



**REGULAR MEETING OF THE BOARD OF DIRECTORS**  
**2:00 pm Tuesday, October 3, 2023**

**In Person:**

380 East Vanderbilt Way  
San Bernardino, CA 92408

**Online via Zoom:**

<https://sbvmwd.zoom.us/j/684456030>

Meeting ID: 684 456 030

**PASSCODE: 3802020**

**By Telephone:**

Dial-in Info: (877) 853 5247 US Toll-free

Meeting ID: 684 456 030

**PASSCODE: 3802020**

If you are unable to participate online or by telephone, you may also submit your comments and questions in writing for the District's consideration by sending them to [comments@sbvmwd.com](mailto:comments@sbvmwd.com) with the subject line "Public Comment Item #" (insert the agenda item number relevant to your comment) or "Public Comment Non-Agenda Item". Submit your written comments by **6:00 p.m. on Monday, October 2, 2023**. All public comments will be provided to the Board President and may be read into the record or compiled as part of the record.

**IMPORTANT PRIVACY NOTE:** Online participants **MUST** log in with a Zoom account. The Zoom app is a free download. Please keep in mind: (1) This is a public meeting; as such, the virtual meeting information is published on the World Wide Web and available to everyone. (2) Should you participate remotely via telephone, your telephone number will be your "identifier" during the meeting and available to all meeting participants; there is no way to protect your privacy if you elect to call in to the meeting.



**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**  
380 E. Vanderbilt Way, San Bernardino, CA 92408

**REGULAR MEETING OF THE BOARD OF DIRECTORS**  
**2:00 PM Tuesday, October 3, 2023**

**CALL TO ORDER/PLEDGE OF ALLEGIANCE/ROLL CALL**

**1) PUBLIC COMMENT**

Members of the public may address the Board regarding any item within the subject matter jurisdiction of the Board; however, no action may be taken on off-agenda items except as authorized by law. Each speaker is limited to a maximum of three (3) minutes.

**2) CONSENT CALENDAR**

2.1 Approve Minutes of the Regular Board of Directors' Meeting - August 1, 2023(2 min) - Page 3  
[Staff Recommendation - Approve Minutes of the Regular Board of Directors Meeting - 080123](#)

2.2 Approve Minutes of the Board of Directors' Workshop - Resources-Engineering September 12, 2023 (2 min) - Page 7  
[Staff Recommendation - Approve Minutes of the Board of Directors' Workshop - Resources/Engineering 091223](#)

2.3 Approve Minutes of the Regular Board of Directors' Meeting - September 19, 2023 (2 min) - Page 12  
[Staff Recommendation - Approve Minutes of the Regular Board of Directors Meeting - 091923](#)

**3) DISCUSSION AND POSSIBLE ACTION ITEMS**

3.1 Consider Approval of Amendment 2 to the Consulting Services Agreement with Kennedy Jenks for On-Call Grant Support Services(20 min) - Page 23  
[Staff Memo - Consider Approval of Amendment 2 to the Consulting Services Agreement with Kennedy Jenks for On-Call Grant Support Services](#)  
[Attachment 1. Second Amendment to Kennedy Jenks Agreement](#)  
[Attachment 2. KJ On-call grant services Statement of Work](#)  
[Attachment 3. Grant Update Example from September 2023](#)  
[Attachment 4. Summary of Grant Applications prepared by Kennedy Jenks](#)

3.2 Consider the Approval of a Cost Sharing Agreement and Associated Consulting Services Agreements for the Planning and Design Phases of the Riverside Habitat, Parks, and Water Project (20 min) - Page 54

Staff Memo - Consider the Approval of a Cost Sharing Agreement and Associated Consulting Services Agreements for the Planning and Design Phases of the Riverside Habitat, Parks, and Water Project

Attachment 1. Cost Sharing Agreement

Attachment 2. ESA Contract

Attachment 3. Geoscience Contract

Attachment 4. RPU Labor and Expense Breakdown Summary

Attachment 5. Cost Estimate Breakdown

**4) REPORTS (Discussion and Possible Action)**

4.1 Directors' Report of Activities and Travel Requests in accordance with Resolution 1100

4.2 General Counsel Report

4.3 Ad-Hoc and Standing Committee Reports

4.4 SAWPA Meeting Report

**5) FUTURE BUSINESS**

**6) ANNOUNCEMENTS**

6.1 List of Announcements (2 min) - Page 147

[List of Announcements 100323](#)

**7) CLOSED SESSION**

**8) ADJOURNMENT**

**MINUTES  
OF  
THE  
REGULAR BOARD MEETING  
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

**August 1, 2023**

**Directors Present:** Gil J. Botello, T. Milford Harrison, June Hayes, Paul R. Kielhold and Susan Longville

**Directors Absent:**

**Staff Present:**

Jose Macedo, ML, CPT-P (USA Retired) – Chief of Staff/Clerk of the Board  
Michael Plinski, PE – Chief of Water Resources  
Cindy Saks, CPA – Chief Financial Officer/Deputy General Manager  
Melissa Zoba, MBA, MPA – Chief Information Officer

Anthony Flordelis – Business Systems Analyst  
Yvonne Garcia – Senior Administrative Assistant  
Kelly Malloy, MPA – Strategic Communications Manager  
Matthew Olivo – Senior Accountant  
Anel Perez, MBA – Administrative Specialist  
Karen Resendez, MAOL – Human Resources & Risk Manager  
Shavonne Turner, MPA – Engagement & Conservation Program Manager

Brad Neufeld, Varner & Brandt

**Members of the Public in Attendance:**

James Morales, East Valley Water District  
Melody McDonald, San Bernardino Valley Water Conservation District  
John Longville, San Bernardino Valley Water Conservation District  
Gil Navarro

The regular meeting of the Board of Directors was called to order by Director Harrison at 2:00 p.m. Director Botello led the Pledge of Allegiance. A quorum was noted present by roll call.

**Agenda Item 1. Public Comment**

Director Harrison stated that any member of the public wishing to make any comments to the Board regarding non-agenda items may do so. There were none.

## Agenda Item 2. Consent Calendar

**2.1) Approve Minutes of the Regular Board of Directors Workshop – Policy / Administration – July 6, 2023**

**2.2) Approve Minutes of the Board of Directors Workshop – Resources / Engineering July 11, 2023**

**2.3) Approve Minutes of the Board of Directors Workshop – Debt Service Fund Budget – July 13, 2023**

**2.4) Approve Minutes of the Regular Board of Directors Meeting - July 18, 2023**

The Board of Directors approved the Meeting Minutes on the Consent Calendar by the following roll-call vote:

MOVED: Botello	SECONDED: Longville	APPROVED 3-0
AYES:	Botello, Harrison, Longville	
NOES:	None	
ABSTAIN:	None	
ABSENT:	Hayes, Kielhold	

President Kielhold and Vice President Hayes joined the meeting remotely at 2:02 p.m.

## Agenda Item 3. Discussion and Possible Action Items.

**3.1) Consideration of Fiscal Year 2023-2024 State Water Project Audit Contract with Ernst & Young, LLP.** Chief Financial Officer / Deputy General Manager Cindy Saks explained that each year the State Water Contractors Association hires an auditing firm for advisory services to ensure charges to the State Water Contractors are true expenses to the State Water Contract, and those costs are proper and an efficient use of funds.

For the fiscal year 2023-2024 the audit service costs will range between \$39,755 if all 29 State Water Contractor agencies participate, and \$48,920 if 80 percent participate, Ms. Saks indicated. Historically, more than 80 percent have participated, she stated. This is an increase over the prior year of \$1,734, she added.

The reports issued have been helpful and are a worthwhile investment, Ms. Saks continued. The Department of Water Resources staff works diligently with the Ernst & Young team to assure understanding of the Statement of Charges, she said.

Legal Counsel Brad Neufeld advised the Scope of Work (SOW) is acceptable with one exception: the legal responsibility to comply with any California Public Records Act

(CPRA) requests. He reminded the Board that such language was cleaned up in the master agreement, but it has reappeared in the SOW. He recommended approval subject to revision acceptable to Counsel to deal with the legal obligation under the CPRA.

Counsel Neufeld confirmed for Director Harrison the master agreement is in compliance with the CPRA.

Director Harrison invited public comment. There was none.

The Board of Directors approved the contract with Ernst & Young to provide auditing services for the 2023-2024 fiscal year for an amount not to exceed \$48,920 and authorized the CEO / General Manager to sign the Engagement Letter subject to a revision to the scope of work by the following roll-call vote:

MOVED: Longville	SECONDED: Botello	APPROVED: 5-0
AYES:	Botello, Hayes, Harrison, Kielhold, Longville	
NOES:	None	
ABSTAIN:	None	
ABSENT:	None	

#### **Agenda Item 4. Reports. (Discussion and Possible Action Items)**

**4.1) Presentation on the State Water Contractors.** Director Harrison continued the presentation to the next meeting due to the absence of Chief of Statewide Water Initiatives/Deputy General Manager Bob Tincher. Ms. Saks drew attention to the written report in the agenda packet.

#### **4.2) Directors' Report of Activities and Travel Requests in accordance with Resolution 1100.**

Director Hayes reported that she attended:

- July 25 – Check Presentation by San Bernardino Valley staff to the Rialto Utilities Commission

President Kielhold reported that he attended:

- July 19 – San Bernardino Valley Conservation Trust Meeting

Director Longville reported that she attended:

- July 14 – Assembly Member James Ramos Legislative Update Women's webinar
- July 18 – Climate Center Clean Tech Business webinar
- July 25 – Check presentation to San Bernardino Municipal Water Department

Director Botello reported that he attended:

- July 18 – Climate Center Clean Tech Business webinar
- July 21 – San Bernardino County Transportation Authority ribbon cutting for the Baseline Interchange project
- July 25 – Check Presentation to San Bernardino Municipal Water Department

Director Harrison reported that he attended:

- July – Met with Strategic Communications Manager Kelly Malloy
- July 28 – Central Valley Flood Protection Board Meeting

**4.3) General Counsel Report.** No report.

**4.4) SAWPA Meeting Report.** Director Botello advised the regular SAWPA meeting was cancelled.

Director Harrison reported the following for the Project Agreement 24 Committee:

- Closed session with legal counsel
- Approved Agua Mansa lateral project
- Received a report on the California Air Resources Board (CARB) electric vehicle requirements

**Agenda Item 5. Future Business.** None.

**Agenda Item 6. Announcements.**

**6.1) List of Announcements.** Chief of Staff/Clerk of the Board Jose Macedo reviewed items on the List of Announcements.

**Agenda Item 7. Closed Session.** There was no closed session.

**Agenda Item 8. Adjournment.** The meeting was adjourned by Director Harrison at 2:20 p.m.

<p>APPROVAL CERTIFICATION</p> <p>I hereby certify to approval of the foregoing Minutes of San Bernardino Valley Municipal Water District.</p>  <p>_____</p> <p><b>Secretary</b></p> <p>Date _____</p>
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Respectfully submitted,

Lynda J. Kerney  
Contract Assistant

**MINUTES  
OF  
THE  
BOARD OF DIRECTORS WORKSHOP – RESOURCES/ENGINEERING  
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

**September 12, 2023**

**Directors Present:** Gil J. Botello, T. Milford Harrison, June Hayes, Susan Longville and Paul R. Kielhold.

**Directors Absent.** None.

**Staff Present:**

Heather Dyer – Chief Executive Officer/General Manager  
 Joanna Gibson, MS – Executive Director Upper SAR Habitat Conservation Program  
 Wen B. Huang, PE, MS – Assistant General Manager/Chief Operating Officer  
 Jose Macedo, ML, CPT-P (USA Retired) – Chief of Staff/Clerk of the Board  
 Michael Plinski, PE – Chief of Water Resources  
 Bob Tincher, PE, MS – Chief of Statewide Water Initiatives/Deputy General Manager  
 Greg Woodside, PG, C.Hg. – Chief of Planning and Watershed Resilience  
 Melissa Zoba, MBA, MPA – Chief Information Officer

Leo Ferrando, PE – Assistant Chief Engineer  
 Anthony Flordelis – Business Systems Analyst  
 Kelly Malloy, MPA – Strategic Communications Manager  
 Adekunle Ojo, MPA – Water Resources Manager  
 Matthew Olivo – Senior Accountant  
 Karen Resendez, MAOL – Human Resources & Risk Manager  
 Shavonne Turner, MPA – Engagement & Conservation Program Manager

Brad Neufeld, Varner Brandt

**Members of the Public in Attendance:**

Jeff Nolte, East Valley Municipal Water District  
 Jennifer Ares, Yucaipa Valley Water District  
 John Longville, San Bernardino Valley Water Conservation District  
 Melody McDonald, San Bernardino Valley Water Conservation District  
 Miguel Guerrero, San Bernardino Municipal Water Department  
 Val Clarke, SWA Consultants  
 Brett Granlund, Yucaipa Valley Water District  
 Kevin Stewart

The Resources/Engineering Workshop of the Board of Directors was called to order by Chairperson June Hayes at 2:00 p.m. A quorum was noted present.

**Agenda Item 1. Introductions.** None.



## **Agenda Item 2. Public Comment.**

Chair Hayes invited public comment. There was none.

## **Agenda Item 3. Discussion And Possible Action Items.**

**3.1) Project Status Update for the Regional Recycled Water System.** Assistant Chief Engineer Leo Ferrando pointed to a revised attachment reflecting the Board's approval at the February 14, 2023, Engineering/Resources workshop meeting of an amendment and \$1.5 million as part of the contingency that had been used. He introduced Jeff Nolte, Director of Engineering and Operations for East Valley Municipal Water District.

Mr. Nolte provided an overview of the facilities from the Sterling Natural Resources Center (SNRC) to the Weaver Basins, and the interconnecting conveyance system with 30-inch recycled water pipeline. He explained recent pipeline construction activities and the final remaining work in the areas of the bridge across City Creek and the 210 freeway Caltrans right-of-way. The final grind and overlay / paving will wait until all quality control is completed, he noted.

Mr. Nolte advised of an unmarked Southern California Edison duct bank (underground transmission conduit) that required a reroute of the pipeline. Director Harrison asked whose responsibility it would be had the facility been hit. Mr. Nolte pointed to the Underground Service Alert (USA) system and best practices, saying there is no simple answer.

Mr. Nolte reviewed the facilities of the Weaver Basins including pipelines and a control building. The significant portions of the project are complete, he continued. Upcoming activities include miscellaneous electrical, basin outlet structures, and street frontage work with landscape, sidewalk, and a wrought iron fence.

Mr. Nolte confirmed for Director Longville the sidewalk construction would be funded as part of the project.

Director Longville reminded that originally, 25 percent of the funding was to be spent on Redlands Basins. She asked if there were other benefits that could be identified, given it was the best effort at the time of the first Environmental Impact Report (EIR). Chief Executive Officer/General Manager Heather Dyer confirmed there was no capital infrastructure investment at Redlands Basins as a result of Assistant General Manager/Chief Operating Officer Wen Huang's timely assessment and the District was able to find a new location. The funding was repurposed when the Redlands Basins work was removed, although some amount of design and environmental work had been done to include Redlands Basins as the preferred alternative in the EIR, Ms. Dyer noted, with a minimal amount lost due to that pivot. Director Longville requested a figure for the total investment less the Redlands Basins work. Mr. Huang pointed to Amendment No. 1 and stated the pipeline purchased under that contract was used for the extension to Weaver

Basins. In addition, a \$1.5 million credit was received for the work that did not get done and was used for the future amendments.

President Kielhold asked for an estimate on pipeline completion. Mr. Nolte indicated the objective is to introduce flow and start treating wastewater by the end of the calendar year, and that still appears to be possible. Flexibility has been built into the plan to jump to either of the remaining segments based on approvals, he stated. Work will be coordinated with the City's street improvement project, he assured.

In response to Ms. Dyer, Mr. Nolte stated the administrative steps for the permit from the City of Highland for the wrought iron fence for the Weaver Basins have just been completed. It will probably be a six-to-seven-week time frame for completion, he noted.

The original vision of the SNRC project did not include anaerobic digestion, Mr. Nolte continued; it was expected to be a future element of the project. He explained the Air Quality Management District (AQMD) permit process and noted he will soon be submitting the final set of comments on added conditions. He said that viable permits for the treatment portion are in place and the permits for the 13 remaining items related to anaerobic digestion are in progress.

Director Botello said he supported the entire project and asked about Mr. Nolte's sense regarding the AQMD permitting being completed as planned. Mr. Nolte said he was confident about finalizing the day-to-day requirements and conditions, and doing all that should be done to protect air quality. He offered some detail on the treatment process.

In response to Director Harrison, Mr. Nolte indicated that the intent is to have the treatment facility and anaerobic system ready at the same time.

**3.2) Project Status Update for the Sunrise Ranch Master Plan.** Assistant Chief Engineer Leo Ferrando discussed the background and four-phase project schedule for the Sunrise Ranch Master Plan. He reminded the Board that the agreement was approved in April, and the project kicked off in May, followed by a workshop on June 22. Currently in Phase 2, public workshops will be held in October, then in January or February, and in June 2024, he said.

Mr. Ferrando reviewed the Trails Day event and feedback from the first public workshop. The number one comment received was that people were glad that most of the site will be left as open space, he said. The second most common comments were related to trails and public access, and hope for educational opportunities, he explained.

The top two priorities for the master plan, as previously discussed, are 1) water infrastructure, and 2) habitat mitigation, Mr. Ferrando reminded. Several pipeline alignment alternatives and reservoir layouts are being evaluated, he advised. So far, with initial study, staff has been able to identify that additional regional storage of up to 2,300 acre-feet (af) may be possible. A cost benefit analysis will be needed to determine which alternative will work best for the site, he added.

Mr. Ferrando discussed water collection and conveyance from the Santa Ana River and the State Water Project. He said the plan is starting to take shape and it will be a viable way to increase water supply redundancy and resiliency.

Staff is also evaluating how the trails system will work and how to blend the trails around the reservoir, and that will be part of the next project phases, Mr. Ferrando noted.

Executive Director Upper SAR Habitat Conservation Program Joanna Gibson reported on detailed vegetation mapping and noted a long-term benefit will be the ability to measure and demonstrate improvements on the landscape. She noted records of the California gnatcatcher on site and stated that incidental sightings of species have been noted.

The team is working through collapsing the vegetation categories and has looked at relative quality of habitat, Ms. Gibson advised. There are areas classified as poor, moderate, and good, but there are a lot of non-native plants growing on the site, she noted. Any area that needs more investment in restoration will gain more return as far as how much the mitigation credit can be sold for, she explained.

The next step is bringing this together, Ms. Gibson explained. The reservoirs were sited with consideration of the vegetation, but now there needs to be consideration of cut and fill activity and assessment of the resource value and return for a potential mitigation bank.

The map shows areas in red of poor condition: areas that have a lot of previous disturbance and primarily non-native grasses and needing restoration; yellow in moderate condition needing more effort such as planting species and changing the vegetation community than the green (good) areas, Ms. Gibson noted.

Strategic Communications Manager Kelly Malloy presented opportunities for use of the site for other long-term needs. She said staff would reach out to the Board to gather their vision on what they want from the site, and would use the public workshops to hear what the community wants. She reiterated that consistent feedback was that the community would love to continue to have access to the location through the trail system. Staff would like to understand what the community wants, but will also be prepared to assure reasonable expectations are set given the hierarchy of priorities, she said.

Ms. Malloy reviewed potential uses such as headquarters, education, and event space. She noted conversations with regional partners such as fire suppression organizations and San Manuel Band representatives.

Public Workshop No. 2 is scheduled for October 18 at 6 p.m., Ms. Malloy noted, and provided detail on the activity. She encouraged the Board members to attend, noting there will be an "About San Bernardino Valley" table and opportunity to interact. She reminded that just because something is in the Master Plan does not obligate the District to spend funds but gives a long-term road map on development of the site.

Director Botello asked how comments would be captured at the workshop. Ms. Malloy stated that consultant WSC is responsible for communications and tracking all comments with a spreadsheet. There is a document that will overlap the evolution of the feedback received throughout the project, she said. Director Botello pointed out that Board workshops are recorded, and recalled a stenographer was used at an outreach event at the SNRC.

Mr. Ferrando assured Vice President Hayes one of the lakes on the site could be reduced to create a third lake for Tres Lagos. He noted the final project layout is not done, and there would be consideration for not creating a dam that becomes the State’s jurisdiction. Sunrise Ranch is the working project name, Ms. Dyer noted. Vice President Hayes pointed to the history of Tres Lagos and the ability to say there are three lakes.

Ms. Dyer advised that other water agencies have indicated interest in the regional storage concept and have asked if there will be opportunity to buy into the 2,300 af of storage. Other outside interests have also inquired about buying habitat mitigation credits, she noted. This demonstrates the District is on the right track as far as identifying areas of regional value and ways that this investment can create increased value over the regional landscape, she added.

**Agenda Item 4. Future Business: None.**

**Agenda Item 5. Adjournment**

The meeting was adjourned by Chair Hayes at 3:11 p.m.

<p><b>APPROVAL CERTIFICATION</b></p> <p>I hereby certify to approval of the foregoing Minutes of San Bernardino Valley Municipal Water District.</p>  <p>_____</p> <p><b>Secretary</b></p> <p>Date _____</p>
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Respectfully submitted,  
  
Lynda J. Kerney  
Contract Assistant

**MINUTES  
OF  
THE  
REGULAR BOARD MEETING  
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

**September 19, 2023**

**Directors Present:** Gil J. Botello, T. Milford Harrison, June Hayes, Paul R. Kielhold, and Susan Longville.

**Directors Absent:** None.

**Staff Present:**

Heather Dyer, MS, MBA – Chief Executive Officer/General Manager  
Wen B. Huang, PE, MS – Assistant General Manager/Chief Operating Officer  
Jose Macedo, ML, CPT-P (USA Retired) – Chief of Staff/Clerk of the Board  
Michael Plinski, PE – Chief of Water Resources  
Cindy Saks, CPA – Chief Financial Officer/Deputy General Manager  
Greg Woodside, PG, C.Hg. – Chief of Planning and Watershed Resilience  
Melissa Zoba, MBA, MPA – Chief Information Officer

Leo Ferrando, PE – Assistant Chief Engineer  
Anthony Flordelis – Business Systems Analyst  
Kelly Malloy, MPA – Strategic Communications Manager  
Adekunle Ojo, MPA – Water Resources Manager  
Matthew Olivo – Senior Accountant  
Karen Resendez, MAOL – Human Resources & Risk Manager

Brad Neufeld, Varner & Brandt, District Legal Counsel

**Members of the Public in Attendance:**

Jennifer Ares, Yucaipa Valley Water District  
John Longville, San Bernardino Valley Water Conservation District  
Melody McDonald, San Bernardino Valley Water Conservation District  
James Morales, East Valley Water District  
Kevin Walton, San Gorgonio Pass Water Agency  
Ben Kelly, Western Heights Mutual Water Company  
Cris Fealy, Fontana Water Company

The regular meeting of the Board of Directors was called to order by President Kielhold at 2:00 p.m. Director Botello led the Pledge of Allegiance. A quorum was noted present by roll call.

## **Agenda Item 1. Public Comment**

President Kielhold stated that any member of the public wishing to make any comments to the Board regarding non-agenda items may do so. There were none.

## **Agenda Item 2. Discussion and Possible Action Items.**

**2.1) Leadership and Professional Development Training Program.** Human Resources & Risk Manager Karen Resendez explained the request for additional leadership and professional development (LPD) training. She noted this training is aligned with San Bernardino Valey's strategic plan and essential to a high-performing organization, helping to retain top talent. Ms. Resendez reminded that Nate Sassaman Leadership had been engaged previously, and since then some organizational changes had been made.

Additional LPD training with Nate Sassaman would include in-person training, individual coaching, all books, handouts, and presentation materials, and the MyHardWired Assessment for staff who have not yet completed it, Ms. Resendez continued. She reviewed the three proposed programs: Water Operations Leadership Academy, Water Technical Leadership Academy, and Executive Team / Staff Workshop, pointing out changes in staff.

The total estimated cost for the program is \$34,669 and up to \$35,000 has been budgeted for the additional LPD training with Nate Sassaman, Ms. Resendez advised.

Vice President Hayes asked if the training would cover the transition of line staff into management within the same agency, and on making group presentations. Ms. Resendez indicated the training includes presentations, small team leadership and going from peer to manager. She noted that last year, an Introduction to Presentations was offered with a different trainer, and those trainings are intended to continue.

Director Longville pointed to the scope of work and the subject of emotional intelligence strategies. Ms. Resendez explained the content and appropriate use of soft skills.

Director Botello asked how benefits to staff would be measured to gauge the best impact and positive experience. CEO / General Manager Heather Dyer explained that two operations employees have participated, and both suggested it would be great to extend to the team. Both Ms. Resendez and Assistant General Manager/Chief Operating Officer Wen Huang check in and receive feedback, Ms. Dyer continued, but a more formal system can be implemented. She explained that engagement, enthusiasm for the work, and the bonding experienced was outstanding. Director Botello encouraged staff to attend the Board meetings.

Director Botello recalled that the Board's sessions with Mr. Sassaman were productive, and suggested scheduling additional leadership development for the Board with another facilitator. Vice President Hayes concurred.

Vice President Hayes suggested staff members who do not normally come to the Board meetings could gain public speaking practice by giving small presentations on something familiar.

The Board of Directors authorized the CEO/General Manager to execute the consulting services agreement with Nate Sassaman Leadership for leadership and professional development (LPD) training up to \$35,000 by the following roll-call vote:

MOVED: Hayes	SECONDED: Botello	APPROVED: 5-0
AYES:	Botello, Hayes, Harrison, Kielhold, Longville	
NOES:	None	
ABSTAIN:	None	
ABSENT:	None	

**2.2) Discuss California Special Districts Association 2024 Committee Interest Form.** Strategic Communications Manager Kelly Malloy presented opportunities for service on six California Special Districts Association (CSDA) committees.

Director Harrison stated he would like to continue serving on the Legislative Committee and the Election and Bylaws Committee.

Vice President Hayes stated she is interested in the Legislative Committee but would defer to Director Harrison if only one Agency representative name can be submitted; and she is interested in the Environmental and Emergency Preparedness subcommittee.

Ms. Malloy advised that the submittals for Director Harrison would be made and confirmed the interest of Vice President Hayes.

The Board of Directors directed the Strategic Communications Manager to submit Director Harrison's interest in continuing with Elections and Bylaws as well as the Legislative Committee, and Vice President Hayes' interest in the Environmental and Emergency Preparedness Working Group by the following roll-call vote:

MOVED: Harrison	SECONDED: Longville	APPROVED: 5-0
AYES:	Botello, Hayes, Harrison, Kielhold, Longville	
NOES:	None	
ABSTAIN:	None	
ABSENT:	None	

**2.3) Update on Recharge in the Cactus Basins Project.** Assistant General Manager/Chief Operating Officer Wen Huang reminded the Board of the complicated situation and the approval in May 2023 of the Master Recharge Agreement with San Bernardino County Flood Control District (SBCFCD). The Cactus Basins project was specifically removed from the Agreement, with the understanding that it would return to the Board as the project approach was determined, he said.

Since the approval of the Agreement, staff has been working with partners, especially on the west side, and a collective recommendation is being brought for consideration, Mr. Huang stated. He provided a history of the project, background on geological settings of the Rialto Basin, the needed facilities, groundwater contaminant plumes, and why the recharge is important for water supply in that area.

Mr. Huang emphasized the cooperative effort with the SBCFCD and the entering of a \$2.02 million funding agreement. He also pointed out the Global Settlement Agreement with Fontana Water Company (FWC) which ended disputes related to the groundwater situation and facilitates 61,000 acre-feet (af) of recharge in the Rialto-Colton Basin.

The Rialto-Colton Basin area is approximately 35 square miles, and the Cactus Basin is likely the only place that can facilitate large-scale recharge for the Rialto-Colton Basin area, Mr. Huang explained.

As part of the SBCFCD project funding agreement, dual purpose facilities were constructed, Mr. Huang continued. Facilities needed are a connection to State Project Water (SPW) and conveyance to Cactus Basin, he explained. Staff believes the best solution is to construct a Cactus Basin turnout and connectors, he said.

Mr. Huang discussed the location of the sites had released perchlorate into the groundwater table and the migration of the plume into the main part of the basins. Geoscience has used models to analyze five scenarios based on the capacity and availability of SPW and concluded there would be no negative impact of recharge on the plume, Mr. Huang explained. However, the County has concerns about recharge and the western plume and will make sure their



design remedy will not create impact; the agencies are on two sides of the spectrum, he stated. Staff would like to introduce an adaptive monitoring and management plan idea to the County, suggesting recharge at a lower amount to see if recharge is moving the plume. Staff has presented the plan to the Groundwater Council which agreed with the approach, Mr. Huang stated. Staff would also like to develop a joint letter to be signed by the Rialto Basin Groundwater Council and San Bernardino Valley to send to the County Board of Supervisors requesting a meeting, in hopes that the Board will direct staff to work with the partners, eventually bringing back the Recharge Agreement to bring Cactus Basins into consideration, Mr. Huang advised.

Director Longville asked about the Geoscience modeling showing whether wells will have perchlorate concentrations, and if the SBCFCD acknowledges the findings. Mr. Huang noted the County's consultant reviewed the study, and their comments were incorporated into the final report. All was believed to be good until concerns were raised with the presentation of the Recharge Agreement, he noted.

In response to a question from Director Harrison, Mr. Huang discussed the groundwater plume, water rights, basin pumping restrictions, and wellhead treatment related to the County's concerns. Providing this additional SPW will allow producers to pump additional water and treat the water, expediting the plume cleanup, he explained.

Vice President Hayes requested an executive summary of some of the studies done.

Mr. Huang responded to several questions from Vice President Hayes. He said he was unable to get it confirmed but had heard it was the case that the Prop. 84 grant money had to be returned. He also noted construction on Basins 4 and 5 appears to be static due to some litigation, and the current status is not known. He explained in detail the water flow in the Lytle Creek region.

Vice President Hayes expressed concern that despite the large amount of rain, the groundwater level in the Rialto-Colton Basins was reduced by one foot. She also pointed out the map of the plume is not accurate, and the contaminant has migrated into Colton. She asked about a new study to monitor the plume, and whether it will go into Riverside County and if that should be considered in the negotiations.

Mr. Huang noted the EPA is working with the primary responsible parties which produce a semi-annual report. The County also works with consultants and submits quarterly reports to a regional board as part of the abatement order; Mr. Huang said he would try to get the most current update. Some of the plume is migrating southeasterly, entering the Colton area and a little into Riverside north, with or without recharge, he added. It is the conclusion that recharge is not

negatively impacting the plume migration, and instead shows that fewer production wells are being impacted by the plume through recharge. Ms. Dyer reiterated that one of the arguments for the meeting with the County supervisors is that recharge in this area is actually critical to their design remedy for the contamination situations, and treatment of the contamination is only sustainable if recharge occurs, as there is not enough water to pump. Rather than look at this as a risk, it is actually a benefit, she noted.

Director Botello expressed concern that the primary responsible parties may not be familiar with the science and asked about the unpredictability of the migration of the plumes. Mr. Huang explained the model and tools used are the best currently available and do a good job but can only be modeled based on known hydrology. He confirmed that measures are taken to assure contaminants are addressed such as wellhead treatment or blending.

In response to Director Harrison, Mr. Huang confirmed the monitoring agencies have reviewed the model and comments were addressed in the final report.

Director Longville posited that just as important as the agreement that recharge improves groundwater quality, the supervisors should be reminded that a tremendous amount of money was spent on the FWC settlement, yet not one acre-foot has been recharged because Cactus Basins are not done.

Staff assured Director Hayes that the Project Handout in development would be suitable for the average reader.

The Board of Directors directed staff to continue working collaboratively with the Rialto Groundwater Council member agencies to finalize the letter to the San Bernardino County Board of Supervisors, subject to non-substantive suggested revisions, and authorized CEO/General Manager to execute the letter for transmittal to the San Bernardino County Board of Supervisors by the following roll-call vote:

MOVED: Hayes	SECONDED: Harrison	APPROVED: 5-0
AYES:	Botello, Hayes, Harrison, Kielhold, Longville	
NOES:	None	
ABSTAIN:	None	
ABSENT:	None	

### **Agenda Item 3. Reports (Discussion and Possible Action Items).**

**3.1) State Water Project Report.** Chief of Water Resources Michael Plinski presented highlights of the report.

#### State Water Project (SWP)

- The end of this water year is just two weeks away and it may be the 4<sup>th</sup> wettest year in recorded history with approximately 66 inches of precipitation
- Lake Oroville Reservoir is 77 percent full (nearly 140 percent of average)
- San Luis Reservoir is 82 percent full (200 percent of normal)
- State Water Contractors (SWC) submitted comments to the Bureau of Reclamation for their Endangered Species Act consultation for the long-term operations of the SWP and the Central Valley Project
- The Department of Water Resources (DWR) believes that Article 21 water may be available this fall; SB Valley's carryover water could spill as early as January 1 (which turns into a higher Table A allocation, so is not lost)
- El Nino conditions are expected this year
- SWC released a new fact sheet on the recreational benefits of the SWP, which are paid for by the State, not the SWC

#### Delta Conveyance Update

- DWR wrote an article on the importance of the Delta Conveyance on the long-term viability of the SWP

#### Sites Reservoir

- There is much activity, including meetings and open discussions with local landowners
- Sites Authority has consistently updated the landowners and the project stakeholders
- Chief of Statewide Water Initiatives/Deputy General Manager Bob Tincher participated in landowner meetings in 2022 and last month and reported that the number of attendees has come down, a good indicator of comfort level
- The water rights application has been submitted and 15 protests were received by the end of the public comment period on August 31
- SWC submitted a "friendly" protest to assure the project has a positive impact on the operations of the SWP
- An application will be submitted this month for certification as an SB 149 project to streamline the permitting process
- A newsletter from Boiling Point raised questions on the analysis of greenhouse gas emissions; the Sites Authority has prepared an independent analysis
- Reviewed the Monthly Status Report

- The Benefits and Obligations contract will come to the Board in October

In response to Director Botello, Mr. Plinski noted there has been engagement and a commitment to transparency.

Director Botello asked about SWP satisfaction of commitments to local retailer requests for water. Mr. Plinski stated they are about halfway through their orders, but the calendar year is two-thirds through. He estimated they will not meet all their orders (by approximately 5,000 to 10,000 af as of January). Some agencies have been able to take surface water, while others remain on groundwater, he added. He estimated there will be more carryover than is currently being projected.

Director Harrison asked about the status of the federal project to enlarge the San Luis Reservoir. Mr. Plinski speculated that it is in the planning phase.

Mr. Plinski described the Article 21 water available when reservoirs are full and surface water exceeds the orders. It is lost when there are no further orders for the water, he explained in response to Vice President Hayes. San Bernardino Valley will be able to take last year's water this year, he noted.

Vice President Hayes asked about potential for weather prediction given the expected El Nino conditions. Mr. Plinski indicated that the scientific community is learning and evolving and is mastering the art of prediction.

### **3.2) Directors' Report of Activities and Travel Requests in accordance with Resolution 1100.**

Director Botello reported that he attended:

- September 13 – Harmful Algal Blooms in California webinar
- September 14 – City of Highland State of the City address

Director Kielhold reported that he attended:

- September 13 – San Bernardino Valley Water Conservation District meeting
- September 14 – City of Highland State of the City address

*3:21: Director Botello and President Kielhold left the meeting and Vice President Hayes took the gavel.*

Director Longville reported that she attended:

- September 5 – California Natural Resources Charging Ahead on 100 Percent Green Energy webinar

- September 13 – Zoom meeting with the Rand Corp.
- September 14 – City of Highland State of the City address
- September 15 – Native Fish Survey

Director Harrison reported that he attended:

- September 8 – HCP Government Relations Committee Meeting
- September 11 – Association of Special Districts Board Meeting
- September 13 – San Bernardino Valley Water Conservation District Board Meeting
- September 18 – Association of Special Districts Dinner Meeting

Director Hayes reported that she attended:

- September 13 – Water Conservation District Board Meeting
- August 30 – Rialto-Colton Groundwater Council
- September 1 – Orange County Water Advisory Committee
- September 15 – Riverside County Water Task Force

**3.3) General Counsel Report.** No report.

**3.4) SAWPA Meeting Report.** Director Harrison reported.

- Set target limit for R-01 Brine Line Operating Reserves to \$2,179,659 for FYE 2024 and transfer the amount over target of \$141,358 to R-07 Pipeline Replacement and Capital Investment , and
- Keep the current balances at 06/30/2023 and continue to accrue interest for the following reserves:
  - R-02 Brine Line Debt Service
  - R-04 Pipeline Capacity Management
  - R-05 Future Treatment & Disposal Capacity
- Received Informational Report on the following:
  - State Legislative Report
  - Santa Ana River Watershed Weather Modification Pilot Program Update

**3.5) Water Delivery Report.** Chief of Water Resources Michael Plinski presented the report. In August 2023 7,277 acre-feet of imported water was delivered to San Bernardino Valley.

The Water Delivery Plan was revised in August 2023, Mr. Plinski reported. San Bernardino Valley available water is just over 118,000 af, and it is hoped to deliver 25,000 to agencies directly and 40,000 af through recharge for a total demand on the system of 65,000 af. This leaves approximately 53,000 af as carryover, 3,000 af of which is in a groundwater bank and 50,000 would be stored in the San Luis Reservoir and is subject to spill, he explained.

Mr. Plinski reviewed deliveries by agency, including an extra 5,500 af ordered by the Yucaipa Valley Water District, 1,700 af by West Valley Water District, and 70 af by Marigold Mutual which meets the target for direct deliveries.

The estimate for recharge has been downgraded to 33,000 af due to limitations of the system and a late start, but there is flexibility to accomplish the recharge in subsequent years, Mr. Plinski continued. Staff will do everything possible to get as much of the recharge to occur in November and December, he stated.

Local storm events have an impact on recharge capacity, such as the monsoon rain in August which shut down recharge for about a week, Mr. Plinski reported.

Monthly updates are being provided to retail agencies and good feedback is being received, Mr. Plinski reported. There will be meetings with retail agencies to discuss the possible range of SWP deliveries next year and how to handle that collectively, he noted.

Director Longville asked about reduced recharge in the Bunker Hill Basin. Mr. Plinski noted by the end of December, another 11,000 af was expected to be recharged. Ms. Dyer added that the 33,000 af of imported water does not include all the local surface water that the Conservation District has been recharging. This could be a record year in recharge, she noted. Mr. Plinski noted they have recharged about 65,000 af through August, which is their best year on record.

Vice President Hayes asked about the revised figures in the Water Delivery Plan. Mr. Plinski indicated this was based on demand and the retailers' call for water from San Bernardino Valley. There is water available if it is called for, he stated. It is up to each retailer to make up their own blend of supply, he noted.

Vice President Hayes asked about the varying costs of water. Mr. Plinski explained that surface water has treatment costs but no source cost; groundwater costs electricity to pump to the surface and sometimes must be treated, and SPW cost varies and is somewhat subsidized by San Bernardino Valley. He estimated that groundwater untreated could be an agency's cheapest source.

### **3.6) Treasurer's Report.** Director Harrison gave the report.

The Board approved the following expenses for the month of August 2023: State Water Contract Fund \$5,458,526.55 and General Fund \$9,996,763.44 by the following roll-call vote:

MOVED: Harrison	SECONDED: Hayes	APPROVED: 3-0
AYES:	Hayes, Harrison, Longville,	
NOES:	None	
ABSTAIN:	None	
ABSENT:	Kielhold, Botello	

**Agenda Item 4. Future Business.** None.

**Agenda Item 5. Announcements.**

**5.1) List of Announcements.** Chief of Staff/Clerk of the Board Jose Macedo pointed out the list of announcements.

**Agenda Item 6. Closed Session.** None.

**Agenda Item 7. Adjournment.** The meeting was adjourned by Vice President Hayes at 3:34 p.m.

<p>APPROVAL CERTIFICATION</p> <p>I hereby certify to approval of the foregoing Minutes of San Bernardino Valley Municipal Water District.</p>  <p>_____</p> <p><b>Secretary</b></p> <p>Date _____</p>
--

Respectfully submitted,

Lynda J. Kerney  
Contract Assistant

**DATE:** October 3, 2023

**TO:** Board of Directors

**FROM:** Joanna Gibson, Executive Director, Upper Santa Ana River HCP  
Wen Huang, Chief Operating Officer/Assistant General Manager  
Kelly Malloy, Strategic Communications Manager

**SUBJECT:** Consider Approval of Amendment 2 to the Consulting Services Agreement with Kennedy Jenks Consultants, Inc., for On-Call Grant Support Services

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**Staff Recommendation**

Staff recommends the Board authorize the CEO/General Manager to execute Amendment 2 to the Consulting Services Agreement with Kennedy Jenks Consultants, Inc.

**Summary**

Staff are recommending the execution of Amendment 2 to the Consulting Services Agreement (Attachment 1) with Kennedy Jenks Consultants, Inc., to fund the continuation of on-call grant services to San Bernardino Valley. The total cost of the program of work, as outlined in the scope of work, is \$70,000.00 (Attachment 2).

**Background**

Kennedy Jenks has provided on-call grant services to San Bernardino Valley since 2016 and has been very effective and successful in securing several grant programs for the District. Their current on-call services include:

1. Identifying potential grant opportunities for San Bernardino Valley's projects
2. Providing grant administration services for existing grants, including:
  - a. Proposition 84, Round 2 (SARCCUP)
  - b. United States Bureau of Reclamation (USBR): Central Feeder EBX Intertie
  - c. USBR: Enhanced Recharge Phase 1B
  - d. USBR: Anza Creek Aquatic and Riparian Habitat Restoration
  - e. USBR: Cactus Basin Connector Pipeline
3. Preparing proposals to draft competitive grant applications that would be considered by the Board.



4. Identifying potential grant opportunities specific to assisting Disadvantaged Communities to improve water infrastructure, water use efficiency, water quality, safety and reliability, and/or other water-related services.

Kenndy Jenks maintains a running list of potential grant opportunities (Attachment 3) for San Bernardino Valley projects and Staff meet with Kenndy Jenks once per month to review the list. Since 2016 Kenndy Jenks has drafted 12 successful grant applications worth over \$20 million (Attachment 4).

Amendment 1 to the Consulting Services Agreement with Kennedy Jenks was executed in 2020 and will be fully expended before December 2023. Staff is recommending a budget augmentation of \$70,000 in Amendment 2 to continue funding on-call grant services by Kennedy Jenks. The augmentation is anticipated to provide on-call grant services for an additional 12-month period.

Amendment 2 to the Consulting Services Agreement is consistent with those previously reviewed by House Counsel and approved as to form.

### **District Strategic Plan Application**

Funding of Amendment 2 to the Consulting Services Agreement with Kennedy Jenks helps to facilitate San Bernardino Valley's Mission Statement to work collaboratively to provide a reliable and sustainable water supply to support the changing needs of our region's people and environment and achieve the priority of cost-effective projects by maximizing benefits from ratepayer investments.

### **Fiscal Impact**

The FY 2023-2024 San Bernardino Valley General Fund Budget allocated \$125,000 for On-Call Grant Services in Line Item 6360 – Consultants. Amendment 2 will use \$70,000 of this total. The remaining \$55,000 is proposed to fund the preparation of project-specific grant applications on an as-needed basis; authorized via individual purchase orders, which typically average less than \$16,000.

### **Attachments**

1. Attachment 1 – Amendment 2 to the Consulting Services Agreement with Kennedy Jenks
2. Attachment 2 – Kennedy Jenks On-Call Grant Services Scope of Work
3. Attachment 3 - Grant Update Example from September 2023
4. Attachment 4 – Summary of Grant Applications prepared by Kennedy Jenks

## **SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT**

This Second Amendment to the Consulting Services Agreement (“Amendment”) is entered into as of \_\_\_\_\_, 2023, by and between Kennedy Jenks Consultants, Inc. (“Consultant”) and San Bernardino Valley Municipal Water District, a water district organized and incorporated under the California Municipal Water District Law of 1911 (“District”). Consultant and District are hereafter referred to individually as “Party” and collectively as the “Parties.”

### **RECITALS**

A. The Parties entered into that certain Consulting Services Agreement, dated August 21, 2018 (“Consulting Agreement”), whereby Consultant agreed to provide certain professional grant support services related to identifying and applying for grant opportunities and managing existing grants.

B. On or about July 1, 2020, District agreed to increase the Maximum Fee by One Hundred Forty Thousand Dollars (\$140,000), reflecting a new total Maximum Fee of Two Hundred Forty Thousand Dollars (\$240,000).

C. The Parties desire to further amend the Consulting Services Agreement to increase the Maximum Fee and extend the Term of Service as described herein.

### **OPERATIVE TERMS**

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals; Defined Terms. The Recitals are material to this Amendment, and by this reference are hereby incorporated herein. For purposes of this Amendment, all capitalized terms shall have the meanings given to such terms in the Consulting Agreement, unless such terms are otherwise defined herein.

2. Term. The Term of the Agreement is hereby extended and shall automatically terminate when the Compensation Amount has been spent, unless earlier terminated.

3. Additional Services. There are no additional services included in this amendment.

4. Compensation. The Maximum Fee is hereby increased by Seventy Thousand Dollars (\$70,000), reflecting a new total Maximum Fee of Three Hundred Ten Thousand Dollars (\$310,000) (“*Maximum Fee*”). All references to Maximum Fee in the Consulting Agreement shall refer to the increased amount set forth herein.

5. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the Parties' permitted successors and assigns. The Parties acknowledge and agree that except to the extent specifically provided in this Amendment, the Consulting Agreement shall continue in full force and effect as previously written.

6. No Other Modifications. The Parties acknowledge that this Amendment evidences the entire agreement between the Parties with respect to the amendment to the Consulting Agreement and supersedes all previous negotiations and discussions related thereto.

7. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

***[Signature Page Follows]***

IN WITNESS WHEREOF, the Parties hereby execute this Amendment as of the date first set forth above.

**DISTRICT:**

**SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**CONSULTANT:**

**KENNEDY JENKS CONSULTANTS, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

20 September 2023

Ms. Joanna Gibson  
San Bernardino Valley Municipal Water District  
380 East Vanderbilt Way  
San Bernardino, CA 92408

Subject: Grant Tracking and Management Services, Request for Amendment 2

Dear Ms. Gibson:

Kennedy/Jenks Consultants (Kennedy Jenks) has been assisting San Bernardino Valley Municipal Water District (Valley District) with grant related tasks since May 2016; Kennedy Jenks anticipates completing the effort associated with the existing contract in mid-October 2023.

Kennedy Jenks has managed the following grants for Valley District:

- Proposition 84 Santa Ana Watershed Project Authority High Visibility Turf Removal Project (since complete)
- Proposition 84 Santa Ana Watershed Project Authority SMARTSCAPE (complete)
- Proposition 84 Santa Ana Watershed Project Authority Habitat Improvements for the Santa Ana River Conservation and Conjunctive Use Project
- Central Feeder Extension with US Bureau of Reclamation
- Anza Creek Tributary Restoration with US Bureau of Reclamation
- Enhanced Recharge Phase 1B with the US Bureau of Reclamation

In addition to providing grant management services, Kennedy Jenks has assisted Valley District obtain over \$20 million in grant funding. A subset of the awarded grants are listed below.

- Proposition 1 for the Yucaipa Groundwater Sustainability Plan (\$815,000)
- US Bureau of Reclamation Drought Resiliency Grant for the Central Feeder East Branch Extension (\$750,000)
- DWR Proposition 1 for the Evans Lake Tributary Restoration (\$2 million)
- California Wildlife Conservation Board Sunnyslope Creek Restoration (\$400,000)
- US Bureau of Reclamation Drought Resiliency Enhanced Recharge Phase 1B (\$2 million)
- US Bureau of Reclamation environmental Water Resources Projects for Anza Creek Tributary Restoration (\$2 million).
- DWR Urban and Multi-Benefit Drought Response Program for Bunker Hill Conjunctive Use Project and Water Conservation Direct Install (\$5.7 million)

Going forward, there are multiple grant related activities that will need to occur and for this reason, Kennedy Jenks respectfully requests an extension to our existing contract for grant administration services until December 31, 2024 or until the budget below is expended. A summary of the work to be performed follows:

### **Task 1. Grant Program Monitoring**

Under this Task, Kennedy Jenks will monitor local, state, and federal grant programs such as those administered by the California Department of Water Resources; California State Water Resources Control Board; California Department of Public Health; Governor’s Office of Homeland Security; U.S. Bureau of Reclamation; and U.S. Environmental Protection Agency. This task also includes evaluating whether Valley District’s projects are eligible for the grant funding opportunities. On a monthly basis, Kennedy Jenks will provide Valley District a simple matrix organizing grant opportunities by topic (Water, Wastewater, Habitat, Energy).

### **Task 2. Monthly Grant Teleconference**

Under this Task, Kennedy Jenks will conduct a monthly teleconference to review grant opportunities and project funding needs with Valley District staff. This scope does not include preparing grant applications, but could be modified by mutual agreement at a later time to include grant application preparation.

### **Task 3. Grant Administration**

Kennedy Jenks proposes managing up to four Valley District grants. Tasks include working with Valley District to prepare quarterly progress reports and reimbursement requests, preparation of project monitoring plans, and amendment requests with grantor agencies.

### **Budget**

Kennedy Jenks proposes to provide the scope of services described on a time and materials reimbursement basis in accordance with our enclosed January 1, 2023 Schedule of Charges for a fee of \$70,000.

### **Schedule**

Kennedy Jenks will initiate work on this project immediately following receipt of a written Notice to Proceed (NTP) from Valley District.

### **Terms and Conditions**

We propose completing this work as an amendment to the Professional Services Agreement for On-Call Grant Support Services dated August 21, 2018.

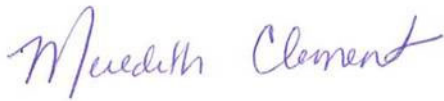
Mr. Joanna Gibson  
San Bernardino Valley Municipal Water District  
20 September 2023  
Page 3

We appreciate your consideration of this amendment request. Please contact me at (805) 973-5718 should you have any questions or require any additional information.

Very truly yours,

Very truly yours,

KENNEDY JENKS CONSULTANTS, INC.



Meredith Clement  
Principal

Enclosure

**Schedule of Charges**



Hot List		
<p><b>California Resilience Challenge</b></p> <p>The California Resilience Challenge 2023 Grant Program will provide resources to local communities throughout the state, including community-based organizations, cities, counties, California Native American tribes, special districts, and other local and regional jurisdictions representing under-resourced communities. By emphasizing local solutions to the global problem of climate change, communities can create scalable plans and infrastructure to meet their immediate and long-term climate adaptation needs. Applicants must partner with a Community-Based Organization. Grants up to \$200k are available.</p>	<p><b>Proposals due September 29, 2023</b></p>	<p>Potential Project Match</p> <p>City Creek Crossing</p>
<p><b>USFWS Recovery Implementation Grant</b></p> <p>The principal objective of this Recovery Implementation funding opportunity is to support the implementation of priority recovery actions for federally endangered and threatened species. \$14 million available. Minimum of \$1,000 and maximum of \$2 million.</p>	<p><b>September 30, 2023</b></p>	<p>Potential Project Match</p> <p>HCP Activities, Tributaries Restoration Projects</p>
<p><b>DTSC Equitable Community Revitalization Grant Program</b></p> <p>Funding for expedited cleanup and beneficial reuse of idled properties that may be contaminated. Areas must have CalEnviroScreen pollution burden of 75% or more. The area must have reuse plans with equitable development principles. Funding agreements are 3 years. Regulatory oversight is required with CERCLA Liability Defense. Inland Empire is priority. Community-wide assessments: up to \$350,000. Site-specific investigations: \$80,000 to \$3 million. Site-specific cleanups: \$80,000 to \$7 million. No cost share required. Technical Assistance is available.</p>	<p><b>October 9, 2023</b></p>	<p>Potential Project Match</p> <p>Pedley Landfill</p>
<p><b>Water Conservation Field Services: LCR</b></p> <p>Funding for planning, prioritizing, demonstrating technology/projects, and design of projects that conserve and use water more efficiently, support racial and economic equity, modernize infrastructure, and enhance water conservation, ecosystem, and climate resilience. \$1.3 million is available with grants up to \$100,000. 50% cost share is required.</p>	<p><b>October 13, 2023</b></p>	<p>Potential Project Match</p> <p>Pilot direct installation for landscape irrigation measures (To be discussed), FIRO (to be discussed)</p>
<p><b>USBR Applied Science Grant</b></p> <p>Funding for applied science projects to develop or improve hydrologic information, water management tools, and modeling and forecasting. Results must be used to increase water supply reliability, provide flexibility in water operations, and improve water management. Up to \$200,000, a 50% cost share required.</p>	<p><b>October 16, 2023</b></p>	<p>Potential Project Match</p> <p>FIRO</p>
<p><b>USBR Planning and Project Design</b></p> <p>New funding for collaborative planning and design projects to support and develop 60% to final design of on-the-ground water management construction and restoration projects. The NOFO has funds for FY 23 and FY 24. Up to \$400,000 is available with a minimum of \$100k. Projects must be completed within 3 years of award. 50% cost share is required, with 25% cost share if there is an ecological benefit and 0% if the project provides domestic water supplies to disadvantaged communities.</p>	<p><b>FY 23 Applications due October 17, 2023; FY 24 Applications due April 2, 2024</b></p>	<p>Potential Project Match</p> <p>Well at Hidden Valley, Purple Pipe, Sweetwater Turnout Improvement</p>
<p><b>USACE Pilot Program for Water Resources Projects for Small or Disadvantaged Communities</b></p> <p>Project proposals under this pilot program are for new start projects under the Continuing Authorities Program (CAP). Under CAP, the Corps can plan, design, and implement certain types of water resources projects without additional project specific congressional authorization. The purpose of the CAP is to plan and implement projects of limited size, cost, scope and complexity. While CAP projects typically require a cost-share with a non-Federal sponsor, this pilot program will fully fund the selected projects. No cost share and no minimum or maximum grant amount. The USACE expect to give 20 awards around \$13-15 million each.</p>	<p><b>October 20, 2023</b></p>	<p>Potential Project Match</p> <p>Hidden Valley Wetlands (Likely not good fit)</p>
<p><b>USBR Drought Resiliency Grant</b></p> <p>Funding to implement projects that build long-term resiliency to drought and reduce the need for emergency response actions. Eligible activities include projects that increase the reliability of water supplies, improve water management, and provide benefits for fish and wildlife and the environment. Projects could include pipelines and conveyance, interties, infrastructure to prevent seawater intrusion, storage, recharge ponds, or injection wells, wells, small-scale treatment facilities, and stormwater. Up to \$5 million with 50% cost share.</p>	<p><b>October 31, 2023</b></p>	<p>Potential Project Match</p> <p>Well at Hidden Valley</p>
<p><b>US Forest Service Community Wildfire Defense Grant</b></p> <p>This program, which was authorized by the Bipartisan Infrastructure Law, prioritizes at-risk communities in an area identified as having high or very high wildfire hazard potential, are low-income, or have been impacted by a severe disaster that affects the risk of wildfire. Eligible projects include Community Wildfire Protection Plans and project implementation for projects described in CWPPs. Priority points for areas with high wildfire hazard potential, low-income communities, and community impacted by a severe disaster within last 10 years. \$250 million available. Up to \$250,000 for creation or update of CWPP, \$10 million for projects. 10% cost share for CWPP, 25% cost share for implementation projects.</p>	<p><b>October 31, 2023</b></p>	<p>Potential Project Match</p> <p>Wildfire Prevention in SAR</p>
<p><b>Cooperative Watershed Management Program - Phase 1</b></p>	<p><b>FY 23 Applications due December 6; FY 24 applications due September 3, 2024</b></p>	<p>Potential Project Match</p>

Funding for watershed group development, watershed restoration planning, and watershed management project design. Eligible activities include developing bylaws, a mission statement, completing stakeholder outreach, developing a watershed restoration plan, and watershed management project design. This includes watershed restoration planning, monitoring, mapping, modeling, Projects should generally be completed within 3 years of award. Up to \$300k per applicant (was \$10k previously). No cost share required. TBD

<b><u>NOAA Transformational Habitat Restoration</u></b>	<b>December 17, 2023</b>	<b>Potential Project Match</b>
The principal objective of this solicitation is to support transformational habitat restoration projects that restore marine, estuarine, coastal, or Great Lakes ecosystems, using approaches that enhance community and ecosystem resilience to climate hazards. Funding will prioritize habitat restoration actions that: demonstrate significant impacts; rebuild productive and sustainable fisheries; contribute to the recovery and conservation of threatened and endangered species; promote climate-resilient ecosystems, especially in tribal, indigenous, and/or underserved communities; and improve economic vitality, including local employment. No match required.		
		Tributaries Restoration

<b><u>National Fish Passage Program</u></b>	<b>December 31, 2023</b>	<b>Potential Project Match</b>
Financial assistance (and technical assistance) is provided in the form of cooperative agreements for programs that provide fish passage and restore aquatic connectivity for the benefit of federal trust resources. Approximately \$13 million is available with awards ranging from \$500,000 to \$2 million. 50% cost share is required.		
		Tributaries Restoration

<b><u>Aquatic Ecosystem Restoration Grant - Second Application</u></b>	<b>Due January 24, 2024</b>	<b>Potential Project Match</b>
The Aquatic Ecosystem Restoration Program will fund removal or modification of barriers to fish passage, restoration of connectivity, restoration of aquatic habitat, and improvement of water availability, quality, and temperature and related activities. Grants available for planning/design (\$500k to \$2 million) and construction (\$3 - \$20 million). 35% cost share required.		
		Purple Pipe Project (Planning), Hidden Valley Wetlands

<b><u>USBR WaterSMART: Water and Energy Efficiency</u></b>	NOFO expected September 2023	<b>Potential Project Match</b>
Funding for projects that produce quantifiable and sustained water savings and support broader water reliability benefits. The current FOA focuses on water conservation and hydropower projects related to water management and delivery, including the following: (1) Canal Lining/Piping; (2) Municipal Metering; (3) Irrigation Flow Measurement; (4) SCADA; (5) Irrigation Measures; (6) installation of a small-scale hydroelectric facility enabling use of renewable energy sources. Rebates are allowed in this round. Funding Group I: Up to \$500,000 for smaller projects of up to 2 years. Funding Group II: Up to \$5 million for larger, phased projects of up to 3 years. 50% cost share required.		
		Pilot direct installation for landscape irrigation measures (To be discussed)

<b><u>USBR WaterSMART: Environmental Water Resources Grants</u></b>	NOFO expected February 2024	<b>Potential Project Match</b>
Funding for projects that benefit ecological values that have a nexus to water resources management including projects that benefit animal species, fish and wildlife habitat, riparian areas and ecosystems. Up to \$5 million is available with a 25% cost-share requirement.		
		Old Ranch Creek, Hidden Valley Wetlands

**Continuous Applications**

<b>State Coastal Conservancy Pre-Proposal</b>	Continuous	<b>Potential Project Match</b>
The SCC has opened up a broad pre-proposal solicitation that will be continuous. If selected, the WCB will draw funds from a variety of sources. Eligible projects could include sea level rise adaptation, climate resilience, wildfire resilience, and outreach. This could fund planning, design, environmental, and implementation.		
		Wildfire Planning, LRPPG (check SCC jurisdiction)

<b>CDFW Restoration Grants - Nature-Based Solutions, Drought, and Climate Resiliency</b>	Call for Concepts Open	<b>Potential Project Match</b>
This grant will fund planning and implementation projects that enhance resiliency to drought and climate change through restoration, protection, or enhancement of riparian and aquatic habitat and river channels, connection of historical flood plains, or improvement to ecological functions. Funding can also be used to address climate adaptation, wetlands and mountain meadows restoration, and support wildlife corridors. Call for concepts is open.		
		Restoration projects

<b>CalFire Forest Improvement Program</b>	Continuous	<b>Potential Project Match</b>
This focus of CFIP is to ensure adequate high quality timber supplies, related employment and other economic benefits, and the protection, maintenance, and enhancement of a productive and stable forest resource system for the benefit of present and future generations. Cost-shared activities include management planning, site preparation, tree purchase and planting, timber stand improvement, fish and wildlife habitat improvement, and land conservation practices. Applications are accepted on an ongoing basis.		
		General Projects San Bernardino National Forest

<b>Wildlife Conservation Board Pre-Proposal</b>	Continuous	<b>Potential Project Match</b>
The WCB has opened up a broad pre-proposal solicitation that will be continuous. If selected, the WCB will draw funds from a variety of sources. Eligible projects could include streamflow enhancement, public access and recreation, habitat restoration, land acquisition for wildlife corridors, and more activities eligible under previous grant programs.		
		TBD

<b>DWR Urban Streams Restoration Program</b>	Continuous	<b>Potential Project Match</b>
This program provides grant funding for local communities for projects to reduce flooding and erosion and associated property damage; restore, enhance, or protect the natural ecological values of streams; and promote community involvement, education, and stewardship. The project must include an education/outreach component and must have a partnership with a local community group, non-profit, or tribe. The program may also fund planning-only grants for projects that serve DACs once completed. \$10.7 million is available. Maximum grant amounts are \$1 million. 20% cost share is required.		
		Jurupa Ditch, Lytle Creek, Well in SAR

<b>Drinking Water SRF</b>	Rolling application, should apply soon	<b>Potential Project Match</b>
Under the Drinking Water SRF Consolidation Incentive can receive \$10,000 per connection up to \$5 million for consolidating 1 or more communities.		
		Upgrades Tres Lagos Mutual Water Company







New/ Update	Geography	Category	Program	Type	Description	Deadline	Eligible Applicants	Funding	Application Process	Website 1	Agency	Funding Source	Status
<b>Water/Wastewater/Water Quality</b>													
	California	Water/Wastewater/Water Quality	CalConserve Water Use Efficiency Revolving Fund Loan Program	Loan	A loan program for local agencies to implement specific types of water conservation and water use efficiency projects at the customer level, intended to achieve urban water use targets. Project types include: a) pilot project for local agencies to provide water efficiency upgrades to eligible residents at no upfront costs and b) local agencies to provide low-interest loans to customers to finance the installation of onsite improvements to repair or replace, as necessary, cracked or leaking water pipes to conserve water.	Continuous	Local Agencies: any city, county, city and county, municipal utility district, community services district, sanitary district, sanitation district, water district as defined in Section 20200, public water system as defined in Section 116275 of the Health and Safety Code, or private water company under the jurisdiction of the Public Utilities Commission.	A total of \$6.75 million is available under this program; Maximum loan per agency is \$3 million. Approximately \$5 million from Proposition 1 is available for leak detection and repair. \$1.75 million is to be loaned out for water use efficiency upgrades.	Funds are awarded on a continuous, first come first served basis until exhausted. Proposals are submitted through GRanTS.	<a href="https://water.ca.gov/Work-With-Us/Grants-And-Loans/CalConserve-Water-Use-Efficiency-Loan-Program">https://water.ca.gov/Work-With-Us/Grants-And-Loans/CalConserve-Water-Use-Efficiency-Loan-Program</a>	CA Department of Water Resources (DWR)	Proposition 1	Active
	California	Water/Wastewater/Water Quality	Safe and Affordable Funding For Equity and Resilience Program (SAFER)	Grant	The program was established from the Safe and Affordable Drinking Water (SADW) Fund through Senate Bill 200 (SB200) in 2019. The Fund will provide \$130 million per year that will be used to develop and implement sustainable solutions for small systems with violations of drinking water standards. The money may be spent on operations and maintenance costs, cost of consolidating with larger system, provision of replacement water, and funding for administrators to run the small systems.	Continuous	Public water systems under jurisdiction of the SWRCB and other public entities.	Approximately \$130 million available per year and up to \$15 million per project.	Applications are accepted on a continuous basis through GRanTS.	<a href="https://www.waterboards.ca.gov/water_issues/programs/grants_loans/sustainable_water_solutions/safer.html">https://www.waterboards.ca.gov/water_issues/programs/grants_loans/sustainable_water_solutions/safer.html</a>	CA Department of Water Resources (DWR)	Proposition 50	Active
	California	Water/Wastewater/Water Quality	Small Community Drought Relief Program	Grant	This program provides funding for contaminant removal and UV and ozone disinfection. Prop 50, Chapter 6b provides grants for contaminant treatment or removal technology pilot or demonstration studies for contaminants including petroleum products; NDMA; perchlorate; radionuclides; pesticides and herbicides; heavy metals such as arsenic mercury, chromium; and pharmaceuticals and endocrine disruptors. Chapter 6c provides grants for projects using UV or ozone disinfection of drinking water to address an MCL compliance violation, surface water treatment microbial requirements, or other mandatory disinfection required by DHS or local primary agency county.	Accepting applications but has run out of money. To close 12/29/23.	Communities that are <b>not</b> served by an urban water supplier with at least 3,000 connections or provides more than 3,000 AFY of drinking water located in counties under Governor Newsom's drought emergency proclamations.	\$200 million total. \$65 million has been awarded since November 2021. No cost share required. Funds must be encumbered by June 2024.	Submit via email to SmallCommunityDrought@water.ca.gov	<a href="https://water.ca.gov/Water-Basics/Drought/Drought-Funding">https://water.ca.gov/Water-Basics/Drought/Drought-Funding</a>	CA Department of Water Resources (DWR)		Active
	California	Water/Wastewater/Water Quality	Water Desalination Grant Program	Grant	Funding for desalination of naturally-occurring brackish or saline water to directly support local or regional potable municipal water resources and directly or indirectly provide water supply benefits to the State. This funding will be available for construction and design pilot projects only. Projects must start construction within 6 months of award.	The continuous application process has been suspended	Public agencies, non-profits, tribes, or investor-owned mutual water companies	\$6 million is available from Prop 1. 50% match is required.	Apply Via GRanTS.	<a href="https://water.ca.gov/Work-With-Us/Grants-And-Loans/desalination-Grant-Program">https://water.ca.gov/Work-With-Us/Grants-And-Loans/desalination-Grant-Program</a>	CA Department of Water Resources (DWR)	Proposition 1	Closed
	California	Water/Wastewater/Water Quality	EPIC - Advancing and Commercializing Energy Efficiency in CA's Water Sector	Grant	Funding for technology development and demonstration of promising pre-commercial technologies. There are two funding groups, one for the dairy industry, one for wastewater treatment plants. For the wastewater treatment plants funding is to demonstrate a technology at a one mgd or greater municipal wastewater treatment facility. The funding is specifically looking for emerging advanced primary treatment and or advanced secondary treatment technology. The intent is to demonstrate at scale that advanced primary and secondary treatment can increase energy efficiency and increase overall treatment plant capacity while reducing costs.	Several solicitations may result from EPIC program	All public and private entities with the exception of local publicly owned electric utilities	Up to \$4,000,000 with a 20% match requirement.	Apply through Energy Commission Grant Solicitation System, available at: <a href="https://gss.energy.ca.gov/">https://gss.energy.ca.gov/</a>	<a href="https://www.energy.ca.gov/solicitations/2020-12/gfo-20-309-advancing-and-commercializing-energy-efficiency-californias">https://www.energy.ca.gov/solicitations/2020-12/gfo-20-309-advancing-and-commercializing-energy-efficiency-californias</a>	CA Energy Commission		Closed
	California	Water/Wastewater/Water Quality	California Lending for Energy and Environmental Needs (CLEEN)	Loan	The CLEEN Center provides direct public financing to Municipalities, Universities, Schools and Hospitals (MUSH borrowers) to help meet the State's goals for greenhouse gas reduction, water conservation and environmental preservation. The CLEEN Center offers two programs, the Statewide Energy Efficiency Program (SWEEP) and the Light Emitting Diode Street Lighting Program (LED). Eligible projects include (1) Advanced metering systems to support conversion of master-meter buildings to sub-metering; (2) data center, information technology, communications energy efficiency; (3) Energy management and/or control systems, including continuous commissioning; (4) Demand response programs; (5) Water/wastewater, pipeline, mining/extraction and similar end-use processes, facilities, buildings, and infrastructure; (6) Lighting and control systems; (7) Heating, ventilation and air conditioning systems (HVAC); (8) Building envelope improvements; (9) Occupant plug load management systems; (10) Load reduction; (11) Thermal and electric energy storage; (12) Converting incandescent to CFL; (13) LED repairs, replacements and upgrades; (14) Hydrogen fueling stations; (15) Zero emission vehicles. Other projects with proven technologies will be considered.	Continuous	Include, but are not limited to, any subdivision of a local government, including cities, counties, special districts, assessment districts, joint powers authorities and non-profit corporations (as deemed eligible), municipalities, public universities, schools and hospitals.	Financing can be through a direct loan from IBank or publicly offered tax-exempt bonds in amounts from \$500 thousand to \$30 million. Interest rates currently around 3%. An origination fee and servicing fee may apply, similar to the ISRF program. There is no match or leverage required.	Applications are accepted on a continuous basis. The process is initiated by directly contacting the IBank program contacts. They request financial statements before they request a full application.	<a href="http://www.ibank.ca.gov/clean-center/">http://www.ibank.ca.gov/clean-center/</a>	CA I-Bank		Active
	California	Water/Wastewater/Water Quality	Infrastructure State Revolving Fund (ISRF)	Loan	The California Infrastructure and Economic Development Bank (I-Bank) provides low interest loans for a wide variety of infrastructure projects, serving a variety of public purposes including: (1) Drainage, Water Supply, and Flood Control including ditches, levees, pumps, pipes, as well as the acquisition, improvement, maintenance, and management of flood plain areas and all equipment used in the associated maintenance and operation; (2) Environmental Mitigation Measures including required construction or modification of public infrastructure, and purchase and installation of pollution control and noise abatement equipment; (3) Sewage Collection and Treatment including pipes, pumps, conduits that collect wastewater, the equipment, structures, and facilities used in treating wastewater to reduce or eliminate impurities or contaminants, and the facilities used in disposing of, or transporting remaining sludge, as well as equipment used in the maintenance and operation of the foregoing; (4) Water Treatment and Distribution including facilities in which water is purified and otherwise treated to meet residential, manufacturing, or commercial purposes and the conduits, pipes, and pumps that transport it to places of use; (5) Power and communications facilities; (6) City streets and county highways; (7) Parks and recreational facilities. Applicant must demonstrate project readiness and feasibility to complete construction within 2 years after loan approval.	Continuous	Any subdivision of a local or state government, including departments, agencies, commissions, cities, counties, non-profit corporations, special districts, assessment districts, and joint powers authorities.	Loans from \$50,000 to \$25M per project with a max 30 year term. Interest rates currently around 3%. For loans => \$250,000, a one-time origination fee of \$10,000 or 1% of the original loan amount, whichever is greater is due at closing. For loans <\$250,000 the one-time loan origination fee may be reduced or waived at the I-Bank's discretion. A servicing fee of 0.3% of the outstanding principal balance is due annually. There is no match or leverage required.	Applications are accepted on a continuous basis. The process is initiated by directly contacting the ISRF program contacts. They request financial statements before they request a full application. Timeframe between application and executed agreement is on average 4 months.	<a href="http://www.ibank.ca.gov/infrastructure-state-revolving-fund-isrf-program/">http://www.ibank.ca.gov/infrastructure-state-revolving-fund-isrf-program/</a>	CA I-Bank		Active
	California	Water/Wastewater/Water Quality	Cleanup and Abatement Account	Grant	Grants for the cleanup or abatement of a condition of pollution when there are no viable responsible parties.	Continuous	Local governments, Tribes, and non-profit organizations.	Funding over \$500,000 per project requires special SWB approval.	Complete a pre-application using FAAST	<a href="https://www.waterboards.ca.gov/water_issues/programs/grants_loans/caa/cleanup_and_abatement">https://www.waterboards.ca.gov/water_issues/programs/grants_loans/caa/cleanup_and_abatement</a>	California State Water Resources Control Board		Active
	California	Water/Wastewater/Water Quality	Cleanup and Abatement Account Interim Emergency Drinking Water	Grant	In connection with the drought relief package, funding is available from the Cleanup and Abatement Account (CAA) to provide interim replacement drinking water for economically disadvantaged communities with contaminated water supplies. Eligible Projects include, but are not limited to the following: Bottled Water, Vending Machines, Point of Use Devices, Hauled Water, Wellhead Treatment, and Planning.	Continuous	Public agencies, not-for-profit water districts, not-for-profit organizations, tribal governments.	Funding over \$500,000 per project requires special SWB approval. \$19 M in funding has been allocated to meet interim emergency drinking water needs of DACs from the emergency drought relief package.	Applications can be submitted via FAAST or can be submitted via email, fax, or mail. Application materials can be found online or can be requested by email at DFA-CAA-DW-DroughtFund@waterboards.ca.gov. Agencies should first contact DDW local District Office.	<a href="http://www.waterboards.ca.gov/water_issues/programs/grants_loans/caa/dw_droughtfund/">http://www.waterboards.ca.gov/water_issues/programs/grants_loans/caa/dw_droughtfund/</a>	California State Water Resources Control Board	CA Drought Funding	Active

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New/ Update	Geography	Category	Program	Type	Description	Deadline	Eligible Applicants	Funding	Application Process	Website 1	Agency	Funding Source	Status
	California	Water/Wastewater/Water Quality	Clean Water State Revolving Fund (CWSRF)	Loan	This program provides low interest loans for water quality projects. The loan has a current interest rate of <2%. Eligible projects include, but are not limited to Construction of publicly-owned treatment facilities: (1) Wastewater treatment; (2) Local sewers; (3) Sewer interceptors; (4) Stormwater treatment; (5) Water reclamation and distribution facilities; (6) Combined sewers; (7) Landfill leachate treatment; (8) Repair and rehabilitation of wastewater treatment plants; (9) Energy efficiency upgrade for publicly owned treatment works; (10) Implementation of nonpoint source projects to address pollution associated with agriculture, forestry, urban areas, marinas, hydro-modification, and wetlands; (11) Development and implementation of estuary comprehensive conservation and management plans for San Francisco Bay, Morro Bay, Santa Monica Bay	Continuous	Any city, town, district, or other public body created under state law; Native American tribal government or tribal organization with jurisdiction over disposal of sewage, industrial or other wastes; any management agency under Section 208 of the CWA; 501(c)(3)'s and National Estuary Programs. For some projects private utilities qualify.	There is no maximum loan request amount. Loans are available with a 20-year term or up to 30 years for small DACs. The interest Rate is 1/2 of the most recent General Obligation Bond Rate at time of funding approval. Rates have been <2% in recent years. Financing. Repayment begins 1 year after completion of construction. Funds can be used for Proposition 1 funding	Applications are submitted via FFAST. Once the application is submitted in FFAST, a project manager is assigned to help the applicant complete the application process. It is recommended that the project proponent contact the Division of Financial Assistance as early as possible.	<a href="http://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf">www.waterboards.ca.gov/water_issues/programs/grants_loans/srf</a>	California State Water Resources Control Board		Active
	California	Water/Wastewater/Water Quality	Clean Water State Revolving Fund (CWSRF) - Water/Energy Audit	Loan/Grant	Funding is provided to encourage public agencies to take an independent look into their current practices, identify potentially inefficient water or energy use and follow up with a well thought out plan to improve consumption of these valuable resources. All audits must be related to projects, facilities, or activities that are otherwise eligible for CWSRF funding. Agencies may hire consultants to perform the audit, or perform the work with their own staff.	Continuous	Nonprofit, Public Agency, Tribal Government	Principal forgiveness may be awarded for 100% of the audit costs, up to a maximum of \$35,000. No cost share requirement.	Applications are accepted through FAST and awarded continuously.	<a href="https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/forms/water_energy_audit_application.pdf">https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/forms/water_energy_audit_application.pdf</a>	California State Water Resources Control Board		Active
	California	Water/Wastewater/Water Quality	County-wide and Regional Funding for Drinking Water (SAFER)	Grant	Funding to implement regional programs that address drought-related and/or contamination issues for small water systems and domestic wells serving DACs and low income households. Eligible projects include domestic well testing, community outreach, interim drought solutions such as bottled water, tanks and hauled water, kiosk filling stations, POU/POE installation and maintenance, well repairs and replacements, and limited scale consolidation	Continuous	Counties or eligible partner entities serving small water systems in DACs	None specified.	Applications submitted via FFAST.	<a href="https://www.waterboards.ca.gov/safer/funding_soliciation.html">https://www.waterboards.ca.gov/safer/funding_soliciation.html</a>	California State Water Resources Control Board		Active
	California	Water/Wastewater/Water Quality	CWSRF - ASADRA Funding	Loan/Grant	Additional Supplemental Appropriation for Disaster Relief Act (ASADRA) provides additional funding under the DWSRF and CWSRF programs for water and wastewater infrastructure impacted by natural disasters. Current funding for California is available for DWSRF-eligible entities impacted by 2018 CA wildfires and earthquakes. Eligible activities include infrastructure improvements and emergency preparations to increase system resiliency. Priority is given based on 1) a complete application has been submitted, 2) the project is expected to start construction by December 31, 2021, 3) the applicant serves small DAC or small SDAC, 4) health and safety benefits provided by the project.	Continuous	California PWS affected by 2018 wildfires and earthquakes.	\$42 M was awarded by EPA in 2020 for the California program. ASADRA funding to each project is available as 70 percent loan funds at 0% and 30 percent principal forgiveness. Funding is capped at \$10 million per system. Loan terms up to 30 yrs for non DACs and up to 40 yrs for DACs.	The existing DWSRF application process and forms are used for ASADRA applications. Applications may be submitted at any time. A separate application may be submitted for ASADRA exclusively, or an existing application for DWSRF may also serve as an application for additional ASADRA funds.	<a href="https://www.waterboards.ca.gov/water_issues/programs/grants_loans/docs/2020_21_dwsrf_iup_presentation.pdf">https://www.waterboards.ca.gov/water_issues/programs/grants_loans/docs/2020_21_dwsrf_iup_presentation.pdf</a>	California State Water Resources Control Board		Active
	California	Water/Wastewater/Water Quality	Drinking Water State Revolving Fund (DWSRF) - Planning and Construction	Grant and Loan	This program provides low interest loans and in some instances grants to assist public water systems in financing projects that (1) address public health risk problems, (2) are needed to comply with the Safe Drinking Water Act (SDWA), and (3) assist those most in need on a per household affordability basis. Projects will be assigned a category based on priority and will be placed on the Comprehensive List in order to be considered for financing. Construction Financing is available for applicants with complete final plans, specifications, and environmental documentation. Planning/Design financing is available for applicants who do not have final documentation required for construction financing. Projects may include the following: treatment systems, distribution systems, interconnections, consolidations, pipeline extensions, water sources, water meters, water storages.	Continuous	Public and community water systems and non-community water systems operated by not-for-profit entities.	Limited grants are available for DAC projects of up to \$5M per project and up to \$20M per project with regional benefits, at least one of which is a small DAC. Cost share based on per household affordability criteria. Loans are available with interest rates at 1/2 the GO bond rate. Construction loan terms are for 30 yrs or project's useful life. DACs may be eligible for 0% loans and 40-yr terms/project useful life, or complete principal forgiveness for severely DACs. (All applications are for loans; financial	Applications are accepted on a continuous basis via FFAST. The application is divided into four packages: General Information, Technical, Environmental, and Financial Security.	<a href="http://www.waterboards.ca.gov/drinking_water/services/funding/SRF.shtml">http://www.waterboards.ca.gov/drinking_water/services/funding/SRF.shtml</a>	California State Water Resources Control Board	Proposition 1	Active
	California	Water/Wastewater/Water Quality	DWSRF PFAS Grant Program	Grant	Funds from the DWSRF are allocated to grants for PFAS treatment.	Continuous	Public drinking water systems	\$100M is available for all drinking water systems. \$20M is set aside for DACs through the Safe and Affordable Drinking Water Program	Applications will be accepted through the DWSRF process submitted through FFAST.	<a href="https://www.waterboards.ca.gov/water_issues/programs/grants_loans/pfas.html">https://www.waterboards.ca.gov/water_issues/programs/grants_loans/pfas.html</a>	California State Water Resources Control Board	Budget Act of 2021	Active
	California	Water/Wastewater/Water Quality	Drinking Water State Revolving Fund (DWSRF) - Consolidation Incentive	Loan	This program provides low interest loans, zero percent loans and in some instances grants to assist public water systems in financing projects that (1) address public health risk problems, (2) are needed to comply with the Safe Drinking Water Act (SDWA), and (3) assist those most in need on a per household affordability basis. Projects will be assigned a category based on priority and will be placed on the Comprehensive List in order to be considered for financing. Construction Financing is available for applicants with complete final plans, specifications, and environmental documentation. Planning/Design financing is available for applicants who do not have final documentation required for construction financing. Projects may include the following: treatment systems, distribution systems, interconnections, consolidations, pipeline extensions, water sources, water meters, water storages. The Division of Financial Assistance also offers zero-interest loans up to \$5 million dollars for water systems that complete the consolidation of a small disadvantaged water system. The incentive loan can be used for any water system infrastructure related project that the receiving water system desires. The purpose of this incentive is to encourage larger water systems to support their community through consolidation and regionalization. Details of the program can be found in the annually updated Intended Use Plan.	Continuous	Public/community water systems and non-community water systems operated by not-for-profit entities.	Up to \$10 million in 0% interest rate financing may be awarded for a construction project that benefits an eligible PWS that completes a full consolidation with a water system serving a small DAC or severely DAC. Other incentives may be considered by Water Board staff. Low-interest loans are also available for planning and construction projects for non-DAC systems and public schools.	This is an ongoing opportunity. In order to apply for a consolidation incentive project, systems must first submit a re-ranking request form before being invited to submit a full application. Systems can continually submit re-ranking request forms.	<a href="https://www.waterboards.ca.gov/drinking_water/ce/rlic/drinking_water/fundingincentives.html">https://www.waterboards.ca.gov/drinking_water/ce/rlic/drinking_water/fundingincentives.html</a>	California State Water Resources Control Board		Active
	California	Water/Wastewater/Water Quality	Drinking Water Well Replacement Program	Grant and Loan	Low-interest loan and grant funding is provided to assist individual households (homeowners) and small water systems (serving less than 15 connections) to address drought-related drinking water emergencies. Eligible projects may include: new well construction, design costs of necessary infrastructure, permit and connection fees, well rehabilitation/repair (including extending wells to deeper aquifers), distribution/conveyance pipelines, limited consolidation efforts, necessary appurtenances.	Continuous	Individual households (homeowners) and small water systems serving less than 15 connections	Up to \$45,000 for individual households and up to \$100,000 for small water systems.	Applications are accepted on a continuous basis. Funds are administered by three non-profit organizations to which applications are directly sent. See link for details.	<a href="https://www.waterboards.ca.gov/water_issues/programs/grants_loans/caa/drinking_water_well.html">https://www.waterboards.ca.gov/water_issues/programs/grants_loans/caa/drinking_water_well.html</a>	California State Water Resources Control Board		Active
	California	Water/Wastewater/Water Quality	Groundwater Quality Funding - SB 445 Site Cleanup Subaccount Program (SCAP)	Grant	This program provides funds for groundwater projects that remediate harm or threat to human health, safety, and the environment from surface- or groundwater contamination; regulatory agency has issued a directive, unless infeasible, responsible party lacks financial resources. Priorities are: significant threat to human health or the environment, DAC or small community impact, cost and environmental benefit of project, lack of alternative funding sources. Contaminants considered are human-made. Projects may include site characterization, source identification, or implementation of cleanup.	Continuous	All applicants with eligible projects.	\$19.5 million annual appropriation; approximately \$18 million available annually for grants and contracts. No pre-funding request limit.	Pre-applications are submitted via FFAST and are accepted continuously. No "final application" required. (The pre-application is used to apply to both GWQF programs.)	<a href="http://www.waterboards.ca.gov/water_issues/programs/grants_loans/scap/">http://www.waterboards.ca.gov/water_issues/programs/grants_loans/scap/</a>	California State Water Resources Control Board		Active

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	California	Water/Wastewater/Water Quality	Groundwater Treatment & Remediation (Prop 68)	Grant	Remaining funding is available for DAC drinking water projects that treat groundwater for direct potable use, without necessarily remediating the aquifer. Prop 68 GW guidelines are waived for these projects.	Continuous	Public agencies; and non-profit organizations, tribes, community water system that serve a DACs	\$28 million from the Prop 68 GW Program remains uncommitted.	Applications will not be made directly to the Prop 68 GW Program, but funds from the Program will be directed to identified eligible projects. See SCDW Funding Program.	<a href="https://www.waterboards.ca.gov/water_issues/programs/grants_loans/positions/prop68.html">https://www.waterboards.ca.gov/water_issues/programs/grants_loans/positions/prop68.html</a>	California State Water Resources Control Board	Proposition 68	Active
	California	Water/Wastewater/Water Quality	Household & Small Water System Drought Assistance Program (HSWSDA)	Loan and Grant	Low-interest loan and grant funding is provided to assist individual households (homeowners) and small water systems (serving less than 15 connections) to address drought-related drinking water emergencies. Eligible projects may include: new well construction, design costs of necessary infrastructure, permit and connection fees, well rehabilitation/repair (including extending wells to deeper aquifers), distribution/conveyance pipelines, limited consolidation efforts, necessary appurtenances.	Continuous	Individual households (homeowners) and small water systems serving less than 15 connections	Up to \$45,000 for individual households and up to \$100,000 for small water systems.	Applications are accepted on a continuous basis. Funds are administered by three non-profit organizations to which applications are directly sent. See link for details.	<a href="http://www.waterboards.ca.gov/water_issues/programs/grants_loans/caa/dw_droughtfund/docs/hswsda_funding_factsheet.pdf">http://www.waterboards.ca.gov/water_issues/programs/grants_loans/caa/dw_droughtfund/docs/hswsda_funding_factsheet.pdf</a>	California State Water Resources Control Board		Active
New	California	Water/Wastewater/Water Quality	Safe and Affordable Drinking Water Fund - Direct Operation and Maintenance		The goal of the Direct O&M Funding Program (Direct O&M Program) will be to provide assistance in cases where there is a direct correlation to supporting the affordability of water (as part of the human right to water) while also improving sustainability. O	Guidelines in development	Public agencies, non-profits, tribes, GSAs, public utilities, mutual water companies. Tier 1 priorities include at risk systems, small DACs that have water rates above 2.5% of the community's MHI or with a high	Not yet determined	Guidelines in development. To be adopted October 3, 2023.	<a href="https://www.waterboards.ca.gov/water_issues/programs/grants_loans/caa/dw_droughtfund/docs/hswsda_funding_factsheet.pdf">SADW FEP Notice (ca.gov)</a>	California State Water Resources Control Board		Upcoming
	California	Water/Wastewater/Water Quality	Seawater Intrusion Control Loan Program	Loan	This program provides low-interest loans for design and construction of publicly owned facilities necessary to protect groundwater quality in basins threatened by seawater intrusion. Program has a 35 million dollar budget. The basin in which projects take place must be subject to a groundwater management plan. Eligible project types include water conservation, freshwater well injections, substitution of groundwater pumping from local surface supplies.	Continuous	Local agencies	Maximum loan amounts are \$2.5 million with 20 year terms. The interest Rate is half of the most recent General Obligation (GO) Bond Rate.	Applications are accepted on an ongoing basis.	<a href="http://www.waterboards.ca.gov/water_issues/programs/grants_loans/swic.html">http://www.waterboards.ca.gov/water_issues/programs/grants_loans/swic.html</a>	California State Water Resources Control Board		Active
	California	Water/Wastewater/Water Quality	Site Cleanup Subaccount Program	Grant	Funding for projects that remediate the harm or threat of harm to human health, safety, or the environmental caused by existing or threatened surface water or groundwater contamination.	Continuous Pre-Application Process	Applicants with eligible projects, but cannot be Responsible Party	Up to \$20 million available through program annually. There are no funding request limits and no cost match required.	Complete a pre-application using FAAST	<a href="https://www.waterboards.ca.gov/water_issues/programs/grants_loans/scap/">https://www.waterboards.ca.gov/water_issues/programs/grants_loans/scap/</a>	California State Water Resources Control Board		Active
	California	Water/Wastewater/Water Quality	Small Community Wastewater Clean Water State Revolving Fund (Small Community Grant (SCG) Fund)	Grant	This fund provides grants to small, disadvantaged communities for Clean Water State Revolving Fund (CWSRF) eligible-wastewater projects. Eligible projects typically include planning, design, and construction of publicly-owned wastewater conveyance, treatment, and disposal facilities. Proposition 1 funds supplement existing authority and enable grants to be easily combined with low-interest financing available through the CWSRF Program. Funds are administered consistent with the CWSRF Intended Use Plan and the CWSRF Policy. See CWSRF section for additional details.	Continuous	Public agencies; and non-profit organizations, tribes, community water system that serve a DACs	Maximum grant amount for construction projects is \$6 million with required match between 0% to 50% depending on community MHI and wastewater rates as a percent of MHI. Construction projects for septic to sewer and regional projects can receive up to \$8 million with required	Applications are made under CWSRF and are accepted on a continuous basis via FAAST.	<a href="http://www.waterboards.ca.gov/water_issues/programs/grants_loans/small_community_wastewater_grant/projects.shtml">http://www.waterboards.ca.gov/water_issues/programs/grants_loans/small_community_wastewater_grant/projects.shtml</a>	California State Water Resources Control Board	Proposition 1	Active
	California	Water/Wastewater/Water Quality	Small Community Drinking Water (SCDW) Funding Program	Grant and Loan	This program provides low-interest loans and other financing mechanisms, such as grants or principal forgiveness using federal and state funds, for the planning/design and construction of drinking water infrastructure projects that are needed to achieve or maintain compliance with federal and state drinking water statutes and regulations. Eligible projects include treatment systems, distribution systems, interconnections, consolidations, pipeline extensions, water sources, and water meters. Funding is available to small DACs and small SDACs that provide drinking water to <10,000 people	Continuous	Public agencies; and non-profit organizations, tribes, community water system that serve a DACs	No specified request limit. \$35 million remaining from the Prop 68 GW Program are available for this program.	Pre-applications continuously accepted via FAAST.	<a href="https://www.waterboards.ca.gov/water_issues/programs/grants_loans/sustainable_water_solutions/scfp.html">https://www.waterboards.ca.gov/water_issues/programs/grants_loans/sustainable_water_solutions/scfp.html</a>	California State Water Resources Control Board		Active
	California	Water/Wastewater/Water Quality	Community Partnering Program	Grant	Metropolitan's Community Partnering Program provides sponsorships to community-based organizations to conduct water-related educational outreach programs like community forums, workshops, and water festivals, water-themed curriculum, and supplies for K-12 education, after-school programs, exhibits, promotional materials, and native plant and California Friendly garden signage.	Continuous	Community-based organizations, including nonprofits, professional organizations, educational institutions, and public agencies. Priority is given to disadvantaged communities in LA, Orange, Riverside, San Bernardino, San Diego, and Ventura counties who have member agency involvement.	Up to \$2,000. Funding is limited and may be depleted prior to the end of the fiscal year.	Apply at <a href="https://mwdh2o.jotform.com/91625622208151">https://mwdh2o.jotform.com/91625622208151</a> . Applications must be submitted at least 30 days prior to the start date of the event or program.	<a href="https://mwdh2o.jotform.com/91625622208151">https://mwdh2o.jotform.com/91625622208151</a>	Metropolitan Water District		Active
	California	Water/Wastewater/Water Quality	Local Resources Program	Grant	This program provides funding for the development of water recycling, groundwater recovery, and seawater desalination supplies that replace an existing demand or prevent a new demand on Metropolitan's imported water deliveries either through direct replacement of potable water or increased regional groundwater production. New water recycling, groundwater recovery, and seawater desalination projects are eligible for funding provided they include construction of new substantive treatment or distribution facilities. Existing projects or those that have commenced construction prior to application submittal are ineligible. Strong consideration will be given to project	Continuous	Public and private water agencies within Metropolitan's service area.	There are three LRP incentive payment structure options to choose from when applying: sliding scale incentives of up to \$340/AF over 25 years, sliding scale incentives up to \$475/AF over 15 years, or fixed incentives up to \$305/AF over 25	Applications are accepted on a continuous basis until the program target yield of 170,000 acre-feet per year is fully subscribed. Applications must be made through the applicant's respective Metropolitan member agency.	<a href="http://www.mwdh2o.com/AboutYourWater/Planning/Funding-Programs/Local-Resource-Program-Funding">http://www.mwdh2o.com/AboutYourWater/Planning/Funding-Programs/Local-Resource-Program-Funding</a>	Metropolitan Water District		Active
	National	Water/Wastewater/Water Quality	Pilot Program for Water Resources Projects for Small or Disadvantaged Communities	Grant	Project proposals under this pilot program are for new start projects under the Continuing Authorities Program (CAP). Under CAP, the Corps can plan, design, and implement certain types of water resources projects without additional project specific congressional authorization. The purpose of the CAP is to plan and implement projects of limited size, cost, scope and complexity. While CAP projects typically require a cost-share with a non-Federal sponsor, this pilot program will fully fund the selected projects	Extended to 10/20/2023	Non-Federal sponsors with projects benefiting small or disadvantaged communities	No cost share. They are funding up to 20 projects. Estimated to fund up to \$13-15 million but there is no maximum or minimum.	email: <a href="mailto:wrdh20cap165a@usace.army.mil">wrdh20cap165a@usace.army.mil</a>	<a href="https://www.usace.army.mil/Missions/Civil-Works/Project-Planning/Legislative-Links/wrda_2020/">https://www.usace.army.mil/Missions/Civil-Works/Project-Planning/Legislative-Links/wrda_2020/</a>	US Army Corps of Engineers		Active
	National	Water/Wastewater/Water Quality	Corps Water Infrastructure Financing Program	Grant	The Water Resources Reform and Development Act is a water resources bill that authorizes the United States Army Corps of Engineers (ACOE) to do various water related projects, such as improvements to ports, mitigating storm and hurricane damage, restoring ecosystems, and improving flood management. WRRDA 2016 passed in the Senate on September 15, 2016 and goes to the House next for consideration. Based on the complexity and scale of the information needed for the feasibility study, and the potentially very long timeframe by which an authorization and appropriation are received (could be 2 to 3 years), this funding source is best suited for very expensive, large-scale projects. The USEPA and USACE are opening \$5.5 billion of low-interest loans for a range of WIFIA projects and \$1 billion for SWIFIA loans for dam safety owned by non-federal entities	Open	Non-federal entities who own dams.	ACOE activities are traditionally authorized every two years by Congress in Water Resources Reform and Development Acts (WRRDA) and funded annually in appropriations bills. The Army Corps can potentially fund up to 80% of construction for water related projects. Up to \$5.5 billion is available for dam	To access WRRDA funding, local sponsors (or non-Federal entities) must present projects directly to their regional Corps office for review. All new projects require a feasibility study.	<a href="https://www.usace.army.mil/Missions/Civil-Works/Infrastructure/revolutionize/CWIFP/">https://www.usace.army.mil/Missions/Civil-Works/Infrastructure/revolutionize/CWIFP/</a>	US Army Corps of Engineers		Active



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New/ Update	Geography	Category	Program	Type	Description	Deadline	Eligible Applicants	Funding	Application Process	Website 1	Agency	Funding Source	Status
	California	Water/Wastewater/Water Quality	Agricultural Water Use Efficiency - Fostering District/Farmer Water Saving Partnerships	Grant	Funding to support stakeholder efforts to stretch scarce water supplies and avoid water conflicts. On-farm improvements ARE NOT eligible for this grant, but will through NRCS. Eligible projects include water conservation projects such as canal lining, piping, irrigation flow measurement, SCADA, and other irrigation water savings measures.	Closed	States, tribes, irrigation districts, water districts, and other organizations with water or power delivery authority. Intent is for helping interests in the Central Valley.	Only \$1 million available up to a max of \$500k per grant. 50% match is required. Only 2 awards are expected.	Apply via grants.gov.	<a href="https://www.grants.gov/web/grants/view-opportunity.html?oppld=335589">https://www.grants.gov/web/grants/view-opportunity.html?oppld=335589</a>	US Bureau of Reclamation		Closed
	Upper Colorado Basin	Water/Wastewater/Water Quality	Basinwide and Basin States Salinity Control Programs	Grant	Funding for salinity management programs	9/27/2023	Water districts in the Upper Colorado River Basin	Max award of \$40 million. No cost share required.	Apply via grants.gov.	<a href="https://www.grants.gov/web/grants/view-opportunity.html?oppld=348516">https://www.grants.gov/web/grants/view-opportunity.html?oppld=348516</a>	US Bureau of Reclamation		Active
	California	Water/Wastewater/Water Quality	Bay-Delta Restoration Program: CALFED Water Use Efficiency Grants	Grant	This program helps fund urban and agricultural projects that improve ecosystem health, water supply reliability of water quality of the Bay-Delta through water use efficiency and conservation that result in quantifiable and sustained water savings or improved water management. Proposals may include implementation, demonstration, pilot water use efficiency, or conservation projects. The proposed activity must have a defined relationship to the California Bay-Delta. Eligible project types include canal lining, municipal metering, irrigation flow measurement, SCADA and automation, GW recharge, small-scale RW and reuse, landscape irrigation measures.	Closed	Indian tribes, irrigation districts, water districts, or other organizations with water or power delivery authority located in the state of California.	Up to \$500,000 per agreement. Multiple applications are allowed, but not more than \$500k per project and \$1 million per recipient will be awarded 50% cost share requirement. Approx. 2-4 agreements expected to be awarded per fiscal year.	Apply through Grants.gov. Funding has been allocated for FY 23 already, therefore FY 24 funds will be the next available.	<a href="https://www.grants.gov/web/grants/view-opportunity.html?oppld=329882">https://www.grants.gov/web/grants/view-opportunity.html?oppld=329882</a>	US Bureau of Reclamation		Closed
	Western U.S.	Water/Wastewater/Water Quality	Cooperative Watershed Management Program - Phase 1	Grant	Funding for watershed group development, watershed restoration planning, and watershed management project design. Eligible activities include developing bylaws, a mission statement, completing stakeholder outreach, developing a watershed restoration plan, and watershed management project design. This includes watershed restoration planning, monitoring, mapping, modeling, Projects should generally be completed within 3 years of award.	FY 23 - December 5, 2023; FY 24 - September 3, 2024	States, Indian tribes, local and special districts (e.g., irrigation and water districts, etc.), local governmental entities, interstate organizations, and non-profit organizations.	Up to \$300k per applicant (was \$10k previously). No cost share required. Approx. 25 to 30 agreements expected to be awarded per submittal period.	Apply via Grants.gov. Expected award date December 31, 2024	<a href="https://www.grants.gov/web/grants/view-opportunity.html?oppld=349783">https://www.grants.gov/web/grants/view-opportunity.html?oppld=349783</a>	US Bureau of Reclamation		Active
	Western U.S.	Water/Wastewater/Water Quality	Cooperative Watershed Management Program - Phase 2	Grant	Funding for watershed groups to implement on the ground projects, including: enhancing riparian vegetation, increasing instream flows, invasive species control, fish passage, stream channel reconstruction and bank stabilization	Closed	Must be established Watershed Group to apply	Up to \$300,000 per applicant; 50% cost share required.	Apply via Grants.gov.	<a href="https://www.usbr.gov/watersmart/cwmp/index.html">https://www.usbr.gov/watersmart/cwmp/index.html</a>	US Bureau of Reclamation		Closed
	National	Water/Wastewater/Water Quality	Desalination and Water Purification Research Program: Pitch to Pilot FY 23	Grant	This program funds projects that develop innovative, cost-effective, and technologically efficient ways to desalinate or treat impaired or otherwise unusable waters. Projects may include 1) laboratory scale/bench-scale projects of up to 24 months (flows <2gpm) used to determine viability of a novel process, new materials, or process modifications, or 2) pilot scale projects of up to 36 months involving flows >1gpm and tested using natural water sources to determine practicality of implementation at larger scale.	Closed 6/20/2023	Individuals, institutions of higher education, profit organizations, State and local government entities, non-profit organizations, federally-funded R&D centers, tribal governments and orgs.	Total program funding is estimated at \$2M. Award ceiling is \$300,000.	Apply via Grants.gov.	<a href="https://www.grants.gov/web/grants/view-opportunity.html?oppld=343475">https://www.grants.gov/web/grants/view-opportunity.html?oppld=343475</a>	US Bureau of Reclamation		Closed
	Western U.S.	Water/Wastewater/Water Quality	Small Surface Water and Groundwater Storage Projects	Grant	This program funds small surface and groundwater storage projects between 200 and 30,000 AF in capacity. An approved Feasibility Study under Reclamation Standards CMP TRMR-127. Eligible applicants can request funding for planning, design, and/or construction of projects.	NOFO anticipated mid-September 2023	Western states, local governments, public institutions, and tribes	Maximum award of \$20 million.	Apply via Grants.gov.	<a href="https://www.usbr.gov/smart/allstorage/">https://www.usbr.gov/smart/allstorage/</a>	US Bureau of Reclamation		Upcoming
	National	Water/Wastewater/Water Quality	Snow Water Supply Forecasting Program	Grant	The United States Department of the Interior (Department), Bureau of Reclamation's (Reclamation) Snow Water Supply Forecasting Program (Program) aims to improve the skill of water supply forecasts via enhancing snow monitoring through the deployment of emerging technologies to complement existing monitoring techniques and networks	Closed 5/12/23	Individuals, counties, nonprofits, special districts, states, small businesses, cities, private institutions, tribes	\$300,000 - \$999,000 grants	Apply through Grants.gov	<a href="https://www.grants.gov/web/grants/view-opportunity.html?oppld=346789">https://www.grants.gov/web/grants/view-opportunity.html?oppld=346789</a>	US Bureau of Reclamation		Closed
	National	Water/Wastewater/Water Quality	WaterSMART Applied Science Grants	Grant	Funding for applied science projects to develop or improve hydrologic information, water management tools, and modeling and forecasting. Results must be used to increase water supply reliability, provide flexibility in water operations, and improve water management. Must be in States of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, American Samoa, Guam, the Northern Mariana Islands, Virgin Islands, and Puerto Rico. Must be based on known and available technologies.	October 17, 2023	States, Indian Tribes, irrigation districts, and water districts, state regional, or local authorities with water or power delivery authority; universities, nonprofit research institutions,	Up to \$200,000, a 50% cost share required. \$1.5 million available, so up to 8 awards anticipated.	Apply through Grants.gov.	<a href="https://www.grants.gov/web/grants/view-opportunity.html?oppld=331404">https://www.grants.gov/web/grants/view-opportunity.html?oppld=331404</a>	US Bureau of Reclamation		Active
	National	Water/Wastewater/Water Quality	WaterSMART - Drought Contingency Planning	Grant	Funding to develop or update drought contingency plans. Plans must include input and participation by multiple stakeholders and identify potential drought mitigation and response actions to build long-term resilience to drought	Two solicitations - October 17 2023 for FY 23; April 2, 2024 for FY 24 funding	States, Indian tribes, irrigation districts, water districts, or other organizations with water or power delivery authority located in the Reclamation States or Hawaii.	\$400,000 max; 50% cost share required (though waiver of cost share possible in exceptional circumstances).	Apply via Grants.gov.	<a href="https://www.usbr.gov/drought/planning.html">https://www.usbr.gov/drought/planning.html</a>	US Bureau of Reclamation		Active
	Western U.S.	Water/Wastewater/Water Quality	WaterSMART - Drought Emergency Response Actions	Grant	Funding for emergency and temporary activities to address ongoing drought.	Continuous	Entities in Western United States and Hawaii	No-cost share required.	Contact local Reclamation office.	<a href="https://www.usbr.gov/drought/emergency.html">https://www.usbr.gov/drought/emergency.html</a>	US Bureau of Reclamation		Active

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New/Update	Geography	Category	Program	Type	Description	Deadline	Eligible Applicants	Funding	Application Process	Website 1	Agency	Funding Source	Status
	National	Water/Wastewater/Water Quality	WaterSMART - Drought Resiliency Projects (Construction)	Grant	Funding to implement projects that build long-term resiliency to drought and reduce the need for emergency response actions. Eligible activities include projects that increase the reliability of water supplies, improve water management, and provide benefits for fish and wildlife and the environment. Projects could include pipelines and conveyance, interties, infrastructure to prevent seawater intrusion, storage, recharge ponds, or injection wells, wells, small-scale treatment facilities, and stormwater. Models can also be supported. Projects must be supported by an existing drought planning effort. Water meters are only eligible if coupled with another project. Water reclamation, reuse and desalination, temporary infrastructure, and water conservation are not eligible.	October 31, 2023	States, Indian tribes, irrigation districts, water districts, or other organizations with water or power delivery authority located in the western United States or United States Territories.	Two funding levels - up to \$500,000 for projects completed in 2 years; or up to \$5 million for grants completed in 3 years. Up to \$10 million is available for domestic water supply projects for tribes or DACs. 50% cost share required for drought projects and 5% for domestic water supply projects for DACs. Approximately 25-40 awards anticipated.	Apply via Grants.gov. Award date will be October 31, 2024	<a href="https://www.grants.gov/web/grants/view-opportunity.html?oppld=349782">https://www.grants.gov/web/grants/view-opportunity.html?oppld=349782</a>	US Bureau of Reclamation		Active
	National	Water/Wastewater/Water Quality	WaterSMART Environmental Water Resources Projects	Grant	Grant funding to benefit ecological values that have a nexus to water resources management, including projects that benefit plant and animal species, fish and wildlife habitat, riparian areas, and ecosystems. This could include water conservation and efficiency projects that result in quantifiable and sustained water savings and benefit ecological values, such as canal lining/piping, irrigation flow measurements, SCADA, and other projects that benefit ecological values; water management or infrastructure improvements to mitigate drought-related impacts to ecological values, and watershed management or restoration projects benefitting ecological values.	To open February 2024	States, tribes, irrigation districts, water districts, universities, nonprofit research institutions, organizations with water or power delivery authority, or nonprofit organizations, OR watershed groups.	Up to a maximum of \$20 million is available. 75% cost share requirement. Grants are available up to \$3 million per project. Project costs must be \$6 million or less.	Applications are submitted via Grants.gov.	<a href="https://www.grants.gov/web/grants/view-opportunity.html?oppld=345535">https://www.grants.gov/web/grants/view-opportunity.html?oppld=345535</a>	US Bureau of Reclamation		Upcoming
New*	Western U.S.	Water/Wastewater/Water Quality	WaterSMART: Large Scale Water Recycling Projects	Grant	New program for large-scale water recycling projects that have completed a feasibility study for the proposed project under Bureau standards and for large-scale water recycling projects that have a total project cost of \$500 million or greater. Projects must be completed within 2 years.	FY 23 Applications due November 21, 2023; FY 24 Applications due March 29, 2024; FY 25 Applications due September 30, 2024. Feasibility Studies must be submitted to Reclamation by January 19, 2024.	States, Indian tribes, irrigation districts, water districts, or other organizations with water or power delivery authority located in the Reclamation States or Hawaii.	\$450 million available until FY 25. Minimum total project costs of \$500 million. Up to \$180 million available for these rounds. Cost share of 75%. Approximately 2 to 10 awards are expected.	Apply via grants.gov.	<a href="https://www.grants.gov/web/grants/view-opportunity.html?oppld=350116">https://www.grants.gov/web/grants/view-opportunity.html?oppld=350116</a>	US Bureau of Reclamation		Active
	National	Water/Wastewater/Water Quality	WaterSMART: Planning and Project Design	Grant	Collaborative planning and design projects to support water management improvements, include the following activities: Water Strategy Grants: Projects to conduct planning to support water management solutions, such as water marketing, water conservation, drought resiliency, and ecological resilience. Project Design Grants: Projects to develop the final design of medium and large-scale on the ground water supply projects, water management and restoration construction projects with costs above \$250ks. Drought Contingency Planning: Projects to develop a new or update an existing Drought Contingency Plan. Must have a site selected, need 60% design.	Two solicitations - October 17 2023 for FY 23; April 2, 2024 for FY 24 funding	Indian tribes, irrigation districts, water districts, or other organizations with water or power delivery authority located in the state of California.	Up to \$400,000 for projects that can be completed within 3 years. Drought Planning - 50% cost share. For water strategy or project design projects with ecological benefits, cost share is 25%. If projects are for providing domestic water supplies to DACs, cost share is 0%.	Apply through grants.gov. Award date for FY 23 funding is July 1, 2024. For FY 24, award date is late Summer 2024.	<a href="https://www.usbr.gov/watersmart/planning/index.html">https://www.usbr.gov/watersmart/planning/index.html</a>	US Bureau of Reclamation		Active
	National	Water/Wastewater/Water Quality	WaterSMART: Reservoir Operations Alternatives - Calculating Economic Effects	Grant	Funds are intended to support projects that include both (a) a technical study that develops a methodology for analyzing economic effects of reservoir operating alternatives and potential improvements and (b) a transferable tool for reservoir operators to use to estimate the benefits of specific reservoir operating alternatives and potential improvements.	A new call for proposals is expected fall/winter 2023	States, tribes, irrigation districts, water districts, universities, nonprofit research institutions, organizations with water or power delivery authority, or nonprofit organizations	Total available funding for FY 2018 is \$150,000. Only one agreement is anticipated to be awarded with 50% cost share.	Applications are submitted via grants.gov	<a href="https://www.usbr.gov/watersmart/pilots/index.html">https://www.usbr.gov/watersmart/pilots/index.html</a>	US Bureau of Reclamation		Upcoming
Update	National	Water/Wastewater/Water Quality	WaterSMART: Small Scale Water Efficiency	Grant	Reclamation will provide funding for small-scale on-the-ground water efficiency projects which seek to implement work identified in an applicant's water planning efforts. Example projects include, but are not limited to: Canal lining/piping Municipal metering Irrigation flow measurement Supervisory Control and Data Acquisition and Automation (SCADA) Landscape Irrigation measures High-Efficiency Indoor Appliances and Fixtures Upgrades to Commercial Cooling Systems to Improve Water Use Efficiency	Expected September 2023	States, tribes, irrigation districts, water districts, universities, nonprofit research institutions, organizations with water or power delivery authority.	\$5 million is available. Grants are available up to \$100,000.	Applications are submitted via grants.gov.	<a href="https://www.grants.gov/web/grants/view-opportunity.html?oppld=338320">https://www.grants.gov/web/grants/view-opportunity.html?oppld=338320</a>	US Bureau of Reclamation		Upcoming
	National	Water/Wastewater/Water Quality	WaterSMART: Title XVI Congressionally Authorized Water Reclamation and Reuse Projects	Grant	Grant funding is provided for up to 25% of planning, design and construction of congressionally authorized Title XVI water recycling projects (Funding Group I).	Expected September 2023	Sponsors of water reclamation and reuse projects specifically authorized for funding under Title XVI of Public Law (PL.) 102-575, as amended (43 US Code 390h-39).	Up to a maximum of \$20 million per project is available. 75% cost share requirement. Approximately 3 to 10 awards are expected.	Applications can be submitted via grants.gov or in hard copy. Resolutions are due within 60 days after the application deadline.	<a href="https://www.grants.gov/web/grants/view-opportunity.html?oppld=337379">https://www.grants.gov/web/grants/view-opportunity.html?oppld=337379</a>	US Bureau of Reclamation		Upcoming
	Western U.S.	Water/Wastewater/Water Quality	WaterSMART - Title XVI Water Reclamation and Reuse Research Projects	Grant	Funding for water reclamation and reuse research under the Title XVI Program. Eligible studies include: Funding Group I: Desktop research to develop science and decision-support tools for implementing or expanding water reclamation projects; Funding Group II: Research studies focused on improvements to existing facilities; Funding Group III: Research for state-of-the-art technology verification at a new proposed location or community	Closed. May have funding FY24	States, Indian tribes, irrigation districts, water districts, or other organizations with water or power delivery authority located in the Reclamation States or Hawaii.	Up to \$150,000 for Funding Group I, \$300,000 for Funding Group II, and \$750,000 for Funding Group III. Cost share of 75%	Apply via Grants.gov.	<a href="https://www.grants.gov/web/grants/view-opportunity.html?oppld=328508">https://www.grants.gov/web/grants/view-opportunity.html?oppld=328508</a>	US Bureau of Reclamation		Closed
Update	National	Water/Wastewater/Water Quality	WaterSMART: Title XVI WIIN Water Reclamation and Reuse Program	Grant	Grant funding for planning, design and construction of water reclamation and reuse projects eligible under section 4009(c) WIIN Act (Funding Group II).	Expected September 2023	Sponsors of water recycling projects authorized under the WIIN Act and/or that have submitted a Title XVI Feasibility study for Reclamation review by the date this NOFO is posted and found to meet all requirements of WTR 11-01 no later than April 30, 2022.	\$550 million is available for WIIN earmarked projects and the competitive cycle. Up to a maximum of \$30 million per project is available. 75% cost share requirement. Approximately 10 to 30 awards are expected.	Apply via Grants.gov. Resolutions are required by up to 60 days after the application deadline.	<a href="https://www.grants.gov/web/grants/view-opportunity.html?oppld=337378">https://www.grants.gov/web/grants/view-opportunity.html?oppld=337378</a>	US Bureau of Reclamation		Upcoming
Update	National	Water/Wastewater/Water Quality	WaterSMART - Water and Energy Efficiency Grants	Grant	Grants are provided for projects that seek to conserve and use water more efficiently, increase production of renewable energy, mitigate conflict risk in areas at a high risk of future water conflict, on-farm improvements, and accomplish other benefits that contribute to sustainable in the Western US. The current FOA focuses on water conservation and renewable energy, including the following: (1) Canal Lining/Piping; (2) Municipal Metering; (3) Irrigation Flow Measurement; (4) SCADA; (5) Irrigation Measures; (6) High Efficiency indoor appliances and fixtures; (7) commercial cooling systems; (8) renewable energy including hydropower facilities, solar electric, wind, or renewable-energy based pumps.	Expected September 2023	States, Indian Tribes, irrigation districts, water districts, or other organizations with water or power delivery authority in the Western United States or United States Territories as identified in the Reclamation Act of June 17, 1902, as amended.	Up to \$15 million available. Funding Group I: Up to \$500,000 for smaller projects of up to 2 years. Funding Group II: Up to \$2 million for larger, phased projects of up to 3 years. 50% cost share required. Approximately 35-40 projects are anticipated to be awarded.	Applications are submitted via Grants.gov	<a href="https://www.grants.gov/web/grants/view-opportunity.html?oppld=327729">https://www.grants.gov/web/grants/view-opportunity.html?oppld=327729</a>	US Bureau of Reclamation		Upcoming

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New/Update	Geography	Category	Program	Type	Description	Deadline	Eligible Applicants	Funding	Application Process	Website 1	Agency	Funding Source	Status
Update	Western U.S.	Water/Wastewater/Water Quality	WaterSMART – Water Marketing Strategy Grants	Grant	The FOA supports collaborative planning efforts to develop water markets that will proactively address water supply reliability and increase water management flexibility. Development of a water marketing strategy may include (1) outreach and partnership building; (2)scoping and planning activities (hydrologic, economic, legal, or other types of analyses); (3) development of a water marketing strategy document	Open - due October 31, 2023	States, Indian Tribes, irrigation districts, water districts, or other organizations with water or power delivery authority in the Western United States or United States Territories as identified in the Reclamation Act of June 17, 1902, as amended.	Funding Group I: Up to \$200,000 for projects of up to 2 years. Funding Group II: Up to \$400,000 for projects of up to 3 years. Federal cost share shall not exceed 50 percent. 10-12 awards expected.	Applications may be submitted via Grants.gov or in hardcopy by mail.	<a href="https://www.grants.gov/web/grants/view-opportunity.html?oppld=331273">https://www.grants.gov/web/grants/view-opportunity.html?oppld=331273</a>	US Bureau of Reclamation		Upcoming
	National	Water/Wastewater/Water Quality	WaterSMART: Water Recycling and Desalination Planning	Grant	Feasibility studies, planning activities, preliminary design and environmental compliance activities funded under this NOFO support the development of water recycling and desalination projects that will supplement existing fresh water supplies in urban and agricultural areas in the Western United States.	Closed 2/28/23, potential funding FY24	Indian tribes, irrigation districts, water districts, or other organizations with water or power delivery authority located in the state of California.	Funding Group I: Up to \$1 million with a required 50% cost share. Funding Group II: Up to \$5 million with a required 75% cost share.	Apply through Grants.gov.	<a href="https://www.grants.gov/web/grants/view-opportunity.html?oppld=345107">https://www.grants.gov/web/grants/view-opportunity.html?oppld=345107</a>	US Bureau of Reclamation		Closed
	National	Water/Wastewater/Water Quality	Water Conservation Field Services: Financial Assistance for FY 22-23, 23-24	Grant	Through the WCFSP, Reclamation makes cost-shared financial assistance available for developing water conservation plans, designing water management improvements, identifying water management improvements through System Optimization Reviews (SORs), and improving the understanding of water conservation techniques through demonstration activities	October 13, 2023	State, Tribe, irrigation district, water district, or other organization with water or power delivery authority located in Reclamation's Columbia-Pacific Northwest Region.	Up to \$50,000.	Applications are submitted via Grants.gov	<a href="https://www.grants.gov/web/grants/view-opportunity.html?oppld=344517">https://www.grants.gov/web/grants/view-opportunity.html?oppld=344517</a>	US Bureau of Reclamation		Active

## Grant Update September 2023

New/Update	Geography	Program	Type	Description	Deadline	Eligible Applicants	Funding	Application Process	Website 1	Agency	Funding Source	Status
<b>Recycled Water</b>												
	California	Water Recycling Funding Program Pilot Studies	Grant	Funds pilot studies to obtain new information on potable reuse of wastewater. CEQA must be complete to apply.	Potential future solicitation	Those with more than 3,000 customers or supply more than 3,000 AFY.	Grants will fund 35% of project costs up to \$1M.	Potential future funding opportunity. Previous application deadline was November 30, 2018.	<a href="https://www.waterboards.ca.gov/water_issues/programs/grants_loans/water_recycling/water_recycling_funding_program.html">https://www.waterboards.ca.gov/water_issues/programs/grants_loans/water_recycling/water_recycling_funding_program.html</a>	California State Water Resources Control Board		Closed
	California	Water Recycling Funding Program (WRFP) - Construction	Loan	Funds are very limited. Loans for the construction of water recycling facilities to offset and augment state fresh water supplies. Funding will be provided to projects that: 1) provide direct benefit to and/or submitted by a severely disadvantaged community, and/or support the human right to water; 2) DPR projects; 3) IPR projects; 4) recycled water distribution systems; 5) groundwater recharge facilities; 6) recycled water treatment facilities. Recycled water sources may be treated municipal wastewater and/or treated groundwater from sources contaminated due to human activities. Funding is also available for pilot projects for new potable reuse that will develop new information that does not currently exist and increase the body of knowledge regarding technologies that help the understanding of how potable reuse can effectively be achieved through the innovative application of current and new technologies.	Ongoing	Local public agencies, nonprofit organizations, public utilities, federally recognized Indian tribes and state Indian tribes, and mutual water companies	Funding of up to 100% of construction costs and 50% of planning costs can be provided with a combination of grant and loan financing, and based on availability as noted in the annual CWSRF IUP. Grant funding can cover up to 35% of total construction costs.	Currently accepting applications on an ongoing basis via FAAST. (Applications must follow CWSRF Policy.) General applications are submitted first, followed by additional application steps. Those seeking RW funding may be directed to CWSRF. The various funding sources can be tapped with a single application and agreement.	<a href="https://www.waterboards.ca.gov/water_issues/programs/grants_loans/water_recycling/">https://www.waterboards.ca.gov/water_issues/programs/grants_loans/water_recycling/</a>	California State Water Resources Control Board		Active
	California	Water Recycling Funding Program (WRFP) - Planning	Loan	Grants funds have been replenished. Grants are available to assist public agencies to determine the feasibility of using recycled water and selecting a recommended alternative to offset and augment the use of fresh/potable water from state and/or local supplies. This excludes pollution control studies for which water recycling is an alternative. Recycled water sources may be treated municipal wastewater and/or treated groundwater from sources contaminated due to human activities.	Ongoing	Only public agencies, whereas one agency may receive more than one grant provided the proposed study is independent in scope of work from the previously funded studies	Currently grants of \$150,000 available, with 50% match requirement.	Currently accepting applications on an ongoing basis via FAAST. Those seeking recycled water funding may be directed to Clean Water SRF. The various funding sources can be tapped with a single application.	<a href="https://www.waterboards.ca.gov/water_issues/programs/grants_loans/water_recycling/">https://www.waterboards.ca.gov/water_issues/programs/grants_loans/water_recycling/</a>	California State Water Resources Control Board	Proposition 1, 13	Active
	California	Local Resources Program	Grant	This program provides funding for the development of water recycling, groundwater recovery, and seawater desalination supplies that replace an existing demand or prevent a new demand on Metropolitan's imported water deliveries either through direct replacement of potable water or increased regional groundwater production. New water recycling, groundwater recovery, and seawater desalination projects are eligible for funding provided they include construction of new substantive treatment or distribution facilities. Existing projects or those that have commenced construction prior to application submittal are ineligible. Strong consideration will be given to projects that are well positioned for construction and timely production of stated project capacities in the near future. Projects with long ramp-up schedules may be addressed in phases. Agency must apply for each phase separately when each phase is poised for timely construction and operation. Note: The project unit costs must be higher than Metropolitan water rate for a project to qualify for LRP payments.	Continuous	Public and private water agencies within Metropolitan's service area.	There are three LRP incentive payment structure options to choose from when applying: sliding scale incentives of up to \$340/AF over 25 years, sliding scale incentives up to \$475/AF over 15 years, or fixed incentives up to \$305/AF over 25 years. One option must be chosen at the time of application.	Applications are accepted on a continuous basis until the program target yield of 63,000 acre-feet per year is fully subscribed. Applications must be made through the applicant's respective Metropolitan member agency.	<a href="http://www.mwdh2o.com/AboutYourWater/Planning/Funding-Programs/Local-Resource-Program-Funding">http://www.mwdh2o.com/AboutYourWater/Planning/Funding-Programs/Local-Resource-Program-Funding</a>	Metropolitan Water District		Active
	California	On-Site Retrofit Program	Rebate	Financial incentives to convert potable water irrigation or industrial water systems to recycled water. Up to \$195/acre-foot for 5 years of estimated water use (capped at the actual retrofit cost). Eligible costs include design, permitting, construction, connection fees, and required recycled water signage.	Ongoing	Public or private property owners within the Metropolitan Water District service area. Projects already under construction are not eligible.	Up to \$195/acre-foot for 5 years of estimated water use (capped at the actual retrofit cost).	Apply online. Ongoing solicitation until funds are exhausted.	<a href="http://www.bewaterwise.com/OnSite_Pilot_Program.shtml">http://www.bewaterwise.com/OnSite_Pilot_Program.shtml</a>	Metropolitan Water District		Active
New*	Western U.S.	WaterSMART: Large Scale Water Recycling Projects	Grant	New program for large-scale water recycling projects that have completed a feasibility study for the proposed project under Bureau standards and for large-scale water recycling projects that have a total project cost of \$500 million or greater. Projects must be completed within 2 years.	FY 23 Applications due November 21, 2023; FY 24 Applications due March 29, 2024; FY 25 Applications due September 30, 2024. Feasibility Studies must be submitted to Reclamation by January 19, 2024.	States, Indian tribes, irrigation districts, water districts, or other organizations with water or power delivery authority located in the Reclamation States or Hawaii.	\$450 million available until FY 25. Minimum total project costs of \$500 million. Up to \$180 million available for these rounds. Cost share of 75%. Approximately 2 to 10 awards are	Apply via grants.gov.	<a href="https://www.grants.gov/web/grants/view-opportunity.html?oppld=350116">https://www.grants.gov/web/grants/view-opportunity.html?oppld=350116</a>	US Bureau of Reclamation		Active
	National	WaterSMART: Title XVI Congressionally Authorized Water Reclamation and Reuse Projects	Grant	Grant funding is provided for up to 25% of planning, design and construction of congressionally authorized Title XVI water recycling projects (Funding Group I).	Expected September 2023	Sponsors of water reclamation and reuse projects specifically authorized for funding under Title XVI of Public Law (P.L.) 102-575, as amended (43 US Code 390h-39).	Up to a maximum of \$20 million per project is available. 75% cost share requirement. Approximately 3 to 10 awards are expected.	Applications can be submitted via grants.gov or in hard copy. Resolutions are due within 60 days after the application deadline.	<a href="https://www.grants.gov/web/grants/view-opportunity.html?oppld=337379">https://www.grants.gov/web/grants/view-opportunity.html?oppld=337379</a>	US Bureau of Reclamation		Upcoming
	Western U.S.	WaterSMART - Title XVI Water Reclamation and Reuse Research Projects	Grant	Funding for water reclamation and reuse research under the Title XVI Program. Eligible studies include: Funding Group I: Desktop research to develop science and decision-support tools for implementing or expanding water reclamation projects; Funding Group II: Research studies focused on improvements to existing facilities; Funding Group III: Research for state-of-the-art technology verification at a new proposed location or community	Closed. May have funding FY24	States, Indian tribes, irrigation districts, water districts, or other organizations with water or power delivery authority located in the Reclamation States or Hawaii.	Up to \$150,000 for Funding Group I, \$300,000 for Funding Group II, and \$750,000 for Funding Group III. Cost share of 75%	Apply via Grants.gov. A future solicitation is anticipated.	<a href="https://www.grants.gov/web/grants/view-opportunity.html?oppld=328508">https://www.grants.gov/web/grants/view-opportunity.html?oppld=328508</a>	US Bureau of Reclamation		Upcoming
	Western U.S.	WaterSMART: Title XVI WIIN Water Reclamation and Reuse Program	Grant	Grant funding for planning, design and construction of water reclamation and reuse projects eligible under section 4009(c) WIIN Act (Funding Group II).	Expected September 2023	Sponsors of water recycling projects authorized under the WIIN Act and/or that have submitted a Title XVI Feasibility study for Reclamation review by the date this NOFO is posted and found to meet all requirements of WTR 11-01 no later than April 30, 2022.	\$550 million is available for WIIN earmarked projects and the competitive cycle. Up to a maximum of \$30 million per project is available. 75% cost share requirement. Approximately 10 to 30 awards are expected.	Apply via Grants.gov.	<a href="https://www.grants.gov/web/grants/view-opportunity.html?oppld=337378">https://www.grants.gov/web/grants/view-opportunity.html?oppld=337378</a>	US Bureau of Reclamation		Upcoming
	National	WaterSMART: Water Recycling and Desalination Planning	Grant	Feasibility studies, planning activities, preliminary design and environmental compliance activities funded under this NOFO support the development of water recycling and desalination projects that will supplement existing fresh water supplies in urban and agricultural areas in the Western United States.	Closed 2/28/23. May have future funding.	Indian tribes, irrigation districts, water districts, or other organizations with water or power delivery authority located in the state of California.	Funding Group I: Up to \$1 million with a required 50% cost share. Funding Group II: Up to \$5 million with a required 75% cost share.	Apply through Grants.gov.	<a href="https://www.grants.gov/web/grants/view-opportunity.html?oppld=345107">https://www.grants.gov/web/grants/view-opportunity.html?oppld=345107</a>	US Bureau of Reclamation		Closed
	National	Alternative Water Source Grants Pilot Program	Grant	EPA will provide competitive grants to state, interstate, and intrastate water resource development agencies to engineer, design, construct, and test alternative water source systems, including water recycling systems	In development. To come FY 2024	Federal, state, and local governments, special districts	\$25 million per year will be available.	More information to come	TBD	US Environmental Protection Agency		Upcoming

## Grant Update September 2023

Geography	Program	Type	Description	Deadline	Eligible Applicants	Funding	Application Process	Website 1	Agency	Funding Source	Status
<b>Agricultural Lands</b>											
California	Climate Ready Grant	Grant	The Coastal Conservancy's Climate Ready Program is funding planning and implementation of projects that increase resilience to sea level rise and facilitate reduction of GHG emissions. The current round prioritizes projects that include managed retreat, natural shoreline infrastructure, living shorelines, and/or habitat enhancement, with priority given to projects that benefit DACs.	Potential future solicitation.	Government agencies, non-profit organizations, and federally recognized tribes	Previously \$2.8 million was available for Climate Ready grants, with no set minimum or maximum grant amounts.	The application consists of a cover sheet and project description.	<a href="http://scc.ca.gov/climate-change/climate-ready-program/">http://scc.ca.gov/climate-change/climate-ready-program/</a>	California Coastal Conservancy		Closed
California	Coastal Conservancy Ongoing Funding	Grant	The Coastal Conservancy accepts grant applications on an ongoing basis for projects that help achieve goals and objectives of its Strategic Plan. These include projects that protect the natural and scenic beauty of the coast; enhance wildlife habitat; help the public to get to and enjoy beaches and parklands; keep farmland and timberlands in production; improve water quality; revitalize working waterfronts; prepare communities for the impacts of climate change; sequester carbon or reduce greenhouse gas emissions (See Strategic Plans and Project Selection Criteria for more details). Activities funded include pre-project feasibility studies, property acquisition, planning and design, environmental review, construction, monitoring, and in limited circumstances, maintenance. Funds may only be used for projects that will provide benefits or improvements that are greater than required applicable environmental mitigation measures or compliance obligations.	Continuous	Public agencies, tribes, and certain 501(c)(3) nonprofit organizations are eligible for funding. Nonprofit organization must demonstrate consistency with Division 21 of the Public Resources Code, the Coastal Conservancy's enabling legislation.	Funding availability is subject to legislative appropriation. There are no established minimum or maximum grant amounts, unless specified in a specific RFP. The Coastal Conservancy will base the size of awards on project needs, benefits and competing demands for existing funding. The SCC received \$500 million for the budget bill	Applications are accepted on an ongoing basis. Prospective applicants must discuss their projects with Conservancy staff prior to completing or submitting a pre-proposal.	<a href="https://scc.ca.gov/grants/">https://scc.ca.gov/grants/</a>	California Coastal Conservancy	Prop 68	Active
California	Proposition 68 San Francisco Bay Area Conservancy Program Climate Adaptation Funds	Grant	Funding is for projects that plan, develop, and implement climate adaptation and resiliency projects in the nine counties of the San Francisco Bay Area. Eligible projects shall improve a community's ability to adapt to the unavoidable impacts of climate change; improve and protect coastal and rural economies, agricultural viability, wildlife corridors, or habitat; develop future recreational opportunities; or enhance drought tolerance, landscape resilience, and water retention. Projects that use natural infrastructure and provide multiple benefits will be prioritized.	Continuous	Government agencies, federally recognized tribes, and 501(c)(3) nonprofit organizations	No funding limit specified.	Pre-applications will be accepted by the SCC on a rolling basis, beginning January 1, 2021.	<a href="https://scc.ca.gov/2020/11/02/request-for-proposals-proposition-68-san-francisco-bay-area-conservancy-program-climate-adaptation-funds/">https://scc.ca.gov/2020/11/02/request-for-proposals-proposition-68-san-francisco-bay-area-conservancy-program-climate-adaptation-funds/</a>	California Coastal Conservancy	Proposition 68	Active
California	Climate Smart Land Management Program	Grant	Climate Smart Land Management Program is funded by the Budget Act of 2022 (AB 179, Ch. 249, Stat. 2022), which appropriated \$10 million to the Department for grants to implement projects or develop plans that increase climate action on California's natural and working lands and are consistent with the State's Natural and Working Lands Climate Smart Strategy. The Climate Smart Land Management - Capacity and Technical Assistance Program seeks to increase the capacity of state partners to support accomplishment of goals identified in the State's Natural and Working Lands Climate Smart Strategy (NWLSSS). Can fund local staff development/time, increase partner capacity for planning/implementation projects, developing new pilot projects or programs, organizational capacity	Closed 5/8/23	Regional or statewide applicants including RCDs, UC Cooperative Extension, state conservancies, land trusts, regional parks districts, local governments, CBO's, NGO's, and tribes.	\$8.5 million available with grants between \$500k - \$2 million	Applications must be emailed to mlrp@conservation.ca.gov.	<a href="https://www.conservation.ca.gov/dlrp/grant-programs/Documents/Climate%20Smart%20Land%20Management%20Program%20Guidelines%202023.pdf">https://www.conservation.ca.gov/dlrp/grant-programs/Documents/Climate%20Smart%20Land%20Management%20Program%20Guidelines%202023.pdf</a>	California Department of Conservation		Closed
California	Multi-Benefit Land Repurposing	Grant	Funding to implement the Multibenefit Land Repurposing Program for groundwater sustainability projects that reduce groundwater use, repurpose irrigated agricultural land, and provide wildlife habitat.	Closed 3/29/23	Applies to critically overdraft groundwater basins or those in an approved GSP, or a high and medium groundwater basin where a drought declaration has been declared. GSAs, tribes, public agencies, nonprofits, and watermasters.	\$40 million available. Maximum amount is \$2.5 million.	Applications must be emailed to mlrp@conservation.ca.gov.	<a href="https://www.grants.ca.gov/grants/round-2-fy-22-23-multibenefit-land-repurposing-program-mlrp-program/">https://www.grants.ca.gov/grants/round-2-fy-22-23-multibenefit-land-repurposing-program-mlrp-program/</a>	California Department of Conservation	SB170/Climate Resilience Package	Closed
California	Sustainable Agriculture Lands Conservation Program: Acquisition	Grant	The Sustainable Agricultural Lands Conservation Program (SALC) supports the state's greenhouse gas (GHG) emission goals by making strategic investments to protect agricultural lands. Agricultural Conservation Acquisitions provide funding to leverage the protection of strategically located, highly productive, and critically threatened agricultural land, via the purchase of permanent agricultural conservation easements and fee title purchases.	Closed 6/16/2023	Nonprofits, public agencies, and tribes	Applicants must provide at least 10% of easement value as match. Can get 100% funded if benefiting a priority population, tribe, or socially disadvantaged ranches or farms.	Applications must be emailed to salcp@conservation.ca.gov.	<a href="https://www.conservation.ca.gov/dlrp/grant-programs/SALCP">https://www.conservation.ca.gov/dlrp/grant-programs/SALCP</a>	California Department of Conservation		Closed
California	Sustainable Agriculture Lands Conservation Program: Capacity and Project Development	Grant	The Sustainable Agricultural Lands Conservation Program (SALC) supports the state's greenhouse gas (GHG) emission goals by making strategic investments to protect agricultural lands. Agricultural Conservation Acquisitions provide funding to leverage the protection of strategically located, highly productive, and critically threatened agricultural land, via the purchase of permanent agricultural conservation easements and fee title purchases.	Closed 7/21/23	Nonprofits, public agencies, and tribes	No match required.	Applications must be emailed to salcp@conservation.ca.gov.	<a href="https://www.conservation.ca.gov/dlrp/grant-programs/SALCP">https://www.conservation.ca.gov/dlrp/grant-programs/SALCP</a>	California Department of Conservation		Closed
California	Sustainable Agriculture Lands Conservation Program: Land Use Planning	Grant	The Sustainable Agricultural Lands Conservation Program (SALC) supports the state's greenhouse gas (GHG) emission goals by making strategic investments to protect agricultural lands. Agricultural Conservation Acquisitions provide funding to leverage the protection of strategically located, highly productive, and critically threatened agricultural land, via the purchase of permanent agricultural conservation easements and fee title purchases.	September 8, 2023	Nonprofits, public agencies, and tribes	No match required.	Applications must be emailed to salcp@conservation.ca.gov.	<a href="https://www.conservation.ca.gov/dlrp/grant-programs/SALCP">https://www.conservation.ca.gov/dlrp/grant-programs/SALCP</a>	California Department of Conservation		Active
California	California Forest Improvement Program	Grant	California Forest Improvement Program (CFIP) program encourages private and public investment in, and improved management of, California forest lands and resources. This focus of CFIP is to ensure adequate high quality timber supplies, related employment and other economic benefits, and the protection, maintenance, and enhancement of a productive and stable forest resource system for the benefit of present and future generations. Cost-shared activities include management planning, site preparation, tree purchase and planting, timber stand improvement, fish and wildlife habitat improvement, and land conservation practices.	Continuous	Cost-share assistance is provided to private and public ownerships containing 20 to 5,000 acres of forest land.	CalFire will be releasing \$1 to \$2 million every 2 months.	Must request a tracking # from local CalFire unit one week prior to deadline. Applications will be submitted through Sharepoint.	<a href="https://www.fire.ca.gov/grants/California-forest-improvement-program-cfip/">https://www.fire.ca.gov/grants/California-forest-improvement-program-cfip/</a>	CAL FIRE		Active
California	Community Wildfire Defense Grant	Grant	This program, which was authorized by the Bipartisan Infrastructure Law, prioritizes at-risk communities in an area identified as having high or very high wildfire hazard potential, are low-income, or have been impacted by a severe disaster that affects the risk of wildfire. Eligible projects include Community Wildfire Protection Plans and project implementation for projects described in CWPPs. Priority points for areas with high wildfire hazard potential, low-income communities, and community impacted by a severe disaster within last 10 years.	October 31, 2023	Units of local government represented communities at risk of wildfires, tribes, nonprofits, state forestry agencies	\$250 million available. Up to \$250,000 for creation or update of CWPP, \$10 million for projects. 10% cost share for CWPP, 25% cost share for implementation projects.	Apply through grants.gov	<a href="https://www.fs.usda.gov/managing-land/fire/grants">https://www.fs.usda.gov/managing-land/fire/grants</a>	CAL FIRE		Active

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Geography	Program	Type	Description	Deadline	Eligible Applicants	Funding	Application Process	Website 1	Agency	Funding Source	Status
California	Forest Health Grant Program	Grant	Grant funds are provided for projects that proactively restore forest health and conserve working forests; protect upper watersheds where the state's water supply originates; promote the long-term storage of carbon in forest trees and soils; minimize the loss of forest carbon from large, intense wildfires; and further goals of the California Global Warming Solutions Act of 2006. Project activities may include forest fuel reduction, prescribed fire, pest management, reforestation, biomass utilization, conservation easements and/or land acquisition through the Forest Legacy Program; and research as a component, or stand-alone through the Forest	Closed 2/28/23	Federal and state land management agencies, Native American tribes, private forest landowners, resource conservation districts, fire safe councils, land trusts, landowner organizations, conservation groups, and non-profit	\$120 million is available for Forest Health, Post-Fire Reforestation and Regeneration has \$50 million available. These projects have a grant end date of March 2029.	Submitted through grants portal eCIVIS.	<a href="https://www.fire.ca.gov/grants/forest-health-grants/">https://www.fire.ca.gov/grants/forest-health-grants/</a>	CAL FIRE		Closed
California	Forest Health Research Program	Grant	Through the Forest Health Research Program, CAL FIRE funds scientific studies that provide critical information and tools to forest landowners, resource agencies, fire management organizations and policy makers on a variety of priority topics related to forest health and wildfire in California ecosystems. Funding is offered for four types of projects: general research, research occurring on Demonstration State Forests, graduate student research, and science synthesis/tool development. The Research Program is supported by	Concept Papers Closed 4/27/23	Forest landowners, resource agencies, fire management organizations, and policy makers.	\$5.5 million available. Maximum grant is \$500k.	Submitted through grants portal eCIVIS.	<a href="https://frap.fire.ca.gov/research-monitoring/forest-health-research-grants/">https://frap.fire.ca.gov/research-monitoring/forest-health-research-grants/</a>	CAL FIRE		Closed
California	Forest Legacy Program	Grant	The purpose of the Forest Legacy Program is to protect environmentally important forest land threatened with conversion to non-forest uses. Protection of California's forests through this program ensures they continue to provide such benefits as sustainable timber production, wildlife habitat, recreation opportunities, watershed protection and open space. Intact forests also contribute significantly to the storage and sequestration of carbon.	Closed 7/16/23	Eligible properties include those with working forest and rangelands, where the property is managed for the production of forest products and traditional forest uses are maintained.	50% match required.	Submitted through grants portal eCIVIS.	<a href="https://www.fire.ca.gov/grants/forest-legacy/">https://www.fire.ca.gov/grants/forest-legacy/</a>	CAL FIRE		Closed
California	Urban and Community Forestry	Grant	The purpose of the Forest Legacy Program is to protect environmentally important forest land threatened with conversion to non-forest uses. Protection of California's forests through this program ensures they continue to provide such benefits as sustainable timber production, wildlife habitat, recreation opportunities, watershed protection and open space. Intact forests also contribute significantly to the storage and sequestration of carbon.	Closed	Eligible properties include those with working forest and rangelands, where the property is managed for the production of forest products and traditional forest uses are maintained.	50% match required.	Submitted through grants portal eCIVIS.	<a href="https://www.fire.ca.gov/what-we-do/grants/forest-legacy">https://www.fire.ca.gov/what-we-do/grants/forest-legacy</a>	CAL FIRE		Closed
California	Wildfire Prevention Grants Program	Grant	This program provides funding for local projects and activities that address the risk of wildfire and reduce wildfire potential to forested and forest adjacent communities. Funded activities include: hazardous fuel reduction and removal of dead, dying, or diseased trees, fire prevention planning, and fire prevention education with an emphasis on improving public health and safety while reducing greenhouse gas emissions.	Closed 3/15/23	Federal and state land management agencies, Native American tribes, private forest landowners, resource conservation districts, fire safe councils, land trusts, landowner organizations,	Up to \$120 million will be available for the Fire Prevention Programs in FY 21/22. Maximum of \$5 million.	Must request a tracking # from local CalFire unit one week prior to deadline. Applications will be submitted through Sharepoint.	<a href="https://www.fire.ca.gov/grants/fire-prevention-grants/">https://www.fire.ca.gov/grants/fire-prevention-grants/</a>	CAL FIRE		Closed
California	Healthy Soils Program	Grant	The Healthy Soils - Block Grant Pilot Program is a part of the Healthy Soils Program, which stems from the California Healthy Soils Initiative, a collaboration of state agencies and departments that promotes the development of healthy soils on California's farmlands and ranchlands. The Block Grant Pilot Program is designed to facilitate financial assistance to California agricultural operations through regional block grant administrators.	Closed 6/19/2023	RCD's, universities or colleges, tribes, local or regional government agencies such as air pollution control districts, and nonprofits.	\$29 million is available. Minimum award is \$2 million and maximum is \$5 million.	Apply through CDFA website.	<a href="https://www.grants.ca.gov/grants/healthy-soils-block-grant-pilot-program/">https://www.grants.ca.gov/grants/healthy-soils-block-grant-pilot-program/</a>	CFDA		Closed
California	Cleanup Remediation and Watershed Enhancement	Grant	Proposals to remediate and enhance watersheds and communities, cleanup and remediation of public land focusing on severe impacts of illicit cannabis operations,	Continuous	Public agencies, state departments, colleges and universities, tribal governments, and nonprofit entities.	\$20 million available.	Proposals are submitted electronically through CDFW WebGrants.	<a href="https://www.grants.ca.gov/grants/cleanup-remediation-and-watershed-enhancement-funding-opportunity/">https://www.grants.ca.gov/grants/cleanup-remediation-and-watershed-enhancement-funding-opportunity/</a>	California Department of Fish and Wildlife		Active
California	Fisheries Restoration	Grant	For projects that lead to process-based restoration, enhancement, or protection of anadromous salmonid habitat.	Closed 4/20/23	Nonprofits, public agencies, tribes in priority watersheds	\$17 million available	Apply through webgrants.	<a href="https://www.grants.ca.gov/grants/fisheries-restoration-grant-program-2/">https://www.grants.ca.gov/grants/fisheries-restoration-grant-program-2/</a>	California Department of Fish and Wildlife		Closed
California	Natural Community Conservation Planning Local Assistance Grant	Grant	The Natural Community Conservation Planning Local Assistance Grant (NCCP LAG) Program and the 30x30 Grant Program are intended to assist local public and non-profit entities with the highest priority tasks needed to implement NCCPs, and for projects associated with the planning and implementation of NCCPs and/or Habitat Conservation Plans (HCPs).	Closed 8/4/23	Nonprofits, public agencies, tribes in priority watersheds	Up to \$29 million is available.	Proposal should be submitted to HCPB at NCCP@wildlifeca.gov	<a href="https://wildlife.ca.gov/Conservation/Planning/NCCP/Grants">https://wildlife.ca.gov/Conservation/Planning/NCCP/Grants</a>	California Department of Fish and Wildlife		Closed
National	National Fish Passage Program	Grant	Financial assistance (and technical assistance) is provided in the form of cooperative agreements for programs that provide fish passage and restore aquatic connectivity for the benefit of federal trust resources.	12/31/2023	NFPP projects must be implemented in coordination with FAC staff. Applicants can be, but not limited to: state and federal agencies, private lands, tribes, local municipalities, and non-governmental organizations.	Individual awards can range from \$500 to \$2 million. There's a 50% cost share requirement. There's approximately \$13,980,000 available under this program solicitation.	Contact local Fisheries and Aquatic Conservation (FAC) Program or Regional staff prior to applying. Full applications are submitted electronically on grants.gov or by mail.	<a href="https://www.grants.gov/web/grants/view-opportunity.html?oppld=333451">https://www.grants.gov/web/grants/view-opportunity.html?oppld=333451</a>	California Department of Fish and Wildlife		Active
California	Restoration Grants - Nature-Based Solutions, Drought, and Climate Resiliency	Grant	This grant will fund planning and implementation projects that enhance resiliency to drought and climate change through restoration, protection, or enhancement of riparian and aquatic habitat and river channels, connection of historical flood plains, or improvement to ecological functions. Funding can also be used to address climate adaptation, wetlands and mountain meadows restoration, and support wildlife corridors.	Call for Concepts Open	Public agencies (federal, state, local), nonprofit organizations, federally recognized Indian tribes, and State Indian tribes, public utilities, mutual water	\$200 million is available.	Proposals are submitted electronically through CDFW WebGrants. Consultations with CDFW staff are encouraged before a concept proposal	<a href="https://wildlife.ca.gov/Conservation/Watersheds/Restoration-Grants/Concept">https://wildlife.ca.gov/Conservation/Watersheds/Restoration-Grants/Concept</a>	California Department of Fish and Wildlife		Active
California	Wetlands Restoration for Greenhouse Gas Reduction Program	Grant	The Wetlands Restoration for Greenhouse Gas Reduction Program (Program) restores or enhances wetlands and watershed ecosystems to provide essential services to California's people, wildlife, and fish. Wetlands have high carbon sequestration rates that can sequester carbon for decades. There is tremendous opportunity to restore or enhance large areas of mountain meadow, coastal tidal, inland seasonal, and Sacramento-San	Open	Public agencies including federal agencies, State agencies, county, city, public college or university, or any other political subdivision of California;	Contingency funding available. No specified minimum or maximum award amount.	Proposals are submitted electronically through CDFW WebGrants. A future solicitation is anticipated.	<a href="https://wildlife.ca.gov/Conservation/Watersheds/Greenhouse-Gas-Reduction">https://wildlife.ca.gov/Conservation/Watersheds/Greenhouse-Gas-Reduction</a>	California Department of Fish and Wildlife		Active
California	Instream Flow Water Purchase Program	Grant	The Instream Flow Water Purchase Program (WPP) establishes financial instruments and agreements necessary to ensure water for beneficial instream flows are made available from those with legal rights to use or dedicate water. Flows must be provided in the Sacramento-San Joaquin Delta Watershed for at least 10 years.	10/1/2023	Business, Individuals, Nonprofits, Public Agencies, and Tribal Governments	Up to \$360 million.	Proposals accepted on grants.ca.gov	<a href="https://resources.ca.gov/grants/instream-flow-water-purchase">https://resources.ca.gov/grants/instream-flow-water-purchase</a>	CA Department of Water Resources (DWR)		Active

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Geography	Program	Type	Description	Deadline	Eligible Applicants	Funding	Application Process	Website 1	Agency	Funding Source	Status
California	Riverine Stewardship Grant	Grant	Fish passage improvements or projects that increase ecological, stream management, climate, and community improvement benefits. Eligible projects include fish and wildlife habitat restoration, cool water refugios, innovative green infrastructure, groundwater storage, fish passage, or increase in floodplain.	Continuous	Public agencies that receive water from the SWP	\$6 million available. 20% match required.	Proposals will use the same process as the Urban Streams Restoration Program.	<a href="https://water.ca.gov/-/media/DWR-Website/Web-Pages/Programs/Integrated-Regional-Water-Management/Riverine-Stewardship-Program/Riverine-Stewardship-Program---Grants/Riverine-Stewardship-Program-Guidelines_FINAL_No_Appendices_a_v19.pdf">https://water.ca.gov/-/media/DWR-Website/Web-Pages/Programs/Integrated-Regional-Water-Management/Riverine-Stewardship-Program/Riverine-Stewardship-Program---Grants/Riverine-Stewardship-Program-Guidelines_FINAL_No_Appendices_a_v19.pdf</a>	CA Department of Water Resources (DWR)		Active
California	Urban Streams Restoration Program	Grant	This program provides grant funding for local communities for projects to reduce flooding and erosion and associated property damage; restore, enhance, or protect the natural ecological values of streams; and promote community involvement, education, and stewardship. The project must include an education/outreach component. The program may also fund planning-only grants for projects that serve DACs once completed.	Continuous	Requires a Sponsor and Co-sponsor including one Public Agency and one local/non-profit/citizens group.	\$10.7 million is available. Maximum grant amounts are \$ 1 million. 20% cost share requirement for non-DAC projects. 4 - 7 awards are expected.	Proposals accepted on grants.ca.gov	<a href="https://water.ca.gov/Programs/Integrated-Regional-Water-Management/Riverine-Stewardship-Program/Riverine-Stewardship-Program---Grants/Riverine-Stewardship-Program-Guidelines_FINAL_No_Appendices_a_v19.pdf">https://water.ca.gov/Programs/Integrated-Regional-Water-Management/Riverine-Stewardship-Program/Riverine-Stewardship-Program---Grants/Riverine-Stewardship-Program-Guidelines_FINAL_No_Appendices_a_v19.pdf</a>	CA Department of Water Resources (DWR)		Active
California	Environmental Enhancement and Mitigation	Grant	The EEM Program is an annual program established by legislation in 1989 and amended on September 26, 2013. It offers grants to local, state, and federal governmental agencies, and to nonprofit organizations for projects to mitigate the environmental impacts caused by new or modified public transportation facilities. There are three types of EEM project: Urban Forestry, Resource Lands, and Mitigation Projects Beyond the Scope of the Lead Agency.	Closed 6/30/2023	Nonprofit, public agency	\$8.3 million available. Grants from \$1 - \$1.5 million. No matching funds required.	Apply via SOAR website.	<a href="https://www.grants.ca.gov/grants/environmental-enhancement-and-mitigation-3/">https://www.grants.ca.gov/grants/environmental-enhancement-and-mitigation-3/</a>	CA Natural Resources Agency		Closed
California	Habitat Conservation Fund Program	Grant	Funding for: habitat acquisition to protect: native oak woodlands for deer and mountain lions; rare, threatened, or endangered species. Or acquisition, enhancement, or restoration of wetlands; or acquisition, enhancement or restoration of aquatic habitat for spawning and rearing of anadromous salmonids; or the acquisition, restoration, or enhancement of riparian habitat; or acquisition or development of wildlife corridors. Funding can include nature interpretation programs to bring urban residents into park and wildlife areas, protection of various plant and animal species, and acquisition of corridors and trails.	Closed 6/15/2023	Cities, counties, park or open space district	Approximately \$6 million is available this year. There is no minimum or maximum grant request but historically grants have been \$50K to \$200K. 50% match is required.	Applications are submitted via the parks.ca website.	<a href="https://www.parks.ca.gov/?page_id=21361">https://www.parks.ca.gov/?page_id=21361</a>	CA State Parks		Closed
California	Land and Water Conservation Fund	Grant	Land and Water Conservation Fund (LWCF) grants provide funding for the acquisition or development of land to create new outdoor recreation opportunities for the health and wellness of Californians	Closed 6/1/23	Cities, counties, state agencies, tribes, JPAs, park districts, and special districts with authority to acquire, operate, and maintain public park and recreation areas.	\$45 million available.	Applications are submitted via the parks.ca website.	<a href="https://www.parks.ca.gov/?page_id=21360">https://www.parks.ca.gov/?page_id=21360</a>	CA State Parks		Closed
California	Law Enforcement Financial Aid Program FY 23	Grant	This program provides state financial aid to local government agencies whose waterways have high usage of boaters and insufficient tax base to fully fund a marine law enforcement boating safety program.	12/31/2023	Public agency and local government agencies in CA	\$11.5 million available.	Applications are submitted via the parks.ca website.	<a href="https://www.grants.ca.gov/grants/division-of-boating-and-waterways-law-enforcement-financial-aid-program-fy23/">https://www.grants.ca.gov/grants/division-of-boating-and-waterways-law-enforcement-financial-aid-program-fy23/</a>	CA State Parks		Active
California	Local Assistance Boat Launching Facility Grant Program FY24	Grant	In accordance with Section 72.5 of the Harbors and Navigation Code, Boat Launching Facility (BLF) grants are provided to local government agencies for the construction or improvement of boat launching ramps, restrooms, boarding floats, shore protection, parking for vehicles and boat trailers, and ancillary items. Also included in the grant are monies to pay for engineering, construction inspection, permits from regulatory agencies, special studies, construction contingency, and other project related costs. The primary purpose of the grant is to provide and improve access to California's waterways by the recreational boating public using	2/1/2024	Public agency and local government agencies in CA	\$4.1 million is available. No match is required.	Applications are submitted via the parks.ca website.	<a href="https://www.grants.ca.gov/grants/division-of-boating-and-waterways-local-assistance-boat-launching-facility-grant-program-fy24/">https://www.grants.ca.gov/grants/division-of-boating-and-waterways-local-assistance-boat-launching-facility-grant-program-fy24/</a>	CA State Parks		Active
California	Local Assistance Statewide Ramp Repair and Modification Grant Program FY 24	Grant	The Statewide Ramp Repair and Modification Grant Program provides grant funding to public agencies to quickly restore safe and convenient public boating access by correcting public health and safety issues caused by unexpected damage due to flood, accidents, wildfires or by extending existing boat ramps as needed due to drought conditions at DBW-funded boat launching facilities. Typical grant-funded items include repairing or replacing boat ramps, boarding floats, restroom and parking facilities for vehicles with boat trailers.	2/21/2024	Public agency and local government agencies in CA	\$750k available. No match required.	Applications are submitted via the parks.ca website.	<a href="https://www.grants.ca.gov/grants/division-of-boating-and-waterways-local-assistance-statewide-ramp-repair-and-modification-grant/">https://www.grants.ca.gov/grants/division-of-boating-and-waterways-local-assistance-statewide-ramp-repair-and-modification-grant/</a>	CA State Parks		Active
California	Local Assistance Statewide Non-Motorized Boat Launching Facility Program	Grant	The Statewide Non-Motorized Boat Launching Facility Grant Program provides funding to create or improve public non-motorized boating access. Typical grant-funded items include the construction of small, hand-launched boat ramps, small parking lots, and restrooms.	2/1/2024	Public agency and local government agencies in CA	\$1 million available. No match required.	Applications are submitted via the parks.ca website.	<a href="https://www.grants.ca.gov/grants/division-of-boating-and-waterways-local-assistance-statewide-non-motorized-boat-launching-facility/">https://www.grants.ca.gov/grants/division-of-boating-and-waterways-local-assistance-statewide-non-motorized-boat-launching-facility/</a>	CA State Parks		Active
California	Local Assistance Pumpout/Dump Station Installation Grant FY22	Grant	The Pumpout Facility Grant Program funds the construction of pumpout and dump stations on California's waterways.	Closed 6/30/2023	Businesses, individuals, nonprofits, public agencies, tribes	\$540k available. 25% match required.	Applications are submitted via the parks.ca website.	<a href="https://www.grants.ca.gov/grants/division-of-boating-and-waterways-local-assistance-pumpout-dump-station-floating-restroom/">https://www.grants.ca.gov/grants/division-of-boating-and-waterways-local-assistance-pumpout-dump-station-floating-restroom/</a>	CA State Parks		Closed
California	Pumpout/Dump Station/Floating Restroom Operation and Maintenance Grant FY22	Grant	The Pumpout Facility Grant Program funds the operation and maintenance of pumpout and dump stations on California's waterways.	Closed 6/30/2023	Businesses, individuals, nonprofits, public agencies, tribes	\$36k available. 25% match required.	Applications are submitted via the parks.ca website.	<a href="https://www.grants.ca.gov/grants/division-of-boating-and-waterways-local-assistance-pumpout-dump-station-floating-restroom/">https://www.grants.ca.gov/grants/division-of-boating-and-waterways-local-assistance-pumpout-dump-station-floating-restroom/</a>	CA State Parks		Closed
California	Quagga and Zebra Mussel Infestation Prevention Grant Program	Grant	Funding is provided for two types of projects: 1) planning and assessment projects; and 2) implementation projects. Project examples include developing prevention plans, purchasing washers/decontamination units, inspection programs including staffing, materials and supplies. Only applicable if reservoir is currently uninfested with the quagga or zebra mussel	Closed 5/19/23	Owners or managers of reservoirs that (1 permit recreational activities; 2) are open to the public	Total annual funding is \$3 million. Maximum grant amount for planning and assessment grants is \$200,000. Maximum grant amount for implementation projects is \$400,000.	Applications are submitted via the online grant application platform.	<a href="http://dbw.parks.ca.gov/?page_id=28822">http://dbw.parks.ca.gov/?page_id=28822</a>	CA State Parks		Closed

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Geography	Program	Type	Description	Deadline	Eligible Applicants	Funding	Application Process	Website 1	Agency	Funding Source	Status
California	Recreational Trails	Grant	Funding for recreational trails projects.	Closed 6/15/2023	Cities, counties, districts, state agencies, federal agencies, non-profits managing public lands	Approximately \$5M is available. 12% match is required. No maximum or minimum grant amounts.	Applications are submitted via the parks.ca website.	<a href="https://www.parks.ca.gov/?page_id=24324">https://www.parks.ca.gov/?page_id=24324</a>	CA State Parks		Closed
California	Statewide Park Program	Grant	This program funds acquisition and/or development construction projects to create new parks, expand, or improve existing parks with a priority of projects in economically disadvantaged communities. All projects must create or renovate at least one recreation feature.	Postponed. Update coming in Summer 2023	Cities, Counties, Districts (park and recreation, or public utility with park services), JPAs, nonprofit organizations.	\$225 million is available under Round 5 Grant requests can range from \$200,000 to \$8.5 million. No match required.	Applications are submitted via the parks.ca website.	<a href="http://www.parks.ca.gov/spp">www.parks.ca.gov/spp</a>	CA State Parks		Upcoming
California	Statewide Sign Grant Program FY 24	Grant	The Statewide Sign Grant Program installs and replaces signs for previously funded Boating and Waterways projects that are either obsolete, display incorrect information, are badly worn and unattractive, are missing or damaged, are needed for safety, or are required as a condition of receiving federal funds.	2/1/2024	Public agency and local government agencies in CA	\$150k available. Grants from \$1k - \$10k	Applications are submitted via the parks.ca website.	<a href="https://www.grants.ca.gov/grants/division-of-boating-and-waterways-local-assistance-statewide-sign-grant-program-fy24/">https://www.grants.ca.gov/grants/division-of-boating-and-waterways-local-assistance-statewide-sign-grant-program-fy24/</a>	CA State Parks		Active
California	Agricultural Drainage Program	Loan	The Agricultural Drainage Loan Program was created by the Water Conservation and Water Quality Bond Act of 1986 to address treatment, storage, conveyance, or disposal of agricultural drainage water that threatens waters of the State. Loan repayments are for a period of up to 20 years. Projects must address treatment, storage, conveyance or disposal of agricultural drainage that threaten waters of the State.	Continuous	Eligible Applicants include any city, county, district, joint powers authority or other political subdivision of the State involved with water management.	Funding Available: \$ 6.66 Million	Accepting Applications continuously.	<a href="http://www.waterboards.ca.gov/water_issues/programs/grants_loans/agdrain/agdrain_loan.shtml">http://www.waterboards.ca.gov/water_issues/programs/grants_loans/agdrain/agdrain_loan.shtml</a>	California State Water Resources Control Board		Active
California	California Riparian Habitat Conservation Program	Grant	This program aims at protecting, preserving, restoring, and enhancing riparian habitat throughout California. Typical riparian projects include, but are not limited to: 1) Restoration of riparian vegetation and re-establishing floodplain connectivity; 2) Removal and control of non-native invasive plant species to restore (actively or passively) native riparian vegetation; 3) Installation of fencing along the riparian corridor to manage livestock or wildlife and reduce impacts to streams or riparian vegetation; 4) reconfigure degraded, incised, or undefined	Continuous	Local agencies, nonprofit organizations, state departments and federal agencies.	There is no minimum or maximum grant request. Historically, grants under these programs have ranged from approximately \$75,000 to nearly \$500,000.	Applications are currently accepted through a Call for Concepts process. Prospective applicants should first complete a Pre-application Form and then submit it to the WCB program	<a href="https://www.wcb.ca.gov/Programs/Riparian.aspx">https://www.wcb.ca.gov/Programs/Riparian.aspx</a>	California Wildlife Conservation Board		Active



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New/Update	Geography	Program	Type	Description	Deadline	Eligible Applicants	Funding	Application Process	Website 1	Agency	Funding Source	Status
<b>Flooding</b>												
	California	Division of Multi-Benefit Initiatives Delta Levees Special Flood Control Projects 2023 Project	Grant	The intent of this Project Solicitation Package is to provide funding for public benefit in accordance with Section 12311 of the California Water Code for Multi-Benefit projects in the California Delta and parts of the Suisan Marsh	Closed 5/5/23	An applicant must be a Levee Maintaining Agency (LMA) responsible for maintaining a Project or Non-Project levee in the Primary Zone of the Delta or a Non-Project levee in the Secondary Zone of the Delta and be in good	\$37 million available.	Applications submitted via GRanTS.	<a href="https://www.grants.ca.gov/grants/division-of-multi-benefit-initiatives-delta-levees-special-flood-control-projects-2022-project-solicitation">https://www.grants.ca.gov/grants/division-of-multi-benefit-initiatives-delta-levees-special-flood-control-projects-2022-project-solicitation</a>	CA Department of Water Resources (DWR)		Closed
	California	Small Communities Flood Risk Reduction	Grant	The Small Communities Flood Risk Reduction Program (SCFRRP) is a cost-share local assistance program with primary goal of reducing flood risk for small communities (200-10,000 population), including legacy and disadvantaged communities, protected by the State Plan of Flood Control facilities.	Closed	Applicants are local public agencies with land use authority or public agencies with jurisdiction/ authority to implement flood protection projects for the small community areas protected by the SPFC facilities.	50% cost share required.	Applications submitted via GRanTS.	<a href="https://www.grants.ca.gov/grants/small-communities-flood-risk-reduction-program-2/">https://www.grants.ca.gov/grants/small-communities-flood-risk-reduction-program-2/</a>	CA Department of Water Resources (DWR)		Closed
	California	Flood Mitigation Assistance (FMA) Program	Grant	This program provides funds to reduce or eliminate the risk of repetitive flood damage to buildings and structures insured under the NFIP. Funding is distributed between 1) Project Scoping, 2) Community Flood Mitigation Projects, 3) Technical assistance, 4) flood hazard mitigation planning, and 5) individual flood mitigation projects. Projects that address community flood risk can include: localized flood control, floodwater storage and diversion, floodplain and stream restoration, stormwater management, and/or wetland restoration/creation. Individual mitigation projects can also receive funding if they directly benefit and include severe repetitive loss and repetitive loss properties.	NOIs closed 8/18/23	Territories, Federally Recognized Tribes, States	\$800M is available. Funding caps are as follows: \$900k per applicant for Project Scoping, \$50M per community flood mitigation project subapplication, \$50k per applicant for technical assistance subapplications, \$100k per applicant for planning. Federal cost share is up to 75%. Cost share can be waived to 50% depending on social vulnerability.	CA subapplicants first submit a Notice of Interest to CALOES. Full applications prepared upon selection. NOIs submitted through CALOES Engage Portal.	<a href="https://www.caloes.ca.gov/cal-oes-divisions/hazard-mitigation/pre-disaster-flood-mitigation">https://www.caloes.ca.gov/cal-oes-divisions/hazard-mitigation/pre-disaster-flood-mitigation</a>	CALOES/FEMA		Closed
	National	Hazard Mitigation Grant Program	Grant	The key purpose of HMGP is to ensure that the opportunity to take critical mitigation measures to reduce the risk of loss of life and property from future disasters is not lost during the reconstruction process following a disaster. Post-disaster declaration: Individual assistance/public assistance: Mendocino, Sacramento, San Joaquin, Contra Costa, Amador, Calaveras, Alameda, San Mateo, Santa Cruz, Merce, Monterey, San Luis Obispo, Santa Barbara, Ventura Counties and all other counties except Kern, San Bernardino, Kings, Riverside, Orange, Imperial, Mono, Plumas, Sierra, Lake, Shasta, Lassen, Modoc	Subapps closed 8/4/23	Territories, Federally Recognized Tribes, States	The formula provides for up to 15 percent of the first \$2 billion of estimated aggregate amounts of disaster assistance, up to 10 percent for amounts between \$2 billion and \$10 billion, and up to 7.5 percent for amounts between \$10 billion and \$35.333 billion. For States with enhanced plans, the eligible assistance is up to 20 percent for estimated aggregate amounts of disaster assistance not to exceed \$35.333 billion.	HMGP submittal deadlines for applications are established based on the Presidential major disaster declaration date.	<a href="http://www.fema.gov/hazard-mitigation-grant-program">http://www.fema.gov/hazard-mitigation-grant-program</a>	CALOES/FEMA		Closed
	National	NSF: 15-558 Hydrologic Sciences (HS)	Grant	The Hydrologic Sciences Program focuses on the fluxes of water in the environment that constitute the water cycle as well as the mass and energy transport function of the water cycle. The Program supports the study of processes from rainfall to runoff to infiltration and streamflow; evaporation and transpiration; the flow of water in soils and aquifers; and the transport of suspended, dissolved, and colloidal components. The Hydrologic Sciences Program retains a strong focus on linking fluxes of water and the components carried by water across boundaries between various interacting facets of the terrestrial system and the mechanisms by which these fluxes co-organize over a variety of timescales and/or alter fundamentals of water cycle interactions within the terrestrial system. The Program is also interested in how water interacts with the landscape and the ecosystem as well as how the water cycle and its coupled processes are altered by land use and climate. Studies may address physical, chemical, and biological processes that are coupled directly to water transport. Projects submitted to Hydrologic Sciences commonly involve expertise from basic sciences, engineering and mathematics; and proposals may require joint review with related programs. The Hydrologic Sciences Program will also consider synthesis projects.	Continuous	Non-profit, non-academic organizations: Independent museums, observatories, research labs, professional societies and similar organizations in the U.S. associated with educational or research activities. -Universities and Colleges - Universities and two- and four-year colleges (including community colleges) accredited in, and having a campus located in, the US acting on behalf of their faculty members. Such organizations also are referred to as academic institutions.	Estimated Total Program Funding: \$10,000,000. Award Ceiling: \$1,000,000. Award Floor: \$30,000.	Full proposals accepted anytime	<a href="https://www.nsf.gov/funding/pgm_summ.jsp?pid=13684">https://www.nsf.gov/funding/pgm_summ.jsp?pid=13684</a>	National Science Foundation		Active
	National	Building Resilient Infrastructure and Communities (BRIC)	Grant	The Building Resilient Infrastructure and Communities (BRIC) Program is focused on funding public infrastructure projects that increase a community's resilience before a disaster affects an area. Program priorities are to 1) incentivize public infrastructure projects; 2) incentivize projects that mitigate risk to one or more lifelines; 3) incentivize projects that incorporate nature-based solutions; and 4) incentivize adoption and enforcement of modern building codes.	NOIs closed 8/18/23	Territories, Federally Recognized Tribes, States	\$2.3B is available for the national competition, with a \$50M cap per subapplication. There is a 25% cost share requirement, or 10% cost share for small impoverished communities.	NOIs submitted on CALOES Engage Portal. Full applications prepared upon selection.	<a href="https://www.fema.gov/grants/mitigation/building-resilient-infrastructure-communities">https://www.fema.gov/grants/mitigation/building-resilient-infrastructure-communities</a>	CALOES/FEMA		Closed

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New/Update	Geography	Program	Type	Description	Deadline	Eligible Applicants	Funding	Application Process	Website 1	Agency	Funding Source	Status
<b>Energy</b>												
	California	CalEVIP	Rebates	Funding incentives for electric vehicles	Closed 6/30/2023	Owners of electric vehicles	Dependent on vehicle types	Apply through CalEVIP site	calevip.org	California Energy Commission		Closed
	California	California HVIP	Rebates	Funding incentives for clean trucks and buses	Open	Owners of fleet vehicles	Dependent on vehicle types	Apply through authorized dealers listed on website	calhvip.org	California Energy Commission		Active
	Southern California	EnerGIZE	Rebates	The EnerGIZE (Energy Infrastructure Incentives for Zero-Emission) Commercial Vehicles Project is working to improve community health by reducing air pollution from harmful diesel emissions, while helping commercial fleets and industry partners meet California's climate goals. Funded by the California Energy Commission (CEC) and developed in close coordination with equity partners, project funding will provide the infrastructure needed to support the transition of old, polluting medium- and heavy-duty (MD/HD) equipment to zero-emission battery electric and hydrogen fuel cell vehicles.	Open	Various eligibility requirements per program	Various funding lanes	Apply through <a href="https://energiize.org/">https://energiize.org/</a>	<a href="https://energiize.org/">https://energiize.org/</a>	California Energy Commission		Active
	California	Energy Efficiency Financing	Loan	This program provides 1% interest loans for energy efficiency projects, feasibility studies, and implementing energy-saving and renewable energy measures. Eligible uses include, lighting system upgrades, pumps and motors, energy generation including renewable and combined heat and power projects, water and wastewater treatment equipment, and more. Projects must be technically and economically feasible.	Continuous	Cities, counties, special districts, Ca state agencies, public college or university	Maximum loan amount is \$3 million per application; there is no minimum loan amount. Maximum loan term is 20 years. Funds are available on a reimbursement basis. 1% loan rates, fixed for the term of the loan.	Applications are accepted on an ongoing basis. Before applying, please contact CEC first for the most current funding availability information. A feasibility study must be included with all loan applications.	<a href="https://www.energy.ca.gov/programs-and-topics/programs/energy-conservation-assistance-act/low-interest-loans">https://www.energy.ca.gov/programs-and-topics/programs/energy-conservation-assistance-act/low-interest-loans</a>	California Energy Commission		Active
	California	EPIC Grant Program - ACEE Program		The Advancing and Commercializing Energy Efficiency in California's Industrial, Agricultural, and Water Sector (2021 ACEE Program) has an open solicitation. The purpose of this solicitation is to fund technology development and demonstration projects of promising pre-commercial technologies to increase overall energy efficiency and reach statewide decarbonization goals set forth by SB 32, SB 100 and SB 350. Eligible project groups of this solicitation include 1) dairy industry, and 2) advanced treatment processes for wastewater treatment plants. The goal of this Group 2 is to demonstrate (at scale) that advanced primary and secondary treatment can increase energy efficiency and increase overall treatment plant capacity while reducing operational and maintenance costs.	Future solicitation anticipated	All public and private entities with the exception of local publicly owned electric utilities.	Total funding for Group 2 is \$4 million with possible request ranging from \$2 - \$4 million. Minimum match funding is 20% of requested grant funds.	The preferred method application delivery is the Energy Commission Grant Solicitation System, available at: <a href="https://gss.energy.ca.gov/">https://gss.energy.ca.gov/</a> . Hardcopy delivery also allowed.	<a href="https://www.energy.ca.gov/solicitations/2020-12/gfo-20-309-advancing-and-commercializing-energy-efficiency-californias">https://www.energy.ca.gov/solicitations/2020-12/gfo-20-309-advancing-and-commercializing-energy-efficiency-californias</a>	California Energy Commission		Closed

## Grant Update September 2023

Other

New/Update	Geography	Program	Type	Description	Deadline	Eligible Applicants	Funding	Application Process	Website 1	Agency	Funding Source	Status
Other												
	California	California Resilience Challenge	Grant	The California Resilience Challenge 2022 Grant Program will provide resources to local communities throughout the state, including community-based organizations, cities, counties, California Native American tribes, special districts, and other local and regional jurisdictions representing under-resourced communities. By emphasizing local solutions to the global problem of climate change, communities can create scalable plans and infrastructure to meet their immediate and long-term climate adaptation needs	September 29, 2023	NGOs, California public entities that represented under-resourced communities in partnership with a CBO	Grants up to \$200,000.	Submitted via Google Form ( <a href="https://forms.gle/Avga1ofoem5W79jd9n">https://forms.gle/Avga1ofoem5W79jd9n</a> )	<a href="https://resilientcal.org/">https://resilientcal.org/</a>	Bay Area Council		Active
	California	Explore the Coast	Grant	The Explore the Coast grant program seeks to provide enjoyable coastal experiences for people and communities who face challenges or barriers to accessing or enjoying the coast.	Closed 2/27/23	Public agencies, federally-recognized tribes and indigenous communities, and nonprofit organizations	Up to \$1 million is available.	Applications are emailed to <a href="mailto:grants@scc.ca.gov">grants@scc.ca.gov</a>	<a href="https://scc.ca.gov/2022/01/06/2022-explore-the-coast-grants-application-period-now-open/">https://scc.ca.gov/2022/01/06/2022-explore-the-coast-grants-application-period-now-open/</a>	California Coastal Conservancy		Closed
	California	Local Coastal Program - Local Assistance Grant Program	Grant	The goal of this grant program is to support local governments in developing new or amending existing LCPs to plan for and adapt to the impacts of climate change (CC), reduces or facilitates the reduction of GHG emissions, provides co-benefits to California, and maximizes benefits to DACs. Projects should include a) planning and/or implementation of strategies to address effects of CC such as facilitating reduction of GHG emissions, adapting to or increased fire risks, or other climate resilience activities; b) land use planning and/or zoning work to achieve LCP certification or update certified LCPs; c) planning work and/or focused outreach to address environmental justice concerns particularly related to climate resilience; d) planning and/or implementation of strategies that maximize co-benefits to California, as defined in GGRF funding guidelines.	Closed September 2022	Local governments in the coastal zone that have received prior LCP Local Assistance grants are eligible to apply for this round of grants to continue their work on LCP certification. Other entities with authority for developing and amending other plans under the Coastal Act, such as Port Master Plans, Public Works Plans or University Long Range Development Plans are not eligible	\$31 million is available. Maximum amount is \$500,000.	There is also a non-competitive rolling grant application available for targeted grants up to \$100,000. The priority is for targeted projects that have a higher likelihood of success over a single grant term like a single feasibility study with targeted LCP changes. Contact the Coastal Commission for more info.	<a href="https://www.coastal.ca.gov/lcp/grants/">https://www.coastal.ca.gov/lcp/grants/</a>	California Coastal Conservancy		Closed
	California	Wildfire Resilience Program	Grant	The Coastal Conservancy accepts grant applications on an ongoing basis for projects that benefit public access, natural resources, working lands, and climate resiliency on the California coast	Continuous pre-proposals	Non-profit organizations, public agencies and federally-recognized tribes for projects that restore and protect the California coast, increase public access to it, and increase communities' resiliency to climate change	\$10 million to SCC jurisdiction and \$7 million for Central Coast.	The first step in determining whether the project is eligible is to get in touch with the Regional Manager. A pre-proposal will be sent to <a href="mailto:grants@scc.ca.gov">grants@scc.ca.gov</a> .	<a href="https://scc.ca.gov/2021/12/03/rfp-for-wildfire-resilience-projects-announced/">https://scc.ca.gov/2021/12/03/rfp-for-wildfire-resilience-projects-announced/</a>	California Coastal Conservancy		Active
Update	California	WhaleTAIL Grant Program	Grant	Whale Tail grants fund projects addressing CA coast and its watersheds that support experiential education, stewardship, and outdoor experiences for children and the general public. Projects include youth education programs, programs for educating the general public or adults, climate change education and stewardship, shoreline cleanup and enhancement	November 6, 2023	Non-profits, schools, or government entities	\$2 million is available. Maximum award amount is \$50k. There is no match required.	Submit packet to <a href="mailto:whaletailgrant@coastal.ca.gov">whaletailgrant@coastal.ca.gov</a> .	<a href="https://www.grants.ca.gov/grants/whale-tail-grants/">https://www.grants.ca.gov/grants/whale-tail-grants/</a>	CA Coastal Commission		Active
	California	Clean California Local Grant Program	Grant	The Clean California Local Grant Program (CCLGP) is a competitive statewide program created to beautify and clean up local streets and roads, tribal lands, park, pathways, transit centers, and other public spaces. Eligible projects include infrastructure related community litter abatement and beautification projects. This includes enhanced paving, bioretention, irrigation system, shade structures and trees, fencing, art installations, energy conserving lighting, wayfinding signage, public bathrooms and travel expenses. Projects must be completed by June 30, 2026.	Closed 4/28/23	Local or regional public agency, transit agency, or tribe.	\$100 million is available.	Apply at <a href="http://cleancalifornia.dot.ca.gov">cleancalifornia.dot.ca.gov</a> .	<a href="https://cleancalifornia.dot.ca.gov/local-grants/local-grant-program">https://cleancalifornia.dot.ca.gov/local-grants/local-grant-program</a>	CA Dept of Transportation	AB 149	Closed
Update	California	Extreme Heat and Community Resilience	Grant	Grants for planning and implementation projects that address extreme heat. Projects will include creating extreme heat action plans, providing mechanical or natural shade, increasing building and surface reflectance, providing passive or low-energy cooling strategies, and promoting evaporative cooling.	To open Jan- March 2024	Local, regional, and tribal entities but MUST partner with Community organization.	\$100 million is available.	Apply on OPR website.	<a href="https://opr.ca.gov/climate/icarp/grants/extreme-heat-community-resilience.html">https://opr.ca.gov/climate/icarp/grants/extreme-heat-community-resilience.html</a>	CA Governor's Office of Planning and Research		Upcoming
	California	Integrated Climate Adaptation and Resiliency Program's Climate Adaptation Planning Grant	Grant	This grant provides funding to help fill planning needs, provides communities the resources to identify climate resilience priorities, and supports the development of climate resilient projects across the state.	Closed 3/31/2023 but future solicitation anticipated	Public agencies, tribes, higher education institutions, DUCS, and districts	\$6 million available. Grants from \$150k - \$650k.	Apply on OPR website.	<a href="https://www.grants.ca.gov/grants/integrated-climate-adaptation-and-resiliency-programs-climate-adaptation-planning-grant/">https://www.grants.ca.gov/grants/integrated-climate-adaptation-and-resiliency-programs-climate-adaptation-planning-grant/</a>	CA Governor's Office of Planning and Research		Closed
	California	Regional Resilience Grant Program	Grant	Funding to support regional climate adaptation planning, capacity-building, and project implementation.	Closed 8/29/23	Local, regional, and tribal entities	\$125 million is available. \$21.3 will be available in Round 1.	Apply on OPR website.	<a href="https://opr.ca.gov/climate/icarp/grants/regional-resilience-grant.html">https://opr.ca.gov/climate/icarp/grants/regional-resilience-grant.html</a>	CA Governor's Office of Planning and Research		Closed
New	California	Outdoor Equity Grants Program	Grant	The Outdoor Equity Grants Program (OEP) improves the health and wellness of Californians through new educational and recreational activities, service learning, career pathways, and leadership opportunities that strengthen a connection to the natural world. OEP's intent is to increase the ability of residents in underserved communities to participate in outdoor experiences within their community, at state parks, and other public lands.	December 14, 2023	All public agencies, non-profits with 501(c)(3) status	Minimum request is \$20,000 and maximum request is \$700,000.	Apply through OGALS website	<a href="https://www.parks.ca.gov/?page_id=30443">https://www.parks.ca.gov/?page_id=30443</a>	CA State Parks		Active

Grant Update September 2023

Other

New/Update	Geography	Program	Type	Description	Deadline	Eligible Applicants	Funding	Application Process	Website 1	Agency	Funding Source	Status
	California	Greenhouse Gas Reduction Revolving Loan Program	Loan	The purpose of this program is to promote in-state development of infrastructure to process California-generated organics and other recyclable materials into new value-added products. Projects must result in permanent, annual and measurable reductions in GHG emissions and increases in the diversion of California-generated non-hazardous solid waste materials currently being landfilled. Eligible project types include: (1) Construction, renovation or expansion of facilities to increase in-state infrastructure for a) digestion or composting of organics into compost, soil amendments, biofuels, or bioenergy; or b) manufacturing of value-added finished products using CA-derived recycled content fiber, plastic, or glass; c) preprocessing of organics when providing preprocessed materials; d) preprocessing of fiber, plastic or glass when providing preprocessed materials. (2) Expansion of projects that have previously received GHG Reduction grants or loans from CalRecycle; (3) food waste prevention projects preventing waste through source reduction and/or edible food rescue.	Ongoing	Cities, counties, regional or local sanitation agencies, waste agencies, JPAs, private for-profit entities, non-profit corporations.	Max loan amount is \$2 M or 75% of the total project cost, whichever is less. 25% required match. A borrower may receive more than one loan, but may not have more than \$5 M in total principal outstanding on all CalRecycle loans at any one time. The maximum loan term is generally 10 yrs when collateralized by assets other than real estate or 15 yrs when partially or wholly collateralized by real estate. The term of the loan shall not exceed the useful life of the equipment. Loan application fee: \$300; loan closing points: 0.5%, loan interest rate: 4%.	Applications are accepted at any time and processed on a first-come-first-served basis, subject to fund availability. Loan Application Fee: \$300, due at the time of loan application submittal.	<a href="https://www.calrecycle.ca.gov/Climate/GrantsLoans/GHGLoans/">https://www.calrecycle.ca.gov/Climate/GrantsLoans/GHGLoans/</a>	CalRecycle		Active
	California	Regional Climate Collaboratives Program	Grant	The Regional Climate Collaboratives (RCC) Program is designed to help communities establish partnerships, funding pathways, plan and policy readiness, and a local network of TA providers to pursue funding and implement climate projects. RCC funds collaboratives of cross-sectoral and community-rooted partners, seeking to advance both place-based and region-wide climate change mitigation, adaptation, and resiliency efforts	September 6, 2023	Business, non-profit, public agency, tribal government	\$8.5 million available. \$500,000 - \$1.75 million per award.	Submit on Submittable (website linked on right)	<a href="https://test.sgc.ca.gov/prgrams/cace/resources/rcc/application.html">https://test.sgc.ca.gov/prgrams/cace/resources/rcc/application.html</a>	Strategic Growth Council		Active
	National	FM Global Fire Prevention Grant Program	Grant	This program helps support organizations working to combat fire, through fire prevention, preparedness and control efforts. Categories include: a) Pre-incident Planning (e.g. computer software programs, laptops, tablets); b) Fire Prevention Education/Training (e.g. community outreach initiatives, workshops, publications); c) Arson Prevention/Fire Investigation (e.g. juvenile fire setter programs, continuing education courses, digital and specialized cameras, accelerant detection equipment).	Sept 30, Dec 31	A governmental unit of a city, town, county, state that supports fire prevention (and will use funds for public purposes).	There is no funding limit, but awards have ranged from \$800-\$10,000 in the past. No match required.	Grant applications are reviewed 4 times a year. Deadlines for receipt of applications are March 31, June 30, September 30, December 31. Award decisions are made approximately 3-4 months after the deadline. Applications are filled out and submitted online.	<a href="https://fs20.forms.site.com/fmglobal/form14/index.html">https://fs20.forms.site.com/fmglobal/form14/index.html</a>	FM Global		Active
	National	Cooperative Research and Training Programs	Grant	The National Park Service (NPS) is seeking applications for master cooperative agreements from organizations within the CESU network to carry out the CFDA program 15.945, Cooperative Research and Training Programs – Resources of the National Park System. The objectives of the CESU program are: a. Provide usable knowledge to support informed decision making. b. Ensure the independence and objectivity of research. c. Create and maintain effective partnerships among the Federal agencies and universities to share resources and expertise. d. Take full advantage of university resources while benefiting faculty and students. e. Encourage professional development of current and future Federal scientists, resource managers, and environmental leaders. f. Manage Federal resources effectively.	Past deadline was December 2021. Future solicitation expected.	All applicants must be a partner of the CESU network prior to being considered for an award of a master cooperative agreement under this announcement. Information on how to join the CESU network can be found at: <a href="http://www.cesu.psu.edu/">http://www.cesu.psu.edu/</a> .	Individual projects are up to five years in duration with an average of \$50,000-\$70,000 per agreement. There is no award ceiling.	Apply via grants.gov	<a href="https://www.grants.gov/web/grants/view-opportunity.html?oppld=292960">https://www.grants.gov/web/grants/view-opportunity.html?oppld=292960</a>	National Park Service		Closed
	National	Engineering for Civil Infrastructure	Grant	The Engineering for Civil Infrastructure (ECI) program supports fundamental research that will shape the future of our nation's constructed civil infrastructure, subjected to and interacting with the natural environment. The ECI program focuses on physical infrastructure, such as the soil-foundation-structure-envelope-nonstructural building system; geostructures; and underground facilities. It seeks proposals that advance knowledge and methodologies within geotechnical, structural, architectural, materials, coastal, and construction engineering, especially that include collaboration with researchers from other fields, including, for example, biomimetics, bioinspired design, advanced computation, data science, materials science, additive manufacturing, robotics, and control theory. Research may explore holistic building systems that view construction, geotechnical, structural, and architectural design as an integrated system; adaptive building envelope systems; nonconventional building materials; breakthroughs in remediated geological materials; and transformational construction processes.	Continuous	Unrestricted	Funding amount not specified	Full proposal accepted anytime. Apply via grants.gov	<a href="https://www.nsf.gov/funding/pqm_summ.jsp?pims_id=505488">https://www.nsf.gov/funding/pqm_summ.jsp?pims_id=505488</a>	National Science Foundation		Active
	National	Engineering Design and System Engineering	Grant	The EDSE program seeks proposals leading to improved understanding about how processes, organizational structure, social interactions, strategic decision making, and other factors impact success in the planning and execution of engineering design and systems engineering projects. It also supports advances pertaining to engineering design and systems engineering in areas that include, but are not limited to, decision making under uncertainty, including preference and demand modeling; problem decomposition and decision delegation; applications of reverse game theory (mechanism design); computer-aided design; design representation; system performance modeling and prediction; design optimization; uncertainty quantification; domain- or concern-specific design methods; and advanced computational techniques for supporting effective human cognition, decision making, and collaboration. Competitive proposals for novel methods will include a plan to evaluate rigorously the effectiveness and performance of the proposed approach. The EDSE program encourages multidisciplinary collaborations of experts in design and systems engineering with experts in other domains. Of particular interest is research on the design of engineering material systems that leverages the unique aspects of a particular material system to realize advanced design methods that are driven by performance metrics and incorporate processing/manufacturing considerations	Continuous	Unrestricted	Funding amount not specified	Full proposals accepted anytime. Prospective investigators are encouraged to discuss research ideas and project scope with the Program Director in advance of proposal preparation and submission. Apply via grants.gov.	<a href="https://www.nsf.gov/funding/pqm_summ.jsp?pims_id=505478">https://www.nsf.gov/funding/pqm_summ.jsp?pims_id=505478</a>	National Science Foundation		Active
	National	State and Local Cybersecurity Grant Program	Grant	Program objectives remain the same and are designed to progressively build over the course of the four-year program. Under the FY 2022 SLCGP, states and territories focused on developing and establishing appropriate governance structures, including developing, implementing, or revising cybersecurity plans, to improve capabilities to respond to cybersecurity incidents and ensure continuity of operations	10/6/2023	State and local governments	\$379 million available. Minimum awards of \$500,000	Apply via grants.gov	<a href="https://www.cisa.gov/news-events/news/cisa-and-fema-partner-provide-3749-million-grants-bolster-state-and-local-cybersecurity">https://www.cisa.gov/news-events/news/cisa-and-fema-partner-provide-3749-million-grants-bolster-state-and-local-cybersecurity</a>	US Dept of Homeland Security		Active

New

Grant Update September 2023

Other

New/Update	Geography	Program	Type	Description	Deadline	Eligible Applicants	Funding	Application Process	Website 1	Agency	Funding Source	Status
	National	Climate Pollution Reduction Grants	Grant	The CPRG program is designed to provide flexible support to states, local governments, tribes and territories regardless of where they are in their climate planning and implementation process. Planning funds can be used to update existing climate, energy, or sustainability plans, or to develop new plans.	Closed 4/28/23	States, air pollution control agencies, municipalities, territories, or tribes	Planning grants are based on formula allocations. Implementation funds will be competitive.	More information to come	<a href="https://www.epa.gov/inflation-reduction-act/climate-pollution-reduction-grants">https://www.epa.gov/inflation-reduction-act/climate-pollution-reduction-grants</a>	US Environmental Protection Agency		Closed
	National	Climate Pollution Reduction Grants	Grant	The CPRG program is designed to provide flexible support to states, local governments, tribes and territories regardless of where they are in their climate planning and implementation process. Planning funds can be used to update existing climate, energy, or sustainability plans, or to develop new plans.	Submit by April 28, 2023	States, air pollution control agencies, municipalities, territories, or tribes	Planning grants are based on formula allocations. Implementation funds will be competitive.	More information to come	<a href="https://www.epa.gov/inflation-reduction-act/climate-pollution-reduction-grants">https://www.epa.gov/inflation-reduction-act/climate-pollution-reduction-grants</a>	US Environmental Protection Agency		Active
	National	Brownfields Grant Program - Assessment Grants	Grant	Funding to inventory, characterize, assess, conduct planning and develop site-specific cleanup plans. Site must meet definition of Brownfields Site under CERCLA. Recipients will have to have a community involvement component and will have to evaluate a range of cleanup alternatives. Must complete planning in 3 years. Requires letter from State Environmental Authority. A lot of points if you can show that project will protect sensitive persons. Applicants may apply for community-wide or site-specific assessment grants, or assessment coalition grants (activities on 5 or more sites with 3 or more entities)	Closed November 2022	Municipalities, public agencies, nonprofits, or tribes.	A total of \$20 million is available; up to \$300,000 - \$500,000 for community-side assessments, up to \$200,000 for site-specific assessments (or up to \$350,000 with funding limit waiver), and up to \$20 million for grants that benefit a broader area/multiple sites with a coalition. No match requirement.	Applications are submitted via grants.gov	<a href="https://www.epa.gov/brownfields/brownfields-assessment-grants">https://www.epa.gov/brownfields/brownfields-assessment-grants</a>	US Environmental Protection Agency		Closed

San Bernardino Valley Municipal Water District

Project	Grant Applied For	Grant Request (\$)	Outcome	Award
Enhanced Stormwater Capture and Recharge Phase 1A	Proposition 84 Enhanced Stormwater Capture and Recharge	1,000,000	Awarded/Grant Closed	\$ 1,000,000
High Visibility Turf Removal	Proposition 84 Drought Round	828,499	Awarded/Grant Closed	\$ 828,499
Santa Ana Sucker Fish Habitat Improvements	2015 Proposition 84 Integrated Regional Water Management Plan Implementation	4,308,711	Awarded	\$ 4,308,711
Yucaipa Groundwater Sustainability Plan	Prop 1 Groundwater Sustainability Planning Grant	1,000,000	Awarded	\$ 1,000,000
Evans Lake	Proposition 1 Round 1 Integrated Regional Water Management Plan Implementation	2,000,000	Awarded	\$ 2,000,000
Central Feeder EBX Intertie Project	USBR WaterSMART Drought Response	750,000	Awarded	\$ 750,000
Pedley Landfill Clean Closure	CalOES Hazard Mitigation Program	8,700,000	No Award	\$ -
Enhanced Recharge Phase 1B	Prop 1 Stormwater Grant Program	10,000,000	No Award	\$ -
Enhanced Recharge Phase 1B	USBR WaterSMART Drought Response	2,000,000	Awarded	\$ 2,000,000
Regional Recycled Water Pipeline	USBR WaterSMART Drought Response	750,000	No Award	\$ -
Regional Recycled Water Pipeline Phase 1	DWR Drought Relief Grant	10,000,000	No Award	\$ -
Santa Ana River Sustainable Parks and Tributaries Water Reuse (Purple Pipe)	Proposition 1 Round 2 Integrated Regional Water Management Plan Implementation	2,500,000	No award	\$ -
Santa Ana River Sustainable Parks and Tributaries Water Reuse (Purple Pipe)	DWR Drought Relief Grant	2,500,000	No Award	\$ -
Louis Rubidoux Parkland and Pecan Grove Public Access Project	Wildlife Conservation Board Public Access Grant	358,000	Awarded	\$ 392,500
Cactus Basin Connector Pipeline	Proposition 1 Round 2 Integrated Regional Water Management Plan	884,000	Awarded	\$ 884,000
Anza Creek Aquatic and Riparian Habitat Restoration Project	WaterSMART Environmental Water Resources Grant Program	2,000,000	Awarded	\$ 2,000,000
Water Conservation and Direct Install	DWR Urban Multi-Benefit Drought Response Program	2,624,550	Awarded	\$ 2,624,550
Bunker Hill Conjunctive Use Project Wells	DWR Urban Multi-Benefit Drought Response Program	3,100,000	Awarded	\$ 3,100,000
Hidden Valley Creek Aquatic and Riparian Habitat Restoration Project	WaterSMART Environmental Water Resources Grant Program	3,000,000	Applied	-

**Total grant funds awarded: \$ 20,888,260**

**Success rate 67% Awarded 12 out of 18 grants applied for  
\*Outcome of 1 grant application outstanding**

**DATE:** October 3, 2023

**TO:** Board of Directors

**FROM:** Joanna Gibson, Executive Director, Upper Santa Ana River HCP  
Michael Plinski, Chief of Water Resources

**SUBJECT:** Consider the Approval of a Cost Sharing Agreement and Associated Consulting Services Agreements for the Planning and Design Phases of the Riverside Habitat, Parks, and Water Project

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### **Staff Recommendation**

Staff recommends the Board of Directors authorize the CEO/General Manager to:

1. Execute a Cost Sharing Agreement with the City of Riverside for preparation of environmental documentation, permitting, and engineering design for the Riverside Habitat, Parks, and Water Project.
2. Execute a Consulting Services Agreement with Environmental Science Associates (ESA) for an amount not to exceed \$287,025 for preparation of environmental documentation and permit applications.
3. Execute a Consulting Services Agreement with Geosciences for an amount not to exceed \$68,862 to complete project-specific hydrological analysis using the Integrated Model in support of environmental document and permitting applications, and preparation of engineering design plans.

### **Summary**

The proposed Riverside Habitat, Parks, and Water Project (Project) is a critical component of the Upper Santa Ana River Habitat Conservation Plan's (HCP) conservation strategy that supports the permitting of approximately 80,000 acre-feet per year on average of local water supply projects. Incidental take permit (ITP) applications are currently under review by the United States Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW) to allow construction and operations of over 100 water projects within our region over the next 50 years. As part of the HCP's commitment to offset impacts from proposed water facilities, the proposed Project will redistribute a portion of recycled water flows, currently discharged at a single outfall location to the Santa Ana River, to multiple restored tributaries to the Santa Ana River for the benefit of native fish, wildlife, and plant species. The redistribution will provide a

drought-proof water supply to create, restore, and enhance habitat for native aquatic, semi-aquatic, and riparian species, and will support habitat restoration actions currently underway as part of the HCP (i.e., Tributaries Restoration and Hidden Valley Wetlands projects). The Project is being pursued in partnership with the City of Riverside (Riverside). The agreements presented for consideration (Attachments 1, 2, and 3) will facilitate the preparation of engineering design plans, construction specifications, project-specific California Environmental Quality Act (CEQA) documentation, permit applications, and hydrological modeling necessary to support CEQA and permitting.

### **Background**

The Project is being pursued in partnership with the City of Riverside. A Cost Sharing Agreement (Attachment 1), which splits the total Project costs 50/50 between Riverside and San Bernardino Valley, has been approved by both the Board of Riverside Public Utilities (RPU) and the Riverside City Council. The Cost Sharing Agreement was reviewed by San Bernardino Valley's general counsel prior to execution by the City of Riverside. The Cost Sharing Agreement is limited to the planning phase of the Project (engineering design, environmental document preparation). The construction phase of the project will be brought back before the Board for consideration in the future. Management of the planning tasks identified in the Cost Sharing Agreement has been split between Riverside and San Bernardino Valley. Riverside is leading preparation of engineering design plans and specifications, and San Bernardino Valley will lead management of preparation of environmental documentation, permitting applications, and project-specific hydrological modeling.

### *Environmental Documentation*

San Bernardino Valley staff released a request for proposals (RFP) for the preparation of California Environmental Quality Act (CEQA), environmental permitting, and National Environmental Policy Act (NEPA) documentation in support of the Project on March 11, 2022. The RFP closed on April 22, 2022, with five proposals received. Two staff members from San Bernardino Valley and two staff from RPU evaluated the proposals. Proposed fees ranged from \$240,458 to \$491,292. The consulting firm, ESA was selected as the top firm given their approach to all aspects of the scope of work identified in the RFP. ESA had the second lowest proposed fee at \$278,784. ESA was given the opportunity to update their fee schedule given the lapse in time from receipt of their proposal. ESA did update their cost to reflect a 3% rate increase, and the revised total fee is \$287,025.



### *Hydrologic Modeling Services*

To support preparation of CEQA, NEPA, and environmental permit applications San Bernardino Valley staff requested a proposal from Geoscience to conduct project-specific hydrological analysis using the Integrated Model and prepare a Technical Memorandum summarizing results. The total cost proposal received from Geoscience to complete this effort is \$68,862.

### *Engineering Design*

Engineering design will be performed by RPU's Water Engineering staff, with certain specialized design services outsourced, as needed. RPU staff will prepare a design package to include plans and specifications and other necessary documents. Design will include necessary pipelines, appurtenances, booster station modifications, and dechlorination and discharge facilities. RPU staff will coordinate with San Bernardino Valley staff throughout the design process. Total design costs are estimated at \$1,700,000. Attachment 4 provides a breakdown of RPU's labor and expense cost estimates.

### *Cost Sharing Agreement*

The Cost Sharing Agreement between San Bernardino Valley and Riverside will support the following products:

- Adoption of the CEQA/NEPA document;
- Completion of environmental permits for the Project;
- Approval of a Wastewater Change Petition; and
- Completion of Design Package for the western half of the project (i.e., the West Branch).

### **District Strategic Plan Application**

The Project will support the HCP's Conservation Strategy which is critical to providing a resilient water supply (the HCP will facilitate the permitting of approximately 80,000 acre-feet per year on average of local water supply through the construction and implementation of multiple water infrastructure projects), and a healthy watershed for future generations. This is also a project that embodies many of our values as it is a collaborative project developed by RPU and San Bernardino Valley staff with the goal of being innovative in the use of recycled water for environmental and community benefits while also reducing overall costs to either agency through shared costs of capital infrastructure and long-term operations and maintenance.

### **Fiscal Impact**

The total cost of this planning effort is \$2,055,887, however given the complexity of the Project, staff is requesting consideration of inclusion of a 10% contingency to facilitate additional analyses that may be needed for permitting efforts, in particular. After taking into consideration the City of

Riverside's contribution and reimbursement from our HCP Partners, San Bernardino Valley's net cost totals approximately \$452,300.

The approved FY 2023-2024 General Fund Budget allocated \$200,000 under line item 6780 – Tributaries Purple Pipe Planning, Permitting and CEQA+. Depending on invoicing through June 30, 2024, staff may need to bring a budget amendment to the Board for consideration. A cost breakdown for the Project is provided in Attachment 5.

**Attachments**

1. Attachment 1 - Cost Sharing Agreement
2. Attachment 2 - ESA Contract
3. Attachment 3 - Geoscience Contract
4. Attachment 4 - RPU Labor and Expense Summary
5. Attachment 5 - Cost Estimate Breakdown

**COST SHARING AGREEMENT FOR THE RIVERSIDE HABITAT, PARKS, AND  
WATER PROJECT – PLANNING, ENVIRONMENTAL, AND DESIGN  
BETWEEN  
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT  
AND CITY OF RIVERSIDE**

\_\_\_\_\_, 2023

**COST SHARING AGREEMENT FOR THE RIVERSIDE HABITAT, PARKS, AND  
WATER PROJECT – PLANNING, ENVIRONMENTAL, AND DESIGN  
BETWEEN  
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT  
AND CITY OF RIVERSIDE**

1. **PARTIES**

This Cost Sharing Agreement for the Riverside Habitat, Parks, and Water Project (“RHPWP”) (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Riverside, a California charter city and municipal corporation (“Riverside”) and San Bernardino Valley Municipal Water District (“Valley District”), a municipal water district, sometimes also referred to herein jointly as “Parties” or individually as “Party.”

2. **RECITALS**

2.1 The Parties produce and serve water in areas including the Upper Santa Ana River Basin (the "Upper SAR Basin"). The Parties have undertaken and will undertake various projects regarding production, service, and conservation of water in the Upper SAR Basin, which projects may have environmental impacts to the Santa Ana Sucker (*Catostomus santanae*) and other species or habitats.

2.2 The Parties, together with nine other local public agencies in the Upper Santa Ana Basin, are working cooperatively with the relevant state and federal resource agencies to develop the Upper Santa Ana River Habitat Conservation Plan ("HCP") and other associated environmental permits to mitigate impacts to the Santa Ana Sucker and other species, and related aquatic, riparian and upland habitat. Tentatively, the entity that will implement and manage the Upper Santa Ana River Basin HCP will be called the Upper Santa Ana River Sustainable Resources Alliance (“River Alliance”).

2.3 While environmental review and finalization of the HCP progresses, the Parties desire to move forward on certain river and tributary restoration projects to facilitate the establishment, restoration and enhancement of environmental values on the Upper SAR Basin, its tributaries and associated riparian and upland habitat (the “Environmental Values”). These projects (collectively, as described further below, the “Restoration Projects”) will serve to mitigate the effects of activities proposed to be covered by the HCP, but have independent utility and will be of value should the HCP not be finalized and adopted.

2.4 The Parties entered into a Memorandum of Understanding in August 2019 with the intent to work cooperatively to evaluate components of the RHPWP and the Restoration Projects.

2.5 Restoration Projects. Valley District, as lead agency and on behalf of the River Alliance, is pursuing restoration efforts at Hidden Valley Creek, Hole Creek, Anza Creek, and Old Ranch Creek, as described in the Upper Santa Ana River Tributaries Restoration Project and Mitigation Reserve Program Final Environmental Impact Report that was approved by Valley

District’s Board on November 19, 2019. These projects are referred herein as the “Restoration Projects.”

2.6 Mitigation Project. Valley District has independently committed to providing improvements to the existing Hidden Valley Ponds (“Mitigation Project”), within the Hidden Valley Wildlife Area, for mitigation purposes to offset impacts from proposed water recharge maintenance activities at the Waterman Basins, located in the City of San Bernardino, and to the Cactus Basins, located in the City of Rialto. The Mitigation Project is considered as a separate project from the Restoration Projects.

2.7 Riverside owns and operates its Riverside Regional Water Quality Control Plant, a 46-million gallons per day (“MGD”) sewer treatment plant, which discharges high-quality recycled water into the Santa Ana River (as defined below, the “RWQCP”).

2.8 The RHPWP is an integrated regional recycled water pipeline that is proposed by the parties to deliver tertiary treated recycled water originating from the RWQCP to the Restoration Projects located at select tributaries along the Santa Ana River within the City of Riverside, as well as to landscape irrigation customers located within the City of Riverside. Exhibit 1, which is attached hereto and incorporated herein by this reference, depicts the RHPWP extent as well as the planned delivery locations to the River Alliance Restoration Projects.

2.8.1 The RHPWP has been divided into a West Branch Project and an East Branch Project. The West Branch Project originates at the RWQCP and traverses west along Jurupa Avenue to deliver recycled water to City of Riverside landscape irrigation customers as well as to the River Alliance Restoration Project sites at Hole Creek, and Hidden Valley Creek, and the Valley District Mitigation Project at Hidden Valley Wildlife Area. Based on the preliminary design report completed by the City of Riverside, the West Branch Project is anticipated to cost approximately \$25,500,000. The costs will be divided proportionally based on the facilities used to convey water to each site.

2.8.2 The East Branch Project would originate at the RWQCP and traverse east along Jurupa Avenue to deliver recycled water to City of Riverside landscape irrigation customers as well as to the River Alliance Restoration Project sites at Anza Creek and Old Ranch Creek. Recycled water will also be delivered to Tequesquite Arroyo, which is a separate project from the Restoration Projects (“Tequesquite Project”) but was funded previously by Valley District and Western Municipal Water District for habitat benefits. The Tequesquite Project was temporarily improved under a separate mitigation effort related to the Santa Ana River Water Right permits held by Valley District and Western Municipal Water District. However, the site lacks a permanent supply of water and funding for long-term management, thus reducing its overall habitat benefits and the long-term sustainability of quality habitat for aquatic species. Delivering recycled water to the Tequesquite Project would add value to the overall restoration efforts of the River Alliance by improving the overall baseline condition for species and habitats that are integral to the conservation strategy associated with the HCP. The City of Riverside is preparing a preliminary design report for the East Branch Project.

2.8.3 Due to Valley District’s desire to pursue restoration efforts at the Hidden Valley Creek Restoration Project site first, the Parties have agreed to move forward with the design efforts associated with the West Branch before completing the design of the East Branch.

2.9 The City of Riverside has an agreement with Western Municipal Water District dated November 20, 1968, obligating Riverside to discharge 15,250 acre-feet of effluent annually in the vicinity of Riverside Narrows. This discharge obligation supports the physical solution in the case of Orange County Water District v. City of Chino, et al., Orange County Superior Court Case No. 117628, also known as the Prado Settlement. If Riverside delivers more effluent than is required under this agreement, Riverside may in any given year reduce its adjusted contribution by the amount of such excess deliveries, but in no event shall Riverside’s adjusted contribution be less than 13,420 acre-feet annually (“afa”). However, should the minimum obligation under the Prado Settlement be lowered to 34,000 acre-feet, then the amount of 13,420 shall be reduced to 12,420 afa.

2.10 In 2006, Riverside filed Wastewater Change Petition WW-0045 with the State Water Resources Control Board (the “Board”) seeking to change the place of use and purpose of use of a portion of the effluent discharged from the RWQCP. Initially, Riverside sought to remove all flows above the 15,250 acre-feet of effluent volume committed to Western Municipal Water District. Instead, Riverside committed to discharging a minimum of 25,000 afa. The flows in excess of the 15,250 acre-feet of effluent were intended to offset any impacts to Santa Ana sucker potentially caused from removal of the discharge. The Board approved Wastewater Change Petition WW-0045 in 2008, with the obligation that Riverside would discharge a minimum of 25,000 afa.

2.10.1 After the Board’s 2008 approval of Wastewater Change Petition WW-0045, incoming flows to the RWQCP began diminishing because of economic changes and a reduction in water use resulting from state-wide drought restrictions. To date, Riverside finds itself with minimal flows in excess of its 25,000 afa commitment, and desires to revise this commitment to enable the efficient use of recycled water for municipal uses as well as to support the environment and species residing within the river ecosystem by focusing discharge at strategic locations higher in the watershed.

2.11 Riverside plans to submit a wastewater change petition pursuant to Water Code section 1211. The planned revision proposes to continue discharging effluent as described in its 1968 discharge agreement with Western. However, the value of these discharges would be maximized by delivering the effluent to Hole Creek, and Hidden Valley Creek, and Hidden Valley Wetlands, thus improving habitat while also meeting the discharge agreement with Western. Riverside also proposes to enter into an agreement with Valley District on behalf of the River Alliance, to repurpose approximately 5,000 afa that was originally committed to the Santa Ana River as part of the 25,000 afa total obligated in the WW-0045 agreement with the State Board. The recycled water would be carried via pipeline and redistributed into newly restored tributaries which will convey the water to the Santa Ana River while also creating and sustaining habitat. The tributaries are named in Section 2.8.2 describing the East Branch. Riverside will be submitting a wastewater change petition prior to constructing the RHPWP and will not begin construction until the wastewater change petition is approved. Riverside assumes that the recycled water delivered to the Hidden Valley Wildlife area following approval of the new wastewater water change petition

will count towards meeting its 1968 discharge commitment. However, should these flows be identified at a later time to not count towards this discharge commitment, then Riverside would explore committing a portion of its available recycled water derived from the wastewater change petition through an exchange agreement with Valley District.

2.12 The Parties plan to progress on the RHPWP by evaluating the project under California Environmental Quality Act guidelines and by completing engineering design of the West Branch Project by entering into this cost sharing agreement. The preliminary design report for the West Branch of the RHPWP evaluated the project's capital and operations and maintenance components to identify each partner's proportional share of the project, which was used to determine the financial contributions within this Agreement.

2.13 The Parties anticipate future agreements will be prepared and considered related to design, construction, operation, maintenance, and water supply for the RHPWP.

### 3. **AGREEMENT**

In consideration of the foregoing recitals that are incorporated herein by this reference and the mutual terms and conditions herein, the Parties agree as follows:

3.1 **Term.** This Agreement shall be effective on the date of the last signature to this agreement, and shall remain in effect until June 30, 2028, unless terminated earlier as provided herein. The term of the Agreement may be extended until June 30, 2033, upon mutual agreement of the Parties. In the event of a material breach of this Agreement by any Party, this Agreement may be terminated upon a sixty (60) day written notice given by a non-breaching Party to the breaching Party. The sixty-day notice period shall be used by the Parties in an attempt to negotiate resolution of disputes and remedy any breach. In the event of termination or expiration of this Agreement, the parties shall continue to pay invoices for any approved work up to the termination or expiration date, which has not yet been completed.

3.2 **Contract Administration.** Valley District shall enter into a Professional Services Agreement ("PSA") with a consultant for the environmental services related to compliance with the California Environmental Quality Act ("CEQA"), National Environmental Policy Act ("NEPA") and other required environmental permits ("Environmental Compliance PSA"). Valley District may enter into an optional PSA with Geoscience Support Services should it be determined that the Wasteload Allocation Model (WLAM) that was developed for the SAWPA Basin Monitoring Program Task Force be needed. This PSA will be referred to as the Optional WLAM PSA. Valley District will serve as contract administrator for these PSAs. Riverside, through its Public Utilities Department, shall retain its in-house Water Engineering Design team for the design services for the West Branch Project, and shall serve as contract administrator for design services.

3.2.1 **Services Agreement.** The PSA pertaining to this cost sharing are described as follows and shall all be incorporated herein by this reference and shall be part of this Agreement.

(a) The Environmental Compliance cost proposal is attached hereto as Exhibit 2. Under the terms of the PSA, fees shall not exceed \$287,025. If the PSA exceeds the costs stated in this section, the Parties will meet and confer on an agreeable path forward.

(b) The engineering design estimate is attached hereto as Exhibit 3. Under the terms of this agreement, Riverside's fees for the design services shall not exceed \$1,700,000. In any event, if the final cost exceeds \$1,700,000, the Parties will meet and confer to discuss an agreeable path forward.

(c) The Optional WLAM cost proposal is attached hereto as Exhibit 4. Under the terms of the PSA, fees shall not exceed \$68,862. If the PSA exceeds the costs stated in this section, the Parties will meet and confer on an agreeable path forward.

3.2.2 Project Parties Participation and Invoices. Riverside and Valley District agree to participate in and each fund 50% of the proposed Services as follows:

Riverside: \$1,130,750

Valley District: \$1,130,750

Each party shall track its respective project costs, which will be jointly compared and trued up every three months and at the end of each fiscal year. When necessary, invoices may be served on either party, in accordance with section 4.6 herein, no more than quarterly and shall be due and payable within 60 days' of receipt.

#### 4. **GENERAL PROVISIONS**

4.1 This Agreement and any dispute hereunder shall be governed by and construed in accordance with the internal laws, other than the choice of laws, of the State of California.

4.2 No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

4.3 This Agreement shall not be construed to amend or modify any other agreement between the Parties, which shall remain in all respects in full force and effect. This Agreement represents the entire agreement of the Parties in connection with the subject matter hereof and may be modified only in writing agreed to by all Parties. Further, this Agreement may be executed in counterparts.

4.4 The signatories hereto represent and warrant that they have been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing and, by such signature, to bind such Party to the Agreement.

4.5 Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.



4.6 Any notice required to be given hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the Party to be served as follows:

**To City of Riverside:**

City of Riverside  
Public Utilities Department  
3750 University Avenue, 5th floor  
Riverside, CA 92501  
Attn: General Manager

**To Valley District:**

San Bernardino Valley Municipal  
Water District  
380 East Vanderbilt Way  
San Bernardino, CA 92408  
Attn: CEO/General Manager

4.7 Time is of the essence for each and every provision of this Agreement.

4.8 No action or failure to act by any Party shall constitute a waiver of any right or duty afforded such Party under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be otherwise agreed in writing.

4.9 This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the Parties. No Party has been induced to enter into this Agreement by, and no Party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

4.10 Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

4.11 The Parties acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

4.12 Titles and captions are for convenience of reference only and do not define, describe or limit the scope of the intent of the Agreement or any of its terms. Reference to section numbers are to sections in the Agreement unless expressly stated otherwise.

4.13 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.


- Exhibit "1" - Riverside Habitat, Parks, and Water Project Map
- Exhibit "2" - Environmental Compliance Cost Proposal
- Exhibit "3" - Engineering Design Estimate
- Exhibit "4" - Optional WLAM Cost Proposal

5. **SIGNATURE CLAUSE**

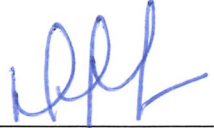
The Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives.

CITY OF RIVERSIDE, a California charter city and municipal corporation

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, a California municipal water district

By:   
City Manager

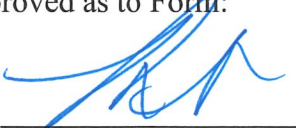
By: \_\_\_\_\_  
Heather Dyer  
CEO/General Manager

Attest:   
City Clerk

Certified as to Availability of Funds:

By:   
Chief Financial Officer

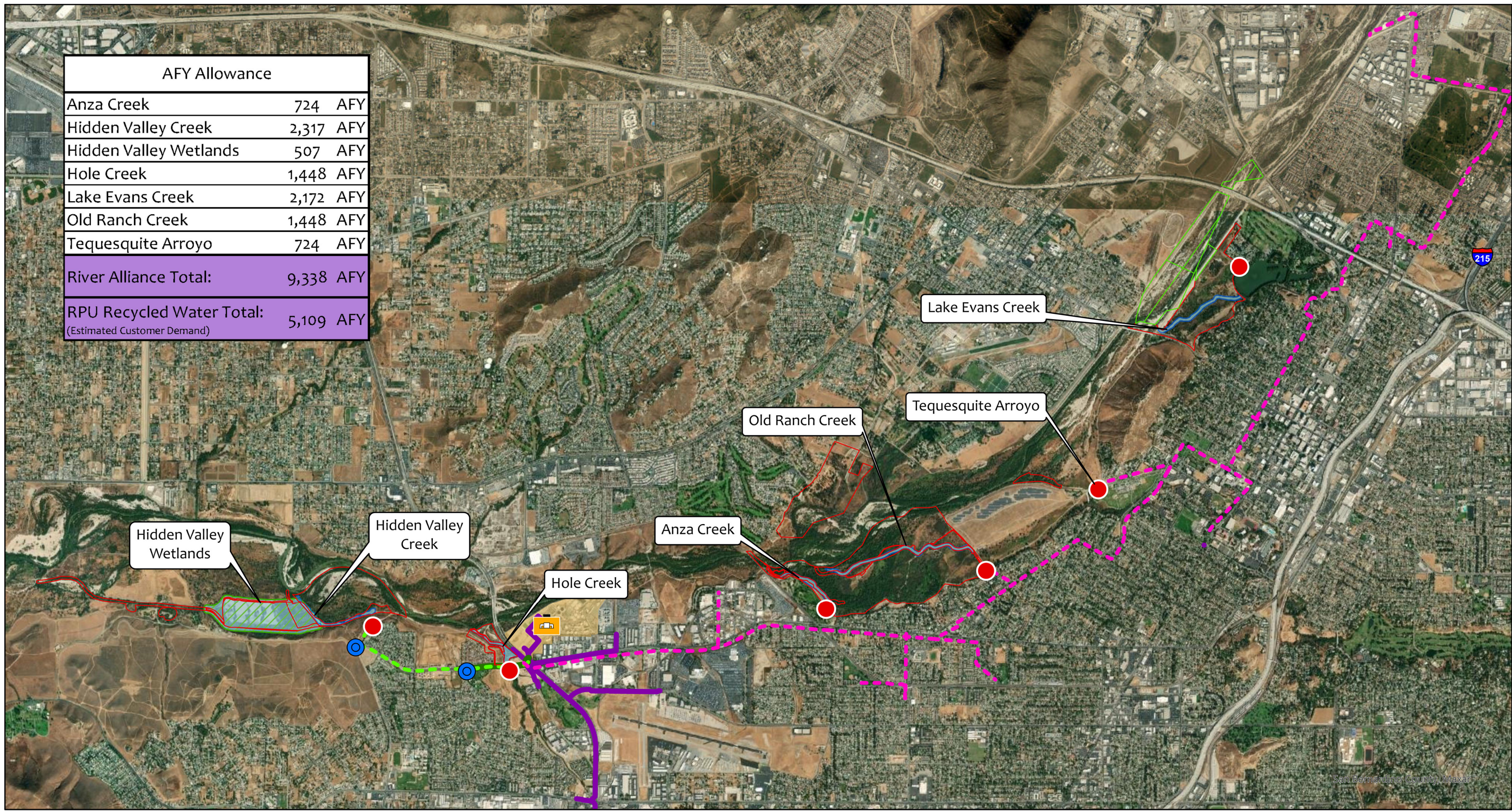
Approved as to Form:

By:   
Deputy City Attorney





AFY Allowance		
Anza Creek	724	AFY
Hidden Valley Creek	2,317	AFY
Hidden Valley Wetlands	507	AFY
Hole Creek	1,448	AFY
Lake Evans Creek	2,172	AFY
Old Ranch Creek	1,448	AFY
Tequesquite Arroyo	724	AFY
<b>River Alliance Total:</b>	<b>9,338</b>	<b>AFY</b>
<b>RPU Recycled Water Total:</b> (Estimated Customer Demand)	<b>5,109</b>	<b>AFY</b>



# Riverside Habitat Parks and Water Project

## Figure ES-1 Project Extent

- Existing RW Pump Station
- River Alliance Proposed Discharge Point
- RPU Proposed Retail RW Customer
- Proposed Line**
  - Proposed West Branch Extension
  - RPU Only Line
  - Proposed East Branch Extension
- Existing Line**
  - RW Pipeline
- Existing Common Pipeline
- Creek
- Hidden Valley Wetlands
- HCP Sites**
  - Mitigation
- Restoration
- Riverside Regional Water Quality Control Plant
- World Imagery
- Low Resolution 15m Imagery

High Resolution 60cm Imagery  
 High Resolution 30cm Imagery  
 Citations  
 9.6m Resolution Metadata

Disclaimer: The GIS data represented on this map provides a visual display of data for your convenience. Every reasonable effort has been made to assure the accuracy of the maps and associated data. The City of Riverside shall assume no liability for any decisions made or actions taken or not taken by the user of the applications in reliance upon any information or data furnished hereunder.

Last Updated: 12/9/2021

1 inch = 0.6 miles



**Attachment A**  
**Cost Proposal: ESA Non-Labor Expenses Summary**

<b>Reimbursable Expenses</b>	
Project Supplies	\$ -
Printing/Reproduction	\$ -
Document and Map Reproductions (CD + Digital Photo)	\$ -
Postage and Deliveries	\$ -
Mileage	\$ 750
Vehicle Rental	\$ -
Lodging	\$ -
Airfare	\$ -
Other Travel Related	\$ -
SCIC	\$ 2,200
Paleo	\$ 600
-	\$ -
Subtotal Reimbursable Expenses	\$ 3,550
15% Fee on Reimbursable Expenses	\$ 533
<b>Total Reimbursable Expenses</b>	<b>\$ 4,083</b>
<b>TOTAL NON-LABOR EXPENSES</b>	<b>\$ 4,083</b>

### Exhibit 3: RPU Design Services for Riverside Habitat Parks and Water Project – West Branch

Description	Common Facilities	River Alliance Facilities	RPU Facilities	Totals
Construction	\$8,353,250	\$4,500,776	\$160,600	
Engineering - Design (10%)	\$835,325	\$450,078	\$16,060	<b>\$1,301,463</b>
Engineering - CM and Inspection (10%)	\$835,325	\$450,078	\$16,060	<b>\$1,301,463</b>
EIR and Focused Studies	\$700,000	-	-	
Existing 16-inch Pipeline	\$519,273	-	-	
RWQCP Existing Capital Improvements	\$3,750,000	-	-	
<b>Subtotal</b>	<b>\$14,993,173</b>	<b>\$5,400,931</b>	<b>\$192,720</b>	<b>\$20,586,824</b>
Contingency Construction (30%)	\$2,505,975	\$1,350,233	\$48,180	
Contingency Engineering - Design (30%)	\$250,598	\$135,023	\$4,818	<b>\$390,439</b>
Contingency Engineering - CM and Inspection (30%)	\$250,598	\$135,023	\$4,818	<b>\$390,439</b>
Contingency EIR and Focused Studies (30%)	\$210,000	-	-	
<b>Subtotal Contingency</b>	<b>\$3,217,170</b>	<b>\$1,620,279</b>	<b>\$57,816</b>	<b>\$4,895,265</b>
<b>Total Capital Cost</b>	<b>\$18,210,343</b>	<b>\$7,021,211</b>	<b>\$250,536</b>	<b>\$25,482,090</b>
<b>Total Engineering - Design Plus Contingency (rounded)</b>	<b>\$1,085,923</b>	<b>\$585,101</b>	<b>\$20,878</b>	<b>\$1,700,000</b>



# GEOSCIENCE

The First Name in Groundwater

October 31, 2022

Mr. Chris Jones  
Preserve System Program Manager  
San Bernardino Valley Municipal Water District  
380 East Vanderbilt Way  
San Bernardino, CA 92408-3593

**Re: Scope of Work and Cost Estimate to Provide Modeling Services for the Santa Ana River Sustainable Parks and Tributaries Water Reuse Project**

Dear Chris:

Per your 7-Oct-22 email request, Geoscience Support Services, Inc. (Geoscience) has prepared this scope of work and cost proposal to provide modeling services for San Bernardino Valley Municipal Water District (Valley District), Riverside Public Utilities (RPU), and Environmental Science Associates (ESA) to support the Santa Ana River Sustainable Parks and Tributaries Water Reuse Project. This project will provide a portion of treated wastewater from the City of Riverside's Water Quality Control Plant (RWQCP) to Riverside streams (habitat), parks, and other recreation areas. Since this project will involve the surface discharge of treated wastewater, a National Pollutant Discharge Elimination System (NPDES) permit will be required. The project was modeled as part of the analysis for the Upper Santa Ana River Habitat Conservation Plan (HCP), Integrated Santa Ana River Model (Integrated Model), and the Santa Ana River Basin Monitoring Program Task Force Waste Load Allocation Model (WLAM) update, but changes in proposed project discharge locations and volumes have occurred after these initial modeling efforts. Therefore, updated model runs may be necessary to demonstrate that the proposed project will not degrade receiving waters. Such analysis would support the approval of the Environmental Impact Report (EIR), approval of the 1211 Wastewater Change of Use Petition, and future NPDES permitting from the Regional Board, while staying consistent with the Upper Santa Ana River HCP.

The following sections discuss the proposed scope of work, schedule, and cost estimate.

## Scope of Work

For the purpose of this project, the following tasks are proposed.

PO Box 220 Claremont, CA 91711  
t. 909.451.6650  
f. 909.451.6638  
[www.gssiwater.com](http://www.gssiwater.com)

- Task 1 – Identify a Path Forward that Updates the Prior Modeling Work to Reflect the Current Project Description
- Task 2 – Run Predictive Model Runs Utilizing the WLAM and the Integrated Model
- Task 3 – Prepare Draft and Final Technical Memorandum
- Task 4 – Project Management and Meeting Attendance

### **Task 1: Identify a Path Forward that Updates the Prior Modeling Work to Reflect the Current Project Description**

Geoscience will review the previous WLAM and Integrated Model reports and evaluate assumptions from prior model runs. These modeling reports include:

- Santa Ana River Waste Load Allocation Model Update - Summary Report, Dated June 19, 2020
- Santa Ana River Waste Load Allocation Model Update - Supplemental Report, Dated September 21, 2021
- Upper Santa Ana River Integrated Model - Technical Memorandum No. 4: Major Assumptions of Predictive Scenarios, Dated February 8, 2019
- Upper Santa Ana River Integrated Model – Summary Report, Dated April 29, 2020

Specifically, Geoscience will review the prior modeling assumptions for WLAM Scenarios C, E, and F, and Integrated Model Scenario 2, which included simulation of the Sustainable Parks and Tributaries Water Reuse Project. After reviewing the prior model runs, Geoscience will work with Valley District, RPU, and ESA to revise scenario assumptions to reflect the most current project descriptions.

Once the revised assumptions are developed and confirmed, Geoscience will re-run the WLAM and the Integrated Model to update modeling results, as described below in Task 2.

### **Task 2: Run Predictive Model Runs Utilizing the WLAM and the Integrated Model**

#### **Task 2.1: Perform Three WLAM Scenario Runs**

The following table shows the major assumptions for prior WLAM Scenarios C, E, and F. Once all the major and detailed assumptions are reviewed and revised under Task 1, Geoscience will re-run these three scenarios using the WLAM and analyze the modeling results to evaluate the surface flow discharge and concentrations for total dissolved solids (TDS) and total inorganic nitrogen (TIN), specifically in Reach 2 and Reach 3 of the Santa Ana River (SAR). The new modeling results will be compared to the prior approved WLAM modeling results for TDS and TIN concentrations, and changes will be summarized in the Draft and Final Technical Memorandum (Task 3).

**Major Assumptions for Prior WLAM Scenarios C, E, and F**

Model Scenario	Hydrologic Period	Model Conditions	Land Use	Recycled Water Discharge to Surface Water			TDS and TIN	
				Maximum Expected Discharge	Most Likely Discharge	Minimum Expected Discharge	Permit TDS	Permit TIN
C	WY 1950 - 2016	WY 2020	2012			X	X	X
E	WY 1950 - 2016	WY 2040	General Plan (2040)		X		X	X
F	WY 1950 - 2016	WY 2040	General Plan (2040)			X	X	X

**Task 2.2: Perform One Integrated Model Scenario Run**

In support of proposed HCP Covered Activities, several dozen model runs were made using the Integrated Model with varying assumptions and selected projects. After reviewing and revising the assumptions for the Sustainable Parks and Tributaries Water Reuse Project under Task 1, Geoscience will select the most appropriate predictive scenario from the previous Integrated Model analysis and re-run that scenario with the new assumptions. Model-simulated water levels, streamflow, and streambed percolation will be analyzed. These new modeling results will be compared to prior Integrated Model results and changes will be summarized in the Draft and Final Technical Memorandum (Task 3).

**Task 2.3 (Optional): Perform Additional Two WLAM Scenario Runs**

If the Team identifies the results from Task 2.1 and Task 2.2 to be problematic for the project and/or HCP effort, two additional WLAM predictive scenarios may be run under optional Task 2.3. This includes the development of new scenario assumptions, model input file preparation, and analysis of model results for surface flow discharge and TDS and TIN concentrations.

**Task 2.4 (Optional): Perform Additional Two Integrated Model Scenario Runs**

Similar to optional Task 2.3, optional Task 2.4 involves running two additional predictive scenarios using the Integrated Model, if requested by the Team. This includes development of new scenario assumptions, model input file preparation, and analysis of model results for water level change, streamflow, and water budgets.

**Task 3: Prepare Draft and Final Technical Memorandum**

Geoscience will prepare a draft technical memorandum summarizing all work conducted for this study. This technical memorandum will include discussion of the modeling approach and tools, model description, assumptions, and modeling results with accompanying figures and tables.

We will submit the draft technical memorandum to Valley District, RPU, and ESA for review and comment. A final technical memorandum will then be prepared that incorporates all comments received on the draft technical memorandum.

#### **Task 4: Project Management and Meeting Attendance**

We will coordinate project activities throughout the project. Project management includes additional hours and costs to cover tasks related to any unforeseen issues or requests that arise during the course of the project.

We will also prepare for and attend four (4) one-hour meetings including one kick-off meeting, two project progress meetings, and one meeting to present the draft technical memorandum.

### **Schedule**

Proposed Tasks 1 through 4 presented above are anticipated to take approximately three months to complete, including two weeks for Valley District, RPU, and ESA to review the draft technical memorandum.

### **Cost Estimate**

A breakdown of cost by task and anticipated staff participation is provided in attached Table 1. As shown, the total proposed cost for Task 1 through Task 4 without optional Tasks 2.3 and 2.4 is \$49,228. With the optional tasks, the total proposed cost is \$68,862.

If you have any questions, please contact me at (909) 451-6650

Sincerely,



Johnson Yeh, PhD, PG, CHG  
Principal Geohydrologist  
Encl.

**Table 1**

**Cost Proposal for Professional Services  
for the Santa Ana River Sustainable Parks and Tributaries Water Reuse Project**

		GEOSCIENCE SUPPORT SERVICES, INC.						TOTALS			
Task	Description	Principal Modeler	Senior Modeler	Project Modeler	Senior Associate Modeler	Associate Modeler	GIS/CAD Specialist	Total Geoscience Hours	Labor	Reimbursable Expenses <sup>1</sup>	Total Cost
<i>Hourly Rate:</i>		\$289	\$264	\$213	\$210	\$196	\$155				
1.0	Identify a Path Forward that Updates the Prior Modeling Work to Reflect the Current Project Description	1	4	16				21	\$ 4,753		\$ 4,753
2.1	Perform Three WLAM Scenario Runs	1	6	36				43	\$ 9,541		\$ 9,541
2.2	Perform One Integrated Model Scenario Run	1	2	12	16			31	\$ 6,733		\$ 6,733
2.3 (Optional)	Perform Additional Two WLAM Scenario Runs	1	4	24				29	\$ 6,457		\$ 6,457
2.4 (Optional)	Perform Additional Two Integrated Model Scenario Runs	1	4	24	32			61	\$ 13,177		\$ 13,177
3.0	Prepare Draft and Final Technical Memorandum	1	8	16	32		16	73	\$ 15,009		\$ 15,009
4.0	Project Management and Meeting Attendance (Assumes 4 One-Hour Meetings)	4	36	4	8			52	\$ 13,192		\$ 13,192
<b>TOTAL HOURS AND COST WITHOUT OPTIONAL TASKS 2.3 and 2.4</b>		<b>8</b>	<b>56</b>	<b>84</b>	<b>56</b>	<b>0</b>	<b>16</b>	<b>220</b>	<b>\$ 49,228</b>	<b>\$ -</b>	<b>\$ 49,228</b>
<b>TOTAL HOURS AND COST (Task 1 through Task 4)</b>		<b>10</b>	<b>64</b>	<b>132</b>	<b>88</b>	<b>0</b>	<b>16</b>	<b>310</b>	<b>\$ 68,862</b>	<b>\$ -</b>	<b>\$ 68,862</b>

**Notes:**

- 1 Reimbursable expenses include subconsultant fees, mileage, and report reproduction costs.  
Geoscience is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. The work Geoscience performs does not fall under prevailing wage rate categories.
- 2 Geoscience's Schedule and Consultants Fee included with this bid are valid for a period of 6 months assuming the starting date shown in the attached Project Schedule.
- 3 Geoscience will manage work hours between employee classifications or utilize other employee classifications provided that the total project fee is not exceeded without prior approval of the Owner.  
Geoscience will first request approval from the Owner before work hours are managed between Tasks as listed in the Consultants Fee Schedule.
- 4 Services not Specifically Identified in the Scope of Work are not included in this Agreement for Professional Services.

## CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (“*Agreement*”) is entered into as of **DATE**, 2023 (“*Effective Date*”), by and between San Bernardino Valley Municipal Water District, a municipal water district organized and operating under the Municipal Water District Law of 1911 (“*District*”), and Environmental Science Associates (“*ESA*”), an interdisciplinary planning and consulting firm (“*Consultant*” or “*Contractor*”). District and Consultant are sometimes referred to herein collectively as “*Parties*” and individually as “*Party*.”

### RECITALS

A. District is a public agency of the State of California and is in need of a qualified consultant to provide professional services for the following project:

**JOB NAME:** Riverside Habitat, Parks & Water Project

**JOB NUMBER:** 1770

B. Consultant is duly licensed in the State of California and has the necessary qualifications to provide such professional services.

C. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Consultant will render such professional services to District.

**NOW, THEREFORE**, the Parties agree as follows:

### ARTICLE I SCOPE OF SERVICES TO BE PERFORMED, TIME OF PERFORMANCE AND TERM

1.1 Term. The term (“*Term*”) of this Agreement shall commence on the Effective Date and shall automatically terminate upon earlier of: (a) December 31, 2028; or (b) the successful completion of Services (as defined below), unless earlier terminated.

1.2 Scope of Services and Time of Performance. During the Term of this Agreement, Consultant shall perform all services, and provide all materials, equipment, tools, labor, and expertise, necessary to furnish the professional services set forth in Consultant’s proposal in response to the RFP (“*Proposal*”), a true and correct copy of which is attached as *Exhibit “A”* hereto and incorporated herein by reference (collectively, “*Services*”). All Services shall be performed in accordance with the timeframes set forth in the Proposal.

1.3 Task Orders. From time to time, the Parties may make changes to or authorize certain work set forth in the scope of Services, including without limitation issuing additional instructions, requiring additional work, or deleting work previously ordered, by executing one or more task orders (each a “*Task Order*”). The provisions of this Agreement shall apply to all such Task Orders. The costs of each Task Order, or any modification of time for completion that might be required thereby, shall be mutually agreed upon in writing by District and Consultant before

commencement of the work called for by such Task Order. A Task Order is a request for additional Services and/or changes to Services, and shall not be effective unless and until accepted in writing by both Parties. Consultant shall be solely responsible for all costs and expenses associated with any additional Services, including additional Services already performed, that have not been specifically agreed upon in writing by Consultant and District. As used in this Agreement, the term “*Services*” shall include Services added, deleted, or modified by any Task Order.

1.4 Qualifications. Consultant represents and warrants to District that it has the qualifications, experience, licenses, and facilities necessary to properly perform the Services in a timely, competent, and professional manner.

1.5 Licenses. Consultant shall, in accordance with applicable laws and ordinances, obtain and maintain at its expense all permits and licenses necessary to accomplish the Services. Failure to maintain a required permit or license may result in immediate termination of this Agreement.

1.6 Standard of Care. Consultant shall perform all Services in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and competence ordinarily exercised by members of the profession currently practicing under similar conditions and in compliance with all federal, state, and local laws, rules, regulations, or ordinances applicable to the Services.

1.7 Relations with Construction Contractor. Outside of the normal commission of Consultant’s scope of work for the project, Consultant shall not directly or indirectly communicate with or consult with any construction or other District contractor utilized in the project, except in the presence of or with the specific written consent of the District.

1.8 Non-Exclusivity. District agrees that Consultant may perform services in matters that are not substantially related to the Services for people or entities that are or might be adverse to District. Subject to the restrictions of this Section 1.8 and Sections 3.2 and 3.3, Consultant will have no obligation to limit or restrict the assignment of its consultants, employees, and principals to other projects as a result of their performance of the Services.

## **ARTICLE II COMPENSATION AND EXPENSES**

2.1 Compensation. As full and complete compensation for the Services to be rendered by Consultant, District shall pay Consultant for all Services performed pursuant to this Agreement, inclusive of subconsultants and miscellaneous expenses, in the amount and on the schedule set forth in the Proposal (“*Compensation*”), which amount shall not exceed two hundred eighty-seven thousand twenty-five dollars (\$287,025) (“*Maximum Fee*”). To the extent different payment terms are set forth in a Task Order that conflict with the general payment terms set forth in the Proposal, the terms in the Task Order shall control. Consultant acknowledges and agrees that in no event shall Consultant receive or have a claim of any kind for any payment in excess of the Maximum Fee for any work, including additional Services under any Task Order, performed under this Agreement, unless such amount exceeding the Maximum Fee is specifically approved in writing by District.

2.2 Billing Procedure. On or before the tenth (10th) day of each month, Consultant will submit to District an accurate and complete statement (“**Invoice**”) for Services actually performed during the previous month and other amounts due under this Agreement. Each Invoice shall include, at a minimum: (a) District’s job name; (b) District’s job number; (c) Consultant’s point of contact for billing questions; (d) basis of billing; (e) total contract value; (f) total billing to date; (g) amount remaining in contract; (h) estimated percentage of completion at time of billing; and (i) a summary of Services actually performed during the billing period. Each Invoice shall be supported by such data substantiating Consultant’s right to payment as District may reasonably require.

2.3 Payment. District shall pay to Consultant within thirty (30) calendar days after receipt of an Invoice, or the resolution of any billing dispute, all undisputed amounts. District may withhold a portion of an Invoice because of defective Services not remedied or unsatisfactory prosecution of the Services by Consultant. District will release any withheld funds upon Consultant satisfactorily remedying the issue that resulted in the withholding. District will not pay late fees to Consultant on the compensation due Consultant under the terms of this Agreement. Payment of any Invoice shall not constitute acceptance of any Services completed by Consultant, and the making of final payment shall not constitute a waiver of any claims by District for any reason whatsoever.

2.4 Disputed Invoices. In the event District disputes an Invoice, District shall provide a written explanation of the dispute to Consultant within thirty (30) days after receiving the Invoice. District and Consultant shall cooperate to resolve any disputed amount. District shall not be penalized for any reasonable dispute and shall not be obligated to pay any amount in dispute until the dispute has been resolved.

2.5 Expenses. District must pre-approve in writing each reasonable and necessary expense for which Consultant intends to seek reimbursement, which expenses are directly related to the performance of the Services. If pre-approved, such expenses for reasonable and necessary travel, lodging, or miscellaneous expenses incurred in the performance of this Agreement will be reimbursed to Consultant in accordance with District’s general reimbursement policy. Consultant shall submit an Invoice of all incurred expenses accompanied by reasonable supporting documentation or transaction receipts. Invoices that fail to include reasonable supporting documentation or receipts will not be honored and District will have no obligation of any kind to reimburse Consultant for unsupported expenses listed on such Invoices.

2.6 Taxes. Any Taxes imposed by governing taxing authorities with respect to the Services will be the responsibility of Consultant. “**Taxes**” shall mean all taxes imposed with respect to the provision of the Services and associated amounts payable with respect to the Services, whether denominated as sales taxes, gross receipts taxes, transaction privilege taxes, use taxes, excise taxes, or otherwise.



### ARTICLE III WORK PRODUCT; CONFIDENTIAL INFORMATION

3.1 Project Data. Consultant shall be exclusively responsible for obtaining from the appropriate sources, persons or third parties, all data and information necessary for the proper, timely and complete performance and satisfaction of the Services.

3.2 Work Product. Upon completion or other termination of this Agreement, Consultant shall provide to District, and such other consultants approved by District, all papers, maps, models, designs, calculations, surveys, reports, data, notes, computer files, documents, drawings and other work product (collectively "**Work Product**") developed from or associated with the Services. Upon completion of the Services, Consultant shall provide one reproducible physical copy and one electronic copy of all final Work Product described in the Proposal, in forms acceptable to District. Consultant acknowledges that all Services performed or Work Product prepared for District by Consultant hereunder, including without limitation all data, calculations, reports, models, working notes, drawings, designs, improvements, trademarks, patents, copyrights (whether or not registered or patentable), and specifications developed or prepared by Consultant in connection with or related to such Services or Work Product shall become the sole and exclusive property of District, unless specifically otherwise agreed upon in writing by District and Consultant. Consultant hereby unconditionally assigns, transfers and conveys to District all rights, interests and claims of any kind related thereto, including copyright. Consultant shall promptly disclose such Work Product to District and, at the District's expense, perform all actions reasonably requested by District (whether during or after the Term) to establish and confirm such ownership (including, without limitation, executing any necessary assignments, consents, powers of attorney, and other instruments). Notwithstanding the preceding, all pre-existing intellectual property owned by Consultant which is incorporated in or utilized to develop the Services performed or Work Product prepared for District hereunder shall remain the sole and exclusive property of Consultant; provided, however, that Consultant grants to District a non-exclusive, perpetual, fully transferable, worldwide, royalty-free, limited license to use such pre-existing intellectual property in connection with such Services or Work Product. Consultant shall not be held liable for reuse of Work Product or modifications thereof by District or its representatives for any purpose other than the original intent of this Agreement, without written authorization of Consultant.

3.3 Confidential Information. Consultant acknowledges that during the Term it may receive or have access to certain information, observations, and data (including without limitation trade secrets, designs, ideas, products, research, software, financial data, and personal information) concerning the business or affairs of District which is designated as confidential or proprietary or should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure ("**Confidential Information**"). All Confidential Information is, and shall remain, the property of District. Consultant shall: (a) use all Confidential Information solely for the purpose of providing the Services described in this Agreement; (b) hold all Confidential Information in strict confidence; (c) protect all Confidential Information from dissemination to, and unauthorized access or use by, any third party, using the same level of care and discretion that it uses with its own similar information, which in no case will be less than commercially reasonable care; (d) restrict access to all Confidential Information to such of its personnel, agents, and/or subconsultants, if any, who have a need to have access in order to provide

the Services and who are under obligations of confidentiality substantially similar to those in this Agreement; and (e) return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement and promptly confirm such return or destruction. Consultant shall not sell or make any unauthorized use of any Confidential Information.

#### **ARTICLE IV BOOKS AND RECORDS**

4.1 Books and Records. Consultant shall keep and preserve for no less than four (4) years after the date of final billing or termination of this Agreement, whichever shall first occur, accurate and detailed records of all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents or records evidencing or relating to the Services and disbursements charged to District under this Agreement (collectively, “*Books and Records*”). All Books and Records shall be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the Services provided by Consultant under this Agreement. District and its agents shall be given full access to such Books and Records during normal business hours. District and its agents shall have the right to make copies of any of the said Books and Records.

4.2 Work Product Documentation. Consultant further agrees to maintain all design calculations and final Work Product on file in legible and readily accessible form. In addition to the requirements of Section 3.2, Consultant shall make copies of such material available to District, at District’s sole cost and expense, and Consultant shall not destroy the originals of such materials and items, including any additions, amendments or modification thereto, unless District fails to object to such destruction upon Consultant providing District with sixty (60) days advance written notice, indicating that such material is scheduled to be destroyed.

#### **ARTICLE V INDEPENDENT CONTRACTOR**

5.1 Status. The Parties hereby acknowledge that in rendering the Services provided hereunder, Consultant shall be deemed to be an independent contractor and shall not be deemed in any way an agent, partner, or joint venturer of District. Consultant acknowledges and agrees that, as an independent contractor, it is solely responsible for the payment of any and all taxes and/or assessments imposed on account of payment to Consultant or the performance of Services by Consultant pursuant to this Agreement.

5.2 Agency Restrictions. Consultant understands and agrees that Consultant shall not represent itself to third parties to be the agent, employee, partner, or joint venturer of District. Furthermore, Consultant shall not make any statements on behalf of or otherwise purporting to bind the District in any contract or otherwise related agreement. Consultant further agrees and acknowledges that Consultant does not have the authority to and shall not sign any contract on behalf of District. Consultant shall not obligate District to do any other act that would bind District in any manner.

5.3 Further Assurances. Consultant shall furnish District with any documents or records that District reasonably believes necessary to properly and timely carry out the Services. District shall first tender written notice to Consultant regarding any documents or records that it reasonably believes necessary to properly carry out the Services. Consultant shall then have ten (10) days from the receipt of such notice to provide District with the requested documents or records.

## **ARTICLE VI TERMINATION**

6.1 Termination. At any time during the Term of this Agreement, District may terminate this Agreement, in whole or in part, with or without cause, upon ten (10) working days' written notice to Consultant. Upon receipt of the termination notice, Consultant shall promptly discontinue Services except to the extent the notice otherwise directs. In the event District renders such written termination notice to Consultant, Consultant shall be entitled to compensation for all Services properly rendered prior to the effective date of the notice and all further Services set forth in the notice. District shall be entitled to reimbursement for any compensation paid in excess of Services properly rendered and shall be entitled to withhold compensation for defective Services or other damages caused by Consultant's work. Consultant acknowledges District's right to terminate this Agreement as provided in this Article VI, and hereby waives any and all claims for damages that might arise from District's termination of this Agreement. Consultant shall deliver to District and transfer title (if necessary) to all completed Work Product. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of Services.

## **ARTICLE VII CALIFORNIA LABOR CODE PROVISIONS FOR PUBLIC WORKS PROJECTS**

7.1 Prevailing Wage Rates. Consultant is aware of the requirements of California Labor Code sections 1720 *et seq.* and 1770 *et seq.* (collectively, "**Prevailing Wage Laws**"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall indemnify, defend, and hold harmless District and its directors, officers, employees, and agents from any claims, liabilities, costs, fines, penalties, or interest arising out of any failure or alleged failure of Consultant or its subconsultants to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, including without limitation prevailing wages, employment of apprentices, hours of labor, and debarment of contractors and subcontractors.

7.2 Registration. If the Services are being performed as part of an applicable “public works” or “maintenance” project, in addition to the foregoing, then pursuant to California Labor Code sections 1725.5 and 1771.1, Consultant and all subconsultants must be registered with the Department of Industrial Relations (“*DIR*”). Consultant shall maintain registration for the duration of this Agreement and require the same of any of its subconsultants. This Agreement may also be subject to compliance monitoring and enforcement by the DIR. Consultant shall have sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

7.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of California Labor Code section 3700, 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 agrees to comply with such provisions before commencing the performance of any Services.

**ARTICLE VIII  
ENVIRONMENTAL PROTECTION AGENCY  
WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT  
 (“*WIFIA*”) PROVISIONS FOR WIFIA FUNDED PROJECTS**

8.1 Debarment and Suspension. Contractor certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the Services. Suspension and debarment information can be accessed at <http://www.sam.gov>. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

8.2 Federal Lobbying Restrictions (31 U.S.C. 1352). Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to District the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.

8.3 Civil Rights Obligations. Contractor shall comply with the following federal non-discrimination requirements:

(a) Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP). (42 U.S.C 2000D *et seq.*)

(b) Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities. (29 U.S.C. 794, supplemented by EO 11914, 41 FR 17871, April 29, 1976 and EO 11250, 30 FR 13003, October 13, 1965)

(c) The Age Discrimination Act of 1975, which prohibits age discrimination. (42 U.S.C 6101 *et seq.*)

(d) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.

(e) 40 CFR Part 7, as it relates to the foregoing.

8.4 Equal Employment Opportunity (EEO). The Contractor shall comply with Executive Order 11246, entitled 'Equal Employment Opportunity,' as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). (EO 11246, 30 FR 12319, September 28, 1965).

Contractor's compliance with Executive Order 11246 shall be based on implementation of the Equal Opportunity Clause, and specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.

During the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has

inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

8.5 Affirmative Action. (41 CFR 60-2) The Contractor shall comply with Executive Order 11246, entitled ‘Equal Employment Opportunity,’ as amended by Executive Order 12086, and 13672. (EO 12086, 43 FR 46501, and EO 13672, 79 FR 42971).

- a) *General.* The requirements of this part apply to nonconstruction (supply and service) contractors. The regulations prescribe the contents of affirmative action programs, standards and procedures for evaluating the compliance of affirmative action programs implemented pursuant to this part, and related matters.
- b) *Affirmative action programs.*
  - 1) Each nonconstruction contractor must develop and maintain a written affirmative action program for each of its establishments if it has 50 or more employees and:
    - i. Has a contract of \$50,000 or more; or
    - ii. Has Government bills of lading which in any 12-month period, total or can reasonably be expected to total \$50,000 or more; or
    - iii. Serves as a depository of Government funds in any amount; or
    - iv. Is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes in any amount.
  - 2) Each contractor and subcontractor must require each nonconstruction subcontractor to develop and maintain a written affirmative action program for each of its establishments if it has 50 or more employees and:
    - i. Has a subcontract of \$50,000 or more; or
    - ii. Has Government bills of lading which in any 12-month period, total or can reasonably be expected to total \$50,000 or more; or
    - iii. Serves as a depository of Government funds in any amount; or
    - iv. Is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes in any amount.
- c) *When affirmative action programs must be developed.* The affirmative action programs required under paragraph (b) of this section must be developed within 120 days from the commencement of a contract and must be updated annually.

- d) *Who is included in affirmative action programs.* Contractors subject to the affirmative action program requirements must develop and maintain a written affirmative action program for each of their establishments. Each employee in the contractor's workforce must be included in an affirmative action program. Each employee must be included in the affirmative action program of the establishment at which he or she works, except that:
- 1) Employees who work at establishments other than that of the manager to whom they report, must be included in the affirmative action program of their manager.
  - 2) Employees who work at an establishment where the contractor employs fewer than 50 employees, may be included under any of the following three options: In an affirmative action program which covers just that establishment; in the affirmative action program which covers the location of the personnel function which supports the establishment; or, in the affirmative action program which covers the location of the official to whom they report.
  - 3) Employees for whom selection decisions are made at a higher level establishment within the organization must be included in the affirmative action program of the establishment where the selection decision is made.
  - 4) If a contractor wishes to establish an affirmative action program other than by establishment, the contractor may reach agreement with OFCCP on the development and use of affirmative action programs based on functional or business units. The Director, or his or her designee, must approve such agreements. Agreements allowing the use of functional or business unit affirmative action programs cannot be construed to limit or restrict how the OFCCP structures its compliance evaluations.
- e) *How to identify employees included in affirmative action programs other than where they are located.* If pursuant to paragraphs (d)(1) through (3) of this section employees are included in an affirmative action program for an establishment other than the one in which the employees are located, the organizational profile and job group analysis of the affirmative action program in which the employees are included must be annotated to identify the actual location of such employees. If the establishment at which the employees actually are located maintains an affirmative action program, the organizational profile and job group analysis of that program must be annotated to identify the program in which the employees are included.

8.6 Segregated Facilities. (41 CFR 60-1.8). The Contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The Contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The Contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the Contractor's control, where the



facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term “facilities,” as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; provided, that separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

8.7 Disadvantaged Business Enterprises (DBE). The Contractor must ensure that the DBE’s six good faith efforts are used during the procurement of subcontractors for the Services. The six good faith efforts are found at: <https://www.epa.gov/grants/disadvantaged-business-enterprise-program-requirements#sixgoodfaithefforts>.

8.8 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (effective August 13, 2020). The John S. McCain National Defense Authorization Act for Fiscal Year 2019 (P.L. 115-232), at Section 889, prohibits EPA financial assistance recipients, including WIFIA borrowers, from expending loan funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in the Act, “covered telecommunications equipment or services” means:

(a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(b) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(c) Telecommunications or video surveillance services provided by such entities or using such equipment.

(d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The Act does not prohibit:

(a) Procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements.

(b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

**ARTICLE IX  
PROJECT MANAGEMENT**

9.1 Consultant's Representative. Tom Barnes ("*Consultant's Representative*") is hereby designated as the principal and representative of Consultant authorized to act on its behalf with respect to the Services specified herein and to make all decisions in connection herewith. Consultant shall not substitute Consultant's Representative without first notifying District in writing of Consultant's intent. District shall have the right to review the qualifications of said substitute. If District determines said substitute Consultant's Representative is unacceptable, Consultant shall submit alternate candidates until District determines the substitute Consultant Representative is acceptable.

9.2 District's Representative. Joanna Gibson ("*District's Representative*") is hereby designated to represent District and except as otherwise provided herein authorized to act on its behalf with respect to the Services specified herein and to make all decisions in connection therewith. District may substitute District's Representative at any time upon written notice to Consultant.

**ARTICLE X  
INDEMNIFICATION; LIMITATION OF LIABILITY**

10.1 Indemnification. To the maximum extent permitted by law, Consultant shall indemnify, defend, and hold harmless District and District's directors, officers, employees, representatives, agents, affiliates, subsidiaries, predecessors, successors, and assigns from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, judgments, fines, penalties, and deficiencies, including attorneys' fees (collectively, "*Claims*"), arising out of or related to any acts or omissions, or goods, products, or services made, furnished, or otherwise provided, or alleged to be made, furnished, or otherwise provided, by Consultant or Consultant's employees, representatives, agents, subconsultants, contractors, subcontractors, suppliers, successors, permitted assigns, or anyone acting on behalf of Consultant in connection with the performance of the Services; provided, however, that Consultant's indemnification obligations shall not apply to the extent any Claim arises from District's sole negligence or willful misconduct. Consultant's indemnification responsibility with respect to the Services shall exist and continue regardless of the extent to which District may have reviewed and approved the Services performed by Consultant, except that Consultant shall not be responsible for any Claim attributable to the Services to the extent such Claim is attributable to a decision made by District with respect to which Consultant and District have specifically agreed in writing that District shall be the responsible party. Consultant's indemnification obligations shall not be affected by any insurance provisions or limitations of liability contained in this Agreement. Consultant's indemnification obligations shall continue in full force and effect notwithstanding the completion, expiration, or other termination of this Agreement.

10.2 Limitation of Liability. DISTRICT'S CUMULATIVE AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING UNDER CONTRACT OR BASED UPON A CLAIM OF STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER TORT OR STATUTORY BASIS, SHALL BE LIMITED TO THE TOTAL PAYMENTS MADE

BY DISTRICT TO CONSULTANT HEREUNDER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT UPON WHICH LIABILITY IS PREDICATED. IN NO EVENT WILL DISTRICT OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, OR AFFILIATES BE LIABLE FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES, LOST REVENUES, OR FOR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, DELAY, INDIRECT, OR CONSEQUENTIAL DAMAGES OR THE LIKE, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER DISTRICT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THE PARTIES EACH ACKNOWLEDGE THAT THE FORGOING LIMITATION OF LIABILITY IS A MATERIAL CONDITION OF DISTRICT'S WILLINGNESS TO ENTER INTO THIS AGREEMENT, AND THAT DISTRICT WOULD NOT ENTER INTO THIS AGREEMENT BUT FOR SUCH LIMITATION.

## **ARTICLE XI INSURANCE**

11.1 Insurance. Consultant shall provide, pay for, and maintain in force at all times during the performance of the Services hereunder, the policies of insurance set forth below. Consultant shall provide original certificates of insurance and endorsements evidencing coverage on forms reasonably acceptable to District prior to commencing any Services under this Agreement and promptly upon request thereafter, and District reserves the right to require complete, certified copies of all required insurance policies, including policy declaration pages and endorsement pages. The existence of the required insurance coverage under this Agreement shall not be deemed to satisfy, substitute for, or otherwise limit Consultant's indemnification obligations under this Agreement. Consultant acknowledges that the insurance coverage and the policy limits set forth in this Agreement constitute the minimum coverage and policy limits required; if Consultant maintains broader coverage and/or higher limits than the minimums shown above, District requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant and any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District.

(a) Commercial General Liability Insurance covering liabilities for death and personal injury, liabilities for loss of or damage to property, and contractual indemnity obligations with a combined single limit of \$2,000,000 per occurrence and \$4,000,000 in the aggregate.

(b) Automobile Liability Insurance for bodily injury or death and property damage, including coverage for owned, non-owned, leased, and hired auto, with a minimum \$1,000,000 per person and \$2,000,000 per occurrence.

(c) Workers' Compensation Insurance as required by applicable law.

(d) Employers' Liability Insurance with limits of at least \$1,000,000 per occurrence.

(e) Professional Liability Insurance/Errors and Omissions Liability Insurance appropriate to Consultant's profession, with limits of liability of not less than \$2,000,000 each claim/annual aggregate.

11.2 Policy Requirements. All insurance policies required pursuant to this Agreement shall:

(a) For all liability policies, include an additional insured endorsement at least as broad as ISO CG 20 10 10 01 and consistent therewith naming as additional insureds "San Bernardino Valley Municipal Water District and its directors, officers, employees, representatives, agents, affiliates, subsidiaries, predecessors, successors, and assigns".

(b) Be on an "occurrence" basis, not a "claims-made" basis. The foregoing policies must contain an aggregate limit not less than the occurrence limit. The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy.

(c) Be primary and non-contributory with any insurance programs carried by or available to District and, with respect to Commercial General Liability Insurance, include a primary and non-contributory endorsement at least as broad as ISO CG 20 01 04 13.

(d) Waive all rights of subrogation and contribution against District and its insurers; provided, however, this provision shall apply regardless of whether or not District has received a waiver of subrogation from the insurer.

(e) Provide that coverage shall not be revised, cancelled or reduced until at least thirty (30) days' written notice of such revision, cancellation or reduction shall have been given to District. In the event any policies of insurance are revised, cancelled or reduced, Consultant shall prior to the revision, reduction or cancellation date, submit evidence of new insurance to District complying with this Agreement.

(f) Be issued by insurance companies which are qualified to do business in the State of California and which have a current rating of A-VII or better in Best's Insurance Report.

11.3 Subconsultant Insurance. In the event Consultant subcontracts any portion of its performance, the agreement between Consultant and the subconsultant shall require the subconsultant to carry the same policies of insurance that Consultant is required to maintain pursuant to this Agreement.

## **ARTICLE XII REPRESENTATIONS AND WARRANTIES**

12.1 Representations and Warranties. Each Party represents and warrants the following:

(a) Such Party is duly organized, validly existing, and in good standing under the laws of its state of formation or incorporation and has all requisite power and authority to conduct the business with which it conducts and proposes to conduct.

(b) All action on the part of such Party necessary for the authorization, execution, delivery, and performance of this Agreement, and the consummation of the transactions contemplated herein, has been properly taken and obtained in compliance with applicable law.

(c) Such Party has not entered into nor will either enter into any agreement (whether written or oral) in conflict with this Agreement or which would prevent such Party from performing its obligations under this Agreement.

(d) Such Party has the contacts and expertise, and will reasonably allocate its financial and time resources on a best efforts basis to enable it to perform its obligations hereunder.

### **ARTICLE XIII MISCELLANEOUS**

13.1 Entire Agreement. This Agreement contains the entire understanding between the Parties, and supersedes any prior understanding and/or written or oral agreements between them, respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, by and between the Parties relating to the subject matter of this Agreement that are not fully expressed herein.

13.2 Assignment. Consultant may not assign its rights and obligations hereunder, in part or in whole, without the prior written consent of District, which consent may be granted or withheld in District's sole discretion.

13.3 Succession. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns.

13.4 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.

13.5 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

13.6 Notices. Any notice to be given or to be served upon either Party hereto in connection with this Agreement must be in writing and shall be deemed to have been given and received: (a) when personally delivered; (b) two (2) days after it is sent by Federal Express or similar overnight courier, postage prepaid and addressed to the Party for whom it is intended, at that Party's address specified below; (c) three (3) days after it is sent by certified or registered United States mail, return receipt requested, postage prepaid and addressed to the Party for whom it is intended, at that Party's address specified below; or (d) as of the date of electronic mail transmission addressed to the Party for whom it is intended, at that Party's electronic mail address specified below, and provided that an original of such notice is also sent to the intended addressee by means described in clauses (a), (b), or (c) within two (2) business days after such transmission. Either Party may change the place for the giving of notice to it by thirty (30) days prior written notice to the other Party as provided herein.

If to District: San Bernardino Valley Municipal Water District  
Attn: Joanna Gibson  
380 East Vanderbilt Way  
San Bernardino, CA 92408  
Telephone: (909) 387-9253  
E-Mail: joannag@sbsvmwd.com

If to Consultant: [REDACTED]  
Attn: [REDACTED]  
Telephone: ( ) - -  
E-Mail: [REDACTED]

13.7 Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, excluding any choice of law provision that would apply the laws of any other jurisdiction. The Superior Court of the State of California in and for San Bernardino County shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party hereby consents to the jurisdiction of such court and waives any right it may otherwise have to challenge the appropriateness of such forum, whether on the basis of the doctrine of forum *non conveniens* or otherwise.

13.8 Waivers. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence.

13.9 Amendment. Except as expressly provided otherwise herein, this Agreement may not be modified, altered, or changed in any manner whatsoever except by a written instrument duly executed by authorized representatives of both Parties.

13.10 Severability. If any provision of this Agreement shall be deemed or held to be invalid or unenforceable for any reason, such provision shall be adjusted, if possible, rather than voided, so as to achieve the intent of the Parties to the fullest extent possible. In any event, such provision shall be severable from, and shall not be construed to have any effect on, the remaining provisions of this Agreement, which shall continue in full force and effect.

13.11 Time of the Essence. Time is of the essence in the performance of each and every provision or obligation of this Agreement as to which time is an element.

13.12 Release of Information and Advertising. Consultant shall not, without the prior written consent of District, make any news release or other public disclosure regarding this Agreement.

13.13 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law

shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word “including” shall mean including without limitation.

13.14 Attorneys’ Fees. If any legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys’ fees, reasonable expert witness fees, costs, and necessary disbursements in addition to any other relief to which that Party may be entitled.

13.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Signatures may be delivered electronically or by facsimile and shall be binding upon the Parties as if they were originals.

***[Signature Page Follows]***

**IN WITNESS WHEREOF**, the Parties hereby execute this Agreement as of the Effective Date.

**DISTRICT:**

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**CONSULTANT:**

**ESA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_



**EXHIBIT “A”**

*ESA’s Proposal*



San Bernardino Valley Municipal Water District

# Riverside Habitat, Parks & Water Project



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**Appendices**

- A – Project Examples
- B – Resumes



# Introduction



Environmental Science Associates (ESA) is a 100-percent employee-owned, interdisciplinary environmental planning and consulting firm. For more than 50 years, ESA has offered a broad array of services that support and ensure compliance with the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), and other local, regional, state, and federal regulatory statutes. With a vested interest in the success of our firm, ESA’s employees are highly dedicated and collaborative, always looking for the best outcomes that benefit our clients. We are a California-based firm with a staff of 500 stationed in 21 offices in the western and southeastern United States. ESA’s staff is fully integrated between offices; as a result, we can easily assemble teams with a variety of specialists to meet the unique needs of individual projects.

ESA’s **Water Practice** specializes in full-service environmental planning, CEQA/NEPA compliance, permitting, strategic support, and technical studies for water infrastructure projects. We work in all areas of the integrated water resources spectrum. Our water practice has unparalleled experience, having prepared CEQA/NEPA documents for 16 recycled water/IPR projects statewide, as well as 21 treatment plant projects and 20 pipeline projects in Southern California. ESA’s signature services are built on the unique collaboration between our water practice project managers and our cadre of in-house scientists with expertise in all CEQA/NEPA environmental topics, including air quality, archaeology, biology, geology/environmental hazards, GIS, greenhouse gas emissions, historic resources, noise and vibration, and tribal cultural.

ESA’s team has been responsible for delivering dozens of projects requiring different levels of environmental documentation. **Figure 1** highlights projects that ESA’s water practice has recently completed. Full descriptions specifically selected to exemplify our qualifications are provided in **Appendix A**, demonstrating our depth of experience providing CEQA/NEPA compliance for similar, large-scale complex projects in California, on behalf of local, state, and public agencies. These projects also include supporting technical analyses such as mitigation monitoring plans, jurisdictional delineations, permit applications, habitat restoration/landscape plans, and technical studies/surveys.

Figure 1: ESA Environmental Documentation Project Qualifications

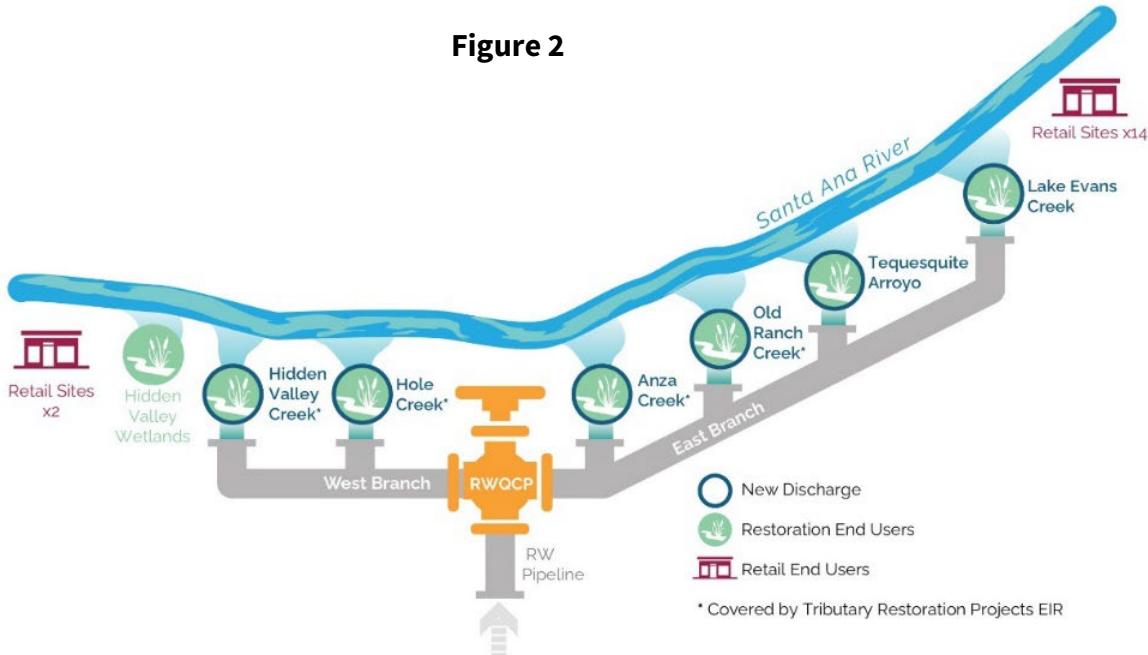
- ✔ **ENVIRONMENTAL IMPACT REPORTS**
    1. Sterling Natural Resource Center Indirect Potable Reuse Project EIR\*
    2. San Gabriel River Watershed Project Recycled Water Reuse Project EIR
    3. F.E. Weymouth Treatment Plant Improvement Project EIR
    4. Pure Water Soquel EIR
  - ✔ **PROGRAM ENVIRONMENTAL IMPACT REPORTS**
    1. Central and West Coast Groundwater Basins Master Plan PEIR
    2. VenturaWaterPure Water Supply Projects PEIR/EIR\*
    3. Los Angeles County Enhanced Watershed Management Plan PEIR
    4. Perris Dam Remediation PEIR
    5. San Jacinto Valley Enhanced Recharge and Recovery Project PEIR/EIR
  - ✔ **CEQA-PLUS DOCUMENTS**
    1. Morro Bay Water Reclamation Facility CEQA-Plus EIR
    2. Operation NEXT and Hyperion 2035 Water Supply Program CEQA-Plus PEIR
    3. Ocean Water Desalination Project CEQA-Plus PEIR/EIR
    4. Kern Fan Groundwater Storage Project CEQA-Plus EIR
    5. Syphon Reservoir Improvement Project CEQA-Plus EIR
  - ✔ **ENVIRONMENTAL IMPACT STATEMENT**
    1. North Bay Water Recycling Program Phase I and II EIS
  - ✔ **JOINT CEQA/NEPA DOCUMENTS**
    1. Ballona Wetlands Restoration Project EIR/EIS
    2. North LA/Kern County Regional Recycled Water Project Phase 2 MND/EA
- \*Also a CEQA-Plus Document*

# Project Understanding

The San Bernardino Valley Municipal Water District (SBVMWD/District) has requested proposals to provide compliance under CEQA and NEPA, as well as natural resource permitting support for the proposed Riverside Habitat, Parks and Water Project (RHPWP). This proposal provides an overview of our understanding of the project, key principles of our approach, a detailed scope of work, and a detailed description of our project team. A summary of our experience and resumes are highlighted in the Appendices.

The RHPWP is an important component of SBVMWD’s vision to enhance habitat values within the Santa Ana River (SAR) watershed consistent with the Upper Santa Ana River Habitat Conservation Plan (River HCP). The project is a foundational water source for habitat enhancement projects supporting the overall objectives of the HCP, allowing for other covered projects to rely on the anticipated enhanced habitat values. The RHPWP will divert up to 11,700 acre-feet per year (AFY) of treated recycled water from the existing discharge location in the SAR to six new discharge locations, situated strategically within tributaries and restoration sites that will directly benefit aquatic resources of the SAR across seven locations and 16 retail users. The purpose of the project is to maximize the beneficial reuse of recycled water to directly enhance native habitat and species while serving retail users. The RHPWP is identified in the River HCP as a covered project. ESA understands that the restoration efforts within the tributaries and proposed wetland restoration sites are being carried out by SBVMWD separately. We understand that the purpose of this Request for Proposals is to provide CEQA and NEPA compliance and environmental permits as needed for the diversion of recycled water, the construction and operation of a new recycled water conveyance system, and the establishment of up to six new discharge locations that are tributaries to the SAR as shown below in Figure 2. ESA understands that SBVMWD needs to comply with CEQA and NEPA and obtain permits to construct and operate the pipelines and pump stations that will supply water to the new habitat areas.

Figure 2



# Project Approach

## CEQA/NEPA Approach

We propose to prepare a stand-alone Environmental Impact Report (EIR) that meets the State Water Resources Control Board's (SWRCB) format requirements for CEQA-Plus documentation. This document will be sufficient to be used as an Environmental Assessment (EA) if needed by the federal lead agency. The document will focus on the following components only:

- i. Modification of wastewater discharge from the Riverside Water Quality Control Plant
- ii. Construction of the West Branch Extension of the RHPWP
- iii. Operations and maintenance of the West Branch Extension of the RHPWP
- iv. Construction of the East Branch Extension of the RHPWP
- v. Operations and maintenance of the East Branch Extension of the RHPWP
- vi. Change of use petition (Water Code 1211)

We have proposed a scope of work that will provide environmental compliance essentially for three distinct project elements: (1) reduced discharge, (2) construction and operation of the conveyance systems, and (3) construction and operation of six new discharge points.

## Permitting Approach

We have provided a scope of work to obtain Clean Water Act Section 404 permits, 401 certifications, and 1602 streambed alteration agreements for the two West Branch discharge points. The ESA permitting team will be led by Dan Swenson, the former chief regulatory officer at the LA Division of the U.S. Army Corps of Engineers (USACE). We expect Clean Water Act 404 discharges associated with the planned pipelines and discharge (outfall) structures for the RHPWP can be authorized by USACE under Nationwide 58 (Utility Line Activities for Water and Other Substances), with the regional water quality control board (RWQCB) issuing a corresponding 401 water quality certification and the California Department of Fish and Wildlife (CDFW) issuing a routine streambed alteration agreement. The scope of work includes the 1211 petition needed to change the current point of discharge.

We assume that impacts to state-listed species and federally listed species, including the Santa Ana sucker, would be avoided, and that consultation under the federal and state Endangered Species Acts would not be necessary. We understand that SBVMWD is preparing the River HCP, and that the RHPWP is a covered project. We assume that implementation of the RHPWP would provide a benefit to listed species. We have included budget for agency consultation to confirm this assumption. However, if formal consultation is required to implement this project, additional scope and budget will be required.

## Use of Existing Information

As noted in the RFP, SBVMWD has conducted extensive groundwater/surface water interaction modeling that we will rely on to evaluate impacts of reduced flow in the river. We assume the analysis provides estimates for total flow volumes that include changes to cubic feet per second (cfs) during dry weather

periods. For purposes of this proposal, we assume that the Geoscience model will be relied on to support the analysis.

Similarly, we understand that biological surveys have been conducted for the restoration areas that will prove helpful to the overall habitat conditions assessment supporting our analysis in the EIR. We will use all existing survey data as needed to support the analysis. The existing data will be augmented in our scope with additional surveys at the exact new points of discharge locations and other infrastructure impact areas as described in our detailed scope of work.

As part of our initial discussions in kicking off the CEQA/NEPA effort, ESA proposes to discuss the suitability of the Geoscience model to estimate impacts to habitat suitability of the river channel to Santa Ana sucker. ESA has conducted 2-D Hydrologic Engineering Center River Analysis System (HEC/RAS) surface water modeling for the segment of SAR just upstream of the proposed project area that modeled suitability criteria including velocity, depth, and wetted perimeter and then calculated changes in acreages of each of these parameters downstream of the reduced discharge. This methodology was successful in estimating the extent of the effect on downstream habitat suitability supporting the SBVMWD's 1211 petition and Section 7 consultation for the Sterling Natural Resource Center (SNRC) reduced discharge from the rapid infiltration and extraction facility (RIX). We have also employed this method on the Los Angeles, San Gabriel, and Santa Clara Rivers. If SBVMWD is interested in augmenting the impact analysis with surface water modeling of habitat suitability criteria, ESA would prepare a subsequent scope of work.

### Cumulative Assessment to Include Restoration Efforts

We have included in this scope vegetation surveys and jurisdictional delineations for the construction impact areas of each discharge. The surveys and delineations will not include the restoration sites themselves or any downstream areas inundated by the new water supply. SBVMWD has already conducted substantial environmental documentation of the restoration projects to be receiving the recycled water. To avoid a “piecemeal” critique, ESA proposes to include this analysis in detail within the cumulative impact analysis of the EIR. The EIR will evaluate the cumulative impacts of building the restoration projects and providing the water—drawing from the River HCP, River HCP EIR, and the Upper SAR Tributaries Restoration Project and Mitigation Reserve Program EIR. The analysis will also include an evaluation of the impacts of the new discharge locations, assuming that downstream segments of the stream channels will be improved and prepared to enhance aquatic habitat as part of the restoration projects. The EIR will be required to analyze the impacts of the discharge that include watering areas already groomed for the new water, including the timing of planting schedules. The EIR will also evaluate the potential for water supply disruption on the created aquatic habitat.

### Approach to Supporting 1211 Petition

We recognize that SBVMWD has evaluated the benefits of introducing new water supplies to tributary areas to revitalize aquatic habitat in the watershed. We also recognize that changing the point of discharge will modify the existing conditions downstream of the Riverside Water Quality Control Plant (RWQCP). This river segment is generally a gaining segment, supported by groundwater upwelling, which will buffer the impacts compared to the RIX diversion. In addition, habitat conditions in this segment are different than upstream—characteristically deeper, warmer, and slower water than just below RIX. ESA will evaluate the existing main channel suitability for Santa Ana sucker and will provide an analysis of the change resulting from the diverted flow on a cfs basis. The ESA team will include wildlife biologist Joel Mulder to characterize the main river channel and tributaries with respect to habitat suitability for all native fishes and amphibians

## Proposal

potentially in the river channel below the RWQCP. We recognize that SBVMWD has evaluated this impact in other CEQA documents for the River HCP, and the EIR will include this previous analysis to support impact significance conclusions.

We also assume that the RHPWP will result in some water being held in the upper SAR watershed, but that most of the diverted water will eventually continue to the Prado Basin. We assume that the Geoscience modeling will support the water diversion calculations to support a significance conclusion for impacts to downstream beneficial uses, including Orange County Water District (OCWD) and the lower SAR.

## Scope of Work

ESA's scope of work includes all tasks required for successful completion of the CEQA process and preparation of an EIR for the RHPWP. The EIR will include a project-level analysis of the proposed recycled water distribution system.

### Task 1: Project Management

#### Task 1.1: Scope, Schedule, and Budget

ESA's project manager will track and update the project budget and schedule. Written monthly progress reports will be submitted with billings that identify target dates for completion of current work tasks, deliverables, and meetings, and that identifies any potential issues affecting the project schedule or scope.

#### **Deliverable**

- Monthly progress reports

#### Task 1.2: Project Initiation and Status Meetings

ESA will participate in up to 12 status meetings/conference calls with the District, including an initial kickoff meeting. The purpose of the kickoff meeting will be to review the proposed scope, process, and protocols for the environmental documentation effort, including the objectives, alternatives, and necessary technical studies (data collection and fieldwork activities) required to complete the CEQA environmental document. Subsequent status meetings may include review of the project description or discussion of the District's comments on draft deliverables such as the Administrative Draft EIR.

#### **Deliverable**

- Draft meetings: 12 status meetings

### Task 2: Project Description

ESA will prepare a project description that will form the basis of the impact analysis in the EIR. ESA will submit a data request to the District to obtain additional details required for the project description. ESA will work with the District to identify/confirm specific locations for each facility, including footprint of ground disturbance, construction methodology and schedule, size and characteristics of aboveground and below-ground features, and operating criteria. Upon receipt of the information requested, ESA will prepare a draft project description for review by SBVMWD staff. Upon receipt of comments, ESA will prepare a final project description for District review. The project description will also include project objectives and a list of required approvals and permits.

#### **Deliverable**

- Draft and final project description for District review (electronic file)



### Task 3: Initial Study

ESA will prepare an Initial Study to evaluate whether any of potential impact topics may be eliminated from the EIR. We assume that the Initial Study will be sufficient to determine that impact to the following topics would not be significant and would therefore not be analyzed further in the EIR: aesthetics, agricultural and forestry, land use, population and housing, recreation, mineral resources, public services and utilities. ESA will prepare a draft Initial Study for review by SBVMWD staff. Upon receipt of comments, ESA will prepare a final Initial Study.

#### Deliverable

- Draft and final Initial Study for District review (electronic file)

### Task 4: Notice of Preparation and Scoping

ESA will prepare the Notice of Preparation (NOP) as required by Section 15082(a) of the CEQA Guidelines. The District will review the draft NOP and ESA will incorporate the District's edits into a final NOP for publication. ESA will assist the District in compiling a NOP mailing list that will include the State Clearinghouse, Responsible and Trustee Agencies, and persons requesting notice. ESA will work with the District to submit the NOP electronically to the State Clearinghouse and the CEQAnet database, and to post the NOP with the Riverside County clerk. ESA will also prepare a web-ready version of the NOP for inclusion on the District's website. ESA will mail up to 50 hard copies of the NOP to parties on the mailing list.

ESA will conduct one scoping meeting (either virtual or in-person) to solicit input from interested agencies and the public regarding the scope of the environmental analysis. ESA will prepare a PowerPoint presentation and other meeting materials (e.g., sign-in sheets, comment cards), depending on the meeting format. ESA has the capability to host virtual public meetings on various platforms including Zoom, WebEx, or GoTo Meeting.

When the 30-day NOP review period ends, ESA will prepare a scoping report for the District. The scoping report will summarize and append all comments received during the scoping process, including oral comments submitted during the meeting. The scoping report will be included in the Draft EIR in an appendix, along with the NOP.

Assembly Bill 52 (AB 52) requires outreach to Native American tribes to identify tribal cultural resources early in the CEQA process. AB 52 requires the District to directly consult with any tribes that submitted such a request. ESA will assist with preparation of written correspondence for SBVMWD to mail to each tribe on its letterhead to initiate the AB 52 consultation process. ESA will assist with any subsequent correspondence, but this scope of work assumes no participation in meetings with tribes.

#### Deliverable

- Draft NOP for District review (electronic file)
- Final NOP
- NOP mailing list
- Scoping meeting presentation, meeting materials
- Scoping report
- AB 52 correspondence

## Task 5: Technical Studies

ESA's project manager will collaborate with technical staff to execute technical studies to inform the environmental document. Technical reports will be reviewed by the technical lead and project manager as part of ESA's quality assurance process. Drafts will be provided to the SBVMWD for review and comment prior to finalization.

### Deliverable

- Draft and final technical studies (electronic files)

### Biological Reconnaissance Survey



ESA biologists will conduct a reconnaissance-level biological resources survey to document biological resources, including sensitive biological resources, present within and surrounding the construction impact areas. Prior to the biological reconnaissance survey, ESA will review relevant literature and databases such as the California Natural Diversity Database (CNDDDB) and California Native Plant Society (CNPS) regarding sensitive resources that have the potential to occur in the project site and vicinity. The biologists will document wildlife species and map vegetation communities/land cover types in each of the new points of discharge. The species-surveys conducted as part of the Opportunities and Constraints for Tributaries Restoration Sites and the District-led riparian bird surveys will complement the project-specific field surveys and analysis. The findings of the survey will be summarized and incorporated into a biological resources technical report (BRTR) suitable to support the CEQA document. The BRTR will identify the biological resources present within or surrounding the project site, and will include a vicinity map, vegetation communities/land cover map, sensitive species location map (if observed/detected), and representative photographs. In addition, the BRTR will use exiting literature to describe the ecological conditions of the SAR downstream of the current discharge point. The BRTR will summarize the conclusions of the hydrology studies conducted (Geoscience) to support the project with respect to acreages of habitat loss resulting from the reduced discharge.

The BRTR will provide the following: (1) a discussion of the existing site conditions and findings from the literature and database review and biological reconnaissance survey; (2) an evaluation of the potential for sensitive species and their habitats to occur; (3) a discussion of potential project impacts to biological resources resulting from construction, reduced discharge, and each of the new discharges; (4) and mitigation measures to avoid, minimize, and/or mitigate potential impacts.

### Cultural Resources



ESA cultural resources staff will conduct a cultural resource assessment for the project in support of CEQA, NEPA, and Section 106 of the National Historic Preservation Act. The purpose of the assessment will be to identify cultural resources within or immediately adjacent to the project's footprint that could be impacted by project implementation. Specific tasks will include the delineation of an area of potential effects (APE), a cultural resources records search and archival research, a Sacred Lands File search through the California Native American Heritage Commission (NAHC), Native American outreach, cultural resources surveys, and reporting.

ESA cultural resources staff will conduct records searches through the Eastern Information Center (EIC) and the South Central Coastal Information Center (SCCIC). The purpose of the records searches will be to identify previous cultural resources investigations, as well as previously recorded archaeological resources within a 0.5-mile radius around the APE, and historic architectural resources within a 0.25-mile radius

around the APE. Additional research will include review of available historic maps and aerial photographs, geotechnical studies, the National Register of Historic Properties, the California Register of Historical Resources, and the California Office of Historic Preservation's Built Environment Resource Directory. A desktop geoarchaeological review of the APE will also be conducted by ESA's geoarchaeologist to determine the likelihood for encountering subsurface archaeological deposits and at what depths they may be encountered.

A Sacred Lands File search will be requested from the California NAHC to solicit information on sensitive or undocumented Native American cultural resources in the vicinity of the APE and to obtain a list of Native American contacts who are culturally and traditionally affiliated with the APE. In support of Section 106 consultation obligations, ESA will contact the Native American groups indicated by the NAHC via letter and two rounds of follow up phone calls to solicit information regarding potential cultural resources as well as concerns the Native American community may have regarding the project.

A pedestrian survey of the APE will be conducted, following professional standards, to identify and document cultural resources. Cultural resources encountered in the APE will be recorded on California State Department of Park and Recreation (DPR) 523 site record forms and plotted with sub-meter handheld GPS instruments. Previously recorded resources, as identified through the EIC and SCCIC records searches, will be relocated and documented on DPR 523 update forms. ESA will prepare a Cultural Resources Report addressing CEQA and Section 106 requirements. The report will follow the guidelines in Archaeological Resource Management Reports: Recommended Contents and Format (DPR 1990).

## Air Quality



ESA will quantify the project's construction emissions using the California Emissions Estimator Model (CalEEMod) and/or Roadway Construction Emissions Model (RCEM) developed specifically for road construction and linear projects. ESA will provide a data needs request to SBVMWD for various construction assumptions (e.g., general construction schedule, construction equipment mix, estimated quantity of soil to be excavated, and an estimate of construction worker and delivery trips) to estimate construction emissions. The emissions estimates will include greenhouse gases resulting from increased energy consumption.

In accordance with South Coast Air Quality Management District (SCAQMD) guidelines, ESA will assess regional emissions and localized emission impacts to nearby sensitive receptors from construction using the screening tables in Appendix C of the SCAQMD Final Localized Significance Threshold Methodology. ESA assumes that operational emissions will be limited to periodic maintenance trips and will not include sources such as stationary generators, offices, or other support buildings. Therefore, operational impacts will be assessed qualitatively.

## Task 6: Administrative Draft EIR

ESA will prepare an Administrative Draft EIR for District review using the project description developed under Task 2. Based on input regarding key issues from comments received on the NOP, ESA will develop a proposed outline for the EIR. The EIR will include baseline environmental setting, impacts and proposed mitigation measures for all environmental resources in CEQA Guidelines Appendices G. As required by CEQA, the baseline environmental setting will be the study area as it exists as of the date of NOP publication. The effects of the project will be defined as changes from this baseline that are attributable to the project. The impact analysis will identify direct, indirect, and cumulative impacts. Mitigation measures will be identified as applicable to specific project impacts. The EIR will also contain statutory sections

## Proposal

required by CEQA: alternatives analysis (including the “No Project” alternative), growth-inducing impacts of the project, and the list of persons and organizations consulted. Each section will be prepared by ESA technical staff and will receive a thorough quality review by ESA’s management team and technical leaders as necessary.

### **Deliverable**

- Administrative Draft EIR (electronic file)

## Task 7: Screencheck and Public Draft EIR and Notices

After the District has reviewed the Administrative Draft EIR, ESA will make the necessary revisions and prepare a Screencheck Draft EIR that incorporates the District’s comments. After the District’s final review of the Screencheck Draft EIR, ESA will prepare the Public Draft EIR for publication and distribution for a 45-day public review period. ESA will prepare and upload the Notice of Completion (NOC) and Public Draft EIR to the State Clearinghouse and CEQAnet database. ESA also will prepare a Notice of Availability (NOA) of a EIR and assist the District with distribution of the Public Draft EIR and NOA to the public and interested parties, including the Riverside County clerk. ESA will prepare a web-ready version of the Public Draft EIR for publication on the District’s website. ESA also will post the NOA in one local newspaper.

The NOC and NOA will provide notice of a public meeting. ESA will work together with the District to conduct the public meeting, either virtually or in person, to solicit public comments about the environmental analysis in the Draft EIR. ESA will prepare a PowerPoint presentation and other meeting materials (e.g., sign-in sheets, comment cards) depending on the meeting format. As explained previously, ESA has the capability to host virtual public meetings on various platforms, including Zoom, WebEx, or GoTo Meeting. ESA will summarize the oral comments submitted during the public meeting.

### **Deliverable**

- Draft Screencheck Draft EIR; Public Draft EIR; NOC (electronic files)
- NOA
- Public meeting materials

## Task 8: Prepare Responses to Comments

ESA will organize and summarize the comments received on the Draft EIR, both written comment letters and oral comments submitted at the public meeting, as required by CEQA Guidelines Section 15105, and coordinate with the District as necessary to discuss response strategies and responsibilities. ESA will prepare a draft responses to comments document for review by the District. This scope of work assumes that the comment letters received will not exceed 30 pages.

### **Deliverable**

- Administrative draft responses to comments (electronic file)

## Task 9: Prepare Final EIR, Notice, and Findings

After the District has reviewed the draft responses to comments document, ESA will incorporate the necessary revisions and prepare a Screencheck Final EIR for review by the District. The Final EIR will include comment letters and oral comment summaries, responses to comments, edits to the text of the Draft EIR as applicable, and corrections and staff-initiated changes to the Draft EIR text, if necessary. The Final EIR will be forwarded to the State Clearinghouse and each entity that provided comments.

ESA will prepare a Draft Findings of Fact and Statement of Overriding Considerations (if necessary) for review by the District legal counsel. After review, ESA will incorporate comments and prepare the Final Findings of Fact and Statement of Overriding Considerations. Additionally, ESA will prepare the Notice of Determination (NOD). Once the Final EIR is certified, ESA will file the NOD with the San Bernardino County clerk and the State Clearinghouse. This scope of work does not include the CEQA filing fees for the California Department of Fish and Wildlife.

**Deliverable**

- Screencheck Final EIR
- Final EIR
- Findings of Fact and SOC
- NOD

**Task 10: Mitigation Monitoring and Reporting Program**

In compliance with Public Resources Code Section 21081.6, ESA will prepare a Mitigation Monitoring and Reporting Program (MMRP) that describes the mitigation measures that are required as conditions of project approval to avoid or reduce potential environmental impacts, the responsible parties, tasks, and schedule necessary for monitoring mitigation compliance. ESA will prepare a Draft MMRP for District review and will incorporate comments into a Final MMRP.

**Deliverable**

- Draft and Final MMRP (electronic file)

**Task 11: Attend Public Meetings**

ESA will attend up to three public meetings and hearings as part of the EIR process, including the following:

- One scoping meeting during the NOP public comment period
- One public meeting to receive comments on the Draft EIR’s findings and conclusions
- One public hearing to respond to comments or inquiries during District Board deliberation on the Final EIR

**Task 12: Permitting**

*Task 12.1: Complete Environmental Assessments*

**Task 12.1-A – Conduct Aquatic Resources Delineation**

A delineation of aquatic resources will be conducted concurrently with the biological survey. The delineation will include identification of wetland and non-wetland waters of the U.S. and state, as well as resources potentially subject to California Fish and Game Code (FGC) Section 1600. ESA staff will use the routine on-site method outlined in the USACE’s Wetlands Delineation Manual (Corps Environmental Laboratory 1987) combined with the Regional Supplement to the Corps Wetland Delineation Manual: Arid West Region, Version 2 (September 2008), and the Field Guide to Ordinary High-Water Mark (OHWM) Determinations in the Arid West (August 2008) to identify aquatic resources potentially subject to regulation by the USACE. The USACE three-parameter approach to delineating wetlands will be used to examine: vegetation, soils, and hydrology. For most circumstances, all three parameters must meet certain criteria for the area to be a wetland. Wetland delineation forms and OHWM data sheets will be completed for sample areas to determine wetland and OHWM limits. Wetlands as defined in the State Wetland Definition

and Procedures for Discharges of Dredged or Fill Material to Waters of the State (State Water Resources Control Board 2019) will be delineated in accordance with these procedures.

### **Task 12.1-B – Prepare Aquatic Resources Delineation Report**

Upon completion of the aquatic resources delineation, ESA will prepare and submit one draft aquatic resources delineation report suitable for submittal to the regulatory agencies for verification. The report will include a site description; a description of the methodologies and results of the data collection; a map of the site and all aquatic resources that were identified during the field delineation; a discussion of vegetation, soils, and hydrology; a description of field survey techniques and methods; copies of the standardized data sheets that were used during field work; and representative photographs. The report will include information necessary to support the USACE in their verification and any required Clean Water Act permitting. The report will also include a discussion and map of areas subject to the jurisdiction of the RWQCB and CDFW. In addition, a preliminary jurisdictional determination form will be completed for submittal to the USACE, if appropriate.

#### **Deliverable**

- Draft and final aquatic resources delineation report

### **Task 12.2 – Conduct Regulatory Agency Permitting and Coordination**

#### **Task 12.2-A: Application for Section 404 Coordination and Nationwide Permit Pre-Construction Notification**

ESA will prepare, submit and coordinate a Clean Water Act Section 404 Nationwide Permit (NWP) Pre-Construction Notification (PCN). Section 404 of the CWA regulates the discharge of dredged or fill material into waters of the United States, including wetlands. ESA will coordinate with SBVMWD to determine the optimal permitting approach for the project. This scope of work assumes that the project would be eligible under an NWP (most likely an NWP 58). ESA would prepare and compile a PCN package for submittal to the USACE for the purpose of obtaining an NWP verification.

#### **Task 12.2-B: Application for Section 401 Water Quality Certification Application and Waste Discharge Requirements**

ESA will prepare, submit and coordinate an application for a Clean Water Act Section 401 Water Quality Certification (WQC) and/or Porter-Cologne Water Quality Control Act Waste Discharge Requirements (WDR). Discharge of dredged or fill material to waters of the state would require the submittal of an application for Individual WQC and/or WDR. ESA will prepare an application package for submittal to the Santa Ana RWQCB for the proposed project.

#### **Task 12.2-C: Notification for Section 1602 Notification of Lake or Streambed Alteration Agreement**

ESA will prepare, submit, and coordinate a notification for a Lake or Streambed Alteration (LSA) Agreement. An LSA Agreement is required when there is a change to the bed, channel, or bank of any river, stream, or lake; or use of materials from or deposit of materials into a river, stream or lake, as will occur for the proposed project. ESA will prepare a notification in compliance with Section 1602 of the California FGC for submittal to CDFW. The notification package will describe the project features, construction period, construction methods, impacts on vegetation, fish and wildlife, and proposed mitigation and restoration measures. The CEQA document and supporting biological reports will be submitted as part of the notification.

**Task 12.2-D: Coordinate Agency Meetings and Consultation**

Prior to submittal of the regulatory permit applications, ESA permitting specialists will support SBVMWD in up to three virtual or in-person meetings with the USACE, RWQCB, and/or CDFW. In preparation for the meetings, exhibits will be prepared showing areas evaluated during field investigations as well as impact areas. Discussions with the agencies will focus on expectations of the project-related impacts and avoidance and mitigation measures that need to be considered during the permitting process. ESA will also respond to requests for additional information and act as the point-of-contact for all inquiries with the USACE, RWQCB, and CDFW for processing of the Section 404 NWP, Section 401 WQC/WDR, and LSA, respectively. Following each agency meeting, ESA will prepare meeting notes summarizing topics discussed and action items.

The project occurs within the plan area for the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP), and the City of Menifee is a permittee under the MSHCP. However, for purposes of this proposal, we assume that as lead agency for a project within the City, SBVMWD would not be subject to the requirements of the MSHCP and that a Determination of Biologically Equivalent or Superior Preservation Report would not be required. However, as part of our scope of work, we have included conducting a meeting with the Regional Conservation Authority to confirm this assumption.

**Deliverable**

- Draft and final permit applications

# Organizational Chart

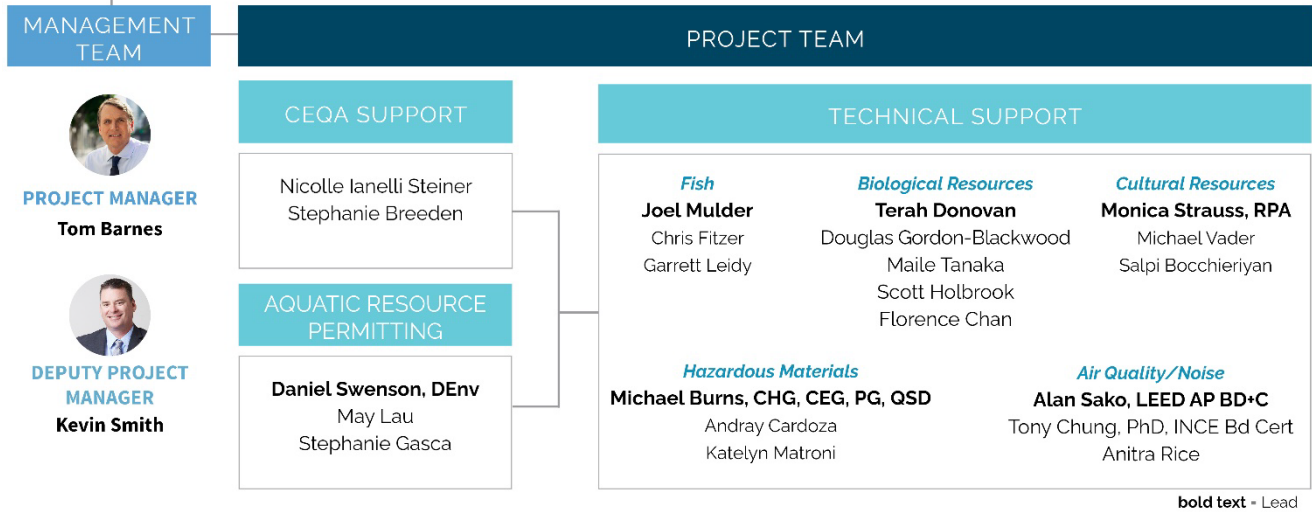
ESA has prepared numerous environmental documents, including program/project EIRs for other public agencies in and around the project area, including projects in Hemet and San Jacinto for Eastern Municipal Water District (EMWD) and projects in Perris for the California Department of Water Resources (DWR). ESA has selected the following team for its experience with the District and in the region, and for providing regulatory permitting and 1211 petitions support, HCP compliance, and CEQA documentation to support water infrastructure projects. We will draw on this experience to efficiently evaluate existing conditions and identify impacts.

ESA’s project manager for this contract will be Tom Barnes, director of ESA’s Southern California Water Practice Group. Kevin Smith will support Tom as the deputy project manager. Tom and Kevin have worked together for 15 years to provide CEQA/NEPA compliance services exclusively to water and wastewater clients, and they have a track record of working successfully with other water districts in the area, including the City of Riverside, Inland Empire Utilities Agency, East Valley Water District, EMWD and DWR. Tom will work with the District to understand expectations and will provide value and efficiency in guiding SBVMWD through the CEQA process.

The organization chart (**Figure 3**) depicts the chain of responsibility, project leadership, technical leads, and staff that will perform the proposed services. ESA certifies that it will not assign substantial work to individuals not listed herein. A discussion of the project management team and key technical leads follow the organization chart. Contact information and resumes are provided in **Appendix B**.



Figure 3



## Project Management Team



### Tom Barnes | Project Manager

Tom is the director of ESA’s Southern California Water Group and has more than 25 years of CEQA/NEPA and water supply facility–related experience. Tom oversees delivery of services from ESA’s Southern California groups and manages large complex projects, including water supply, stormwater, recycled water, and wastewater infrastructure plans and projects. Tom assists clients in negotiating with regulatory agency personnel from the U.S. Fish and Wildlife Service (USFWS), CDFW, RWQCB, USACE. Tom provides senior leadership and strategic environmental management support for all aspects of project implementation, from initial alternatives analysis and data collection to impact assessment, mitigation development, and permit condition implementation. Tom was the project manager for the SNRC Project EIR and permitting, the RWQCP Facilities Plan PEIR, the Inland Empire Utilities Association (IEUA) Facilities Plan PEIR, OCWD’s SAR Water Rights EIR, and the Santa Ana River Conservation and Conjunctive Use Project EIR. He brings a deep understanding of the Santa Ana River ecological values and regional stakeholders.



### Kevin Smith | Deputy Project Manager

Kevin is a senior project manager at ESA with over 18 years of experience in environmental services. Kevin specializes in the preparation of CEQA and NEPA documentation, regularly working with local cities, counties, water districts, and engineering design teams to describe technical specifications in language that is accessible to the general public for CEQA and NEPA documents. As the deputy project manager, Kevin will manage the preparation of the analysis, provide quality assurance and control, and support project management. Kevin prepared the CEQA Addenda for the SNRC project for East Valley Water District, and was the project manager for the City of Riverside’s Wastewater Integrated Master Plan Programmatic EIR.



## Technical Leads



Dan Swenson, DEnv | Aquatic Resource Permitting Technical Lead

Dr. Daniel Swenson has 20 years’ experience working for USACE prior to joining ESA. Dan has led teams reviewing Clean Water Act Section 404 permit applications, has provided NEPA technical review and agency consultation guidance to staff, and is well versed in environmental laws such as Section 404 of the Clean Water Act, Section 10 of the Rivers and Harbors Act, and the Endangered Species Act. While with USACE, he led initiatives for the South Pacific Division (California and six other states) to develop the Mitigation Ratio Checklist, Uniform Performance Standards, and Mitigation Monitoring Guidelines. He has also permitted and overseen permitting for major programmatic operation and maintenance and water infrastructure permits, such as for the Los Angeles County Department of Public Works soft-bottom channel maintenance project. During his time at USACE, Dan approved six regional general permits (Newport Bay dredging, San Clemente beach nourishment, City of Hemet maintenance, City of Long Beach dredging, Los Angeles County debris basins, and Los Angeles County soft-bottom channels).



Terah Donovan | Biological Resources Technical Lead

Terah Donovan is a skilled biological resources technical lead that understands Habitat Conservation Plan (HCP) compliance, assembly of extensive baseline information from various sources, focused survey deployment, and the necessity to focus on the project as well as cumulative project impacts. She has completed programmatic and project-specific analyses of water infrastructure impacts (construction, maintenance, and operations) and their effects on biological resources and deftly developed avoidance and minimization measures that meet regulatory standards. She is a leading expert in regional conservation planning and implementation and has worked on 16 large-scale Habitat Conservation Plans in California, including implementation of eight. She is able to understand and apply avoidance and minimization strategies drawn from regional HCP programs to ensure project compliance. She has excellent working relationships with California Department of Fish and Wildlife and U.S. Fish and Wildlife Service staff through her participation National HCP Coalition where she serves as a Director and Secretary.



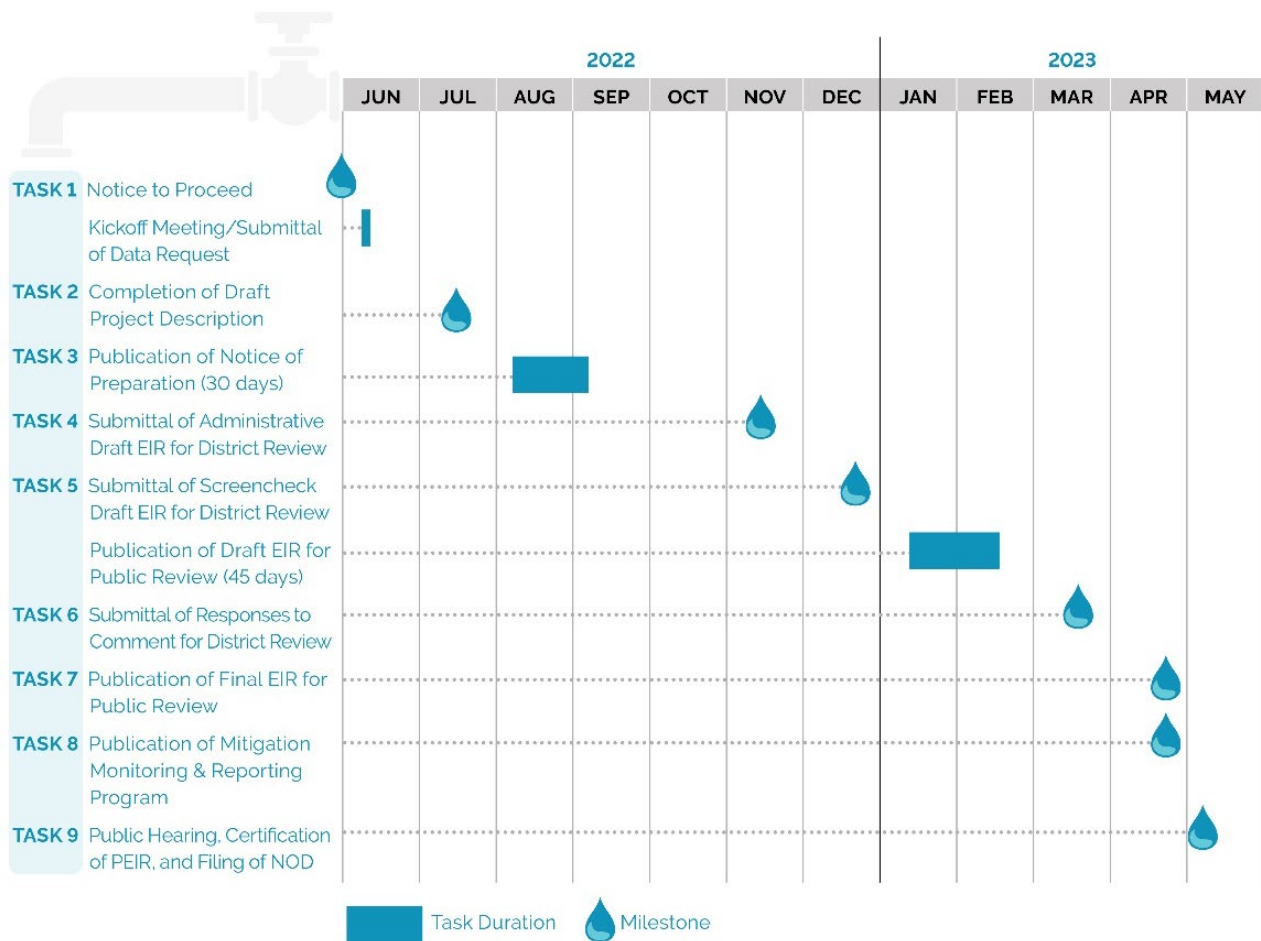
Joel Mulder | Fish Technical Lead

Joel is a fisheries biologist with over 20 years of professional experience. He has extensive experience in project management and preparation of technical reports, including constraints analyses, biological survey reports, biological assessments for federal Endangered Species Act Section 7 and Section 10 consultations, CEQA and NEPA documentation, mitigation and monitoring plans, and facilitating regulatory permit applications and coordination. Joel has extensive experience with special-status species surveys, nesting bird surveys, and fish and amphibian handling/relocation. He has expertise in fisheries biology and aquatic ecology spanning estuarine and freshwater environments, and is a recognized expert in endemic Southern California fishes, amphibians, and aquatic reptiles. Joel holds a USFWS 10(a)1(A) recovery permit for Santa Ana sucker and has experience with other native fishes in the Santa Ana River watershed. Joel has worked previously with SBVMWD as a technical lead on the fisheries section of the Upper Santa Ana River HCP and the Santa Ana Sucker Translocation Plan.

# Project Schedule

ESA is prepared to start work immediately and understands that the District wishes to begin EIR preparation with the kickoff meeting scheduled for June 1, 2022. As shown below in Figure 2, ESA will work efficiently with the District to release the Draft EIR in early 2023. ESA recommends initiating certain tasks, like the cultural resources records search, immediately after the kickoff meeting, so that the approximately 3-month wait for cultural resources inventories does not slow the project down. Additionally, we propose starting the Administrative Draft EIR immediately after the project description is finalized rather than waiting for the Notice of Preparation process to be complete. We welcome the opportunity to discuss the schedule with SBVMWD and to identify potential efficiencies in the report preparation and review.

**Figure 4: Schedule**



## Additional Information

The following are a few qualities that set us apart from our competitors.

### *Why ESA?*

- ✓ **Seasoned senior leadership team.** Our senior team is our primary differentiator. As the project manager, Tom Barnes brings over 25 years of experience in providing environmental compliance services and habitat management solutions to Southern California water agencies, including years of experience on the Santa Ana River. He is supported by a seasoned team of experts, including Kevin Smith, Dan Swenson, Stephanie Gasca, Daryl Koutnik, Terah Donovan, and Joel Mulder. As described in this proposal, this senior team is dedicated to bringing the environmental approval of the RHPWP to its completion in a timely and cost-efficient manner.
- ✓ **Water CEQA is our niche.** ESA is an industry-leading CEQA/NEPA firm specializing in water infrastructure projects. Tom Barnes and Kevin Smith have dedicated their careers to environmental documentation of water supply infrastructure projects in Southern California. We understand how to evaluate pipelines, pump stations, and flow modifications. We are experts in evaluating recycled water projects that result in discharge diversions. We understand how federal lead agencies are engaged through funding opportunities and/or permitting needs and we regularly tailor our documents to serve as CEQA/NEPA compliance vehicles, either as CEQA-Plus documents or EIR/EAs. We have recent relevant experience working with State Revolving Fund staff at the SWRCB, the Water Infrastructure Finance and Innovation Act team at USEPA, and the environmental branch of the U.S. Bureau of Reclamation in Temecula. Our technical scopes of work have been devised to provide analysis sufficient to achieve federal approvals from these funding agencies.
- ✓ **Santa Ana River and flow diversion experience.** ESA understands the ecological values of the Santa Ana River in this location, having supported SBVMWD in assessing reduced discharge from the RIX facility in support of the SNRC project. Through this experience we understand the project objectives and larger vision of the River HCP. These broad objectives will inform our approach to permit negotiations. In addition, ESA has recently successfully supported the following clients obtain reduced discharge petition approvals from the SWRCB: City of Glendale's ~3,000 AFY diversion from the Los Angeles River, City of Burbank's ~3,000 AFY diversion from the Los Angeles River, the Los Angeles County Sanitation District's ~50,000 AFY diversion from the San Gabriel River, and the SBVMWD's ~6,000 AFY diversion from the Santa Ana River. We are currently supporting the Santa Clarita Valley Water Agency and City of Ventura with additional 1211 diversion petitions.
- ✓ **Proven understanding of Key Stakeholders needs.** Key stakeholders for this project will include the City of Riverside and RWQCP, CDFW and USFWS, the River HCP stakeholder groups, and downstream water interests such as OCWD and IEUA. ESA prepared a Facility Master Plan PEIR for the RWQCP and is familiar with the facility's existing infrastructure. ESA also prepared an EIR for the Santa Ana River Conservation and Conjunctive Use Project that assessed impacts of arundo removal in the river segments in close proximity to the RHPWP. We have also prepared EIRs for OCWD evaluating water rights in the lower river and for SBVMWD evaluating reduced discharge from RIX. We are familiar with the stakeholders and understand the complex history of surface water and groundwater in the Inland Empire.



**Attachment A**  
**Cost Proposal: ESA Non-Labor Expenses Summary**

<b>Reimbursable Expenses</b>	
Project Supplies	\$ -
Printing/Reproduction	\$ -
Document and Map Reproductions (CD + Digital Photo)	\$ -
Postage and Deliveries	\$ -
Mileage	\$ 750
Vehicle Rental	\$ -
Lodging	\$ -
Airfare	\$ -
Other Travel Related	\$ -
SCIC	\$ 2,200
Paleo	\$ 600
-	\$ -
Subtotal Reimbursable Expenses	\$ 3,550
15% Fee on Reimbursable Expenses	\$ 533
<b>Total Reimbursable Expenses</b>	<b>\$ 4,083</b>
<b>TOTAL NON-LABOR EXPENSES</b>	<b>\$ 4,083</b>



## CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (“*Agreement*”) is entered into as of **DATE**, 2023 (“*Effective Date*”), by and between San Bernardino Valley Municipal Water District, a municipal water district organized and operating under the Municipal Water District Law of 1911 (“*District*”), and \_Geoscience, a groundwater engineering firm (“*Consultant*” or “*Contractor*”). District and Consultant are sometimes referred to herein collectively as “*Parties*” and individually as “*Party*.”

### RECITALS

A. District is a public agency of the State of California and is in need of a qualified consultant to provide professional services for the following project:

**JOB NAME:** Riverside Habitat, Parks, and Water Project

**JOB NUMBER:** 1770

B. Consultant is duly licensed in the State of California and has the necessary qualifications to provide such professional services.

C. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Consultant will render such professional services to District.

**NOW, THEREFORE**, the Parties agree as follows:

### ARTICLE I SCOPE OF SERVICES TO BE PERFORMED, TIME OF PERFORMANCE AND TERM

1.1 Term. The term (“*Term*”) of this Agreement shall commence on the Effective Date and shall automatically terminate upon earlier of: (a) December 31, 2028; or (b) the successful completion of Services (as defined below), unless earlier terminated.

1.2 Scope of Services and Time of Performance. During the Term of this Agreement, Consultant shall perform all services, and provide all materials, equipment, tools, labor, and expertise, necessary to furnish the professional services set forth in Consultant’s proposal in response to the RFP (“*Proposal*”), a true and correct copy of which is attached as *Exhibit “A”* hereto and incorporated herein by reference (collectively, “*Services*”). All Services shall be performed in accordance with the timeframes set forth in the Proposal.

1.3 Task Orders. From time to time, the Parties may make changes to or authorize certain work set forth in the scope of Services, including without limitation issuing additional instructions, requiring additional work, or deleting work previously ordered, by executing one or more task orders (each a “*Task Order*”). The provisions of this Agreement shall apply to all such Task Orders. The costs of each Task Order, or any modification of time for completion that might be required thereby, shall be mutually agreed upon in writing by District and Consultant before

commencement of the work called for by such Task Order. A Task Order is a request for additional Services and/or changes to Services, and shall not be effective unless and until accepted in writing by both Parties. Consultant shall be solely responsible for all costs and expenses associated with any additional Services, including additional Services already performed, that have not been specifically agreed upon in writing by Consultant and District. As used in this Agreement, the term “*Services*” shall include Services added, deleted, or modified by any Task Order.

1.4 Qualifications. Consultant represents and warrants to District that it has the qualifications, experience, licenses, and facilities necessary to properly perform the Services in a timely, competent, and professional manner.

1.5 Licenses. Consultant shall, in accordance with applicable laws and ordinances, obtain and maintain at its expense all permits and licenses necessary to accomplish the Services. Failure to maintain a required permit or license may result in immediate termination of this Agreement.

1.6 Standard of Care. Consultant shall perform all Services in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and competence ordinarily exercised by members of the profession currently practicing under similar conditions and in compliance with all federal, state, and local laws, rules, regulations, or ordinances applicable to the Services.

1.7 Relations with Construction Contractor. Outside of the normal commission of Consultant’s scope of work for the project, Consultant shall not directly or indirectly communicate with or consult with any construction or other District contractor utilized in the project, except in the presence of or with the specific written consent of the District.

1.8 Non-Exclusivity. District agrees that Consultant may perform services in matters that are not substantially related to the Services for people or entities that are or might be adverse to District. Subject to the restrictions of this Section 1.8 and Sections 3.2 and 3.3, Consultant will have no obligation to limit or restrict the assignment of its consultants, employees, and principals to other projects as a result of their performance of the Services.

## ARTICLE II COMPENSATION AND EXPENSES

2.1 Compensation. As full and complete compensation for the Services to be rendered by Consultant, District shall pay Consultant for all Services performed pursuant to this Agreement, inclusive of subconsultants and miscellaneous expenses, in the amount and on the schedule set forth in the Proposal (“*Compensation*”), which amount shall not exceed sixty-eight thousand eight hundred sixty-two dollars (\$68,862) (“*Maximum Fee*”). To the extent different payment terms are set forth in a Task Order that conflict with the general payment terms set forth in the Proposal, the terms in the Task Order shall control. Consultant acknowledges and agrees that in no event shall Consultant receive or have a claim of any kind for any payment in excess of the Maximum Fee for any work, including additional Services under any Task Order, performed under this Agreement, unless such amount exceeding the Maximum Fee is specifically approved in writing by District.



2.2 Billing Procedure. On or before the tenth (10th) day of each month, Consultant will submit to District an accurate and complete statement (“**Invoice**”) for Services actually performed during the previous month and other amounts due under this Agreement. Each Invoice shall include, at a minimum: (a) District’s job name; (b) District’s job number; (c) Consultant’s point of contact for billing questions; (d) basis of billing; (e) total contract value; (f) total billing to date; (g) amount remaining in contract; (h) estimated percentage of completion at time of billing; and (i) a summary of Services actually performed during the billing period. Each Invoice shall be supported by such data substantiating Consultant’s right to payment as District may reasonably require.

2.3 Payment. District shall pay to Consultant within thirty (30) calendar days after receipt of an Invoice, or the resolution of any billing dispute, all undisputed amounts. District may withhold a portion of an Invoice because of defective Services not remedied or unsatisfactory prosecution of the Services by Consultant. District will release any withheld funds upon Consultant satisfactorily remedying the issue that resulted in the withholding. District will not pay late fees to Consultant on the compensation due Consultant under the terms of this Agreement. Payment of any Invoice shall not constitute acceptance of any Services completed by Consultant, and the making of final payment shall not constitute a waiver of any claims by District for any reason whatsoever.

2.4 Disputed Invoices. In the event District disputes an Invoice, District shall provide a written explanation of the dispute to Consultant within thirty (30) days after receiving the Invoice. District and Consultant shall cooperate to resolve any disputed amount. District shall not be penalized for any reasonable dispute and shall not be obligated to pay any amount in dispute until the dispute has been resolved.

2.5 Expenses. District must pre-approve in writing each reasonable and necessary expense for which Consultant intends to seek reimbursement, which expenses are directly related to the performance of the Services. If pre-approved, such expenses for reasonable and necessary travel, lodging, or miscellaneous expenses incurred in the performance of this Agreement will be reimbursed to Consultant in accordance with District’s general reimbursement policy. Consultant shall submit an Invoice of all incurred expenses accompanied by reasonable supporting documentation or transaction receipts. Invoices that fail to include reasonable supporting documentation or receipts will not be honored and District will have no obligation of any kind to reimburse Consultant for unsupported expenses listed on such Invoices.

2.6 Taxes. Any Taxes imposed by governing taxing authorities with respect to the Services will be the responsibility of Consultant. “**Taxes**” shall mean all taxes imposed with respect to the provision of the Services and associated amounts payable with respect to the Services, whether denominated as sales taxes, gross receipts taxes, transaction privilege taxes, use taxes, excise taxes, or otherwise.

**ARTICLE III**  
**WORK PRODUCT; CONFIDENTIAL INFORMATION**

3.1 Project Data. Consultant shall be exclusively responsible for obtaining from the appropriate sources, persons or third parties, all data and information necessary for the proper, timely and complete performance and satisfaction of the Services.

3.2 Work Product. Upon completion or other termination of this Agreement, Consultant shall provide to District, and such other consultants approved by District, all papers, maps, models, designs, calculations, surveys, reports, data, notes, computer files, documents, drawings and other work product (collectively "**Work Product**") developed from or associated with the Services. Upon completion of the Services, Consultant shall provide one reproducible physical copy and one electronic copy of all final Work Product described in the Proposal, in forms acceptable to District. Consultant acknowledges that all Services performed or Work Product prepared for District by Consultant hereunder, including without limitation all data, calculations, reports, models, working notes, drawings, designs, improvements, trademarks, patents, copyrights (whether or not registered or patentable), and specifications developed or prepared by Consultant in connection with or related to such Services or Work Product shall become the sole and exclusive property of District, unless specifically otherwise agreed upon in writing by District and Consultant. Consultant hereby unconditionally assigns, transfers and conveys to District all rights, interests and claims of any kind related thereto, including copyright. Consultant shall promptly disclose such Work Product to District and, at the District's expense, perform all actions reasonably requested by District (whether during or after the Term) to establish and confirm such ownership (including, without limitation, executing any necessary assignments, consents, powers of attorney, and other instruments). Notwithstanding the preceding, all pre-existing intellectual property owned by Consultant which is incorporated in or utilized to develop the Services performed or Work Product prepared for District hereunder shall remain the sole and exclusive property of Consultant; provided, however, that Consultant grants to District a non-exclusive, perpetual, fully transferable, worldwide, royalty-free, limited license to use such pre-existing intellectual property in connection with such Services or Work Product. Consultant shall not be held liable for reuse of Work Product or modifications thereof by District or its representatives for any purpose other than the original intent of this Agreement, without written authorization of Consultant.

3.3 Confidential Information. Consultant acknowledges that during the Term it may receive or have access to certain information, observations, and data (including without limitation trade secrets, designs, ideas, products, research, software, financial data, and personal information) concerning the business or affairs of District which is designated as confidential or proprietary or should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure ("**Confidential Information**"). All Confidential Information is, and shall remain, the property of District. Consultant shall: (a) use all Confidential Information solely for the purpose of providing the Services described in this Agreement; (b) hold all Confidential Information in strict confidence; (c) protect all Confidential Information from dissemination to, and unauthorized access or use by, any third party, using the same level of care and discretion that it uses with its own similar information, which in no case will be less than commercially reasonable care; (d) restrict access to all Confidential Information to such of its personnel, agents, and/or subconsultants, if any, who have a need to have access in order to provide

the Services and who are under obligations of confidentiality substantially similar to those in this Agreement; and (e) return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement and promptly confirm such return or destruction. Consultant shall not sell or make any unauthorized use of any Confidential Information.

#### **ARTICLE IV BOOKS AND RECORDS**

4.1 Books and Records. Consultant shall keep and preserve for no less than four (4) years after the date of final billing or termination of this Agreement, whichever shall first occur, accurate and detailed records of all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents or records evidencing or relating to the Services and disbursements charged to District under this Agreement (collectively, “*Books and Records*”). All Books and Records shall be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the Services provided by Consultant under this Agreement. District and its agents shall be given full access to such Books and Records during normal business hours. District and its agents shall have the right to make copies of any of the said Books and Records.

4.2 Work Product Documentation. Consultant further agrees to maintain all design calculations and final Work Product on file in legible and readily accessible form. In addition to the requirements of Section 3.2, Consultant shall make copies of such material available to District, at District’s sole cost and expense, and Consultant shall not destroy the originals of such materials and items, including any additions, amendments or modification thereto, unless District fails to object to such destruction upon Consultant providing District with sixty (60) days advance written notice, indicating that such material is scheduled to be destroyed.

#### **ARTICLE V INDEPENDENT CONTRACTOR**

5.1 Status. The Parties hereby acknowledge that in rendering the Services provided hereunder, Consultant shall be deemed to be an independent contractor and shall not be deemed in any way an agent, partner, or joint venturer of District. Consultant acknowledges and agrees that, as an independent contractor, it is solely responsible for the payment of any and all taxes and/or assessments imposed on account of payment to Consultant or the performance of Services by Consultant pursuant to this Agreement.

5.2 Agency Restrictions. Consultant understands and agrees that Consultant shall not represent itself to third parties to be the agent, employee, partner, or joint venturer of District. Furthermore, Consultant shall not make any statements on behalf of or otherwise purporting to bind the District in any contract or otherwise related agreement. Consultant further agrees and acknowledges that Consultant does not have the authority to and shall not sign any contract on behalf of District. Consultant shall not obligate District to do any other act that would bind District in any manner.

5.3 Further Assurances. Consultant shall furnish District with any documents or records that District reasonably believes necessary to properly and timely carry out the Services. District shall first tender written notice to Consultant regarding any documents or records that it reasonably believes necessary to properly carry out the Services. Consultant shall then have ten (10) days from the receipt of such notice to provide District with the requested documents or records.

## **ARTICLE VI TERMINATION**

6.1 Termination. At any time during the Term of this Agreement, District may terminate this Agreement, in whole or in part, with or without cause, upon ten (10) working days' written notice to Consultant. Upon receipt of the termination notice, Consultant shall promptly discontinue Services except to the extent the notice otherwise directs. In the event District renders such written termination notice to Consultant, Consultant shall be entitled to compensation for all Services properly rendered prior to the effective date of the notice and all further Services set forth in the notice. District shall be entitled to reimbursement for any compensation paid in excess of Services properly rendered and shall be entitled to withhold compensation for defective Services or other damages caused by Consultant's work. Consultant acknowledges District's right to terminate this Agreement as provided in this Article VI, and hereby waives any and all claims for damages that might arise from District's termination of this Agreement. Consultant shall deliver to District and transfer title (if necessary) to all completed Work Product. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of Services.

## **ARTICLE VII CALIFORNIA LABOR CODE PROVISIONS FOR PUBLIC WORKS PROJECTS**

7.1 Prevailing Wage Rates. Consultant is aware of the requirements of California Labor Code sections 1720 *et seq.* and 1770 *et seq.* (collectively, "**Prevailing Wage Laws**"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall indemnify, defend, and hold harmless District and its directors, officers, employees, and agents from any claims, liabilities, costs, fines, penalties, or interest arising out of any failure or alleged failure of Consultant or its subconsultants to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, including without limitation prevailing wages, employment of apprentices, hours of labor, and debarment of contractors and subcontractors.

7.2 Registration. If the Services are being performed as part of an applicable “public works” or “maintenance” project, in addition to the foregoing, then pursuant to California Labor Code sections 1725.5 and 1771.1, Consultant and all subconsultants must be registered with the Department of Industrial Relations (“*DIR*”). Consultant shall maintain registration for the duration of this Agreement and require the same of any of its subconsultants. This Agreement may also be subject to compliance monitoring and enforcement by the DIR. Consultant shall have sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

7.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of California Labor Code section 3700, 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 agrees to comply with such provisions before commencing the performance of any Services.

**ARTICLE VIII**  
**ENVIRONMENTAL PROTECTION AGENCY**  
**WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT**  
**(“*WIFIA*”) PROVISIONS FOR WIFIA FUNDED PROJECTS**

8.1 Debarment and Suspension. Contractor certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the Services. Suspension and debarment information can be accessed at <http://www.sam.gov>. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

8.2 Federal Lobbying Restrictions (31 U.S.C. 1352). Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to District the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.

8.3 Civil Rights Obligations. Contractor shall comply with the following federal non-discrimination requirements:

(a) Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP). (42 U.S.C 2000D *et seq.*)

(b) Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities. (29 U.S.C. 794, supplemented by EO 11914, 41 FR 17871, April 29, 1976 and EO 11250, 30 FR 13003, October 13, 1965)

(c) The Age Discrimination Act of 1975, which prohibits age discrimination. (42 U.S.C 6101 *et seq.*)

(d) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.

(e) 40 CFR Part 7, as it relates to the foregoing.

8.4 Equal Employment Opportunity (EEO). The Contractor shall comply with Executive Order 11246, entitled 'Equal Employment Opportunity,' as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). (EO 11246, 30 FR 12319, September 28, 1965).

Contractor's compliance with Executive Order 11246 shall be based on implementation of the Equal Opportunity Clause, and specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.

During the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has

inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

8.5 Affirmative Action. (41 CFR 60-2) The Contractor shall comply with Executive Order 11246, entitled ‘Equal Employment Opportunity,’ as amended by Executive Order 12086, and 13672. (EO 12086, 43 FR 46501, and EO 13672, 79 FR 42971).

- a) *General.* The requirements of this part apply to nonconstruction (supply and service) contractors. The regulations prescribe the contents of affirmative action programs, standards and procedures for evaluating the compliance of affirmative action programs implemented pursuant to this part, and related matters.
- b) *Affirmative action programs.*
  - 1) Each nonconstruction contractor must develop and maintain a written affirmative action program for each of its establishments if it has 50 or more employees and:
    - i. Has a contract of \$50,000 or more; or
    - ii. Has Government bills of lading which in any 12-month period, total or can reasonably be expected to total \$50,000 or more; or
    - iii. Serves as a depository of Government funds in any amount; or
    - iv. Is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes in any amount.
  - 2) Each contractor and subcontractor must require each nonconstruction subcontractor to develop and maintain a written affirmative action program for each of its establishments if it has 50 or more employees and:
    - i. Has a subcontract of \$50,000 or more; or
    - ii. Has Government bills of lading which in any 12-month period, total or can reasonably be expected to total \$50,000 or more; or
    - iii. Serves as a depository of Government funds in any amount; or
    - iv. Is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes in any amount.
- c) *When affirmative action programs must be developed.* The affirmative action programs required under paragraph (b) of this section must be developed within 120 days from the commencement of a contract and must be updated annually.



- d) *Who is included in affirmative action programs.* Contractors subject to the affirmative action program requirements must develop and maintain a written affirmative action program for each of their establishments. Each employee in the contractor's workforce must be included in an affirmative action program. Each employee must be included in the affirmative action program of the establishment at which he or she works, except that:
- 1) Employees who work at establishments other than that of the manager to whom they report, must be included in the affirmative action program of their manager.
  - 2) Employees who work at an establishment where the contractor employs fewer than 50 employees, may be included under any of the following three options: In an affirmative action program which covers just that establishment; in the affirmative action program which covers the location of the personnel function which supports the establishment; or, in the affirmative action program which covers the location of the official to whom they report.
  - 3) Employees for whom selection decisions are made at a higher level establishment within the organization must be included in the affirmative action program of the establishment where the selection decision is made.
  - 4) If a contractor wishes to establish an affirmative action program other than by establishment, the contractor may reach agreement with OFCCP on the development and use of affirmative action programs based on functional or business units. The Director, or his or her designee, must approve such agreements. Agreements allowing the use of functional or business unit affirmative action programs cannot be construed to limit or restrict how the OFCCP structures its compliance evaluations.
- e) *How to identify employees included in affirmative action programs other than where they are located.* If pursuant to paragraphs (d)(1) through (3) of this section employees are included in an affirmative action program for an establishment other than the one in which the employees are located, the organizational profile and job group analysis of the affirmative action program in which the employees are included must be annotated to identify the actual location of such employees. If the establishment at which the employees actually are located maintains an affirmative action program, the organizational profile and job group analysis of that program must be annotated to identify the program in which the employees are included.

8.6 Segregated Facilities. (41 CFR 60-1.8). The Contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The Contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The Contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the Contractor's control, where the

facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term “facilities,” as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; provided, that separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

8.7 Disadvantaged Business Enterprises (DBE). The Contractor must ensure that the DBE’s six good faith efforts are used during the procurement of subcontractors for the Services. The six good faith efforts are found at: <https://www.epa.gov/grants/disadvantaged-business-enterprise-program-requirements#sixgoodfaithefforts>.

8.8 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (effective August 13, 2020). The John S. McCain National Defense Authorization Act for Fiscal Year 2019 (P.L. 115-232), at Section 889, prohibits EPA financial assistance recipients, including WIFIA borrowers, from expending loan funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in the Act, “covered telecommunications equipment or services” means:

(a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(b) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(c) Telecommunications or video surveillance services provided by such entities or using such equipment.

(d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The Act does not prohibit:

(a) Procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements.

(b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

**ARTICLE IX  
PROJECT MANAGEMENT**

9.1 Consultant's Representative. Johnson Yeh ("*Consultant's Representative*") is hereby designated as the principal and representative of Consultant authorized to act on its behalf with respect to the Services specified herein and to make all decisions in connection herewith. Consultant shall not substitute Consultant's Representative without first notifying District in writing of Consultant's intent. District shall have the right to review the qualifications of said substitute. If District determines said substitute Consultant's Representative is unacceptable, Consultant shall submit alternate candidates until District determines the substitute Consultant Representative is acceptable.

9.2 District's Representative. Joanna Gibson ("*District's Representative*") is hereby designated to represent District and except as otherwise provided herein authorized to act on its behalf with respect to the Services specified herein and to make all decisions in connection therewith. District may substitute District's Representative at any time upon written notice to Consultant.

**ARTICLE X  
INDEMNIFICATION; LIMITATION OF LIABILITY**

10.1 Indemnification. To the maximum extent permitted by law, Consultant shall indemnify, defend, and hold harmless District and District's directors, officers, employees, representatives, agents, affiliates, subsidiaries, predecessors, successors, and assigns from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, judgments, fines, penalties, and deficiencies, including attorneys' fees (collectively, "*Claims*"), arising out of or related to any acts or omissions, or goods, products, or services made, furnished, or otherwise provided, or alleged to be made, furnished, or otherwise provided, by Consultant or Consultant's employees, representatives, agents, subconsultants, contractors, subcontractors, suppliers, successors, permitted assigns, or anyone acting on behalf of Consultant in connection with the performance of the Services; provided, however, that Consultant's indemnification obligations shall not apply to the extent any Claim arises from District's sole negligence or willful misconduct. Consultant's indemnification responsibility with respect to the Services shall exist and continue regardless of the extent to which District may have reviewed and approved the Services performed by Consultant, except that Consultant shall not be responsible for any Claim attributable to the Services to the extent such Claim is attributable to a decision made by District with respect to which Consultant and District have specifically agreed in writing that District shall be the responsible party. Consultant's indemnification obligations shall not be affected by any insurance provisions or limitations of liability contained in this Agreement. Consultant's indemnification obligations shall continue in full force and effect notwithstanding the completion, expiration, or other termination of this Agreement.

10.2 Limitation of Liability. DISTRICT'S CUMULATIVE AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING UNDER CONTRACT OR BASED UPON A CLAIM OF STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER TORT OR STATUTORY BASIS, SHALL BE LIMITED TO THE TOTAL PAYMENTS MADE

BY DISTRICT TO CONSULTANT HEREUNDER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT UPON WHICH LIABILITY IS PREDICATED. IN NO EVENT WILL DISTRICT OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, OR AFFILIATES BE LIABLE FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES, LOST REVENUES, OR FOR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, DELAY, INDIRECT, OR CONSEQUENTIAL DAMAGES OR THE LIKE, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER DISTRICT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THE PARTIES EACH ACKNOWLEDGE THAT THE FORGOING LIMITATION OF LIABILITY IS A MATERIAL CONDITION OF DISTRICT'S WILLINGNESS TO ENTER INTO THIS AGREEMENT, AND THAT DISTRICT WOULD NOT ENTER INTO THIS AGREEMENT BUT FOR SUCH LIMITATION.

## **ARTICLE XI INSURANCE**

11.1 Insurance. Consultant shall provide, pay for, and maintain in force at all times during the performance of the Services hereunder, the policies of insurance set forth below. Consultant shall provide original certificates of insurance and endorsements evidencing coverage on forms reasonably acceptable to District prior to commencing any Services under this Agreement and promptly upon request thereafter, and District reserves the right to require complete, certified copies of all required insurance policies, including policy declaration pages and endorsement pages. The existence of the required insurance coverage under this Agreement shall not be deemed to satisfy, substitute for, or otherwise limit Consultant's indemnification obligations under this Agreement. Consultant acknowledges that the insurance coverage and the policy limits set forth in this Agreement constitute the minimum coverage and policy limits required; if Consultant maintains broader coverage and/or higher limits than the minimums shown above, District requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant and any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District.

(a) Commercial General Liability Insurance covering liabilities for death and personal injury, liabilities for loss of or damage to property, and contractual indemnity obligations with a combined single limit of \$2,000,000 per occurrence and \$4,000,000 in the aggregate.

(b) Automobile Liability Insurance for bodily injury or death and property damage, including coverage for owned, non-owned, leased, and hired auto, with a minimum \$1,000,000 per person and \$2,000,000 per occurrence.

(c) Workers' Compensation Insurance as required by applicable law.

(d) Employers' Liability Insurance with limits of at least \$1,000,000 per occurrence.

(e) Professional Liability Insurance/Errors and Omissions Liability Insurance appropriate to Consultant's profession, with limits of liability of not less than \$2,000,000 each claim/annual aggregate.

11.2 Policy Requirements. All insurance policies required pursuant to this Agreement shall:

(a) For all liability policies, include an additional insured endorsement at least as broad as ISO CG 20 10 10 01 and consistent therewith naming as additional insureds "San Bernardino Valley Municipal Water District and its directors, officers, employees, representatives, agents, affiliates, subsidiaries, predecessors, successors, and assigns".

(b) Be on an "occurrence" basis, not a "claims-made" basis. The foregoing policies must contain an aggregate limit not less than the occurrence limit. The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy.

(c) Be primary and non-contributory with any insurance programs carried by or available to District and, with respect to Commercial General Liability Insurance, include a primary and non-contributory endorsement at least as broad as ISO CG 20 01 04 13.

(d) Waive all rights of subrogation and contribution against District and its insurers; provided, however, this provision shall apply regardless of whether or not District has received a waiver of subrogation from the insurer.

(e) Provide that coverage shall not be revised, cancelled or reduced until at least thirty (30) days' written notice of such revision, cancellation or reduction shall have been given to District. In the event any policies of insurance are revised, cancelled or reduced, Consultant shall prior to the revision, reduction or cancellation date, submit evidence of new insurance to District complying with this Agreement.

(f) Be issued by insurance companies which are qualified to do business in the State of California and which have a current rating of A-VII or better in Best's Insurance Report.

11.3 Subconsultant Insurance. In the event Consultant subcontracts any portion of its performance, the agreement between Consultant and the subconsultant shall require the subconsultant to carry the same policies of insurance that Consultant is required to maintain pursuant to this Agreement.

## **ARTICLE XII REPRESENTATIONS AND WARRANTIES**

12.1 Representations and Warranties. Each Party represents and warrants the following:

(a) Such Party is duly organized, validly existing, and in good standing under the laws of its state of formation or incorporation and has all requisite power and authority to conduct the business with which it conducts and proposes to conduct.

(b) All action on the part of such Party necessary for the authorization, execution, delivery, and performance of this Agreement, and the consummation of the transactions contemplated herein, has been properly taken and obtained in compliance with applicable law.

(c) Such Party has not entered into nor will either enter into any agreement (whether written or oral) in conflict with this Agreement or which would prevent such Party from performing its obligations under this Agreement.

(d) Such Party has the contacts and expertise, and will reasonably allocate its financial and time resources on a best efforts basis to enable it to perform its obligations hereunder.

### **ARTICLE XIII MISCELLANEOUS**

13.1 Entire Agreement. This Agreement contains the entire understanding between the Parties, and supersedes any prior understanding and/or written or oral agreements between them, respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, by and between the Parties relating to the subject matter of this Agreement that are not fully expressed herein.

13.2 Assignment. Consultant may not assign its rights and obligations hereunder, in part or in whole, without the prior written consent of District, which consent may be granted or withheld in District's sole discretion.

13.3 Succession. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns.

13.4 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.

13.5 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

13.6 Notices. Any notice to be given or to be served upon either Party hereto in connection with this Agreement must be in writing and shall be deemed to have been given and received: (a) when personally delivered; (b) two (2) days after it is sent by Federal Express or similar overnight courier, postage prepaid and addressed to the Party for whom it is intended, at that Party's address specified below; (c) three (3) days after it is sent by certified or registered United States mail, return receipt requested, postage prepaid and addressed to the Party for whom it is intended, at that Party's address specified below; or (d) as of the date of electronic mail transmission addressed to the Party for whom it is intended, at that Party's electronic mail address specified below, and provided that an original of such notice is also sent to the intended addressee by means described in clauses (a), (b), or (c) within two (2) business days after such transmission. Either Party may change the place for the giving of notice to it by thirty (30) days prior written notice to the other Party as provided herein.

If to District: San Bernardino Valley Municipal Water District  
Attn: Joanna Gibson  
380 East Vanderbilt Way  
San Bernardino, CA 92408  
Telephone: (909) 387-9253  
E-Mail: joannag@sbsvmwd.com

If to Consultant: [REDACTED]  
Attn: [REDACTED]  
Telephone: ( ) -  
E-Mail: [REDACTED]

13.7 Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, excluding any choice of law provision that would apply the laws of any other jurisdiction. The Superior Court of the State of California in and for San Bernardino County shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party hereby consents to the jurisdiction of such court and waives any right it may otherwise have to challenge the appropriateness of such forum, whether on the basis of the doctrine of forum *non conveniens* or otherwise.

13.8 Waivers. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence.

13.9 Amendment. Except as expressly provided otherwise herein, this Agreement may not be modified, altered, or changed in any manner whatsoever except by a written instrument duly executed by authorized representatives of both Parties.

13.10 Severability. If any provision of this Agreement shall be deemed or held to be invalid or unenforceable for any reason, such provision shall be adjusted, if possible, rather than voided, so as to achieve the intent of the Parties to the fullest extent possible. In any event, such provision shall be severable from, and shall not be construed to have any effect on, the remaining provisions of this Agreement, which shall continue in full force and effect.

13.11 Time of the Essence. Time is of the essence in the performance of each and every provision or obligation of this Agreement as to which time is an element.

13.12 Release of Information and Advertising. Consultant shall not, without the prior written consent of District, make any news release or other public disclosure regarding this Agreement.

13.13 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law

shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word “including” shall mean including without limitation.

13.14 Attorneys’ Fees. If any legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys’ fees, reasonable expert witness fees, costs, and necessary disbursements in addition to any other relief to which that Party may be entitled.

13.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Signatures may be delivered electronically or by facsimile and shall be binding upon the Parties as if they were originals.

***[Signature Page Follows]***



**IN WITNESS WHEREOF**, the Parties hereby execute this Agreement as of the Effective Date.

**DISTRICT:**

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**CONSULTANT:**

**GEOSCIENCE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT “A”**

*Geoscience’s Proposal*

# GEOSCIENCE

The First Name in Groundwater

October 31, 2022

Mr. Chris Jones  
Preserve System Program Manage  
San Bernardino Valley Municipal Water District  
380 East Vanderbilt Way  
San Bernardino, CA 92408-3593

**Re: Scope of Work and Cost Estimate to Provide Modeling Services for the Santa Ana River Sustainable Parks and Tributaries Water Reuse Project**

Dear Chris:

Per your 7-Oct-22 email request, Geoscience Support Services, Inc. (Geoscience) has prepared this scope of work and cost proposal to provide modeling services for San Bernardino Valley Municipal Water District (Valley District), Riverside Public Utilities (RPU), and Environmental Science Associates (ESA) to support the Santa Ana River Sustainable Parks and Tributaries Water Reuse Project. This project will provide a portion of treated wastewater from the City of Riverside's Water Quality Control Plant (RWQCP) to Riverside streams (habitat), parks, and other recreation areas. Since this project will involve the surface discharge of treated wastewater, a National Pollutant Discharge Elimination System (NPDES) permit will be required. The project was modeled as part of the analysis for the Upper Santa Ana River Habitat Conservation Plan (HCP), Integrated Santa Ana River Model (Integrated Model), and the Santa Ana River Basin Monitoring Program Task Force Waste Load Allocation Model (WLAM) update, but changes in proposed project discharge locations and volumes have occurred after these initial modeling efforts. Therefore, updated model runs may be necessary to demonstrate that the proposed project will not degrade receiving waters. Such analysis would support the approval of the Environmental Impact Report (EIR), approval of the 1211 Wastewater Change of Use Petition, and future NPDES permitting from the Regional Board, while staying consistent with the Upper Santa Ana River HCP.

The following sections discuss the proposed scope of work, schedule, and cost estimate.

## Scope of Work

For the purpose of this project, the following tasks are proposed.

PO Box 220 Claremont, CA 91711  
t. 909.451.6650  
f. 909.451.6638  
[www.gssiwater.com](http://www.gssiwater.com)

- Task 1 – Identify a Path Forward that Updates the Prior Modeling Work to Reflect the Current Project Description
- Task 2 – Run Predictive Model Runs Utilizing the WLAM and the Integrated Model
- Task 3 – Prepare Draft and Final Technical Memorandum
- Task 4 – Project Management and Meeting Attendance

### **Task 1: Identify a Path Forward that Updates the Prior Modeling Work to Reflect the Current Project Description**

Geoscience will review the previous WLAM and Integrated Model reports and evaluate assumptions from prior model runs. These modeling reports include:

- Santa Ana River Waste Load Allocation Model Update - Summary Report, Dated June 19, 2020
- Santa Ana River Waste Load Allocation Model Update - Supplemental Report, Dated September 21, 2021
- Upper Santa Ana River Integrated Model - Technical Memorandum No. 4: Major Assumptions of Predictive Scenarios, Dated February 8, 2019
- Upper Santa Ana River Integrated Model – Summary Report, Dated April 29, 2020

Specifically, Geoscience will review the prior modeling assumptions for WLAM Scenarios C, E, and F, and Integrated Model Scenario 2, which included simulation of the Sustainable Parks and Tributaries Water Reuse Project. After reviewing the prior model runs, Geoscience will work with Valley District, RPU, and ESA to revise scenario assumptions to reflect the most current project descriptions.

Once the revised assumptions are developed and confirmed, Geoscience will re-run the WLAM and the Integrated Model to update modeling results, as described below in Task 2.

### **Task 2: Run Predictive Model Runs Utilizing the WLAM and the Integrated Model**

#### **Task 2.1: Perform Three WLAM Scenario Runs**

The following table shows the major assumptions for prior WLAM Scenarios C, E, and F. Once all the major and detailed assumptions are reviewed and revised under Task 1, Geoscience will re-run these three scenarios using the WLAM and analyze the modeling results to evaluate the surface flow discharge and concentrations for total dissolved solids (TDS) and total inorganic nitrogen (TIN), specifically in Reach 2 and Reach 3 of the Santa Ana River (SAR). The new modeling results will be compared to the prior approved WLAM modeling results for TDS and TIN concentrations, and changes will be summarized in the Draft and Final Technical Memorandum (Task 3).

**Major Assumptions for Prior WLAM Scenarios C, E, and F**

Model Scenario	Hydrologic Period	Model Conditions	Land Use	Recycled Water Discharge to Surface Water			TDS and TIN	
				Maximum Expected Discharge	Most Likely Discharge	Minimum Expected Discharge	Permit TDS	Permit TIN
C	WY 1950 - 2016	WY 2020	2012			X	X	X
E	WY 1950 - 2016	WY 2040	General Plan (2040)		X		X	X
F	WY 1950 - 2016	WY 2040	General Plan (2040)			X	X	X

**Task 2.2: Perform One Integrated Model Scenario Run**

In support of proposed HCP Covered Activities, several dozen model runs were made using the Integrated Model with varying assumptions and selected projects. After reviewing and revising the assumptions for the Sustainable Parks and Tributaries Water Reuse Project under Task 1, Geoscience will select the most appropriate predictive scenario from the previous Integrated Model analysis and re-run that scenario with the new assumptions. Model-simulated water levels, streamflow, and streambed percolation will be analyzed. These new modeling results will be compared to prior Integrated Model results and changes will be summarized in the Draft and Final Technical Memorandum (Task 3).

**Task 2.3 (Optional): Perform Additional Two WLAM Scenario Runs**

If the Team identifies the results from Task 2.1 and Task 2.2 to be problematic for the project and/or HCP effort, two additional WLAM predictive scenarios may be run under optional Task 2.3. This includes the development of new scenario assumptions, model input file preparation, and analysis of model results for surface flow discharge and TDS and TIN concentrations.

**Task 2.4 (Optional): Perform Additional Two Integrated Model Scenario Runs**

Similar to optional Task 2.3, optional Task 2.4 involves running two additional predictive scenarios using the Integrated Model, if requested by the Team. This includes development of new scenario assumptions, model input file preparation, and analysis of model results for water level change, streamflow, and water budgets.

**Task 3: Prepare Draft and Final Technical Memorandum**

Geoscience will prepare a draft technical memorandum summarizing all work conducted for this study. This technical memorandum will include discussion of the modeling approach and tools, model description, assumptions, and modeling results with accompanying figures and tables.

We will submit the draft technical memorandum to Valley District, RPU, and ESA for review and comment. A final technical memorandum will then be prepared that incorporates all comments received on the draft technical memorandum.

#### **Task 4: Project Management and Meeting Attendance**

We will coordinate project activities throughout the project. Project management includes additional hours and costs to cover tasks related to any unforeseen issues or requests that arise during the course of the project.

We will also prepare for and attend four (4) one-hour meetings including one kick-off meeting, two project progress meetings, and one meeting to present the draft technical memorandum.

### **Schedule**

Proposed Tasks 1 through 4 presented above are anticipated to take approximately three months to complete, including two weeks for Valley District, RPU, and ESA to review the draft technical memorandum.

### **Cost Estimate**

A breakdown of cost by task and anticipated staff participation is provided in attached Table 1. As shown, the total proposed cost for Task 1 through Task 4 without optional Tasks 2.3 and 2.4 is \$49,228. With the optional tasks, the total proposed cost is \$68,862.

If you have any questions, please contact me at (909) 451-6650

Sincerely,



Johnson Yeh, PhD, PG, CHG  
Principal Geohydrologist  
Encl.

**Table 1**

**Cost Proposal for Professional Services  
for the Santa Ana River Sustainable Parks and Tributaries Water Reuse Project**

Task Description		GEOSCIENCE SUPPORT SERVICES, INC.						TOTALS			
		Principal Modeler	Senior Modeler	Project Modeler	Senior Associate Modeler	Associate Modeler	GIS/CAD Specialist	Total Geoscience Hours	Labor	Reimbursable Expenses <sup>1</sup>	Total Cost
<b>Hourly Rate:</b>		<b>\$289</b>	<b>\$264</b>	<b>\$213</b>	<b>\$210</b>	<b>\$196</b>	<b>\$155</b>				
1.0	Identify a Path Forward that Updates the Prior Modeling Work to Reflect the Current Project Description	1	4	16				21	\$ 4,753	\$ 4,753	
2.1	Perform Three WLAM Scenario Runs	1	6	36				43	\$ 9,541	\$ 9,541	
2.2	Perform One Integrated Model Scenario Run	1	2	12	16			31	\$ 6,733	\$ 6,733	
2.3 (Optional)	Perform Additional Two WLAM Scenario Runs	1	4	24				29	\$ 6,457	\$ 6,457	
2.4 (Optional)	Perform Additional Two Integrated Model Scenario Runs	1	4	24	32			61	\$ 13,177	\$ 13,177	
3.0	Prepare Draft and Final Technical Memorandum	1	8	16	32		16	73	\$ 15,009	\$ 15,009	
4.0	Project Management and Meeting Attendance (Assumes 4 One-Hour Meetings)	4	36	4	8			52	\$ 13,192	\$ 13,192	
<b>TOTAL HOURS AND COST WITHOUT OPTIONAL TASKS 2.3 and 2.4</b>		<b>8</b>	<b>56</b>	<b>84</b>	<b>56</b>	<b>0</b>	<b>16</b>	<b>220</b>	<b>\$ 49,228</b>	<b>\$ -</b>	<b>\$ 49,228</b>
<b>TOTAL HOURS AND COST (Task 1 through Task 4)</b>		<b>10</b>	<b>64</b>	<b>132</b>	<b>88</b>	<b>0</b>	<b>16</b>	<b>310</b>	<b>\$ 68,862</b>	<b>\$ -</b>	<b>\$ 68,862</b>

- Notes:**
- 1 Reimbursable expenses include subconsultant fees, mileage, and report reproduction costs.  
Geoscience is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. The work Geoscience performs does not fall under prevailing wage rate categories.
  - 2 Geoscience's Schedule and Consultants Fee included with this bid are valid for a period of 6 months assuming the starting date shown in the attached Project Schedule.
  - 3 Geoscience will manage work hours between employee classifications or utilize other employee classifications provided that the total project fee is not exceeded without prior approval of the Owner. Geoscience will first request approval from the Owner before work hours are managed between Tasks as listed in the Consultants Fee Schedule.
  - 4 Services not Specifically Identified in the Scope of Work are not included in this Agreement for Professional Services.

**From:** [Johnson Yeh](#)  
**To:** [Chris Jones](#)  
**Cc:** [David Barnes](#)  
**Subject:** RE: Purple Pipe Proposal  
**Date:** Friday, April 7, 2023 12:14:45 PM

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CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Chris,

The quote is still valid. Thanks for the update.

Best regards,

**Johnson Yeh Ph.D, PG, CHG**  
**Principal Geohydrologist**  
**GEOSCIENCE Support Services Inc. | Groundwater Consultants**  
mail to: PO Box 220 | Claremont | CA 91711  
physical: 160 E. Via Verde, Suite 150 | San Dimas | CA 91773  
main: 909.451.6650 | direct: 909.451.6642  
[jyeh@geoscience-water.com](mailto:jyeh@geoscience-water.com)  
[www.gssiwater.com](http://www.gssiwater.com)



---

**From:** Chris Jones <[chrisj@sbvmwd.com](mailto:chrisj@sbvmwd.com)>  
**Sent:** Friday, April 7, 2023 12:12 PM  
**To:** Johnson Yeh <[jyeh@geoscience-water.com](mailto:jyeh@geoscience-water.com)>  
**Cc:** David Barnes <[DBarnes@geoscience-water.com](mailto:DBarnes@geoscience-water.com)>  
**Subject:** Purple Pipe Proposal

Hi Johnson,

Hope you're doing well. I wanted to reach out with a quick update. We're still planning on moving forward with you all to complete the SOW in your proposal (attached). We're working with RPU to get the cost-share agreement between our two agencies approved by their Board of Directors before we execute the contract. I know it's been several months since we received your proposal so I wanted to see if the quote you all provided is still valid or if adjustments are required. Please let us know when you get a minute.

Have a great weekend,  
Chris

Chris Jones



Preserve System Program Manager  
San Bernardino Valley Municipal Water District  
[chrisj@sbvmwd.com](mailto:chrisj@sbvmwd.com)

**\*\*EXTERNAL EMAIL\*\***

RPU Labor and Expense Summary

Labor Category	Technical Staff Level I	Technical Staff Level II	Administrative Staff	Sub-Consultant Costs	Subtotals
Hourly Rate*	\$140.87	\$180.88	\$107.24		
Task/Description	Hours				
Task 1 - Pipeline Plan and Profile (Est. 35 Shts.)	1,128	500	0	\$0	\$249,346
Task 2 - Trench Restoration Plans (Est. 13 Shts.)	248	92	0	\$0	\$51,578
Task 3 - Traffic Control Plans (Est. 20 Shts.)	448	224	0	\$0	\$103,629
Task 4 - Pollution Prevention Plans (Est. 22 Shts.)	312	44	0	\$0	\$51,911
Task 5 - Pump Station Upgrades - Civil, Mechanical, Electrical and Instrumentation Plans (Est. 33 Shts.)	744	740	0	\$0	\$238,663
Task 6 - Specifications, Engineering, Coordination, and Bidding Services	472	656	200	\$0	\$206,600
Task 7 - Sub-Consultants**	0	0	0	\$400,000	\$400,000
<b>Total Hours</b>	<b>3,352</b>	<b>2,256</b>	<b>200</b>		
<b>Total Labor Costs</b>	<b>\$472,206</b>	<b>\$408,072</b>	<b>\$21,449</b>	<b>\$400,000</b>	<b>\$1,301,727</b>
<b>Contingencies (30%)</b>	<b>\$141,662</b>	<b>\$122,422</b>	<b>\$6,435</b>	<b>\$120,000</b>	<b>\$390,518</b>
<b>Grand Totals</b>	<b>\$613,868</b>	<b>\$530,493</b>	<b>\$27,884</b>	<b>\$520,000</b>	<b>\$1,692,245</b>
					<b>&lt; Use \$1,700,000</b>

Note: This is an estimate of the work to be performed based on an assumed understanding of the scope of work at the onset of the project. Certain assumed items of work or hours listed may be added, deleted, or modified as needed to meet the project requirements as the work progresses.

\* The costs of Project Management and Oversight are incorporated into the billing rate overhead multiplier of the hourly rates listed.

\*\* The work of Sub-Consultants may include items such as field survey and mapping, dechlorination facility design, surge analysis studies, geotechnical investigations, utility potholing, peer review and/or other specialized services, as needed.

## Riverside Habitat, Parks, and Water Project

**Table 1. Cost Estimate and Project Schedule**

<b>Work Type:</b>	<b>Performed By:</b>	<b>Amount:</b>
Environmental Documentation (CEQA/NEPA) and Permitting	ESA (Managed by Valley)	\$287,025
Hydrologic Modeling Services	Geoscience (Managed by Valley)	\$68,862
Engineering Design	RPU Water Engineering and Outside Vendors (Managed by RPU)	\$1,700,000
Contingency (10%)		\$205,600
<b>Total Cost (rounded)</b>		<b>\$2,261,500</b>
San Bernardino Valley/HCP Cost		\$1,130,750
Riverside Cost		\$1,130,750
Anticipated Start Date:		Summer 2023
Anticipated Duration:		18 Months

**Table 2. HCP Cost Share Summary**

<b>Entity</b>	<b>Cost Share Percentage</b>	<b>Dollar Amount:</b>
<b>San Bernardino Valley/HCP Partner Total</b>	<b>100%</b>	<b>\$1,130,750</b>
HCP Partners	60%	\$678,450
San Bernardino Valley	40%	\$452,300



**DATE:** October 3, 2023

**TO:** Board of Directors

**SUBJECT:** List of Announcements

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- A. October 3, 2023, 8:30 a.m. – PA 23 Committee Meeting by Teleconference or In-Person (Cancelled)
- B. October 3, 2023, 9:30 a.m. – SAWPA Commission Meeting by Teleconference or In-Person (Cancelled)
- C. October 3, 2023, 10:00 a.m. – PA 24 Committee Meeting by Teleconference or In-Person (Cancelled)
- D. October 3, 2023, 2:00 p.m. – Regular Board Meeting by Teleconference or In-Person
- E. October 4, 2023, 8:30 a.m. – Upper SAR WIFA In-Person (Cancelled)
- F. October 5, 2023, 2:00 p.m. – Board Workshop – Policy/Administration by Teleconference or In-Person
- G. October 9, 2023 – District Closed in observance of Indigenous Peoples’ Day
- H. October 10, 2023, 2:00 p.m. – Board Workshop – Resources/Engineering by Teleconference or In-Person
- I. October 11, 2023, 8:30 a.m. – Upper SAR WIFA TAC In-Person (Cancelled)
- J. October 11, 2023, 1:30 p.m. – SBVW Conservation District Board Meeting
- K. October 17, 2023, 9:30 a.m. – SAWPA Commission Meeting by Teleconference or In-Person

- L. October 17, 2023, 2:00 p.m. – Regular Board Meeting by Teleconference or In-Person
- M. October 17, 2023, 6:00 p.m. – Demand Management Incentive Check Presentation (Colton)
- N. October 18, 2023, 8:30 a.m. – Upper SAR WIFA In-Person (Cancelled)
- O. October 18, 2023, 6:00 p.m. – Sunrise Ranch Master Plan Community Workshop #2 – In-Person held at San Bernardino Valley Administration Office
- P. October 23, 2023, 6:00 p.m. – ASBCSD meeting (The Old Spaghetti Factory 11896 Foothill Blvd. Rancho Cucamonga)
- Q. October 25, 2023, 8:30 a.m. – Upper SAR WIFA TAC In-Person (Cancelled)