

List of DACI Outreach Partner Applications Received

Project No.	Organization	Project Name
1	City of Hayward	Tennyson Corridor (Hayward) Outreach
2	Nature in the City	Bayview Hunters Point Outreach
3	Nuestra Casa	East Palo Alto/East Menlo Park/North Fair Oaks Outreach
4	Sonoma Ecology Center and Daily Acts	Southern Sonoma County Outreach
5	Ronald V. Dellums Institute For Sustainable Policy Studies and Action	Water Management and Greenway Access Community Involvement Plan for Deep East Oakland, San Leandro Creek and Oakland Underrepresented Communities
6	Sonoma Land Trust and Sonoma Resource Conservation District	Lower Sonoma Creek Flood Reduction, Community Outreach and Project Development
7	San Francisco Bay Conservation and Development Commission's (BCDC) Adapting to Rising Tides (ART) Program	ART Bay Area Project
8	Contra Costa Resource Conservation District (CCRCD)	Contra Costa County Resource Conservation District Proposal
9	Keep Coyote Creek Beautiful	Coyote Creek Walkable Watershed Project
10	Gallinas Watershed Council	Santa Venetia Flood Resilience and Watershed Awareness Building Project
11	Friends of Sausal Creek	Sausal Creek Walkable Watershed Concept Plan
12	Resilient Communities Initiative (RCI)	Equity in Sea Level Rise Planning
13	Point Blue Conservation Science	Canal Community (San Rafael)/Tomales Bay Sea Level Rise Outreach
14	Greenaction for Health and Environmental Justice	Bayview Hunters Point Outreach
15	Shore Up marin (SUM)	Marin City and Canal Community Outreach
16	Marin County Community Development Agency	Point Reyes Station and Dillon Beach Outreach
17	San Francisco Estuary Partnership (SFEP)	North Richmond Shoreline Outreach
18	The Watershed Project (TWP)	Iron Triangle (Richmond) Outreach

Justifications for not funding groups that applied to be outreach partners:

First round of cuts:

RCI - did not submit a sufficient stand-alone proposal. Proposal contents and proposed activities were contingent/a secondary request linked to BCDC. RCI's budget also included very high overhead proposed (20%). BCDC has included RCI in its proposal as its primary subcontractor to do outreach/create materials for the ART program.

Nuestra Casa - proposal scored very low by review committee. Listed past IRWM projects as model projects, not their own work. Only proposed outreach to one ethnic group (hispanic) in the area, and did not include a specific strategy for conducting outreach to other minority groups or DACs in EPA. Did not demonstrate knowledge of water issues facing East Palo Alto. The review committee also had questions about the usefulness of layperson's input on EPA's particular water related issues to meet their goals. We plan to work with Nuestra Casa in gaps analysis round to bring in other partners (like YUCA and a Vietnamese community group) and re-work proposal, or work to uncover other groups to conduct a broad suite of outreach activities in EPA.

Gallinas - Committee did not think the area for proposed outreach is a DAC/had limited connection to DACs (though area is unincorporated, so might qualify as a URC). Skepticism from committee about SKEO's involvement on multiple proposals. Budget concerns (how much funding will SKEO take?). Some concern that the proposed work is more fitted for an urban greening/planning grant.

Second round of cuts:

CCRCD - High cost for 3 year budget. Concerns about longevity of program after funding first year. Heavily implementation/education focused, committee did not think some tasks would qualify for DACIP funding. Can't do a needs assessment with school children. If they were only asking for outreach funds, committee might re-consider. Some confusion that this is the project /area that this group proposed to do/work in.

Sonoma Land Trust and RCD - No maps, little description of DACs or specific reference to them. Proposal gave impression they were talking about a project for flood reduction vs understanding disconnected. Confusion over how this project will build capacity at the grassroots level. Group said the communities they propose to work in are a URC because they're not represented by a flood control agency, but Carl said this is not the case, that SCWA should represent them.

SFEP - We are funding them through TWP. Had trouble defining themselves through RFQ, didn't develop detailed budget.

Nature in the City: One of four proposals in BVHP. Less grassroots than Greenaction and RCI - connections were mostly with city/public agencies (Lennar development), committee thought this might engender distrust/less trust from community/there was confusion about how funding is being passed through to the community. Different theme than Greenaction, BCDC. Some committee members though proposed cost was too high for what they're offering; some liked the idea of funding them to be a partner in BCDC/Greenaction work. Did have added value of community surveys and assessments; Michelle thought their primary stakeholders should be part of the conversation in BVHP. Work was more focused on community greening/beautification - Michelle pointed out that sometimes DACs are overlooked for these kinds of projects.

Point Blue: Submitted a true RFQ; misunderstanding of what committee was looking for. Lacking budget ties to tasks or many specific actions for DACs. Will contact PB about potentially being a technical partner / going to let SUM decide if they want to subcontract with point blue.

Final list of 10 Outreach Partners:

1. **Sonoma Ecology Center and Daily Acts - Southern Sonoma County (\$50k)**
2. **The Watershed Project w/ SFEP - Flooding streams in North Richmond, El Sobrante, and unincorporated neighborhoods (\$50-80k)**
3. **Shore Up Marin - Marin City and Canal District/ San Rafael (\$50k)**
4. **Marin County CDA - Dillon Beach and Point Reyes Station (\$45,160)**
5. **BCDC/ ART - Bayview Hunter's Point (\$45-55k)**
6. **Keep Coyote Creek Beautiful - East San Jose (\$48,487)**
7. **RVD Institute - Sobrante Park, Columbia Gardens, Brookfield Village (South Oakland) - (\$45k)**
8. **Friends of Sausal Creek - Fruitvale Neighborhood, Oakland (\$37,927)**
9. **Greenaction - Bayview Hunters Point (\$50k)**
10. **City of Hayward - Tennyson Corridor (\$50k)**

DACIP Outreach Partner Proposal Evaluation and Selection Process

Timeline:

~~October 9th – Nahal sends final Scoring Matrix to Selection Committee with 18 Outreach Partner proposals for review.~~

~~November 6th – Complete individual review and send final scores to EJCW staff to compile~~

- ~~• Staff organize proposals based on initial scoring and cohort level criteria including geographic distribution and community characteristics.~~

~~November 7th – Proposal consensus review meeting at State Building in Oakland from 1-4pm.~~

~~November 8-17th – Follow up with applicants for final round of questions.~~

~~November 20-22nd – Committee call to finalize recommendations for outreach partners.~~

~~December 4th – Present top outreach partners to BA IRWM CC for approval.~~

~~December 5-January 26 - Draft subcontracts with selected Round I BA IRWM DACIP Outreach Partners (iterative process)~~

~~January 29- Begin Gaps Analysis~~

- ~~- Gaps analysis will aim to identify DACs/URCs currently not matched with an outreach partner into outreach partners' workplans, or to designate new partners to conduct needs assessment and outreach to high priority DACs/URCs.~~

~~Ongoing work with outreach partners - workplan management and oversight - preparation of materials for quarterly progress reports, advanced payment accountability records, and final report.~~

~~Next Steps for Spring 2018~~

- ~~- Recruit experts for cohort needs assessment and outreach methodology/curriculum sharing workshops and trainings.~~
- ~~- Draft of coordinated outreach materials~~
- ~~- Draft of coordinated outreach curriculum~~
- ~~- Recruit technical assistance providers/mapping and data partners~~
- ~~- Begin outreach activities at community level~~

DRAFT

**DISADVANTAGED COMMUNITY INVOLVEMENT GRANT PROJECT
PROFESSIONAL SERVICES AGREEMENT**

BY AND BETWEEN

THE ENVIRONMENTAL JUSTICE COALITION FOR WATER

AND

(CONTRACTOR)

This Agreement, entered into this [REDACTED] day of 2017, 2017, by and between the Environmental Justice Coalition for Water, a California 501C3 non-profit organization, (hereinafter referred to as “EJCW,”) and [REDACTED], a California 501c3 non-profit corporation, (hereinafter referred to as “CONTRACTOR,”) is made upon the following considerations:

WHEREAS, EJCW acts as the Regional Grant Administrator on behalf of the San Francisco Bay Area (“SFBA”) which has received an allocation of funding from the California Department of Water Resources (“DWR”), Disadvantaged Community Involvement (DAC) Grant authorized by the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (“Proposition 1”) to support the SFBA Outreach and Involvement: Tribal Engagement and Economic Opportunity for Disadvantaged Communities Program (“Outreach and Involvement Program”); and

WHEREAS, EJCW, desires to retain a qualified contractor to assist EJCW with the implementation of the Outreach and Involvement Program for DAC engagement; and

WHEREAS, implementation of the Outreach and Involvement Program involves the performance of professional and technical services of a temporary and occasional character; and

WHEREAS, CONTRACTOR represents that it is qualified to perform such services pursuant to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. OBLIGATIONS OF CONTRACTOR:

- a. Program Implementation. CONTRACTOR shall utilize the Grant Funds to implement the Outreach and Involvement Program in accordance with the criteria and fiscal requirements set forth in: Exhibit A – Scope of Services, Exhibit B – Project Budget, and Exhibit C – DWR Grant Agreement, which are attached hereto and incorporated by reference as if fully set forth herein. In utilizing such funding, CONTRACTOR agrees to fully cooperate with EJCW.
- b. Internal Controls. CONTRACTOR shall maintain all appropriate internal financial controls over Grant Funds received and disbursed pursuant to the terms and conditions of this Agreement, including, without limitation, procedures for authorizing disbursements and tracking expenditures of Grant Funds.
- c. Provision of Relevant Information. CONTRACTOR shall cooperate with EJCW in completing progress reports and other documents pertaining to implementation of the Outreach and Involvement Program, including, without limitation, providing, in a timely manner, any and all requested information regarding services rendered pursuant to the terms and conditions of this Agreement.
- d. Project Access. In order to enable EJCW to confirm CONTRACTOR’s compliance with the terms

and conditions of this Agreement, CONTRACTOR shall provide EJCW and all duly authorized representatives thereof access to any work sites and any other areas and work product, whether complete or in partial or draft form, associated with implementation of the Outreach and Involvement Program.

2. TERM:

This Agreement shall begin January 22, 2016, and shall remain in full force and effect until September 30, 2020, unless terminated as provided, herein, or unless activities herein are completed ahead of schedule.

3. TERMINATION:

- a. Breach of Contract. If, in the opinion of EJCW, CONTRACTOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law applicable to its performance herein, and after consultation with the SFBA Coordinating Committee (or principal governing body), EJCW may terminate this Agreement upon 30 days’ written notice and contractor will be paid for work satisfactorily done to date of termination.
- b. Insufficient Funding. EJCW’s obligations under this Agreement are contingent upon the availability of state funds. In the event such funding is reduced or eliminated, EJCW shall, at its sole discretion, determine whether this Agreement shall be terminated. EJCW shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- c. Compensation Upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to EJCW due to CONTRACTOR’s breach of this Agreement.

4. COMPENSATION:

- a. Maximum Amount Payable. EJCW shall remit Grant Funds to CONTRACTOR in an amount not exceed a total sum of [REDACTED] (\$ [REDACTED]) as full compensation for all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. CONTRACTOR agrees to complete all of the activities, objectives and deliverables set forth in this Agreement for an amount not to exceed such maximum amount payable. However, if state funding or allowance rates are reduced or eliminated, EJCW may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein. In addition, EJCW may, by amendment, increase the maximum amount payable for services provided hereunder when the grant agreement with the state is amended and refined to expend “Contingent ” funding.
- b. Schedule of Rates. The specific costs applicable to this Agreement are set forth in Exhibit B – Project Budget.
- c. Compensation: As compensation for satisfactory performance of the Agreement, EJCW shall pay Contractor the amount set forth in each Task Order, attached, hereto, as Exhibit G, below. The method for invoicing is set forth below and subject to the limitations set forth in each Task Order, duly authorized under this Agreement.
- d. Billing: Contractor shall bill in quarter-hour increments and shall invoice EJCW on a monthly to quarterly basis on or before the tenth day of the month following the period covered by the invoice unless each party agrees to a different invoicing schedule in writing.
- e. Direct costs and mileage: Any and all direct costs (ie. equipment purchases, training fees, etc.) and mileage (i.e. travel to/from locations subcontractor will seek reimbursement for under this agreement) must be pre-approved by EJCW. Without prior approval, EJCW cannot guarantee expenses will be reimbursed.
- f. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by EJCW, unless specifically authorized in writing

by EJCW. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify EJCW, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

- g. Timeliness and withholding: EJCW shall process payment to Contractor a reasonable time following EJCW’s receipt of payment from State Water Resources Control Board (State Water Board) for any invoice timely submitted to EJCW. Any portion of Contractor’s work that is deemed outside of the scope of work, inadequately supported, or otherwise not compensable or compensated by the State Water Board, shall be withheld by EJCW until such dispute is resolved with the State Water Board and payment received by EJCW from the State Water Board.

5. DISBURSEMENT OF GRANT FUNDS:

- a. Invoices and Accountability Reports. In order to receive disbursement of Grant Funds, CONTRACTOR shall submit to EJCW quarterly invoices and/or accountability reports itemizing all work completed, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Submissions shall be in a format approved by, and shall include backup documentation specified by EJCW (to included receipts and timesheets). CONTRACTOR agrees to submit a final invoice/accountability report within thirty (30) days following the expiration or termination date of this Agreement. All invoices submitted by CONTRACTOR shall be sent electronically to the following address:
 Nahal Ghogaie (Nahal@ejcw.org), Colin Bailey (Colin@ejcw.org)
- b. Payment. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be made by EJCW within thirty (30) days after notification of invoice package approval from DWR.
- c. Prospective Payments. Although payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement will customarily be made in arrears, CONTRACTOR may request prospective payments. Prospective payments must be supported by written justification and approved in writing by Director. Prospective payment requests shall be in a format approved by Director. EJCW shall, after consultation with the SFBA Coordinating Committee (or principal governing body), have the right to cease prospective payments if, in the opinion of EJCW, CONTRACTOR fails to adequately provide documentation for costs and expenses incurred.

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Alternatively notices may be provided by email, with receipt acknowledged by return email. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

EJCW: The Environmental Justice Coalition for Water
 Attention: Colin Bailey, Executive Director
 PO Box 188911,
 Berkeley, California 94702
colin@ejcw.org

CONTRACTOR: NAME
 [REDACTED] ADDRESS
 [REDACTED] EMAIL

7. REPORTS:

- a. General Reporting. CONTRACTOR agrees to provide EJCW with any and all reports that may be required by DWR for compliance with this Agreement. Reports shall be submitted no later than twenty (20) days after the end of each grant agreement quarter using the format required by the State of California as appropriate (SEE EXHIBIT E).
 - i. The first quarterly report will be due [REDACTED] and will cover all activity from January 22-October 31st.
 - ii. The following quarter will be November 1-January 31, with a quarterly report due on February 20.
- b. Progress Reports. CONTRACTOR shall submit to EJCW, via email, quarterly progress reports which describe all of the services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Failure to submit progress reports may be the basis for withholding payments until such reports are received.
- c. Accountability Reports. CONTRACTOR shall submit to EJCW, via email, a quarterly Accountability report that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
 - i. An itemization of how advanced funds have been expended to date (Expenditure Summary), including documentation that supports the expenditures (e.g., contractor invoices, receipts, personnel hours, etc.). Invoices must be itemized based on the projects (i.e., tasks) specified in Exhibit B.
 - ii. A funding plan, itemized by project, which shows how the remaining advanced funds will be expended.
 - iii. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account. describe all of the services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Failure to submit progress reports may be the basis for withholding payments until such reports are received.

8. TASK ORDERS:

Contractor shall provide professional services (Services) as specified in authorized Task Orders (Exhibit G). Contractor shall commence, perform and complete such Services and be compensated by EJCW for such Services in accordance with authorized, signed Task Orders and this Agreement.

9. RECORD RETENTION AND INSPECTION:

- a. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and timesheets, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for a minimum of three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.
- b. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the state of California for a period of three (3) years after final payment under this Agreement. CONTRACTOR hereby agrees to make all such records available to inspection, audit and reproduction by EJCW, and any other duly authorized local, state and/or federal agencies, during normal business hours. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by EJCW and any duly authorized local, state and/or federal agencies. All examinations

and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement. If allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed.

10. MONITORING:

CONTRACTOR agrees that EJCW has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by EJCW. However, EJCW is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement.

11. CONFIDENTIAL INFORMATION:

- a. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal confidentiality laws, regulations, policies, procedures and standards.
- b. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of any and all applicable local, state and federal confidentiality laws, regulations or standards.
- c. Incorporation of Provisions. CONTRACTOR shall include the foregoing provisions in any all subcontracts that involve the services to be provided pursuant to the terms and conditions of this Agreement.

12. NON-DISCRIMINATION COMPLIANCE:

- a. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services, or against any employee or applicant for employment, because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender id and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- b. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California

Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, 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. CONTRACTOR 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.

13. INDEMNIFICATION:

- a. Hold Harmless Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify EJCW and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney’s fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR’s negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of EJCW.
- b. Effect of Insurance. Acceptance of the insurance required by this Agreement does not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to the services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by CONTRACTOR hereunder. CONTRACTOR or subcontractors are required to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.

14. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by EJCW, and CONTRACTOR shall not be entitled to any rights hereunder, unless certificates of insurances, or other proof that the following provisions have been complied with, are filed with EJCW.

- a. General Insurance Requirements. Workers’ Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against EJCW, its officers, agents, and employees.
- b. The above-referenced policy shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to EJCW in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until EJCW receives adequate proof that equal or better insurance has been secured.
 - i. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer’s liability.
 - ii. For claims related to this Agreement, CONTRACTOR’s insurance is the primary coverage to EJCW, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR’s insurance and will not be used to contribute therewith.
 - iii. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to EJCW or its officers, officials, employees, and volunteers.
 - iv. CONTRACTOR shall furnish EJCW with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by EJCW Risk Manager or EJCW Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and

approved by,EJCW. If CONTRACTOR does not keep all required policies in full force and effect,EJCW may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof.[EJCW] is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.

- c. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

EJCW: The Environmental Justice Coalition for Water
Attention: Colin Bailey, Executive Director
PO Box 188911,
Berkeley, California 94702

CONTRACTOR: NAME [REDACTED]
ADDRESS [REDACTED]
PO BOX [REDACTED]

15. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to EJCW employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers’ compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

16. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements throughout the term of this Agreement.

17. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by EJCW constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to EJCW with respect to any breach or default.

18. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

19. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and/or federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

20. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

21. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

22. NON-LIABILITY OF EJCW and CONTRACTOR OFFICIALS AND EMPLOYEES:

No official or employee of EJCW or CONTRACTOR shall be personally liable for any default or liability under this Agreement.

23. AMENDMENT:

This Agreement may be amended at any time by signed written agreement of both parties.

24. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of EJCW. However, CONTRACTOR may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to EJCW without exception or reservation.

25. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from EJCW prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform EJCW of all requests for interviews by the media related to this Agreement before such interviews take place; and EJCW shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director.

26. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

27. DISPUTE RESOLUTION AND GOVERNING LAW:

Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its rules; and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This Agreement is deemed to be made under and shall be construed according to the laws of the State of California.

28. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from EJCW before subcontracting any of the services to be provided hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by EJCW or not.

29. ATTORNEYS’ FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys’ fees, including the reasonable value of services rendered by EJCW Counsel’s Office, to be fixed by the court, and such recovery shall include court costs and attorneys’ fees on appeal, if applicable. As used herein, “prevailing party” means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

30. SURVIVAL:

The duties and obligations of the parties set forth in Section 3(D) – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

31. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

32. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

33. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

34. FORCE MAJEURE

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

35. ENTIRETY OF CONTRACT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all previous agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

36. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

37. DRUG-FREE WORKPLACE (SEE EXHIBIT D)

Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

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

38. SUSPENSION OF PAYMENTS

This Grant Agreement may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment if the State determines that:

- a. CONTRACTOR or its subcontractors have made a false certification, or
- b. CONTRACTOR or its subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date first written above.

CONTRACTOR NAME:

By: _____

Date: _____

Name: _____

Title: _____

THE ENVIRONMENTAL JUSTICE COALITION FOR WATER

By: _____

Date: _____

Name: _____ Title: _____

LIST OF EXHIBITS:

Exhibit A: Project Budget

Exhibit B: DWR Grant Agreement

Exhibit C: Drug Free Workplace Acknowledgment

Exhibit D: Quarterly Progress Report Template

Exhibit E: Quarterly Invoice (Regular Reimbursement)

Exhibit F: Task Orders (Scope of Services)

EXHIBIT A
PROJECT BUDGET
CONTRACTOR NAME
FOR FISCAL YEARS 2016-2017 THROUGH 2019-2020

[insert Org. GANTT BUDGET HERE]

EXHIBIT B
DWR MASTER AGREEMENT
(pdf attached to email)

EXHIBIT C

DRUG-FREE WORKPLACE ACKNOWLEDGEMENT

CONTRACTOR NAME

FOR FISCAL YEARS 2016-2017 THROUGH 2019-2020

(For each subcontractor working on this agreement)

Please provide your initials after each statement

I understand the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited during my employment at **CONTRACTOR NAME** _____.

I understand that resulting disciplinary actions, up to termination, will be taken should I engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during my employment at **CONTRACTOR NAME**, as required by Government Code §8355(a)(1). _____

I am aware of the Drug-Free Awareness Program at **CONTRACTOR NAME** which addresses dangers of drug abuse in the workplace, **CONTRACTOR'S** policy of maintaining a drug-free workplace, available counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations. _____

I have received a copy of **CONTRACTOR'S** drug-policy statement. _____

I agree to abide by **CONTRACTOR'S** condition of employment. _____

Signature: _____

Date: _____

Printed Name: _____

The signed original copy of this receipt should be given to EJCW.

EXHIBIT D

QUARTERLY PROGRESS REPORT (use for advanced payment and reimbursement invoices)

CONTRACTOR NAME

FOR FISCAL YEARS 2016-2017 THROUGH 2019-2020

DWR Grant No. 46000XXXXX

Reporting Period: [Insert Date]

Prepared: [Insert Date]

Title: Name

Implementing Agency (If Applicable): Name

1. Description

Provide a short paragraph summarizing the purpose of the project.

2. Progress

Project 2. Workplan Management and Contractor Oversight

- Discussion of work accomplished during the reporting period including:
 - Estimate of the Percent (%) Complete
 - Milestones or Deliverables Completed/Submitted
 - Impediments to Completion of Task

Project 3. Data Gathering and Analysis

- Discussion of work accomplished during the reporting period including:
 - Estimate of the Percent (%) Complete
 - Milestones or Deliverables Completed/Submitted
 - Impediments to Completion of Task

Project 4. Outreach and Engagement

- Discussion of work accomplished during the reporting period including:
 - Estimate of the Percent (%) Complete
 - Milestones or Deliverables Completed/Submitted
 - Impediments to Completion of Task

Project 5. Outreach Partner Integration

- Discussion of work accomplished during the reporting period including:
 - Estimate of the Percent (%) Complete
 - Milestones or Deliverables Completed/Submitted
 - Impediments to Completion of Task

Project 6. Needs Assessment and Identify Water Needs

- Discussion of work accomplished during the reporting period including:
 - Estimate of the Percent (%) Complete
 - Milestones or Deliverables Completed/Submitted
 - Impediments to Completion of Task

Project 7. Capacity Building and Technical Assistance Training

- Discussion of work accomplished during the reporting period including:
 - Estimate of the Percent (%) Complete
 - Milestones or Deliverables Completed/Submitted
 - Impediments to Completion of Task

Project 8. Technical Assistance and Project Readiness

- Discussion of work accomplished during the reporting period including:
 - Estimate of the Percent (%) Complete
 - Milestones or Deliverables Completed/Submitted
 - Impediments to Completion of Task

Project 8. Technical Assistance and Project Readiness

- Discussion of work accomplished during the reporting period including:
 - Estimate of the Percent (%) Complete
 - Milestones or Deliverables Completed/Submitted
 - Impediments to Completion of Task

Project 9. IRWM Plan Update

- Discussion of work accomplished during the reporting period including:
 - Estimate of the Percent (%) Complete
 - Milestones or Deliverables Completed/Submitted
 - Impediments to Completion of Task

3. Issues or concerns affecting schedule and/or budget:

Include an updated schedule and/or budget inclusive of any changes that have occurred.

4. Activities for next reporting period:

- Project 2
- Project 3
- Project 4
- Project 5
- Project 6
- Project 7
- Project 8

EXHIBIT E

QUARTERLY DETAILED INVOICE (Advance Payment and Standard Reimbursement Regime)

CONTRACTOR NAME

FOR FISCAL YEARS 2016-2017 THROUGH 2019-2020

(Excel Spreadsheet- attached to email)

EXHIBIT F
TASK ORDERS

The Environmental Justice Coalition for Water
Task Order Form

Task Order:	Performance Period:	
Issued to: Lead Staff Name	Contractor Contact: Contractor Name Address Email	
Issued by: The Environmental Justice Coalition for Water PO Box 188911 Sacramento, CA 95818-8911	Contact/telephone no.: Colin Bailey, Executive Director (916) 432-EJCW(3529) colin@ejcw.org	
Scope of Work: Project ___ -TITLE This Project is to _____ Deliverables Contractor shall submit_____		
Compensation: <i>In accordance with the terms of this Service Agreement, Contractor shall be reimbursed only for allowable and reasonable costs incurred in the performance of this Task Order Form.</i> For Project __, Contract shall be compensated at the rate of \$__ per hour. For Project __, Contractor’s costs in any one month shall not exceed ___ hours or the equivalent of \$__ total reimbursable costs without prior written approval from EJCW. For Project __, Contractor’s total reimbursable costs over the life of the contract shall be limited to \$__, unless another amount is agreed upon by EJCW and Contractor in writing.		
All terms and conditions included in the Service Agreement are applicable to this Task Order.		
Signature for EJCW:	Type name and title: Colin Bailey, Executive Director	Date:
Signature for Contractor:	Type name and title:	Date:

BAIRWMP Coordinating Committee
Schedule of Future CC Meetings

Date	Location
February 26, 2018	EBMUD
March 26, 2018	ABAG (375 Beale St, SF)
April 23, 2018	SCVWD Advanced Treated Water Facility
May 28, 2018	??