (30) day's prior notice of cancellation by either the insurer or the Local Project Sponsor.
 - iv) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to ABAG.
- f) Verification of Coverage. Local Project Sponsor shall furnish, with return of signed Local Project Sponsor Agreement, ABAG with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by ABAG before work commences. ABAG reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Self Insurance Option. If a Local Project Sponsor is a public entity self-insures for bodily injury, personal injury and property damage liability, the Local Project Sponsor shall submit written evidence of such self-insurance for approval by ABAG in lieu of complying with Insurance Requirements above. Such written evidence may, but is not required to, consist of a letter authorized by its chief administrative/executive officer, chief financial officer, risk manager or equivalent, stating that the Local Project Sponsor is self insured and that the Local Project Sponsor, has or will have, sufficient resources to effect the coverage required by the Insurance Requirements.

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LOCAL PROJECT SPONSOR AGREEMENT
between
ABAG/SFEP and City of East Palo Alto
2015 Proposition 84 Integrated Regional Water Management Implementation Grant
- Department of Water Resources -
- Agreement Number 4600011486 -

Through this Local Project Sponsor Agreement by and between the Association of Bay Area Governments (ABAG), a joint powers authority existing under the laws of the State of California acting on behalf of the San Francisco Estuary Partnership (SFEP), a project sponsored by ABAG and City of East Palo Alto, a California Special District, the parties hereby agree as follows:

RECITALS

- A. Whereas, ABAG applied for a 2015 Proposition 84 Integrated Regional Water Management (IRWM) Program Grant from the State of California, Department of Water Resources (DWR) to help fund nine (9) local, subregional and regional projects located within the San Francisco Bay Area IRWM region (Work Plan);
- B. Whereas, on August 15, 2016 DWR and ABAG entered into Agreement No. 4600011486 (Grant Agreement) awarding to ABAG a grant for Twenty-one Million, Four Hundred Sixty-nine Thousand, Twenty-five Dollars (\$21,469,025) in State funding (State Grant) requiring an estimated Seventy-six Million, Three Hundred Ninety-five Thousand, Seven Hundred Nine Dollars (\$76,395,709) in matching funds to be expended over the grant period which extends from January 1, 2011 until December 31, 2020 when the Work Plan will be completed;
- C. Whereas, subrecipients of the State Grant (Local Project Sponsors) and ABAG will be responsible for implementing their respective component parts of the Work Plan (such component parts of the Work Plan are referred to generically as 'Local Projects');
- D. Whereas, City of East Palo Alto is a subrecipient of the State Grant and is responsible for ensuring completion of the East Palo Alto Groundwater Supply Project (Project) as part of the Work required under the Grant Agreement.

NOW THEREFORE, based upon the foregoing recitals, ABAG and City of East Palo Alto further agree as follows:

AGREEMENT

1.0 Applicable Documents. The following are attached:

1.1 Attachment 1 Project Description

1.2 Attachment 2 Insurance Requirements

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

DWR Prop 84 – Local Project Sponsor Agreement – IRWM 4 – City of East Palo Alto – OWP 102287

- 1.4 Exhibit A, 'Work Plan'
- 1.5 Exhibit B, 'Budget'
- 1.6 Exhibit C, 'Schedule'
- 1.7 Exhibit D, 'Standard Conditions'
- 1.8 Exhibit E, 'Authorizing Resolution'
- 1.9 Exhibit F, 'Local Project Sponsors'
- 1.10 Exhibit G, 'Report Formats and Requirements'
- 1.11 Exhibit H, 'Requirements for Statewide Monitoring and Data Submittal'
- 1.12 Exhibit I, 'State Audit Document Requirements & Funding Match Guidelines for Grantees'
- 1.13 Exhibit J, 'Monitoring and Maintenance Plan Components'

This Local Project Sponsor Agreement is comprised of this document (Base Document) and Attachments 1, 2, and 3 and is the complete and exclusive statement of understanding between ABAG and City of East Palo Alto, and supersedes any and all previous understandings or agreements, whether written or oral, and all communications between the parties relating to the subject matter of this Local Project Sponsor Agreement.

- 2.0 Term of Agreement. This Local Project Sponsor Agreement shall commence as of August 15, 2016 (Effective Date) and continue until December 31, 2020, or until terminated by ABAG pursuant to the terms of this Local Project Sponsor Agreement, or until terminated by DWR pursuant to the terms of the Grant Agreement.
- 3.0 Project, Subaward and Matching Funds. Under the terms of the Grant Agreement, City of East Palo Alto will implement the Project as more particularly described in Attachment 1. ABAG/SFEP will disburse up to One Million, Five Hundred Thousand Six, Fifty Dollars (\$1,506,050) of the State Grant to City of East Palo Alto in accordance with the Grant Agreement. City of East Palo Alto will provide and document the matching funds referenced in Attachment 1 to this Local Project Sponsor Agreement in accordance with the Grant Agreement.
- 4.0 ABAG Obligations
- 4.1 ABAG will undertake and complete the following Local Projects, including all administrative and management responsibilities relating solely to such Local Projects, in accordance with the Grant Agreement: Project 1 - Grant Administration (ABAG Project).
- 4.2 ABAG shall disburse Grant funds as required or permitted by the Grant Agreement. Notwithstanding the foregoing, ABAG is not obligated to disburse any funds to City of East Palo Alto and is not obligated to disburse any other funds until such are authorized and disbursed from DWR to ABAG.

- 4.3 ABAG will promptly notify City of East Palo Alto of any notices given or actions taken by DWR if such notices or actions are likely to affect City of East Palo Alto's performance, duties, obligations or funding under this Local Project Sponsor Agreement, including but not limited to notices from DWR regarding City of East Palo Alto's invoices under section 12.c.5 of the Grant Agreement or alleged default by City of East Palo Alto under section 14 of the Grant Agreement. ABAG shall consult with the Local Project Sponsor Committee as defined below in carrying out ABAG's responsibilities.
- 4.4 Commencing with DWR's award of the State Grant on October 29, 2015 and continuing until December 31, 2020 when the lengthiest projects covered by the Grant Agreement are expected to wind down and Grant closeout activities are expected to be completed, ABAG will undertake and complete all administrative and management responsibilities under the Grant Agreement that are not related solely to Local Projects. ABAG has incurred, and will continue to incur, numerous costs for administrative and management responsibilities under the Grant Agreement that are not related solely to Local Projects (the "Grant Administrative Costs"). The Grant allocates One Million, Twenty-Two Thousand, Three Hundred Thirty-five Dollars (\$1,022,335) for Grant Administrative Costs.
- 4.5 ABAG will cause to be formed a Local Project Sponsors (LPS) Committee comprised of one representative from each Local Project Sponsor, including ABAG. The LPS Committee will provide input to ABAG in carrying out its responsibilities under sections 4.3 and 4.4. Further, the LPS Committee will allocate among the Local Project Sponsors, any Grant Administrative Costs that exceed the amount allocated for same by the Grant Agreement. The LPS Committee will assess the potential for exceedances upon the completion of each Local Project. ABAG will convene the LPS Committee on an as-needed basis, and provide staff support. ABAG will provide the LPS Committee with available information in a timely manner to enable the LPS Committee to undertake the functions described in this section. The LPS Committee will provide input and make decisions based on consensus but if it cannot reach consensus, such input and decisions will be provided and made based on a majority vote of the quorum present at the meeting.
- 4.6 The obligations of ABAG under section 6.2 shall survive the termination of this Local Project Sponsor Agreement.
- 5.0 City of East Palo Alto Obligations
- 5.1 City of East Palo Alto is, and at all times will continue to be, in full compliance with the terms and conditions of the Grant Agreement that are applicable to it as a subrecipient of the State Grant. City of East Palo Alto understands and agrees that for purposes of the foregoing, any requirements and responsibilities imposed upon ABAG as Grantee under the Grant Agreement are hereby passed-through to, and adopted by City of East Palo Alto, as obligations of City of East Palo Alto, excepting only ABAG's obligations as defined in subsections 4.1 – 4.3 of this Local Project Sponsor Agreement. Further, City of East Palo Alto acknowledges and agrees to comply with any requirements directly imposed on City of East Palo Alto as a Local Project Sponsor under the Grant Agreement.

- 5.2 City of East Palo Alto agrees to fund the difference between the Total Project Cost and Grant Amount specified in Attachment 1 of this Local Project Sponsor Agreement. Cost share consists of Funding Match and Additional Cost Share as documented in Attachment 1. City of East Palo Alto is required to maintain all financial records associated with the total project cost for inclusion in the final project report.
- 5.3 Pursuant to DWR requirements, City of East Palo Alto may invoice ABAG for grant share reimbursement incurred after the date of January 17, 2014 in their first invoice. Subsequent invoices must bill for costs incurred during the quarter in which they were incurred by City of East Palo Alto. Match costs can include project related costs incurred after January 1, 2011. Required match costs related to a specific task must be documented to the same level of detail as costs for a grant invoice. Required match costs must be approved by DWR prior to City of East Palo Alto invoicing the grant for payment for that specific task. Additional cost share will be documented by City of East Palo Alto in the Final Project Report.
- 5.4 City of East Palo Alto hereby assumes responsibility for submitting Post-Performance Reports as required under section 19 of the Grant Agreement. Reports will be sent to ABAG for submittal to DWR within sixty (60) calendar days after the first year of project operation/completion and annually for a total of ten (10) years following project completion.
- 5.5 City of East Palo Alto hereby assumes responsibility for the following as required under section 20 of the Grant Agreement: (a) operating and maintaining facilities and structures, (b) all costs for the operation and maintenance of the facilities and structures, and (c) performing as required under (a) and (b) for the period required.
- 5.6 The obligations of City of East Palo Alto under sections 5.3, 5.4 and 6.1 shall survive the termination of this Local Project Sponsor Agreement.
- 5.7 City of East Palo Alto shall not cause ABAG to be in violation of the Grant Agreement, whether by act or omission.
- 5.8 City of East Palo Alto shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, now existing and as such may change from time-to-time. Any such laws, rules, regulations, ordinances, and directives required thereby to be included in this Local Project Sponsor Agreement are incorporated herein by reference.
- 5.9 City of East Palo Alto shall procure and submit proof of insurance coverage in compliance with the requirements of Attachment 2 or as approved in writing by ABAG.
- 5.10 City of East Palo Alto will appoint a representative to the LPS Committee who will participate in the proceedings of the LPS Committee. City of East Palo Alto acknowledges and affirms the responsibilities of the LPS Committee and agrees to be bound by the decisions of the LPS Committee.

- 5.11 If, pursuant to section 4.5, the LPS Committee determines that there are exceedances in the Grant Administrative Costs, City of East Palo Alto will not be obligated to pay more than Two Thousand Eight Hundred Twelve Dollars and Fifty Cents (\$2812.50) as its allocated share of exceedances in Grant Administrative Costs.
- 5.12 City of East Palo Alto further acknowledges and affirms that every other Local Project Sponsor is a third party beneficiary of this Local Project Sponsor Agreement and City of East Palo Alto is a third party beneficiary of every other Local Project Sponsor Agreement.
- 6.0 Indemnification
- 6.1 City of East Palo Alto shall indemnify, defend, and hold harmless the other Local Project Sponsors and ABAG and their respective members, elected and appointed officers, employees, and agents from and against any and all liability resulting from City of East Palo Alto's act(s) and/or omission(s) arising from and/or relating to the Project, and as such would be imposed in the absence of Government Code section 895.2.
- 6.2 ABAG shall indemnify, defend, and hold harmless City of East Palo Alto and its elected and appointed officers, employees, and agents from and against any and all liability resulting from ABAG's act(s) and/or omission(s) arising from and/or relating to the ABAG Projects, and as such would be imposed in the absence of Government Code section 895.2.
- 6.3 Without limiting the scope of subsections 6.1 or 6.2, such liability includes but is not limited to the following: any funding disallowance; audits; demands; claims; actions; liabilities; damages; fines; fees, costs, and expenses, including attorney, auditor, and/or expert witness fees.
- 7.0 Termination
- 7.1 Upon termination of the Grant Agreement, this Local Project Sponsor Agreement shall terminate effective the same date as the Grant Agreement and in accordance with the terms and conditions for the termination of the Grant Agreement.
- 7.2 ABAG may terminate this Local Project Sponsor Agreement upon the occurrence of all of the following: (a) receipt prior written notice from DWR of a default under section 14 of the Grant Agreement caused in whole or in part by City of East Palo Alto that provides at least ten (10) days to cure said default, (b) ABAG's prompt transmittal of said notice to City of East Palo Alto, (c) City of East Palo Alto's failure to cure the default within the time prescribed by DWR and (d) DWR takes any of the actions described in subsections 14.i – iv of the Grant Agreement. Upon termination of this Local Project Sponsor Agreement: (1) the rights and duties of the parties with respect to the Work Plan, any portion of the Subaward Amount and any asset acquired with proceeds of the Subaward Amount shall be determined in accordance with the provisions of the Grant Agreement and this Local Project Sponsor Agreement and (2) City of East Palo Alto shall pay all costs incurred by the State in enforcing section 14 of the Grant Agreement including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

8.0 Notices and Administrative Contacts

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

8.2 All notices or notifications to ABAG shall be sent to:

Rebecca Darr
San Francisco Estuary Partnership
1515 Clay Street, Suite 1400
Oakland, California 94612
(510) 622-2315
Email: rebecca.darr@sfestuary.org

8.3 All notices or notifications to City of East Palo Alto shall be sent to:

Tiffany Deng
City of East Palo Alto
2415 University Avenue
East Palo Alto, CA 94303
(650) 850-3126
Email: tdeng@cityofepa.org

9.0 Amendments and Changes. This Local Project Sponsor Agreement may be changed only by a written amendment duly signed by ABAG and City of East Palo Alto, provided that any changes to sections 4.4, 4.5 or 5.6 also require written concurrence by the LPS Committee.

10.0 Assignment and Delegation. City of East Palo Alto shall not assign its rights or delegate its duties under this Local Project Sponsor Agreement. Any attempted assignment or delegation shall be null and void, and constitute a material breach of this Local Project Sponsor Agreement.

11.0 Governing Law and Venue. This Local Project Sponsor Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California. City of East Palo Alto further agrees and consents that the venue of any action brought between City of East Palo Alto and ABAG shall be exclusively in the County of Alameda.

12.0 Validity and Severability. If any provision of this Local Project Sponsor Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Local Project Sponsor Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

13.0 No Waiver. No waiver by either party of any event of breach and/or breach of any provision of this Local Project Sponsor Agreement shall constitute a waiver of any other event of breach and/or breach. Either party's non-enforcement at any time, or from

time to time, of any provision of this Local Project Sponsor Agreement shall not be construed as a waiver thereof.

- 14.0 Priority of Documents. The provisions of the Grant Agreement shall prevail over provisions of this Local Project Sponsor Agreement.

END OF BASE DOCUMENT
SIGNATURE PAGE TO FOLLOW

2015 Proposition 84 Integrated Regional Water Management Implementation Grant
- Department of Water Resources -
Local Project Sponsor Agreement

AUTHORIZED SIGNATURES

IN WITNESS WHEREOF, City of East Palo Alto and ABAG have duly executed this Agreement, or caused it to be duly executed on its behalf.

City of East Palo Alto



Carlos Martinez
City Manager

Date 10/17/16

Approved as to Form:



Rafael E. Alvarado Jr.
City Attorney

Date 10-13-16

ASSOCIATION OF BAY AREA
GOVERNMENTS


for Ezra Rapport, Executive Director

Date 11/2/16

Approved as to Form:



Kenneth K. Moy
Legal Counsel, ABAG

Date 11/1/16

ATTACHMENT 1: PROJECT DESCRIPTION

WORK PLAN

PROJECT 4: East Palo Alto Groundwater Supply Project

IMPLEMENTING AGENCY: City of East Palo Alto

PROJECT DESCRIPTION: This project includes the development and use of groundwater as a new source of approximately 1,200 acre feet per year of water supply for the City of East Palo Alto and its DAC by installing the Gloria Way Well treatment system and designing the Pad D Well and Treatment System. The Gloria Way Well's treatment system will be improved so that the well can provide a sustained yield of up to 300 gallons per minute (gpm). A design for the Pad D site will be developed so that with future funding, a well can be developed with yields on the order of 350 to 500 gpm.

Budget Category (a): Direct Project Administration

Task 1 Project Management

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

Deliverables:

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

Task 2 Labor Compliance Program

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

Deliverables:

- Proof of labor compliance upon request

Task 3 Reporting

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

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

Deliverables:

- Project Progress Reports
- Draft and Final Project Completion Report

Budget Category (b): Land Purchase/EasementTask 4 Land Purchase/Easement

Not applicable.

Budget Category (c): Planning/Design/Engineering and Environmental DocumentationTask 5 Feasibility Studies

Project Feasibility Studies that were completed as part of the project development process include: the Gloria Way Water Well Production Alternatives Analysis and East Palo Alto Water Security Feasibility Study and the Report on Drilling, Construction, and Testing of the Pad D Test Well.

Deliverables:

- A copy of each study referenced above upon request

Task 6 CEQA Documentation

Prepare and circulate a Notice of Preparation (including tribal notification to the California Native Heritage Commission as required by PRC §75102). Prepare draft Joint Initial Study and Environmental Assessment documents and release document for public review. File Notice of Completion and Notice of Determination with State Clearinghouse. Prepare letter stating no legal challenges (or addressing legal challenges). The Gloria Way Well IS/EA was completed and approved by the City.

Deliverables:

- Copy of Notice of Preparation or Exemption
- Copy of Draft and Final IS/EA
- Copy of Notice of Completion and Notice of Determination
- No Legal Challenges letter
- Tribal Notification per PRC §75102

Task 7 Permitting

It is anticipated that the following state and local permits and approvals will need to be acquired:

Gloria Way Well and Treatment System:

- State Water Resources Control Board Permits to Operate Wells and Treatment Systems
- Palo Alto Regional Water Quality Control plant permits to discharge system wastewater

Pad D Well and Treatment System:

- San Mateo County permit to install the Pad D Well
- State Water Resources Control Board Permits to Operate Wells and Treatment Systems
- Palo Alto Regional Water Quality Control plant permits to discharge system wastewater

Additional permits may be obtained as required.

Construction of the Pad D Well and Treatment System is not included in this grant agreement, however permitting of the Pad D Well and Treatment System is included in this grant agreement. Permits for the well operation and treatment system are not issued until after the well is constructed and will be obtained at that time.

Deliverables:

- Relevant permits as defined above
- Additional permits may be obtained as required

Complete preliminary design for the Gloria Way Well Treatment System, the Pad D Well, and the Pad D Well Treatment system which includes the following supporting work: geotechnical investigation and topographic survey. The preliminary design will provide the overall project concept for use in development of final design, plans and specifications including: preliminary design calculations, preliminary design details, and 100% (Final) design, plans, and specifications.

Deliverables:

- Geotechnical Report
- Topographic Survey
- Preliminary Design
- Updated Project Cost Estimate
- 30% Design Documents
- 65% Design Documents
- 100% Design Plans and Specifications
- Final Design Documents, including plans and specifications

Task 9 Project Monitoring Plan

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

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/ImplementationTask 10 Construction Contracting

Activities necessary to secure a contractor and award the contract include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed. This task only applies to the Gloria Way Well treatment system.

Deliverables:

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

Task 11 Construction Administration

Review contractor submittals, answer requests for information, and issue work directives. A full time engineering construction observer will be on site for the duration of the project. Construction observer duties include: documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. This task only applies to the Gloria Way Well treatment system.

- Notice of Completion

Task 12 Construction/Implementation Activities

Project construction would adhere to construction standards, health and safety standards, laboratory analysis protocols, and acceptable standard methods.

Construction activities at the Gloria Way Well Treatment System would be implemented as outlined below.

- Mobilization: Set up construction staging area and site security, install temporary construction field offices, place temporary sanitary facilities.
- Site preparation will include implementing best management practices (BMPs), clear and grub the site, designate stockpile and material storage areas, and set up traffic control.
- Construct treatment system.
- Performance testing and demobilization.

Construction and construction administration of the Pad D Well and the Pad D treatment system is not included in this grant agreement.

Deliverables:

- Photographic documentation
- Engineer's Certification
- Final As-built drawings
- Inspection Reports
- Treatment System Startup Report

BUDGET

Project 4: East Palo Alto Groundwater Supply Project

Budget Category		Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	-	-	-	-
(b)	Land Purchase/ Easements	-	-	-	-
(c)	Planning/ Design/ Engineering/ Environmental Documentation	\$705,000	-	\$953,574	\$1,658,574
(d)	Construction/ Implementation	\$801,050	-	\$1,320,450	\$2,121,500
TOTAL		\$1,506,050	-	\$2,274,024	\$3,780,074

SCHEDULE

Project 4: City of East Palo Alto			
Category		Start Date	End Date
Task (a)	Direct Project Administration	January-16	March-18
Task 1	Project Management	January-16	March-18
Task 2	Labor Compliance	January-16	January-18
Task 3	Reporting	January-16	March-18
Task (b)	Land Purchase/Easement	n/a	n/a
Task 4	Not Applicable	n/a	n/a
Task (c)	Planning/Design/Engineering and Environmental Documentation	February-15	December-17
Task 5	Feasibility Studies	February-13	November-13
Task 6	CEQA Documentation	January-13	March-17
Task 7	Permitting	February-15	June-18
Task 8	Design	December-14	January-17
Task 9	Project Monitoring Plan	April-17	August-17
Task (d)	Construction/Implementation	August-16	August 2017
Task 10	Construction Contracting	August-16	October-16
Task 11	Construction Administration	October-16	August-17
Task 12	Construction/Implementation Activities	October-16	August-17

ATTACHMENT 2: INSURANCE REQUIREMENTS

Insurance Requirements. Local Project Sponsor shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Local Project Sponsor, its agents, representatives, or employees.

- a) Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - i) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
 - ii) Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
 - iii) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - iv) Errors and Omissions Liability insurance appropriate to the Local Project Sponsor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

- b) Minimum Limits of Insurance. Local Project Sponsor shall maintain limits no less than:
 - i) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - ii) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - iii) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
 - iv) Errors and Omissions Liability: \$1,000,000 per occurrence.

- c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by ABAG. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects ABAG, its officers, officials, employees and volunteers; or the Local Project Sponsor shall pay said deductible or self-insured retention. (Including operations, products and completed operations, as applicable.).

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 - ii) For any claims related to this project, the Local Project Sponsor's insurance coverage shall be primary insurance as respects ABAG, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by ABAG, its officers, officials,

- employees or volunteers shall be excess of the Local Project Sponsor's insurance and shall not contribute with it.
- iii) Except for General Liability and Automobile Liability, each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to ABAG. For General Liability and Automobile Liability, Local Project Sponsor shall provide ABAG with thirty (30) day's prior notice of cancellation by either the insurer or the Local Project Sponsor.
 - iv) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to ABAG.
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Self Insurance Option. If a Local Project Sponsor is a public entity self-insures for bodily injury, personal injury and property damage liability, the Local Project Sponsor shall submit written evidence of such self-insurance for approval by ABAG in lieu of complying with Insurance Requirements above. Such written evidence may, but is not required to, consist of a letter authorized by its chief administrative/executive officer, chief financial officer, risk manager or equivalent, stating that the Local Project Sponsor is self insured and that the Local Project Sponsor, has or will have, sufficient resources to effect the coverage required by the Insurance Requirements.

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LOCAL PROJECT SPONSOR AGREEMENT
between
ABAG/SFEP and San Mateo County RCD
2015 Proposition 84 Integrated Regional Water Management Implementation Grant
- Department of Water Resources -
- Agreement Number 4600011486 -

Through this Local Project Sponsor Agreement by and between the Association of Bay Area Governments (ABAG), a joint powers authority existing under the laws of the State of California acting on behalf of the San Francisco Estuary Partnership (SFEP), a project sponsored by ABAG and San Mateo County RCD, a California Special District, the parties hereby agree as follows:

RECITALS

- A. Whereas, ABAG applied for a 2015 Proposition 84 Integrated Regional Water Management (IRWM) Program Grant from the State of California, Department of Water Resources (DWR) to help fund nine (9) local, subregional and regional projects located within the San Francisco Bay Area IRWM region (Work Plan);
- B. Whereas, on August 15, 2016 DWR and ABAG entered into Agreement No. 4600011486 (Grant Agreement) awarding to ABAG a grant for Twenty-one Million, Four Hundred Sixty-nine Thousand, Twenty-five Dollars (\$21,469,025) in State funding (State Grant) requiring an estimated Seventy-six Million, Three Hundred Ninety-five Thousand, Seven Hundred Nine Dollars (\$76,395,709) in matching funds to be expended over the grant period which extends from January 1, 2011 until December 31, 2020 when the Work Plan will be completed;
- C. Whereas, subrecipients of the State Grant (Local Project Sponsors) and ABAG will be responsible for implementing their respective component parts of the Work Plan (such component parts of the Work Plan are referred to generically as 'Local Projects');
- D. Whereas, San Mateo County RCD is a subrecipient of the State Grant and is responsible for ensuring completion of the Coastal San Mateo County Drought Relief Phase II (Project) as part of the Work Plan required under the Grant Agreement.

NOW THEREFORE, based upon the foregoing recitals, ABAG and San Mateo County RCD further agree as follows:

AGREEMENT

1.0 Applicable Documents. The following are attached:

1.1 Attachment 1 Project Description

1.2 Attachment 2 Insurance Requirements

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

DWR Prop 84 – Local Project Sponsor Agreement – IRWM 4 –San Mateo County RCD – OWP 102288

- 1.4 Exhibit A, 'Work Plan'
- 1.5 Exhibit B, 'Budget'
- 1.6 Exhibit C, 'Schedule'
- 1.7 Exhibit D, 'Standard Conditions'
- 1.8 Exhibit E, 'Authorizing Resolution'
- 1.9 Exhibit F, 'Local Project Sponsors'
- 1.10 Exhibit G, 'Report Formats and Requirements'
- 1.11 Exhibit H, 'Requirements for Statewide Monitoring and Data Submittal'
- 1.12 Exhibit I, 'State Audit Document Requirements & Funding Match Guidelines for Grantees'
- 1.13 Exhibit J, 'Monitoring and Maintenance Plan Components'

This Local Project Sponsor Agreement is comprised of this document (Base Document) and Attachments 1, 2, and 3 and is the complete and exclusive statement of understanding between ABAG and San Mateo County RCD, and supersedes any and all previous understandings or agreements, whether written or oral, and all communications between the parties relating to the subject matter of this Local Project Sponsor Agreement.

- 2.0 Term of Agreement. This Local Project Sponsor Agreement shall commence as of August 15, 2016 (Effective Date) and continue until December 31, 2020, or until terminated by ABAG pursuant to the terms of this Local Project Sponsor Agreement, or until terminated by DWR pursuant to the terms of the Grant Agreement.
- 3.0 Project, Subaward and Matching Funds. Under the terms of the Grant Agreement, San Mateo County RCD will implement the Project as more particularly described in Attachment 1. ABAG/SFEP will disburse up to One Million, Four Hundred Thousand Dollars (\$1,400,000) of the State Grant to San Mateo County RCD in accordance with the Grant Agreement. San Mateo County RCD will provide and document the matching funds referenced in Attachment 1 to this Local Project Sponsor Agreement in accordance with the Grant Agreement.
- 4.0 ABAG Obligations
 - 4.1 ABAG will undertake and complete the following Local Projects, including all administrative and management responsibilities relating solely to such Local Projects, in accordance with the Grant Agreement: Project 1 - Grant Administration (ABAG Project).
 - 4.2 ABAG shall disburse Grant funds as required or permitted by the Grant Agreement. Notwithstanding the foregoing, ABAG is not obligated to disburse any funds to San Mateo County RCD and is not obligated to disburse any other funds until such are authorized and disbursed from DWR to ABAG.

- 4.3 ABAG will promptly notify San Mateo County RCD of any notices given or actions taken by DWR if such notices or actions are likely to affect San Mateo County RCD's performance, duties, obligations or funding under this Local Project Sponsor Agreement, including but not limited to notices from DWR regarding San Mateo County RCD's invoices under section 12.c.5 of the Grant Agreement or alleged default by San Mateo County RCD under section 14 of the Grant Agreement. ABAG shall consult with the Local Project Sponsor Committee as defined below in carrying out ABAG's responsibilities.
- 4.4 Commencing with DWR's award of the State Grant on October 29, 2015 and continuing until December 31, 2020 when the lengthiest projects covered by the Grant Agreement are expected to wind down and Grant closeout activities are expected to be completed, ABAG will undertake and complete all administrative and management responsibilities under the Grant Agreement that are not related solely to Local Projects. ABAG has incurred, and will continue to incur, numerous costs for administrative and management responsibilities under the Grant Agreement that are not related solely to Local Projects (the "Grant Administrative Costs"). The Grant allocates One Million, Twenty-two Thousand Dollars, Three Hundred Thirty-five Dollars (\$1,022,335) for Grant Administrative Costs.
- 4.5 ABAG will cause to be formed a Local Project Sponsors (LPS) Committee comprised of one representative from each Local Project Sponsor, including ABAG. The LPS Committee will provide input to ABAG in carrying out its responsibilities under sections 4.3 and 4.4. Further, the LPS Committee will allocate among the Local Project Sponsors, any Grant Administrative Costs that exceed the amount allocated for same by the Grant Agreement. The LPS Committee will assess the potential for exceedances upon the completion of each Local Project. ABAG will convene the LPS Committee on an as-needed basis, and provide staff support. ABAG will provide the LPS Committee with available information in a timely manner to enable the LPS Committee to undertake the functions described in this section. The LPS Committee will provide input and make decisions based on consensus but if it cannot reach consensus, such input and decisions will be provided and made based on a majority vote of the quorum present at the meeting.
- 4.6 The obligations of ABAG under section 6.2 shall survive the termination of this Local Project Sponsor Agreement.
- 5.0 Commission Obligations
- 5.1 San Mateo County RCD is, and at all times will continue to be, in full compliance with the terms and conditions of the Grant Agreement that are applicable to it as a subrecipient of the State Grant. San Mateo County RCD understands and agrees that for purposes of the foregoing, any requirements and responsibilities imposed upon ABAG as Grantee under the Grant Agreement are hereby passed-through to, and adopted by San Mateo County RCD, as obligations of San Mateo County RCD, excepting only ABAG's obligations as defined in subsections 4.1 – 4.3 of this Local Project Sponsor Agreement. Further, San Mateo County RCD acknowledges and agrees to comply with any

requirements directly imposed on San Mateo County RCD as a Local Project Sponsor under the Grant Agreement.

- 5.2 San Mateo County RCD agrees to fund the difference between the Total Project Cost and Grant Amount specified in Attachment 1 of this Local Project Sponsor Agreement. Cost share consists of Funding Match and Additional Cost Share as documented in Attachment 1. San Mateo County RCD is required to maintain all financial records associated with the total project cost for inclusion in the final project report.
- 5.3 Pursuant to DWR requirements, San Mateo County RCD may invoice ABAG for grant share reimbursement incurred after the date of October 29, 2015 in their first invoice. Subsequent invoices must bill for costs incurred during the quarter in which they were incurred by San Mateo County RCD. Match costs can include project related costs incurred after January 1, 2011. Required match costs related to a specific task must be documented to the same level of detail as costs for a grant invoice. Required match costs must be approved by DWR prior to San Mateo County RCD invoicing the grant for payment for that specific task. Additional cost share will be documented by San Mateo County RCD in the Final Project Report.
- 5.4 San Mateo County RCD hereby assumes responsibility for submitting Post-Performance Reports as required under section 19 of the Grant Agreement. Reports will be sent to ABAG for submittal to DWR within sixty (60) calendar days after the first year of project operation/completion and annually for a total of ten (10) years following project completion.
- 5.5 San Mateo County RCD hereby assumes responsibility for the following as required under section 20 of the Grant Agreement: (a) operating and maintaining facilities and structures, (b) all costs for the operation and maintenance of the facilities and structures, and (c) performing as required under (a) and (b) for the period required.
- 5.6 The obligations of San Mateo County RCD under sections 5.3, 5.4 and 6.1 shall survive the termination of this Local Project Sponsor Agreement.
- 5.7 San Mateo County RCD shall not cause ABAG to be in violation of the Grant Agreement, whether by act or omission.
- 5.8 San Mateo County RCD shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, now existing and as such may change from time-to-time. Any such laws, rules, regulations, ordinances, and directives required thereby to be included in this Local Project Sponsor Agreement are incorporated herein by reference.
- 5.9 San Mateo County RCD shall procure and submit proof of insurance coverage in compliance with the requirements of Attachment 2 or as approved in writing by ABAG.
- 5.10 San Mateo County RCD will appoint a representative to the LPS Committee who will participate in the proceedings of the LPS Committee. San Mateo County RCD

acknowledges and affirms the responsibilities of the LPS Committee and agrees to be bound by the decisions of the LPS Committee.

- 5.11 If, pursuant to section 4.5, the LPS Committee determines that there are exceedances in the Grant Administrative Costs, San Mateo County RCD will not be obligated to pay more than Two Thousand Eight Hundred Twelve Dollars and Fifty Cents (\$2812.50) as its allocated share of exceedances in Grant Administrative Costs.
- 5.12 San Mateo County RCD further acknowledges and affirms that every other Local Project Sponsor is a third party beneficiary of this Local Project Sponsor Agreement and San Mateo County RCD is a third party beneficiary of every other Local Project Sponsor Agreement.
- 6.0 Indemnification
- 6.1 San Mateo County RCD shall indemnify, defend, and hold harmless the other Local Project Sponsors and ABAG and their respective members, elected and appointed officers, employees, and agents from and against any and all liability resulting from San Mateo County RCD's act(s) and/or omission(s) arising from and/or relating to the Project, and as such would be imposed in the absence of Government Code section 895.2.
- 6.2 ABAG shall indemnify, defend, and hold harmless San Mateo County RCD and its elected and appointed officers, employees, and agents from and against any and all liability resulting from ABAG's act(s) and/or omission(s) arising from and/or relating to the ABAG Projects, and as such would be imposed in the absence of Government Code section 895.2.
- 6.3 Without limiting the scope of subsections 6.1 or 6.2, such liability includes but is not limited to the following: any funding disallowance; audits; demands; claims; actions; liabilities; damages; fines; fees, costs, and expenses, including attorney, auditor, and/or expert witness fees.
- 7.0 Termination
- 7.1 Upon termination of the Grant Agreement, this Local Project Sponsor Agreement shall terminate effective the same date as the Grant Agreement and in accordance with the terms and conditions for the termination of the Grant Agreement.
- 7.2 ABAG may terminate this Local Project Sponsor Agreement upon the occurrence of all of the following: (a) receipt prior written notice from DWR of a default under section 14 of the Grant Agreement caused in whole or in part by San Mateo County RCD that provides at least ten (10) days to cure said default, (b) ABAG's prompt transmittal of said notice to San Mateo County RCD, (c) San Mateo County RCD's failure to cure the default within the time prescribed by DWR and (d) DWR takes any of the actions described in subsections 14.i – iv of the Grant Agreement. Upon termination of this Local Project Sponsor Agreement: (1) the rights and duties of the parties with respect to the Work Plan, any portion of the Subaward Amount and any asset acquired with proceeds

of the Subaward Amount shall be determined in accordance with the provisions of the Grant Agreement and this Local Project Sponsor Agreement and (2) San Mateo County RCD shall pay all costs incurred by the State in enforcing section 14 of the Grant Agreement including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

8.0 Notices and Administrative Contacts

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

8.2 All notices or notifications to ABAG shall be sent to:

Rebecca Darr
San Francisco Estuary Partnership
1515 Clay Street, Suite 1400
Oakland, California 94612
(510)622-2315
Email: rebecca.darr@sfestuary.org

8.3 All notices or notifications to San Mateo County RCD shall be sent to:

Kellyx Nelson
San Mateo County RCD
625 Miramontes Street, Suite 103
Hal Moon Bay, CA 94019
(650)712-7765 x 102
Email: kellyx@sanmateorcd.org

9.0 Amendments and Changes. This Local Project Sponsor Agreement may be changed only by a written amendment duly signed by ABAG and San Mateo County RCD, provided that any changes to sections 4.4, 4.5 or 5.6 also require written concurrence by the LPS Committee.

10.0 Assignment and Delegation. San Mateo County RCD shall not assign its rights or delegate its duties under this Local Project Sponsor Agreement. Any attempted assignment or delegation shall be null and void, and constitute a material breach of this Local Project Sponsor Agreement.

11.0 Governing Law and Venue. This Local Project Sponsor Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California. San Mateo County RCD further agrees and consents that the venue of any action brought between San Mateo County RCD and ABAG shall be exclusively in the County of Alameda.

12.0 Validity and Severability. If any provision of this Local Project Sponsor Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this

DWR Prop 84 – Local Project Sponsor Agreement – IRWM 4 –San Mateo County RCD – OWP 102288

Local Project Sponsor Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

- 13.0 No Waiver. No waiver by either party of any event of breach and/or breach of any provision of this Local Project Sponsor Agreement shall constitute a waiver of any other event of breach and/or breach. Either party's non-enforcement at any time, or from time to time, of any provision of this Local Project Sponsor Agreement shall not be construed as a waiver thereof.
- 14.0 Priority of Documents. The provisions of the Grant Agreement shall prevail over provisions of this Local Project Sponsor Agreement.

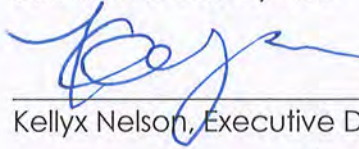
END OF BASE DOCUMENT
SIGNATURE PAGE TO FOLLOW

**2015 Proposition 84 Integrated Regional Water Management Implementation Grant
- Department of Water Resources -
Local Project Sponsor Agreement**

AUTHORIZED SIGNATURES

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

San Mateo County RCD



Kellyx Nelson, Executive Director

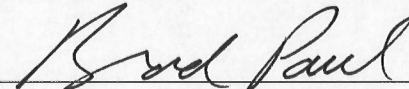
Date 11/22/2016

Approved as to Form:

(Insert Name & Title of Signatory)

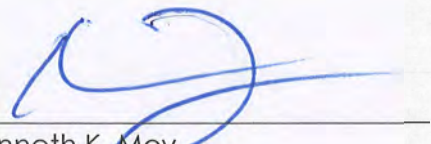
Date _____

ASSOCIATION OF BAY AREA
GOVERNMENTS

for 
Ezra Rapport, Executive Director

Date 12/15/16

Approved as to Form:


Kenneth K. Moy
Legal Counsel, ABAG

Date 12/14/16

ATTACHMENT 1: PROJECT DESCRIPTION

WORK PLAN

PROJECT 5: Coastal San Mateo County Drought Relief Phase II

IMPLEMENTING AGENCY: San Mateo County RCD

PROJECT DESCRIPTION: This project is divided into two elements described below.

Element A: Approximately 1,550 linear feet of 40 to 50 year old steel water pipelines located under surface streets currently has 2 known leaks and is wasting approximately 2 AF of water per year. This project will include the replacement of the existing steel water pipelines with high-density polyethylene or polyvinyl chloride pipes in the upper San Gregorio watershed. A major leak that developed in one of the pipelines planned for replacement lost 1.2 AF of water over a week while emergency repairs were being done. The replacement of these pipelines will conserve approximately 3 AF of water per year.

Element B: 1) In the Pilarcitos watershed, an existing pond will be refurbished to store approximately 5 additional acre feet of water. 2) In the San Gregorio watershed, a new pond will be constructed to store approximately 18 acre feet of additional water storage. When complete, this element will result in approximately 18 acre feet per year of storage for use during summer months and drought conditions, and reduce agricultural water use by an estimated 10 AF per year. 3) In the Pescadero watershed, a new pond will be constructed to store approximately 5-15 AF under drought conditions.

Budget Category (a): Direct Project Administration

Task 1 Project Management

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

Deliverables:

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

Task 2 Labor Compliance Program

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

Deliverables:

- Proof of labor compliance upon request

Task 3 Reporting

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

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

Deliverables:

- Project Progress Reports
- Draft and Final Project Completion Report

Budget Category (b): Land Purchase/Easement

Task 4 Land Purchase/Easement

Not applicable. This Project occurs on privately owned lands which are participating with the RCD voluntarily and does not require purchase or easements.

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

Task 5 Feasibility Studies

Element A—Domestic Water Use Efficiency: Feasibility analysis for replacing pipeline sections is conducted as part of Cuesta La Honda Guild's effort to monitor potential leaks.

Element B—Agricultural Water Supply Storage and Efficiency: Feasibility analysis for Element B includes irrigation audits to understand water demands throughout the growing season, as well as the level of efficiency of the irrigation system. In addition, initial engineering investigations into the construction of irrigation water supply ponds are used to determine the appropriate size and location for a pond.

Deliverables:

- Relevant Feasibility Studies

Task 6 CEQA Documentation

Element A: Prepare and circulate a Notice of Preparation (including tribal notification to the California Native Heritage Commission). File Notice of Exemption with State Clearinghouse. Prepare letter stating no legal challenges (or addressing legal challenges).

Element B: All projects included in Element B fall within categorical exemptions for small restoration projects. Prepare and circulate a Notice of Preparation (including tribal notification to the California Native Heritage Commission). Categorical exemption documentation (Notice of Exemption) will be prepared by the RCD after completion of 60% designs for Element B projects and will be filed with ABAG/SFEP for submittal to DWR for each project. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- Copies of Notice of Exemptions for each site
- No Legal Challenges letter(s)
- Tribal Notification Letter for each Element

Task 7 Permitting

It is anticipated that the following federal, state, and local permits and approvals will need to be acquired:

- San Mateo County Access Permit
- California Department of Fish and Wildlife (CDFW) Section 1602 Lake and Streambed Alteration Agreement
- U.S. Fish and Wildlife Service and/or National Marine Fisheries Service Section 7 Informal or Formal Consultations
- Appropriate Water Rights – State Water Resources Control Board

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

Deliverables:

- Copy of all required permits

Task 8 Design

Element A: Complete preliminary design including a topographic survey. The plans and specifications will include: pipe layout and quantities of fill. No deliverables needed for Element A.

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

Deliverables:

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

Task 9 Project Monitoring Plan

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

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 10 Construction Contracting**

Activities necessary to secure a contractor and award the contract include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

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

Task 11 Construction Administration

Review contractor submittals, answer requests for information, and issue work directives. A full time engineering construction observer will be on site for the duration of the project. Construction observer duties include: documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable.

Deliverables:

- Notice of Completion

Task 12 Construction/Implementation Activities

This task includes all activities related to project construction and implementation. Work through this task would adhere to construction standards, health and safety standards, laboratory analysis protocols, and acceptable standard methods. Element A construction includes mobilization of equipment, site preparation of water pipeline route (mainly under

streets), excavation and removal of old pipeline, instillation of new pipeline, infill and repaving.

Element B construction includes mobilization of equipment, site preparation of existing or proposed pond location (new ponds located within agricultural operations), excavation of pond location and stockpiling of materials, grading and compaction of fill (and/or instillation of synthetic liner), winter weatherization of construction site, installation of irrigation efficiency improvements (new pumps, sprinkler heads, installation and replacement of leaking pipelines).

Deliverables:

- Photographic documentation
- Engineer's Certification
- Final As-built drawings

BUDGET

Project 5: Coastal San Mateo County Drought Relief Phase II

Budget Category		Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$177,430	-	-	\$177,430
(b)	Land Purchase/ Easements	-	-	-	-
(c)	Planning/ Design/ Engineering/ Environmental Documentation	\$215,405	-	\$75,755	\$291,160
(d)	Construction/ Implementation	\$1,007,165	-	\$473,818	\$1,480,983
TOTAL		\$1,400,000	-	\$549,573	\$1,949,573

SCHEDULE

Project 5: Coastal San Mateo County Drought Relief Phase II			
Category		Start Date	End Date
Task (a)	Direct Project Administration	January-16	February-20
Task 1	Project Management	January-16	February-20
Task 2	Labor Compliance	January-16	October-18
Task 3	Reporting	January-16	February-20
Task (b)	Land Purchase/Easement	n/a	n/a
Task 4	Not Applicable	n/a	n/a
Task (c)	Planning/Design/Engineering and Environmental Documentation	December-14	November-18
Task 5	Feasibility Studies	April-15	January-16
Task 6	CEQA Documentation	April-17	June-18
Task 7	Permitting	April-16	June-17
Task 8	Design	May-15	November-16
Task 9	Project Monitoring Plan	March-16	January-17
Task (d)	Construction/Implementation	March-16	November-19
Task 10	Construction Contracting	March-16	October-19
Task 11	Construction Administration	March-16	November-19
Task 12	Construction/Implementation Activities	March-16	October-19

ATTACHMENT 2: INSURANCE REQUIREMENTS

Insurance Requirements. Local Project Sponsor shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Local Project Sponsor, its agents, representatives, or employees.

- a) Minimum Scope of Insurance. Coverage shall be at least as broad as:
- i) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
 - ii) Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
 - iii) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - iv) Errors and Omissions Liability insurance appropriate to the Local Project Sponsor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.
- b) Minimum Limits of Insurance. Local Project Sponsor shall maintain limits no less than:
- i) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - ii) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - iii) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
 - iv) Errors and Omissions Liability: \$1,000,000 per occurrence.
- c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by ABAG. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects ABAG, its officers, officials, employees and volunteers; or the Local Project Sponsor shall pay said deductible or self-insured retention. (Including operations, products and completed operations, as applicable.).
- d) Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- i) ABAG, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Local Project Sponsor; or automobiles owned, leased, hired or borrowed by the Local Project Sponsor.
 - ii) For any claims related to this project, the Local Project Sponsor's insurance coverage shall be primary insurance as respects ABAG, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by ABAG, its officers, officials,

- employees or volunteers shall be excess of the Local Project Sponsor's insurance and shall not contribute with it.
- iii) Except for General Liability and Automobile Liability, each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to ABAG. For General Liability and Automobile Liability, Local Project Sponsor shall provide ABAG with thirty (30) day's prior notice of cancellation by either the insurer or the Local Project Sponsor.
 - iv) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to ABAG.
- f) Verification of Coverage. Local Project Sponsor shall furnish, with return of signed Local Project Sponsor Agreement, ABAG with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by ABAG before work commences. ABAG reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Self Insurance Option. If a Local Project Sponsor is a public entity self-insures for bodily injury, personal injury and property damage liability, the Local Project Sponsor shall submit written evidence of such self-insurance for approval by ABAG in lieu of complying with Insurance Requirements above. Such written evidence may, but is not required to, consist of a letter authorized by its chief administrative/executive officer, chief financial officer, risk manager or equivalent, stating that the Local Project Sponsor is self insured and that the Local Project Sponsor, has or will have, sufficient resources to effect the coverage required by the Insurance Requirements.

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LOCAL PROJECT SPONSOR AGREEMENT
between
ABAG/SFEP and State Coastal Conservancy
2015 Proposition 84 Integrated Regional Water Management Implementation Grant
- Department of Water Resources -
- Agreement Number 4600011486 -

Through this Local Project Sponsor Agreement by and between the Association of Bay Area Governments (ABAG), a joint powers authority existing under the laws of the State of California acting on behalf of the San Francisco Estuary Partnership (SFEP), a project sponsored by ABAG and State Coastal Conservancy, the parties hereby agree as follows:

RECITALS

- A. Whereas, ABAG applied for a 2015 Proposition 84 Integrated Regional Water Management (IRWM) Program Grant from the State of California, Department of Water Resources (DWR) to help fund nine (9) local, subregional and regional projects located within the San Francisco Bay Area IRWM region (Work Plan);
- B. Whereas, on August 15, 2016 DWR and ABAG entered into Agreement No. 4600011486 (Grant Agreement) awarding to ABAG a grant for Twenty-one Million, Four Hundred Sixty-nine Thousand, Twenty-five Dollars (\$21,469,025) in State funding (State Grant) requiring an estimated Seventy-six Million, Three Hundred Ninety-five Thousand, Seven Hundred Nine Dollars (\$76,395,709) in matching funds to be expended over the grant period which extends from January 1, 2011 until December 31, 2020 when the Work Plan will be completed;
- C. Whereas, subrecipients of the State Grant (Local Project Sponsors) and ABAG will be responsible for implementing their respective component parts of the Work Plan (such component parts of the Work Plan are referred to generically as 'Local Projects');
- D. Whereas, State Coastal Conservancy is a subrecipient of the State Grant and is responsible for ensuring completion of the Mountain View Shoreline Portion of SBSPR Project (Project) as part of the Work Plan and for matching funds in the amount of Five Million, Eight Hundred Sixty-seven Thousand, Seven Hundred Sixty Dollars (\$5,867,760) required under the Grant Agreement.

NOW THEREFORE, based upon the foregoing recitals, ABAG and State Coastal Conservancy further agree as follows:

AGREEMENT

1.0 Applicable Documents. The following are attached:

1.1 Attachment 1 Project Description

1.2 Attachment 2 Insurance Requirements

WR Prop 84 – Local Project Sponsor Agreement – IRWM 4 – State Coastal Conservancy – OWP 102301

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

- 1.4 Exhibit A, 'Work Plan'
- 1.5 Exhibit B, 'Budget'
- 1.6 Exhibit C, 'Schedule'
- 1.7 Exhibit D, 'Standard Conditions'
- 1.8 Exhibit E, 'Authorizing Resolution'
- 1.9 Exhibit F, 'Local Project Sponsors'
- 1.10 Exhibit G, 'Report Formats and Requirements'
- 1.11 Exhibit H, 'Requirements for Statewide Monitoring and Data Submittal'
- 1.12 Exhibit I, 'State Audit Document Requirements & Funding Match Guidelines for Grantees'
- 1.13 Exhibit J, 'Monitoring and Maintenance Plan Components'

This Local Project Sponsor Agreement is comprised of this document (Base Document) and Attachments 1, 2, and 3 and is the complete and exclusive statement of understanding between ABAG and State Coastal Conservancy, and supersedes any and all previous understandings or agreements, whether written or oral, and all communications between the parties relating to the subject matter of this Local Project Sponsor Agreement.

- 2.0 Term of Agreement. This Local Project Sponsor Agreement shall commence as of August 15, 2016 (Effective Date) and continue until December 31, 2020, or until terminated by ABAG pursuant to the terms of this Local Project Sponsor Agreement, or until terminated by DWR pursuant to the terms of the Grant Agreement.
- 3.0 Project, Subaward and Matching Funds. Under the terms of the Grant Agreement, State Coastal Conservancy will implement the Project as more particularly described in Attachment 1. ABAG/SFEP will disburse up to Four Million, Eight Hundred Seven Thousand, Nine Hundred Ninety-eight Dollars (\$4,807,998) of the State Grant to State Coastal Conservancy in accordance with the Grant Agreement. State Coastal Conservancy will provide and document the matching funds referenced in Attachment 1 to this Local Project Sponsor Agreement in accordance with the Grant Agreement.
- 4.0 ABAG Obligations
 - 4.1 ABAG will undertake and complete the following Local Projects, including all administrative and management responsibilities relating solely to such Local Projects, in accordance with the Grant Agreement: Project 1 - Grant Administration (ABAG Project).
 - 4.2 ABAG shall disburse Grant funds as required or permitted by the Grant Agreement. Notwithstanding the foregoing, ABAG is not obligated to disburse any funds to State

- Coastal Conservancy and is not obligated to disburse any other funds until such are authorized and disbursed from DWR to ABAG.
- 4.3 ABAG will promptly notify State Coastal Conservancy of any notices given or actions taken by DWR if such notices or actions are likely to affect State Coastal Conservancy's performance, duties, obligations or funding under this Local Project Sponsor Agreement, including but not limited to notices from DWR regarding State Coastal Conservancy's invoices under section 12.c.5 of the Grant Agreement or alleged default by State Coastal Conservancy under section 14 of the Grant Agreement. ABAG shall consult with the Local Project Sponsor Committee as defined below in carrying out ABAG's responsibilities.
- 4.4 Commencing with DWR's award of the State Grant on October 29, 2015 and continuing until December 31, 2020 when the lengthiest projects covered by the Grant Agreement are expected to wind down and Grant closeout activities are expected to be completed, ABAG will undertake and complete all administrative and management responsibilities under the Grant Agreement that are not related solely to Local Projects. ABAG has incurred, and will continue to incur, numerous costs for administrative and management responsibilities under the Grant Agreement that are not related solely to Local Projects (the "Grant Administrative Costs"). The Grant allocates One Million, Twenty-two Thousand, Three Hundred Thirty-five Dollars (\$1,022,335) for Grant Administrative Costs.
- 4.5 ABAG will cause to be formed a Local Project Sponsors (LPS) Committee comprised of one representative from each Local Project Sponsor, including ABAG. The LPS Committee will provide input to ABAG in carrying out its responsibilities under sections 4.3 and 4.4. Further, the LPS Committee will allocate among the Local Project Sponsors, any Grant Administrative Costs that exceed the amount allocated for same by the Grant Agreement. The LPS Committee will assess the potential for exceedances upon the completion of each Local Project. ABAG will convene the LPS Committee on an as-needed basis, and provide staff support. ABAG will provide the LPS Committee with available information in a timely manner to enable the LPS Committee to undertake the functions described in this section. The LPS Committee will provide input and make decisions based on consensus but if it cannot reach consensus, such input and decisions will be provided and made based on a majority vote of the quorum present at the meeting.
- 4.6 The obligations of ABAG under section 6.2 shall survive the termination of this Local Project Sponsor Agreement.
- 5.0 State Coastal Conservancy Obligations
- 5.1 State Coastal Conservancy is, and at all times will continue to be, in full compliance with the terms and conditions of the Grant Agreement that are applicable to it as a subrecipient of the State Grant. State Coastal Conservancy understands and agrees that for purposes of the foregoing, any requirements and responsibilities imposed upon ABAG as Grantee under the Grant Agreement are hereby passed-through to, and adopted by State Coastal Conservancy, as obligations of State Coastal Conservancy, excepting only

WR Prop 84 – Local Project Sponsor Agreement – IRWM 4 – State Coastal Conservancy – OWP 102301

ABAG's obligations as defined in subsections 4.1 – 4.3 of this Local Project Sponsor Agreement. Further, State Coastal Conservancy acknowledges and agrees to comply with any requirements directly imposed on State Coastal Conservancy as a Local Project Sponsor under the Grant Agreement.

- 5.2 State Coastal Conservancy agrees to fund the difference between the Total Project Cost and Grant Amount specified in Attachment 1 of this Local Project Sponsor Agreement. Cost share consists of Funding Match and Additional Cost Share as documented in Attachment 1. State Coastal Conservancy is required to maintain all financial records associated with the total project cost for inclusion in the final project report.
- 5.3 Pursuant to DWR requirements, State Coastal Conservancy may invoice ABAG for grant share reimbursement incurred after the grant award date of January 17, 2014 in their first invoice. Subsequent invoices must bill for costs incurred during the quarter in which they were incurred by State Coastal Conservancy. Match costs can include project related costs incurred after January 1, 2011. Required match costs related to a specific task must be documented to the same level of detail as costs for a grant invoice. Required match costs must be approved by DWR prior to State Coastal Conservancy invoicing the grant for payment for that specific task. Additional cost share will be documented by State Coastal Conservancy in the Final Project Report.
- 5.4 State Coastal Conservancy hereby assumes responsibility for submitting Post-Performance Reports as required under section 19 of the Grant Agreement. Reports will be sent to ABAG for submittal to DWR within sixty (60) calendar days after the first year of project operation/completion and annually for a total of ten (10) years following project completion.
- 5.5 State Coastal Conservancy hereby assumes responsibility for the following as required under section 20 of the Grant Agreement: (a) operating and maintaining facilities and structures, (b) all costs for the operation and maintenance of the facilities and structures, and (c) performing as required under (a) and (b) for the period required.
- 5.6 The obligations of State Coastal Conservancy under sections 5.3, 5.4 and 6.1 shall survive the termination of this Local Project Sponsor Agreement.
- 5.7 State Coastal Conservancy shall not cause ABAG to be in violation of the Grant Agreement, whether by act or omission.
- 5.8 State Coastal Conservancy shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, now existing and as such may change from time-to-time. Any such laws, rules, regulations, ordinances, and directives required thereby to be included in this Local Project Sponsor Agreement are incorporated herein by reference.
- 5.9 State Coastal Conservancy shall procure and submit proof of insurance coverage in compliance with the requirements of Attachment 2 or as approved in writing by ABAG.

- 5.10 State Coastal Conservancy will appoint a representative to the LPS Committee who will participate in the proceedings of the LPS Committee. State Coastal Conservancy acknowledges and affirms the responsibilities of the LPS Committee and agrees to be bound by the decisions of the LPS Committee.
- 5.11 If, pursuant to section 4.5, the LPS Committee determines that there are exceedances in the Grant Administrative Costs, State Coastal Conservancy will not be obligated to pay more than Two Thousand Eight Hundred Twelve Dollars and Fifty Cents (\$2812.50) as its allocated share of exceedances in Grant Administrative Costs.
- 5.12 State Coastal Conservancy further acknowledges and affirms that every other Local Project Sponsor is a third party beneficiary of this Local Project Sponsor Agreement and State Coastal Conservancy is a third party beneficiary of every other Local Project Sponsor Agreement.
- 6.0 Indemnification
- 6.1 State Coastal Conservancy shall indemnify, defend, and hold harmless the other Local Project Sponsors and ABAG and their respective members, elected and appointed officers, employees, and agents from and against any and all liability resulting from State Coastal Conservancy's act(s) and/or omission(s) arising from and/or relating to the Project, and as such would be imposed in the absence of Government Code section 895.2.
- 6.2 ABAG shall indemnify, defend, and hold harmless State Coastal Conservancy and its elected and appointed officers, employees, and agents from and against any and all liability resulting from ABAG's act(s) and/or omission(s) arising from and/or relating to the ABAG Projects, and as such would be imposed in the absence of Government Code section 895.2.
- 6.3 Without limiting the scope of subsections 6.1 or 6.2, such liability includes but is not limited to the following: any funding disallowance; audits; demands; claims; actions; liabilities; damages; fines; fees, costs, and expenses, including attorney, auditor, and/or expert witness fees.
- 7.0 Termination
- 7.1 Upon termination of the Grant Agreement, this Local Project Sponsor Agreement shall terminate effective the same date as the Grant Agreement and in accordance with the terms and conditions for the termination of the Grant Agreement.
- 7.2 ABAG may terminate this Local Project Sponsor Agreement upon the occurrence of all of the following: (a) receipt prior written notice from DWR of a default under section 14 of the Grant Agreement caused in whole or in part by State Coastal Conservancy that provides at least ten (10) days to cure said default, (b) ABAG's prompt transmittal of said notice to State Coastal Conservancy, (c) State Coastal Conservancy's failure to cure the default within the time prescribed by DWR and (d) DWR takes any of the actions described in subsections 14.i – iv of the Grant Agreement. Upon termination of this Local

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Project Sponsor Agreement: (1) the rights and duties of the parties with respect to the Work Plan, any portion of the Subaward Amount and any asset acquired with proceeds of the Subaward Amount shall be determined in accordance with the provisions of the Grant Agreement and this Local Project Sponsor Agreement and (2) State Coastal Conservancy shall pay all costs incurred by the State in enforcing section 14 of the Grant Agreement including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

7.3 State Coastal Conservancy may request termination of this Local Project Sponsor Agreement by submitting to ABAG a written notice stating the reasons for termination and all progress reports summarizing accomplishments to the date of the notice. Upon receipt of the notice, ABAG shall promptly transmit the notice to DWR and request amendment of the Grant Agreement pursuant to section D.4 of Exhibit D to the Grant Agreement to conform the Grant Agreement to State Coastal Conservancy's written notice. ABAG shall promptly notify State Coastal Conservancy of any communication(s) or response(s) from DWR. State Coastal Conservancy and ABAG will coordinate on any additional actions requested by DWR to effect the requested termination of this Local Project Sponsor Agreement.

8.0 Notices and Administrative Contacts

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

8.2 All notices or notifications to ABAG shall be sent to:

Rebecca Darr
San Francisco Estuary Partnership
1515 Clay Street, Suite 1400
Oakland, California 94612
(510)622-2315
Email: rebecca.darr@sfestuary.org

8.3 All notices or notifications to State Coastal Conservancy shall be sent to:

Brenda Buxton
State Coastal Conservancy
1515 Clay Street, Suite 10000
Oakland, California 94612
Email: Brenda.buxton@scc.ca.gov

9.0 Amendments and Changes. This Local Project Sponsor Agreement may be changed only by a written amendment duly signed by ABAG and State Coastal Conservancy, provided that any changes to sections 4.4, 4.5 or 5.6 also require written concurrence by the LPS Committee.

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

END OF BASE DOCUMENT
SIGNATURE PAGE TO FOLLOW

**2015 Proposition 84 Integrated Regional Water Management Implementation Grant
- Department of Water Resources -
Local Project Sponsor Agreement**

AUTHORIZED SIGNATURES

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

State Coastal Conservancy



Samuel Schuchat
Executive Officer

Date 11/14/16

Approved as to Form:

(Insert Name & Title of Signatory)

Date _____


ASSOCIATION OF BAY AREA
GOVERNMENTS

for 

Ezra Rapport, Executive Director

Date 12/5/16

Approved as to Form:



Kenneth K. Moy
Legal Counsel, ABAG

Date 12/2/16

ATTACHMENT 1: PROJECT DESCRIPTION

WORK PLAN

PROJECT 7: Mountain View Shoreline Portion of SBSPR Project

IMPLEMENTING AGENCY: State Coastal Conservancy

PROJECT DESCRIPTION: This project in Mountain View includes approximately 710 acres of tidal marsh and upland habitat restoration and critical flood risk management infrastructure for residences and businesses.

Budget Category (a): Direct Project Administration

Task 1 Project Management

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

Deliverables:

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

Task 2 Labor Compliance Program

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

Deliverables:

- Proof of labor compliance upon request

Task 3 Reporting

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

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

Deliverables:

- Project Progress Reports
- Draft and Final Project Completion Report

Budget Category (b): Land Purchase/Easement

Task 4 Land Purchase/Easement

The lands were acquired in 2003 and are currently in public ownership (USFWS). Other lands needed for the project are owned by the City of Mountain View, a project partner that has agreed to provide access for construction.

Deliverables:

- Construction access agreement with the City of Mountain View

Budget Category (c): Planning/Design/Engineering and Environmental DocumentationTask 5 Feasibility Studies

Project feasibility was analyzed as part of the Preliminary Design Memo completed as part of the project development process in 2014.

Deliverables:

- Alviso-Mountain View Ponds Restoration Preliminary Design Memorandum

Task 6 CEQA Documentation

The Notice of Preparation (including tribal notification to the California Native Heritage Commission as required by PRC §75102) was completed in 2013. The Environmental Impact Study/Report (EIS/R) was released in July 2015. Notice of Completion and Notice of Determination will be filed with State Clearinghouse. Letter stating no legal challenges will be sent to ABAG/SFEP for submittal to DWR.

Deliverables:

- Copy of Notice of Preparation or Exemption
- Copy of Final EIS/R
- Copy of Notice of Completion and Notice of Determination
- No Legal Challenges letter
- Tribal notification per PRC §75102

Task 7 Permitting

It is anticipated that the following federal, state, and local permits and approvals will need to be acquired:

- San Francisco Bay Conservation and Development Commission (BCDC) Permit
- Clean Water Act Section 404 Permit
- Clean Water Act Section 401 Water Quality Certification
- CA Fish and Game Code Section 1602 Streambed Alteration Agreement
- CA Endangered Species Act Section 2081(b) for incidental take of state listed species
- ESA Section 7 consultation with USFWS
- ESA Section 7, MMPA, and EFH consultation with NOAA-NMFS

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

Deliverables:

- Copy of all required permits

Task 8 Design

Complete preliminary design including the geotechnical investigations and design documents. Design documents will be produced in increments leading to the 100% (final) design, plans and specifications suitable for bid documents.

Deliverables:

- Geotechnical Report
- Project Cost Estimate
- 100% Design Documents including plans and specifications

Task 9 Project Monitoring Plan

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

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 10 Construction Contracting**

Activities necessary to secure a contractor and award the contract include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid documents
- Award of contract
- Notice to proceed

Task 11 Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. Construction observer duties include addressing questions of contractors on site, reviewing/updating project schedule, inspection of work, and notifying contractor if work is not acceptable.

Deliverables:

- Final Project Report

Task 12 Construction/Implementation Activities

Project construction would adhere to construction standards and health and safety standards as determined by the USFWS.

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

Mobilization and Site Preparation: Contractor will mobilize to the site and carry out site preparation, including selection of a staging area, de-water area, and prepare site in accordance with project permits. Contractor will mobilize construction equipment and materials.

Project Construction:

- **Flood and Infrastructure Protection Imprv:** To protect PG&E towers and maintain PG&E access, the Bay Front levee in Pond A2W would be raised and improved. Two railroad car bridges will be constructed over breaches in A2W to maintain PG&E access and to provide a public access trail. To protect against tidal flooding, approximately 8,000 feet (or 1.5 miles) of the levee on the west side of Charleston Slough and to the south end of Pond A1 will be raised above the tidal flood elevations (this includes the Coast Casey levee and portions of the Palo Alto Flood Basin levee). Finally, the Shoreline Lake pump infrastructure will be raised out of future marsh plain.
- **Habitat Transition Zone:** Broad upland transition will be constructed by placing up to 170,000 cubic yards of material along the southern edge of A1 and A2W. This 30:1 slope will reduce the impacts from wave run-up, expedite restoration of tidal marsh, create elevation heterogeneity for high tide refuge, and allow areas for future inland marsh transgression in the face of sea level rise. As called for in the Tidal Marsh Recovery Plan and the forthcoming 2014/15 Baylands Ecosystem Goals Update, these transition zones are a critical feature for special status species and would replace historic habitat that is now largely absent in the south Bay.
- **Levee Lowering and Breaching:** To allow natural processes to create tidal wetlands, the project seeks to improve the hydrological connection between pond waters and the Bay. The west levee of Pond A1 will be raised to a minimum crest elevation of 10 feet NAVD88 and compacted to maintain or improve the level of flood protection provided by the existing Pond A1 northern levee. In addition up to 8 breaches will be constructed through existing levees at the location of historic slough channels. Breaches will evolve naturally with tidal flows and will not be armored except where the railroad car bridges have been placed over breaches. Placement of material dredged from breaches and pilot channel excavation will be used to block borrow ditches to facilitate the development of a tidal channel network.
- **Public Access and Interpretation:** To provide the public with the opportunity to enjoy a restoring marsh, approximately 1.5 miles of new trail will be constructed on existing levees on the eastern and northern side of Pond A2W. One viewing platform would be constructed in Pond A1 to provide an overlook into the evolving marsh and another would be constructed in Pond A2W to provide a view of the open waters of the Bay as well as the project site. Interpretive signs will be installed on the platforms as well as at other key locations. One of the interpretive themes will be the role tidal wetlands play in sequestering carbon.

Demobilization: USFWS will perform construction management and oversight services to will ensure that the project is constructed to design specifications, and will oversee contractor demobilization from the site.

Deliverables:

- Engineers Certification
- Final As-built drawings
- Inspection reports

BUDGET

Project 7: Mountain View Shoreline Portion of SBSPR Project

Budget Category		Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$126,680	-	-	\$126,680
(b)	Land Purchase/ Easements	-	-	-	-
(c)	Planning/ Design/ Engineering/ Environmental Documentation	-	\$190,500	\$148,600	\$339,100
(d)	Construction/ Implementation	\$4,681,318	\$5,677,260	\$5,664,337	\$16,022,915
TOTAL		\$4,807,998	\$5,867,760	\$5,812,937	\$16,488,695

SCHEDULE

Project 7: Mountain View Shoreline Portion of SBSPR Project			
Category		Start Date	End Date
Task (a)	Direct Project Administration	July-16	September-18
Task 1	Project Management	July-16	September-18
Task 2	Labor Compliance	July-16	July-18
Task 3	Reporting	July-16	September-18
Task (b)	Land Purchase/Easement	January-03	June-03
Task 4	Land Purchase/Easement	January-03	June-03
Task (c)	Planning/Design/Engineering and Environmental Documentation	June-13	August-16
Task 5	Feasibility Studies	January-14	December-14
Task 6	CEQA Documentation	June-13	June-16
Task 7	Permitting	November-15	November-16
Task 8	Design	January-15	April-17
Task 9	Project Monitoring Plan	July-16	August-16
Task (d)	Construction/Implementation	January-17	December-19
Task 10	Construction Contracting	January-17	May-17
Task 11	Construction Administration	January-17	December-19
Task 12	Construction/Implementation Activities	June-17	December-19

ATTACHMENT 2: INSURANCE REQUIREMENTS

Insurance Requirements. Local Project Sponsor shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Local Project Sponsor, its agents, representatives, or employees.

- a) Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - i) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
 - ii) Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
 - iii) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - iv) Errors and Omissions Liability insurance appropriate to the Local Project Sponsor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

- b) Minimum Limits of Insurance. Local Project Sponsor shall maintain limits no less than:
 - i) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - ii) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - iii) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
 - iv) Errors and Omissions Liability: \$1,000,000 per occurrence.

- c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by ABAG. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects ABAG, its officers, officials, employees and volunteers; or the Local Project Sponsor shall pay said deductible or self-insured retention. (Including operations, products and completed operations, as applicable.).

- d) Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - i) ABAG, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Local Project Sponsor; or automobiles owned, leased, hired or borrowed by the Local Project Sponsor.
 - ii) For any claims related to this project, the Local Project Sponsor's insurance coverage shall be primary insurance as respects ABAG, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by ABAG, its officers, officials,

- employees or volunteers shall be excess of the Local Project Sponsor's insurance and shall not contribute with it.
- iii) Except for General Liability and Automobile Liability, each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to ABAG. For General Liability and Automobile Liability, Local Project Sponsor shall provide ABAG with thirty (30) day's prior notice of cancellation by either the insurer or the Local Project Sponsor.
 - iv) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to ABAG.
- f) Verification of Coverage. Local Project Sponsor shall furnish, with return of signed Local Project Sponsor Agreement, ABAG with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by ABAG before work commences. ABAG reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Self Insurance Option. If a Local Project Sponsor is a public entity self-insures for bodily injury, personal injury and property damage liability, the Local Project Sponsor shall submit written evidence of such self-insurance for approval by ABAG in lieu of complying with Insurance Requirements above. Such written evidence may, but is not required to, consist of a letter authorized by its chief administrative/executive officer, chief financial officer, risk manager or equivalent, stating that the Local Project Sponsor is self insured and that the Local Project Sponsor, has or will have, sufficient resources to effect the coverage required by the Insurance Requirements.

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**First AMENDMENT TO
LOCAL PROJECT SPONSOR AGREEMENT**

between

ABAG/SFEP and City of East Palo Alto

2015 Proposition 84 Integrated Regional Water Management Implementation Grant

- Department of Water Resources -

- Agreement Number 4600011486 -

This Local Project Sponsor Agreement made and entered into as of November 2, 2016 (Agreement) between the Association of Bay Area Governments (ABAG), a joint powers agency acting on behalf of the San Francisco Estuary Partnership, a program of ABAG, and the City of East Palo Alto (Local Project Sponsor), is hereby amended as follows:

- A. Under Section 3.0, the Subaward is increased by One Million, Fifty-Two Thousand Dollars (\$1,052,000) in accordance with Grant Agreement Number 4600011486, Amendment. The revised maximum amount to be funded by the Department of Water Resources and disbursed through ABAG to the City of East Palo Alto shall be Two Million, Five Hundred Fifty-Eight Thousand, Fifty Dollars (\$2,558,050).

IN WITNESS WHEREOF, Subrecipient has duly executed this Amendment, or caused it to be duly executed, and ABAG has duly executed this Amendment, or caused it to be duly executed.

City of East Palo Alto

Carlos Martinez, City Manager

Date: _____

Approved as to form:

Rafael E. Alvarado Jr., City Attorney

Date: _____

Association of Bay Area Governments

Steve Heminger, Executive Director, Acting pursuant to the
Contract for Services dated May 30, 2017

Date: _____

Approved as to form and content:

Adrienne C. Weil, MTC General Counsel

Date: _____

ATTACHMENT 1: PROJECT DESCRIPTION – REVISED

WORK PLAN

PROJECT 4: East Palo Alto Groundwater Supply Project

IMPLEMENTING AGENCY: City of East Palo Alto

PROJECT DESCRIPTION: This project includes the development and use of groundwater as a new source of approximately 1,200 acre feet per year of water supply for the City of East Palo Alto and its DAC by installing the Gloria Way Well treatment system and designing the Pad D Well and Treatment System. The Gloria Way Well's treatment system will be improved so that the well can provide a sustained yield of up to 300 gallons per minute (gpm). A design for the Pad D site will be developed so that with future funding, a well can be developed with yields on the order of 350 to 500 gpm.

Budget Category (a): Direct Project Administration

Task 1 Project Management

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

Deliverables:

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

Task 2 Labor Compliance Program

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

Deliverables:

- ┆ Proof of labor compliance upon request

Task 3 Reporting

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

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

Deliverables:

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

Budget Category (b): Land Purchase/Easement

Task 4 Land Purchase/Easement

Not applicable.

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

Task 5 Feasibility Studies

Project Feasibility Studies that were completed as part of the project development process include: the Gloria Way Water Well Production Alternatives Analysis and East Palo Alto Water Security Feasibility Study and the Report on Drilling, Construction, and Testing of the Pad D Test Well.

Deliverables:

- ┆ A copy of each study referenced above upon request

Task 6 CEQA Documentation

Prepare and circulate a Notice of Preparation (including tribal notification to the California Native Heritage Commission as required by PRC §75102). Prepare draft Joint Initial Study and Environmental Assessment documents and release document for public review. File Notice of Completion and Notice of Determination with State Clearinghouse. Prepare letter stating no legal challenges (or addressing legal challenges). The Gloria Way Well IS/EA was completed and approved by the City.

Deliverables:

- ┆ Copy of Notice of Preparation or Exemption
- ┆ Copy of Draft and Final IS/EA
- ┆ Copy of Notice of Completion and Notice of Determination
- ┆ No Legal Challenges letter
- ┆ Tribal Notification per PRC §75102

Task 7 Permitting

It is anticipated that the following state and local permits and approvals will need to be acquired:

Gloria Way Well and Treatment System:

- State Water Resources Control Board Permits to Operate Wells and Treatment Systems
- Palo Alto Regional Water Quality Control plant permits to discharge system wastewater

Pad D Well and Treatment System:

- San Mateo County permit to install the Pad D Well
- State Water Resources Control Board Permits to Operate Wells and Treatment Systems
- Palo Alto Regional Water Quality Control plant permits to discharge system wastewater

Additional permits may be obtained as required.

Construction of the Pad D Well and Treatment System is not included in this grant agreement, however permitting of the Pad D Well and Treatment System is included in this grant agreement. Permits for the well operation and treatment system are not issued until after the well is constructed and will be obtained at that time.

Deliverables:

- ┆ Relevant permits as defined above
- ┆ Additional permits may be obtained as required

Complete preliminary design for the Gloria Way Well Treatment System, the Pad D Well, and the Pad D Well Treatment system which includes the following supporting work: geotechnical investigation and topographic survey. The preliminary design will provide the overall project concept for use in development of final design, plans and specifications including: preliminary design calculations, preliminary design details, and 100% (Final) design, plans, and specifications.

Deliverables:

- ┆ Geotechnical Report
- ┆ Topographic Survey
- ┆ Preliminary Design
- ┆ Updated Project Cost Estimate
- ┆ 30% Design Documents
- ┆ 65% Design Documents
- ┆ 100% Design Plans and Specifications
- ┆ Final Design Documents, including plans and specifications

Task 9 Project Monitoring Plan

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

Deliverables:

- ┆ Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 10 Construction Contracting

Activities necessary to secure a contractor and award the contract include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed. This task only applies to the Gloria Way Well treatment system.

Deliverables:

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

Task 11 Construction Administration

Review contractor submittals, answer requests for information, and issue work directives. A full time engineering construction observer will be on site for the duration of the project. Construction observer duties include: documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. This task only applies to the Gloria Way Well treatment system.

└ Notice of Completion

Task 12 Construction/Implementation Activities

Project construction would adhere to construction standards, health and safety standards, laboratory analysis protocols, and acceptable standard methods.

Construction activities at the Gloria Way Well Treatment System would be implemented as outlined below.

- Mobilization: Set up construction staging area and site security, install temporary construction field offices, place temporary sanitary facilities.
- Site preparation will include implementing best management practices (BMPs), clear and grub the site, designate stockpile and material storage areas, and set up traffic control.
- Construct treatment system.
- Performance testing and demobilization.

Construction and construction administration of the Pad D Well and the Pad D treatment system is not included in this grant agreement.

Deliverables:

- └ Photographic documentation
- └ Engineer's Certification
- └ Final As-built drawings
- └ Inspection Reports
- └ Treatment System Startup Report

BUDGET

Project 4: East Palo Alto Groundwater Supply Project

Budget Category		Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	-	-	-	-
(b)	Land Purchase/ Easements	-	-	-	-
(c)	Planning/ Design/ Engineering/ Environmental Documentation	\$705,000	-	\$953,574	\$1,658,574
(d)	Construction/ Implementation	\$801,050	-	\$1,320,450	\$2,121,500
TOTAL		\$1,506,050	-	\$2,274,024	\$3,780,074

SCHEDULE

Project 4: City of East Palo Alto			
Category		Start Date	End Date
Task (a)	Direct Project Administration	January-16	March-18
Task 1	Project Management	January-16	March-18
Task 2	Labor Compliance	January-16	January-18
Task 3	Reporting	January-16	March-18
Task (b)	Land Purchase/Easement	n/a	n/a
Task 4	Not Applicable	n/a	n/a
Task (c)	Planning/Design/Engineering and Environmental Documentation	February-15	December-17
Task 5	Feasibility Studies	February-13	November-13
Task 6	CEQA Documentation	January-13	March-17
Task 7	Permitting	February-15	June-18
Task 8	Design	December-14	January-17
Task 9	Project Monitoring Plan	April-17	August-17
Task (d)	Construction/Implementation	August-16	August 2017
Task 10	Construction Contracting	August-16	October-16
Task 11	Construction Administration	October-16	August-17
Task 12	Construction/Implementation Activities	October-16	August-17

LOCAL PROJECT SPONSOR AGREEMENT
between
ABAG/SFEP and San Francisquito Creek Joint Powers Authority
2015 Proposition 84 Integrated Regional Water Management Implementation Grant
- Department of Water Resources -
- Agreement Number 4600011486 -

Through this Local Project Sponsor Agreement by and between the Association of Bay Area Governments (ABAG), a joint powers authority existing under the laws of the State of California acting on behalf of the San Francisco Estuary Partnership (SFEP), a project sponsored by ABAG and San Francisquito Creek Joint Powers Authority (SFCJPA), the parties hereby agree as follows:

RECITALS

- A. Whereas, ABAG applied for a 2015 Proposition 84 Integrated Regional Water Management (IRWM) Program Grant from the State of California, Department of Water Resources (DWR) to help fund nine (9) local, subregional and regional projects located within the San Francisco Bay Area IRWM region (Work Plan);
- B. Whereas, on August 15, 2016 DWR and ABAG entered into Agreement No. 4600011486 (Grant Agreement) awarding to ABAG a grant for Twenty-one Million, Four Hundred Sixty-nine Thousand, Twenty-five Dollars (\$21,469,025) in State funding (State Grant) requiring an estimated Seventy-six Million, Three Hundred Ninety-five Thousand, Seven Hundred Nine Dollars (\$76,395,709) in matching funds to be expended over the grant period which extends from January 1, 2011 until December 31, 2020 when the Work Plan will be completed;
- C. Whereas, subrecipients of the State Grant (Local Project Sponsors) and ABAG will be responsible for implementing their respective component parts of the Work Plan (such component parts of the Work Plan are referred to generically as 'Local Projects');
- D. Whereas, SFCJPA is a subrecipient of the State Grant and is responsible for ensuring completion of the San Francisquito Creek Flood Damage Reduction and Ecosystem Restoration Capital Improvement Project, Phase 2 (Project) as part of the Work Plan and for matching funds in the amount of Twelve Million, Seven Hundred Forty-seven Thousand, Nine Hundred Forty-nine Dollars (\$12,747,949) required under the Grant Agreement.

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

AGREEMENT

1.0 Applicable Documents. The following are attached:

1.1 Attachment 1 Project Description

1.2 Attachment 2 Insurance Requirements

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

- 1.4 Exhibit A, 'Work Plan'
- 1.5 Exhibit B, 'Budget'
- 1.6 Exhibit C, 'Schedule'
- 1.7 Exhibit D, 'Standard Conditions'
- 1.8 Exhibit E, 'Authorizing Resolution'
- 1.9 Exhibit F, 'Local Project Sponsors'
- 1.10 Exhibit G, 'Report Formats and Requirements'
- 1.11 Exhibit H, 'Requirements for Statewide Monitoring and Data Submittal'
- 1.12 Exhibit I, 'State Audit Document Requirements & Funding Match Guidelines for Grantees'
- 1.13 Exhibit J, 'Monitoring and Maintenance Plan Components'

This Local Project Sponsor Agreement is comprised of this document (Base Document) and Attachments 1, 2, and 3 and is the complete and exclusive statement of understanding between ABAG and SFCJPA, and supersedes any and all previous understandings or agreements, whether written or oral, and all communications between the parties relating to the subject matter of this Local Project Sponsor Agreement.

- 2.0 Term of Agreement. This Local Project Sponsor Agreement shall commence as of August 15, 2016 (Effective Date) and continue until December 31, 2020, or until terminated by ABAG pursuant to the terms of this Local Project Sponsor Agreement, or until terminated by DWR pursuant to the terms of the Grant Agreement.
- 3.0 Project, Subaward and Matching Funds. Under the terms of the Grant Agreement, SFCJPA will implement the Project as more particularly described in Attachment 1. ABAG/SFEP will disburse up to Four Million, Eighty-Two Thousand, Three Hundred Fifty-one Dollars (\$4,082,351) of the State Grant to SFCJPA in accordance with the Grant Agreement. SFCJPA will provide and document the matching funds referenced in Attachment 1 to this Local Project Sponsor Agreement in accordance with the Grant Agreement.
- 4.0 ABAG Obligations
 - 4.1 ABAG will undertake and complete the following Local Projects, including all administrative and management responsibilities relating solely to such Local Projects, in accordance with the Grant Agreement: Project 1 - Grant Administration (ABAG Project).
 - 4.2 ABAG shall disburse Grant funds as required or permitted by the Grant Agreement. Notwithstanding the foregoing, ABAG is not obligated to disburse any funds to SFCJPA and is not obligated to disburse any other funds until such are authorized and disbursed from DWR to ABAG.
 - 4.3 ABAG will promptly notify SFCJPA of any notices given or actions taken by DWR if such notices or actions are likely to affect SFCJPA's performance, duties, obligations or funding

under this Local Project Sponsor Agreement, including but not limited to notices from DWR regarding SFCJPA's invoices under section 12.c.5 of the Grant Agreement or alleged default by SFCJPA under section 14 of the Grant Agreement. ABAG shall consult with the Local Project Sponsor Committee as defined below in carrying out ABAG's responsibilities.

- 4.4 Commencing with DWR's award of the State Grant on October 29, 2015 and continuing until December 31, 2020 when the lengthiest projects covered by the Grant Agreement are expected to wind down and Grant closeout activities are expected to be completed, ABAG will undertake and complete all administrative and management responsibilities under the Grant Agreement that are not related solely to Local Projects. ABAG has incurred, and will continue to incur, numerous costs for administrative and management responsibilities under the Grant Agreement that are not related solely to Local Projects (the "Grant Administrative Costs"). The Grant allocates One Million, Twenty-two Thousand, Three Hundred Thirty-five Dollars (\$1,022,335) for Grant Administrative Costs.
- 4.5 ABAG will cause to be formed a Local Project Sponsors (LPS) Committee comprised of one representative from each Local Project Sponsor, including ABAG. The LPS Committee will provide input to ABAG in carrying out its responsibilities under sections 4.3 and 4.4. Further, the LPS Committee will allocate among the Local Project Sponsors, any Grant Administrative Costs that exceed the amount allocated for same by the Grant Agreement. The LPS Committee will assess the potential for exceedances upon the completion of each Local Project. ABAG will convene the LPS Committee on an as-needed basis, and provide staff support. ABAG will provide the LPS Committee with available information in a timely manner to enable the LPS Committee to undertake the functions described in this section. The LPS Committee will provide input and make decisions based on consensus but if it cannot reach consensus, such input and decisions will be provided and made based on a majority vote of the quorum present at the meeting.
- 4.6 The obligations of ABAG under section 6.2 shall survive the termination of this Local Project Sponsor Agreement.
- 5.0 SFCJPA Obligations
- 5.1 SFCJPA is, and at all times will continue to be, in full compliance with the terms and conditions of the Grant Agreement that are applicable to it as a subrecipient of the State Grant. SFCJPA understands and agrees that for purposes of the foregoing, any requirements and responsibilities imposed upon ABAG as Grantee under the Grant Agreement are hereby passed-through to, and adopted by SFCJPA, as obligations of SFCJPA, excepting only ABAG's obligations as defined in subsections 4.1 – 4.3 of this Local Project Sponsor Agreement. Further, SFCJPA acknowledges and agrees to comply with any requirements directly imposed on SFCJPA as a Local Project Sponsor under the Grant Agreement.
- 5.2 SFCJPA agrees to fund the difference between the Total Project Cost and Grant Amount specified in Attachment 1 of this Local Project Sponsor Agreement. Cost share consists of Funding Match and Additional Cost Share as documented in Attachment 1. SFCJPA is required to maintain all financial records associated with the total project cost for inclusion in the final project report.

- 5.3 Pursuant to DWR requirements, SFCJPA may invoice ABAG for grant share reimbursement incurred after the grant award date of January 17, 2014 in their first invoice. Subsequent invoices must bill for costs incurred during the quarter in which they were incurred by SFCJPA. Match costs can include project related costs incurred after January 1, 2011. Required match costs related to a specific task must be documented to the same level of detail as costs for a grant invoice. Required match costs must be approved by DWR prior to SFCJPA invoicing the grant for payment for that specific task. Additional cost share will be documented by SFCJPA in the Final Project Report.
- 5.4 SFCJPA hereby assumes responsibility for submitting Post-Performance Reports as required under section 19 of the Grant Agreement. Reports will be sent to ABAG for submittal to DWR within sixty (60) calendar days after the first year of project operation/completion and annually for a total of ten (10) years following project completion.
- 5.5 SFCJPA hereby assumes responsibility for the following as required under section 20 of the Grant Agreement: (a) operating and maintaining facilities and structures, (b) all costs for the operation and maintenance of the facilities and structures, and (c) performing as required under (a) and (b) for the period required.
- 5.6 The obligations of SFCJPA under sections 5.3, 5.4 and 6.1 shall survive the termination of this Local Project Sponsor Agreement.
- 5.7 SFCJPA shall not cause ABAG to be in violation of the Grant Agreement, whether by act or omission.
- 5.8 SFCJPA shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, now existing and as such may change from time-to-time. Any such laws, rules, regulations, ordinances, and directives required thereby to be included in this Local Project Sponsor Agreement are incorporated herein by reference.
- 5.9 SFCJPA shall procure and submit proof of insurance coverage in compliance with the requirements of Attachment 2 or as approved in writing by ABAG.
- 5.10 SFCJPA will appoint a representative to the LPS Committee who will participate in the proceedings of the LPS Committee. SFCJPA acknowledges and affirms the responsibilities of the LPS Committee and agrees to be bound by the decisions of the LPS Committee.
- 5.11 If, pursuant to section 4.5, the LPS Committee determines that there are exceedances in the Grant Administrative Costs, SFCJPA will not be obligated to pay more than Two Thousand Eight Hundred Twelve Dollars and Fifty Cents (\$2812.50) as its allocated share of exceedances in Grant Administrative Costs.
- 5.12 SFCJPA further acknowledges and affirms that every other Local Project Sponsor is a third party beneficiary of this Local Project Sponsor Agreement and SFCJPA is a third party beneficiary of every other Local Project Sponsor Agreement.
- 6.0 Indemnification

- 6.1 SFCJPA shall indemnify, defend, and hold harmless the other Local Project Sponsors and ABAG and their respective members, elected and appointed officers, employees, and agents from and against any and all liability resulting from SFCJPA's act(s) and/or omission(s) arising from and/or relating to the Project, and as such would be imposed in the absence of Government Code section 895.2.
- 6.2 ABAG shall indemnify, defend, and hold harmless SFCJPA and its elected and appointed officers, employees, and agents from and against any and all liability resulting from ABAG's act(s) and/or omission(s) arising from and/or relating to the ABAG Projects, and as such would be imposed in the absence of Government Code section 895.2.
- 6.3 Without limiting the scope of subsections 6.1 or 6.2, such liability includes but is not limited to the following: any funding disallowance; audits; demands; claims; actions; liabilities; damages; fines; fees, costs, and expenses, including attorney, auditor, and/or expert witness fees.
- 7.0 Termination
- 7.1 Upon termination of the Grant Agreement, this Local Project Sponsor Agreement shall terminate effective the same date as the Grant Agreement and in accordance with the terms and conditions for the termination of the Grant Agreement.
- 7.2 ABAG may terminate this Local Project Sponsor Agreement upon the occurrence of all of the following: (a) receipt prior written notice from DWR of a default under section 14 of the Grant Agreement caused in whole or in part by SFCJPA that provides at least ten (10) days to cure said default, (b) ABAG's prompt transmittal of said notice to SFCJPA, (c) SFCJPA's failure to cure the default within the time prescribed by DWR and (d) DWR takes any of the actions described in subsections 14.i – iv of the Grant Agreement. Upon termination of this Local Project Sponsor Agreement: (1) the rights and duties of the parties with respect to the Work Plan, any portion of the Subaward Amount and any asset acquired with proceeds of the Subaward Amount shall be determined in accordance with the provisions of the Grant Agreement and this Local Project Sponsor Agreement and (2) SFCJPA shall pay all costs incurred by the State in enforcing section 14 of the Grant Agreement including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.
- 7.3 SFCJPA may request termination of this Local Project Sponsor Agreement by submitting to ABAG a written notice stating the reasons for termination and all progress reports summarizing accomplishments to the date of the notice. Upon receipt of the notice, ABAG shall promptly transmit the notice to DWR and request amendment of the Grant Agreement pursuant to section D.4 of Exhibit D to the Grant Agreement to conform the Grant Agreement to SFCJPA's written notice. ABAG shall promptly notify SFCJPA of any communication(s) or response(s) from DWR. SFCJPA and ABAG will coordinate on any additional actions requested by DWR to effect the requested termination of this Local Project Sponsor Agreement.
- 8.0 Notices and Administrative Contacts
- 8.1 All notices or notifications under this Local Project Sponsor Agreement shall be in writing addressed to the persons set forth in this section.

8.2 All notices or notifications to ABAG shall be sent to:

Rebecca Darr
San Francisco Estuary Partnership
1515 Clay Street, Suite 1400
Oakland, California 94612
(510)622-2315
Email: rebecca.darr@sfestuary.org

8.3 All notices or notifications to SFCJPA shall be sent to:

Kevin Murray
SFCJPA
615 B Menlo Avenue
Menlo Park, CA 94205
Email: kmurray@sfcjpa.org

9.0 Amendments and Changes. This Local Project Sponsor Agreement may be changed only by a written amendment duly signed by ABAG and SFCJPA, provided that any changes to sections 4.4, 4.5 or 5.6 also require written concurrence by the LPS Committee.

10.0 Assignment and Delegation. SFCJPA shall not assign its rights or delegate its duties under this Local Project Sponsor Agreement. Any attempted assignment or delegation shall be null and void, and constitute a material breach of this Local Project Sponsor Agreement.

11.0 Governing Law and Venue. This Local Project Sponsor Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California. SFCJPA further agrees and consents that the venue of any action brought between SFCJPA and ABAG shall be exclusively in the County of Alameda.

12.0 Validity and Severability. If any provision of this Local Project Sponsor Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Local Project Sponsor Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

13.0 No Waiver. No waiver by either party of any event of breach and/or breach of any provision of this Local Project Sponsor Agreement shall constitute a waiver of any other event of breach and/or breach. Either party's non-enforcement at any time, or from time to time, of any provision of this Local Project Sponsor Agreement shall not be construed as a waiver thereof.

14.0 Priority of Documents. The provisions of the Grant Agreement shall prevail over provisions of this Local Project Sponsor Agreement.

END OF BASE DOCUMENT

2015 Proposition 84 Integrated Regional Water Management Implementation Grant

WR Prop 84 – Local Project Sponsor Agreement – IRWM 4 – State Coastal Conservancy – OWP 102300

**- Department of Water Resources -
Local Project Sponsor Agreement**

* * * * *

AUTHORIZED SIGNATURES

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

SFCJPA

Len Materman
Executive Officer

Date _____

Approved as to Form:

(Insert Name & Title of Signatory)

Date _____

ASSOCIATION OF BAY AREA
GOVERNMENTS

Steve Heminger , Executive Director, Acting Pursuant to the
Contract for Services dated May 30, 2017

Date _____

Approved as to Form and Content:

Adrienne C. Weil, MTC General Counsel

Date _____

ATTACHMENT 1: PROJECT DESCRIPTION**WORK PLAN****PROJECT 6: San Francisquito Creek Flood Protection and Ecosystem Restoration Project****IMPLEMENTING AGENCY: SFCJPA**

PROJECT DESCRIPTION: The project will increase the flow capacity of San Francisquito Creek from East Bayshore Road/Highway 101 to San Francisco Bay. The project will protect approximately 1,300 properties from creek flooding from a 100-year flood event, and will provide significant benefits during lesser storm events. The project will restore approximately 18 acres of tidal marsh.

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

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

Deliverables:

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

Task 2 Labor Compliance Program

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

Deliverables:

- Proof of labor compliance upon request

Task 3 Reporting

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

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

Deliverables:

- Project Progress Reports
- Draft and Final Project Completion Report

Budget Category (b): Land Purchase/Easement

Task 4 Land Purchase/Easement

Not applicable. All land purchase and easement agreements associated with the project have been developed and will be finalized under DWR's Proposition 1E Stormwater Flood Management Grant Agreement with San Francisco Creek Joint Powers Authority.

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

Task 5 Feasibility Studies

Project Feasibility Study: A Preliminary Alternatives Analysis was completed as part of the project development process.

Deliverables:

- 2009 Preliminary Alternatives Analysis

Task 6 CEQA Documentation

Prepare and circulate a Notice of Preparation (including tribal notification to the California Native Heritage Commission). Prepare draft Environmental Impact Reports (EIR) and release document for public review. File Notice of Determination with State Clearinghouse. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- Copy of Notice of Preparation
- Copy of Draft and Final EIR
- Copy of Notice of Determination
- No Legal Challenges letter

Task 7 Permitting

The SFCJPA has applied for and has secured (or is in the process of securing) the following federal, state, and local permits applicable to the project.

- U.S. Army Corps of Engineers (USACE) Section 404 Permit, including Section 7 Formal Consultations (100% complete)
- Regional Water Quality Control Board (RWQCB) Section 401 Water Quality Certification (100% complete)
- California Department of Fish and Wildlife (CDFW) Section 1602 Streambed Alteration Agreement (100% complete)
- Bay Conservation and Development Commission Permit (100% complete)

Deliverables:

- Copy of all required permits

Task 8 Design

The Draft 100% Plans, Specifications and Estimates (PSE) have been completed and are under review. Finalize the PSE package upon receipt of comments.

Deliverables:

- Final 100% PSE Task 9 Project Monitoring Plan

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

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 10 Construction Contracting

Activities necessary to secure a contractor and award the contract include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

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

Task 11 Construction Administration

Construction management duties include answering requests for information, and issuing work directives. A full time engineering construction inspector will be on site for the duration of the project. Construction inspector duties include: documenting pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable.

Deliverables:

- Final Project Report

Task 12 Construction/Implementation Activities

Project construction will adhere to construction standards, health and safety standards, laboratory analysis protocols, and acceptable standard methods including levee fill compaction, welding specifications, noise and vibration notifications and monitoring, and natural resource agency permit conditions.

Construction activities will be implemented as outlined below.

Mobilization: This task will consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; and for all other work and operations which must be performed before beginning work at the project site. The contractor will establish temporary facilities and areas, and install temporary fencing. The construction work area will be inspected to identify possible environmental constraints, terrain limitations and other interferences. The contractor will meet with local agencies and organizations, as required, to ensure site operations are conducted in a manner consistent with local requirements and contract documents. Contractor will prepare and submit required documents, work plans and schedules, including insurance coverage and a Storm Water Pollution Prevention Plan (SWPPP).

Site preparation: This task will consist of clearing vegetation and debris from the immediate work areas. Clearing and grubbing will consist of removing unwanted materials from the work area including trees, stumps, roots, brush, downed timber and rubbish (as applicable). Debris and cleared materials will be consolidated and stockpiled at a designated disposal area. Following clearing activities along the project site and work area, erosion, water, and pollution control measures will be installed. Layout surveying will be completed and construction alignments will be identified from established control points, benchmarks, and baselines indicated on the design drawings. The SWPPP will be implemented.

Construction Activities: The elements of project construction may include, but are not limited to the following:

- Relocate PG&E gas transmission line
- Degrade existing left bank levee
- Construct new left bank set back levee
- Construct left bank overflow terrace
- Degrade and reconstruct right bank levee
- Grade and fill right bank levee downstream of Friendship Bridge
- Construct O'Connor Street Pump Station tie-in
- Construct pedestrian boardwalk at Friendship Bridge
- Widen the channel and excavate deposited sediments to marsh plain elevation
- Install sheet pile floodwalls in upstream half of project reach
- Installation of restoration plantings

Performance Testing and Demobilization: All gates and valves will be tested during this phase to ensure proper working condition. Testing will be performed at design head to ensure there are no leaks or malfunctions in use. Mechanical operation will be verified prior to project close-out. Demobilization will include all activities for transportation of personnel, equipment, and supplies not required or included in the contract from the site, including disassembly, removal and site cleanup, of offices, buildings and other facilities assembled on the site specifically for the project.

Deliverables:

- Photographic documentation
- Engineers Certification
- Final As-built drawings
- Inspection Reports

BUDGET

Project 6: San Francisquito Creek Flood Protection and Ecosystem Restoration Project

Budget Category		Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$41,000	-	-	\$41,000
(b)	Land Purchase/ Easements	-	-	-	-
(c)	Planning/ Design/ Engineering/ Environmental Documentation	-	-	-	-
(d)	Construction/ Implementation	\$1,003,351	\$12,747,949	\$15,000,000	\$28,751,300
TOTAL		\$1,044,351	\$12,747,949	\$15,000,000	\$28,792,300

SCHEDULE

Project 6: San Francisquito Creek Flood Protection and Ecosystem Restoration Project			
Category		Start Date	End Date
Task (a)	Direct Project Administration	March-16	March-19
Task 1	Project Management	March-16	March-18
Task 2	Labor Compliance	March-16	December-17
Task 3	Reporting	March-16	March-19
Task (b)	Land Purchase/Easement	January-12	September-15
Task 4	Land Purchase/Easement	January-12	September-15
Task (c)	Planning/Design/Engineering and Environmental Documentation	February-09	February-16
Task 5	Feasibility Studies	February-09	July-09
Task 6	CEQA Documentation	June-11	July-13
Task 7	Permitting	January-14	February-16
Task 8	Design	January-13	July-15
Task 9	Project Monitoring Plan	January-16	February-16
Task (d)	Construction/Implementation	January-16	December-18
Task 10	Construction Contracting	January-16	May-16
Task 11	Construction Administration	March-16	December-18
Task 12	Construction/Implementation Activities	March-16	December-18

ATTACHMENT 2: INSURANCE REQUIREMENTS

Insurance Requirements. Local Project Sponsor shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Local Project Sponsor, its agents, representatives, or employees.

- a) Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - i) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
 - ii) Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
 - iii) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - iv) Errors and Omissions Liability insurance appropriate to the Local Project Sponsor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

- b) Minimum Limits of Insurance. Local Project Sponsor shall maintain limits no less than:
 - i) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - ii) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - iii) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
 - iv) Errors and Omissions Liability: \$1,000,000 per occurrence.

- c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by ABAG. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects ABAG, its officers, officials, employees and volunteers; or the Local Project Sponsor shall pay said deductible or self-insured retention. (Including operations, products and completed operations, as applicable.).

- d) Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - i) ABAG, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Local Project Sponsor; or automobiles owned, leased, hired or borrowed by the Local Project Sponsor.
 - ii) For any claims related to this project, the Local Project Sponsor's insurance coverage shall be primary insurance as respects ABAG, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by ABAG, its officers, officials,

- employees or volunteers shall be excess of the Local Project Sponsor's insurance and shall not contribute with it.
- iii) Except for General Liability and Automobile Liability, each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to ABAG. For General Liability and Automobile Liability, Local Project Sponsor shall provide ABAG with thirty (30) day's prior notice of cancellation by either the insurer or the Local Project Sponsor.
 - iv) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to ABAG.
- f) Verification of Coverage. Local Project Sponsor shall furnish, with return of signed Local Project Sponsor Agreement, ABAG with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by ABAG before work commences. ABAG reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Self Insurance Option. If a Local Project Sponsor is a public entity self-insures for bodily injury, personal injury and property damage liability, the Local Project Sponsor shall submit written evidence of such self-insurance for approval by ABAG in lieu of complying with Insurance Requirements above. Such written evidence may, but is not required to, consist of a letter authorized by its chief administrative/executive officer, chief financial officer, risk manager or equivalent, stating that the Local Project Sponsor is self insured and that the Local Project Sponsor, has or will have, sufficient resources to effect the coverage required by the Insurance Requirements.

LOCAL PROJECT SPONSOR AGREEMENT
between
ABAG/SFEP and State Coastal Conservancy
2015 Proposition 84 Integrated Regional Water Management Implementation Grant
- Department of Water Resources -
- Agreement Number 4600011486 -

Through this Local Project Sponsor Agreement by and between the Association of Bay Area Governments (ABAG), a joint powers authority existing under the laws of the State of California acting on behalf of the San Francisco Estuary Partnership (SFEP), a project sponsored by ABAG and State Coastal Conservancy, the parties hereby agree as follows:

RECITALS

- A. Whereas, ABAG applied for a 2015 Proposition 84 Integrated Regional Water Management (IRWM) Program Grant from the State of California, Department of Water Resources (DWR) to help fund nine (9) local, subregional and regional projects located within the San Francisco Bay Area IRWM region (Work Plan);
- B. Whereas, on August 15, 2016 DWR and ABAG entered into Agreement No. 4600011486 (Grant Agreement) awarding to ABAG a grant for Twenty-one Million, Four Hundred Sixty-nine Thousand, Twenty-five Dollars (\$21,469,025) in State funding (State Grant) requiring an estimated Seventy-six Million, Three Hundred Ninety-five Thousand, Seven Hundred Nine Dollars (\$76,395,709) in matching funds to be expended over the grant period which extends from January 1, 2011 until December 31, 2020 when the Work Plan will be completed;
- C. Whereas, subrecipients of the State Grant (Local Project Sponsors) and ABAG will be responsible for implementing their respective component parts of the Work Plan (such component parts of the Work Plan are referred to generically as 'Local Projects');
- D. Whereas, State Coastal Conservancy is a subrecipient of the State Grant and is responsible for ensuring completion of the Eden Landing Portion of SBSPR Project (Project) as part of the Work Plan and for matching funds in the amount of Two Million Dollars (\$2,000,000) required under the Grant Agreement.

NOW THEREFORE, based upon the foregoing recitals, ABAG and State Coastal Conservancy further agree as follows:

AGREEMENT

1.0 Applicable Documents. The following are attached:

1.1 Attachment 1 Project Description

1.2 Attachment 2 Insurance Requirements

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

- 1.4 Exhibit A, 'Work Plan'
- 1.5 Exhibit B, 'Budget'
- 1.6 Exhibit C, 'Schedule'
- 1.7 Exhibit D, 'Standard Conditions'
- 1.8 Exhibit E, 'Authorizing Resolution'
- 1.9 Exhibit F, 'Local Project Sponsors'
- 1.10 Exhibit G, 'Report Formats and Requirements'
- 1.11 Exhibit H, 'Requirements for Statewide Monitoring and Data Submittal'
- 1.12 Exhibit I, 'State Audit Document Requirements & Funding Match Guidelines for Grantees'
- 1.13 Exhibit J, 'Monitoring and Maintenance Plan Components'

This Local Project Sponsor Agreement is comprised of this document (Base Document) and Attachments 1, 2, and 3 and is the complete and exclusive statement of understanding between ABAG and State Coastal Conservancy, and supersedes any and all previous understandings or agreements, whether written or oral, and all communications between the parties relating to the subject matter of this Local Project Sponsor Agreement.

- 2.0 Term of Agreement. This Local Project Sponsor Agreement shall commence as of August 15, 2016 (Effective Date) and continue until December 31, 2020, or until terminated by ABAG pursuant to the terms of this Local Project Sponsor Agreement, or until terminated by DWR pursuant to the terms of the Grant Agreement.
- 3.0 Project, Subaward and Matching Funds. Under the terms of the Grant Agreement, State Coastal Conservancy will implement the Project as more particularly described in Attachment 1. ABAG/SFEP will disburse up to Three Million, Two Hundred Sixty-five Thousand, One Hundred Twenty-one Dollars (\$3,265,121) of the State Grant to State Coastal Conservancy in accordance with the Grant Agreement. State Coastal Conservancy will provide and document the matching funds referenced in Attachment 1 to this Local Project Sponsor Agreement in accordance with the Grant Agreement.
- 4.0 ABAG Obligations
 - 4.1 ABAG will undertake and complete the following Local Projects, including all administrative and management responsibilities relating solely to such Local Projects, in accordance with the Grant Agreement: Project 1 - Grant Administration (ABAG Project).
 - 4.2 ABAG shall disburse Grant funds as required or permitted by the Grant Agreement. Notwithstanding the foregoing, ABAG is not obligated to disburse any funds to State

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

- 4.3 ABAG will promptly notify State Coastal Conservancy of any notices given or actions taken by DWR if such notices or actions are likely to affect State Coastal Conservancy's performance, duties, obligations or funding under this Local Project Sponsor Agreement, including but not limited to notices from DWR regarding State Coastal Conservancy's invoices under section 12.c.5 of the Grant Agreement or alleged default by State Coastal Conservancy under section 14 of the Grant Agreement. ABAG shall consult with the Local Project Sponsor Committee as defined below in carrying out ABAG's responsibilities.
- 4.4 Commencing with DWR's award of the State Grant on October 29, 2015 and continuing until December 31, 2020 when the lengthiest projects covered by the Grant Agreement are expected to wind down and Grant closeout activities are expected to be completed, ABAG will undertake and complete all administrative and management responsibilities under the Grant Agreement that are not related solely to Local Projects. ABAG has incurred, and will continue to incur, numerous costs for administrative and management responsibilities under the Grant Agreement that are not related solely to Local Projects (the "Grant Administrative Costs"). The Grant allocates One Million, Twenty-two Thousand, Three Hundred Thirty-five Dollars (\$1,022,335) for Grant Administrative Costs.
- 4.5 ABAG will cause to be formed a Local Project Sponsors (LPS) Committee comprised of one representative from each Local Project Sponsor, including ABAG. The LPS Committee will provide input to ABAG in carrying out its responsibilities under sections 4.3 and 4.4. Further, the LPS Committee will allocate among the Local Project Sponsors, any Grant Administrative Costs that exceed the amount allocated for same by the Grant Agreement. The LPS Committee will assess the potential for exceedances upon the completion of each Local Project. ABAG will convene the LPS Committee on an as-needed basis, and provide staff support. ABAG will provide the LPS Committee with available information in a timely manner to enable the LPS Committee to undertake the functions described in this section. The LPS Committee will provide input and make decisions based on consensus but if it cannot reach consensus, such input and decisions will be provided and made based on a majority vote of the quorum present at the meeting.
- 4.6 The obligations of ABAG under section 6.2 shall survive the termination of this Local Project Sponsor Agreement.
- 5.0 State Coast Conservancy Obligations
- 5.1 State Coastal Conservancy is, and at all times will continue to be, in full compliance with the terms and conditions of the Grant Agreement that are applicable to it as a subrecipient of the State Grant. State Coastal Conservancy understands and agrees that for purposes of the foregoing, any requirements and responsibilities imposed upon ABAG as Grantee under the Grant Agreement are hereby passed-through to, and adopted by State Coastal Conservancy, as obligations of State Coastal Conservancy, excepting only
- WR Prop 84 - Local Project Sponsor Agreement - IRWM 4 - State Coastal Conservancy - OWP 102302*

ABAG's obligations as defined in subsections 4.1 – 4.3 of this Local Project Sponsor Agreement. Further, State Coastal Conservancy acknowledges and agrees to comply with any requirements directly imposed on State Coastal Conservancy as a Local Project Sponsor under the Grant Agreement.

- 5.2 State Coastal Conservancy agrees to fund the difference between the Total Project Cost and Grant Amount specified in Attachment 1 of this Local Project Sponsor Agreement. Cost share consists of Funding Match and Additional Cost Share as documented in Attachment 1. State Coastal Conservancy is required to maintain all financial records associated with the total project cost for inclusion in the final project report.
- 5.3 Pursuant to DWR requirements, State Coastal Conservancy may invoice ABAG for grant share reimbursement incurred after the grant award date of January 17, 2014 in their first invoice. Subsequent invoices must bill for costs incurred during the quarter in which they were incurred by State Coastal Conservancy. Match costs can include project related costs incurred after January 1, 2011. Required match costs related to a specific task must be documented to the same level of detail as costs for a grant invoice. Required match costs must be approved by DWR prior to State Coastal Conservancy invoicing the grant for payment for that specific task. Additional cost share will be documented by State Coastal Conservancy in the Final Project Report.
- 5.4 State Coastal Conservancy hereby assumes responsibility for submitting Post-Performance Reports as required under section 19 of the Grant Agreement. Reports will be sent to ABAG for submittal to DWR within sixty (60) calendar days after the first year of project operation/completion and annually for a total of ten (10) years following project completion.
- 5.5 State Coastal Conservancy hereby assumes responsibility for the following as required under section 20 of the Grant Agreement: (a) operating and maintaining facilities and structures, (b) all costs for the operation and maintenance of the facilities and structures, and (c) performing as required under (a) and (b) for the period required.
- 5.6 The obligations of State Coastal Conservancy under sections 5.3, 5.4 and 6.1 shall survive the termination of this Local Project Sponsor Agreement.
- 5.7 State Coastal Conservancy shall not cause ABAG to be in violation of the Grant Agreement, whether by act or omission.
- 5.8 State Coastal Conservancy shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, now existing and as such may change from time-to-time. Any such laws, rules, regulations, ordinances, and directives required thereby to be included in this Local Project Sponsor Agreement are incorporated herein by reference.
- 5.9 State Coastal Conservancy shall procure and submit proof of insurance coverage in compliance with the requirements of Attachment 2 or as approved in writing by ABAG.

- 5.10 State Coastal Conservancy will appoint a representative to the LPS Committee who will participate in the proceedings of the LPS Committee. State Coastal Conservancy acknowledges and affirms the responsibilities of the LPS Committee and agrees to be bound by the decisions of the LPS Committee.
- 5.11 If, pursuant to section 4.5, the LPS Committee determines that there are exceedances in the Grant Administrative Costs, State Coastal Conservancy will not be obligated to pay more than Two Thousand Eight Hundred Twelve Dollars and Fifty Cents (\$2812.50) as its allocated share of exceedances in Grant Administrative Costs.
- 5.12 State Coastal Conservancy further acknowledges and affirms that every other Local Project Sponsor is a third party beneficiary of this Local Project Sponsor Agreement and State Coastal Conservancy is a third party beneficiary of every other Local Project Sponsor Agreement.
- 6.0 Indemnification
- 6.1 State Coastal Conservancy shall indemnify, defend, and hold harmless the other Local Project Sponsors and ABAG and their respective members, elected and appointed officers, employees, and agents from and against any and all liability resulting from State Coastal Conservancy's act(s) and/or omission(s) arising from and/or relating to the Project, and as such would be imposed in the absence of Government Code section 895.2.
- 6.2 ABAG shall indemnify, defend, and hold harmless State Coastal Conservancy and its elected and appointed officers, employees, and agents from and against any and all liability resulting from ABAG's act(s) and/or omission(s) arising from and/or relating to the ABAG Projects, and as such would be imposed in the absence of Government Code section 895.2.
- 6.3 Without limiting the scope of subsections 6.1 or 6.2, such liability includes but is not limited to the following: any funding disallowance; audits; demands; claims; actions; liabilities; damages; fines; fees, costs, and expenses, including attorney, auditor, and/or expert witness fees.
- 7.0 Termination
- 7.1 Upon termination of the Grant Agreement, this Local Project Sponsor Agreement shall terminate effective the same date as the Grant Agreement and in accordance with the terms and conditions for the termination of the Grant Agreement.
- 7.2 ABAG may terminate this Local Project Sponsor Agreement upon the occurrence of all of the following: (a) receipt prior written notice from DWR of a default under section 14 of the Grant Agreement caused in whole or in part by State Coastal Conservancy that provides at least ten (10) days to cure said default, (b) ABAG's prompt transmittal of said notice to State Coastal Conservancy, (c) State Coastal Conservancy's failure to cure the default within the time prescribed by DWR and (d) DWR takes any of the actions described in subsections 14.i – iv of the Grant Agreement. Upon termination of this Local
- WR Prop 84 – Local Project Sponsor Agreement – IRWM 4 – State Coastal Conservancy – OWP 102302*

Project Sponsor Agreement: (1) the rights and duties of the parties with respect to the Work Plan, any portion of the Subaward Amount and any asset acquired with proceeds of the Subaward Amount shall be determined in accordance with the provisions of the Grant Agreement and this Local Project Sponsor Agreement and (2) State Coastal Conservancy shall pay all costs incurred by the State in enforcing section 14 of the Grant Agreement including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

- 7.3 State Coastal Conservancy may request termination of this Local Project Sponsor Agreement by submitting to ABAG a written notice stating the reasons for termination and all progress reports summarizing accomplishments to the date of the notice. Upon receipt of the notice, ABAG shall promptly transmit the notice to DWR and request amendment of the Grant Agreement pursuant to section D.4 of Exhibit D to the Grant Agreement to conform the Grant Agreement to State Coastal Conservancy's written notice. ABAG shall promptly notify State Coastal Conservancy of any communication(s) or response(s) from DWR. State Coastal Conservancy and ABAG will coordinate on any additional actions requested by DWR to effect the requested termination of this Local Project Sponsor Agreement.

8.0 Notices and Administrative Contacts

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

- 8.2 All notices or notifications to ABAG shall be sent to:

Rebecca Darr
San Francisco Estuary Partnership
1515 Clay Street, Suite 1400
Oakland, California 94612
(510)622-2315
Email: rebecca.darr@sfestuary.org

- 8.3 All notices or notifications to State Coastal Conservancy shall be sent to:

Brenda Buxton
State Coastal Conservancy
1515 Clay Street, Suite 10000
Oakland, California 94612
Email: Brenda.buxton@scc.ca.gov

- 9.0 Amendments and Changes. This Local Project Sponsor Agreement may be changed only by a written amendment duly signed by ABAG and State Coastal Conservancy, provided that any changes to sections 4.4, 4.5 or 5.6 also require written concurrence by the LPS Committee.

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

END OF BASE DOCUMENT
SIGNATURE PAGE TO FOLLOW

2015 Proposition 84 Integrated Regional Water Management Implementation Grant
- Department of Water Resources -
Local Project Sponsor Agreement

* * * * *

AUTHORIZED SIGNATURES

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

State Coastal Conservancy

Samuel Schuchat
Executive Officer

Date _____

Approved as to Form:

(Insert Name & Title of Signatory

Date _____

ASSOCIATION OF BAY AREA
GOVERNMENTS

Steve Heminger, Executive Director, Acting Pursuant to the
Contract for Services dated May 30, 2017

Date _____

Approved as to Form and Content:

Adrienne C. Weil, MTC General Counsel

Date _____

ATTACHMENT 1: PROJECT DESCRIPTION

WORK PLAN

PROJECT 8: Eden Landing Portion of SBSPR Project

IMPLEMENTING AGENCY: State Coastal Conservancy

PROJECT DESCRIPTION: The Eden Landing project involves restoration of approximately 1,300 acres of tidal marsh, levee improvements to decrease flood risk, and new public access trails.

Budget Category (a): Direct Project Administration

Task 1 Project Management

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

Deliverables:

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

Task 2 Labor Compliance Program

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

Deliverables:

- Proof of labor compliance upon request

Task 3 Reporting

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

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

Deliverables:

- Project Progress Reports
- Draft and Final Project Completion Report

Budget Category (b): Land Purchase/EasementTask 4 Land Purchase/Easement

Not applicable

Deliverables:

- None

Budget Category (c): Planning/Design/Engineering and Environmental DocumentationTask 5 Feasibility Studies

An Alternative Analysis and Design Memorandum will determine the preferred alternative to move forward with construction.

Deliverables:

- Alternative Analysis and Design Memorandum

Task 6 CEQA Documentation

Prepare and circulate a Notice of Preparation (including tribal notification to the California Native Heritage Commission). Prepare draft Environmental Impact Reports (EIR) and release document for public review. File Notice of Determination with State Clearinghouse. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- Copy of Notice of Preparation or Exemption
- Copy of Draft and Final EIR, IS/MND, Environmental Assessment
- Copy of Notice of Completion and Notice of Determination
- No Legal Challenges letter
- Tribal notification per PRC §75102

Task 7 Permitting

It is anticipated that the following federal, state, and local permits and approvals will need to be acquired:

- San Francisco Bay Conservation and Development Commission (BCDC) Permit
- Clean Water Act Section 404 Permit
- Clean Water Act Section 401 Water Quality Certification
- CA Fish and Game Code Section 1602 Streambed Alteration Agreement
- CA Endangered Species Act Section 2081(b) for incidental take of state listed species
- ESA Section 7 consultation with USFWS
- ESA Section 7, MMPA, and EFH consultation with NOAA-NMFS

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

Deliverables:

- Copy of all required permits

Task 8 Design

Complete preliminary design including the geotechnical investigations and design documents. Design documents will be produced in increments with the final product being 100% (Final) design, plans, and specifications suitable for bid documents..

Deliverables:

- Geotechnical Report
- Project Cost Estimate
- 100% Design Documents including plans and specifications

Task 9 Project Monitoring Plan

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

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 10 Construction Contracting

Activities necessary to secure a contractor and award the contract include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid documents
- Award of contract
- Notice to proceed

Task 11 Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/updating project schedule, notifying contractor if work is not acceptable.

Deliverables:

- Final Project Report

Task 12 Construction/Implementation Activities

Project construction would adhere to construction standards and health and safety standards as determined by the CDFW. Construction activities may include, but are not limited to the following:

Mobilization and Site Preparation: Contractor will mobilize to the site and carry out site preparation, including selection of a staging area, and de-water area and prepare site in accordance with project permits. Contractor will mobilize construction equipment and materials.

Project Construction:

- Flood and Infrastructure Protection Improvements: To protect against tidal flooding, an estimated 2.06 miles of levee (west side of Ponds E1 and E2) will be raised approximately 2 feet (above the tidal flood elevations). Along the eastern side of Ponds E4 and E7, an estimated 1.54 miles of levee will be improved.
- Habitat Transition Area: Broad upland transition will be constructed by placing approximately 300,000 cubic yards of material along pond-side of the improved E2 and E1 levee. Additional habitat transition zone will be placed (up to an estimated 76,000 cubic yards) along the eastern side of E7 and E4. A variable slope (15:1 to 30:1) will reduce the impacts from wave run-up, expedite restoration of tidal marsh, create elevation heterogeneity for high tide refuge, and allow areas for future inland marsh transgression in the face of sea level

rise. As called for in the Tidal Marsh Recovery Plan and the forthcoming 2014/15 Baylands Ecosystem Goals Update, these transition zones are a critical feature for special status species and would replace historic habitat that is now largely absent in the south Bay.

- Levee Breaching: To allow natural processes to create tidal wetlands, the project seeks to improve the hydrological connection between pond waters and the Bay. Up to 3 breaches would be constructed through existing levees on Old Alameda Creek and the levee adjacent to the Alameda Creek Flood Control Channel (through existing wetlands, not the flood protection levee). Breaches will evolve naturally with tidal flows and will not be armored. Placement of material dredged from breaches and pilot channel excavation will be used to block borrow ditches to facilitate the development of a tidal channel network.
- Public Access and Interpretation: To provide the public with the opportunity to enjoy a restoring marsh, an estimated 2.06 miles of new trail will be constructed on the eastern side of southern Eden Landing connecting Old Alameda Creek to Westport Way. Interpretive signs will be installed at key locations.

Performance Testing and Demobilization: CDFW will perform construction management and oversight services to will ensure that the project is constructed to design specifications, and will oversee contractor demobilization from the site.

Deliverables:

- Photographic documentation
- Engineers Certification
- Final As-built drawings
- Inspection Reports

BUDGET

Project 8: Eden Landing Portion of SBSPR Project

Budget Category		Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$103,200	-	-	\$103,200
(b)	Land Purchase/ Easements	-	-	-	-
(c)	Planning/ Design/ Engineering/ Environmental Documentation	-	-	\$295,150	\$295,150
(d)	Construction/ Implementation	\$3,161,921	\$2,000,000	\$7,660,501	\$12,822,422
TOTAL		\$3,265,121	\$2,000,000	\$7,955,651	\$13,220,772

SCHEDULE

Project 8: Eden Landing Portion of SBSPR Project			
Category		Start Date	End Date
Task (a)	Direct Project Administration	May-18	January-20
Task 1	Project Management	May-18	January-20
Task 2	Labor Compliance	May-18	October-19
Task 3	Reporting	May-18	January-20
Task (b)	Land Purchase/Easement	January-03	June-03
Task 4	Land Purchase/Easement	January-03	June-03
Task (c)	Planning/Design/Engineering and Environmental Documentation	July-13	December-17
Task 5	Feasibility Studies	July-13	December-15
Task 6	CEQA Documentation	January-16	December-16
Task 7	Permitting	June-17	December-17
Task 8	Design	January-17	December-17
Task 9	Project Monitoring Plan	June-16	August-16
Task (d)	Construction/Implementation	January-18	October-20
Task 10	Construction Contracting	January-18	March-18
Task 11	Construction Administration	April-18	October-20
Task 12	Construction/Implementation Activities	May-18	October-20

ATTACHMENT 2: INSURANCE REQUIREMENTS

Insurance Requirements. Local Project Sponsor shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Local Project Sponsor, its agents, representatives, or employees.

- a) Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - i) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
 - ii) Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
 - iii) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - iv) Errors and Omissions Liability insurance appropriate to the Local Project Sponsor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

- b) Minimum Limits of Insurance. Local Project Sponsor shall maintain limits no less than:
 - i) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - ii) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - iii) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
 - iv) Errors and Omissions Liability: \$1,000,000 per occurrence.

- c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by ABAG. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects ABAG, its officers, officials, employees and volunteers; or the Local Project Sponsor shall pay said deductible or self-insured retention. (Including operations, products and completed operations, as applicable.).

- d) Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - i) ABAG, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Local Project Sponsor; or automobiles owned, leased, hired or borrowed by the Local Project Sponsor.
 - ii) For any claims related to this project, the Local Project Sponsor's insurance coverage shall be primary insurance as respects ABAG, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by ABAG, its officers, officials,

- employees or volunteers shall be excess of the Local Project Sponsor's insurance and shall not contribute with it.
- iii) Except for General Liability and Automobile Liability, each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to ABAG. For General Liability and Automobile Liability, Local Project Sponsor shall provide ABAG with thirty (30) day's prior notice of cancellation by either the insurer or the Local Project Sponsor.
 - iv) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to ABAG.
- f) Verification of Coverage. Local Project Sponsor shall furnish, with return of signed Local Project Sponsor Agreement, ABAG with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by ABAG before work commences. ABAG reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Self Insurance Option. If a Local Project Sponsor is a public entity self-insures for bodily injury, personal injury and property damage liability, the Local Project Sponsor shall submit written evidence of such self-insurance for approval by ABAG in lieu of complying with Insurance Requirements above. Such written evidence may, but is not required to, consist of a letter authorized by its chief administrative/executive officer, chief financial officer, risk manager or equivalent, stating that the Local Project Sponsor is self insured and that the Local Project Sponsor, has or will have, sufficient resources to effect the coverage required by the Insurance Requirements.

LOCAL PROJECT SPONSOR AGREEMENT
between
ABAG/SFEP and State Coastal Conservancy
2015 Proposition 84 Integrated Regional Water Management Implementation Grant
- Department of Water Resources -
- Agreement Number 4600011486 -

Through this Local Project Sponsor Agreement by and between the Association of Bay Area Governments (ABAG), a joint powers authority existing under the laws of the State of California acting on behalf of the San Francisco Estuary Partnership (SFEP), a project sponsored by ABAG and State Coastal Conservancy, the parties hereby agree as follows:

RECITALS

- A. Whereas, ABAG applied for a 2015 Proposition 84 Integrated Regional Water Management (IRWM) Program Grant from the State of California, Department of Water Resources (DWR) to help fund nine (9) local, subregional and regional projects located within the San Francisco Bay Area IRWM region (Work Plan);
- B. Whereas, on August 15, 2016 DWR and ABAG entered into Agreement No. 4600011486 (Grant Agreement) awarding to ABAG a grant for Twenty-one Million, Four Hundred Sixty-nine Thousand, Twenty-five Dollars (\$21,469,025) in State funding (State Grant) requiring an estimated Seventy-six Million, Three Hundred Ninety-five Thousand, Seven Hundred Nine Dollars (\$76,395,709) in matching funds to be expended over the grant period which extends from January 1, 2011 until December 31, 2020 when the Work Plan will be completed;
- C. Whereas, subrecipients of the State Grant (Local Project Sponsors) and ABAG will be responsible for implementing their respective component parts of the Work Plan (such component parts of the Work Plan are referred to generically as 'Local Projects');
- D. Whereas, State Coastal Conservancy is a subrecipient of the State Grant and is responsible for ensuring completion of the Novato Creek Flood Protection and Habitat Enhancement Project (Project) as part of the Work Plan and for matching funds in the amount of One Million, Seven Hundred Eighty Thousand Dollars (\$1,780,000) required under the Grant Agreement.

NOW THEREFORE, based upon the foregoing recitals, ABAG and State Coastal Conservancy further agree as follows:

AGREEMENT

1.0 Applicable Documents. The following are attached:

1.1 Attachment 1 Project Description

1.2 Attachment 2 Insurance Requirements

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

- 1.4 Exhibit A, 'Work Plan'
- 1.5 Exhibit B, 'Budget'
- 1.6 Exhibit C, 'Schedule'
- 1.7 Exhibit D, 'Standard Conditions'
- 1.8 Exhibit E, 'Authorizing Resolution'
- 1.9 Exhibit F, 'Local Project Sponsors'
- 1.10 Exhibit G, 'Report Formats and Requirements'
- 1.11 Exhibit H, 'Requirements for Statewide Monitoring and Data Submittal'
- 1.12 Exhibit I, 'State Audit Document Requirements & Funding Match Guidelines for Grantees'
- 1.13 Exhibit J, 'Monitoring and Maintenance Plan Components'

This Local Project Sponsor Agreement is comprised of this document (Base Document) and Attachments 1, 2, and 3 and is the complete and exclusive statement of understanding between ABAG and State Coastal Conservancy, and supersedes any and all previous understandings or agreements, whether written or oral, and all communications between the parties relating to the subject matter of this Local Project Sponsor Agreement.

- 2.0 Term of Agreement. This Local Project Sponsor Agreement shall commence as of August 15, 2016 (Effective Date) and continue until December 31, 2020, or until terminated by ABAG pursuant to the terms of this Local Project Sponsor Agreement, or until terminated by DWR pursuant to the terms of the Grant Agreement.
- 3.0 Project, Subaward and Matching Funds. Under the terms of the Grant Agreement, State Coastal Conservancy will implement the Project as more particularly described in Attachment 1. ABAG/SFEP will disburse up to Three Million, Five Hundred Fifty-one Thousand, Six Hundred Hundred Seven Dollars (\$3,551,607) of the State Grant to State Coastal Conservancy in accordance with the Grant Agreement. State Coastal Conservancy will provide and document the matching funds referenced in Attachment 1 to this Local Project Sponsor Agreement in accordance with the Grant Agreement.
- 4.0 ABAG Obligations
 - 4.1 ABAG will undertake and complete the following Local Projects, including all administrative and management responsibilities relating solely to such Local Projects, in accordance with the Grant Agreement: Project 1 - Grant Administration (ABAG Project).
 - 4.2 ABAG shall disburse Grant funds as required or permitted by the Grant Agreement. Notwithstanding the foregoing, ABAG is not obligated to disburse any funds to State

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

- 4.3 ABAG will promptly notify State Coastal Conservancy of any notices given or actions taken by DWR if such notices or actions are likely to affect State Coastal Conservancy's performance, duties, obligations or funding under this Local Project Sponsor Agreement, including but not limited to notices from DWR regarding State Coastal Conservancy's invoices under section 12.c.5 of the Grant Agreement or alleged default by State Coastal Conservancy under section 14 of the Grant Agreement. ABAG shall consult with the Local Project Sponsor Committee as defined below in carrying out ABAG's responsibilities.
- 4.4 Commencing with DWR's award of the State Grant on October 29, 2015 and continuing until December 31, 2020 when the lengthiest projects covered by the Grant Agreement are expected to wind down and Grant closeout activities are expected to be completed, ABAG will undertake and complete all administrative and management responsibilities under the Grant Agreement that are not related solely to Local Projects. ABAG has incurred, and will continue to incur, numerous costs for administrative and management responsibilities under the Grant Agreement that are not related solely to Local Projects (the "Grant Administrative Costs"). The Grant allocates One Million, Twenty-two Thousand, Three Hundred Thirty-five Dollars (\$1,022,335) for Grant Administrative Costs.
- 4.5 ABAG will cause to be formed a Local Project Sponsors (LPS) Committee comprised of one representative from each Local Project Sponsor, including ABAG. The LPS Committee will provide input to ABAG in carrying out its responsibilities under sections 4.3 and 4.4. Further, the LPS Committee will allocate among the Local Project Sponsors, any Grant Administrative Costs that exceed the amount allocated for same by the Grant Agreement. The LPS Committee will assess the potential for exceedances upon the completion of each Local Project. ABAG will convene the LPS Committee on an as-needed basis, and provide staff support. ABAG will provide the LPS Committee with available information in a timely manner to enable the LPS Committee to undertake the functions described in this section. The LPS Committee will provide input and make decisions based on consensus but if it cannot reach consensus, such input and decisions will be provided and made based on a majority vote of the quorum present at the meeting.
- 4.6 The obligations of ABAG under section 6.2 shall survive the termination of this Local Project Sponsor Agreement.
- 5.0 State Coastal Conservancy Obligations
- 5.1 State Coastal Conservancy is, and at all times will continue to be, in full compliance with the terms and conditions of the Grant Agreement that are applicable to it as a subrecipient of the State Grant. State Coastal Conservancy understands and agrees that for purposes of the foregoing, any requirements and responsibilities imposed upon ABAG as Grantee under the Grant Agreement are hereby passed-through to, and adopted by State Coastal Conservancy, as obligations of State Coastal Conservancy, excepting only
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ABAG's obligations as defined in subsections 4.1 – 4.3 of this Local Project Sponsor Agreement. Further, State Coastal Conservancy acknowledges and agrees to comply with any requirements directly imposed on State Coastal Conservancy as a Local Project Sponsor under the Grant Agreement.

- 5.2 State Coastal Conservancy agrees to fund the difference between the Total Project Cost and Grant Amount specified in Attachment 1 of this Local Project Sponsor Agreement. Cost share consists of Funding Match and Additional Cost Share as documented in Attachment 1. State Coastal Conservancy is required to maintain all financial records associated with the total project cost for inclusion in the final project report.
- 5.3 Pursuant to DWR requirements, State Coastal Conservancy may invoice ABAG for grant share reimbursement incurred after the grant award date of January 17, 2014 in their first invoice. Subsequent invoices must bill for costs incurred during the quarter in which they were incurred by State Coastal Conservancy. Match costs can include project related costs incurred after January 1, 2011. Required match costs related to a specific task must be documented to the same level of detail as costs for a grant invoice. Required match costs must be approved by DWR prior to State Coastal Conservancy invoicing the grant for payment for that specific task. Additional cost share will be documented by State Coastal Conservancy in the Final Project Report.
- 5.4 State Coastal Conservancy hereby assumes responsibility for submitting Post-Performance Reports as required under section 19 of the Grant Agreement. Reports will be sent to ABAG for submittal to DWR within sixty (60) calendar days after the first year of project operation/completion and annually for a total of ten (10) years following project completion.
- 5.5 State Coastal Conservancy hereby assumes responsibility for the following as required under section 20 of the Grant Agreement: (a) operating and maintaining facilities and structures, (b) all costs for the operation and maintenance of the facilities and structures, and (c) performing as required under (a) and (b) for the period required.
- 5.6 The obligations of State Coastal Conservancy under sections 5.3, 5.4 and 6.1 shall survive the termination of this Local Project Sponsor Agreement.
- 5.7 State Coastal Conservancy shall not cause ABAG to be in violation of the Grant Agreement, whether by act or omission.
- 5.8 State Coastal Conservancy shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, now existing and as such may change from time-to-time. Any such laws, rules, regulations, ordinances, and directives required thereby to be included in this Local Project Sponsor Agreement are incorporated herein by reference.
- 5.9 State Coastal Conservancy shall procure and submit proof of insurance coverage in compliance with the requirements of Attachment 2 or as approved in writing by ABAG.

- 5.10 State Coastal Conservancy will appoint a representative to the LPS Committee who will participate in the proceedings of the LPS Committee. State Coastal Conservancy acknowledges and affirms the responsibilities of the LPS Committee and agrees to be bound by the decisions of the LPS Committee.
- 5.11 If, pursuant to section 4.5, the LPS Committee determines that there are exceedances in the Grant Administrative Costs, State Coastal Conservancy will not be obligated to pay more than Two Thousand Eight Hundred Twelve Dollars and Fifty Cents (\$2812.50) as its allocated share of exceedances in Grant Administrative Costs.
- 5.12 State Coastal Conservancy further acknowledges and affirms that every other Local Project Sponsor is a third party beneficiary of this Local Project Sponsor Agreement and State Coastal Conservancy is a third party beneficiary of every other Local Project Sponsor Agreement.
- 6.0 Indemnification
- 6.1 State Coastal Conservancy shall indemnify, defend, and hold harmless the other Local Project Sponsors and ABAG and their respective members, elected and appointed officers, employees, and agents from and against any and all liability resulting from State Coastal Conservancy's act(s) and/or omission(s) arising from and/or relating to the Project, and as such would be imposed in the absence of Government Code section 895.2.
- 6.2 ABAG shall indemnify, defend, and hold harmless State Coastal Conservancy and its elected and appointed officers, employees, and agents from and against any and all liability resulting from ABAG's act(s) and/or omission(s) arising from and/or relating to the ABAG Projects, and as such would be imposed in the absence of Government Code section 895.2.
- 6.3 Without limiting the scope of subsections 6.1 or 6.2, such liability includes but is not limited to the following: any funding disallowance; audits; demands; claims; actions; liabilities; damages; fines; fees, costs, and expenses, including attorney, auditor, and/or expert witness fees.
- 7.0 Termination
- 7.1 Upon termination of the Grant Agreement, this Local Project Sponsor Agreement shall terminate effective the same date as the Grant Agreement and in accordance with the terms and conditions for the termination of the Grant Agreement.
- 7.2 ABAG may terminate this Local Project Sponsor Agreement upon the occurrence of all of the following: (a) receipt prior written notice from DWR of a default under section 14 of the Grant Agreement caused in whole or in part by State Coastal Conservancy that provides at least ten (10) days to cure said default, (b) ABAG's prompt transmittal of said notice to State Coastal Conservancy, (c) State Coastal Conservancy's failure to cure the default within the time prescribed by DWR and (d) DWR takes any of the actions described in subsections 14.i – iv of the Grant Agreement. Upon termination of this Local
- WR Prop 84 – Local Project Sponsor Agreement – IRWM 4 – State Coastal Conservancy – OWP 102303*

Project Sponsor Agreement: (1) the rights and duties of the parties with respect to the Work Plan, any portion of the Subaward Amount and any asset acquired with proceeds of the Subaward Amount shall be determined in accordance with the provisions of the Grant Agreement and this Local Project Sponsor Agreement and (2) State Coastal Conservancy shall pay all costs incurred by the State in enforcing section 14 of the Grant Agreement including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

7.3 State Coastal Conservancy may request termination of this Local Project Sponsor Agreement by submitting to ABAG a written notice stating the reasons for termination and all progress reports summarizing accomplishments to the date of the notice. Upon receipt of the notice, ABAG shall promptly transmit the notice to DWR and request amendment of the Grant Agreement pursuant to section D.4 of Exhibit D to the Grant Agreement to conform the Grant Agreement to State Coastal Conservancy's written notice. ABAG shall promptly notify State Coastal Conservancy of any communication(s) or response(s) from DWR. State Coastal Conservancy and ABAG will coordinate on any additional actions requested by DWR to effect the requested termination of this Local Project Sponsor Agreement.

8.0 Notices and Administrative Contacts

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

8.2 All notices or notifications to ABAG shall be sent to:

Rebecca Darr
San Francisco Estuary Partnership
1515 Clay Street, Suite 1400
Oakland, California 94612
(510)622-2315
Email: rebecca.darr@sfestuary.org

8.3 All notices or notifications to State Coastal Conservancy shall be sent to:

Brenda Buxton
State Coastal Conservancy
1515 Clay Street, Suite 10000
Oakland, California 94612
Email: Brenda.buxton@scc.ca.gov

9.0 Amendments and Changes. This Local Project Sponsor Agreement may be changed only by a written amendment duly signed by ABAG and State Coastal Conservancy, provided that any changes to sections 4.4, 4.5 or 5.6 also require written concurrence by the LPS Committee.

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

END OF BASE DOCUMENT
SIGNATURE PAGE TO FOLLOW

2015 Proposition 84 Integrated Regional Water Management Implementation Grant
- Department of Water Resources -
Local Project Sponsor Agreement

* * * * *

AUTHORIZED SIGNATURES

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

State Coastal Conservancy

Samuel Schuchat
Executive Officer

Date _____

Approved as to Form:

(Insert Name & Title of Signatory)

Date _____

ASSOCIATION OF BAY AREA
GOVERNMENTS

Steve Heminger, Executive Director, Acting Pursuant to
Contract for Services dated May 30, 2017

Date _____

Approved as to Form and Content:

Adrienne C. Weil, MTC General Counsel

Date _____

ATTACHMENT 1: PROJECT DESCRIPTION

WORK PLAN

PROJECT 9: Novato Creek Flood Protection and Habitat Enhancement Project

IMPLEMENTING AGENCY: State Coastal Conservancy

PROJECT DESCRIPTION: The Novato Creek Flood Protection and Habitat Enhancement Project will provide flood protection for 870 acres of land and restore 30 acres of wetland habitat.

Budget Category (a): Direct Project Administration

Task 1 Project Management

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

Deliverables:

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

Task 2 Labor Compliance Program

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

Deliverables:

- Proof of labor compliance upon request

Task 3 Reporting

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

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

Deliverables:

- Project Progress Reports
- Draft and Final Project Completion Report

Budget Category (b): Land Purchase/EasementTask 4 Land Purchase/Easement

Not Applicable:

Element A–Bel Marin Keys Wetlands Restoration Project Phase I: Land is owned by the State Coastal Conservancy.

Element B–Novato Creek Phase I Flood Reduction and Wetlands Enhancement Project: The project is located on lands owned or with right of way by the Marin County Flood Control District and additional property or right of way acquisitions are not required.

Budget Category (c): Planning/Design/Engineering and Environmental DocumentationTask 5 Feasibility Studies

Element A: Project feasibility studies were completed as part of the project development process. The Bel Marin Keys Unit V Expansion of the Hamilton Wetland Restoration Project General Reevaluation Report (GRR) (April 2003) evaluated restoration alternatives, which included the project components (new levee and seasonal wetlands).

The conceptual levee design in the GRR Alternative 2 was subsequently refined as part of the design effort by Moffatt & Nichol (M&N) in 2013.

The conceptual design for seasonal wetlands in GRR Alternative 2 assumed that dredged sediment would be placed on the site prior to construction of the seasonal wetlands. The current plan does not include placement of dredged sediment in the seasonal wetland area. Consequently, a new feasibility study will be developed to determine where the dredged sediment will be placed.

Element B: Project Feasibility studies are being conducted as part of the project development process. An Existing Conditions Hydraulics Study Report was 100% completed in June 2014 (KHE 2014). KHE is currently completing the proposed conditions hydraulics evaluation report.

Deliverables:

- Relevant Feasibility Studies

Task 6 CEQA Documentation

Element A: Prepare and circulate a Notice of Preparation (including tribal notification to the California Native Heritage Commission as required by PRC §75102). Prepare draft addendums to the Environmental Impact Report (EIR)/Environmental Impact Statement (EIS) and release document for public review. File Notice of Completion and Notice of Determination with State Clearinghouse. Prepare letter stating no legal challenges (or addressing legal challenges).

The Final Supplemental Environmental Impact Report/Environmental Impact Statement Bel Marin Keys Unit V Expansion of the Hamilton Wetland Restoration Project (EIR/S) (2003) analyzed restoration alternatives, which included the project components (new levee and seasonal wetlands).

The conceptual levee design in the preferred alternative (Revised Alternative 2) was subsequently refined as part of the design effort by Moffatt & Nichol (M&N) in 2013. An addendum to the EIR/S will be prepared to address the revised levee alignment.

The conceptual design for seasonal wetlands in the preferred alternative (Revised Alternative 2) assumed that dredged sediment would be placed on the site prior to construction of the seasonal wetlands. The current plan does not include placement of dredged sediment in the seasonal wetland area. Consequently, a CEQA addendum will be developed.

Element B: Prepare and circulate a Notice of Preparation (including tribal notification to the California Native Heritage Commission as required by PRC §75102). Prepare draft negative declaration or Environmental Impact Report (EIR) and release document for public review. File Notice of Completion and Notice of Determination with State Clearinghouse. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- ☐ Copy of Notice of Preparation
- ☐ Copy of Draft and Final CEQA/NEPA documentation
- ☐ Copy of Notice of Determination and Notice of Completion
- ☐ No Legal Challenges letter
- ☐ Tribal notification per PRC §75102

Task 7 Permitting

Element A: It is anticipated that the following federal, state, and local permits and approvals will need to be acquired:

- U.S. Army Corps of Engineers (USACE) Section 404 Individual Permit Application - application and supporting documents, including: Wetland Delineation; USFWS Biological Assessment; Section 106 Cultural Resources Survey Report; 404 (B)(1) Alternatives Analysis.
- Regional Water Quality Control Board (RWQCB) Section 401 Water Quality Certification
- California Department of Fish and Wildlife (CDFW) Section 1602 Lake and Streambed Alteration Agreement
- CDFW Section 2081 Incidental Take Permit
- State Historic Preservation Officer (SHPO) Section 106 compliance
- U.S. Fish and Wildlife Service and/or National Marine Fisheries Service Section 7 Informal or Formal Consultations
- Bay Conservation Development Commission Administrative Permit

Element B: It is anticipated that the following federal, state, and local permits and approvals will need to be acquired:

- U.S. Army Corps of Engineers (USACE) Section 404 (f) exemption, Individual 404 Permit, or Nationwide Permit coverage
- Regional Water Quality Control Board (RWQCB) Section 401 Water Quality Certification
- California Department of Fish and Wildlife (CDFW) Section 1602 Lake and Streambed Alteration Agreement
- CDFW Section 2081 Incidental Take Permit
- State Historic Preservation Officer (SHPO) Section 106 compliance
- U.S. Fish and Wildlife Service and/or National Marine Fisheries Service Section 7 Informal or Formal Consultations

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

Deliverables:

- ☐ Copy of all required permits

Task 8 Design

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

Deliverables:

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

Task 9 Project Monitoring Plan

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

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 10 Construction Contracting**

Activities necessary to secure a contractor and award the contract include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

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

Task 11 Construction Administration

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

Deliverables:

- Notice of Completion

Task 12 Construction/Implementation Activities

Project construction would adhere to construction standards, health and safety standards, and mitigation measures as laid out in the final environmental and permitting documents.

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

- Mobilization: Set up construction staging area and site security, install temporary construction field offices, place temporary sanitary facilities, instigate best management practices. Pre-construction biological surveys and

contractor training for work in wetland areas.

- Site preparation will include implementing site best management practices (BMPs), clear and grub, designate stockpile and material storage areas, and set up traffic control.
- Clearing of levee footprint and seasonal wetland areas; transport of levee fill materials, grading, compaction, testing, development of site hydrology, out planting of native plant palette, watering for establishment.
- Performance testing and demobilization.

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

- Mobilization: Set up construction staging area and site security, install temporary construction field offices, place temporary sanitary facilities. Pre-construction biological surveys and contractor training for work in wetland areas.
- Site preparation will include implementing site best management practices (BMPs), clear and grub, designate stockpile and material storage areas, and set up traffic control.
- Prepare area for weir construction, install, construct, and excavate weir and seasonal wetlands. Perform revegetation plantings.
- Performance testing and demobilization

Deliverables:

- Photographic documentation
- Engineers Certification
- Final As-built drawings
- Inspection reports

BUDGET

Project 9: Novato Creek Flood Protection and Habitat Enhancement Project

Budget Category		Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$96,607	-	\$33,393	\$130,000
(b)	Land Purchase/ Easements	-	-	-	-
(c)	Planning/ Design/ Engineering/ Environmental Documentation	-	\$1,400,000	\$1,400,000	\$2,800,000
(d)	Construction/ Implementation	\$3,455,000	\$380,000	\$9,500,000	\$13,335,000
TOTAL		\$3,551,607	\$1,780,000	\$10,933,393	\$16,265,000

SCHEDULE

Project 9: Novato Creek Flood Protection and Habitat Enhancement Project			
Category		Start Date	End Date
Task (a)	Direct Project Administration	April-17	January-20
Task 1	Project Management	April-17	January-20
Task 2	Labor Compliance	April-17	October-19
Task 3	Reporting	April-17	January-20
Task (b)	Land Purchase/Easement	n/a	n/a
Task 4	Not Applicable	n/a	n/a
Task (c)	Planning/Design/Engineering and Environmental Documentation	December-13	May-18
Task 5	Feasibility Studies	December-13	January-16
Task 6	CEQA Documentation	January-15	November-17
Task 7	Permitting	March-16	May-18
Task 8	Design	July-15	July-17
Task 9	Project Monitoring Plan	November-16	May-17
Task (d)	Construction/Implementation	February-17	October-19
Task 10	Construction Contracting	February-17	June-18
Task 11	Construction Administration	April-17	October-19
Task 12	Construction/Implementation Activities	April-17	October-19

ATTACHMENT 2: INSURANCE REQUIREMENTS

Insurance Requirements. Local Project Sponsor shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Local Project Sponsor, its agents, representatives, or employees.

- a) Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - i) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
 - ii) Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
 - iii) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - iv) Errors and Omissions Liability insurance appropriate to the Local Project Sponsor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

- b) Minimum Limits of Insurance. Local Project Sponsor shall maintain limits no less than:
 - i) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - ii) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - iii) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
 - iv) Errors and Omissions Liability: \$1,000,000 per occurrence.

- c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by ABAG. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects ABAG, its officers, officials, employees and volunteers; or the Local Project Sponsor shall pay said deductible or self-insured retention. (Including operations, products and completed operations, as applicable.).

- d) Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - i) ABAG, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Local Project Sponsor; or automobiles owned, leased, hired or borrowed by the Local Project Sponsor.
 - ii) For any claims related to this project, the Local Project Sponsor's insurance coverage shall be primary insurance as respects ABAG, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by ABAG, its officers, officials,

- employees or volunteers shall be excess of the Local Project Sponsor's insurance and shall not contribute with it.
- iii) Except for General Liability and Automobile Liability, each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to ABAG. For General Liability and Automobile Liability, Local Project Sponsor shall provide ABAG with thirty (30) day's prior notice of cancellation by either the insurer or the Local Project Sponsor.
 - iv) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to ABAG.
- f) Verification of Coverage. Local Project Sponsor shall furnish, with return of signed Local Project Sponsor Agreement, ABAG with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by ABAG before work commences. ABAG reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Self Insurance Option. If a Local Project Sponsor is a public entity self-insures for bodily injury, personal injury and property damage liability, the Local Project Sponsor shall submit written evidence of such self-insurance for approval by ABAG in lieu of complying with Insurance Requirements above. Such written evidence may, but is not required to, consist of a letter authorized by its chief administrative/executive officer, chief financial officer, risk manager or equivalent, stating that the Local Project Sponsor is self insured and that the Local Project Sponsor, has or will have, sufficient resources to effect the coverage required by the Insurance Requirements.

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April 24, 2017

Mr. Mehdi Mizani, PE
California Department of Water Resources
Division of Integrated Regional Water Management
Financial Assistance Branch
901 'P' Street
Sacramento, CA 94814

**Subject: 2015 Proposition 84 IRWM Implementation Grant (Round 4) – Agreement #4600011486
Request for Amendment to Eliminate Project #2, Anderson Dam Seismic Retrofit Project
And Increase Grant Funds to: Project #4, City of East Palo Alto Groundwater Supply Project
And Project #6, San Francisquito Creek Flood Protection and Ecosystem Restoration Project**

Dear Mr. Mizani,

As you know, the subject grant round had its official kickoff meeting with all Local Project Sponsors on October 5, 2016. However, a month later, in early November, I received an email from the project manager for the Anderson Dam Seismic Retrofit Project noting that they would have to withdraw from Round 4 due to the following key reasons:

1. The District Board of Directors would not formally approve the Anderson Dam Seismic Retrofit Project prior to completion of CEQA. The Santa Clara Valley Water District (SCVWD), the Local Project Sponsor for this Project, could not, therefore, commit to its completion as required in the Agreement;
2. In December 2015, SCVWD conducted a technical review and analysis for potential modes of dam failure, and discovered several that had not been previously recognized. Then in the summer of 2016 during conceptual design, additional deficiencies regarding fault rupture and dam materials were identified that required design modifications and added layers of complexity to construction that resulted in an estimated completion date four years *after* the grant term closing date of December 31, 2020.

We agreed with SCVWD's decision to withdraw its project. Other project(s) were sought as replacement candidates for reallocation of the \$4,090,000 Grant Share funds of the Anderson Dam Seismic Retrofit Project. The Bay Area Integrated Regional Water Management Plan Coordination Committee and its Selection Committee convened a total of five times in January and February 2017 to discuss how best to reallocate the funds that would be in keeping with its regional considerations for both water supply and flood control, and deliver the greatest benefits to the region.

After deliberation, there was a consensus decision by the group on February 27, 2017, that focused on life safety issues pertaining to flood control of the lower San Francisquito Creek and well construction in the City of East Palo Alto to provide an additional source for drinking water and fire suppression. The

**2015 Proposition 84 IRWM Implementation Grant (Round 4) – Agreement #4600011486
Request for Amendment to Eliminate Project #2, Anderson Dam Seismic Retrofit Project
And increase Grant Funds to: Project #4, City of East Palo Alto Groundwater Supply Project
And Project #6, San Francisquito Creek Flood Protection and Ecosystem Restoration Project**

Page 2 of 2

determination was to assist two existing Round 4 Projects that were experiencing significant funding shortfalls due to circumstances beyond their control, yet were essentially within the same southwest region of the Bay as the Anderson Dam Seismic Retrofit Project.

To that end, under separate cover, letters from the two Local Project sponsors, the City of East Palo Alto and the State Coastal Conservancy, Projects #4 and #6 respectively, have been submitted to your attention to substantiate the requests for additional funds for these projects in order for them to complete their construction and deliver the important benefits required under this Grant Agreement.

We respectfully request the Department of Water Resources' approval to reallocate \$1,052,000 of the Anderson Dam Seismic Retrofit Project's \$4,090,000 Grant Share funds to Project #4, and the balance of \$3,038,000 to Project #6. The total amount of Grant Share funding in the Grant Agreement would remain unchanged, but this would permit these two projects to be completed as originally intended and within the grant term.

Your time and careful evaluation of this request is appreciated. Should you require additional information or have further questions, please don't hesitate to contact me at (510)622.2315 or rebecca.darr@sfestuary.org.

Sincerely,



Rebecca Darr, RLA
IRWM Grants Project Manager for SFEP/ABAG
Grant Rounds 2,3, and 4



CITY OF EAST PALO ALTO
Public Works Department - Engineering Division
1960 Tate Street, East Palo Alto, CA 94303
Tel. No. 650.853.3189, Fax. No. 650.853.3179

March 27, 2017

Mehdi Mizani, P.E.
California Department of Water Resource
Division of Integrated Regional Water Management
Financial Assistance Branch
901 P Street
Sacramento, CA 94814

Subject: 2015 Proposition 84 IRWM Implementation Grant (Round 4) – Agreement #4600011486
Project 4, East Palo Alto Groundwater Supply Project
Request for Amendment – Justification for Budget Increase

Dear Mr. Mizani,

The purpose of this letter is to request an amendment for Project 4, East Palo Alto Groundwater Supply Project to increase the current Grant Share Amount for Budget Category D: Construction/Implementation by \$1,052,000, and an increase of Additional Cost Share contribution by \$335,029 in order to be able to award the construction contract for the Project component: installation of a new treatment system for Gloria Way Well. This letter describes the Project background, major treatment system components and construction duration, as well as requested budget increases.

Project Background

The San Francisco Public Utilities Commission (SFPUC) supplies all water for the City's water system. There are two small mutual water companies that operate groundwater wells collectively. The City has an Interim Supply Guarantee (ISG) from SFPUC of 1.963 million gallons per day, or approximately 2,199 acre feet per year (AFY.)

On July 19, 2016, the City adopted a Water Moratorium for New Development which has delayed four major projects with a construction value of \$600 million and anticipated water demand of 350,000 gallons per day, or 400 AFY. These projects include a school, affordable housing and office buildings.

The City typically has among the highest unemployment rates in the Bay Area. The two office projects could collectively generate over 5,000 new jobs, with potential increase of \$1.5 to \$2.5 million in new property taxes for the City.

Thus, the lack of water is severely hampering the City's ability to improve its current jobs/housing imbalance, attract development that will generate revenue to improve the financial stability of the City, provide significant jobs, improve the City's current level of services to its residents, and continue its leadership role in providing affordable housing

The City is currently working on two capital projects to supplement the SFPUC water allocation, relieve the City from its water shortage crisis, and lift the Water Moratorium for New Development. The updated treatment system for the Gloria Way Well is one of the two capital projects to supplement the SFPUC water allocation. When the well is brought back on line as a potable water source it will provide 225 AFY.

Major Treatment System Components & Construction Duration

The construction of Gloria Way Well Treatment System includes a new submersible vertical turbine well pump, pyrolusite iron and manganese removal filtration system, backwash holding tank, decant return pump system, chemical feed metering and storage, blending tank, blended booster pump system, and pertinent civil, mechanical, structural, electrical, instrumentation and control improvements.

Construction duration is anticipated to be six to nine months with project completion in late 2017/early 2018.

Budget Increases

The engineer's estimate for total construction was \$2,290,000. On January 12, 2017, three sealed bids were received. The lowest responsive and responsible bidder submitted a bid in the amount of \$3,053,208.00. With additional costs for construction support and contingencies, total construction is now \$3,508,529. The City has currently identified funds totaling \$2,456,529 for this construction (\$801,050 in current Grant Amount and an increased Additional Cost Share of \$1,655,479) which leaves a funding shortfall of \$1,052,000 for award of the Gloria Way Well Treatment System construction contract. Without immediate securing of \$1,052,000 in additional funds, the City is obliged to forego award of the construction contract for this well. The table below shows the proposed budget revisions that increase Budget Category D: Construction/Implementation Grant Amount by \$1,052,000 and Additional Cost Share by \$335,029.

Project 4: East Palo Alto Groundwater Supply Project

Budget Category		Grant Amount	Cost Share: Non State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	-	-	-	-
(b)	Land Purchase/Easements	-	-	-	-
(c)	Planning/Design/Engineering/ Environmental Documentation	\$705,000	-	\$953,574	\$1,658,574
(d)	Construction/Implementation	\$801,050 \$1,853,050	-	\$1,320,450 \$1,655,479	\$2,121,500 \$3,508,529
Total		\$1,506,050 \$2,558,050	-	\$2,274,024 \$2,609,053	\$3,780,074 \$5,167,103

Thank you for considering our request. If you have any questions, please feel free to contact me at kfallaha@cityofepa.org or at (650).853-3117

Sincerely,



Kamal Fallaha, PE
Director of Public Works
City of East Palo Alto

Cc: Sean Charpentier, Assistant City Manager, City of East Palo Alto
Rebecca Darr, San Francisco Estuary Partnership



SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY
SFCJPA.ORG

September 7, 2017

Mehdi Mizani, P.E.
California Department of Water Resources
Division of Integrated Regional Water Management
Financial Assistance Branch
901 P Street
Sacramento, CA 94236

**Re: 2015 Proposition 84 IRWM Implementation Grant (Round 4) – Agreement #4600011486
Project 6, San Francisquito Creek Flood Damage Reduction and Ecosystem Restoration Capital
Improvement Project, Phase 2
Request for Amendment: Justification for Scope, Budget, Schedule and Local Project Sponsor Changes**

Dear Mr. Mizani:

The purpose of this letter is to request an amendment for Project 6, San Francisquito Creek Flood Damage Reduction and Ecosystem Restoration Capital Improvement Project, Phase 2 to revise the scope of work, the budget and schedule as well as the Local Project Sponsor, as further detailed throughout the letter.

Project Background

The San Francisquito Creek Flood Damage Reduction and Ecosystem Restoration Capital Improvement Project extents were originally from East Bayshore Road to San Francisco Bay and within the adjacent Faber Marsh. However, in the course of seeking this Amendment, the Department of Water Resources (DWR) recognized significant scope overlaps between this Agreement and that of Proposition 1E, Agreement #4600009670, which is also working in the same area and using the same general construction contractor, Teichert Construction. After careful evaluation, it was agreed to create two phases for the work and clearly delineate scopes, schedules and budgets for each phase. Furthermore, a name change occurred so that both phases carry the same project name.

Proposition 1E work will now be Phase 1 (PHASE1) of the San Francisquito Creek Damage Reduction and Ecosystem Restoration Capital Project from East Bayshore Road to Geng Road, and Proposition 84 work will now be Phase 2 (PHASE2), from Geng Road to the San Francisco Bay. Please see attached Phasing Diagram for the PHASE1 and PHASE2 (PHASES) extents and locations.

The PHASES seek to address environmental issues and storm events along San Francisquito Creek in the cities of Palo Alto, Menlo Park, and East Palo Alto, and unincorporated County of San Mateo. Historically, severe flooding of the City of East Palo Alto, a city with many census tracts qualifying as a Disadvantaged Community (DAC), has occurred due to levee overtopping in storm events. The PHASES will reduce this problem and associated flooding during a 100-year riverine flood, coincident with a 100-year high-tide event by: (1) widening the creek channel and creating new setback levees, (2) widening the creek channel and installing floodwalls in densely developed areas that cannot accommodate setback levees, and (3) excavating sediment deposits down to marsh-plain elevation and reshaping the channel throughout the Project reach to maximize conveyance capacity, sediment transport, and beneficial habitat.

Additionally, it was agreed that for PHASE2, the State Coastal Conservancy would no longer be the Local Project Sponsor, and that the San Francisquito Creek Joint Powers Authority (SFCJPA) would assume that role through completion of PHASE2.

Explanation of the PHASE2 Local Project Sponsor (LPS) Change

With the creation of the PHASES that use the same design, environmental and permitting documentation, along with the same contract documents, general contractor, construction management and contract administration team, it made sense contractually and for practical reasons to have the same LPS for both PHASES. The SFCJPA was already the LPS for PHASE1, and PHASE2 will be a direct continuation of PHASE1 work.

Explanation of the PHASE2 Schedule Changes

As part of the phasing determination and calculations, PHASE1 work started before PHASE2 and Geng Road provided a clear demarcation line for completing construction/implementation work under PHASE1 and beginning construction/implementation work under PHASE2. With the PHASES, it meant that PHASE1 construction/implementation work would end in December 2017 south of Geng Road, and PHASE2 construction/implementation work would begin in January 2018 north of Geng Road. All PHASE2 work will be complete by August 2019.

There are other changes as a result of the PHASES that affect other tasks and milestones as reflected in the schedule table below. Many tasks pertain to PHASE1 only and are therefore, no longer applicable to PHASE2 as far as work to be performed.

Project 6: San Francisquito Creek Flood Damage Reduction and Ecosystem Restoration Capital Improvement Project, Phase 2			
Category		Start Date	End Date
Task (a)	Direct Project Administration	March-16 October -16	March-19 August-19
Task 1	Project Management	March-16 October -16	March-18 August-19
Task 2	Labor Compliance	March-16 n/a	December-17 n/a
Task 3	Reporting	March-16 October -16	March-19 August-19
Task (b)	Land Purchase/Easement	January-12 n/a	September-15 n/a
Task 4	Land Purchase/Easement	January-12 n/a	September-15 n/a
Task (c)	Planning/Design/Engineering and Environmental Documentation	February-09 n/a	February-16 n/a
Task 5	Feasibility Studies	February-09 n/a	July-09 n/a
Task 6	CEQA Documentation	June-11 n/a	July-13 n/a
Task 7	Permitting	January-14 n/a	February-16 n/a
Task 8	Design	January-13 n/a	July-15 n/a
Task 9	Project Monitoring Plan	January-16 n/a	February-16 n/a
Task (d)	Construction/Implementation	January-16 January-18	December-18 March-19
Task 10	Construction Contracting	January-16 January-18	May-16 March-19
Task 11	Construction Administration	March-16 January-18	December-18 March-19
Task 12	Construction/Implementation Activities	March-16 January-18	December-18 March-19

Explanation of the PHASE2 Scope Changes

Again, in the course of delineating the PHASES, certain elements were removed or added based on the final determination of scope of work pertinent to PHASE1 and its construction completion in December 2017, and then continuation of construction under PHASE2 in January 2018. The relocation of the PG&E gas transmission line and the installation of sheet pile floodwalls will be completed under PHASE1. The relocation of the East Palo Alto Sanitary District line was removed from PHASE1 and added to PHASE2. The other changes are clarifications of items that were implicit in PHASE2 work based on the EIR, but had not been explicitly described in the Agreement. The additions, deletions and clarifications to the scope of work are listed below:

- ~~Relocate PG&E gas transmission line~~
- Relocate East Palo Alto Sanitary District line
- Construct O'Connor Street Pump Station tie-in
- Degrade and reconstruct ~~right~~ west bank levee
- Grade and fill ~~right~~ west bank levee downstream of Friendship Bridge
- Degrade existing ~~left~~ east bank levee
- Construct new ~~left~~ east bank set back levee
- Construct ~~left~~ east bank overflow terrace
- Construct pedestrian boardwalk at Friendship Bridge from retained eastern footing across the new marshplain terrace to the relocated east bank levee
- Widen the channel from Geng Road to San Francisco Bay and relocate excavated ~~deposited~~ sediments to marsh plain elevation
- Stabilize the new, regraded widened channel profile and associated marsh terraces
- Construct in-stream velocity refugial habitat for migrating fish at six locations
- Installation of Faber Marsh enhancements to include construction of five high-tide wildlife refugial islands and provide additional stability to the Faber Tract levee on the Bay
- ~~Install sheet pile floodwalls in upstream half of project reach~~
- Installation of restoration plantings on newly created levees, overflow terrace, marshplain and refugial islands

Explanation of the PHASE2 Budget Changes

Originally, when the PHASE2 budget was first developed, the total anticipated costs were \$28,792,300.00 and only \$1,044,351 in Grant Share had been requested for Budget Category D Construction/Implementation. However, with the creation of the PHASES and a clear delineation of scopes and schedules between the PHASES, the revised total cost for PHASE2 is now \$16, 830,300, with \$15,000,000 in Additional Cost Share removed, largely due to the removal of the flood walls and PG&E gas line relocation from PHASE2's scope of work. While Total Cost for PHASE2 is less, the construction and administrative costs have increased.

The increased construction costs can be predominantly attributed to the unanticipated discovery of nesting sites of Ridgway's Rail, an endangered species, and the abundance of Salt Marsh Harvest Mice encountered in the work extents of the PHASES. This requires additional avoidance measures and shorter work windows for the PHASES' construction and utility contractors, which resulted in the need to split several construction activities planned for a single construction season into three construction seasons. PHASE1 construction covers 2016 and 2017, and PHASE2 will cover 2018. This demobilization and remobilization for the contractor as well as maintenance of the construction site and overwintering environmental protective measures, have added significantly to costs associated with both PHASES.

The avoidance measures preclude construction during the Ridgeway's Rails' nesting season from March 1 to September 1 and the Project Permits do not allow construction activities in the channel after October 15 to protect in-migrating Steelhead. The result is a work window for a variety of PHASE2 construction activities that is reduced to 6 weeks for significant portions of the PHASE2 work site, hand-labor in highly sensitive areas, and weekend construction schedules with extra construction teams to maximize construction goals in these areas when possible.

For all of the above reasons, we are requesting an increase in Grant Share funding for PHASE2 of \$2,979,000 for Budget Category D Construction/Implementation to specifically cover additional construction costs associated with wildlife avoidance measures required to protect nesting Ridgway's Rail and resident Salt Marsh Harvest Mice, as well as the in-migrating Steelhead. It will also cover the relocation of the East Palo Alto Sanitary line, which previously was not part of the PHASE2 work.

As a result of additional coordination and oversight with associated administrative efforts among the many agencies and entities involved in the important and final PHASE2 work of the San Francisquito Creek Flood Damage Reduction and Ecosystem Restoration Capital Improvement Project, this letter also requests that an additional \$59,000 in Grant Share funds be allocated to Budget Category A: Direct Project Administration.

The proposed PHASE2 budgetary changes are illustrated in the following table:

Project No. 6 San Francisquito Creek Flood Damage Reduction and Ecosystem Restoration Capital Improvement Project, Phase 2				
Budget Category	Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
Direct Project Administration	\$ 41,000 \$100,000	—	—	\$ 41,000 \$100,000
Land Purchase/Easements	—	—	—	—
Planning/Design/Engineering/Environmental Documentation	—	—	—	—
Construction/Implementation	\$ 1,003,351 \$3,982,351	\$12,747,949	\$15,000,000 \$0	\$28,751,300 \$16,730,300
TOTAL	\$ 1,044,351 \$4,082,351	\$12,747,949	\$15,000,000 \$0	\$28,792,300 \$16,830,300

Project Benefits

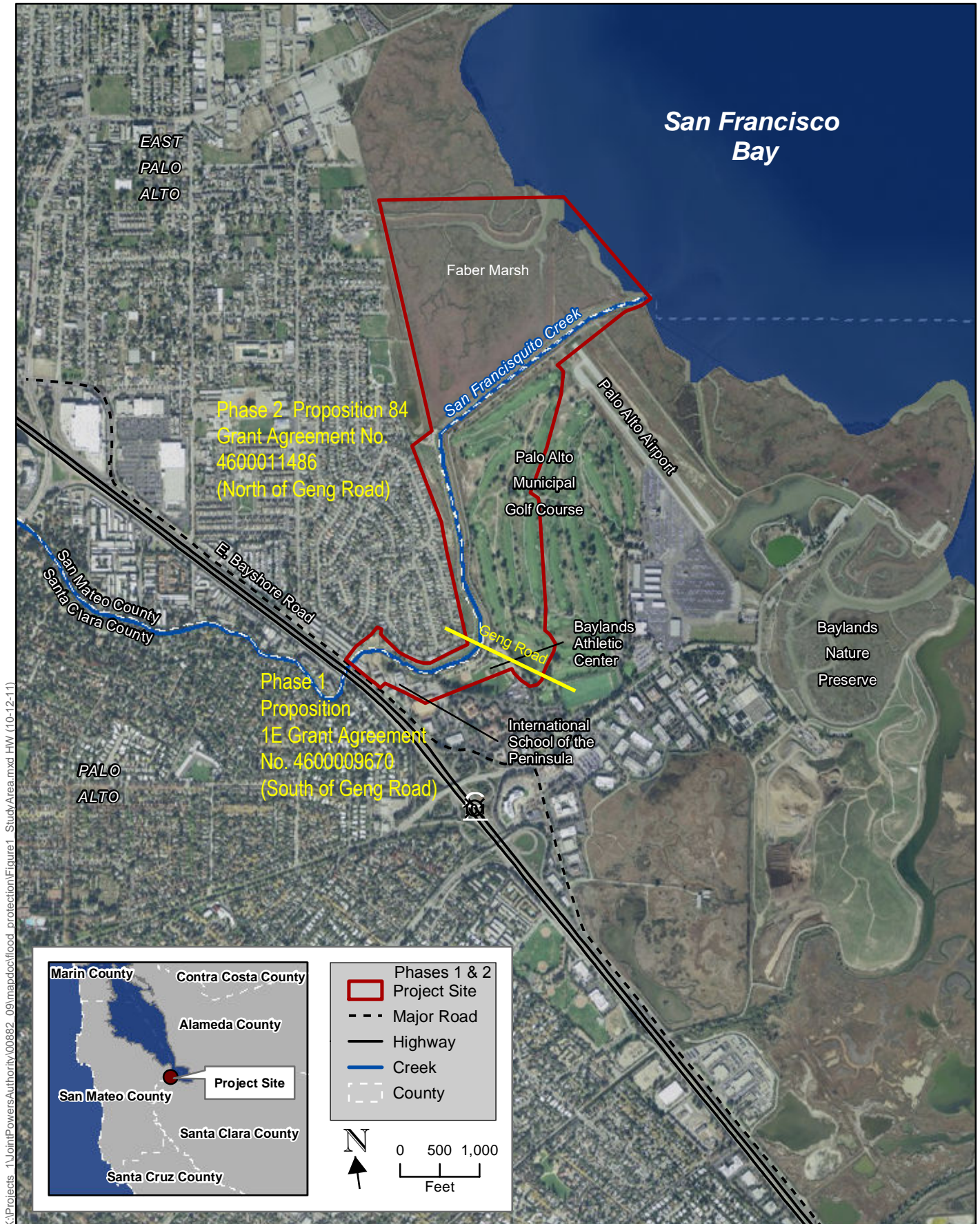
As described in the Grant Application for PHASE2, once complete and combined with PHASE1, will reduce flood damage due to Creek flooding for more than 1,300 properties. The PHASE2 tidal levee improvements will remove these properties from the FEMA floodplain, and PHASE2 will add 18 acres of new or improved mid-marsh habitat and low-marsh habitat. Additionally, high-tide refugial habitat for sensitive wildlife species will be created on the levee slope, along with increased refugial in-stream habitat and greater stability to the Faber Tract levee on the San Francisco Bay.

Thank you for considering our request. If you have any questions, please contact Kevin Murray, Senior Project Manager, at 650-324-1972 or kmurray@sfcjpa.org.

Sincerely,



Len Materman
 Executive Director



Phase 1 Key Construction Items - South of Geng Road

- Construction of Access Roads
- PG&E gas and electric relocation
- Flood Wall Installation
- Restoration Planting South of Geng Road
- Channel Widening
- Relocate Hydrant

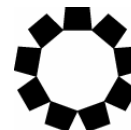
Phase 2 Key Construction Items - North of Geng Road

- Levee reconstruction and upgrades
- Restoration and Plant Establishment North of Geng Road
- Channel Widening
- East Palo Alto Sanitary Interceptor & Pump Station tie-in
- Wildlife Refugia Creation and Predator Deterrents
- Friendship Bridge Boardwalk

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ASSOCIATION OF BAY AREA GOVERNMENTS

Representing City and County Governments of the San Francisco Bay Area



ABAG

Date: September 14, 2017
To: ABAG Executive Board
From: Executive Director
Subject: **Appointment of Bradford Paul, MTC Deputy Executive Director, Local Government Services, as a Director of the 375 Beale Condominium Corporation**

Executive Summary

The 375 Beale Condominium Corporation has been organized as a nonprofit mutual benefit corporation to provide for the management, maintenance, and care of certain common areas and jointly used space and other functions and activities related to the four individual condominium units in the Bay Area Metro Center. At the inaugural meeting of the Board of Directors of the Corporation on June 27, 2017, four initial directors were named:

- Steve Heminger, Executive Director of the Metropolitan Transportation Commission (MTC), appointed by the Bay Area Headquarters Authority, the owner of Unit 1;
- Andrew Fremier, MTC Deputy Executive Director, Operations, appointed by MTC, the owner of Unit 2;
- Jack Broadbent, Chief Executive Officer for the Bay Area Air Quality Management District (BAAQMD) appointed by BAAQMD, the owner of Unit 3; and
- Bradford Paul, then-Acting Executive Director of ABAG, appointed by ABAG, the owner of Unit 4.

Section 3.02 of the Covenants, Conditions, and Restrictions for 375 Beale Street states that each Unit Owner shall have the right to appoint one director of the Board. As Bradford Paul is no longer the acting Executive Director of ABAG, it is necessary for ABAG to reappoint him to the directorship of the 375 Beale Condominium Corporation.

Recommended Action

The Executive Board is requested to approve the appointment of Bradford Paul, MTC Deputy Executive Director, Local Government Services, as a Director of the 375 Beale Condominium Corporation to represent the interests of ABAG in accordance with Section 3.02 of the Covenants, Conditions, and Restrictions for 375 Beale Street.

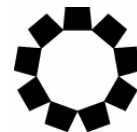


Steve Heminger

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ASSOCIATION OF BAY AREA GOVERNMENTS

Representing City and County Governments of the San Francisco Bay Area



ABAG

Date: September 14, 2017
To: ABAG Executive Board
From: Executive Director
Subject: **Notification of Personnel Reassignment**

Executive Summary

Pursuant to the Contract for Services (CS), the ABAG Executive Board is to be notified of any changes for Transitioned Employees 30 days before any action is taken as outlined in section 6.3 of the CS below.

6.3 Changes in Employment Status

During the first fiscal year after the Effective Date, prior to making any employment change (including but not limited to termination, reassignment, or promotion) with respect to any Transitioned Employee, MTC will provide the ABAG Executive Board with 30 days prior written notice of the intended change before any action is taken. No Transitioned Employee may be terminated, reassigned, or promoted during such period without prior written notice to the ABAG Executive Board and the affected LCP, if applicable.

The webmaster position was originally assigned to MTC's Legislative and Public Affairs Section (LPA). Upon further consideration, it is determined that this position's responsibilities more clearly align with the work assigned to the Technology Services Section (TSS). As such, this position will be reassigned in 30 days to TSS and the positions duties will remain unchanged and consistent with the position's job requirements.

Recommended Action

This is an information item. Pursuant to the CS the Executive Board is formally notified of the reassignment of the transitioned webmaster position from LPA to TSS in 30 days.

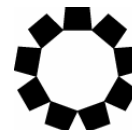
A handwritten signature in blue ink, appearing to read 'Steve Heminger', is written over a horizontal line.

Steve Heminger

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ASSOCIATION OF BAY AREA GOVERNMENTS

Representing City and County Governments of the San Francisco Bay Area



ABAG

AGENDA

LEGISLATION AND GOVERNMENTAL ORGANIZATION COMMITTEE

Thursday, September 21, 2017, 4:30 p.m. to 5:00 p.m.

Location:

Bay Area Metro Center
Board Room
375 Beale Street
San Francisco, California

Committee Members:

Scott Haggerty, Supervisor, County of Alameda—*Chair*
David Cortese, Supervisor, County of Santa Clara—*Ex officio*
Dave Hudson, Vice Mayor, City of San Ramon
Karen Mitchoff, Supervisor, County of Contra Costa
Julie Pierce, Councilmember, City of Clayton—*Ex officio*
David Rabbitt, Supervisor, County of Sonoma—*Ex officio*
Greg Scharff, Mayor, City of Palo Alto

The ABAG Legislation and Governmental Organization Committee may act on any item on this agenda.

Agenda and attachments available at <http://abag.ca.gov/meetings/legislation.html>

This meeting is scheduled to be webcast live at <http://abag.ca.gov/meetings/legislation.html>

For information, contact Fred Castro, Clerk of the Board, at (415) 820 7913.

1. CALL TO ORDER / ROLL CALL / CONFIRM QUORUM

2. PUBLIC COMMENT

INFORMATION

3. COMMITTEE ANNOUNCEMENTS

INFORMATION

4. APPROVAL OF ABAG LEGISLATION AND GOVERNMENTAL ORGANIZATION COMMITTEE SUMMARY MINUTES OF MEETING ON JULY 20, 2017

ACTION

Attachment: Summary Minutes of July 20, 2017

ABAG Legislation and Governmental Organization Committee

September 21, 2017

Page 2

5. REPORT ON LEGISLATIVE HISTORY

INFORMATION

Rebecca Long, Manager, Government Relations

Attachment: MTC/ABAG Legislative History Matrix

6. REPORT ON HOUSING LEGISLATION

INFORMATION

Georgia Gann Dohrman, Associate Manager, Government Relations

Attachments: Memo Housing Legislation Update; Bill Summaries and Analyses

7. ADJOURNMENT

The next regular meeting of the ABAG Legislation and Governmental Organization Committee is on November 16, 2017.

Submitted:

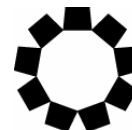
Randy Rentschler
Director, Legislation and Public Affairs

Date Submitted: September 6, 2017

Date Posted: September 14, 2017

ASSOCIATION OF BAY AREA GOVERNMENTS

Representing City and County Governments of the San Francisco Bay Area



ABAG

AGENDA

FINANCE AND PERSONNEL COMMITTEE

Thursday, September 21, 2017, 5:00 p.m. to 6:00 p.m.

Location:

Bay Area Metro Center
Board Room
375 Beale Street
San Francisco, California

Committee Members:

Karen Mitchoff, Supervisor, County of Contra Costa—*Chair*
Annie Campbell Washington, Councilmember, City of Oakland
David Cortese, Supervisor, County of Santa Clara—*Ex officio*
Pradeep Gupta, Mayor, City of South San Francisco
Scott Haggerty, Supervisor, County of Alameda
Erin Hannigan, Supervisor, County of Solano
Julie Pierce, Councilmember, City of Clayton—*Ex officio*
David Rabbitt, Supervisor, County of Sonoma—*Ex officio*
Greg Scharff, Mayor, City of Palo Alto—*Vice Chair*

The ABAG Finance and Personnel Committee may act on any item on this agenda.

Agenda and attachments available at <http://abag.ca.gov/meetings/financepersonnel.html>

*This meeting is scheduled to be webcast live at
<http://abag.ca.gov/meetings/financepersonnel.html>*

For information, contact Fred Castro, Clerk of the Board, at (415) 820 7913.

1. CALL TO ORDER / ROLL CALL / CONFIRM QUORUM

2. PUBLIC COMMENT

INFORMATION

3. COMMITTEE ANNOUNCEMENTS

INFORMATION

ABAG Finance and Personnel Committee

September 21, 2017

Page 2

4. APPROVAL OF ABAG FINANCE AND PERSONNEL COMMITTEE SUMMARY MINUTES OF MEETING ON JULY 20, 2017

ACTION

Attachment: Summary Minutes of July 20, 2017

5. REPORT ON FINANCIAL REPORTS FOR JUNE 2017

INFORMATION

Attachment: None

6. REPORT ON FINANCIAL REPORTS FOR JULY 2017 (UNAUDITED)

INFORMATION

Attachment: Memo Financial Reports July 2017

7. REPORT ON FINANCIAL INVESTMENTS FOR JULY 2017

INFORMATION

Attachments: Memo Financial Investments; Report

8. REPORT ON LOCAL COLLABORATION PROGRAMS

INFORMATION

Attachment: Memo Local Collaboration Programs

9. REVISION TO JUNE 30, 2017 AMENDMENT TO EMPLOYMENT AGREEMENT FOR KENNETH MOY TO ADD DENTAL AND VISION INSURANCE

ACTION

Attachment: Memo Legal Counsel Amendment

10. ADJOURNMENT

The next regular meeting of the ABAG Finance and Personnel Committee is on November 16, 2017.

Submitted:

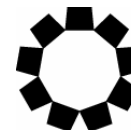
Brian Mayhew
Chief Financial Officer

Date Submitted: September 6, 2017

Date Posted: September 14, 2017

ASSOCIATION OF BAY AREA GOVERNMENTS

Representing City and County Governments of the San Francisco Bay Area



ABAG

Date: September 14, 2017

To: ABAG Executive Board
ABAG Finance and Personnel Committee

From: Executive Director

Subject: **Revision to June 30, 2017 Amendment to Employment Agreement for Kenneth Moy to Add Dental and Vision Insurance**

Background

The Employment Agreement dated May 16, 1996 between the Association of Bay Area Governments (ABAG) and Kenneth K. Moy (Moy), with the First Amendment (amendment) dated June 30, 2017 and effective July 1, 2017, specified changes to the employment terms and duties for Moy following the execution of the Contract for Services (CS) between the Metropolitan Transportation Commission (MTC) and ABAG, the separation of all other ABAG employees, and the consolidation and employment of former ABAG operations and employees at MTC.

Revision to June 30, 2017 Amendment

Moy remains the only employee of ABAG and the amendment outlines his stated services and responsibilities with employment terminating on January 5, 2018.

Regarding Moy's benefits the amendment stated "Moy will continue to receive the benefits he received as an ABAG employee except that (a) ABAG will not be able to provide dental or vision benefits and (b) Moy's accrual of vacation and sick leave will be prorated at 75%."

It has been determined that ABAG dental and vision insurance plans will be continued through the term of Moy's employment for ABAG retirees, therefore it is now possible to provide Moy dental and vision insurance per ABAG benefit policy if the ABAG Executive Board desires to offer such insurance.

Revision to Amendment to Employment Agreement

September 14, 2017

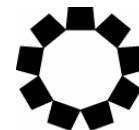
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Recommended Action

The Finance and Personnel Committee is requested to recommend Executive Board authorization to revise the June 30, 2017 Amendment to the Employment Agreement for Kenneth K. Moy to add dental and vision insurance.



Steve Heminger



Date: September 14, 2017
To: ABAG Executive Board
From: Executive Director
Subject: **Update on ABAG's Local Collaboration Programs**

Since the staff consolidation last July, our combined staff has been addressing numerous challenges, particularly regarding the reconciliation of past business practices at ABAG and its Local Collaboration Programs (LCPs) with the financial and management practices at MTC. Those LCPs are well served by this larger staff and the depth of experience, knowledge and resources it brings to ABAG programs. This memo provides some highlights of what has been happening with each of the ABAG Local Collaboration Programs since the transition began.

San Francisco Estuary Partnership

The biennial *State of the Estuary Conference* is coming up October 10-11 in Oakland. In the past, ABAG relied on several of its communications and administrative staff to organize the conference, from creating pre-conference invitations and on-line registration to staffing registration tables at the conference itself. This year, those former ABAG staff members are now part of a larger effort within MTC's Legislation and Public Affairs department that will support the conference.

SFEP launched a new website in June, incorporating more modern technology that allows content to be presented in new and improved ways. SFEP's Comprehensive Conservation and Management Plan (CCMP) for the San Francisco Bay Estuary, recently renamed the *Estuary Blueprint*, provides a foundation for the website. SFEP's signature projects and programs are organized under *Estuary Blueprint* goals. See: www.sfestuary.org

Recently, the Deputy Executive Director for Local Government Services attended an SFEP Implementation Committee meeting. The Committee works with Director Caitlin Sweeney to coordinate implementation of the *Estuary Blueprint*, help set priorities for the Partnership's work and approve annual work plans and budgets. It is made up of representatives from local, state and federal agencies, business, industry and environmental organizations.

Amy Hutzel, Deputy Director for the CA Coastal Conservancy, chairs the Committee. At the last meeting, staff reported on progress to date on a number of the *Estuary Blueprint's* 32 ACTIONS FOR A HEALTHY RESILIENT ESTUARY. They also reported on new and upcoming grants.

Update on ABAG's Local Collaboration Programs

September 14, 2017

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Finally, I have asked to meet with the entire SFEP staff soon to not only learn first hand about the important work they are doing, but also to learn about what additional work they might want to do if they had the authority and resources to do so in the future.

ABAG Finance Authority for Nonprofit Authority/Advancing California Finance Authority

As Brian Mayhew explained at the last Executive Board meeting, he and his finance staff are focused on two related efforts, organizing all records of the existing FAN portfolio and entering them into MTC's financial systems and setting up the new Finance Authority to be known as Advancing CA Finance Authority (ACFA).

FAN Portfolio. For the past few months, staff has been organizing binders for each of the 150 deals in FAN's existing portfolio and has consolidated them in one place. More recently, we contracted with Sperry Capital to review each file to verify completeness, including the most recently completed compliance reports, in order to identify any potential liabilities. Sperry is now creating a single, easy to read matrix that contains all relevant information on each deal and allows us to sort deals by type of transaction (public, private, affordable housing tax credit deal, CFD), project type (housing, schools, health clinics, infrastructure) and which transactions are the most likely candidates for refinancing. This work is almost done.

Setting up ACFA. Staff is also working on creating and vetting the various documents needed to set up ABAG's new finance authority (ACFA). These include JPA bylaws and a new governance structure (subset of ABAG's Finance & Personnel Committee), Issuance Guidelines, Fee Structure, Marketing Plan, etc.

FAN Executive Committee Chair Chuck Lomeli (Treasurer/Tax Collector/County Clerk for Solano County) recently met with Brian Mayhew, Brad Paul, Ken Moy and myself to go over staff's proposed plans for putting the FAN portfolio in run out mode and setting up the new ACFA. He committed to staying on as Chair of the FAN Executive Committee, the body that will also serve as ACFA's new Credit Committee.

Finally, as stated at the last Executive Board meeting, we remain committed to setting up ACFA by the end of October, as called for in the Contract for Services. This month, several staff members will be attending the California League of Cities conference in Sacramento, Sept. 13-14. ABAG will have an exhibit booth there that will highlight the benefits of staff consolidation as well as the services ABAG continues to provide local jurisdictions through ABAG's Local Collaboration Program's, including BayREN, POWER, SFEP and the soon to be ACFA. Our graphics staff prepared the materials for the ABAG booth. Please stop by if you are at the conference.

ABAG Publicly Owned Energy Resources

ABAG Publicly Owned Energy Resources (ABAG POWER) is a joint powers authority comprised of public entity members located within PG&E's service territory. It currently a) purchases natural gas on behalf of its members, b) secures pipeline capacity needed to transport the natural gas from its source to POWER members; c) bills members for both POWER's gas commodity charges and PG&E transport charges, and d) complies with relevant CPUC state regulations.

Update on ABAG's Local Collaboration Programs

September 14, 2017

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MTC's Deputy Executive Director for Local Government Services oversees the POWER program and staff. Over the past few months, he has become even more knowledgeable about how ABAG POWER buys natural gas for its members and how its twin goals of pricing stability and saving money play into those decisions.

Jerry Lahr, POWER's program director, has been working closely with our finance staff and contracting team to develop new procedures that allow him to continue to contract for natural gas in a timely way while also conforming with MTC's contracting practices. At a recent POWER board meeting, staff presented a draft memo discussing ways POWER's gas buying strategy might be modified to improve cost savings, maintain pricing stability and expand the program. A fuller discussion of this will take place at POWER's next board meeting on October 26th.

Bay Area Regional Energy Network

The Bay Area Regional Energy Network (BayREN) implements a portfolio of energy efficiency programs across the region. ABAG, through the Contract for Services, serves as the program administrator of this 10 member association that includes ABAG and nine Bay Area counties. Funding comes from the state's utility ratepayers under the auspices of the California Public Utilities Commission (CPUC). BayREN is one of two Regional Energy Networks in California.

BayREN staff has worked closely with MTC's finance department to better align its contracting procedures with MTC's. While it has been a challenge, given the complex set of stakeholders (CPUC, PG&E, nine counties, several cities, contractors) and programs (single family and multifamily rebate programs, technical assistance, financing/loans), we are making steady progress and have made sure there were no disruptions to their programs during this process.

BayREN continues to find ways to collaborate with other regional agencies and MTC departments. BayREN, together with BAAQMD and BARC, just completed a Solar Ordinance Toolkit. Outreach on this will commence in September. BayREN is also co-sponsoring a September workshop with the consolidated planning staff's resilience team called Energy Planning: Implementing Microgrids as a Resilience Strategy.

As part of its business plan, BayREN has been working to expand its on-bill water savings pilot program (formerly known as PAYS) to allow for greater participation across the region. In Windsor, where the program started, single family homes saw a 20% reduction in water usage, multifamily units saw a 30% reduction. Staff are now looking at ways that ACFA might play a role in the future as a result of pending state legislation (SB564 – the Water Bill Savings Act) that the Governor is likely to sign. Once we have thoroughly vetted this idea across program areas and with MTC's finance department, we will bring it back to the Executive Board for discussion and feedback.

ABAG Pooled Liability Assurance Network

Established in 1986, PLAN was initially staffed by contractors—a contract risk manager and third party claims administrator—with ABAG acting as fiscal agent. In 1989, ABAG brought the claims administration function in-house and hired a full time risk manager in the 1990's.

Several years ago, Risk Manager Jim Hill helped PLAN's board analyze the pros and cons of contracting out ABAG's claims adjustment department (five employees) to York Financial

Update on ABAG's Local Collaboration Programs

September 14, 2017

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Services. A number of those employees were offered jobs at York when the transition took place in mid-2014.

Two years ago, reacting to the uncertainty of consolidation, PLAN's board asked Jim Hill to solicit bids from private contractors to do the work of the remaining five PLAN staff. He received 5 proposals from third party administrators. Bickmore Financial scored highest on performance and experience, and their bid was \$500,000 less than using the consolidated staff.

At its June Board meeting, the PLAN board voted to negotiate with Bickmore to transition the work of the five remaining PLAN/consolidated staff to Bickmore over the next 180 days. They also stated that transferring fiscal sponsorship of PLAN over to Bickmore, if they decided to do that as well, might take a little longer.

Recently, staff spoke with San Bruno City Attorney Mark Zafferano, PLAN's board chair, and asked him to prepare a memo to us summarizing PLAN's decision, what steps had been taken so far, what steps remain and a timeline to complete this process. We also asked him to share with us PLAN's thinking on transitioning fiscal agent responsibilities and what that timeline looks like. He agreed to prepare such a memo in the next week or so.

There are currently five members of the consolidated staff serving PLAN's Risk Management Pool. Bickmore agreed to interview them, those interviews have been completed and staff is waiting to hear back. We also asked these five people to provide updated resumes to our HR department to be considered for other jobs within MTC that would be a good fit with their interests and experience. Our priority is placing all of these transitioned employees into gainful employment if they wish to do so.



Steve Heminger

Executive Board

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David Cortese, Supervisor, County of Santa Clara—*Immediate Past President*

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Greg Scharff, Mayor, City of Palo Alto

Trish Spencer, Mayor, City of Alameda

Norman Yee, Supervisor, City and County of San Francisco

William Kissinger, Board Member, San Francisco Bay Regional Water Quality Control Board—
Advisory Member

Alternates

Jesse Arreguin, Mayor, City of Berkeley

Sylvia Arenas, Councilmember, City of San Jose

Laurel Arvanitidis, Industry Programs, Economic and Workforce Development, City and County
of San Francisco

Mary-Lynne Bernald, Councilmember, City of Saratoga

Elizabeth Brekhus, Councilmember, City of Ross

Monica Brown, Supervisor, County of Solano

Diane Burgis, Supervisor, County of Contra Costa

Tom Butt, Mayor, City of Richmond

Catherine Carlton, Councilmember, City of Menlo Park

Keith Carson, Supervisor, County of Alameda

Chris Clark, Councilmember, City of Mountain View

Julie Combs, Councilmember, City of Santa Rosa

Damon Connolly, Supervisor, County of Marin

John Dunbar, Mayor, Town of Yountville

John Gioia, Supervisor, County of Contra Costa

Susan Gorin, Supervisor, County of Sonoma

Ryan Gregory, Supervisor, County of Napa

Dan Kalb, Councilmember, City of Oakland

Johnny Khamis, Councilmember, City of San Jose

Tam Nguyen, Councilmember, City of San Jose

Andres Power, Senior Advisor, Office of the Mayor, City and County of San Francisco

AnMarie Rodgers, Senior Policy Advisor, Planning, City and County of San Francisco

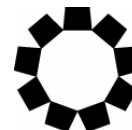
Carlos Romero, Councilmember, City of East Palo Alto

Pedro (Pete) Sanchez, Mayor, City of Suisun City
Joseph Simitian, Supervisor, County of Santa Clara
Roy Swearingen, Mayor, City of Pinole
Richard Valle, Supervisor, County of Alameda
Mike Wasserman, Supervisor, County of Santa Clara

Terry Young, Chair, San Francisco Bay Regional Water Quality Control Board—*Advisory Member*

7/5/17

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MEETING SCHEDULE 2017

Approved by the Executive Board: November 17, 2016

For meeting date and time and location, see meeting notice, agenda and attachments available at <http://www.abag.ca.gov/>

For information, contact Fred Castro, Clerk of the Board, at (415) 820 7913.

General Assembly

Date: Monday, January 30
10:00 a.m. to 3:00 p.m.

Location: Bay Area Metro Center, 375 Beale Street, Yerba Buena Conference Room,
San Francisco

General Assembly and Business Meeting

Date: Monday, June 5
Time: 10:00 a.m. to 3:00 p.m.

Location: Bay Area Metro Center, 375 Beale Street, Yerba Buena Conference Room,
San Francisco

Executive Board

Dates: Thursday, January 19
Thursday, February 16
Thursday, March 16
Thursday, May 18
Thursday, July 20
Wednesday, July 26 (special joint meeting with MTC)
Thursday, September 21
Thursday, November 16

Time: 7:00 p.m. to 10:00 p.m.

Location: Bay Area Metro Center, 375 Beale Street, Board Room, San Francisco

Legislation and Governmental Organization Committee

Dates: *See Executive Board Schedule*

Time: 4:00 p.m. to 5:00 p.m.

Location: Bay Area Metro Center, 375 Beale Street, Board Room, San Francisco

Finance and Personnel Committee

Dates: *See Executive Board Schedule*

Time: 5:00 p.m. to 6:00 p.m.

Location: Bay Area Metro Center, 375 Beale Street, Board Room, San Francisco

Administrative Committee

Dates: *Special meetings scheduled as needed.*

Regional Planning Committee

Dates: Wednesday, February 1
Wednesday, April 5
Wednesday, June 7
~~Wednesday, August 2 (cancelled)~~
Wednesday, October 4
Wednesday, December 6

Time: 12:00 p.m. to 3:00 p.m.

Location: Bay Area Metro Center, 375 Beale Street, Yerba Buena Conference Room,
San Francisco

Contact: Wally Charles, Administrative Secretary, Planning, (415) 820 7993,
wallyc@abag.ca.gov