

**Resolution No. 2024 -XXX N.C.S.
of the City of Petaluma, California**

**RESOLUTION AUTHORIZING THE CITY OF PETALUMA TO ACCEPT A GRANT AWARD
FROM THE US BUREAU OF RECLAMATION'S WATERSMART WATER AND ENERGY
EFFICIENCY GRANT TO ADMINISTER REBATES FOR THE MULCH MADNESS TURF
CONVERSION PROGRAM AND THE HIGH EFFICIENCY CLOTHES WASHER PROGRAM**

WHEREAS, on February 16, 2024, the United States Bureau of Reclamation awarded Sonoma Water, on behalf of the Sonoma Marin-Saving Water Partnership (Partnership), a WaterSMART Water and Energy Efficiency Grant (WEEG) in the amount of \$2,000,000; and

WHEREAS, the WEEG program will fund the Sonoma-Marín Drought Resiliency Program for eleven of the water utilities within the Partnership. Sonoma Water will act as the pass-through entity to administer the grant for participating agencies in the Partnership; and

WHEREAS, the City of Petaluma is a sub-recipient of this grant and has been awarded up to \$24,019 for water conservation rebates, including the Mulch Madness turf replacement program and the high-efficiency clothes washer program; and

WHEREAS, the City of Petaluma has committed to providing an additional \$29,356 in non-federal matching funds for a total project cost of \$53,375; and

WHEREAS, the proposed action is exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15061(b)(3), (Commonsense Exemption) which establishes the general rule for projects concerning which can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment as it can be seen with certainty that this Resolution will not have a significant negative effect on the environment as it will be used to continue the City's existing practice of providing mulch turf replacement and water conservation rebates to Petalumans which will save water.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Petaluma as follows:

1. Declares the above recitals to be true and correct and are incorporated into this resolution as findings of the City Council; and
2. Accepts the grant award from the US Bureau of Reclamation's WaterSmart WEEG program; and
3. Authorizes the City Manager or her designee to execute all documents necessary to accept the US Bureau of Reclamation's WaterSmart WEEG grant in the amount of \$24,019 for the implementation of rebates for the Mulch Madness turf removal program and the high-efficiency clothes washer program.

Under the power and authority conferred upon this Council by the Charter of said City.

REFERENCE:

I hereby certify the foregoing Resolution was introduced and adopted by the Council of the City of Petaluma at a Regular meeting on the 5th day of August 2024, by the following vote:

Approved as to
form:

City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

City Clerk

Mayor

EXHIBIT A

Sub-Award Agreement for Sonoma-Marin Drought Resiliency Program (City of Petaluma)

For accessibility assistance with this document, please contact the Sonoma County Water Agency Technical Writing Section at (707) 547-1900, Fax at (707) 544-6123, or TDD through the California Relay Service (by dialing 711).

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DRAFT Sub-Award Agreement for Sonoma-Marin Drought Resiliency Program (City of Petaluma)

This agreement (“Agreement”) is by and between **Sonoma County Water Agency** a body corporate and politic of the State of California (“Sonoma Water”) and **City of Petaluma**, a public agency (“Sub-Recipient”). This Agreement shall govern certain activities and responsibilities carried out by Sub-Recipient on behalf of Sonoma Water, a grantee of the U.S. Department of the Interior, Bureau of Reclamation. The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Article 9 (Term of Agreement).

RECITALS

1. The WaterSMART FY 2023 Water and Energy Efficiency Grants (WEEG) program administered by the United States Bureau of Reclamation (Reclamation), provides funding for projects that result in quantifiable water savings, implement renewable energy components, and support broader sustainability benefits. These projects conserve and use water more efficiently, increase the production of renewable energy, mitigate conflict risk in areas at a high risk of future water conflicts, and accomplish other benefits that contribute to sustainability in the Western United States.
2. The Sonoma-Marin Saving Water Partnership (Partnership) comprises 13 water utilities in Sonoma and Marin counties collectively addressing regional water efficiency solutions.
3. In July 2022, Sonoma Water, on behalf of the Partnership, applied for \$2,000,000 in grant funds for the Sonoma-Marin Drought Resiliency Program (Program) that will offer consumer rebates for water saving measures, including turf removal, replacement of inefficient clothes washing machines, installation of home water-use monitoring devices, smart irrigation controllers, and a direct install fixture program.
4. Eleven of the water utilities (Participating Agencies), will implement the Program. Participating Agencies include the City of Cloverdale, City of Cotati, City of Healdsburg, Marin Municipal Water District, North Marin Water District, City of Petaluma, City of Rohnert Park, City of Santa Rosa, City of Sonoma, Valley of the Moon Water District, and Town of Windsor.
5. On February 16, 2024, Reclamation and Sonoma Water executed a grant agreement in the amount of \$2,000,000. Sonoma Water will act as the pass-through entity to administer the grant for Participating Agencies. Sonoma Water and Participating Agencies have committed

to provide an additional \$2,444,447 in non-Federal matching funds, for a total project cost of \$4,444,447.

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. RECITALS

1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

2.1. The following exhibits are attached hereto and incorporated herein:

- a. Exhibit A: Program Scope
- b. Exhibit B: Schedule of Programs and Costs
- c. Exhibit B-1: Amended Schedule of Programs and Costs
- d. Exhibit C: Insurance Requirements
- e. Exhibit D: Federal Award Identification and Pass-Through Requirements
- f. Exhibit E: Performance Report Templates

3. SUB-RECIPIENT'S RESPONSIBILITIES

- 3.1. *Sub-Recipient's Program Participation:* Programs are identified in Exhibit A (Program Scope). Sub-Recipient shall participate in specific programs identified in Exhibit B (Schedule of Programs and Costs), or as modified by Exhibit B-1 (Amended Schedule of Programs and Costs).
- 3.2. *Federal Grant Funding:* Sub-Recipient is informed and aware that this Agreement is funded by a federal grant agreement between Bureau of Reclamation and Sonoma County Water Agency which grant is conditioned upon various terms that apply to Sub-Recipient. Sub-Recipient has reviewed the documents attached hereto as Exhibit D (Federal Award Identification and **Pass-Through Requirements**) and hereby agrees to comply with them to the extent they apply to a Recipient or Subrecipient. In the event there is a conflict between the body of this Agreement and Exhibit D, the provisions in the body Exhibit D shall control over the provisions of this Agreement.
- 3.3. *Match Funds:* Grant terms require Sub-Recipient to provide match funding in the amount listed in Exhibit B (Schedule of Program Costs). Rebates, equipment, and other program costs incurred between February 16, 2024 and September 30, 2026 can be applied to match or reimbursable program costs. Match and reimbursable expenses shall occur concurrently.
- 3.4. *Pre-Award Costs:* Grant terms permit Sub-Recipient to submit for reimbursement and match costs incurred on or after April 1, 2022 if those costs are allowable,

allocable, and reasonable under the terms and conditions of the federal grant agreement.

- 3.5. *Marketing:* Conduct marketing to promote awareness of Sub-Recipient-run Programs. Retain copies of all marketing materials and examples of rebate applications. Costs related to program marketing are the responsibility of Sub-recipient and are not reimbursable under this agreement.
- 3.6. *Performance Progress and Financial Reports:* Provide quarterly reports of services performed and other data required under grant programs, in the formats shown in Exhibit E (Performance Report Templates). Reports for activity shall be submitted to Sonoma Water as specified in Exhibit E, Performance Report Templates. An additional closeout (final) report will be required prior to agreement termination.
- 3.7. *Communication:* Provide regular communication monthly via email or phone with Sonoma Water on budget tracking and other issues as required.
- 3.8. *Monitoring:* Provide access to work sites, records, programs, or procedures in order to ensure compliance with terms and conditions of the Grant agreement.

4. SONOMA WATER'S RESPONSIBILITIES

- 4.1. *Coordination and Grant Administration:* Coordinate, document, invoice, and report as required by the grant terms, including the Programs described in Exhibit A.
- 4.2. *Reporting and Reimbursement Requests to Reclamation:* Prepare required reporting data and invoices and submit to Reclamation according to the terms of the federal grant agreement.
- 4.3. *Disbursement of Grant Funds:* Disburse funds according to the federal grant agreement.

5. COORDINATION

- 5.1. *Coordination:* Sub-Recipient shall cooperate with Sonoma Water in the performance of all work hereunder. Sub-Recipient shall coordinate the work with Sonoma Water's Project Manager. Contact information and mailing addresses:

Sonoma Water	Sub-Recipient
Project Manager: Lauren Lum Phone: (707) 547-1933 Email: Lauren.Lum@scwa.ca.gov Contract Manager: Brad Elliott Phone: 707-547-1060 Email: brad.elliott@scwa.ca.gov 404 Aviation Boulevard Santa Rosa, California 95403-9019	Contact: [insert address] Petaluma, California [insert zip] Phone: (707) Email: [insert email] [City of Petaluma to insert their PM and contact info]
Remit quarterly reports to:	Remit payments to:
Lauren Lum Same address as above	Same address as above

6. **PAYMENT TO SUB-RECIPIENT**

- 6.1. *Program Maximum Obligations:* Sub-Recipient's obligation under this Agreement shall not exceed the amounts listed in Exhibit B (Schedule of Program Costs), or an amendment to that Exhibit. Sonoma Water anticipates receiving a maximum of \$2,000,000 in grant funding for all Participating Agencies and must collect and invoice for an additional \$2,444,447 in non-federal matching funds from Participating Agencies, for a total program cost of \$4,444,447.
- Sub-Recipient-run Programs:* Estimated amount for Sub-Recipient-run Programs is detailed in Exhibit B.
 - Modification.* Estimated amounts in Exhibit B may be adjusted, as mutually agreed in writing by the parties using the form included in Exhibit B-1 (Amended Schedule of Program Costs), provided total cost does not exceed \$2,000,000 for all Participating Agencies.
- 6.2. *Method of Payment:* Sub-Recipient shall be paid in accordance with the following terms:
- Sub-Recipient shall be paid in accordance with Exhibit B (Schedule of Program Costs). Expenses not expressly authorized by the Agreement shall not be reimbursed.
 - Sub-Recipient shall not be entitled to any additional payment for any expenses incurred in completion of the services.
 - Sub-Recipient will be reimbursed for Program expenditures when grant funds become available. Sonoma Water will distribute payments to Sub-Recipient according to grant guidelines.

- d. Sub-Recipient *shall be responsible for providing match funding in accordance with 3.3 above.*
- 6.3. *Quarterly Reports:* Payment is subject to receipt of the quarterly reports; format provided in Exhibit E (Performance Report Templates).
- 6.4. *Excess Costs:* If the Program costs exceed the total amount described in this Agreement for Sub-Recipient–run Programs, Sub-Recipient shall pay for materials and services. Excess costs will be reported as additional matching funds for the grant and are not eligible for additional grant reimbursement.

7. FINANCIAL ACCOUNTABILITY AND GRANT ADMINISTRATION

- 7.1. *Financial Management.* Sub-Recipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including without limitation [2 CFR 200.302\(b\)](#). Sub-Recipient shall adopt such additional financial management procedures as may from time to time be prescribed by Sonoma Water if required by applicable laws, regulations, or guidelines from its federal and state government funding sources. Sub-Recipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.
- 7.2. *Indirect Cost Rate.* The Federal Award Identification data in Exhibit D contains the indirect cost rate that applies to this subaward.
- 7.3. *Financial and Other Reports.* Sub-Recipient shall submit to Sonoma Water such reports and back-up data as may be required by Reclamation or Sonoma Water, including without limitation such reports which enable Sonoma Water to submit its own semi-annual financial and annual programmatic reports to Reclamation. Sub-Recipient shall submit reports required to Sonoma Water in accordance with the schedule included in Exhibit E (Performance Report Templates). This provision shall survive the expiration or termination of this Agreement with respect to any reports which Sub-Recipient is required to submit to Reclamation following the expiration or termination of this Agreement.
- 7.4. *Improper Payments.* Any item of expenditure by Sub-Recipient under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of Sonoma Water, Reclamation, the U.S. Government Accountability Office or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law or the terms of the federal grant agreement or this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Sub-Recipient, shall become Sub-Recipient’s liability, to be paid by Sub-Recipient from funds other than those provided by Sonoma Water under this Agreement or any other agreements between Sonoma Water and Sub-Recipient. This provision shall survive the expiration or termination of this Agreement.

7.5. *Audited Financial Statements.* In any fiscal year in which Sub-Recipient expends \$750,000 or more in federal awards during such fiscal year, including awards received as a subrecipient, Sub-Recipient must comply with the federal audit requirements contained in 2 CFR 200 Subpart F, Audit Requirements. In signing this Agreement, Sub-Recipient acknowledges that it understands and will comply with the provisions of 2 CFR 200 Subpart F, Audit Requirements. If such an audit is required, Sub-Recipient agrees to provide Sonoma Water with a copy of the audit report within nine months of Sub-Recipient's fiscal year end. Questions regarding 2 CFR 200 Subpart F, Audit Requirements can be directed to the Sonoma County Auditor-Controller Treasurer-Tax Collector's Office - General Accounting Division.

7.6. *Program Closeout.*

- a. Final payment request(s) under this Agreement will be the final quarterly report and reimbursement request identified in Exhibit E, Performance Report Templates, and must be received by Sonoma Water no later than the date specified therein. No payment request will be accepted by Sonoma Water after this date without authorization from Sonoma Water. In consideration of the execution of this Agreement by Sonoma Water, Sub-Recipient agrees that acceptance of final payment from Sonoma Water will constitute an agreement by Sub-Recipient to release and forever discharge Sonoma Water, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Sub-Recipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.
- b. Sub-Recipient will provide a Final Program Report to Sonoma Water in a format to be determined by the date specified in Exhibit E, Performance Report Templates.

7.7. Sub-Recipient obligations to Sonoma Water under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of Sonoma Water. Such requirements shall include, without limitation, submitting final reports to Sonoma Water and providing any closeout-related information requested by Sonoma Water by the deadlines specified by Sonoma Water. This provision shall survive the expiration or termination of this Agreement.

8. COOPERATION IN MONITORING AND EVALUATION.

8.1. *Sonoma Water Responsibilities.* Sonoma Water shall monitor, evaluate, and provide guidance and direction to Sub-Recipient in the conduct of approved services performed under this Agreement. Sonoma Water has the responsibility to determine whether Sub-Recipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Sub-Recipient to ensure that Sub-

Recipient has met such requirements. Sonoma Water may require Sub-Recipient to take corrective action if deficiencies are found.

8.2. Sub-Recipient *Responsibilities*.

- a. Sub-Recipient shall permit Sonoma Water to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the federal grant agreement, and Sub-Recipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.
- b. Sub-Recipient shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of Sonoma Water, Reclamation, the U.S. Government Accountability Office or the Comptroller General of the United States and Sub-Recipient agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

9. **TERM OF AGREEMENT**

- 9.1. The term of this Agreement shall be from February 16, 2024 (“Effective Date”), to January 28, 2027, unless terminated earlier in accordance with the provisions of Article 10 (Termination).

10. **TERMINATION**

- 10.1. *Authority to Terminate:* Sonoma Water’s right to terminate may be exercised by Sonoma Water’s General Manager.
- 10.2. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Sub-Recipient fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Sonoma Water may immediately terminate this Agreement by giving Sub-Recipient written notice of such termination, stating the reason for termination.
- 10.3. *Payment Upon Termination:* Upon termination of this Agreement by Sonoma Water, Sub-Recipient shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, a pursuant to Paragraph 6 (Payment to Sub-Recipient).
- 10.4. *Termination for Non-Appropriation:* Sonoma Water may terminate this Agreement at any time, upon giving Sub-Recipient thirty (30) days written notice, for any of the following reasons:

- a. Sonoma Water has exhausted all funds legally available for payments to become due under this Agreement.
 - b. Funds which have been appropriated for purposes of this Agreement are withheld and are not made available to Sonoma Water.
- 10.5. *Change in Funding:* Sub-Recipient understands and agrees that Sonoma Water shall have the right to terminate this Agreement immediately upon written notice to Sub-Recipient in the event that (1) any state or federal agency or other funder reduces, withholds or terminates funding that Sonoma Water anticipated using to pay Sub-Recipient for services provided under this Agreement or (2) Sonoma Water has exhausted all funds legally available for payments due under this Agreement.

11. MUTUAL INDEMNIFICATION

- 11.1. Each party to this Agreement (the “Indemnifying Party”) agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the other party (the “Indemnified Party”), and the Indemnified Party’s supervisors, officers, agents, and employees, from and against any and all liabilities, actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, including the Indemnifying Party, to the extent resulting from the Indemnifying Party’s breach of any material term of this Agreement, or Indemnifying Party’s negligence or willful misconduct in connection with the performance of this Agreement, but excluding liabilities, actions, claims, damages, disabilities, or expenses to the extent arising from Indemnified Party’s breach of any material term of this Agreement, or Indemnified Party’s negligence or willful misconduct in connection with the performance of this Agreement. The Indemnified Party shall have the right to select its legal counsel at the Indemnifying Party’s expense, subject to the Indemnifying Party’s approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the parties hereto or their agents under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

12. INSURANCE

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

13. EXTRA OR CHANGED WORK

- 13.1. Except as provided in 6.1.b (Modification), extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount

paid under the Agreement, may be executed by Sonoma County Water Agency's General Manager in a form approved by County Counsel. The parties expressly recognize that Sonoma Water personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Sub-Recipient to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Sub-Recipient shall be entitled to no compensation whatsoever for the performance of such work. Sub-Recipient further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of Sonoma Water.

14. REPRESENTATIONS OF SUB-RECIPIENT

- 14.1. *Labor Code Compliance:* Sub-Recipient shall keep informed of and take all measures necessary to ensure compliance with applicable Labor Code requirements, including, but not limited to, §1720 et seq. of the Labor Code regarding public works, limitations on use of volunteer labor (Labor Code §1720.4), labor compliance programs (Labor Code §1771.5) and payment of prevailing wages for work done and funded pursuant to these Guidelines, including any payments to the Department of Industrial Relations under Labor Code §1771.3.
- 14.2. *Nondiscrimination:* During the performance of this Agreement, Sub-Recipient and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Sub-Recipient and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Sub-Recipient and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Sub-Recipient and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Sub-Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- 14.3. *Workers' Compensation:* Sub-Recipient affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Sub-Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- 14.4. *No Suspension or Debarment:* Sub-Recipient warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Sub-Recipient also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.
- 14.5. *Accounting, Audits, and Records Maintenance:* Sub-Recipient and its contractors and subcontractors shall maintain books, records, and other documents pertinent to their work under this Agreement in accordance with generally accepted accounting principles and practices. Records are subject to inspection by Sonoma Water and Reclamation at any and all reasonable times. All records of Sub-Recipient or its contractor or subcontractor shall be preserved for the purpose of Federal audits for at least five (5) years after project completion or final billing, whichever comes later.
- 14.6. *Inspections:* Sonoma Water and Reclamation shall have the right to inspect the work being performed at any and all reasonable times, providing a minimum of 24-hour notice, during the term of this Agreement. Sub-Recipient acknowledges that Program documents may be subject to the Public Records Act (California Government Code Section 6250 et. Seq.). Sonoma Water and Reclamation shall have the right to inspect and make copies of these documents at any and all reasonable times during the term of this Agreement to ensure compliance with the terms and conditions of this Agreement. During regular office hours, Sonoma Water and Reclamation shall have the right to inspect and to make copies of any books, records, or reports of the Sub-Recipient relating to this Grant Agreement. Sub-Recipient shall maintain and shall make available at all times for such inspection accurate records of its costs, disbursements, and receipts with respect to its activities under this Agreement. Failure or refusal by Sub-Recipient to comply with this provision shall be considered a breach of this Grant Agreement, and Sonoma Water may withhold disbursements to Sub-Recipient or take any other action it deems necessary to protect its interests. Sub-Recipient shall include provisions ensuring such access in all its contracts or subcontracts entered into for this Agreement.
- 14.7. *Drug-Free Workplace Certification (Certification of Compliance):* By signing this Agreement, Sub-Recipient, its contractors or subcontractors hereby certify,

under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).
- b. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Sub-Recipient's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c. Provide, as required by Government Code section 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Agreement:
 - i. Will receive a copy of Sub-Recipient's drug-free policy statement, and
 - ii. Will agree to abide by terms of Sub-Recipient's condition of employment, contract or subcontract.

- 14.8. *Ownership of Work Product:* All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by Sub-Recipient or Sub-Recipient's subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of Sonoma Water. Sub-Recipient shall deliver such materials to Sonoma Water upon request in their final form and format. Such materials shall be and will remain the property of Sonoma Water without restriction or limitation. Document drafts, notes, and emails of Sub-Recipient and Sub-Recipient's subcontractors, consultants, and other agents shall remain the property of those persons or entities.

15. DEMAND FOR ASSURANCE

- 15.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect

to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 15 limits Sonoma Water's right to terminate this Agreement pursuant to Article 10 (Termination).

16. ASSIGNMENT AND DELEGATION

- 16.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 16.2. *Subcontracts:* Notwithstanding the foregoing, Sub-Recipient may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement.
- 16.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 16.2 will be utilized, Sub-Recipient may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 16.3. The following provisions apply to any subcontract entered into by Sub-Recipient other than those listed in Paragraph 16.2 above:
 - a. Prior to entering into any contract with subconsultant, Sub-Recipient shall obtain Sonoma Water approval of subconsultant. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Sonoma Water in substantially the same form as that contained in Article 11, (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, (c) prohibit the assignment or delegation of work under the agreement to any third party, and (d) include contract provisions specified in 2 CFR 200.327.
- 16.4. *Summary of Subconsultants' Work:* Sub-Recipient shall provide Sonoma Water with a copy of subconsultant contract and summary of work performed by subconsultants with each invoice submitted under Paragraph 6.2.d. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

17. MISCELLANEOUS PROVISIONS

- 17.1. *No Bottled Water:* In accordance with Sonoma Water Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Sonoma Water funding shall be used to purchase single-serving, disposable water bottles for use in Sonoma Water facilities or at Sonoma Water-sponsored events. This restriction shall not apply when potable water is not available.
- 17.2. *No Waiver of Breach:* The waiver by Sonoma Water of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 17.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Sub-Recipient and Sonoma Water acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Sub-Recipient and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 17.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 17.5. *No Third-Party Beneficiaries:* Except as provided in Article 11 (Mutual Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 17.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the city of Santa Rosa, in the County of Sonoma.
- 17.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 17.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to

Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

- 17.9. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 17.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.
- 17.11. *Signature(s): Counterpart; Electronic Signatures:* The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF), or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

TW 23/24-067

Reviewed as to funds:

By: _____

Sonoma County Water Agency
Division Manager – Administrative
Services

Approved as to form:

By: _____

Adam Brand, Deputy County Counsel

Insurance Documentation is on file with
Sonoma Water

Date/TW Initials: _____

Sonoma County Water Agency

Sub-Recipient

By: _____

Grant Davis
General Manager

By: _____

Name: _____

Authorized per Sonoma County Water
Agency's Board of Directors Action
August 9, 2022

Title: _____

Date: _____

Date: _____

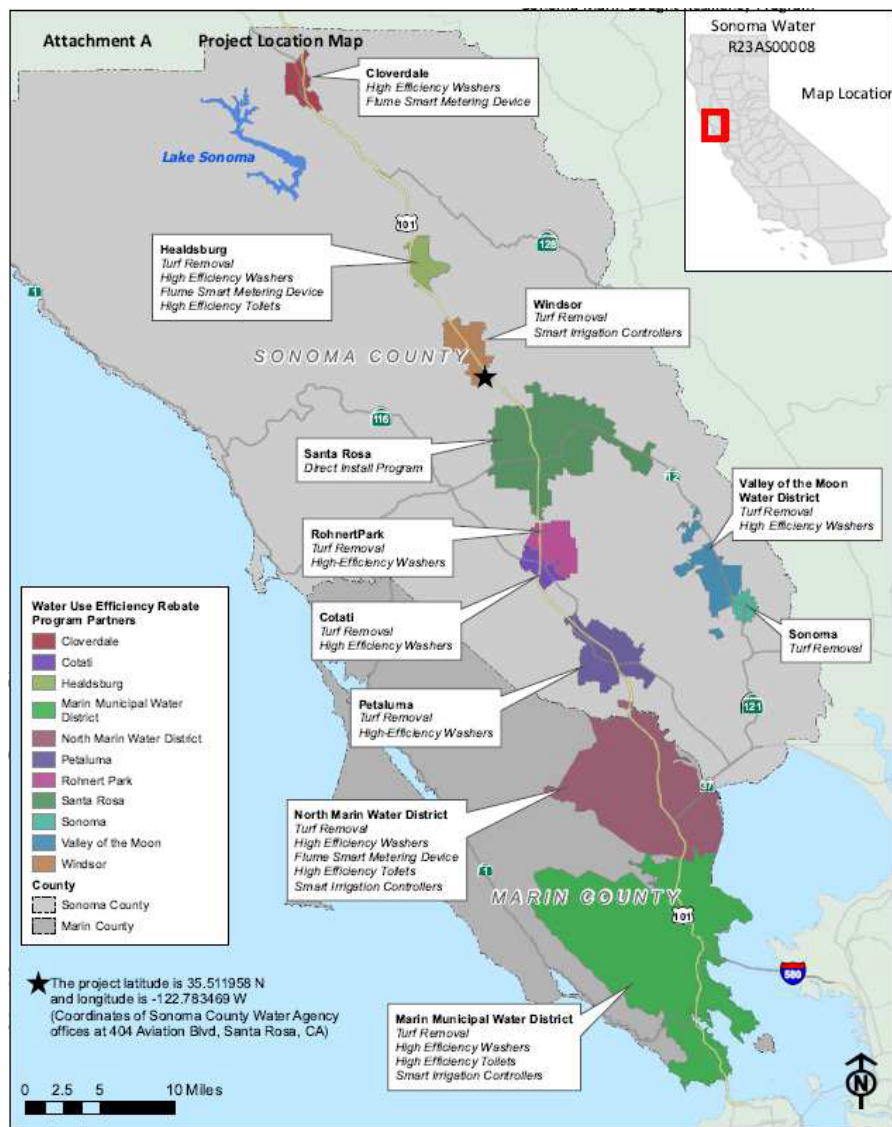
Exhibit A
Program Scope

1. REBATE PROGRAMS END ON OR BEFORE 9/30/26

2. PROGRAM OVERVIEW

Through the Sonoma-Marín Drought Resiliency Program, Participating Agencies will provide rebates for turf removal, high-efficiency toilets and appliances, water monitoring devices, and smart irrigation controllers, and will directly install indoor plumbing fixtures. Participating Agencies shall record the locations of turf removal, and the locations of all rebates and directly-installed plumbing fixtures, and provide this information to Sonoma Water for federal reporting requirements.

Project Location Map



3. GRANT FUNDED MEASURES

- A. *The Water Efficient Landscape Rebate Program (Turf Replacement):* Sub-Recipient may implement the turf replacement program by following established procedures for approving rebate applications, verifying amount of turf removed, and administering rebates. Backup documentation such as copies of checks to customers or rebate applications will be provided upon request.
- B. *High Efficiency Washer Rebate Program:* Sub-Recipient may implement the clothes washer replacement rebate program by following established procedures for approving rebate applications, verifying qualified models of clothes washers, and administering residential rebates. Backup documentation such as copies of checks to customers or rebate applications will be provided upon request.

- C. *High Efficiency Toilet Program:* Participating partners may implement rebates for high efficiency toilets by following established procedures for approving rebate applications, verifying qualified models of toilets purchased, and administering rebates. Backup documentation such as copies of checks to customers or rebate applications will be provided upon request.
- D. *Smart Irrigation Controller Program:* Sub-Recipient may implement rebates for smart irrigation controllers by following established procedures for approving rebate applications and verifying qualified models of irrigation controllers. Backup documentation such as copies of checks to customers or rebate applications will be provided upon request.
- E. *Flume Smart Measuring Device Program:* Sub-Recipient may implement the Flume Smart Measuring Device Installation rebate program by following established procedures for approving rebate applications, verifying Flume installation, administering residential rebates. Backup documentation such as copies of checks to customers or rebate applications will be provided upon request.
- F. *The Direct Install Program:* Sub-Recipient will work with qualified plumbers to install high-efficiency indoor fixture packages in households. These packages may include one ultra-high efficiency toilet (UHET) at 0.8 gallons per flush (gpf), one showerhead at 1.5 gallons per minute (gpm), one faucet aerator at 1.0 gpm and a kitchen faucet aerator at 1.5 gpm. Multiple packages may be installed in one household depending on the need of each household. Sub-Recipient will ensure toilets and fixtures are installed according to program requirements and specifications, including post- installation verification sampling. Management strategies for post-installation monitoring will be adapted and expanded as needed based on sample results to meet the program goals and requirements. Backup documentation such as copies of checks to plumbers or rebate applications will be provided upon request.

G. *Deliverables*

- 1) Quarterly reports to Sonoma Water as specified in Section 3.6 (*Quarterly Progress and Financial Reports*) and Exhibit E (Performance Report Templates) of this Agreement.
- 2) Copies of public outreach, marketing, project photos, and promotional/web link materials.
- 3) Examples of rebate applications
- 4) Copies of checks or additional backup documentation in support of costs (upon request).
- 5) Final report:
 - a. Provide a final report to Sonoma Water as specified in Exhibit E (Performance Report Templates) of this Agreement to fulfill reporting grant closeout requirements for Reclamation. This will include costs and/or benefits deriving from the Program since completion, among other information. The final report template will be provided closer to the project end date

Exhibit B
Schedule of Programs and Costs

Grant-Funded Measure	Grant rebate maximum	Grant Funds available	Sub-Recipient's Match Obligation
Turf Replacement Program	Up to \$0.50/sq ft	\$22,500.00	\$27,500.00
High Efficiency Washer Rebate Program	Up to \$75.00 each	\$1,519.00	\$1,856.00
High Efficiency Toilet Program	Up to \$ each	\$0	\$0
Smart Irrigation Controller Program	Up to \$ each	\$0	\$0
Flume Smart Measuring Device Program	Up to \$ each	\$0	\$0
Direct Install Program	Up to \$325.59 per package	\$0	\$0
Total Available Funding		\$24,019.00	\$29,356.00

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

Exhibit B-1

Amended Schedule of Programs and Costs

Grant-Funded Measure	Grant rebate maximum	Grant Funds available	Sub-Recipient Match Obligation
Turf Removal Rebate	Up to \$/sq ft		
High Efficiency Washer Rebate	Up to \$ each		
Flume Home Water Measuring Rebate	Up to \$ each		
High Efficiency Toilet Rebate	Up to \$ each		
Smart Irrigation Controllers Rebate	Up to \$ each		
Direct Install Program	Up to \$ each		
Total Available Funding		xxxx.xx	xxxx.xx

Sonoma Water and Sub-Recipient mutually agree that quantities and dollar amounts listed above will replace any earlier version of Exhibit B. All conditions of the Agreement other than those specifically changed by this amended Exhibit shall remain in effect.

Sub-Recipient

☐ **Sonoma County Water Agency**

By: _____

Reviewed by Paul Piazza, Program Manager:

Title: _____

By: _____

Date: _____

By: _____

Brad Elliott, Grant Manager

Sonoma Water copies to:
Accounting and Records
Joan Hultberg

Date: _____

Exhibit C
Insurance Requirements

1. INSURANCE TO BE MAINTAINED BY SUB-RECIPIENT

Sub-Recipient shall maintain insurance, pooled risk, and/or self-insurance as described below and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for the entire term of the Agreement after all funds have been disbursed.

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

1.1. Workers Compensation and Employers Liability Insurance

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

1.2. General Liability Insurance

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

- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Sonoma Water. Sub-Recipient is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether Sub-Recipient has a claim against the insurance or is named as a party in any action involving Sonoma Water.
- d. Sonoma County Water Agency, its officers, agents, and employees, shall be endorsed as additional insureds or additional covered parties for liability arising out of Sub-Recipient's ongoing operations. (ISO endorsement CG 20 26 or equivalent).
- e. The insurance provided to the additional insureds/additional covered parties shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between Sonoma Water and Sub-Recipient and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
- i. Copy of the additional insured endorsement or policy language granting additional insured status; and
- ii. Certificate of Insurance.

1.3. Automobile Liability Insurance

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

1.4. Standards for Insurance Companies

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

1.5. Documentation

- a. The Certificate of Insurance must include the following reference: TW 23/24-067.
- b. Sub-Recipient shall submit required Evidence of Insurance prior to the execution of this Agreement. Sub-Recipient agrees to maintain current

Evidence of Insurance on file with Sonoma Water for the required period of insurance.

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

1.6. Policy Obligations

- a. Sub-Recipient's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Exhibit D

Federal Award Identification and Pass-Through Requirements

[add PDF to final for signature; provide other party with PDF docs for review]

Exhibit E
Performance Report Templates

[Add PDF to final for signature]