

**STATE OF CALIFORNIA
THE NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
AGREEMENT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES AND
MONTEREY COUNTY WATER RESOURCES AGENCY
UNDER THE FLOOD EMERGENCY RESPONSE PROJECTS –
STATEWIDE GRANT ROUND 2**

THIS AGREEMENT, made in quadruplicate and effective as of the last date of the required signatures of the parties, is entered into by and between the Department of Water Resources of the State of California (hereinafter called the State), and Monterey County Water Resources Agency (hereinafter called the Grantee) for the Flood Emergency Response Projects – Statewide Grant Round 2.

The State and the Grantee agree as follows:

SECTION 1 PURPOSE OF AGREEMENT

This Agreement is made by and between the State and the Grantee to assist in financing a Flood Emergency Response Projects – Statewide Grant Round 2 project pursuant to Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Section 75032 of Chapter 3 of Division 43 of the Public Resources Code).

Grant funds may be used only as provided in this Agreement for such Eligible Project Costs as set forth in the project description and budget, copies of which are incorporated herein by this reference and set forth in Exhibit A, Scope of Work and Exhibit B, Budget which describe tasks to be accomplished and costs associated with those tasks under this Agreement.

SECTION 2 SCOPE AND TERM OF AGREEMENT

This Agreement shall remain in effect for three (3) years from the date of execution. The date of execution shall be the last date of the required signatures of the parties to the Agreement. Certain activities specified in this Agreement have a different term such as maintenance responsibilities of the Grantee which continue in perpetuity.

This Agreement incorporates:

- Exhibit A – Scope of Work
- Exhibit B – Budget
- Exhibit C – Schedule
- Exhibit D – Standard Terms
- Exhibit E – Planned Maintenance Activities

SECTION 3 PROJECT SCHEDULE AND COSTS

Grantee shall diligently perform or cause to be performed all project work in accordance with the Project Schedule set forth in Exhibit C or as otherwise approved by the State in writing.

The total project costs (identified in Exhibit B) are estimated to be \$312,124.

SECTION 4 STATE GRANT AND ELIGIBLE PROJECT COSTS

Pursuant to the California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84), and subject to the availability of funds, including any mandates from the Department of Finance, the Pooled Money Investment Board, or any other State authority, the State will reimburse the Grantee, in accordance with the terms of this Agreement, in an amount equal to the Grantee's eligible expenditures for this project not to exceed \$312,124 as the State Share, as identified in Exhibit B, Budget. The State will not make payments of any kind until funding is made available by the State Treasurer, after allocation decisions are made by the Pooled Money Investment Board and Department of Finance.

Grantee shall use State funds received only for Eligible Project Costs which are incurred only during the effective term of this agreement, with the exception of approved reimbursable application costs. Invoices eligible for reimbursement shall reflect work performed after the effective date and before the termination date of the agreement. Work performed before the effective date, or after the termination date, of the agreement is not eligible for reimbursement under this funding agreement.

Eligible Project Costs include only the reasonable and necessary actual costs directly related to the Scope of Work (Exhibit A). Travel expenses will not be reimbursed unless travel is preapproved by the State Project Manager.

SECTION 5 GRANTEE'S COST SHARE AMOUNT

The Grantee agrees to fund the difference, if any, between the actual project cost and the State Grant (Section 4).

SECTION 6 INCORPORATION OF STANDARD TERMS AND GRANTEE COMMITMENTS

In addition to Exhibits A, B, and C this Agreement by this reference incorporates Exhibit D, Standard Terms, and Exhibit E, Planned Maintenance Activities. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations and statements made by the Grantee in the Application, documents, amendments and communications filed in support of its request for financing.

SECTION 7 METHOD OF PAYMENT

The Grantee shall submit invoices and supporting documentation on a quarterly basis. All payments will be made to the Grantee upon receipt of an invoice by the State of California, Department of Water Resources, 3310 El Camino Avenue, Room 200, Sacramento, California 95821, to the attention of John Paasch, Project Manager for the State. Invoices should include contract number and work plan element identification.

The Grantee shall meet all conditions for disbursement of money under this Agreement, including the provisions of the Conditions for Disbursement which is located in Exhibit D. Failure by Grantee to comply may, at the option of the State, result in termination of the Agreement.

SECTION 8 PROGRESS REPORTS AND STATEMENTS OF COSTS

The Grantee shall submit quarterly progress reports, starting with the end of the first complete calendar quarter after date of execution, describing the status of the Project and containing a statement of costs to the State. The submittal and approval by the State of these reports is a requirement for continued disbursement of State Grant funds. Progress reports shall include a record of expenditures, description of project activities since the previous report, status of the project relative to the scope of work, progress schedule and key issues that must be resolved. Additionally, if the Grantee is aware of any anticipated problems, obstacles, or issues that could affect the project budget, schedule, or scope of work, they should be discussed in the progress reports.

MODIFICATION OF OVERALL SCOPE OF WORK.

At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibit A which concern the budget and schedule without formally amending this Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Commitment set forth in Section 4. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Agreement which is set forth in section 2 of the Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

The Grantee may include a contingency fund in the budget provided in Exhibit A, of up to ten percent (10%) of the overall budget. If there is a cost overrun with respect to an individual contract item or task of no more than 20% of the original estimate for that item or task, the State's Program Manager may authorize the use of any available contingency fund or reallocation of unexpended funds for other individual contract items or tasks. If there is a cost overrun or decrease in allocated funds that exceeds 20% of the amount originally estimated for an individual contract item or task, the Grantee and the State must agree to amend the Agreement.

If the Grantee and the State agree to a material change with respect to the Overall Work Plan that decreases the Project Cost in Section 4, the parties agree there shall be proportionate reduction in the limit on State funds set forth in Section 4.

If the State Program Manager approves a material change pursuant to the provisions of this Section, the Grantee shall include information regarding the material change in the reports required by this Agreement. Within a reasonable time after the material change is approved, the State and the Grantee shall also formally amend this Agreement to reflect the material change.

SECTION 9 FINAL REPORTS

Upon project completion or termination, the Grantee shall submit a Final Report describing project activities and a report of expenditures (Final Financial Report) for the State's review and comment. The Final Report and Final Financial Report shall both be submitted within sixty (60) days of the project completion or termination. The Final Report shall describe the results of the project's activities, and include photographs of pre-project conditions and of the work completed.

For any construction activity undertaken pursuant to and funded by this agreement, upon completion of the project the Grantee shall provide for a final inspection and a written certification by a California Registered Civil Engineer that the project has been completed in accordance with final plans and specifications and any modifications thereto. Such certification shall be submitted to the State with a copy of the final report of project expenditures required in the paragraph below. The Grantee shall keep on file, for the useful life of the project, as built plans and specifications for the project. Such documents shall be made available for inspection by the State upon reasonable notice.

The Final Financial Report documenting total project expenditures shall be submitted by the Grantee at the same time as the Final Report.

SECTION 10 RELATIONSHIPS OF PARTIES

The Grantee, its contractors, subcontractors, and their respective agents and employees required for performing any work under this Agreement shall act in an independent capacity and not as officers, employees, or agents of the State. Grantee is solely responsible for planning, design, construction, maintenance, and operation of the activity undertaken pursuant to and funded by this Agreement. Any review or approval by the State is solely for the purpose of proper administration of State funding and shall not be deemed to relieve or restrict Grantee's responsibility for its work.

SECTION 11 PERMITS, LICENSES, APPROVALS AND LEGAL OBLIGATIONS

The Grantee shall be responsible for obtaining any and all permits, licenses and approvals required for performing any work under this Agreement, including those necessary for planning and implementing the Project. The Grantee shall be responsible for complying with all applicable federal, State, and local laws, rules or regulations

affecting any such work, specifically including, but not limited to, environmental, labor, procurement and safety laws, rules, regulations, and ordinances.

Without limiting the foregoing, Grantee shall keep informed of and take all measures necessary to ensure compliance with the California Labor Code requirements, including but not limited to Section 1720 *et seq.* of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5), and payment of prevailing wages for work done under this Agreement, including any payments to the Department of Industrial Relations under California Labor Code Section 1771.3.

Work that is subject to the California Environmental Quality Act (CEQA) and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the State Project Manager. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations, or other mitigation.

SECTION 12 GRANTEE'S RESPONSIBILITIES FOR WORK

Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, subcontractors, suppliers, and providers or services. Grantee shall give personal supervision to any work required under this Agreement or employ a competent representative, satisfactory to State, with the authority to act for Grantee. Grantee or its authorized representative shall be present while work is in progress. Grantee shall give attention to the fulfillment of the Agreement and completion of the Project, and shall keep work within Scope of Work, project schedule and budget. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to bid disputes and payment disputes with the Grantee's contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

SECTION 13 PERFORMANCES AND ASSURANCES

Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84) financing.

Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work and to apply State funds received only to the Eligible Project Costs in accordance with applicable provisions of the law.

DEFAULT PROVISIONS AND DISPUTE RESOLUTION

Grantee shall be in default under this Agreement if any of the following occur:

- a) Substantial breaches of this Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations; or
- b) Making any false warranty, representation, or statement with respect to this Agreement or the application filed to obtain this Agreement; or
- c) Failure to make any remittance required by this Agreement.

Should an event of default occur, State shall provide notice of default to the Grantee and shall give Grantee ten or more days to cure the default from the date the notice of default is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, State may do any or all of the following:

- a) Declare the funds be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of default;
- b) Terminate any obligation to make future payments to the Grantee;
- c) Terminate the Agreement; and
- d) Take any other action that it deems necessary to protect its interests, including but not limited to completing the work, and requiring the Grantee to pay the cost of the work, less the State cost share.

SECTION 14 PROJECT OFFICIALS AND NOTICES

The Project Manager for the State is John Paasch, Chief, Flood Operations Branch, Division of Flood Management, Department of Water Resources.

The State's Program Manager shall be the Chief of the Division of Flood Management, Department of Water Resources. The State's Program Manager shall be the State's representative and shall have the authority to make determinations and findings with respect to each controversy arising under or in connection with the interpretation, performance, or payment for work performed under the Agreement. The State's Program Manager may delegate any task to the State's Project Manager.

The Grantee Project Manager shall be German E. Criollo. The Grantee Project Manager shall be the Grantee's representative for the administration of the Agreement and shall have full authority to act on behalf of the Grantee, including authority to execute all payment requests. All communications given to the Project Manager shall be as binding as if given to the Grantee.

Either party may change its representative upon written notice to the other party. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Agreement shall be in writing to the Project Manager.

Notices required to be given to the State in writing by the Grantee under this Agreement shall be sent to:

State of California
Department of Water Resources
Flood Operations Branch
3310 El Camino Avenue, Room 200
Sacramento, CA 95821

Notices required to be given to the Grantee in writing by the State under this Agreement shall be sent to:

German E. Criollo
Associate Water Resources Hydrologist
Monterey County Water Resources Agency
PO Box 930
Salinas, CA 93902

A change of address for delivery or notice may be made by either party by written notice of such change of address to the other party.

Notices may be sent by any of the following means: delivery in person, by certified U.S. Mail, postage prepaid, by "overnight" delivery service or, electronic transmission followed by submittal of a hard copy.

SECTION 15 MAINTENANCE OF PROPERTY IMPROVED

Grantee agrees to use, manage, and maintain the property developed, rehabilitated, or restored with the grant funds provided in this Agreement consistent with the purposes of the program and is required to continue in perpetuity or until deemed no longer necessary by the State. Specific maintenance activities are outlined in Exhibit E, Planned Maintenance Activities. The Grantee or their successors may, with the approval of the State, transfer this responsibility to use, manage, and maintain the property as discussed in Exhibit D, Standard Terms: Easements. Such title transfer will occur in a way that binds the new owner to the same obligations.

IN WITNESS HEREOF, the following authorized representatives have executed this Agreement as of the date first above written and approved as to Legal form and sufficiency.

**MONTEREY COUNTY
WATER RESOURCES AGENCY**

**STATE OF CALIFORNIA
DEPARTMENT OF WATER
RESOURCES**

By: David E. Chardavoyne
David E. Chardavoyne
General Manager

By: [Signature]
Jon Ericson, Chief
Hydrology and Flood Operations Office

Date: 10 June 2016

Date: 7/11/16

Approved as to Legal Form
and Sufficiency

Approved as to Legal Form
and Sufficiency

By: Charles J. McKee
Charles J. McKee
County Counsel

By: Robin Brewer
Robin Brewer
Assistant Chief Counsel

Date: 6-8-16

Date: 7-8-16

By: [Signature]
Jesse J. Avila
Deputy Counsel

Date: 6/8/16

Attachments

List of Exhibits:

Exhibit A – Scope of Work

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Terms

Exhibit E – Planned Maintenance Activities

Exhibit A - Project Scope of Work

Monterey County WRA Flood Emergency Response Project Grant Round 2

1. Introduction

The neighboring counties of Monterey and Santa Cruz have a long history of providing flood warning services to the residents of the Central Coast.

Both counties operate independent flood warning gage networks that rely on overlapping radio backbones with a common concentration point and data storage and dissemination services. The flood warning systems rely on Automated Local Evaluation in Real Time (ALERT) protocol radio communications. ALERT gage transmissions are largely event driven and reports are triggered based on changing hydrologic conditions at the remote sites. Event-driven reports are effective at reporting changing conditions in real time, but the frequency and random nature of the reports tend to cause data contention issues at repeater sites resulting in lost or corrupt data. As radio traffic increases, contention losses also increase.

The proposed project is an evaluation of current Emergency Operations Plans (EOPs) used by Monterey and Santa Cruz counties followed by hardware and software upgrades of the ALERT protocol to improve access to real-time flood warning data.

The first phase of the project will evaluate the respective EOPs currently in use and make changes as necessary to ensure compliance with the Standardized Emergency Management System (SEMS) / National Incident Management System (NIMS) framework. The Winter Storm/Flood Annex to the EOPs of both counties will be updated.

The second phase of the project will concentrate on improving the dissemination of real-time flood information to emergency response personnel, government agencies, and ultimately Central Coast residents. This phase will employ the ALERT2 communications protocol to improve data throughput and reduce data errors commonly introduced using the legacy ALERT communication protocol. This phase will also update the radio communications that are currently shared between the two flood warning systems.

2. Background

ALERT is a communications protocol that was developed by the National Weather Service (NWS) in the 1970s. The Monterey County Water Resources Agency (MCWRA) and the County of Santa Cruz own and operate the flood warning systems around the Monterey Bay in the Central Coast region of California. Figure 1 shows the location of the components of these two flood warning systems.

The current MCWRA system consists of 50 remote sites located throughout the major watersheds of Monterey County. These remote sites measure a variety of environmental factors including rainfall, water level, and air temperature that are used to forecast flooding and monitor storm events. This system is used by the MCWRA year round to monitor reservoir releases, and river, reservoir, and lagoon stages as they relate to environmental compliance issues and the operation of the Salinas Valley Water Project.

The Santa Cruz County system consists of 17 remote sites located throughout the major watersheds of Santa Cruz County. These remote sites measure rainfall and river stage in key watershed locations.

Data from these systems are used to support flood monitoring operations by the agencies as well as the National Weather Service, and the California Nevada River Forecast Center.

3. Description of the Proposed Project

a. Project Description

The proposed project includes the review and update of the EOPs currently used by Monterey and Santa Cruz counties as well as the update of the Winter Storm/Flood annex to the EOPs. These updates will ensure compliance with the SEMS/NIMS framework and facilitate improved response to winter storm and flood related issues in the region. Existing flood warning system hardware and software will also be updated to increase the accuracy and availability of real-time flood warning data. The proposed project includes the following actions:

- Evaluate the EOPs for Monterey and Santa Cruz counties and update as needed.
- Update the Winter Storm and Flood Annex to the EOPs of Monterey and Santa Cruz counties.
- Upgrade the shared LQIP concentrator and ALERT radio repeater at Mt. Toro to ALERT2.
- Install redundant computer servers running ALERT2-compatible base station software.
- Install a total of four ALERT2-compliant repeaters at existing sites in the MCWRA system.
- Upgrade 17 monitoring sites owned by Monterey County to ALERT2

This project will help ensure that the Central Coast flood warning systems operate at peak efficiency and are able to meet future hydrologic data needs as well as future radio spectrum efficiency standards.

The update of the Winter Storm and Flood Annex to the EOPs of Monterey and Santa Cruz counties will strengthen the operational area concept by integrating all agencies under SEMS. The updated documents will reinforce both SEMS and NIMS principles for communications and coordination.

The ALERT2 communications protocol improves data throughput and reduces data errors commonly introduced using the legacy ALERT communication protocol. It will improve the dissemination of real-time flood information to local EOCs and allow emergency response personnel to monitor data in real time in the Operational Area.

Flood warning data will be accessible to the counties involved in this project through the common repeater/concentrator site at Mt Toro. Data will also be made available through private or public websites to emergency response agencies and others in the region.

The planning effort for the revision of the Central Coast EOPs will be regionally inclusive to ensure the products clearly identify roles and responsibilities, operational strategies, communication procedures, and resource management. Agencies that are likely to be involved in the planning effort include:

- The County of Monterey
- Incorporated cities of Monterey County
- The County of Santa Cruz
- Incorporated cities of Santa Cruz County
- State and other agencies:
 - Special Districts
 - Harbor Districts
 - Fire Districts
 - Elkhorn Slough Reserve
 - California State Parks
 - California Department of Fish and Wildlife
 - California Department of Water Resources
 - CALFIRE
 - CalOES

All agencies involved with this project will work closely with the applicable County Emergency Management offices to assure that this project is consistent with the EOP. This coordinated effort will strengthen the SEMS/NIMS structure in the area. ALERT data monitoring from the Operational Area EOC follows both SEMS and NIMS and ensures that coordination between the operational area, Regional Emergency Operations Center and State Operations Center is maintained in real time.

4. Description of Project tasks, subtasks, and deliverables

The project is broken down into the following tasks and subtasks.

Task 1

This task is to conduct a thorough review of the EOPs of the agencies involved in this project. The plan will include the minimum content requirements of California Water Code Section 9650:

1. A flood preparedness plan that includes storage of materials that can be used to reinforce or protect a levee when a risk of failure exists.
2. A levee patrol plan for high water situations.
3. A flood-fight plan for the period before State or federal agencies assume control over the flood fight.
4. An evacuation plan that includes a system for adequately warning the general public in the event of a levee failure, and a plan for the evacuation of every affected school, residential care facility for the elderly, and long-term health care facility.
5. A floodwater removal plan.
6. A requirement, to the extent reasonable, that either of the following applies to a new building in which the inhabitants are expected to be essential service providers:
 - a. The building is located outside an area that may be flooded.
 - b. The building is designed to be operable shortly after the floodwater is removed.

The safety plan shall be integrated into any other local agency emergency plan and shall be coordinated with the State emergency plan. For task completion, the draft EOP will be reviewed by DWR and the final plan will be approved by DWR. The review of each EOP will be performed by the applicable agency.

- 1.1 Updates will be made to the flood/winter storm annex and evacuation annex to the Monterey County EOP to ensure compatibility with state standards.

Deliverable: Final annex to the EOP to be reviewed and approved by DWR.

- 1.2 Updates will be made to the Santa Cruz County EOP to ensure compatibility with state standards.

Deliverable: Final EOP to be reviewed and approved by DWR.

Task 2

This task includes the purchase of ALERT2 compatible Contrail Base Station software licenses for use by each agency.

- 2.1 The MCWRA will purchase two software licenses for redundant servers to be hosted locally. One will be hosted within the County firewall and maintained by

the Monterey County Information Technology Department (ITD) and one will be hosted by the MCWRA outside of the County firewall to provide public access to the data.

Deliverable: Technical report that includes a summary of the installed software with sample successful data reports.

- 2.2 Santa Cruz County will purchase one software license for a server to be hosted locally by the Santa Cruz County ITD.

Deliverable: Technical report that includes a summary of the installed software with example successful data reports.

Task 3

This task includes the purchase of ALERT2 Receiver/Decoders.

- 3.1 The MCWRA and Santa Cruz County will purchase one ALERT2 Receiver/Decoder for use at the local base station sites.

Deliverable: A summary of the purchases that includes cut sheets and/or specifications of the equipment and applicable invoices.

- 3.2 The MCWRA and Santa Cruz County will purchase one mobile ALERT2 Receiver/Decoder for use in the installation and maintenance of ALERT2 repeater sites.

Deliverable: A summary of the purchases that includes cut sheets and/or specifications of the equipment and applicable invoices.

Task 4

This task is the purchase and installation of server hardware by each agency.

- 4.1 MCWRA will purchase two redundant computer servers for use as local base stations.

Deliverable: A summary of the purchases that includes cut sheets and/or specifications of the equipment and applicable invoices.

- 4.2 Santa Cruz County will purchase one computer server for use as a local base station.

Deliverable: A summary of the purchases that includes cut sheets and/or specifications of the equipment and applicable invoices.

- 4.3 Each agency will receive on-site installation, training, and support for the local base station hardware and Base Station software.

Deliverable: .A summary of the installation/training conducted with list of participants and pictures.

Task 5

This task is the purchase of Contrail Server web hosting services.

- 5.1 Santa Cruz County will purchase Contrail Server as a redundant source of data to the local base station.

Deliverable: A summary of purchases with applicable invoices

- 5.2 A qualified company/agency will perform the configuration and setup of Contrail Server for Santa Cruz County.

Deliverables: Screen shots of successful real time web connection of gages on the web application.

Task 6

This task is the upgrade of the shared radio repeater at Mt. Toro.

- 6.1 Purchase and installation of an ALERT2 radio repeater at Mt. Toro.

Deliverable: An installation report including field logs, photos, and cut sheets and/or specifications of the equipment.

Task 7

This task is the upgrade of the shared LQIP at Mt. Toro.

- 7.1 Purchase and installation of a shared ALERT2 concentrator to replace the existing LQIP at Mt. Toro.

Deliverable: An installation report including field logs, photos, and cut sheets and/or specifications of the equipment.

Task 8

This task is the upgrade of the Central Coast ALERT radio repeater backbone to the ALERT2 protocol. The proposed repeater configuration will allow for the simultaneous use of legacy ALERT equipment during the transition to full ALERT2 capability. Care will be taken during the transition to ensure critical data paths remain operable.

- 8.1 The MCWRA will upgrade three remote field repeaters and one rack mount repeater at a central communication site.

Deliverable: A technical report including field logs, photos, cut sheets and/or specifications of the equipment, and applicable invoices.

- 8.2 Both agencies will receive on-site training in the use and maintenance of ALERT2 repeaters and transmitters.

Deliverable: A summary of the installation/training conducted with list of participants and pictures.

Task 9

This task is the upgrade of individual field sites to ALERT2. This conversion will allow the agencies to take full advantage of the benefits of the ALERT2 protocol including the implementation of TDMA, virtually eliminating losses to contention within each system.

- 9.1 The MCWRA will retrofit 17 existing ALERT transmitters to ALERT2. These transmitters will be upgraded by the manufacturer for the use of ALERT2 for significantly less than the replacement cost.

Deliverable: A technical report including field logs, photos, cut sheets and/or specifications of the equipment, and applicable invoices.

Task 10

This task includes project management and the reporting of completed tasks.

- 10.1 As the lead agency, the MCWRA will take on the management of the shared elements of this project and submit deliverables related to each task as they are received from each agency.

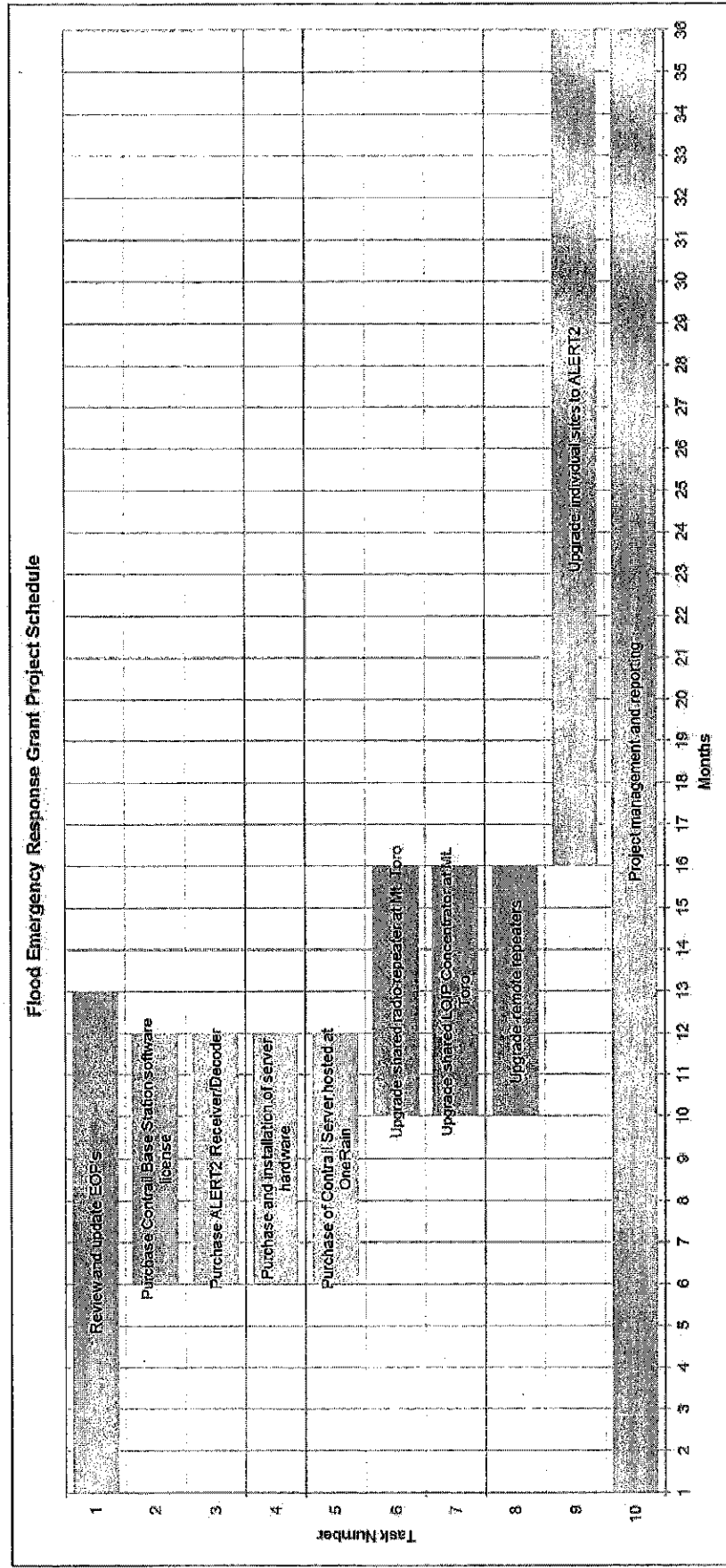
Deliverables: Quarterly progress reports and statements of cost as described in Section 8 of the Contract, and final reports as described in Section 9 of the Contract.

Exhibit B- Project Budget
Monterey County WRA Flood Emergency Response Project Grant Round 2

Task	Description	Quantity	Unit Cost	Total Cost
1.0	Review and update Emergency Operations Plans (EOPs)			
1.1	EO Update of flood annex to Monterey County EOP	1	\$40,000	\$40,000
1.2	Update of Santa Cruz County EOP	1	\$10,000	\$10,000
	<i>Subtotal</i>			\$50,000
2.0	Purchase Contrail Base Station software license			
2.1	MCWRA	2	\$20,000	\$40,000
2.2	Santa Cruz County	1	\$20,000	\$20,000
	<i>Subtotal</i>			\$60,000
3.0	Purchase ALERT2 Receiver/Decoder			
3.1	Base station decoder	2	\$6,700	\$13,400
3.2	Field decoder	2	\$4,000	\$8,000
	<i>Subtotal</i>			\$21,400
4.0	Purchase and installation of server hardware			
4.1	MCWRA	2	\$2,800	\$5,600
4.2	Santa Cruz County	1	\$2,800	\$2,800
4.3	On-site installation, training, and support	2	\$7,000	\$14,000
	<i>Subtotal</i>			\$22,400
5.0	Purchase of Contrail Server hosted at OneRain			
5.1	Santa Cruz County - Server	1	\$12,000	\$12,000
5.2	Santa Cruz County - Configuration and setup	1	\$3,500	\$3,500
	<i>Subtotal</i>			\$15,500
6.0	Upgrade shared radio repeater at Mt. Toro			
6.1	Purchase and installation of ALERT2 Repeater	1	\$11,200	\$11,200
	<i>Subtotal</i>			\$11,200
7.0	Upgrade shared LQIP Concentrator at Mt. Toro			
7.1	Purchase and installation of ALERT2 Concentrator	1	\$14,800	\$14,800
	<i>Subtotal</i>			\$14,800
8.0	Upgrade remote repeaters			
8.1	MCWRA	4	\$11,200	\$44,800
8.2	Training on repeaters/transmitters-both agencies	2	\$4,100	\$8,200
	<i>Subtotal</i>			\$53,000
9.0	Upgrade individual sites to ALERT2			
9.1	MCWRA - upgrade of existing transmitters	17	\$1,800	\$29,950
	<i>Subtotal</i>			\$29,950
10.0	Project management and reporting			
10.1	Staff hours			\$28,874
	<i>Subtotal</i>			\$28,874
	Application Cost			\$5,000
	Total			\$312,124

Exhibit C: Schedule

Monterey County WRA Flood Emergency Response Project Grant Round 2



STANDARD TERMS

1. ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENT:

- a) Separate Accounting of State Grant Disbursements and Interest Records: The Grantee shall account for the money disbursed pursuant to this Agreement separately from all other Grantee's funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
- b) Disposition of Money Disbursed: All money disbursed pursuant to this Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.
- c) Remittance of Unexpended Funds: The Grantee, within a period of sixty (60) days from the final disbursement from the State to the Grantee of State Grant funds, shall remit to the State any unexpended funds that were disbursed to the Grantee under this Agreement and were not needed to pay Eligible Project Costs.
- d) Interim and Final Audits: The State reserves the right to conduct an audit at any time between the execution of this Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit, at the State's expense.

Pursuant to Government Code Section 8546.7, the contracting parties shall be subject to the examination and audit of the State for a period of three years after final payment under the contract. All Grantee's records and the Grantee's subcontractors related to this agreement shall be retained for at least three years after project completion.

- 2. **ACKNOWLEDGEMENT OF CREDIT:** The Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project, erecting signs at the project site, or using any data and/or information developed under the Agreement.
- 3. **AMENDMENT:** This Agreement may be amended at any time by mutual agreement of the parties, except insofar as any proposed amendments are in

any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request.

4. **AMERICANS WITH DISABILITIES ACT:** By signing this Agreement, Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
5. **ANTITRUST CLAIMS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods, and services and construction of public works with funds provided by the State under this Agreement.
6. **APPROVAL:** This Agreement is of no force or effect until signed by all parties to the agreement. Grantee may not submit invoices or receive payment until has all required signatures have been obtained.
7. **AVAILABILITY OF FUNDS:** Work to be performed under this contract is subject to availability of funds through the State's normal budget process.
8. **CALIFORNIA CONSERVATION CORPS:** As required in Water Code section 79038(b), Grantee shall examine the feasibility of using the California Conservation Corps or community conservation corps to accomplish the habitat restoration, enhancement and protection activities listed in the Scope of Work (Exhibit C), and shall use the services of one of these organizations whenever feasible.
9. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding the performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the Project Manager, Department of Water Resources, within thirty (30) days of the Grantee's knowledge of the claim. Project Manager and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
10. **COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations securing competitive bids and undertaking competitive negotiations in Grantee contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement.

11. CONDITIONS FOR DISBURSEMENT: The State shall have no obligation to disburse money under this Agreement unless and until the Grantee has satisfied the State that the disbursement is in accordance with the requirements of the legislation creating the funding source for the grant funds. Before engaging in site modifications to be paid for from State funds, the grantee must complete the following:

- a) For Construction Projects, the Grantee must submit to the State, final plans and specifications certified by a California Registered Civil Engineer or equivalent documentation as to compliance with the approved Project.
- b) The Grantee must submit a written statement by an authorized representative that it has obtained all necessary permits, easements, rights-of-way and approvals as may be required by other State, federal, and/or local agencies, as specified in Section 11 of this Agreement.
- c) The Grantee must demonstrate compliance with the California Environmental Quality Act and if applicable the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact reports, environmental impact statements, negative declarations, mitigation agreements, legal notices and environmental permits as may be required prior to modifying the Project site.
- d) The Grantee must demonstrate continuing availability of sufficient funds to complete the Project.
- e) The Grantee shall develop, and submit for State approval, a plan to minimize the impacts to adjacent landowners (California Water Code Section 79041, Division 26, Chapter 5, Article 2.5). This plan may require completion of a hydrologic and hydraulic study, and if so the specifications will be included in Exhibit A, the project Scope of Work.

12. CONFLICT OF INTEREST:

- a) Current State Employees:
No state officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

No state officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b) Former State Employees:

For the two year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.

For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the twelve-month period prior to his or her leaving state service.

c) City/County/Non Profit Employees:

No employee, officer, employer or agency of the City/County/Non Profit shall participate in the selection or in the award or administration of a contract supported by State Funds if a conflict of interest, real or apparent, would be involved. The City/County/Non Profit shall comply with all applicable laws on conflict of interest including, but not limited to the following: Public Contract Code (PCC) Sections 10335.5 et seq., PCC Sections 10365.5 et seq., PCC Sections 10410 et seq., and Government Code Sections 1090 et seq., and 8100 et seq.

13. **DRUG-FREE WORKPLACE CERTIFICATION:** By signing this contract, the Grantee hereby certifies under penalty of perjury under the laws of the State of California that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and 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.
- b) Establish a Drug-Free Awareness Program to inform employees, contractors and subcontractors about all of the following:
 - 1. The dangers of drug abuse in the workplace,
 - 2. The Grantee's policy of maintaining a drug-free workplace,
 - 3. Any available counseling, rehabilitation and employee assistance programs, and
 - 4. Penalties that may be imposed upon employees, contractors or subcontractors for drug abuse violations.

- c) Every employee, contractor and subcontractor who works under this Agreement:
 - 1. Will receive a copy of the Grantee's drug-free policy statement, and
 - 2. Will agree to abide by terms of the Grantee's statement as a condition of employment, contract or subcontract.

- 14. **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to property already owned in fee by the Grantee using grant funds provided through this Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to new easement owner.

Failure to provide an easement acceptable to the State can result in termination of this Agreement.

- 15. **ELIGIBLE PROJECT COSTS:** Grantee shall apply State Grant funds received only to eligible project costs, as identified in Exhibit B - Budget.
- 16. **GOVERNING LAW:** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- 17. **INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from the planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors to name the State, its officers, agents, and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- 18. **INSPECTIONS OF PROJECT BY STATE:** The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Agreement. This right shall extend to any subcontracts, and the

Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Agreement with the State.

19. **INSPECTIONS OF BOOKS, RECORDS AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and the State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests as provided in the Funding Agreement.
20. **LABOR COMPLIANCE PLAN:** Prior to awarding a contract for public works projects funded in whole or in part from Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, or any other source of funding so requiring, the grantee shall comply with Public Resources Code Section 75075, which requires adoption and enforcement of a labor compliance program pursuant to subdivision (b) of Labor Code Section 1771.5 for application to the funded public works project. At the State's request, Grantee must promptly submit written evidence of its compliance with Labor Compliance Program requirements.
21. **NONDISCRIMINATION:** During the performance of this Agreement, the Grantee, its contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Govt. Code § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et. seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code § 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.

22. **PROHIBITION AGAINST DISPOSAL OF PROPERTY WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee to meet its obligations under this Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State to be applied to the Grantee's indebtedness under this Agreement.
23. **REIMBURSEMENT CLAUSE:** If applicable, travel and per diem expenses to be reimbursed under this contract shall be the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations.
24. **SEVERABILITY:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
25. **SUCCESSOR AND ASSIGNS:** This Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties hereto. No assignment or transfer of this Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.
26. **TERMINATION WITHOUT CAUSE:** The State may terminate this Agreement without cause on 30 days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
27. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided including but not limited to reasons of default under Standard Term 28 – Termination By Grantee.
28. **TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

29. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
30. **TIMELINESS:** Time is of the essence in this Agreement.
31. **WITHHOLDING OF GRANT FUNDS BY STATE:**
- a) **Withholding Clause:** The State will withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is received. Withheld funds may be released upon completion of milestones identified in Exhibit A, the project Scope of Work.
 - b) **Additional Conditions for Withholding:** If the State determines that the Project is not being completed substantially in accordance with the provisions of this Agreement or that the Grantee has failed in any other respect to comply substantially with the provisions of this Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State Grant commitment and take any other action that it deems necessary to protect its interests.
32. **WORKERS' COMPENSATION:** The Grantee affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and the Grantee 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.

Exhibit E: Maintenance Plan

Monterey County WRA Flood Emergency Response Project Grant Round 2

The Department of Water Resources is not responsible for the funding or execution of any scheduled maintenance, emergency repair activities, or product updates related to equipment, plans, maps, or committees purchased or created under this grant project.

1. Resources & Procedure for Maintenance Plan

The EOPs will be reviewed and tested annually for the purpose of correcting deficiencies identified through actual emergency response operations, drills and exercises, changes in local government structure, technological changes, etc. Minor changes shall be accumulated and made with major changes. If no major changes occur and there are no minor changes to be made, the State Office of Emergency Management and all holders of the plan will be so notified in writing.

In terms of the ALERT2 equipment, the repeaters and base station as well as remote sites will continue to be maintained in accordance with the programs already in place within each agency. The total cost of operation and maintenance of upgrades made as part of this project will be the responsibility of each agency involved. Each agency will perform preventative field maintenance of the entire system annually prior to the winter storm season, usually between October and December.

The MCWRA will continue the ongoing maintenance of the shared ALERT2 repeater and concentrator equipment at Mt. Toro. The shared equipment will be incorporated into the existing maintenance program for the MCWRA flood warning system. Field maintenance is performed by MCWRA staff and includes the evaluation of all radio transmission equipment, power supplies, and hydrologic sensors. The MCWRA field maintenance is funded to allow the replacement of approximately 5% of estimated system value per year based on an expected life span of 20 years for most site infrastructure and major components.

2. Funding

Each agency will be responsible for the ongoing maintenance of upgrades made as part of this project. Costs will include but are not limited to the maintenance of EOPs, computer hardware, license fees associated with the upgraded ALERT2 base station software, and the maintenance of remote repeater and gage sites.

The MCWRA will budget for an annual recurring cost for the upkeep of two local computer servers and the associated ALERT2 base station software in addition to ongoing field maintenance of 50 remote sites. The County of Santa Cruz will budget for an annual recurring cost for the upkeep of one local computer server and one server to be hosted off-site in addition to ongoing field maintenance of 17 remote sites.

