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## State Water Resources Control Board

June 14, 2024

City of San Pablo  
Attn: Matt Rodriguez, City Manager  
1000 Gateway Avenue  
San Pablo, CA 94806

Agreement Number: D2112149

Please review, and if appropriate, electronically sign the signature page of the Amendment via Adobe Sign. Once electronically signed, the Agreement will be routed automatically to the next signer. You will automatically receive a copy of the fully executed Agreement via Adobe Sign once the final signer has signed. This Agreement cannot be considered binding by either party until executed by the State Water Resources Control Board (State Water Board).

**PLEASE NOTE: VERY IMPORTANT TO SUCCESSFUL GRANT COMPLETION**  
*Project funding may be jeopardized by not responding to this letter in a timely manner. If you cannot comply with the ten (10) day turnaround, you must notify us by e-mail immediately with the reason for the delay and an approximate date when you will be able to comply. Your immediate attention and compliance with the request(s) in this letter is greatly appreciated.*

If you have any questions, please contact Cassandra Fujii, [Cassandra.Fujii@waterboards.ca.gov](mailto:Cassandra.Fujii@waterboards.ca.gov), (916) 322-6223.

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E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 | [www.waterboards.ca.gov](http://www.waterboards.ca.gov)



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STORM WATER  
GRANT

AGREEMENT NO. D2112149

**AMENDMENT 1**

by and between

CITY OF SAN PABLO ("Recipient")

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board")

for the purpose of the

SUTTER AVENUE GREEN STREET PROJECT ("Project")

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Section 79747 of the Water Code, and Resolution No. 2019-0059.

PROJECT FUNDING AMOUNT: ~~\$1,560,000~~ **\$2,972,860**

MATCH CONTRIBUTION: ~~\$390,000~~ **\$621,500**

ESTIMATED REASONABLE PROJECT COST: ~~\$3,838,000~~ **\$5,354,360**

ELIGIBLE WORK START DATE: OCTOBER 1, 2021

WORK COMPLETION DATE: ~~MARCH 31, 2024~~ **JULY 31, 2025**

FINAL REIMBURSEMENT REQUEST DATE: ~~APRIL 30, 2024~~ **AUGUST 31, 2025**

RECORDS RETENTION END DATE: ~~MARCH 31, 2060~~ **JULY 31, 2061**

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**This Agreement executed by the State Water Board on October 24, 2022, is hereby amended and restated, to revise the cover page, the Agreement and Exhibit A and B (deletions shown as stricken and revisions bold and underlined). Except as noted herein all other terms and conditions shall remain the same. Please note, page numbers may have changed.**

1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:
  - EXHIBIT A – SCOPE OF WORK AND SCHEDULE
  - EXHIBIT B – FUNDING TERMS
  - EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV
  - EXHIBIT D – SPECIAL CONDITIONS
2. Party Contacts during the term of this Agreement are:

State Water Board		City of San Pablo	
Section:	Division of Financial Assistance		
Name:	Angie Noorda, Project Manager	Name:	Allan Panganiban, Project Director
Address:	1001 I Street, 17th Floor	Address:	1000 Gateway Avenue
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	San Pablo, CA 94806
Phone:	(916) 319-9226	Phone:	(510) 215-3062
Email:	Angie.Noorda@waterboards.ca.gov	Email:	allanp@sanpabloca.gov

Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.


3. Conditions precedent to this Agreement are set forth as follows:
  - (a) The Recipient must deliver to the Division a resolution authorizing this Agreement and identifying its authorized representative by title.
4. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:
  - (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.
  - (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

- (c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, and professional liability.
  - (d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.
- 5. This Agreement, and any amendments hereto, may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement, and any amendments hereto, either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, this Agreement **Amendment** has been executed by the parties hereto.

CITY OF SAN PABLO:

STATE WATER RESOURCES  
CONTROL BOARD:

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

Name: Matt Rodriguez  
Title: City Manager

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

Name: Joe Karkoski  
Title: Deputy Director  
Division of Financial Assistance

Date: **Jun 26, 2024** \_\_\_\_\_

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

## EXHIBIT A – SCOPE OF WORK AND SCHEDULE

### A.1 PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of the Recipient and has a Useful Life of at least twenty (20) years. The funding under this Agreement shall be used for the purpose of constructing stormwater best management practices along Sutter Avenue to reduce street flooding and pollutant-loading in Wildcat Creek, a 303(d) listed water body.

### A.2 SCOPE OF WORK.

The Recipient agrees to do the following:

1. Project Management
  - 1.1 Provide all technical and administrative services as needed for Project completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
  - 1.2 Notify the Project Manager at least fifteen (15) working days in advance of upcoming meetings, workshops, and trainings.
  - 1.3 Develop and update appropriately a detailed Project schedule, including key Project milestones, and submit to the Project Manager.
  - 1.4 Conduct periodic and final site visits with the Project Manager.
  - 1.5 Conduct pre-, during, and post-construction photo monitoring at the Project site and submit to the Project Manager.
2. General Compliance Requirements/Project Effectiveness and Performance
  - 2.1 Submit Global Positioning System (GPS) information for project site(s) and monitoring location(s) for this Project to the Project Manager. Submittal requirements for GPS data are available at: [http://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/grant\\_info/docs/gps.pdf](http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/docs/gps.pdf).
  - 2.2 Prepare and submit an updated Project Assessment and Evaluation Plan (PAEP) which describes the manner in which the Project performance will be assessed, evaluated, and reported to the Project Manager for approval. The PAEP shall detail the methods of measuring and reporting Project benefits. Implementation of any

monitoring and performance assessment and/or evaluation actions shall not occur prior to PAEP approval by the Project Manager.

- 2.3 Measure, evaluate, and document Project performance based on the effectiveness criteria in the approved PAEP. Include results of the performance assessment, along with any supporting data and analysis, in the associated quarterly progress report and the Final Project Report.

### 3. Environmental Compliance and Permitting

Project Funds will not be disbursed until California Environmental Quality Act (CEQA) documents, permitting, access negotiations and other required approvals are complete.

- 3.1 Complete documentation required under the CEQA for the proposed implementation project. Take all required steps to prepare, circulate, and certify the required CEQA document(s).
  - 3.1.1 Submit the draft CEQA document to the Project Manager for comment, if applicable.
  - 3.1.2 Submit the final CEQA document to the Project Manager.
  - 3.1.3 Obtain written environmental clearance from the Project Manager confirming the State Water Board has made its own environmental findings and concurred that implementation/construction may proceed. The State Water Board may deem implementation/ construction costs incurred prior to obtaining such confirmation ineligible for reimbursement.
- 3.2 Obtain all public agency approvals, entitlements, or permits required for Project implementation before field work begins. If the Project is carried out on lands not owned by the Recipient, the Recipient must obtain adequate rights of way for the Useful Life of the Project. Submit a list and signed copies of such approvals, entitlements or permits to the Project Manager.

### 4. Planning, Design, and Engineering

- 4.1 Prepare a Design Report that includes a hydrologic and preliminary stormwater drainage analysis including a geotechnical analysis to support the design plans and specifications, and submit to the Project Manager for comment.

- 4.2 Prepare the fifty percent (50%) design plans and specifications and submit to the Project Manager for approval. The Project shall capture, treat, and/or infiltrate storm water runoff collected from a minimum of seven (7) acres of drainage area. The Project shall be designed to manage a 0.89 inch rainfall event (85<sup>th</sup> percentile, 24-hour storm) using the following approaches:
- 4.2.1 Install a minimum of ~~eight hundred~~ **one thousand five hundred** (800 **1,500**) linear feet of curb and gutter, and a minimum of ~~two~~ **three** (2 **3**) storm drain inlets with **full** trash capture devices, **and a minimum of nineteen (19) curb cut prefilters.**
- 4.2.2 Install and/or relocate a minimum of ~~three hundred fifty~~ **one thousand two hundred** (350 **1,200**) linear feet of storm drain piping.
- 4.2.3 Install a minimum of one thousand ~~eight~~ **six** hundred (1,800 **1,600**) square feet of covered modular bioretention systems, a minimum of ~~three~~ **four** thousand ~~five~~ **two** hundred (3,500 **4,200**) square feet of modular suspended pavement systems (Silva cells), and a minimum of one **thousand two** hundred ~~eighty~~ (180 **1,200**) linear feet of underdrain.
- 4.2.4 Install a minimum of ~~twenty~~ **eight** thousand **nine hundred** (20,000 **8,900**) square feet of pavement overlay **to restore pavement excavations and a minimum of five thousand (5,000) square yards of slurry seal.**
- 4.2.5 Install a minimum of ~~nine~~ **fourteen** (9**14**) drought-tolerant trees.
- 4.3 Complete the one hundred percent (100%) design plans and specifications and prepare a summary identifying any changes from the fifty percent (50%) plans, including describing any changes that may affect the Project quantities and benefits listed in Item 4.2; and final secured match sources and amounts that will satisfy Match Contribution. Submit the one hundred percent (100%) design plans and specifications and summary of changes and match for the Project to the Project Manager for approval.
- 4.4 Complete the bid documents in accordance with the approved design plans, after receiving all required approvals, and advertise the Project for bid. Submit the advertised bid documents and bid summary to the Project Manager.



5. Construction and Implementation

- 5.1 Award the construction contract(s) and submit the Notice(s) to Proceed and awarded contract(s) for the Project to the Project Manager.
- 5.2 Construct the Project in accordance with the approved design plans and specifications in Item 4.3 after obtaining environmental clearance in Item 3.1.3 and the necessary approvals, entitlements, or permits in Item 3.2.
- 5.3 Submit any proposed changes that arise during construction that may affect the Project's benefits listed in Item 4.2, schedule, or costs to the Project Manager for approval prior to proceeding with the changes.
- 5.4 Submit as-built drawings and a summary of changes from the approved design plans and specifications that occurred during construction to the Project Manager.
- 5.5 Prepare an Operations and Maintenance Plan that addresses operation and maintenance of the Project for its Useful Life and submit to the Project Manager for approval.

6. Stakeholder Outreach

- 6.1 Prepare and distribute mailers, flyers, e-news articles, and/or other outreach materials to inform residents and local businesses about the Project.
  - 6.1.1 Submit a copy of all outreach materials to the Project Manager.
- 6.2 Conduct outreach meetings/events to solicit input on design and inform the public of the purpose, closure, and timelines of the Project construction activities.
  - 6.2.1 Submit outreach materials and photo documentation to the Project Manager.
- 6.3 Install interpretive educational elements describing the benefits of the Project. Submit a draft design of interpretive elements to the Project Manager for comment prior to installation.
  - 6.3.1 Submit photo documentation of the installed elements to the Project Manager.

### A.3 PROGRESS REPORTS.

The Recipient must submit quarterly progress reports, using a format provided by the Project Manager, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the Project Manager. Progress reports must provide a brief description of activities that have occurred, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement during the applicable reporting period. Reporting is required even if no Project-related activities occurred during the reporting period. The Recipient must document all activities and expenditures in progress reports, including work performed by contractors.

### A.4 AS-NEEDED REPORTS.

The Recipient must provide expeditiously any reports, data, and information reasonably required by the Division including, but not limited to, material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.

### A.5 FINAL REPORTS.

- (a) At the conclusion of the Project, the Recipient must submit the following to the Project Manager:
  - (1) Draft Final Project Report. Prepare and submit to the Project Manager for comment a draft Final Project Report in a format provided by the Project Manager.
  - (2) Final Project Report. Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Project Manager on the draft Final Project Report. Submit one (1) reproducible master copy and an electronic copy. Upload an electronic copy in pdf format to the FFAST system.
  - (3) Final Project Summary. Prepare a brief summary of the information contained in the Final Project Report using a format provided by the Project Manager and include accomplishments, recommendations, and lessons learned, as appropriate. Upload an electronic copy of the Final Project Summary in pdf format to the FFAST system.
  - (4) Final Project Inspection and Certification. Upon completion of the Project, the Recipient shall provide for a final inspection and shall certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the

Project involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification shall be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the Final Project Inspection and Certification shall be submitted to the Project Manager.

- (b) If the Recipient fails to submit a timely Final Project Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.

#### A.6 SIGNAGE.

The Recipient must place a professionally prepared sign at least four (4) feet tall by eight (8) feet wide made of ¾-inch thick exterior grade plywood or other approved material in a prominent location on the Project site and must maintain the sign in good condition for the duration of Project implementation. The sign may include another agency's required information and must include, prominently displayed, the following disclosure statement and color logos (available from the Division):



“Funding for this project has been provided in full or in part under the Proposition 1 – the Water Quality, Supply, and Infrastructure Improvement Act of 2014 through an agreement with the State Water Resources Control Board.”

#### A.7 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the “Estimated Due Date” column of this table, but “Critical Due Date” adjustments will require an amendment to this Agreement. The Recipient must complete and submit all work in time to be approved by the Division prior to the Work Completion Date. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final Reimbursement Request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A.2 – SCOPE OF WORK			
1.	Project Management		
1.2	Notification of Upcoming Meetings, Workshops, and Trainings		Ongoing
1.3	Detailed Project Schedule	<del>90 Days After Execution</del> <b><u>Completed</u></b>	
1.4	Site Visits		As Needed
1.5	Photo Documentation		Ongoing
2.	General Compliance Requirements/Project Effectiveness and Performance		
EXHIBIT A.2 – SCOPE OF WORK			
2.1	GPS Information		<del>30 Days After Execution</del> <b><u>Completed</u></b>
2.2	Project Assessment and Evaluation Plan (PAEP)		<del>30 Days After Execution</del> <b><u>Completed</u></b>
3.	Environmental Compliance and Permitting		
3.1.1	Draft CEQA		Completed
3.1.2	Final CEQA		Completed
3.2	List and Signed Approvals, Entitlements and Permits		<del>November 2022</del> <b><u>August 2024</u></b>
4.	Planning, Design, and Engineering		
4.1	Design Report		<del>October 2022</del> <b><u>Completed</u></b>
4.2	50% Plans and Specifications		<del>October 2022</del> <b><u>Completed</u></b>
4.3	100% Plans and Specifications	<del>November 30, 2022</del>	

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
		<b><u>Completed</u></b>	
4.4	Advertised Bid Documents and Bid Summary		<del>January 2023</del> <b><u>Completed</u></b>
5.	Construction and Implementation		
5.1	Notice(s) to Proceed and Awarded Contract(s)	<del>March 31, 2023</del> <b><u>Completed</u></b>	
5.3	Proposed Changes During Construction		As Needed
5.4	As-Built Drawings and Summary of Changes	<del>December 31, 2023</del> <b><u>February 28, 2025</u></b>	
5.5	Operations and Maintenance Plan		<del>October 2023</del> <b><u>February 2025</u></b>
6.	Stakeholder Outreach		
6.1.1	Copy of Outreach Materials		<del>March 2023</del> <b><u>January 2025</u></b>
6.2.1	Outreach Materials and Photo Documentation		<del>May 2023</del> <b><u>January 2025</u></b>
EXHIBIT A.2 – SCOPE OF WORK			
6.3	Draft Design of Interpretive Elements		<del>November 2022</del> <b><u>August 2024</u></b>
6.3.1	Photo Documentation of Installed Elements		<del>November 2023</del> <b><u>October 2024</u></b>
REPORTS			
A.3	Progress Reports	Quarterly	
A.4	As Needed Reports		As Needed
A.5	Final Reports		
A.5(a)(1)	Draft Final Project Report	<del>January 31, 2024</del> <b><u>May 31, 2025</u></b>	

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
A.5(a)(2)	Final Project Report	<del>February 29, 2024</del> <b><u>June 30, 2025</u></b>	
A.5(a)(3)	Final Project Summary	Before Work Completion Date	
A.5(a)(4)	Final Project Inspection and Certification	Before Work Completion Date	
EXHIBIT B – FUNDING TERMS			
B.6(i)	Final Reimbursement Request	<del>April 30, 2024</del> <b><u>August 31, 2025</u></b>	
B.6(e)	Reimbursement Requests	Quarterly	

The Division may require corrective work to be performed prior to Project Completion. Any work occurring after the Work Completion Date will not be reimbursed under this Agreement.

## EXHIBIT B – FUNDING TERMS

### B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement, and is greater than or equal to the funding anticipated to be provided by the State Water Board under this Agreement. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

### B.2 RECIPIENT CONTRIBUTIONS.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

The Recipient agrees to provide a Match Contribution in the amount of the Match Contribution set forth on the Cover Page of this Agreement.

This Match Contribution is based on the budget, funding sources, and amounts submitted by the Recipient in its application and during the negotiation of this Agreement. Any Match Contribution changes or adjustments requested by the Recipient must be approved, in advance and in writing, by the Project Manager and may require an amendment to this Agreement.

Only expenses that would be considered eligible under the Guidelines will be counted towards the Recipient's Match Contribution.

Any costs incurred prior to the adoption of Proposition 1 on November 4, 2014, will not count towards the Recipient's Match Contribution.

If, at Work Completion, the Recipient has provided a Match Contribution in an amount that is less than the Match Contribution set forth on the Cover Page of this Agreement, the State Water Board may proportionately reduce the Project Funds amount and/or Recipient's Match Contributions amount, upon approval of the Deputy Director of the Division, provided the reduced amount(s) satisfy statutory requirements and Guidelines.

### B.3 VERIFIABLE DATA.

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

#### B.4 BUDGET COSTS.

Budget costs are contained in the Project Cost table below:

LINE ITEM	PROJECT FUNDS	MATCH CONTRIBUTION*	OTHER FUNDING	TOTAL PROJECT COSTS
Direct Project Administration Costs	\$0	\$37,200 <b>\$71,500</b>	\$0	\$37,200 <b>\$71,500</b>
Planning/Design/Engineering/Environmental	\$645,050 <b>\$496,431</b>	\$0 <b>\$70,684</b>	\$58,000 <b>\$0</b>	\$703,050 <b>\$567,115</b>
Construction/Implementation	\$868,550 <b>\$2,044,407</b>	\$312,800 <b>\$479,316</b>	\$1,780,900 <b>\$1,714,900</b>	\$2,962,250 <b>\$4,238,623</b>
<b><u>Construction Contingency</u></b>	<b>\$385,622</b>	<b>\$0</b>	<b>\$0</b>	<b>\$385,622</b>
Monitoring/Performance	\$36,400	\$12,000 <b>\$0</b>	\$0	\$48,400 <b>\$36,400</b>
Education/Outreach	\$10,000	\$28,000 <b>\$0</b>	\$49,100 <b>\$45,100</b>	\$87,100 <b>\$55,100</b>
<b>TOTAL</b>	<b>\$1,560,000 \$2,972,860</b>	<b>\$390,000 \$621,500</b>	<b>\$1,888,000 \$1,760,000</b>	<b>\$3,838,000 \$5,354,360</b>

\*Match reduced. This Project benefits a disadvantaged community.

**\*\*Funds in the “Construction Contingency” line item are available only for reasonable and necessary Project construction costs which, for good cause, exceed the funds allotted for construction. The Grantee shall not be entitled to any reimbursement from the Construction Contingency line item without prior approval in writing from the Project Manager.**

Project Funds will not be disbursed until CEQA documents, permitting, access negotiations and other required approvals are complete.

Indirect Costs are ineligible for funding under this Agreement.

The Recipient is prohibited from requesting reimbursement amounts that represent the Recipient’s mark-ups to costs invoiced or otherwise requested by consultants or contractors.

#### B.5 LINE ITEM ADJUSTMENTS.

- (a) Subject to the prior review and approval of the Project Manager, adjustments between existing line items may be used to defray allowable



direct costs up to fifteen percent (15%) of the total Project Funding Amount, including any amendment(s) thereto. Line Item adjustments approved by the Project Manager must be de minimis, less than fifteen percent (15%) of the total Project Funding Amount, and may not include any changes to the Scope of Work. Line item adjustments in excess of fifteen percent (15%) or line item adjustments that result in a change to A.2 Scope of Work will require an Agreement amendment. If the detailed budget includes an amount for the Recipient's personnel costs, that amount is based on the hours, classifications, and rates submitted by the Recipient in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Project Manager.

- (b) The Recipient may submit a request for an adjustment in writing to the Project Manager. Such adjustment may not increase or decrease the total Project Funding Amount. The Recipient shall submit a copy of the original Agreement budget reflecting the requested changes and shall note proposed changes by striking out the original amount(s) followed with proposed change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item shall require a formal amendment. The Division may also propose budget adjustments.
- (c) The sum of adjusted line items shall not exceed the total budget amount.

#### B.6 REIMBURSEMENT PROCEDURE.

Except as may be otherwise provided in this Agreement, reimbursement of Project Funds will be made as follows:

- (a) Upon execution and delivery of this Agreement, the Recipient may request reimbursement of any eligible Project Costs as well as to support the Match Contribution as specified in this Exhibit through submission to the State Water Board using the Reimbursement Request forms provided by the Project Manager.
- (b) Reimbursement Requests must contain the following information:
  - (1) The date of the request;
  - (2) The time period covered by the request, i.e., the term "from" and "to";
  - (3) The total amount requested;
  - (4) Documentation of Match Contribution used;

- (5) Original signature and date (in ink) or electronic signature, consistent with the State Water Board's approved procedures, of the Recipient's Project Director or his/her designee; and
- (6) The Final Reimbursement Request shall be clearly marked "FINAL REIMBURSEMENT REQUEST" and shall be submitted NO LATER THAN the Final Reimbursement Request Date.
- (c) The Recipient may sign Reimbursement Requests either by an electronic signature consistent with the State Water Board's approved procedures or by a physical, handwritten signature. The parties mutually agree that an electronic signature consistent with the State Water Board's approved procedures is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.
- (d) Reimbursement Requests must be itemized based on the line items specified in the budget in this Exhibit. Reimbursement Requests must be complete, signed by the Recipient's Project Director or his/her designee, and addressed to the Project Manager as set forth in this Agreement. Reimbursement Requests submitted in any other format than the one provided by the State Water Board will cause a Reimbursement Request to be disputed. In the event of such a dispute, the Project Manager will notify the Recipient. Payment will not be made until the dispute is resolved and a corrected Reimbursement Request is submitted. The Project Manager has the responsibility for approving Reimbursement Requests. Project Costs incurred prior to the Eligible Work Start Date of this Agreement will not be reimbursed.
- (e) Project Funds must be requested quarterly via Reimbursement Request for eligible costs incurred during the reporting period of the corresponding Progress Report, describing the activities and expenditures for which the reimbursement is being requested. Each Reimbursement Request must be accompanied by a Progress Report. Failure to provide timely Reimbursement Requests may result in such requests not being honored.
- (f) The Recipient agrees that it will not submit any Reimbursement Requests that include any Project Costs until such costs have been incurred and are currently due and payable by the Recipient, although the actual payment of such costs by the Recipient is not required as a condition of reimbursement. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request as well as to support Match Contributions claimed, if any. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed Reimbursement Request.

- (g) The Recipient will not seek reimbursement of any Project Costs that have been reimbursed from other funding sources.
- (h) The Recipient must use Project Funds within thirty (30) days of receipt to reimburse contractors, vendors, and other Project Costs. Any interest earned on Project Funds shall be reported to the State Water Board and will either be required to be returned to the State Water Board or deducted from future reimbursements. In the event that the Recipient fails to disburse Project Funds to contractors or vendors within thirty (30) days from receipt of the Project Funds, the Recipient shall immediately return such Project Funds to the State Water Board. Interest shall accrue on such Project Funds from the date of reimbursement through the date of mailing of Project Funds to the State Water Board. If the Recipient held such Project Funds in interest-bearing accounts, any interest earned on the Project Funds shall also be due to the State Water Board.
- (i) The Recipient shall submit its final Reimbursement Request no later than the Final Reimbursement Request Date specified herein. If the Recipient fails to do so, then the undisbursed balance of this Agreement may be deobligated.
- (j) The Recipient agrees that it will not request a reimbursement unless that cost is allowable, reasonable, and allocable.
- (k) Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or state laws, policies, or regulations.
- (l) The Recipient agrees that it shall not be entitled to interest earned on undisbursed Project Funds.
- (m) No work or travel outside the State of California is permitted under this Agreement unless the Division provides prior written authorization. No work or travel outside the United States of America is authorized. Failure to comply with this restriction may constitute an Event of Default and result in termination of this Agreement, pursuant to Exhibit C. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx> as of the date costs are incurred by the Recipient.
- (n) The Recipient must include any other documents or requests required or allowed under this Agreement.

**B.7 CONTINGENT DISBURSEMENT.**

Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

**B.8 REVERTING FUNDS AND DISENCUMBRANCE.**

In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement timely, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

GENERAL TERMS AND CONDITIONS 2019-NOV is incorporated by reference and is posted at

[https://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/general\\_terms.html](https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html)

## EXHIBIT D – SPECIAL CONDITIONS

### D.1 DEFINITIONS.

Each capitalized term used in this Agreement has the following meaning:

- "Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.
- "Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any costs may be incurred and eligible for reimbursement hereunder.
- "Event of Default" means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:
  - a) A material adverse change in the condition of the Recipient, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
  - b) Failure to operate the Project, unless the Division has given its approval for such non-operation;
- "Guidelines" means the State Water Board's "Proposition 1 Storm Water Grant Program Guidelines – Amended for Round 2," in effect as of the execution date of this Agreement.
- "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.
- "Match Contribution" means funds provided by the Recipient towards the Project Costs incurred after the approval of Proposition 1 (November 4, 2014) and prior to the Work Completion Date as stated on the cover page of this Agreement. Funds spent on ineligible Project Costs do not constitute Match Contribution.

- “Project Director” means an employee of the Recipient designated by the Authorized Representative to be responsible for the overall management of the administrative and technical aspects of the executed Agreement.
- “Recipient” means City of San Pablo.
- “Useful Life” means the economically useful life of the Project beginning at Work Completion and is set forth in Exhibit A.

## D.2 ADDITIONAL REPRESENTATIONS AND WARRANTIES.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date of execution of this Agreement by the Recipient, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient is a party or by which the Recipient is bound as of the date of execution of the Agreement by the Recipient.

Except as set forth in this paragraph, there are, as of the date of execution of this Agreement by the Recipient, no pending or, to the Recipient’s knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. The Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Within the preceding ten (10) years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

Any financial statements or other financial documentation of the Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements or other financial documentation: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in

accordance with GAAP. Since the date(s) of such financial statements or other financial documentation, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements or other financial documentation been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by the Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

The Recipient has no conflicting or material obligations, except as set forth in this paragraph.

The Recipient has sufficient real or personal property rights necessary for the purposes of this Agreement, not subject to third-party revocation, which rights extend at least to the Records Retention End Date of this Agreement, except as disclosed to the State Water Board. The Recipient has disclosed to the State Water Board all proceedings, actions, or offers of which the Recipient has knowledge or belief that may in any way affect the Recipient's ability to access or legally possess all of the property necessary for the purpose of this Agreement, including any proceedings, actions, or offers to lease, purchase, or acquire by eminent domain any of the real or personal property related to or necessary for the Project.

The Recipient legally possesses property access rights to any real or personal property necessary for the purposes of this Agreement for which the Recipient does not legally possess all real or personal property rights.

The Recipient and its principals, contractors, and subcontractors to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized.

### D.3 ACKNOWLEDGEMENTS.

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part under Proposition 1 – the Water Quality, Supply, and Infrastructure Improvement Act of 2014 through an agreement with the State Water Resources Control Board. The contents of



this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

#### D.4 DAMAGES FOR BREACH OF TAX-EXEMPT STATUS.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

#### D.5 [RESERVED]

#### D.6 RETURN OF FUNDS.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, to immediately return to the State Water Board any grant amounts received pursuant to this Agreement and pay interest at the highest legal rate on all of the foregoing.

#### D.7 OPERATION AND MAINTENANCE.

The Recipient shall sufficiently and properly staff, operate, and maintain the facility and structures constructed or improved as part of the Project throughout the term of this Agreement, consistent with the purposes of this Agreement. The Recipient assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation.

#### D.8 INSURANCE.

The Recipient will procure and maintain or cause to be maintained insurance on the Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with systems similar to the Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the Project must be free and clear of all claims and liens.

The Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

**D.9 CONTINUOUS USE OF PROJECT; NO LEASE, SALE, TRANSFER OF OWNERSHIP, OR DISPOSAL OF PROJECT.**

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

**D.10 NOTICE.**

Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Project Manager by phone and email within the time specified below:

- (a) The Recipient must notify the Division within twenty-four (24) hours of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.
- (b) The Recipient must notify the Division within five (5) business days of the occurrence of any of the following events:

- (1) Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
  - (2) Change of ownership of the Project (no change of ownership may occur without written consent of the Division);
  - (3) Loss, theft, damage, or impairment to the Project;
  - (4) Events of Default, except as otherwise set forth in this section;
  - (5) Failure to observe or perform any covenant or comply with any condition in this Agreement;
  - (6) An offer from a public entity to purchase the Project or any portion thereof, or any of the real or personal property related to or necessary for the Project; or
  - (7) A proceeding or action by a public entity to acquire the Project by power of eminent domain.
- (c) The Recipient must notify the Division in writing within ten (10) business days of the following events:
- (1) Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity or the Recipient's continued existence;
  - (2) Consideration of dissolution, or disincorporation;
  - (3) Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds; or
  - (4) Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.
- (d) The Recipient must notify the Division promptly of any of the following events:
- (1) The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this financial assistance, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
  - (2) Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until

prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;

- (3) Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- (4) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion for a period of ninety (90) days or more;
- (5) Any Project monitoring, demonstration, or other implementation activities required in this Agreement, if any;
- (6) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- (7) Any event requiring notice to the Division pursuant to any other provision of this Agreement;
- (8) The award of the prime construction contract for the Project and initiation of construction of the Project; and
- (9) Work Completion, and actual Project Completion.

#### D.11 FRAUD, WASTE, AND ABUSE.

The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of misrepresentation or fraud related to Reimbursement Requests, invoices, proof of payment of invoices, or other supporting information including, but not limited to, double or multiple billing for time, services, or any other eligible cost, may result in referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder.

#### D.12 DISPUTES.

The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within thirty (30) days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within thirty (30)

days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This provision does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law. This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

#### D.13 STATE PROGRAM REQUIREMENTS.

- Eminent Domain Prohibited. (Wat. Code, § 79711.) Where land acquisition is otherwise authorized under this Agreement, Project Funds and Match Contribution shall not be used to acquire land via eminent domain.
- Governor's Infrastructure Plan. (Gov. Code, § 13100.) The Recipient shall ensure that the Project shall maintain consistency with section 13100 of the Government Code (five-year infrastructure plan).
- SBx7-7: Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.). SBx7-7 conditions the receipt of a water management grant or loan for urban water suppliers on achieving gallons per capita per day reduction targets with the end goal of a twenty percent (20%) reduction by 2020. Recipients that are urban water suppliers shall provide proof of compliance with SBx7-7.
- Sustainable Groundwater Management Act (SGMA) Compliance (Wat. Code, § 10720-10737.8). To the extent required under SGMA, the Recipient shall comply with the following:
  - If, after July 1, 2017, the Project is or will be located in a non-adjudicated high- or medium-priority California Statewide Groundwater Elevation Monitoring (CASGEM) basin, the Recipient shall ensure that a Groundwater Sustainability Agency (GSA) has formed or an alternative has been submitted to the Department of Water Resources (Wat. Code, § 10735.2 (a)(1)).
  - If, after January 31, 2020, the Project is or will be located in a non-adjudicated high- or medium-priority CASGEM basin that is subject to critical conditions of overdraft, the Recipient shall ensure that the Project is consistent with an adopted Groundwater Sustainability Plan (GSP).

- If, after January 31, 2022, the Project is or will be located in a non-adjudicated high- or medium-priority CASGEM basin that is not subject to critical conditions of overdraft, the Recipient shall ensure that the Project is consistent with an adopted GSP.
- **Water Quality Compliance.** (Wat. Code, § 79707.) The Recipient shall ensure that the Project shall maintain consistency with Division 7 of the Water Code (commencing with section 13000) and Government Code section 13100.
- **Water Quality Monitoring.** (Wat. Code, § 79704.) If water quality monitoring is required as part of the Project, the Recipient shall collect and report water quality monitoring data to the State Water Board in a manner that is compatible and consistent with surface water monitoring data systems or groundwater monitoring data systems administered by the State Water Board.
- **Wild and Scenic Rivers.** (Wat. Code, § 79711.) The Recipient shall ensure that the Project will not have an adverse effect on the values upon which a wild and scenic river or any other river is afforded protections pursuant to the California Wild and Scenic Rivers Act or the federal Wild and Scenic Rivers Act.

#### D.14 STATE CROSS-CUTTERS.

The Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

- The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, section 15000 et seq.
- Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in sections 1725.5 and 1771.1 of the Labor Code.
- Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.

- Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- Urban Water Demand Management requirements, including the requirements of Water Code section 10608.56.
- Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, Title 23, section 5002.
- Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
- Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
- The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.

#### D.15 EXECUTIVE ORDER N-6-22 - RUSSIAN SANCTIONS.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State Water Board determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State Water Board shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State Water Board.

The Recipient represents that the Recipient is not a target of economic sanctions imposed in response to Russia’s actions in Ukraine imposed by the United States government or the State of California. The Recipient is required to comply with the economic sanctions imposed in response to Russia’s actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Recipient is required to

comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Recipients with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

- (a) Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
- (b) Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
- (c) Direct support to the government and people of Ukraine.



**Notice of Exemption (NOE) for Grant Projects  
State Water Resource Control Board Concurrence**

Agreement Number: D2112149

Grantee: City of San Pablo

Lead Agency: City of San Pablo

Date NOE Filed: 3/13/24

County: Contra Costa

State Clearinghouse #: 2022030333

**Project Title:** Sutter Avenue Urban Greening Phase 1 Project

**Project Location (attach map, if applicable):**

**Project Description:** The Project will provide stormwater capture and treatment to reduce flooding including replacing storm drain pipes and storm drain inlets, installing new storm drain pipe, manhole, inlet, and stormwater treatment facilities, suspended pavement modular system, precast modular bioretention units, replacing curb, sidewalk, curb ramps, planting trees, and performing pavement restoration, slurry seal and new striping.

**CEQA Categorical/Statutory Exemptions: Check all exemptions the project meets:**



<input checked="" type="checkbox"/> <b>Section 15301: Class 1 Existing Facilities</b>	Operation, repair, maintenance and/or minor alteration of an existing structure
<input checked="" type="checkbox"/> <b>Section 15302: Class 2 Replacement or Reconstruction</b>	Replacement or reconstruction of an existing structure where the new or replacement structure is located on the same site
<input type="checkbox"/> <b>Section 15303: Class 3 New Construction or Conversion of Small Structures</b>	Construction or remodification of a limited number of new or existing small structures
<input checked="" type="checkbox"/> <b>Section 15304: Class 4 Minor Alteration to Land</b>	Minor alteration to the condition of land, water and or vegetation with no negative impact to existing scenic trees
<input type="checkbox"/> <b>Section 15306: Class 6 Information Collection</b>	Basic data collection and research with no disturbance to an environmental resource
<input type="checkbox"/> <b>Section 15262: Feasibility and Planning Studies</b>	A project involving only feasibility or planning studies
<input type="checkbox"/> <b>Section 15269: Emergency Projects</b>	A project that is deemed an emergency as described in Section 15269
<input type="checkbox"/> <b>Section 15333: Class 33 Small Habitat Restoration Projects</b>	Project is five acres or less and ensures a positive impact for fish, plants or wildlife
<input type="checkbox"/> <b>Other</b>	Provide Section number and description:

**Exceptions to NOE: Must mark box indicating whether statement applies. If you mark "yes" then the NOE does not apply – call your GM**

**Yes No**

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Location – Is the project located in a particularly sensitive environment where location exception applies? (for class 3,4,6)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cumulative Impact – Will there or have there been successive projects of the same type in the same place, and over time is becoming environmentally significant?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Significant Effect – Is there a reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Scenic Highway – Could the project cause damage to the environment within a highway officially designated as a state scenic highway?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hazardous Waste Site – Is the project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Historical Resources – Could the project cause a substantial adverse change in the significance of a historical resource?

**I certify to the best of my knowledge the information in this form is correct and the project is exempt from CEQA and will not result in any significant effect on the environment:**

<b>Grantee:</b> <b>Print:</b> Allan A. Panganiban, P.E.	<b>Grant Manager Concurrence:</b> <b>Print:</b> Angie Noorda	<b>State Water Board Concurrence:</b> <b>Print:</b> Joe Karkoski
<b>Signature:</b> 	<b>Signature:</b> 	<b>Signature:</b> Joe Karkoski <small>Digitally signed by Joe Karkoski Date: 2024.05.20 16:50:21 -07'00' Water Boards</small>
<b>Date:</b>	<b>Date:</b> 05/03/2024	<b>Date:</b> 5/20/2024