

## Application for Federal Assistance SF-424

\* 1. Type of Submission:

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

\* 2. Type of Application:

- ☒ New  
☐ Continuation  
☐ Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

\* 3. Date Received:

06/24/2015

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

\* a. Legal Name:

East Bay Municipal Utility District

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

94-6000590

\* c. Organizational DUNS:

0519044230000

d. Address:

\* Street1:

P.O. Box 24055, MS 407

Street2:

\* City:

Oakland

County/Parish:

Alameda

\* State:

CA: California

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

94623-1055

e. Organizational Unit:

Department Name:

Water and Natural Resources

Division Name:

Water Supply Improvements Div

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

\* First Name:

Michael

Middle Name:

\* Last Name:

Tognolini

Suffix:

Title:

Manager of Water Supply Improvements Div

Organizational Affiliation:

\* Telephone Number:

510 287 0125

Fax Number:

510 287 1295

\* Email:

mtognoli@ebmud.com

## Application for Federal Assistance SF-424

### \* 9. Type of Applicant 1: Select Applicant Type:

D: Special District Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

### \* 10. Name of Federal Agency:

Bureau of Reclamation

### 11. Catalog of Federal Domestic Assistance Number:

15.514

CFDA Title:

Reclamation States Emergency Drought Relief

### \* 12. Funding Opportunity Number:

R15AS00047

\* Title:

WaterSMART: Drought Contingency Planning Grants for Fiscal Year 2015

### 13. Competition Identification Number:

Title:

### 14. Areas Affected by Project (Cities, Counties, States, etc.):

BARR-Map-counties.pdf

Add Attachment

Delete Attachment

View Attachment

### \* 15. Descriptive Title of Applicant's Project:

Bay Area Regional Reliability Drought Contingency Plan (BARR DC Plan)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**\* a. Applicant \* b. Program/Project 

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**\* a. Start Date: \* b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="200,000.00"/>
* b. Applicant	<input type="text" value="54,625.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="241,379.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="496,004.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title: \* Telephone Number:  Fax Number: \* Email: \* Signature of Authorized Representative:  \* Date Signed:

# BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006  
Expiration Date: 06/30/2014

## SECTION A - BUDGET SUMMARY

Grant Program Function or Activity  (a)	Catalog of Federal Domestic Assistance Number  (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. WatersSMART: Drought Contingency Planning Grant	15.514	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text" value="200,000.00"/>	\$ <input type="text" value="296,004.00"/>	\$ <input type="text" value="496,004.00"/>
2. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
4. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
5. Totals		\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text" value="200,000.00"/>	\$ <input type="text" value="296,004.00"/>	\$ <input type="text" value="496,004.00"/>

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# SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	WaterSMART: Drought Contingency Planning Grant	N/A	N/A		
a. Personnel	\$	\$ 0.00	\$ 60,572.00	\$	\$ 60,572.00
b. Fringe Benefits		0.00	49,925.00		49,925.00
c. Travel		0.00	0.00		
d. Equipment		0.00	0.00		
e. Supplies		0.00	0.00		
f. Contractual		200,000.00	100,000.00		300,000.00
g. Construction	0.00	0.00	0.00		
h. Other		0.00	0.00		
i. Total Direct Charges (sum of 6a-6h)	0.00	200,000.00	210,497.00		\$ 410,497.00
j. Indirect Charges		0.00	85,507.00		\$ 85,507.00
k. TOTALS (sum of 6i and 6j)	\$ 0.00	\$ 200,000.00	\$ 296,004.00	\$	\$ 496,004.00
7. Program Income	\$	\$	\$	\$	\$

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**SECTION C - NON-FEDERAL RESOURCES**

(a) Grant Program		(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8.	WaterSMART: Drought Contingency Planning Grant	\$ 54,625.00	\$ 0.00	\$ 241,379.00	\$ 296,004.00
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)		\$ 54,625.00	\$	241,379.00	\$ 296,004.00

**SECTION D - FORECASTED CASH NEEDS**

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 25,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 25,000.00
14. Non-Federal	\$ 100,000.00	25,000.00	25,000.00	25,000.00	25,000.00
15. TOTAL (sum of lines 13 and 14)	\$ 125,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00

**SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT**

(a) Grant Program		FUTURE FUNDING PERIODS (YEARS)			
		(b)First	(c) Second	(d) Third	(e) Fourth
16.	WaterSMART: Drought Contingency Planning Grant	\$ 150,000.00	\$ 25,000.00	\$ 0.00	\$ 0.00
17.					
18.					
19.					
20. TOTAL (sum of lines 16 - 19)		\$ 150,000.00	\$ 25,000.00	\$	\$

**SECTION F - OTHER BUDGET INFORMATION**

21. Direct Charges:	\$410,497.00	22. Indirect Charges:	\$85,507.00 (20.83% of Total Direct Costs)
23. Remarks:			

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## ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

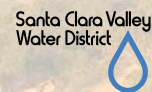
<b>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</b>	<b>TITLE</b>
hasan abdullah	General Manager
<b>APPLICANT ORGANIZATION</b>	<b>DATE SUBMITTED</b>
East Bay Municipal Utility District	06/24/2015

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# Bay Area Regional Reliability Drought Contingency Plan

June 25, 2015



R15AS00047

**WaterSMART: Drought Contingency  
Planning Grants for Fiscal Year 2015**

Department of the Interior  
Bureau of Reclamation

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## 1 Executive summary

California is experiencing extreme and unprecedented drought conditions. The Sierra-Nevada Mountains had the lowest snowpack in recorded history in 2015 and as a result the area has been classified as experiencing ‘exceptional’ drought conditions by the U.S. Drought Monitor. The majority of Bay Area water supply agencies rely on snowmelt in the Sierra-Nevada Mountains for at least a portion of their supplies. Collectively, the Bay Area water agencies serve more than 6 million people in seven counties. Previous drought planning efforts for the region may not be sufficient if the current drought persists, conditions worsen, or if similar droughts become more frequent in the future. Development of a Bay Area Regional Reliability Drought Contingency Plan (BARR DC Plan) would differ from planning efforts in the past because it will focus on the Bay Area as a region as opposed to individual agencies and integrate all of the required elements into one document. By taking a regional approach to drought contingency planning, the agencies will be able to enhance water supply reliability, leverage existing infrastructure investments, facilitate water transfers during critical shortages, and improve climate change resiliency. The re-operation of several Reclamation owned facilities (Contra Costa Canal, Folsom South Canal, Delta Mendota Canal, San Luis Reservoir, and San Felipe Division) may be analyzed as part of the BARR DC Plan.

Project Name: Bay Area Regional Reliability Drought Contingency Plan

Applicant Name: East Bay Municipal Utility District

Applicant Address: P.O. Box 24055 Oakland, CA 94623-1055

Date: June 25, 2015

## 2 Background data

The Bay Area is defined by the nine counties surrounding the San Francisco Bay (Figure 1). California is in the fourth year of the worst drought on record. Water supplies for the Bay Area are diverse and have been severely impacted by the drought. Existing drought plans may not be sufficient if the current drought persists, conditions worsen, or if similar droughts become more frequent in the future. The BARR DC Plan will integrate drought planning efforts developed by individual agencies to address drought needs of the Bay Area as a region. The BARR DC Plan will include areas served by Alameda County Water District (ACWD), Bay Area Water Supply and Conservation Agency (BAWSCA), Contra Costa Water District (CCWD), East Bay Municipal Utility District (EBMUD), Marin Municipal Water District (MMWD), San Francisco Public Utilities Commission (SFPUC), Santa Clara Valley Water District (SCVWD), and Zone 7 Water Agency (Zone 7). Collectively the water agencies serve more than 6 million people in seven counties.



Figure 1 Map of Bay Area counties and service areas of water agencies participating in the development of the Bay Area Regional Reliability Drought Contingency Plan.



### 2.1.1 Water Supplies

The Bay Area water supplies are diverse and each agency participating in the development of the BARR DC Plan has a different supply portfolio. Table 1 below lists the water supply, water rights for the Bay Area water agency participants and nexus with Reclamation facilities. The Alameda County Water District's supply portfolio includes the State Water Project, groundwater, wholesale from San Francisco Public Utilities Commission, and water rights on Alameda Creek. The Bay Area Water Supply Conservation Agency does not currently provide water directly, but has the authority and is currently developing regional supplies on behalf of its member agencies in Alameda, San Mateo and Santa Clara Counties. The Contra Costa Water District's supply portfolio includes the Central Valley Project and other surface water rights in the Delta. The East Bay Municipal Utility District's supply portfolio includes water rights on the Mokelumne River, local runoff and dry year supply from the Central Valley Project on the Sacramento River. The Marin Municipal Water District's supply portfolio includes water rights on local tributaries and water imported from the Russian River. The San Francisco Public Utilities Commission's supply portfolio includes water rights on the Tuolumne River, Alameda Creek and local runoff. The Santa Clara Valley Water District's supply portfolio includes water rights on numerous local streams, groundwater, Central Valley Project and State Water Project, wholesale from San Francisco Public Utilities Commission, and excess Delta-conveyed water stored in Semitropic Groundwater Bank. Zone 7 Water Agency's supply portfolio includes the State Water Project, groundwater and local surface water rights.

*Table 1 Summary of BARR DC Plan participants, water supply sources, water rights, and nexus with Reclamation facilities.*

Water Agency	Water Supply Sources	Water Rights	Nexus with Reclamation
<b>Alameda County Water District</b>	Delta (SWP) Groundwater SFPUC wholesale Alameda Creek Del Valle Reservoir Semitropic groundwater bank	SWP contractor  Appropriative Permit No. 011320, 008428	None
<b>Bay Area Water Supply and Conservation Agency</b>	SFPUC wholesale	None	None
<b>Contra Costa Water District</b>	Delta (CVP) Los Vaqueros Reservoir San Joaquin River at Mallard Slough East Contra Costa Irrigation District	CVP contractor  Appropriative Permit No. 20749, 20750, 19856  Appropriative License No. 10514	Reclamation owns Contra Costa Canal and Rock Slough Intake. CVP contract is for 195,000 acre-feet per year and accounts for the majority of CCWD water supply.
<b>East Bay Municipal Utility District</b>	Mokelumne River Pardee Reservoir Camanche Reservoir Local runoff Freeport Sacramento River (CVP)	Appropriative Permit No. 10478, 017378, 010479  Appropriative License No. 010797, 001750, 006062, 001388, 011109, 000358, 001749  CVP contractor	CVP contract for 165,000 acre-feet of dry year supply over three years at Freeport Intake. Distribution from Freeport intake to EBMUD's system relies on Folsom South Canal that is owned by Reclamation.
<b>Marin Municipal Water District</b>	Lake Lagunitas Phoenix Lake	Pre-1914 rights	None

	Bon Tempe Alpine Lake Kent Lake Nicasio Reservoir Soulajule Reservoir Russian River (Imported)	Appropriative Permits No. 05633, 09390, 18546, 12800, 12807, 16892	
<b>San Francisco Public Utilities Commission</b>	Tuolumne River Hetch Hetchy Cherry Lake Eleanor Reservoir New Don Pedro Reservoir San Antonio Reservoir Calaveras Reservoir Alameda Creek Local runoff (San Andreas, Crystal Springs, Pilarcitos)	All Pre-1914 rights except for San Antonio Reservoir, Appropriative License No. 010923	None
<b>Santa Clara Valley Water District</b>	Delta (CVP & SWP) Local Groundwater Local runoff SFPUC wholesale Semitropic groundwater bank	Appropriative License No. 010607, 009829, 006422,006404, 007212, 005729, 006944, 002210, 002209, 002208, 002207, 007211, 002205, 002206, 011791, 006943  Appropriative Permit No. 006565  CVP & SWP contractors	SCVWD's CVP water is pumped at the Tracy pumping plant located in the Southern Delta to the Delta Mendota Canal where it is stored in San Luis Reservoir and distributed to the San Felipe Project into Santa Clara County  CVP contract for 152,000 acre-feet per year and accounts for approximately a third of SCVWD total water supply during normal years.
<b>Zone 7 Water Agency</b>	Delta (SWP and Transfer Agreement with Byron Bethany Irrigation District ) Groundwater (conjunctive use) Local runoff (Arroyo Del Valle) Semitropic groundwater bank	SWP contractor  Appropriative Permit No. 011319	None

### 2.1.2 Water Demands and Uses

Combined, the Bay Area water agency participants serve more than 6 million customers. They provide water for municipal, industrial, landscape, and some agricultural uses in the region. Current normal year demand in the region as a whole is on the order of 1.2 million acre-feet per year. By 2035, normal year demand is projected to be on the order of 1.4 million acre-feet per year. Table 2 below provides a summary of current and projected normal year water demands. San Francisco Public Utilities Commission provides a portion of supplies for Alameda County Water District, Santa Clara Valley Water District, and all of the supplies for Bay Area Water Supply and Conservation Agency. The values in Table 2 do not distinguish supply by source so there is overlap between population and water demand values given for San Francisco Public Utilities Commission and its wholesale customers.

Table 2 Summary of current water uses, number of customers served, current water demand, and projected water demand for each of the BARR DC Plan participants.

Agency Name	Current Water Uses	Number of Customers Served (million)	Current Water Demand (TAF/yr)	Year 2030/2035 Water Demand (TAF/yr)
<b>Alameda County Water District<sup>1</sup></b>	Municipal, industrial, institutional, landscape and other use	0.35	66*	73*
<b>Bay Area Water Supply and Conservation Agency<sup>2</sup></b>	Municipal	1.80*	233*	308*
<b>Contra Costa Water District<sup>3</sup></b>	Municipal, industrial, agricultural, landscape and wholesale provider	0.50	177	223
<b>East Bay Municipal Utility District<sup>4</sup></b>	municipal industrial, institutional, irrigation	1.47	250	257
<b>Marin Municipal Water District<sup>5</sup></b>	Municipal, landscaping	0.19	29	28
<b>San Francisco Public Utilities Commission<sup>6</sup></b>	Municipal, industrial, institutional, irrigation, wholesale provider	2.60*	252-297*	280-297*
<b>Santa Clara Valley Water District<sup>7</sup></b>	Municipal, industrial, landscape irrigation, and agriculture	1.80*	376*	423*
<b>Zone 7 Water Agency<sup>8</sup></b>	Municipal, industrial, agricultural water uses	0.24	50	65
* overlap in values with SFPUC and its wholesale customers				

### 3 Technical project description

The Bay Area water agency participants are working together to develop the BARR DC Plan to improve the water supply reliability for the Bay Area during times of shortage. By taking a regional approach to drought contingency planning, the agencies will be able to enhance water supply reliability, leverage existing infrastructure investments, facilitate water transfers during critical shortages, and improve climate change resiliency.

#### 3.1.1 BARR DC Plan Elements

The following section describes how each of the required six elements of a drought contingency plan will be addressed. Some of the required elements have already been developed by the Bay Area water agency participants and will not be updated as a part of the BARR DC

<sup>1</sup> Alameda County Water District Urban Water Management Plan 2010.

<sup>2</sup> Bay Area Water Supply and Conservation Agency Long-term Reliable Water Supply Strategy 2015

<sup>3</sup> Contra Costa Water District Urban Water Management Plan 2010.

<sup>4</sup> East Bay Municipal Utility District Urban Water Management Plan 2010.

<sup>5</sup> Marin Municipal Water District Urban Water Management Plan 2010

<sup>6</sup> San Francisco Public Utilities Commission Water Availability Study 2013.

<sup>7</sup> Santa Clara Valley Water District Water Supply and Infrastructure Master Plan 2012

<sup>8</sup> Zone 7 Water Agency Urban Water Management Plan 2010



Plan. The primary focus of the BARR DC Plan will be the evaluation and integration of new mitigation measures and the reoperation of existing facilities to determine how the various combinations could best meet the water supply needs of the region.

### *3.1.1.1 Drought monitoring*

Each of the Bay Area water agency participants relies on an extensive network of existing monitoring programs to determine water availability and drought severity. Each agency monitors facilities they own and/or operate in addition to integrating state and federal monitoring data to predict or confirm drought conditions. The majority of the Bay Area water agency participants own and operate one or more reservoirs (Table 1), which are monitored and managed in response to drought conditions. Agencies that rely on snow melt from the Sierra-Nevada Mountains for water supply utilize data collected and published by the California Cooperative Snow Surveys<sup>9</sup> to help predict availability of water and the possibility of a drought. The BARR DC Plan will summarize existing monitoring programs utilized by the various agencies to assess drought conditions and identify potential improvements as needed.

### *3.1.1.2 Vulnerability assessment*

A vulnerability assessment will be performed as part of the BARR DC Plan. An assessment of the risks to critical water resources for the region and the factors contributing to those risks will be evaluated. Many of the Bay Area water agency participants have developed water shortage projections for the future under a range of conditions including climate change. Given the unprecedented nature of the current drought, previous assumptions and supply shortfalls may need to be re-evaluated. The BARR DC Plan will assess Bay Area water supply reliability needs and vulnerabilities under various hydrologic conditions and water shortage scenarios. Climate change will be incorporated into the vulnerability assessment for the region.

### *3.1.1.3 Mitigation Actions*

The Bay Area water agency participants have compiled a preliminary list of mitigation measures that could help individual agencies as well as the region as a whole. Figure 2 shows the preliminary projects identified as mitigation measures. Re-operation of several Reclamation owned facilities including the Contra Costa Canal, Folsom South Canal, San Luis Reservoir, and San Felipe division may be considered as mitigation measures (Table 1). The mitigation measures to be evaluated would build long term resiliency to drought. The BARR DC Plan will evaluate a variety of mitigation measures including but not limited to:

- Inter-agency interties and pipelines
- Treatment plant improvements and expansion
- Groundwater management and recharge
- Indirect/direct potable reuse
- Desalination
- Long term and short term water transfers
- Surface and groundwater storage
- Inter-agency agreements to facilitate water transfers

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<sup>9</sup> <http://cdec.water.ca.gov/snow/>

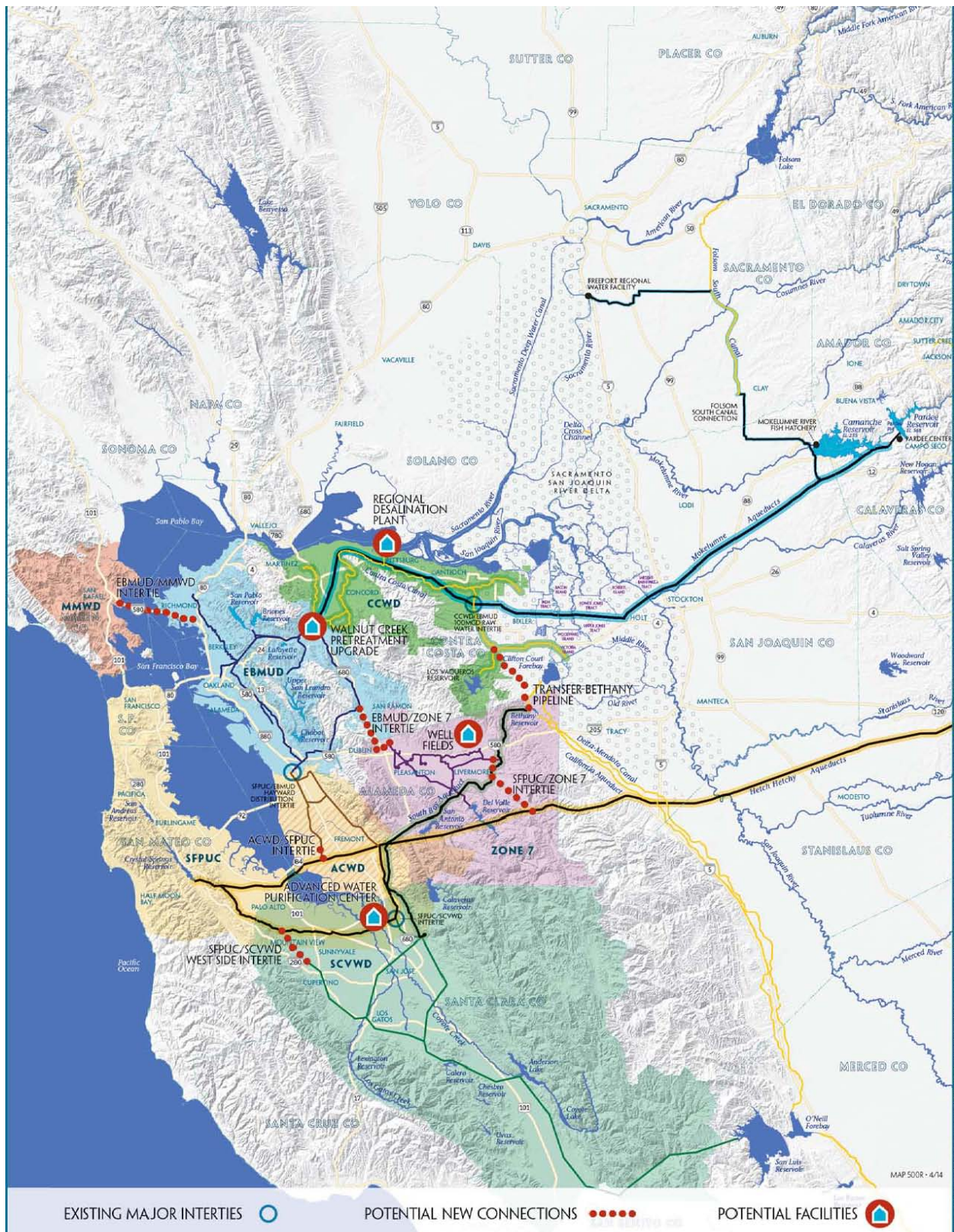


Figure 2 Potential mitigation measures to be evaluated as part of the Bay Area Regional Reliability Drought Contingency Plan.



The potential new mitigation measures will be evaluated in combination with each other and with the re-operation of existing facilities to determine how the various combinations could best meet the water supply needs of the region. A framework under which the mitigation measures could be evaluated and optimized will be developed (i.e. greatest supply generation, fewest number of transfers needed, lowest cost, most easily implemented, most frequently used, etc). Mitigation measures and combinations thereof may require additional information to be properly evaluated. If key information for mitigation measures is lacking, the information gaps will be summarized.

#### *3.1.1.4 Response Actions*

The Governor of California has recently mandated 25 percent reduction in state-wide urban water use compared to 2013 levels<sup>10</sup>. To reduce urban water use by 25 percent statewide, the State Water Resources Control Board (State Water Board) placed each urban water supplier into one of eight tiers which are assigned a conservation standard, ranging between four percent and 36 percent. Each month, the State Water Board will compare every urban water suppliers' water use with their use for the same month in 2013 to determine if they are on track for meeting their conservation standard. The mandated conservation target will be achieved through a variety of response actions including but not limited to: demand reduction, increasing efficiency of appliances and rebates for appliance upgrades, water pricing to incentivize conservation, turf removal incentives, state funded grant programs for implementing other water saving measures including recycled water and advanced treatment options. The Bay Area water agency participants have recently updated and adopted new drought management programs and response actions to be consistent with the new state wide regulations. The BARR DC Plan will summarize the response actions each of the participating agencies has in place and will evaluate the effectiveness of the response actions.

#### *3.1.1.5 Operational and administrative framework*

The operational and administrative framework for potential mitigation measures will be identified and evaluated as part of the BARR DC Plan. The known operational, institutional and regulatory limitations associated with planning, implementing and operating each of the mitigation measures will be evaluated.

#### *3.1.1.6 Plan update process*

Many of the BARR DC Plan elements are included in the Urban Water Management Plans, which are updated every five years. The elements in the BARR DC Plan may be incorporated into the 2020 Urban Water Management Plan to coincide with the Urban Water Management Plan schedule. The BARR DC Plan could be updated in the future at any time in response to changed conditions or based on the desires of other stakeholders.

## **4 Evaluation Criteria**

### **4.1 Evaluation Criterion A - Need for Drought Contingency Plan Update**

#### **4.1.1 Drought conditions to be addressed in the BARR DC Plan**

The Bay Area is experiencing extreme and unprecedented drought conditions. As noted above in Table 1, the water supply portfolios of the Bay Area water agency participants are

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<sup>10</sup> [http://gov.ca.gov/docs/4.1.15\\_Executive\\_Order.pdf](http://gov.ca.gov/docs/4.1.15_Executive_Order.pdf)

diverse, but the majority of agencies rely on snowmelt in the Sierra-Nevada Mountains for at least a portion of their supplies. The Sierra-Nevada Mountains had the lowest snowpack in recorded history in 2015 and as a result the area has been classified as experiencing ‘exceptional’ drought conditions by the U.S. Drought Monitor.<sup>11</sup> Ongoing climate change research has indicated that California is expected to become drier on average with warmer temperatures leading to greater demand and less supply than current conditions<sup>12</sup>. Critically dry water years for the Sacramento and San Joaquin Rivers (the largest two river systems draining to the San Francisco Bay-Delta) could increase in frequency between eight and 30 percent in the future<sup>13</sup>. Developing the BARR DC Plan, and implementing the plan elements, could alleviate the impacts of the current and future droughts.

Through previous planning efforts, most of the Bay Area water agency participants have established that demands exceed supplies during extended droughts. Previous estimates of drought supply and demand are provided in Table 3. Given the unprecedented supply shortages some of the Bay Area water agency participants are currently experiencing, previous estimates of supply and demand will need to be revisited to inform new mitigation measures. The values in Table 3 do not distinguish supply by source so there is overlap between values given for San Francisco Public Utilities Commission and its wholesale customers.

*Table 3 Summary of previous drought supply and demand estimations for each agency.*

Agency	Drought Supply [TAF/yr]	Drought Demand [TAF/yr]	Deficit [TAF/yr]
<b>Alameda County Water District<sup>14</sup></b>	61*	70*	-9
<b>Bay Area Water Supply and Conservation Agency<sup>15</sup></b>	270*	308*	-38
<b>Contra Costa Water District<sup>16</sup></b>	171	187	-16
<b>East Bay Municipal Utility District<sup>17</sup></b>	249	257	-8
<b>Marin Municipal Water District<sup>18</sup></b>	27	26	0
<b>San Francisco Public Utilities Commission<sup>19</sup></b>	262*	297*	-35
<b>Santa Clara Valley Water District<sup>20</sup></b>	269*	423*	-154
<b>Zone 7 Water Agency<sup>21</sup></b>	66	68	-2
* overlap in values with SFPUC and its wholesale customers			

<sup>11</sup> <http://droughtmonitor.unl.edu/Home/StateDroughtMonitor.aspx?CA>

<sup>12</sup> [http://www.climatechange.ca.gov/climate\\_action\\_team/reports/climate\\_assessments.html](http://www.climatechange.ca.gov/climate_action_team/reports/climate_assessments.html)

<sup>13</sup> <http://www.energy.ca.gov/2012publications/CEC-500-2012-015/CEC-500-2012-015.pdf>

<sup>14</sup> Alameda County Water District Urban Water Management Plan 2010.

<sup>15</sup> Bay Area Water Supply and Conservation Agency Long-term Reliable Water Supply Strategy 2015.

<sup>16</sup> Contra Costa Water District Urban Water Management Plan 2010.

<sup>17</sup> East Bay Municipal Utility District Urban Water Management Plan 2010.

<sup>18</sup> Marin Municipal Water District Urban Water Management Plan 2010

<sup>19</sup> San Francisco Public Utilities Commission Urban Water Management Plan 2010

<sup>20</sup> Santa Clara Valley Water District Water Supply and Infrastructure Master Plan 2012

<sup>21</sup> Zone 7 Water Agency Urban Water Management Plan 2010

#### 4.1.2 Severity of risks to water supplies

The BARR DC Plan will evaluate risks to water supplies that include shortage scenarios similar if not more severe than the current drought. The allocations from the Central Valley Project were historically low in 2015 and limited to the health and safety needs or 25 percent of historic use, whichever is greater. As noted above, three of the Bay Area water agency participants are Central Valley Project contractors. Similarly, the State Water Project allocations were 20 percent of contractual amounts in 2015, and 5 percent in 2014. As noted above, three of the Bay Area water agency participants are State Water Project contractors. Given the minimal allocations, many of the Bay Area water agency participants have been forced to rely on other supplies such as groundwater and water transfers to meet demands. Agricultural allocations for the Central Valley Project were limited to zero percent. This means farmers will turn to groundwater to meet demands, decreasing groundwater supplies for all users.

The State Water Board has taken actions to curtail water rights in specific areas of the state if there is insufficient water to fulfill the needs of all water right holders. The curtailment process is designed to ensure that water is allocated in an orderly way based on the seniority of the water rights. To date, curtailments in the Bay-Delta watershed have been issued due to unavailability of water for diverters that hold pre and post-1914 appropriative water rights in the Sacramento, San Joaquin, and Delta watersheds<sup>22</sup>. In addition, curtailments have been issued to preserve minimum flows needed to protect salmon on Deer and Antelope Creeks. Due to the severe drought conditions, additional curtailments are likely in the coming months, including curtailments of diversions under claimed senior water rights. Water transfers have also been limited by the water rights curtailments, further increasing water supply vulnerabilities in the Bay Area. The BARR DC Plan may include an evaluation of the curtailment of water rights.

##### 4.1.2.1 Water Quality

The BARR DC Plan may analyze scenarios where the Delta is too saline for drinking water under similar if not more extreme than current drought conditions. The combination of no snowpack and diminished reservoir storage has led to increased salinity in the Delta. Federal and state wildlife and water agency managers have recently installed an emergency salinity barrier on West False River in the Sacramento-San Joaquin Delta to repel salinity that could threaten a source of water used by 25 million Californians<sup>23</sup>. Water containing high levels of salts, particularly, chloride and bromide, can lead to increased carcinogenic disinfection byproducts when treated. The emergency barrier will help limit the tidal push of saltwater from San Francisco Bay into the central Delta and help minimize the amount of fresh water that must be released this summer from upstream reservoirs to repel saltwater. The emergency barrier installed in May 2015 will be removed by November 15<sup>th</sup> to avoid the flood season and harm to migratory fish.

##### 4.1.2.2 Endangered Species

The BARR DC Plan may consider changes in water management that may be required to protect endangered species similar if not more protective than current conditions. In 2014 the California Department of Fish and Wildlife and the National Marine Fisheries Service began a voluntary drought initiative to protect endangered species in the Russian River basin, with an emphasis on coho salmon and steelhead. The voluntary initiative identified tributaries of importance to the preservation of endangered species and worked with other parties to provide

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<sup>22</sup> [http://www.swrcb.ca.gov/waterrights/water\\_issues/programs/drought/docs/pre14curtailmentjun2015.pdf](http://www.swrcb.ca.gov/waterrights/water_issues/programs/drought/docs/pre14curtailmentjun2015.pdf)

<sup>23</sup> <http://www.water.ca.gov/waterconditions/emergencybarriers.cfm>

instream flows for fish, monitoring and potential fish rescue actions. Without significant conservation, portions of the tributaries in this system could experience fish mortality due to early drying<sup>24</sup>. Marin Municipal Water District relies on water from the Russian River system.

Endangered salmonids are also at risk in tributaries to the Delta. In 2015, the State Water Board required that Reclamation submit for the Executive Director's approval and to implement a plan for operations of New Melones Reservoir that reasonably protects fish and wildlife on the Stanislaus River and a temperature management plan for the Sacramento River to ensure that operations will provide reasonable protection for winter-run Chinook salmon and other salmonids.<sup>25</sup> Reclamation's management plans to reasonably protect endangered species during this unprecedented drought may be analyzed in the BARR DC Plan.

#### 4.1.3 Status of existing drought contingency plans

Each of the Bay Area water agency participants has some of the elements of a drought contingency plan already in place. Few agencies have all six required elements combined into one document. Table 4 below contains a summary of the existing plans each agency has produced to address drought monitoring, vulnerability assessment, mitigation actions, response actions, institutional framework, and plan updates. The BARR DC Plan will address all six required elements in one document and significantly expand the mitigation actions considered. The BARR DC Plan will be different from planning efforts in the past, because it will focus on the Bay Area as a region as opposed to individual agencies and integrate all of the required elements into one document.

*Table 4 Summary of functional equivalents of drought contingency plan for each agency participating in the development of the Bay Area Regional Reliability Drought Contingency Plan*

Agency	Existing Equivalent of Drought Contingency Plan	Adoption Date
<b>Alameda County Water District</b>	Urban Water Management Plan	June 2011
<b>Bay Area Water Supply Conservation Agency</b>	Long-Term Reliable Water Supply Strategy Phase II Final Report	February 2015
<b>East Bay Municipal Utility District</b>	Water Supply Management Program 2040 Plan Urban Water Management Plan	April 2012 June 2011
<b>Contra Costa Water District</b>	Urban Water Management Plan	June 2011
<b>Marin Municipal Water District</b>	Urban Water Management Plan	July 2011
<b>San Francisco Public Utilities Commission</b>	Water Availability Study Urban Water Management Plan	May 2013 June 2011
<b>Santa Clara Valley Water District</b>	Water Supply and Infrastructure Master Plan Urban Water Management Plan	October 2012 May 2011
<b>Zone 7 Water Agency</b>	Water Supply Evaluation Urban Water Management Plan	July 2011 December 2010

## 4.2 Evaluation Criterion B - Diversity of Stakeholders

### 4.2.1 Stakeholders involved in the planning process

The primary stakeholders involved in the development of the BARR DC Plan are: Alameda County Water District, Bay Area Water Supply and Conservation Agency, Contra

<sup>24</sup>

[http://www.swrcb.ca.gov/waterrights/water\\_issues/programs/drought/docs/russian\\_river/20150528\\_cdfw\\_letter\\_recommendations\\_conservation\\_russian.pdf](http://www.swrcb.ca.gov/waterrights/water_issues/programs/drought/docs/russian_river/20150528_cdfw_letter_recommendations_conservation_russian.pdf)

<sup>25</sup> [http://www.swrcb.ca.gov/waterrights/water\\_issues/programs/drought/docs/notice\\_bay\\_delta\\_drought.pdf](http://www.swrcb.ca.gov/waterrights/water_issues/programs/drought/docs/notice_bay_delta_drought.pdf)

Costa Water District, East Bay Municipal Utility District, Marin Municipal Water District, San Francisco Public Utilities Commission, Santa Clara Valley Water District, and Zone 7 Water Agency. Letters of support from each of these agencies are included as part of the grant application package in Appendix A.

Staff from each agency have been designated to participate in the development of the BARR DC Plan. These staff have the appropriate technical expertise to provide background information and review of new analyses developed as part of the BARR DC Plan. Table 5 below lists the staff from each agency that would comprise the initial drought planning task force.

*Table 5 List of stakeholders who would comprise drought planning task force.*

Agency	Name of Stakeholder	Title of Stakeholder
<b>Alameda County Water District</b>	Thomas Niesar	Water Resources Planning Manager
<b>Bay Area Water Supply Conservation Agency</b>	Michael Hurley	Water Resources Manager
<b>East Bay Municipal Utility District</b>	Thomas Francis	Senior Civil Engineer
<b>Contra Costa Water District</b>	Maureen Martin	Senior Water Resources Specialist
<b>Marin Municipal Water District</b>	Michael Ban	Engineering and Environmental Services Division Manager
<b>San Francisco Public Utilities Commission</b>	Manisha Kothari	Senior Planner
<b>Santa Clara Valley Water District</b>	Tracy Hemmeter	Senior Project Manager
<b>Zone 7 Water Agency</b>	Amparo Flores	Associate Engineer

## 4.3 Evaluation Criterion C – Project Implementation

### 4.3.1 Work plan

Developing the BARR DC Plan will consist of three major tasks: 1) project administration, 2) plan development, and 3) public outreach. Table 6 below provides a summary of the tasks and the major deliverables anticipated.

Project administration includes executing the financial assistance agreement with Reclamation, selecting a consultant to develop the BARR DC Plan and grant reporting. East Bay Municipal Utility District will be responsible for all project administration tasks. The deliverables include an executed financial assistance agreement, a consultant contract, and required grant reports. All required reports will be provided to Reclamation consistent with the terms of the financial assistance agreement.

The consultant will work with each of the Bay Area water agency participants to develop the elements of the BARR DC Plan beginning in the spring of 2016. Two workshops will be held among the consultant and the drought planning task force. As the planning lead, East Bay Municipal Utility District will be responsible for coordinating the workshops. The drought planning task force will provide input on the development of the BARR DC Plan elements at the first workshop. The results of the vulnerability assessment and mitigation measure analyses will be presented at the second workshop. The drought planning task force will provide feedback on the initial analyses and the draft report. The final report is anticipated to be completed by December 2017.

Once a draft of the BARR DC Plan has been developed, Bay Area water agency participants will seek comments from the public in order to develop the final BARR DC Plan.

Once the BARR DC Plan has been finalized, the Bay Area water agency participants will promote the final report through a series of public meetings at three locations throughout the Bay Area. Additional public outreach will include preparation of fact sheets, joint press releases, postings on social media, and other website updates to keep the public informed and provide the opportunity for the public to ask questions and provide input. The final report will be posted to a public website, as well as be available on each of the agency's websites. The public outreach activities are expected in the spring of 2018.

*Table 6 Summary of key tasks and milestones in BARR DC Plan development*

Tasks	Subtasks	Deliverables
<b>Project Administration</b>		
	Execute agreement with Reclamation Select consultant Grant reporting	Assistance agreement Consultant contract Invoices Semi-annual reports Final report
<b>Establishment of Drought Planning Task Force</b>		
	Coordinate with stakeholders	Task force
<b>Development of BARR DC Plan</b>		
	Compile existing information Develop new plan elements Stakeholder review/input Finalize plan	Workshop #1 Workshop #2 Draft Report Final Report
<b>Public Outreach</b>	Public input on draft report Publish report on website (s) Notice public meetings	Fact sheets Website updates Public Meeting #1 Public Meeting #2 Public Meeting #3

#### 4.3.2 Schedule

It is anticipated that the development of the BARR DC Plan will take two years from the grant award date. It is anticipated that the financial assistance agreement will be executed by September 2015 and the consultant will be selected by the spring of 2016. The development of the BARR DC Plan elements is expected to commence in the spring of 2016 and be completed by the end of 2017. Public outreach will begin in 2017 and will be completed by the spring of 2018. Grant reporting will be ongoing throughout the project duration. Table 7 below provides a summary of the anticipated schedule.

*Table 7 Schedule for major tasks and milestones*

Task	Start Date	End Date
<b>Project Administration</b>	<b>July 2015</b>	<b>March 2018</b>
Execute agreement with Reclamation	July 2015	September 2015
Workplan approved by Reclamation	September 2015	December 2015
Select consultant	October 2015	January 2016
Grant reporting	September 2015	March 2018
<b>Establishment of Drought Task Force</b>	<b>January 2016</b>	<b>January 2016</b>
<b>Development of BARR DC Plan</b>	<b>February 2016</b>	<b>December 2017</b>
Compile existing information	February 2016	April 2016
Develop new plan elements	May 2016	January 2017
Workshop #1 input on new DC plan elements	July 2016	July 2016
Workshop #2 review of DC plan elements	January 2017	January 2017



Draft report	February 2017	April 2017
Stakeholder review of draft report	May 2017	June 2017
Solicit public input	June 2017	July 2017
Final report	July 2017	September 2017
<b>Public Outreach</b>	<b>October 2017</b>	<b>February 2018</b>
Posting of Final Report on website	October 2017	October 2018
Public Meeting #1	November 2017	November 2017
Public Meeting # 2	January 2018	January 2018
Public Meeting #3	February 2018	February 2018

#### 4.4 Evaluation Criterion D - Nexus to the Bureau of Reclamation

There are several Reclamation facilities and projects within the planning area including those in the Delta Division of the Central Valley Project, a portion of the facilities in the San Felipe Division and a portion of the facilities in the San Luis Division. Of the water agencies participating in the development of the BARR DC Plan, East Bay Municipal Utility District, Contra Costa Water District, and Santa Clara Valley Water District are Central Valley Project contractors. The BARR DC Plan could benefit the Central Valley Project both directly and indirectly by diversifying the water supply portfolios of water agencies in the Bay Area, increasing regional self-reliance while decreasing reliance on water supplies conveyed through the Delta.

### 5 Required permits or approvals

No permits or additional approvals will be required to complete the BARR DC Plan. Individual water agencies responsible for implementing projects or programs considered the BARR DC Plan will be responsible for obtaining all necessary environmental documentation, permits and approvals.

### 6 Letters of project support

Letters of support from Alameda County Water District, Bay Area Council, Bay Area Water Supply and Conservation Agency, Contra Costa Water District, East Bay Leadership Council, East Bay Municipal Utility District, Marin Municipal Water District, San Francisco Public Utilities Commission, Santa Clara Valley Water District, Silicon Valley Leadership Group, and Zone 7 Water Agency are included in Appendix A.

### 7 Official resolution

East Bay Municipal Utility District will be the agency responsible for administering the grant if awarded. On June 23, 2015 the Board of Directors for East Bay Municipal Utility District passed a resolution authorizing submittal of the grant application and committing to the financial and legal obligations associated with receiving Federal financial assistance through the Drought Contingency Planning Grants FY15. The resolution is provided in Appendix B.

### 8 Project budget

#### 8.1 Funding plan and letters of commitment

The total project budget is \$496,000. Of that total cost, federal funding obtained through this grant process would contribute \$200,000 or 40% of the total cost; in-kind contributions from the Bay Area water agency staff would account for \$196,000 or 40% of the cost; and the water agencies would contribute \$100,000 or 20% of the cost directly. No other federal funds will be

## Grant Application Package

Opportunity Title:	WaterSMART: Drought Contingency Planning Grants for Fis
Offering Agency:	Bureau of Reclamation
CFDA Number:	15.514
CFDA Description:	Reclamation States Emergency Drought Relief
Opportunity Number:	R15AS00047
Competition ID:	
Opportunity Open Date:	05/11/2015
Opportunity Close Date:	06/25/2015
Agency Contact:	Irene Hoiby Grants Officer E-mail: ihoiby@usbr.gov Phone: 303-445-2025

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

Application Filing Name: Bay Area Regional Reliability Drought Contingency Plan (BARR DC Plan)

### Select Forms to Complete

#### Mandatory

[Application for Federal Assistance \(SF-424\)](#)

#### Optional

- ☒ [Budget Information for Non-Construction Programs \(SF-424A\)](#)
- ☒ [Assurances for Non-Construction Programs \(SF-424B\)](#)
- ☐ [Disclosure of Lobbying Activities \(SF-LLL\)](#)
- ☐ [Attachments](#)
- ☐ [Budget Information for Construction Programs \(SF-424C\)](#)
- ☐ [Assurances for Construction Programs \(SF-424D\)](#)

### Instructions

[Show Instructions >>](#)

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here. If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

### Application for Federal Assistance SF-424

**\* 1. Type of Submission:**

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

**\* 2. Type of Application:**

- ☒ New  
☐ Continuation  
☐ Revision

**\* If Revision, select appropriate letter(s):**

**\* Other (Specify):**

**\* 3. Date Received:**

Completed by Grants.gov upon submission.

**4. Applicant Identifier:**

**5a. Federal Entity Identifier:**

**5b. Federal Award Identifier:**

**State Use Only:**

**6. Date Received by State:**

**7. State Application Identifier:**

**8. APPLICANT INFORMATION:**

**\* a. Legal Name:**

East Bay Municipal Utility District

**\* b. Employer/Taxpayer Identification Number (EIN/TIN):**

94-6000590

**\* c. Organizational DUNS:**

05-190-4423

**d. Address:**

**\* Street1:**

P.O. Box 24055, MS 407

**Street2:**

**\* City:**

Oakland

**County/Parish:**

Alameda

**\* State:**

CA: California

**Province:**

**\* Country:**

USA: UNITED STATES

**\* Zip / Postal Code:**

94623-1055

**e. Organizational Unit:**

**Department Name:**

Water and Natural Resources

**Division Name:**

Water Supply Improvements Div

**f. Name and contact information of person to be contacted on matters involving this application:**

**Prefix:**

Mr.

**\* First Name:**

Michael

**Middle Name:**

**\* Last Name:**

Tognolini

**Suffix:**

**Title:** Manager of Water Supply Improvements Div

**Organizational Affiliation:**

**\* Telephone Number:**

510 287 0125

**Fax Number:**

510 287 1295

**\* Email:**

mtognoli@ebmud.com

## Application for Federal Assistance SF-424

### \* 9. Type of Applicant 1: Select Applicant Type:

D: Special District Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

### \* 10. Name of Federal Agency:

Bureau of Reclamation

### 11. Catalog of Federal Domestic Assistance Number:

15.514

CFDA Title:

Reclamation States Emergency Drought Relief

### \* 12. Funding Opportunity Number:

R15AS00047

\* Title:

WaterSMART: Drought Contingency Planning Grants for Fiscal Year 2015

### 13. Competition Identification Number:

Title:

### 14. Areas Affected by Project (Cities, Counties, States, etc.):

BARR-Map-counties.pdf

Add Attachment

Delete Attachment

View Attachment

### \* 15. Descriptive Title of Applicant's Project:

Bay Area Regional Reliability Drought Contingency Plan (BARR DC Plan)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**\* a. Applicant \* b. Program/Project 

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**\* a. Start Date: \* b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="200,000.00"/>
* b. Applicant	<input type="text" value="54,625.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="241,379.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="496,004.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title: \* Telephone Number: Fax Number: \* Email: \* Signature of Authorized Representative: \* Date Signed:

# BUDGET INFORMATION - Non-Construction Programs

## SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. WatersSMART: Drought Contingency planning Grant	15.514	\$	\$	200,000.00	296,004.00	496,004.00
2.						
3.						
4.						
5. Totals		\$	\$	200,000.00	296,004.00	496,004.00

# SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	Watersmart: Drought Contingency Planning Grant				
a. Personnel	\$	\$	\$	60,572.00	\$ 60,572.00
b. Fringe Benefits				49,925.00	49,925.00
c. Travel				0.00	
d. Equipment				0.00	
e. Supplies				0.00	
f. Contractual			200,000.00	100,000.00	300,000.00
g. Construction	0.00		0.00	0.00	
h. Other			0.00	0.00	
i. Total Direct Charges (sum of 6a-6h)	0.00		200,000.00	210,497.00	\$ 410,497.00
j. Indirect Charges			0.00	85,507.00	\$ 85,507.00
k. TOTALS (sum of 6i and 6j)	\$ 0.00	\$	\$ 200,000.00	296,004.00	\$ 496,004.00
7. Program Income	\$	\$	\$		\$

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program		(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.	WatersSMART: Drought Contingency Planning Grant	\$ 54,625.00	\$ 0.00	\$ 241,379.00	\$ 296,004.00
9.					
10.					
11.					
12.	TOTAL (sum of lines 8-11)	\$ 54,625.00	\$ 0.00	\$ 241,379.00	\$ 296,004.00

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 25,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 25,000.00
14. Non-Federal	\$ 100,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
15. TOTAL (sum of lines 13 and 14)	\$ 125,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. WatersSMART: Drought Contingency Planning Grant	\$ 150,000.00	\$ 25,000.00	\$ 0.00	\$ 0.00
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	\$ 150,000.00	\$ 25,000.00	\$ 0.00	\$ 0.00

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges: \$410,497.00	22. Indirect Charges: \$85,507.00 (20.83% of Total Direct Costs)
23. Remarks:	



## ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.


**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<b>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</b>  Completed on submission to Grants.gov	<b>TITLE</b> General Manager
<b>APPLICANT ORGANIZATION</b> East Bay Municipal Utility District	<b>DATE SUBMITTED</b> 06.24.15 Completed on submission to Grants.gov

## 10 Appendix A: Letters of Support



**DIRECTORS**

**MARTIN L. KOLLER**  
President

**JUDY C. HUANG**  
Vice President

**JAMES G. GUNTHER**

**PAUL SETHY**

**JOHN H. WEED**

**43885 SOUTH GRIMMER BOULEVARD • FREMONT, CALIFORNIA 94538**  
**(510) 668-4200 • FAX (510) 770-1793 • [www.acwd.org](http://www.acwd.org)**

**MANAGEMENT**

**ROBERT SHAVER**  
General Manager

**SHELLEY BURGETT**  
Finance

**STEVEN D. INN**  
Water Resources

**STEVE PETERSON**  
Operations and Maintenance

**ED STEVENSON**  
Engineering and Technology Services

June 15, 2015

Ms. Irene M. Hoiby  
Bureau of Reclamation  
Financial Assistance Services  
Mail Code: 84-274852  
P.O. Box 25007  
Denver, Colorado, 80225

Dear Ms. Hoiby and Application Review Committee members,

Alameda County Water District (ACWD) is providing this letter in support of the application that East Bay Municipal Utility District is submitting on behalf of our agency and other Bay Area water supply agencies to receive financial assistance through the Bureau of Reclamation's WaterSMART Drought Contingency Planning Grants for Fiscal Year 2015.

ACWD together with seven other Bay Area water agencies have adopted Bay Area Regional Reliability Principles (BARR Principles) which memorializes the mutual willingness to work together to develop regional solutions to improve the water supply reliability for the over 6 million area residents and the thousands of businesses and industries located in the area. Further, we each agree that there is a need to develop a Drought Contingency Plan (BARR DC Plan) that can serve as a foundational document for use in building drought resiliency in the Bay Area. Preparation of the BARR DC Plan is consistent with the BARR Principles. Financial support for the preparation of the BARR DC Plan is needed.

ACWD is in full support of the preparation of a BARR DC Plan and agrees with our water agency partners on this effort that regional solutions are needed to build drought resiliency.

Sincerely,

Robert Shaver  
General Manager



June 8, 2015

Ms. Irene M. Hoiby  
Bureau of Reclamation  
Financial Assistance Services  
Mail Code: 84-274852  
P.O. Box 25007  
Denver, Colorado, 80225

Dear Ms. Hoiby and Application Review Committee members,

The Bay Area Water Supply and Conservation Agency is providing this letter in support of the East Bay Municipal Utility District's application, on behalf of Bay Area water supply agencies, for financial assistance through the Bureau of Reclamation's WaterSMART Drought Contingency Planning Grants for Fiscal Year 2015.

The Bay Area Water Supply and Conservation Agency, together with seven other Bay Area water agencies, have adopted Bay Area Regional Reliability Principles (BARR Principles), which memorialize the mutual willingness to work together to develop regional solutions to improve the water supply reliability for the over 6 million area residents and the thousands of businesses and industries located in the area.

Further, we each agree that there is a need to develop a plan evaluate and identify near- and long-term joint projects that are mutually beneficial and regionally focused to help achieve greater water supply reliability and drought preparedness in the Bay Area (BARR Plan). Preparation of the BARR Plan is consistent with the BARR Principles. Financial support for the preparation of the BARR Plan is needed.

Bay Area Water Supply and Conservation Agency fully supports the preparation of a BARR Plan and agrees with our partner agencies that regional solutions are needed to build drought resiliency.

Sincerely,

A handwritten signature in black ink that reads "Nicole Sandkulla". The signature is fluid and cursive, with the first name "Nicole" and last name "Sandkulla" clearly distinguishable.

Nicole Sandkulla  
CEO/General Manager





**Board of Directors**

Joseph L. Campbell  
*President*

Lisa M. Borba  
*Vice President*

Bette Boatman

John A. Burgh

Connstance Holdaway

**General Manager**

Jerry Brown

June 4, 2015

Ms. Irene M. Hoiby  
Bureau of Reclamation  
Financial Assistance Services  
Mail Code: 84-274852  
P.O. Box 25007  
Denver, Colorado, 80225

Dear Ms. Hoiby and Application Review Committee members:

Contra Costa Water District is providing this letter in support of the application that East Bay Municipal Utility District is submitting on behalf of our agency and other Bay Area water supply agencies to receive financial assistance through the Bureau of Reclamation's WaterSMART Drought Contingency Planning Grants for Fiscal Year 2015.

Contra Costa Water District together with seven other Bay Area water agencies have adopted Bay Area Regional Reliability Principles (BARR Principles) which memorializes the mutual willingness to work together to develop regional solutions to improve the water supply reliability for the over 6 million area residents and the thousands of businesses and industries located in the area. Further, we each agree that there is a need to develop a Drought Contingency Plan (BARR DC Plan) that can serve as a foundational document for use in building drought resiliency in the Bay Area. Preparation of the BARR DC Plan is consistent with the BARR Principles. Financial support for the preparation of the BARR DC Plan is needed.

Contra Costa Water District is in full support of the preparation of a BARR DC Plan and agrees with our water agency partners on this effort that regional solutions are needed to build drought resiliency.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry Brown", is written over a printed name and title. The signature is stylized with a large, sweeping "J" and "B".

Jerry Brown  
General Manager

JB/MM:wec



220 Nellen Avenue Corte Madera CA 94925-1169  
[www.marinwater.org](http://www.marinwater.org)

June 1, 2015

Ms. Irene M. Hoiby  
Bureau of Reclamation  
Financial Assistance Services  
Mail Code: 84-274852  
P.O. Box 25007  
Denver, Colorado, 80225

Dear Ms. Hoiby and Application Review Committee members,

Marin Municipal Water District is providing this letter in support of the application that East Bay Municipal Utility District is submitting on behalf of our agency and other Bay Area water supply agencies to receive financial assistance through the Bureau of Reclamation's WaterSMART Drought Contingency Planning Grants for Fiscal Year 2015.

Marin Municipal Water District, together with seven other Bay Area water agencies have adopted Bay Area Regional Reliability Principles (BARR Principles) which memorializes the mutual willingness to work together to develop regional solutions to improve the water supply reliability for the over six million area residents and the thousands of businesses and industries located in the area. Further, we each agree that there is a need to develop a Drought Contingency Plan (BARR DC Plan) that can serve as a foundational document for use in building drought resiliency in the Bay Area. Preparation of the BARR DC Plan is consistent with the BARR Principles. Financial support for the preparation of the BARR DC Plan is needed.

Marin Municipal Water District is in full support of the preparation of a BARR DC Plan and agrees with our water agency partners on this effort that regional solutions are needed to build drought resiliency.

Sincerely,

A handwritten signature in blue ink, appearing to read "Krishna Kumar", is written over a light blue horizontal line.

Krishna Kumar  
General Manager



# San Francisco Water Power Sewer

Services of the San Francisco Public Utilities Commission

525 Golden Gate Avenue, 13th Floor

San Francisco, CA 94102

T 415.934.5736

F 415.554.3161

TTY 415.554.3488

June 4, 2015

Ms. Irene M. Hoiby  
Bureau of Reclamation  
Financial Assistance Services  
Mail Code: 84-274852  
P.O. Box 25007  
Denver, Colorado, 80225

Dear Ms. Hoiby and Application Review Committee members,

The San Francisco Public Utilities Commission (SFPUC) is providing this letter in support of the application that East Bay Municipal Utility District is submitting on behalf of our agency and other Bay Area water supply agencies to receive financial assistance through the Bureau of Reclamation's WaterSMART Drought Contingency Planning Grants for Fiscal Year 2015.

The SFPUC, together with seven other Bay Area water agencies, has adopted Bay Area Regional Reliability Principles (BARR Principles) which memorializes the mutual willingness to work together to develop regional solutions to improve the water supply reliability for the over 6 million area residents and the thousands of businesses and industries located in the area. Further, we each agree that there is a need to develop a Drought Contingency Plan (BARR DC Plan) that can serve as a foundational document for use in building drought resiliency in the Bay Area. Preparation of the BARR DC Plan is consistent with the BARR Principles. Financial support for the preparation of the BARR DC Plan is needed.

The SFPUC is in full support of the preparation of a BARR DC Plan and agrees with our water agency partners on this effort that regional solutions are needed to build drought resiliency.

Sincerely,

Steven R. Ritchie  
Assistant General Manager, Water

**Edwin M. Lee**  
Mayor

**Ann Moller Caen**  
President

**Francesca Vietor**  
Vice President

**Vince Courtney**  
Commissioner

**Anson Moran**  
Commissioner

**Ike Kwon**  
Commissioner

**Harlan L. Kelly, Jr.**  
General Manager





June 8, 2015

Ms. Irene M. Hoiby  
Bureau of Reclamation  
Financial Assistance Services  
Mail Code: 84-274852  
P.O. Box 25007  
Denver, Colorado, 80225

Dear Ms. Hoiby and Application Review Committee members,

The Santa Clara Valley Water District (SCVWD) is providing this letter in support of the application that East Bay Municipal Utility District is submitting on behalf of our agency and other Bay Area water supply agencies to receive financial assistance through the Bureau of Reclamation's WaterSMART Drought Contingency Planning Grants for Fiscal Year 2015.

SCVWD, together with seven other Bay Area water agencies, have adopted Bay Area Regional Reliability Principles (BARR Principles) that memorialize the mutual willingness to work together to develop regional solutions to improve the water supply reliability for the over 6 million area residents and the thousands of businesses and industries located in the area. Further, we each agree that there is a need to develop a Drought Contingency Plan (BARR DC Plan) that can serve as a foundational document for use in building drought resiliency in the Bay Area. Preparation of the BARR DC Plan is consistent with the BARR Principles. Financial support for the preparation of the BARR DC Plan is needed.

SCVWD is in full support of the preparation of a BARR DC Plan and agrees with our water agency partners on this effort that regional solutions are needed to build drought resiliency.

Sincerely,



Beau Goldie  
Chief Executive Officer



ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7  
100 NORTH CANYONS PARKWAY, LIVERMORE, CA 94551-9486 • PHONE (925) 454-5000

June 10, 2015

Irene M. Hoiby  
Bureau of Reclamation  
Financial Assistance Services  
Mail Code: 84-274852  
P.O. Box 25007  
Denver, CO 80225

Subject: ***LETTER OF SUPPORT—Bureau of Reclamation's WaterSMART  
Drought Contingency Planning Grants for Fiscal Year 2015***

Dear Ms. Hoiby and Application Review Committee members:

Zone 7 of the Alameda County Flood Control and Water Conservation District ("Zone 7 Water Agency" or "Zone 7") is providing this letter in support of the application that East Bay Municipal Utility District is submitting on behalf of our agency and other Bay Area water supply agencies to receive financial assistance through the Bureau of Reclamation's WaterSMART Drought Contingency Planning Grants for Fiscal Year 2015.

Zone 7 Water Agency, together with seven other Bay Area water agencies, have adopted Bay Area Regional Reliability Principles (BARR Principles) that memorialize our agencies' mutual willingness to work together to develop regional solutions to improve the water supply reliability for the over 6 million area residents and the thousands of businesses and industries located in the area. Furthermore, we each agree that there is a need to develop a regional Drought Contingency Plan (BARR DC Plan) that can serve as a foundational document for use in building drought resiliency in the Bay Area. Preparation of the BARR DC Plan is consistent with the BARR Principles. Financial support for the preparation of the BARR DC Plan is needed.

Zone 7 Water Agency is in full support of the preparation of a BARR DC Plan and agrees with our water agency partners on this effort that regional solutions are needed to build drought resiliency.

Sincerely,

  
G.F. Duerig  
General Manager



June 19, 2015

Ms. Irene M. Hoiby  
Bureau of Reclamation  
Financial Assistance Services  
Mail Code: 84-274852  
Post Office Box 25007  
Denver, Colorado 80225

Ms. Hoiby and Application Review Committee members:

**Chair of the Board**

Keith Archuleta  
*Principal, Emerald HPC International, LLC*

**Chair-Elect**

Andrew Sabey  
*Partner, Cox, Castle & Nicholson, LLP*

**Vice President – Finance**

A.J. Major  
*Vavrinek, Trine, Day & Company, LLP*

**Vice President - Engagement**

Bielle Moore  
*Richmond Sanitary Inc./Republic Services*

**Vice President - Events**

Ron Brown  
*Save Mount Diablo*

**Vice President – Talent & Workforce**

Ken Mintz  
*AT&T*

**Vice President – Economic Development & Jobs**

Steve Van Wart  
*Principal, Tunbridge Associates*

**Vice President – Communications**

Peggy White  
*Executive Director, Diablo Regional Arts Association*

**Vice President – Member Services**

James Brandt  
*First Vice President-Wealth Mgt.  
Morgan Stanley Smith Barney*

**Chief Legal Counsel**

Peter McGaw  
*Shareholder, Archer Norris*

**Immediate Past Chair & Vice President -Infrastructure**

Terry Bowen  
*Principal, Gray-Bowen*

**President & CEO**

Kristin B. Connelly

I am writing this letter in support of the application that EBMUD is submitting on behalf of it and seven other Bay Area water supply agencies to receive financial assistance through the Bureau of Reclamation's WaterSMART Program for funding under their Drought Contingency Planning grant program.

The Bay Area's eight largest water agencies have each adopted Bay Area Regional Reliability Principles (BARR Principles) which memorializes their mutual willingness to work together to develop regional solutions to improve the water supply reliability for the over 6 million area residents and the thousands of businesses and industries located in the area. Further, those agencies have identified that there is a need to develop a Drought Contingency Plan (BARR DC Plan) that can serve as a foundational document for use in building drought resiliency in the Bay Area. Preparation of the BARR DC Plan is consistent with the BARR Principles. Financial support for the preparation of the BARR DC Plan is needed.

It is noteworthy that the eight water utilities are making a single and integrated request for assistance from the WaterSMART program. This may be the first collaborative request by the San Francisco Bay Area water agencies, which have a long history of independent actions related to water resource planning. We have been encouraging a more regional approach for water resource management and are pleased that their request is indeed a regional effort.

We also encourage a greater emphasis on developing the recycled water component as a resource. In doing so, the region's recycled water producers (i. e. municipal wastewater entities) should become engaged in the process.

Our organization, the East Bay Leadership Council (EBLC), a non-profit advocacy organization representing nearly 300 of the region's employers is in full support of the preparation of a BARR DC Plan. EBLC agrees with the eight Water Agencies that regional solutions are needed to build drought resiliency for the Bay Area and will provide for a more reliable water resource for the San Francisco Bay Region.

Warmest regards,

Kristin B. Connelly  
President and CEO



June 11, 2015

Ms. Irene M. Hoiby  
Bureau of Reclamation  
Financial Assistance Services  
Mail Code: 84-274852  
P.O. Box 25007  
Denver, Colorado, 80225

Dear Ms. Hoiby and Application Review Committee members,

I am writing this letter in support of the application that EBMUD is submitting on behalf of it and seven other Bay Area water supply agencies to receive financial assistance through the Bureau of Reclamation's WaterSMART Program for funding under their Drought Contingency Planning grant program.

The Bay Area's eight largest water agencies have each adopted Bay Area Regional Reliability Principles (BARR Principles) which memorializes their mutual willingness to work together to develop regional solutions to improve the water supply reliability for the over 6 million area residents and the thousands of businesses and industries located in the area. Further, those agencies have identified that there is a need to develop a Drought Contingency Plan (BARR DC Plan) that can serve as a foundational document for use in building drought resiliency in the Bay Area. Preparation of the BARR DC Plan is consistent with the BARR Principles. Financial support for the preparation of the BARR DC Plan is needed.

The Bay Area Council is in full support of the preparation of a BARR DC Plan and agrees with the eight Water Agencies that regional solutions are needed to build drought resiliency for the Bay Area.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Wunderman'.

Jim Wunderman  
President & CEO  
Bay Area Council

## 11 Appendix B: Official Resolution

RESOLUTION NO. 34043-15

AUTHORIZING APPLICATION TO THE UNITED STATES DEPARTMENT OF THE  
INTERIOR BUREAU OF RECLAMATION FOR A WATERSMART DROUGHT  
CONTINGENCY PLANNING GRANT TO FUND THE PREPARATION OF THE BAY  
AREA REGIONAL RELIABILITY DROUGHT CONTINGENCY PLAN

Introduced by Director Coleman ; Seconded by Director McIntosh

WHEREAS, the United States Department of the Interior, Bureau of Reclamation (Reclamation), as part of the WaterSMART Program, is offering cost-shared funding to support the development and update of Drought Contingency Plans and has issued Funding Opportunity Announcement Number R15AS00047 (the FOA) stating the requirements and terms for receiving a WaterSMART Drought Contingency Planning Grant; and

WHEREAS, on May 27, 2014, the Board of Directors of the East Bay Municipal Utility District (EBMUD) adopted the Bay Area Regional Reliability Principles (BARR Principles) which expressed EBMUD's commitment to work cooperatively with seven other Bay Area water agencies (BARR Partner Agencies or Parties) to develop regional solutions to improve the water supply reliability for the over 6 million area residents and the thousands of businesses and industries located in the area; and

WHEREAS, the BARR Principles encourage BARR Partner Agencies to work cooperatively in the pursuit of short and long-term water supply projects and to maximize the use of existing infrastructure to help achieve region-wide water supply reliability; and

WHEREAS, the BARR Partner Agencies have identified that there is a need to develop a Drought Contingency Plan (DC Plan) for the Bay Area which they have named the BARR DC Plan for building drought resiliency in the Bay Area; and

WHEREAS, the District's Board of Directors acknowledges and supports the District's proposal to serve as the grant applicant and contracting entity on behalf of the BARR Partner Agencies in their combined efforts to prepare the BARR DC Plan in response to the FOA; and

WHEREAS, the FOA specifies that grant awards will not exceed 50% of the total costs to develop a DC Plan, which in the case of the BARR DC Plan amounts to a grant of up to \$200,000. The District's grant application to Reclamation will request \$200,000 in WaterSMART DC Plan grant funds to prepare the BARR DC Plan. The remaining cost to develop the BARR DC Plan will be provided by the BARR Partner Agencies;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the East Bay Municipal Utility District does hereby authorize the General Manager to take all actions necessary to submit a grant application to Reclamation to request a \$200,000 WaterSMART Drought Contingency



Planning Grant, in a form approved by the Office of General Counsel, to help fund the preparation of the Bay Area Regional Reliability Drought Contingency Plan and to submit as part of the application, as required, a certified copy of this Resolution as evidence of such authorization.

BE IT FURTHER RESOLVED that if the District is offered such grant funding from Reclamation, the General Manager shall review the terms and conditions of the funding agreement and, subject to the approval of the agreement as to form by the Office of General Counsel, the General Manager is hereby authorized to execute said funding agreement and accept the funds.

ADOPTED this 23<sup>rd</sup> day of June, 2015 by the following vote:

AYES: Directors Coleman, Katz, Linney, McIntosh,  
Patterson, Young, and President Mellon.

NOES: None.

ABSENT: None.

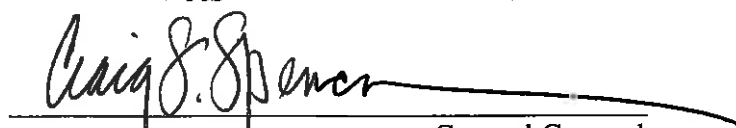
ABSTAIN: None.

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

APPROVED AS TO FORM AND PROCEDURE:

  
\_\_\_\_\_  
General Counsel

## 12 Appendix C: Memorandum of Agreement

**MEMORANDUM OF AGREEMENT  
BETWEEN**

**THE ALAMEDA COUNTY WATER DISTRICT  
THE ALAMEDA COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT - ZONE 7  
CITY & COUNTY OF SAN FRANCISCO PUBLIC UTILITIES COMMISSION  
(With the BAY AREA WATER SUPPLY AND CONSERVATION AGENCY)  
CONTRA COSTA WATER DISTRICT  
EAST BAY MUNICIPAL UTILITY DISTRICT  
MARIN MUNICIPAL WATER DISTRICT  
AND  
SANTA CLARA VALLEY WATER DISTRICT**

**TO**

**PARTICIPATE IN THE BAY AREA REGIONAL RELIABILITY PLAN**

THIS MEMORANDUM OF AGREEMENT ("Agreement"), made in the State of California on this 24 day of June, 2015, is by and between the Alameda County Water District ("ACWD"), the Alameda County Flood Control and Water Conservation District - Zone 7 ("Zone 7 Water Agency" or "Zone 7"), City & County of San Francisco acting by and through the Public Utilities Commission ("SFPUC"), the Bay Area Water Supply and Conservation Agency ("BAWSCA"), Contra Costa Water District ("CCWD"), East Bay Municipal Utility District ("EBMUD"), Marin Municipal Water District ("MMWD"), and Santa Clara Valley Water District ("SCVWD") referred collectively herein as the "Parties" and singularly as a "Party".

This AGREEMENT sets forth the respective roles and responsibilities of ACWD, Zone 7, SFPUC, BAWSCA, CCWD, EBMUD, MMWD, and SCVWD in regard to the Bay Area Regional Reliability Plan (hereinafter referred to as "BARR Plan").

**RECITALS**

1. WHEREAS, the Parties own and operate independent water systems that collectively serve the needs of over 6 million residents and businesses in the San Francisco Bay Region; and
2. WHEREAS, the Parties recognize that integrated utilization of capacity in existing infrastructure and new interconnections or facilities may provide water supply reliability and/or water quality benefits to multiple agencies or other regional partners and the public and businesses we all serve; and

3. WHEREAS, the Parties have approved a set of foundational principles related to Regional Reliability as provided in Attachment 1; and

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the Parties herein expressed, the Parties agree as follows:

## **1. PREAMBLE**

The Parties have agreed to work cooperatively to address water supply reliability concerns and drought preparedness on a mutually beneficial and regionally focused basis. Near- and long-term joint water supply reliability projects may be evaluated, including but not limited to, use of capacity of existing facilities, changes to infrastructure including new interconnections, recycled water, water conservation, expanded treatment, regional desalination, water transfers and exchanges, and other projects or institutional arrangements that encourage a regional approach to achieving water supply reliability in the Bay Area. The Parties have agreed to conduct Regional Partnership activities, including the preparation of a BARR Plan, in an inclusive manner that encourages voluntary participation by the Parties as well as other interested persons or organizations to improve water supply reliability in the Bay Area. The Parties also understand that some of the projects and concepts that could be evaluated as part of the BARR Plan may move forward in parallel with or completely outside of this effort, and that it is not the intention of this agreement to prohibit such projects from moving forward.

## **2. DEFINITIONS**

- a) “BARR” - Bay Area Regional Reliability.
- b) “BARR Plan” – the Bay Area Regional Reliability Plan.
- c) “CEQA” - the California Environmental Quality Act
- d) “Consensus Agreement” - Agreements that require the approval of all Parties.
- e) “Consultant” - A consulting firm, engineering firm, construction contractor, public outreach firm or mediation firm retained to provide services for the BARR Plan.
- f) "Contract" - Contract between the Contracting Entity, as designated by the Parties, and a Consultant that will be utilized for preparing the BARR Plan.
- g) “Contracting Entity” - the specific Party who will serve as the entity that enters into a contract with a Consultant hired to prepare the BARR Plan.
- h) “ESA” - Endangered Species Act

- i) “NEPA” - National Environmental Policy Act
- j) “Project Implementation” – Future work, possibly including the implementation possible project elements of BARR, that may require environmental analysis, permitting, pre-design, design, and construction.
- k) “Project Staff Time” - Staff and management time from one or more Party that is necessary for conducting the general project management and other duties as assigned under this Agreement.
- l) “Regional Facility or System Interties” - One or more facilities or interties between two neighboring agencies used to meet the needs of one or more of the Parties for supplemental water during extended droughts, emergencies and/or periods when major facilities are taken out of service for maintenance or repairs, and contract delivery reductions.

### **3. TERM**

- a) This Agreement shall become effective upon its execution by the Parties.
- b) This Agreement will terminate on December 31, 2018 or when all obligations under this Agreement have been performed, whichever occurs first, unless this Agreement is cancelled pursuant to Article 11, Cancellation.
  - i. Payment obligations under Article 8, Cost Sharing and Payment, and Article 11, Cancellation, shall survive discharge or termination of this Agreement until obligations are satisfied.

### **4. PURPOSE**

The purpose of this Agreement is to:

- a) Define the roles and responsibilities of each Party for preparing the BARR Plan. All work associated with BARR Plan is to be conducted in accordance with the Agreement.
- b) Establish the guidelines and principles for cost sharing between the partners.
- c) Establish procedures for incurring costs such as contracting and payment of consultants.
- d) Establish procedure for seeking reimbursement from the other Parties of costs incurred by a Party for payment of consultants.

## **5. WORK TO BE PERFORMED**

The BARR Plan will be developed with the cooperative input from the Parties and a hired consultant. The BARR Plan will be consistent with the BARR principles (Attachment 1) and with grant funding requirements as applicable. As provided in Section 7 of this Agreement, the Parties will designate a Party to be the Contracting Entity to enter into an agreement with a consultant for preparation of the BARR Plan. Work to be performed by Party staff is described in Section 7 and Attachment 2 of this Agreement. The Parties acknowledge that work performed on individual projects or concepts that could be evaluated as part of the BARR Plan but yet move forward in parallel with or completely outside of this effort are not subject to the terms of this Agreement,

## **6. REGULATORY APPROVALS, ENVIRONMENTAL APPROVALS, ENVIRONMENTAL COMPLIANCE AND ENVIRONMENTAL REVIEWS**

The Parties agree that the work contemplated in this Agreement, as it involves the preparation of the BARR Plan, is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines and is similarly exempt from NEPA and ESA.

## **7. RESPONSIBILITIES OF THE PARTIES**

The Parties shall have unique responsibilities identified in Attachment 2, and will provide a funding commitment that can be used for cost reimbursements in the amounts shown in Attachment 3.

General responsibilities of all Parties are as follows:

- a) Work cooperatively to develop the BARR Plan.
- b) Commit staff time to work with staff from other Parties and the selected consultant in conducting the BARR Plan.
- c) Share relevant engineering, permitting, regulatory and operational information regarding its own facilities and permits with other Parties for the benefit of the BARR Plan preparation.
- d) Provide access to facilities and operational data that may be needed for developing BARR Plan (such as intakes, aqueducts and pumping plants, treatment plants, interties, etc.). If needed, commit staff time to conduct necessary analysis of its own facilities, permits, operational data, procedures or requirements, or any other data needed for BARR Plan consideration and share the information with



other Parties. Access to facilities will be consistent with, and will follow, the facility owner's standard safety and notification requirements.

- e) Provide engineering oversight and review of BARR Plan work products.
- f) Conduct general work that is needed to advance the BARR Plan development. These efforts may include State and Federal grant application and grant administration support, website update, and outreach.
- g) Accept that, if one or more of the Parties choose to move forward individual projects and concepts also being evaluated as part of the BARR Plan, those individual projects and concepts are not subject to the terms of this Agreement.

The Parties hereby designate EBMUD as the Contracting Entity under this Agreement. The Contracting Entity shall be responsible for entering into a contract with a Consultant to prepare the BARR Plan. The Contracting Entity shall conduct a consultant procurement process that satisfies its own internal consultant procurement policies/criteria and includes all Parties in the selection of a Consultant. All Parties will have equal representation in the selection process. Once a Consultant is selected by the Parties, and only after the Parties have funded the BARR Plan preparation effort as provided in Section 8 of this Agreement, shall the Contracting Entity enter into a contract with the Consultant on behalf of the Parties.

The Contracting Entity shall conduct all consultant administrative and management duties including receiving and verifying Consultant invoices. Invoices received from the Consultant will be sent to the other Parties for approval. Consultants will be paid in accordance with the Contracting Entity's internal process after the invoices are approved by other Parties. Approval of the invoice will be assumed if no comments or disputes are received from any individual Party within five (5) working days of when said Party received a copy of the invoice. If there are disputes, the Contracting Entity will take necessary actions that are developed through Consensus Agreement to resolve them with the Consultant. If the disputes cannot be resolved within a reasonable time, and the Contracting Entity is obligated to pay the Consultant charges, the costs will be shared equally by the Parties.

- a) Each Party shall provide one staff member to serve on the Panel assembled to select a BARR Plan preparation Consultant. The Parties agree that the selected consultant will be determined by a vote of the Panel, and further that the selected consultant will be based on the one that receives the most votes.
- b) Each Party shall allow the Party assigned as the Contracting Entity to negotiate the selected Consultant's budget and hold all managerial and administrative responsibilities regarding the management of the selected Consultant.

- c) Consultants hired on behalf of the Parties shall be required to indemnify all Parties and name all Parties as insured in the contract with the Contracting Entity.
- d) The Contracting Entity shall invoice other Parties in a timely manner for their share of the consultant services as billed. Invoices will include details of hours worked and tasks completed. As detailed in Article 8 c), invoices shall be provided as informational documentation, although payment of Contractor invoices shall be made solely by the Contracting Entity.
- e) Parties shall promptly review invoices for approval upon receipt of information from other Parties. Report disputes to the responsible Party within five (5) working days of receipt of the invoices. Cooperate with other Parties in resolving disputes.
- f) All Parties will cooperate to resolve any payment/cost-sharing/accounting issues.

## **8. COST SHARING AND PAYMENT**

The Parties agree that the total member agency financial contribution toward the preparation of the BARR Plan shall not exceed \$400,000. The Parties intend to apply for grant funding to assist with the cost of developing the BARR Plan. The balance of the monies remaining following the completion of the BARR Plan shall be returned to the Parties. Each Party shall pay the Contracting Entity an equal share of the \$400,000 financial commitment, or \$50,000 per Party, as specified in Attachment 3 of this Agreement. In the event that anticipated grant funding is not obtained or if the BARR Plan cannot be completed for a cost of the total funding compiled, the Parties shall meet to discuss, and develop agreement on an amendment including the scope of work, schedule and additional funding needed to complete the BARR Plan. Work will not proceed unless an amendment is completed. Cost reimbursement is based on the following principles:

- a) The Contracting Entity will collect the up-front financial contribution as noted herein. No Consultant contracting shall take place prior to collection of funds.
- b) Up-front shares are to be kept in a separate account by the Contracting Entity and are to be used to cover Consultant invoices.
- c) Agency staff time as incurred by one or more Party to this Agreement is not reimbursable.
- c) The Contracting Entity will provide each Consultant invoice received to each Party as a means to record work progress, share budgetary status, and identify any disputes as detailed in Article 7.d).
- d) If, as based on the proposed Consultant's budget as compared with the total funding collected, there are monies remaining, those monies shall be considered as

contingency funds. Parties must develop a Consensus Agreement before being able to access any contingency funds. Contingency funds may be used to pay for cost-overruns.

- f) If there is a cost overrun by the Consultant, the Parties will be contacted and a proposed response or remedy identified. The Consultant's contract will clearly state that budget overruns will not be reimbursed without the express agreement of the Parties.
- f) Within ninety days following the completion of all work described in this Agreement, a cost true-up will be completed by Contracting Entity to determine the actual costs for the BARR Plan. If the actual costs add up to less than that estimated in Attachment 3, the Contracting Entity will refund each Party its proportionate share of the unused funds or, if the Parties subsequently agree to proceed with follow-up BARR work or activities, the unused funds may be expended on such efforts.

No work on the BARR Plan shall commence until this Agreement has been executed by all Parties. If a single Party chooses to terminate their participation under the terms of this Agreement they will remain financially responsible for their contribution as detailed in Article 11, Cancellation.

## **9. HOLD HARMLESS, INDEMNIFICATION AND REMEDIES**

To the extent permitted by State law, each Party will indemnify, defend and hold all other Parties and their directors, officers, agents, and employees safe and harmless from any and all claims, suits, judgments, damages, penalties, costs, expenses, liabilities and losses (including without limitation, sums paid in settlement of claims, actual attorneys' fees, paralegal fees, consultant fees, engineering fees, expert fees and any other professional fees) that arise from or are related in any way to each Party's, its associates', employees', subconsultants', or other agents' negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance of this Agreement.

Notwithstanding the preceding paragraph, where more than one Party is named in a suit challenging the BARR Plan, or made subject to a claim or penalty regarding the same, the Parties shall coordinate and undertake a joint defense, utilizing a joint defense Agreement to the extent possible, subject to the approval of the Parties. Each Party to this Agreement agrees that, to the greatest extent practicable, it shall cooperate in such defense and execute any waivers and/or tolling Agreements that may be necessary in order to provide for a single joint defense of such a suit, claim, or imposition of penalty. Any communications between and/or among the Parties and any of their respective consultants and attorneys engaged in the joint defense shall be privileged as joint defense communications. Work performed during the joint defense by Consultants or attorneys, to the extent allowed by law, shall be considered attorney work product. Nothing in this paragraph is intended to require a joint defense under circumstances where it would be legally impermissible or under circumstances where it is wholly impractical.

## **10. DISPUTES**

Any claim that a Party may have against another Party or Parties regarding the performance of this Agreement including, but not limited to, claims for compensation will be submitted to the other Party or Parties. Parties will attempt to negotiate a resolution of such claim and if necessary process an amendment to this Agreement or a settlement agreement to implement the terms of any such resolution.

## **11. CANCELLATION**

If an individual Party elects to terminate its participation in this Agreement or in the BARR Plan, it may do so by delivering to each remaining Party a written notice of intention to terminate. Termination shall take effect five days following the receipt of notice by the other Parties. Termination of a Party from this Agreement shall not terminate this Agreement. No portion of the terminating Party's \$50,000 provided under this Agreement for use in preparing the BARR Plan shall be refunded to the terminating Party. If the staff of the terminating Party was providing a service to the Parties as detailed in Attachment 2, it shall be the responsibilities of the remaining Parties to assume that role or roles.

## **12. MAINTENANCE AND INSPECTION OF BOOKS, RECORDS, AND REPORTS**

All Parties will, upon reasonable advance written notice, make available for inspection to the other Parties all records, books and other documents directly relating to the BARR Plan as well as any other work related to water supply institutional arrangements and Agreements that are required for conducting the BARR Plan. Prior to release of information other than in response to a Public Records Act request, a subpoena, or court order, all draft information has to be approved by all Parties for finalization and release.

## **13. AGREEMENT NOT A PRECEDENT**

The Parties intend that the provisions of this Agreement will not bind the Parties as to the provisions of any future agreement between them. This Agreement was developed specifically for the specified Agreement term.

## **14. NOTICES**

Any notice, demand, or request made in connection with this Agreement must be in writing and will be deemed properly served if delivered in person or sent by United States mail, postage prepaid, to the addresses specified in Attachment 4, Notices.

**15. MODIFICATION**

This Agreement may be modified only upon the mutual written consent of the Parties.

**16. NO THIRD-PARTY BENEFICIARIES**

No third-party beneficiaries are intended or created by this Agreement.

**17. SEVERABILITY**

If any term or provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other provision, which will remain in full force and effect.

**18. COMPLETE AGREEMENT**

Other than as specified herein, no document or communication passing between the Parties to this Agreement will be deemed to be part of this Agreement.

**19. ASSIGNMENT**

This Agreement is not assignable either in whole or in part, except upon mutual written consent of the Parties.

**20. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by all Parties. Waiver by any Party of the default, breach or condition precedent, shall not be constructed as a waiver of any other default, breach or condition precedent, or any right hereunder.

**21. SUCCESSORS**

This Agreement shall bind the successors of the Parties in the same manner as if they were expressly named.

## **22. INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by all Parties, and its individual provisions shall not be construed or interpreted more favorably for one Party on the basis that the other Parties prepared it.

## **23. INTEGRATION**

This Agreement represents the entire understanding of the Parties as those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder.

## **24. TIME OF THE ESSENCE**

Time is of the essence in this Agreement.

## **25. WAIVER**

The waiver at any time by any Party of its right with respect to default or other matter arising in connection with this Agreement will not be deemed a waiver by that Party with respect to any subsequent default or matter.

## **26. GOVERNING LAW**

This Agreement is governed by and will be interpreted in accordance with the laws of the State of California.

## **27. COUNTERPART**


This Agreement may be executed in counterpart. Facsimile and electronic signatures shall be binding.



IN WITNESS WHEREOF, the Parties hereto have executed the Agreement to be effective on the date first above written.

**EAST BAY MUNICIPAL UTILITY DISTRICT**

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CRAIG S. SPENCER  
General Counsel

  
\_\_\_\_\_  
ALEXANDER R. COATE  
General Manager

## **ATTACHMENT 1**

### **Guiding Principles for Bay Area Regional Reliability Partnership Development**

**Alameda County Water District  
Contra Costa Water District  
East Bay Municipal Utility District  
Marin Municipal Water District  
San Francisco Public Utilities Commission  
(with the Bay Area Water Supply and Conservation Agency)  
Santa Clara Valley Water District  
Zone 7 Water Agency**

The purpose of these principles is to memorialize the mutual willingness of the Bay Area's largest public water agencies to develop regional solutions to improve the water supply reliability for over 6 million area residents and the thousands of businesses and industries located in the area. The Bay Area Regional Water Supply Reliability Partnership ("Regional Partnership") would enable Bay Area agencies to work cooperatively to address water supply reliability concerns on a mutually beneficial and regionally focused basis.

\*\*\*\*\*

Whereas, the Alameda County Water District, Contra Costa Water District, East Bay Municipal Utility District, Marin Municipal Water District, San Francisco Public Utilities Commission (with the Bay Area Water Supply and Conservation Agency), Santa Clara Valley Water District, and Zone 7 Water Agency (referred collectively herein as the "Parties") own and operate independent water systems that collectively serve the needs of over 6 million residents and businesses in the San Francisco Bay Region, and

Whereas, the Parties recognize that integrated utilization of capacity in existing infrastructure and new interconnections or facilities may provide water supply reliability and/or water quality benefits to multiple agencies or other regional partners and the public we all serve, and

Whereas, recognizing the potential for mutual and regional benefits, the Parties agree to these principles for cooperative pursuit of short and long-term projects for water supply and/or water quality benefits which look first to maximize the use of existing infrastructure of each agency and may eventually include additional joint facilities to assist in providing region-wide water supply reliability and/or water quality benefits.

Therefore, in consideration of the recitals and mutual obligations, the Parties wish to establish a set of foundational principles that will guide any future partnership development as follows:

- Parties will participate in the evaluation of near- and long-term joint water supply reliability projects including, but not limited to, use of capacity of existing facilities, changes to infrastructure including new interconnections, recycled water, water

conservation, expanded treatment, regional desalination, water transfers and exchanges, and other projects or institutional arrangements that encourage a regional approach to achieving water supply reliability in the Bay Area.

- Parties will conduct Regional Partnership activities in an inclusive manner that encourages voluntary participation by the Parties as well as other interested persons or organizations.
- A specific project or activity does not have to involve all signatories of this Regional Partnership document but it is expected that each Party would endeavor to communicate planning efforts initiated by two or more Parties to improve water supply reliability including water transfers, wheeling agreements, interties and additional water supply infrastructure improvements.
- Partnerships are expected to result in betterment for the public served by the agencies involved and be conducted in a manner that does not adversely affect any of the Parties. Parties will not undertake Bay Area regional projects or activities that may impact the conditions within the service area of another Party without first obtaining that Party's approval.
- Parties will strive to achieve equitable cost- and risk-sharing for future projects or concepts commensurate with the benefits to be received.
- Parties agree to transparency with regard to costs and the expectation is that actual costs will be used in determining reimbursements unless another acceptable arrangement is determined by the participants.
- To the extent a partnership relies on regional, state or federal grant money to evaluate regional reliability, the grant recipients will work with the Parties to determine how priorities for regional reliability are balanced against other individual agency priorities.
- Parties agree to coordinate prior to characterization and evaluation of facilities, water rights, or water contracts owned by another Party.
- Parties undertaking specific projects identified through the Regional Partnership will cooperate in and, to the extent applicable, facilitate efforts to obtain regulatory approvals necessary to conduct demonstration and full scale projects.

## ATTACHMENT 2

### WORK TO BE PERFORMED BY AGENCY STAFF

Work by agency staff is necessary to prepare the BARR Plan. The table below briefly details the task(s) assigned to specific Parties:

<b>AGENCY</b>	<b>WORK ASSIGNMENT</b>
Alameda County Water District	Adhere to the General Responsibilities as Defined in Article 7 of the Agreement
Alameda County Flood Control and Water Conservation District – Zone 7	Adhere to the General Responsibilities as Defined in Article 7 of the Agreement
Bay Area Water Supply and Conservation Agency	Adhere to the General Responsibilities as Defined in Article 7 of the Agreement
Contra Costa Water District	Adhere to the General Responsibilities as Defined in Article 7 of the Agreement Lead in Grant / Funding Application Efforts
East Bay Municipal Utility District	Adhere to the General Responsibilities as Defined in Article 7 of the Agreement Act as the Lead Agency of Behalf of the Parties for BARR Plan preparation, including serving as the administering agency on behalf of the Parties for grant / funding awards
Marin Municipal Water District	Adhere to the General Responsibilities as Defined in Article 7 of the Agreement
San Francisco Public Utilities Commission	Adhere to the General Responsibilities as Defined in Article 7 of the Agreement
Santa Clara Valley Water District	Adhere to the General Responsibilities as Defined in Article 7 of the Agreement

ATTACHMENT 3  
FUNDING COMMITMENT

AGENCY TYPE	AGENCY	COMMITMENT (\$)
LOCAL BAY AREA WATER AGENCY	Alameda County Water District	\$50,000
	Alameda County Flood Control and Water Conservation District – Zone 7	\$50,000
	Bay Area Water Supply and Conservation Agency	\$50,000
	Contra Costa Water District	\$50,000
	East Bay Municipal Utility District	\$50,000
	Marin Municipal Water District	\$50,000
	San Francisco Public Utilities Commission	\$50,000
	Santa Clara Valley Water District	\$50,000
<b>TOTAL</b>	--	<b>\$400,000</b>

Note that additional funding for this effort is currently being sought. Any funds as may be secured shall be used in addition to, versus in substitution of, funding as provided by Partner Agencies.

**ATTACHMENT 4****NOTICES**

Any notice, demand, or request made in connection with this Agreement must be in writing and will be deemed properly served if delivered in person or sent by United States mail, postage prepaid, to the addresses specified below:

<b>AGENCY</b>	<b>SIGNATORY AUTHORITY</b>	<b>DELEGATED PROJECT CONTACT</b>	<b>MAILING ADDRESS AND PHONE NUMBER OF DELEGATED CONTACT</b>
Alameda County Water District	Robert Shaver	Thomas Niesar	Alameda County Water District 43885 S. Grimmer Blvd Fremont, CA 94538
Alameda County Flood Control and Water Conservation District – Zone 7	Jill Duerig	Amparo Flores	100 North Canyons Parkway Livermore, CA 94551
Bay Area Water Supply and Conservation Agency	Nicole Sandkulla	Michael Hurley	155 Bovet Road, Suite 650 San Mateo, California 94402
Contra Costa Water District	Jerry Brown	Maureen Martin	P.O. Box H <sub>2</sub> O Concord, CA 94524
East Bay Municipal Utility District	Alexander R. Coate	Thomas Francis	East Bay Municipal Utility District P.O. Box 24055 Oakland, CA 94623-1055
Marin Municipal Water District	Krishna Kumar	Thomasin Grim	220 Nellen Ave Corte Madera, CA 94925
San Francisco Public Utilities Commission	Michael Carlin	Manisha Kothari	San Francisco Public Utilities Commission 525 Golden Gate Avenue San Francisco, CA 94102
Santa Clara Valley Water District	Beau Goldie	Tracy Hemmeter	Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA 95118



## 13 Appendix D: Federal Indirect Cost Memo



# United States Department of the Interior

INTERIOR BUSINESS CENTER  
Indirect Cost Services  
2180 Harvard Street, Suite 430  
Sacramento, CA 95815



August 22, 2014

Mr. D. Scott Klein, Controller  
East Bay Municipal Utility District  
375 Eleventh Street, Mail Slot 402  
Oakland, CA 94607

Dear Mr. Klein:

Enclosed is the signed original negotiated indirect cost rate agreement that was processed by our office. If you have any questions concerning this agreement, please refer to the signature page for the name and contact number of the negotiator.

As a recipient of federal funds, you are required to submit Indirect Cost Proposals on an annually basis. Proposals are due within 6 months after the close of your fiscal year end and are processed on a first-in, first-out basis.

**Common fiscal year end dates and proposal due dates are listed below:**

Fiscal Year End Date	Proposal Due Date
September 30 <sup>th</sup>	March 31 <sup>st</sup>
December 31 <sup>st</sup>	June 30 <sup>th</sup>
June 30 <sup>th</sup>	December 31 <sup>st</sup>

Please visit our Web site at [http://www.doi.gov/ibc/services/Indirect\\_Cost\\_Services](http://www.doi.gov/ibc/services/Indirect_Cost_Services) for guidance and updates on submitting future indirect cost proposals. The website includes helpful tools such as a completeness checklist, indirect cost and lobbying certificates, sample proposals, excel worksheet templates, and links to other Web sites.

Sincerely,

  
Deborah A. Moberly  
Office Chief

Enclosure

cc: Wilson Orvis, Grants Management Analyst, BOR

Ref: J:\States & Local Gov\Local Gov't & Water Districts\East Bay Municipal Utility District (Ebmuw733)\FY 13F 15P\Ebmu-IssueLtr.FY13F 15P.doc

**State and Local Governments  
Indirect Cost Negotiation Agreement**

EIN: 94-6000590

**Organization:**

East Bay Municipal Utility District  
375 Eleventh Street, Mail Slot 402  
Oakland, CA 94607

**Date:** August 22, 2014

**Report No(s) .:** 14-A-1039(13F)  
14-A-1040(15P)

**Filing Ref.:**

Last Negotiation Agreement  
dated April 23, 2013

The indirect cost rates contained herein are for use on grants, contracts, and other agreements with the Federal Government to which 2 CFR 225 (OMB Circular A-87) applies, subject to the limitations in Section II.A. of this agreement. The rates were negotiated by the U.S. Department of the Interior, Interior Business Center, and the subject organization in accordance with the authority contained in 2 CFR 225.

**Section I: Rates**

Type	Effective Period		Rate*	Locations	Applicable
	From	To			To
Final	07/01/12	06/30/13	20.83%	All	All Programs
Provisional	07/01/14	06/30/15	20.83%	All	All Programs

**\*Base:** Total direct costs, less capital expenditures and passthrough funds.

**Treatment of fringe benefits:** Fringe benefits applicable to direct salaries and wages are treated as direct costs; fringe benefits applicable to indirect salaries and wages are treated as indirect costs.

**Section II: General**

Page 1 of 3

**A. Limitations:** Use of the rate(s) contained in this agreement is subject to any applicable statutory limitations. Acceptance of the rate(s) agreed to herein is predicated upon these conditions: (1) no costs other than those incurred by the subject organization were included in its indirect cost rate proposal, (2) all such costs are the legal obligations of the grantee/contractor, (3) similar types of costs have been accorded consistent treatment, and (4) the same costs that have been treated as indirect costs have not been claimed as direct costs (for example, supplies can be charged directly to a program or activity as long as these costs are not part of the supply costs included in the indirect cost pool for central administration).

**B. Audit:** All costs (direct and indirect, federal and non-federal) are subject to audit. Adjustments to amounts resulting from audit of the cost allocation plan or indirect cost rate proposal upon which the negotiation of this agreement was based will be compensated for in a subsequent negotiation.

**C. Changes:** The rate(s) contained in this agreement are based on the organizational structure and the accounting system in effect at the time the proposal was submitted. Changes in organizational structure, or changes in the method of accounting for costs which affect the amount of reimbursement resulting from use of the rate(s) in this agreement, require the prior approval of the responsible negotiation agency. Failure to obtain such approval may result in subsequent audit disallowance.

**D. Rate Type:**

1. **Fixed Carryforward Rate:** The fixed carryforward rate is based on an estimate of the costs that will be incurred during the period for which the rate applies. When the actual costs for such periods have been determined, an adjustment will be made to the rate for future periods, if necessary, to compensate for the difference between the costs used to establish the fixed rate and the actual costs.

2. **Provisional/Final Rates:** Within 6 months after year end, a final indirect cost rate proposal must be submitted based on actual costs. Billings and charges to contracts and grants must be adjusted if the final rate varies from the provisional rate. If the final rate is greater than the provisional rate and there are no funds available to cover the additional indirect costs, the organization may not recover all indirect costs. Conversely, if the final rate is less than the provisional rate, the organization will be required to pay back the difference to the funding agency.

3. **Predetermined Rate:** The predetermined rate contained in this agreement is based on estimated costs which will be incurred during the period for which the rate applies and is normally not subject to subsequent carry-forward adjustments. However, if material changes occur in the grantee/contractor's cost structure, adjustments to the rate may be necessary to compensate for the effects of such changes.

**E. Agency Notification:** Copies of this document may be provided to other federal offices as a means of notifying them of the agreement contained herein.

**F. Record Keeping:** Organizations must maintain accounting records that demonstrate that each type of cost has been treated consistently either as a direct cost or an indirect cost. Records pertaining to the costs of program administration, such as salaries, travel, and related costs, should be kept on an annual basis.

**G. Reimbursement Ceilings:** Grantee/contractor program agreements providing for ceilings on indirect cost rate(s) or reimbursement amounts are subject to the ceilings stipulated in the contract or grant agreements. If the ceiling rate is higher than the negotiated rate in Section I of this agreement, the negotiated rate will be used to determine the maximum allowable indirect cost.

**H. Use of Other Rate(s):** If any federal programs are reimbursing indirect costs to this grantee/contractor by a measure other than the approved rate(s) in this agreement, the grantee/contractor should credit such costs to the affected programs, and the approved rate should be used to identify the maximum amount of indirect cost allocable to these programs.

**I. Central Service Costs:** Where central service costs are estimated for the calculation of indirect cost rate(s), adjustments will be made to reflect the difference between provisional and final amounts.

**J. Other:**

1. The purpose of an indirect cost rate is to facilitate the allocation and billing of indirect costs. Approval of the indirect cost rate does not mean that an organization can recover more than the actual costs of a particular program or activity.

2. Programs received or initiated by the organization subsequent to the negotiation of this agreement are subject to the approved indirect cost rate if the programs receive administrative support from the indirect cost pool. It should be noted that this could result in an adjustment to a future rate.

3. New indirect cost proposals are necessary to obtain approved indirect cost rate(s) for future fiscal or calendar years. The proposals are due in our office 6 months prior to the beginning of the year to which the proposed rate(s) will apply.

**Section III: Acceptance**

Listed below are the signatures of acceptance for this agreement:

By the State & Local Government:

East Bay Municipal Utility District  
State/Local Government

 /s/  
Signature

D. Scott Klein  
Name (Type or Print)

Controller  
Title

8-19-14  
Date

By the Cognizant Federal Government  
Agency:

U.S. Department of the Interior  
Agency

 /s/  
Signature

Deborah A. Moberly  
Name

Office Chief  
Office of Indirect Cost Services  
Title

U.S. Department of the Interior  
Interior Business Center  
Agency

**AUG 22 2014**

Date  
Negotiated by Mark W. Stout  
Telephone (916) 566-7270







Project Congressional Districts:

2, 5, 7, 9, 10, 11, 13, 14, 15, 17, 18, 19