

First Amended Agreement for Northern Sonoma County Water Conservation Program (Proposition 84, Round 3)

This first amended agreement (“First Amended Agreement” or “Agreement”) is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California (“Sonoma Water”) and **City of Santa Rosa**, a government agency (“City”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Article 8 (Term of Agreement).

RECITALS

- A. The purpose of the Northern Sonoma County Water Conservation Program (“Program”) is to reduce demands, increase local resiliency, and expand water conservation programs for water utilities in northern Sonoma County that have been affected by drought conditions. The Program will provide rebates and direct customer education on water efficiency. High levels of participation are expected based on past programs. The Program expands the Sonoma-Mendocino Immediate Drought Relief Project.
- B. The Integrated Regional Water Management Grant Program, administered by the California Department of Water Resources, provides funding for programs that assist local public agencies to meet long-term water needs of the state, including the delivery of safe drinking water and the protection of water quality and the environment. This Program is financed under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, administered by the State of California, Department of Water Resources (“State”).
- C. Entities participating in the grant include, but are not limited to, City of Santa Rosa, City of Rohnert Park, City of Cotati, Town of Windsor, Sweetwater Springs, County of Sonoma Transportation and Public Works, City of Cloverdale, and City of Healdsburg, as well as residents on private wells.
- D. Sonoma Water was awarded \$475,031 by the State to administer and implement the Program for Participating Agencies. Participating Agencies and Sonoma Water have committed to provide an additional \$577,028 in non-State matching funds, for a total project cost of \$1,052,059.
- E. The participating entities are committed to water use efficiency to ensure adequate water supply during future drought periods.
- F. Grant reporting from other participating entities indicates that a portion of funding allotted to those entities has not been used. City can use this funding on measures already completed by reallocating funding. This first amended agreement modifies the not-to-exceed amount to reflect total available funds and extends the agreement term.

- G. In addition, this First Amended Agreement changes occurrences of “Water Agency” to “Sonoma Water.”
- H. This First Amended Agreement supersedes all previous agreements between the parties.
- In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. RECITALS

- 1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

- 2.1. The following exhibits are attached hereto and incorporated herein:
- a. Exhibit A: Program Scope
 - b. Exhibit B: Schedule of Reimbursable Program Costs
 - c. Exhibit B-1: Amended Schedule of Reimbursable Program Costs
 - d. Exhibit C: Insurance Requirements
 - e. Exhibit D: Grant Award Documents for FP-00101 (Section D - Standard Conditions from Grant Agreement No. 4600011484)
 - f. Exhibit E: Quarterly Reporting Form

3. DEFINITIONS:

- 3.1. For the purposes of this Agreement, the following terms and definitions shall be used:
- a. Participants. City-approved water customers who apply to participate in Program Measures as described in Exhibit A.
 - b. Grant-Funded Measures. Water conservation incentives described in Exhibit A that are funded by Department of Water Resources Proposition 84 grant.
 - i. City-run Programs. Grant Funded Measures in Exhibit A that the City will implement.
 - ii. Sonoma Water-run Programs. Grant Funded Measures in Exhibit A that Sonoma Water will implement on behalf of the City.

4. CITY'S RESPONSIBILITIES

- 4.1. *City's Specified Scope of Work:* City shall perform the tasks in Exhibit A (Program Scope), within the times or by the dates provided for in Exhibit A. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.
- 4.2. *Match Funds:* Grant terms require City to provide match funding in the amount listed in Exhibit B. Match expenses must be incurred after January 17, 2014.

- 4.3. *Quarterly Reports:* City shall provide quarterly reports of the in-kind services performed, in a format provided by Sonoma Water, (attached as Exhibit E). Reports shall be submitted to Sonoma Water on or before the first day of the months of April, July, October, and January.
- 4.4. *Communication:* City shall provide regular communication monthly via email or phone with Sonoma Water Representative on budget tracking and other issues as required.
- 4.5. *Program Monitoring:* City shall provide access to work sites, records, programs or procedures in order to ensure compliance with terms and conditions of the Grant agreement.
- 4.6. *State or Grant Funding:* City is informed and aware that this Agreement is funded by a grant from the California Department of Water Resources (State) Proposition 84 Integrated Regional Water Management Implementation Grant Agreement No. 4600011484 , which grant is conditioned upon various terms that apply to City. City has reviewed the grant award documents attached hereto as Exhibit D (Grant Award Documents) and hereby agrees to comply with them to the extent they apply to a subrecipient.

5. SONOMA WATER'S RESPONSIBILITIES

- 5.1. *Coordination and Grant Administration:* Sonoma Water shall coordinate, document, invoice, and report as required by the grant terms, including the Programs described in Exhibit A.
- 5.2. Sonoma Water shall submit quarterly invoices for these services to City
- 5.3. *Disbursement of Grant Funds:* Sonoma Water shall disburse funds per grant guidelines.

6. COORDINATION

- 6.1. *Coordination:* City shall cooperate with Sonoma Water in the performance of all work hereunder. City shall coordinate the work with Sonoma Water’s Project Manager. Contact information and mailing addresses:

| Sonoma Water | City |
|--|---|
| Project Manager: Kris Loomis Phone: (707) 524-1165 Email: Kris.Loomis@scwa.ca.gov Grant Manager: Joan Hultberg Phone: 707-547-1902 Email: joan.hultberg@scwa.ca.gov 404 Aviation Boulevard | Contact: Claire Nordlie Phone: (707) 543-3962 Email: CNordlie@srcity.org 69 Stony Circle |

| Sonoma Water | City |
|--|---|
| Santa Rosa, CA 95403-9019 | Santa Rosa, CA 95401 |
| <p data-bbox="532 239 774 270">Remit invoices to:</p> <p data-bbox="407 279 899 390">Accounts Payable Same address as above or Email: ap_agreements @scwa.ca.gov</p> <p data-bbox="521 401 786 432">Remit payments to:</p> <p data-bbox="407 441 842 552">Justin Adalio Same address as above Email: Justin.adalio@scwa.ca.gov</p> | <p data-bbox="1040 239 1305 270">Remit payments to:</p> <p data-bbox="927 279 1227 310">Same address as above</p> <p data-bbox="1052 401 1294 432">Remit invoices to:</p> <p data-bbox="927 441 1227 472">Same address as above</p> |

7. PAYMENT

- 7.1. *Program Maximum Obligations:* City’s obligation under this Agreement shall not exceed the amount listed in Exhibit B. Sonoma Water anticipates receiving a maximum of \$475,031 in grant funding for all participating entities.
 - a. *Sonoma Water-run Programs:* Estimated amount for Sonoma Water-run Programs: \$0.
 - b. *City-run Programs:* Estimated amount for City -run Programs is detailed in Exhibit B.
 - c. *Estimated Amounts:* Estimated amounts in Paragraphs 7.1.a and 7.1.b may be adjusted, as mutually agreed in writing by the parties using the Amended Schedule of Costs (Exhibit B-1), provided total cost does not exceed \$475,031 for all participating entities.

- 7.2. *Method of Payment:* City shall be paid in accordance with the following terms:
 - a. City shall be paid in accordance with Exhibit B (Schedule of Reimbursable Program Costs). Labor rates for staff time will reimbursed at the rates eligible under the grant. Expenses not expressly authorized by the Agreement shall not be reimbursed.
 - b. City shall not be entitled to any additional payment for any expenses incurred in completion of the services.
 - c. City will be reimbursed for Program expenditures when grant funds become available. Sonoma Water will distribute payments to City according to grant guidelines. (Total match funds required by Program must be reported before grant funding is disbursed.)

- 7.3. *Invoices:* City shall submit its bills in arrears on a quarterly basis, based on work completed for the prior period.

- 7.4. *Quarterly Reports with Invoices:* Payment of invoices is subject to receipt of quarterly reports; format provided in Exhibit E.

- 7.5. *Excess Costs:* If the Program costs exceed the total amount described in this Agreement for City–run Programs, City shall pay for materials and services. Excess costs will be reported as additional matching funds for the grant and are not eligible for additional grant reimbursement

8. TERM OF AGREEMENT

- 8.1. The term of this Agreement shall commence on January 17, 2014 (“Effective Date”) and end on August 31, 2021 , unless terminated earlier in accordance with the provisions of Article 9 (Termination).

9. TERMINATION

- 9.1. *Authority to Terminate:* Sonoma Water’s right to terminate may be exercised by Sonoma Water's General Manager.
- 9.2. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should City fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Sonoma Water may immediately terminate this Agreement by giving City written notice of such termination, stating the reason for termination.
- 9.3. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, City shall, within 14 days following the date of termination, deliver to Sonoma Water all reports, and other data or documents, in whatever form or format, assembled or prepared by City or City’s subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 12.9 and shall submit to Sonoma Water an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 9.4. *Payment Upon Termination:* Upon termination of this Agreement by Sonoma Water, City shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by City bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then City shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate. and further provided, however, that if Sonoma Water terminates the Agreement for cause pursuant to Paragraph 9.2, Sonoma Water shall deduct from such amounts the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by City.

- 9.5. *Termination for Non-Appropriation:* Sonoma Water may terminate this Agreement at any time, upon giving City thirty (30) days written notice, for any of the following reasons:
- a. Sonoma Water has exhausted all funds legally available for payments to become due under this Agreement;
 - b. Funds which have been appropriated for purposes of this Agreement are withheld and are not made available to Sonoma Water;
- 9.6. *Change in Funding:* City understands and agrees that Sonoma Water shall have the right to terminate this Agreement immediately upon written notice to City in the event that (1) any state or federal agency or other funder reduces, withholds or terminates funding which the Sonoma Water anticipated using to pay City for services provided under this Agreement or (2) Sonoma Water has exhausted all funds legally available for payments due under this Agreement.

10. INDEMNIFICATION

- 10.1. City agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency and the State of California, and to indemnify, hold harmless, and release Sonoma County Water Agency and the State of California, their officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, that arise out of, pertain to, or relate to City's or its agents', employees', contractors', subcontractors', or performance or obligations under this Agreement. City agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency or the State of California based upon a claim relating to City's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. City's obligations under this Article 10 apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency or the State of California, but, excluding liability due to conduct of Sonoma County Water Agency or the State of California. Sonoma County Water Agency and the State of California shall have the right to select their legal counsel at City's expense, subject to City's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for City or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

11. INSURANCE

- 11.1. With respect to performance of work under this Agreement, City shall maintain and shall require all of its subcontractors, consultants, to maintain, insurance as described in Exhibit C (Insurance Requirements).

12. **EXTRA OR CHANGED WORK**

- 12.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. The parties expressly recognize that Sonoma Water personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of City to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter City shall be entitled to no compensation whatsoever for the performance of such work. City further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of Sonoma Water.
- 12.2. *Labor Code Compliance:* City shall 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 Labor Code, including any payments to the Department of Industrial Relations under Labor Code §1771.3.
- 12.3. *Nondiscrimination:* During the performance of this Agreement, City and its 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. City and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. City and its 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.
- 12.4. *Workers' Compensation:* Consultant 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 Consultant affirms that it will comply with such provisions before commencing the performance of the work under this

Agreement and will make its contractors and subcontractors aware of this provision.

- 12.5. *No Suspension or Debarment:* City warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. City also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.
- 12.6. *Accounting, Audits, and Records Maintenance:* City shall 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 Sonoma Water and State at any and all reasonable times. All records of City or its subcontractor shall be preserved for the purpose of State audits for at least three (3) years after project completion or final billing, whichever comes later.
- 12.7. *Inspections:* Sonoma Water and State shall have the right to inspect the work being performed at any and all reasonable times, providing a minimum of 24-hour notice, during the term of this Agreement. City acknowledges that Program documents may be subject to the Public Records Act (California Government Code Section 6250 et. seq.). Sonoma Water and State shall have the right to inspect these documents at any and all reasonable times after completion of the Program to ensure compliance with the terms and conditions of this Agreement. During regular office hours, Sonoma Water and State shall have the right to inspect and to make copies of any books, records, or reports of the City relating to this Grant Agreement. City shall maintain and shall make available at all times for such inspection accurate records of its costs, disbursements, and receipts with respect to its activities under this Agreement. Failure or refusal by City to comply with this provision shall be considered a breach of this Grant Agreement, and Sonoma Water may withhold disbursements to City or take any other action it deems necessary to protect its interests.
- 12.8. *Drug-Free Workplace Certification (Certification of Compliance):* By signing this Agreement, City, its subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).

- b. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. City’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 section 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Agreement:
 - i. Will receive a copy of City’s drug-free policy statement, and
 - ii. Will agree to abide by terms of City’s condition of employment, contract or subcontract.
- 12.9. *Ownership of Work Product:* All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by City or City’s subcontractors, and consultants, in connection with this Agreement, shall be the property of Sonoma Water. City shall deliver such materials to Sonoma Water upon request in their final form and format. Such materials shall be and will remain the property of Sonoma Water without restriction or limitation. Document drafts, notes, and emails of City and City’s subcontractors, and consultants shall remain the property of those persons or entities.

13. DEMAND FOR ASSURANCE

- 13.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. “Commercially reasonable” includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 13 limits Sonoma Water’s right to terminate this Agreement pursuant to Article 9 (Termination).

14. ASSIGNMENT AND DELEGATION

- 14.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 14.2. *Subcontracts:* Notwithstanding the foregoing, City may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement.
- 14.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 14.2 will be utilized, City may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 14.2. The following provisions apply to any subcontract entered into by City other than those listed in Paragraph 14.2 above:
- a. Prior to entering into any contract with subconsultant, City shall obtain Sonoma Water approval of subconsultant. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Sonoma Water and the State of California in substantially the same form as that contained in Article 10, (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.
- 14.4. *Summary of Subconsultants' Work:* City shall provide Sonoma Water with a copy of subconsultant contract and summary of work performed by subconsultants with each invoice submitted under Paragraph 7.3. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

15. MISCELLANEOUS PROVISIONS

- 15.1. *No Bottled Water:* In accordance with Sonoma Water Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Sonoma Water funding shall be used to purchase single-serving, disposable water bottles for use in Sonoma Water facilities or at Sonoma Water-sponsored events. This restriction shall not apply when potable water is not available.
- 15.2. *No Waiver of Breach:* The waiver by Sonoma Water of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

- 15.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. City and Sonoma Water acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. City and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 15.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 15.5. *No Third-Party Beneficiaries:* Except as provided in Article 10 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 15.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the city of Santa Rosa, in the County of Sonoma.
- 15.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 15.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 15.9. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 15.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.

By: _____
Sonoma Water Division Manager -
Administrative Services

Approved as to form:

Approved as to form by City Attorney:

By: _____
Adam Brand, Deputy County Counsel

By: _____
City Attorney

Insurance Documentation is on file with
Sonoma Water

Date/TW Initials: _____

Sonoma County Water Agency

City of Santa Rosa

By: _____
Grant Davis, General Manager

By: _____
Daniel Galvin III, Chair, Board of Public
Utilities

Date: _____

Date: _____

Attest:

By: _____
Board of Public Utilities Recording Secretary

Exhibit A

Program Scope

GRANT FUNDED MEASURES: CITY RUN PROGRAMS

- A. *Turf Replacement Rebate Program*: City will implement a turf conversion program providing incentives for converting turf to low water use plant material. The program will follow the guidelines below:
 - 1) City will pay Participants a minimum of \$0.50/sq. ft. rebate for converting high water use turf. The maximum rebate will be \$5,000 for commercial participants and \$500 for residential participants.
 - 2) Grant will fund \$0.375/sq. ft. per square foot removed. City will provide a minimum of \$0.125/sq. ft. in match.
- B. *High Efficiency Toilet and Urinal Rebate Program*: City will implement a high efficiency toilet and urinal rebate program to install 0.8 gallon per flush (gpf) residential toilets, 1.28 gpf (or less) commercial toilets and 0.125 gpf urinals.
 - 1) City will pay Participants a minimum of \$100 rebate for installing a qualifying high efficiency toilet or urinal.
 - 2) Grant will fund \$75/toilet or urinal rebate. City will provide a minimum \$25/fixture in match.
- C. *High Efficiency Washer Rebate Program*: City will implement a high efficiency clothes washer rebate program.
 - 1) City will pay Participants a minimum of \$50 rebate for installing a qualifying high efficiency clothes washer.
 - 2) Grant will fund up to \$37.50/washer rebate. City will provide a minimum of \$12.50/washer in match.
- D. *Water Assessment Program*: City will implement a residential and/or commercial site water assessment program that complies with all grant requirements.
 - 1) City, or designee, will perform assessments at no cost to Participants.
 - 2) Grant will fund up to \$75/assessment. City will provide a minimum of \$25/assessment in match.
- E. *Deliverables*
 - 1) Quarterly reports to project manager.

Exhibit B

Schedule of Reimbursable Program Costs

| Grant-Funded Measure | Participant rebate rate | Eligible Quantity | Grant Funds available | Match Obligation | Reimbursement Rate |
|--|-------------------------|-------------------|-----------------------|------------------|--------------------|
| Turf Replacement Rebate Program | \$0.50/sq ft | 310,000 sq ft | \$116,250 | \$38,750 | \$0.375/sq ft |
| High Efficiency Toilet and Urinal Rebate Program | \$100 each | | \$0 | | \$75 each |
| High Efficiency Washer Rebate Program | \$50 each | | \$0 | | Up to \$37.50 each |
| Water Assessment Program | NA | | \$0 | | Up to \$75 each |
| Total Available Funding | | | \$116,250 | \$38,750 | |

Note: additional funds may become available if other entities do not use allocated amounts. Amount of funding and eligible quantities may be modified by using Exhibit B-1- Amended Schedule of Reimbursable Program Costs.

Exhibit B-1

Amended Schedule of Reimbursable Program Costs for Agreement 17/18-116A

| Grant-Funded Measure | Participant rebate rate | Eligible Quantity | Grant Funds available | Match Obligation | Reimbursement Rate |
|--|--------------------------|-------------------|-----------------------|------------------|--------------------|
| Turf Replacement Rebate Program | \$0.50/sq ft | | | | \$0.375/sq ft |
| High Efficiency Toilet and Urinal Rebate Program | \$100 each | | | | \$75 each |
| High Efficiency Washer Rebate Program | \$50 each | | | | Up to \$37.50 each |
| Water Assessment Program | (No cost to participant) | | | | Up to \$75 each |
| Total Available Funding | | | \$xxxx.xx | \$xxxx.xx | |

Sonoma Water and City mutually agree that amount of funding and eligible quantities listed above will replace any earlier version of Exhibit B. All conditions of the Agreement other than those specifically changed by this amended Exhibit shall remain in effect.

City of Santa Rosa

Sonoma County Water Agency

By: _____

Reviewed by:

Title: Jennifer Burke, Santa Rosa Water Director _____

By: _____
Paul Piazza, Program Manager

Date: _____

By: _____
Joan Hultberg, Grant Manager

Sonoma Water copies to:
Accounting and Records
Joan Hultberg
Brad Elliott
..... Kris Loomis
Jennifer Willits

Date: _____

Exhibit C

Insurance Requirements

1. **INSURANCE TO BE MAINTAINED BY CITY OF SANTA ROSA**

City of Santa Rosa shall maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for the entire term of the Agreement.

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

1.1. Workers Compensation and Employers Liability Insurance

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

1.2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If City of Santa Rosa maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by City of Santa Rosa.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it

must be approved in advance by Sonoma Water. City of Santa Rosa is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether City of Santa Rosa has a claim against the insurance or is named as a party in any action involving the Sonoma Water.

- d. Sonoma County Water Agency, the State of California, their officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of City of Santa Rosa's ongoing operations. (ISO endorsement CG 20 26 or equivalent).
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between Sonoma Water and City of Santa Rosa and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

1.3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned vehicles if City of Santa Rosa owns vehicles.
- c. Insurance shall cover hired and non-owned vehicles.
- d. Required Evidence of Insurance: Certificate of Insurance.

1.4. Standards for Insurance Companies

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

1.5. Documentation

- a. The Certificate of Insurance must include the following reference: TW 17/18-116A.
- b. City of Santa Rosa shall submit required Evidence of Insurance prior to the execution of this Agreement. City of Santa Rosa agrees to maintain current Evidence of Insurance on file with Sonoma Water for the required period of insurance.

- c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. City of Santa Rosa shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

1.6. Policy Obligations

- a. City of Santa Rosa's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Exhibit D

Grant Award Documents

Exhibit E

Quarterly Reporting Form