

DEPARTMENT OF WATER RESOURCES

SOUTHERN REGION OFFICE
770 FAIRMONT AVENUE, SUITE 102
GLENDALE, CA 91203-1035



May 18, 2012

Ms. Sue Hughes, Deputy Chief Executive Office
County of Ventura
800 South Victoria Avenue
Ventura, CA 93009

**Proposition 84 - Round 1- Integrated Regional Water Management (IRWM)
Implementation Grant**

Dear Ms. Hughes:

Enclosed for your records is one copy, with original signatures, of Agreement 4600009703 between our Agencies for an IRWM Implementation Grant funded under Proposition 84, Chapter 2. You may now begin invoicing us for work performed in the Exhibit A, Work Plan.

Someone from our staff will be contacting you regarding your project and the Agreement. This person will be your day to day contact on the Agreement, and they will discuss several topics with you, including how to submit your invoices and reporting requirements.

We look forward to working with your Agency on this program. If you have any further questions on the program, please contact Abi Aderonmu at (818) 500-1645 ext 248.

Sincerely,

A handwritten signature in cursive script, appearing to read "Cris".

Cris Datoc, Grant Analyst
Department of Water Resources
Division of Integrated Regional Water Management
Southern Region Office

Enclosure

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
COUNTY OF VENTURA AND AGREEMENT NUMBER: 4600009703
INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANTS
CALIFORNIA PUBLIC RESOURCES CODE §75026 ET SEQ.**

THIS AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "**State**" and the **COUNTY OF VENTURA**, a public agency, in the County of Ventura, State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee", which parties do hereby agree as follows:

1. PURPOSE. State shall provide a grant from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to Grantee to assist in financing projects associated with the Watersheds Coalition of Ventura County Integrated Regional Water Management (IRWM) Plan pursuant to Chapter 8 (commencing with Section 79560) of Division 26.5 of the California Water Code (CWC), hereinafter collectively referred to as "IRWM Program."
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on **November 30, 2015** or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement indicated on page 8.
3. GRANT AMOUNT. The maximum amount payable by State under this Grant Agreement shall not exceed **\$17,510,599.00**. Of this grant amount, not less than **\$3,750,000.00** shall be expended to projects that benefit the critical water supply or water quality needs of disadvantaged communities (DAC) in the IRWM effort funded by this Grant Agreement. Of the total grant amount, not less than **\$960,599.00** shall be expended to urban and agricultural water conservation projects in the IRWM effort funded by this Grant Agreement.
4. GRANTEE COST SHARE. The reasonable costs for this Agreement are estimated to be **\$37,065,553.00**. Grantee shall provide a Grantee Cost Share (Funding Match) in the amount of at least 25% (unless a Disadvantaged Community project waiver is granted) of the total project cost. Grantee's Funding Match is estimated to be **\$19,554,954.00**. Grantee's Funding Match may include cost share performed after September 30, 2008.
5. GRANTEE'S RESPONSIBILITY. Grantee shall faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Schedule) and Exhibit C (Budget). Grantee shall comply with all of the terms and conditions of this Grant Agreement and applicable California Public Resources Code (PRC) requirements.
6. LOCAL PROJECT SPONSOR'S RESPONSIBILITY. Grantee shall assign Local Project Sponsors to act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors shall be assigned in accordance with the participating agencies identified in the Watersheds Coalition of Ventura County Proposition 84 2011 Implementation Grant Proposal application. Exhibit F identifies Local Project Sponsors. Local Project Sponsors shall also act on behalf of Grantee in the fulfillment of Grantee responsibilities where specifically specified in this Grant Agreement.
7. BASIC CONDITIONS. State shall have no obligation to disburse money for a project under this Grant Agreement unless and until Grantee has satisfied the following conditions in accordance with the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006.
 - a) By signing this Grant Agreement, Grantee demonstrates the designated Local Project Sponsors for each project are aware of and comply with the provisions of the Grant Agreement between State and Grantee.
 - b) Grantee demonstrates the availability of sufficient funds to complete the project, as stated in the Grant Award/Commitment Letter, by submitting the most recent 3 years of audited financial statements.
 - c) Grantee complies with PRC §75102 to notify the California Native American tribe (which is on the contact list maintained by the Native American Heritage Commission) of Project Construction if that tribe has traditional lands located within the area of the Project.

- d) For groundwater management and recharge projects and for projects with potential groundwater impacts, the Grantee must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated August 2010.
 - e) For the term of this Grant Agreement, Grantee submits timely Quarterly Progress Reports as required by Paragraph 17, "Submission of Reports."
 - f) Grantee submits all deliverables as specified in this Paragraph of this Grant Agreement and Work Plan in Exhibit A.
 - g) Since the Grantee's IRWM region (region) receives water supplied from the Sacramento-San Joaquin Delta (Delta), then the region's IRWM Plan (existing or any future update) must help reduce dependence on the Delta for water supply.
 - h) For each project, prior to the commencement of construction or implementation activities, Grantee shall submit to the State the following:
 - 1) Final plans and specifications certified by a California Registered Civil Engineer as to compliance for each approved project as listed in Exhibit A of this Grant Agreement.
 - 2) Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
 - i. Grantee submits all applicable environmental permits as indicated on the Environmental Information Form to the State,
 - ii. Documents that satisfy the CEQA process are received by the State,
 - iii. State has completed its CEQA compliance review as a Responsible Agency, and
 - iv. Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.
- State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (ex. construction or implementation activities) for which it is required. Therefore, the Grantee should get concurrence from DWR on CEQA before beginning any of the work that is subject to CEQA. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.
- 3) For each project included in this Grant Agreement a monitoring plan as required by Paragraph 22, "Project Monitoring Plan Requirements."

8. DISBURSEMENT OF GRANT FUNDS. Following the review of each invoice, State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. For each project, funds will be disbursed by State in response to each approved invoice in accordance with the Exhibit C. Any and all money disbursed to Grantee under this Grant Agreement and any and all interest earned by Grantee on such money shall be used solely to pay Eligible Costs.
9. ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit C. Eligible project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Work performed after the date of grant award, **August 16, 2011**, shall be eligible for reimbursement. Reasonable administrative expenses may be included as Project Costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, implementation, and maintenance. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the project including the portion of overhead and administrative expenses that are directly related to the projects included in this Agreement in accordance with the standard accounting practices of the Grantee.

Advanced funds will not be provided. Costs that are not reimbursable with grant funds cannot be counted as cost share. Costs that are not eligible for reimbursement include but are not limited to:

- a) Costs, other than those noted above, incurred prior to the award date of the Grant.
- b) Operation and maintenance costs, including post construction performance and monitoring costs.
- c) Purchase of equipment not an integral part of a project.
- d) Establishing a reserve fund.
- e) Purchase of water supply.
- f) Monitoring and assessment costs for efforts required after project construction is complete.
- g) Replacement of existing funding sources for ongoing programs.
- h) Travel and per diem costs.
- i) Support of existing agency requirements and mandates (e.g. punitive regulatory agency requirements).
- j) Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to the effective date of the grant award with the State.
- k) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee cost share (i.e. Funding Match)
- l) Overhead not directly related to project costs.

10. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 7 "Basic Conditions" are met, State will disburse the whole or portions of the Grant Amount to Grantee, following receipt from Grantee of an invoice for costs incurred, and timely Quarterly Progress Reports as required by Paragraph 17, "Submission of Reports."

Invoices submitted by Grantee shall include the following information:

- a) Costs incurred for work performed in implementing the IRWM Program or program contracts during the period identified in the particular invoice.
- b) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the construction, operation, or maintenance of a project.
- c) Appropriate receipts and reports for all costs incurred.
- d) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - 1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - 2) Invoices must be itemized based on the categories specified in the Exhibit C. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - 3) Sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - 4) Each invoice shall clearly delineate those costs claimed for reimbursement from the State's grant amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent Grantee's and Local Project Sponsors' costs, as applicable, in Paragraph 4, "Grantee Cost Share."
 - 5) Original signature and date (in ink) of Grantee's Project Manager.

Payment will be made no more than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Submit the original and three (3) copies of the invoice form to the following address:

Department of Water Resources
Southern Region Office
770 Fairmont Avenue, Suite 102
Glendale, CA 91203-1035
Attention: Abi Aderonmu

11. WITHHOLDING OF GRANT DISBURSEMENT BY STATE. If State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any

other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the Grant Amount and take any other action that it deems necessary to protect its interests. State may require the Grantee to immediately repay all or any portion of the disbursed grant amount with interest, consistent with its determination. State may consider Grantee's refusal to repay the requested disbursed grant amount a contract breach subject to the default provisions in Paragraph 13, "Default Provisions."

If State notifies Grantee of its decision to withhold the entire grant amount from Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and shall no longer be binding on either party.

12. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirements to remain eligible to receive State grant funds:
- a) An urban water supplier that receives grant funds governed by this Grant Agreement shall maintain compliance with the Urban Water Management Planning Act (CWC§10610 *et. seq.*)
 - b) For groundwater management and recharge projects and for projects with potential groundwater impacts, the Grantee must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated August 2010.
 - c) Reporting of status of IRWM Plan Update as described in Exhibit E under the heading "Quarterly Progress Report."
13. DEFAULT PROVISIONS. Grantee will be in default under this Grant Agreement if any of the following occur:
- a) Breach of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
 - b) Making any false warranty, representation, or statement with respect to this Grant Agreement.
 - c) Failure to operate or maintain projects in accordance with this Grant Agreement.
 - d) Failure to make any remittance required by this Grant Agreement.
 - e) Failure of Grantee or a Local Project Sponsor receiving grant funding through this Grant Agreement to adopt, no later than 2 years after the State executes the Grant Agreement, an IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with Section 10530.
 - f) Failure to undertake all reasonable and feasible efforts to take into account the water-related needs of disadvantaged communities in the area within the boundaries of the IRWM Plan.
 - g) Failure to comply with Labor Compliance Program (LCP) requirements.
 - h) Failure to meet any of the requirements set forth in Paragraph 12, "Continuing Eligibility."
- Should an event of default occur, State may do any or all of the following:
- i) Declare the Grant be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
 - j) Terminate any obligation to make future payments to Grantee.
 - k) Terminate the Grant Agreement.
 - l) Take any other action that it deems necessary to protect its interests.
14. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS: Grantee and Local Project Sponsors shall be responsible for ensuring any and all permits, licenses, and approvals required for performing their obligations under this Grant Agreement are obtained, and shall comply with CEQA (PRC Section 21000 *et seq.*) and other applicable federal, State and local laws, rules, and regulations, guidelines, and requirements for each project described in Exhibit A.
15. RELATIONSHIP OF PARTIES. Grantee and Local Project Sponsors are solely responsible for design, construction, and operation and maintenance of Projects within the Watersheds Coalition of Ventura County Proposition 84 2011 Implementation Grant IRWM Program. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of grant funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee and Local Project Sponsors under this Grant Agreement.
16. GRANTEE REPRESENTATIONS. Grantee accepts and agrees to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all

assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 financing. Grantee warrants that all Local Project Sponsors will be contractually required to comply with this Grant Agreement for their respective project or projects.

17. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager, and shall be submitted in both electronic and hard copy forms. If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit E. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report for each project listed on Exhibit A is a requirement for the release of any funds retained for such project.

- Quarterly Progress Reports: Grantee shall submit Quarterly Progress Reports on a regular and consistent basis to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be sent via e-mail, to the State's Project Manager as specified in Exhibit B. Quarterly Progress Reports shall provide a brief description of the work performed, Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period.
- Project Completion Reports: Grantee shall prepare and submit to State a separate Project Completion Report for each project included in Exhibit A. Grantee shall submit a Project Completion Report within ninety (90) calendar days of project completion. Each Project Completion Report shall include a description of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, and copies of any final documents or reports generated or utilized during a project. The Project Completion Report shall also include, if applicable, certification of final project by a registered civil engineer, consistent Standard Condition D-15, "Final Inspections and Certification of Registered Civil Engineer." A DWR "Certification of Project Completion" form will be provided by the State.
- Grant Completion Report: Upon completion of all projects included in Exhibit A, Grantee shall submit to State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Project Completion Report for the final project to be completed under the Grant Agreement. The Grant Completion Report shall include reimbursement status, a brief description of each project completed, and how those projects will further the goals of the IRWM Plan and identify any changes to the IRWM Plan, as a result of project implementation. Retention for the last project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to and approved by the State.
- Project-Performance Reports: Grantee shall submit a Project-Performance Report for each project. Project-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated, for each project, annually for a total of 10 years after the completed project begins operation.

18. IRWM PROGRAM PERFORMANCE AND ASSURANCES. Grantee agrees to faithfully and expeditiously perform or cause to be performed all IRWM Program work as described in the final plans and specifications for each project under this Grant Agreement and implement the project in accordance with applicable provisions of the law. In the event State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

19. LABOR COMPLIANCE. Grantee will be required to keep informed of and take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, but not limited to, Section 1720 et seq. of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5) and payment of prevailing wages for work done and funded pursuant to these *Guidelines*,

including any payments to the Department of Industrial Relations under California Labor Code Section 1771.3.

20. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the Grant made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of the projects, and shall ensure or cause the projects to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The Grantee shall ensure that all operations and maintenance costs of the facilities and structures are contractually assumed by the appropriate Local Project Sponsors for their respective projects; State shall not be liable for any cost of such maintenance, management, or operation. Grantee or Local Project Sponsors may be excused from operations and maintenance only upon the written approval of the State's Project Manager. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 13, "Default Provisions."
21. STATEWIDE MONITORING REQUIREMENTS. Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76 (commencing with Section 10780) of Division 6 of CWC) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board.
22. PROJECT MONITORING PLAN REQUIREMENTS. The Grant Agreement work plan should contain activities to develop and submit to State a monitoring plan for each project contained in this Grant Agreement. Monitoring plan can be for the entire Proposal or on a per project basis. Along with the Attachment 6 Project Performance Measures Tables requirements outlined on page 21 of the Proposition 84 Round 1 Implementation Proposal Solicitation Package, the Project Monitoring Plan should also include:
- a) Baseline conditions.
 - b) Brief discussion of monitoring systems to be utilized.
 - c) Methodology of monitoring.
 - d) Frequency of monitoring.
 - e) Location of monitoring points.
- A monitoring plan shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for each project in this Grant Agreement. See Exhibit G ("Requirements for Data Submittal") for web links and information regarding other State monitoring and data reporting requirements.
23. NOTIFICATION OF STATE. For each project, Grantee shall promptly notify State, in writing, of the following items:
- a) Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the wording/scope of work, schedule or term, and budget. See Exhibit H for guidance on Agreement Amendment requirements.
 - b) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least fourteen (14) calendar days prior to the event.

- c) Completion of work on a project shall include final inspection of a project by a Registered Civil Engineer, as determined and required by State, and in accordance with Standard Condition D-15 (Final Inspections and Certification of Registered Civil Engineer). Furthermore, the Grantee shall provide the State the opportunity to participate in the inspection. Grantee shall make such notification at least fourteen (14) calendar days prior to the final inspection.
24. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; (iii) by "overnight" delivery service; provided that next-business-day delivery is requested by the sender; or (iv) by electronic means. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
25. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
26. PROJECT REPRESENTATIVES. The Grantee has acknowledged authorization to enter into a cost sharing partnership agreement as documented in Exhibit I. The Project Representatives during the term of this Grant Agreement is as follows.

Department of Water Resources
Paula Landis
Chief, Division of IRWM
P.O. Box 942836
Sacramento CA 94236-0001
Phone: (916) 651-9220
e-mail: plandis@water.ca.gov

County of Ventura
Sue Hughes
Deputy Chief Executive Officer
800 South Victoria Avenue
Ventura, CA 93009-1940
Phone: (805) 654-3836
e-mail: Susan.Hughes@ventura.org

Direct all inquiries to the Project Manager:

Department of Water Resources
Abi Aderonmu
Southern Region Office
770 Fairmont Avenue, Suite 102
Glendale, CA 91203-1035
Phone: (818) 500-1645x248
Fax: (818) 543-4604
e-mail: aaderonm@water.ca.gov

County of Ventura
Sue Hughes
800 South Victoria Avenue
Ventura, CA 93009-1940
Phone: (805) 654-3836
Fax: (805)-654-5106
e-mail: Susan.Hughes@ventura.org

Either party may change its Project Representative or Project Manager upon written notice to the other party.

27. STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan
Exhibit B – Schedule
Exhibit C – Budget
Exhibit D – Standard Conditions
Exhibit E – Report Formats and Requirements
Exhibit F – Local Project Sponsors
Exhibit G – Requirements for Data Submittal
Exhibit H – Guidelines for Grantees
Exhibit I – Grantee Resolution

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

COUNTY OF VENTURA



Paula J. Landis, P.E., Chief
Division of Integrated Regional Water
Management



Sue Hughes,
Deputy Executive Officer

Date 5/2/12

Date 5/1/12

Approved as to Legal Form and Sufficiency



Spencer Kenner, Assistant Chief Counsel
Office of Chief Counsel

Date 5/2/12

EXHIBIT A
WORK PLAN

The Watersheds Coalition of Ventura County IRWM region will through the grantee, implement the following eight projects included in its Proposition 84 Implementation Grant Proposal. A description of the tasks that will be performed to implement each of the projects follows the table below.

Project No.	Implementing Agency	Project Title	Project Summary
R-1	City of Oxnard (Oxnard)	Ventura County Regional Urban Landscape Efficiency Program (VC-RULE)	VC-RULE is a partnership of nine agencies seeking to optimize irrigation practices and systems in the region by implementing landscape water use efficiency audits and improvements. This will translate to water savings and increased water supply reliability for Ventura County.
C-14	Calleguas Municipal Water District (Calleguas)	Calleguas Regional Salinity Management Pipeline, Phase 2A (SMP Phase 2A)	Phase 2A of the SMP will extend the existing regional pipeline for collection and transfer of salty water by an additional 12,000 linear feet, allowing for concentrate discharge from potential future agricultural desalters and wet season discharge from the CamSan. Recycled Water Interconnection.
C-13	Camrosa Water District (Camrosa)	Round Mountain Desalter	Round Mountain Desalter will treat local brackish groundwater using reverse osmosis technology to provide up to 1 million gallons per day (mgd) of a new source of potable water, improve local supply reliability, and reduce Camrosa's purchases of imported water by approximately 10 percent.
C-15	Camarillo Sanitary District (CamSan)	CamSan/Camrosa Recycled Water Interconnection (RW Interconnection)	The Recycled Water Interconnection will be 9,600 feet of 24-inch pipeline to link CamSan's water reclamation plant to the Camrosa storage ponds and the Calleguas SMP. This will allow up to 6.75 mgd of recycled water to be distributed to CamSan and Camrosa's customers from both the pipeline and the storage ponds.
SC-9	United Water Conservation District (UWCD)	Seawater Barrier Pilot Well	The approximately 1,200 feet deep Seawater Barrier Pilot Well will be installed to gain valuable information regarding aquifer effects and benefits through injection of up to 1,000 gallons per minute of potable water for up to 5 years. Additional wells may be added in the future to provide additional barriers to seawater intrusion through injection of potable and/or recycled water treated with reverse osmosis.
SC-10	Ventura County Waterworks District No. 16 (VCWWD No. 16)	Piru Treatment Plant Tertiary Upgrade (Piru Tertiary Upgrade)	The Piru Treatment Plant Tertiary Upgrade will provide tertiary treatment such that the recycled water is suitable for reuse for irrigation. The new system will supersede the existing percolation ponds, eliminating a concentrated source of groundwater salinity.
SC-7	The Nature Conservancy (TNC)	Natural Floodplain Protection Program (NFPP)	Implementation of the NFPP will preserve a critical section of the remaining undeveloped 500-year floodplain in the Santa Clara River Watershed by acquiring property easements to preclude development. Acquisition of these easements will provide downstream flood benefits by allowing flooding to occur upstream in the Watershed.
V-5	Ojai Valley Land Conservancy (OVLC)	Ojai Meadows Ecosystem Restoration Final Phase (Ojai Meadows Ecosystem Restoration)	Ojai Meadows Ecosystem Restoration will remove non-native species and revegetate 41 acres of upland and transitional habitats in the Ojai Meadows Preserve for improved wildlife habitat. The restoration will also stabilize lands that drain to the wetlands that were developed in the prior phase of the project.

1. Ventura County Regional Urban Landscape Efficiency Program

Project Description

This Work Plan describes the Ventura County Regional Urban Landscape Efficiency Program (VC-RULE), a regional urban landscape water use efficiency program designed to improve irrigation efficiency, conserve water, and improve the reliability of Ventura County's water supply.

Nine water agencies representing Ventura County's three primary watersheds have partnered to establish VC-RULE as a regional landscape water use efficiency program:

- Camrosa Water District
- Casitas Municipal Water District
- City of Camarillo Water Division
- City of Oxnard (Oxnard)
- City of Simi Valley/County Waterworks District No. 8
- Ventura County Waterworks District No. 1
- Ventura County Waterworks District No. 17
- Ventura County Waterworks District No. 19
- Lake Sherwood Community Services District

The City of Oxnard is taking the lead in coordinating the program for the other participating agencies. By taking a regional approach to addressing landscape irrigation inefficiencies throughout Ventura County, VC-RULE aims to not only conserve a significant amount of water, but also to deliver a unified regional message that water conservation, and specifically landscape water use efficiency, is an important and necessary component of the region's larger efforts to improve water supply reliability. One of the unique features of VC-RULE's approach to maximizing water savings is that it will bundle landscape irrigation surveys with installation of water savings technologies.

VC-RULE has been designed to achieve the greatest possible water savings by considering the findings of the study, *Evaluation of California Weather-Based "Smart" Irrigation Controller Programs* (Mayer, DeOreo, Hayden, Davis, Caldwell, Miller & Bickel 2009). Consistent with recommendations from this study, VC-RULE will be targeting landscapes with historically high irrigation application rates, rather than just high total irrigation use, to maximize water savings. These landscapes will be identified using participating agencies' utility billing data, and where possible, GIS applications. Program marketing and customer enrollment will be a shared responsibility among the participating agencies and the vendor(s) hired to implement the program, as outlined in the VC-RULE Marketing Plan, Program Guidelines, and Monitoring Plan.

Because WBICs are more expensive to purchase than conventional water-saving devices, VC-RULE will seek to maximize the water savings per program dollar by limiting direct installation of WBICs to customers with lot sizes greater than 1 acre, which is consistent with an analysis conducted in Oxnard (Water Conservation Master Plan 2010). Customers with lots smaller than 1 acre will receive direct installation of low precipitation rate nozzles and a rain shut-off sensor. Low precipitation rate irrigation nozzles and rain shut-off sensors have been shown to be cost-effective for any lot size.

Work Plan for Ventura County Regional Urban Landscape Efficiency Program

Budget Category (a): Direct Project Administration Costs
<p>Task 1: Administration</p> <p>Description: Prepare and submit invoices.</p> <p>Deliverables: Invoices.</p>
<p>Task 2: Labor Compliance Program</p> <p>Description: Perform labor compliance in accordance with the requirements of California Labor Code §1771.5(b).</p> <p>Deliverables: Documentation of labor compliance activities will be submitted to DWR only if requested.</p>
<p>Task 3: Reporting</p> <p>Description: Prepare quarterly and final reports as specified in the Grant Agreement.</p> <p>Deliverables: Quarterly and final reports as specified in the Grant Agreement.</p>
<p>Task 4: Assessment and Evaluation</p> <p>Description: Prepare a Monitoring Plan based on Attachment 6, the Project Performance Measures table. Reporting will be addressed in Task 3.</p> <p>Deliverables: Monitoring Plan.</p>
Budget Category (b): Land Purchase/Easement
<p>Task 5: Land Purchase/Easement</p> <p>Description: No land purchases or easements are required to implement VC-RULE.</p> <p>Deliverables: N/A</p>
Budget Category (c): Planning/Design/Engineering/Environmental Documentation
<p>Task 6: Consumption Data Evaluation and Target Customer Identification</p> <p>Description: Each participating agency will analyze its customer-level water consumption data to identify water customers with the greatest potential for water savings through VC-RULE. Customers will be targeted based on a history of high water application rates, rather than just high water use, to maximize the program's effectiveness. While VC-RULE will be available to all customers within each agency's service area, the customers identified in this task will be specifically targeted for participation. Implementation vendors will receive a list of these customers to prioritize contact.</p> <p>Deliverables: List of targeted customers.</p>

Work Plan for Ventura County Regional Urban Landscape Efficiency Program

Task 7: Environmental Documentation

VC-RULE is categorically exempt under the California Environmental Quality Act (CEQA) under CEQA Guidelines, Section 15061 (b) (3). Therefore no environmental documentation is required.

Deliverables: N/A

Task 8: Permitting

No permits will be required to implement and complete VC-RULE.

Deliverables: N/A

Budget Category (d): Construction/Implementation

Task 9: Vendor Procurement

The VC-RULE implementation contract will be advertised for bidding through standard Oxnard procurement procedures. Oxnard will develop and release a Request for Proposals (RFP) that will include both the purchase and installation of smart controllers, rain sensors, and high efficiency nozzles. Therefore, Oxnard will not be responsible for inventory. The RFP will be sent to local C-27 licensed landscape contractors and/or consulting firms specializing in the management of landscape water conservation programs. The RFP will ask respondents to demonstrate knowledge and expertise for landscape surveys; adjustment and repair of existing irrigation systems, and installation of smart controllers, rain sensors, and nozzles. Evidence of excellent customer service and program administration will also be considered in evaluation of potential vendors.

The pricing structure from the contractor will be on a per unit basis for the controller, controller installation, rain sensor, rain sensor installation, nozzle, and the nozzle installation. The unit costs also includes marketing, evaluation site visit, adjustment of existing systems, customer service follow-up calls, and administration and reporting.

VC-RULE's partners will review the proposals for completeness and to determine whether vendors meet the experience requirements and other criteria. The project will be awarded to the most qualified bidder with a cost-effective proposal. Upon selection, Oxnard will enter into a trade services agreement with the vendor.

Deliverables: Agreement between City of Oxnard and Vendor.

Task 10: Program Implementation

Major components of the scope of work are:

- **Marketing and outreach to potential program participants:**

- Participating agencies identify customers in their service area with the highest irrigation water application rates (i.e., water consumption per area of landscape) in two landscape size categories: less than 1 acre or greater than 1 acre.

- Agencies send targeted customers an introductory letter announcing eligibility for the program.

- List of targeted customers provided to the vendor, who will conduct telephone screening of customers and schedule the landscape surveys.

- Require customers/property owners to sign liability waiver/hold harmless agreement to hold Oxnard and participating agencies harmless for the work done on customers' property.

Work Plan for Ventura County Regional Urban Landscape Efficiency Program

• **Landscape water use surveys:**

- The vendor will conduct on-site landscape surveys to determine the condition of the existing irrigation systems and landscapes, as well as identify the equipment needs for the new controllers and nozzles.
- Inform customer if repairs are needed, and whether existing controllers may be reprogrammed for better results. The survey will also be an opportunity to educate customers about the importance of conservation and the benefits of actively maintaining their irrigation system, both to reduce water waste and save money on their water bills. Require customers to make repairs/improvements prior to installation of the new equipment under VC-RULE.
- Using the data obtained during the on-site landscape survey, the vendor will develop a water budget for each customer's landscape. The vendor will leave the customer with a written summary of findings, recommendations, and next steps.

• **Installation and programming (when necessary) of water-saving devices:**

The vendor will install devices, activate controllers, and test operation, as appropriate. The vendor will also complete paperwork associated with the installation.

• **Follow-up with participating customers:**

- The vendor will follow-up on each installation with a telephone conversation, and a site visit if warranted. The purpose of the call is to ensure the customer understands how to use and program the controller and is satisfied with the program.

• **Summarize customer installation data:** The vendor will provide VC-RULE with a database of accrued customer evaluation and installation data on a monthly basis.

• **Monitor effectiveness:** At approximately one-half of the installation sites, the vendor will be responsible for collecting one year of water use data for comparison to the baseline water budget (pre-retrofit). The datasets will be normalized to account for variations in weather. This analysis will be used to assess incremental savings on a site-specific basis, and may be extrapolated to estimate total water savings under VC-RULE.

Deliverables: Example introductory letter, landscape survey results, customer database, installation and follow-up documentation, monitoring report.

Budget Category (e): Environmental Compliance/Mitigation/Enhancement

Task 11: Environmental Compliance/Mitigation/Enhancement

This project includes no earth movement or other activities requiring Environmental Compliance/Mitigation/Enhancement; therefore, this task is not applicable.

Deliverables: N/A

Budget Category (f): Construction Administration

Task 12: Program Administration

Description: During implementation, Oxnard staff will provide project implementation management and administration, including oversight of and coordination with the vendor, assurance of customer satisfaction with the program, and any necessary documentation.

Deliverables: Quarterly reports prepared under Task 3.

2. Calleguas Regional Salinity Management Pipeline, Phase 2A

Project Description

The Calleguas Creek Watershed has experienced salt accumulation in soils and water supplies from historic and ongoing point and non-point source pollution from urbanization and agriculture. Most of the surface water and groundwater in the Calleguas Creek Watershed contains high levels of total dissolved solids (TDS), chloride, sulfate, and boron resulting from the use of high TDS groundwater supplies, fertilizer use in agricultural activities, and discharges from wastewater plants. Continued use of water from these basins to meet municipal and industrial (M&I) and agricultural irrigation needs and the resulting recharge to the basin is further concentrating salts. These factors have caused watershed impairments, leading to development of total maximum daily loads (TMDLs) for numerous constituents for Calleguas Creek and its tributaries.

In order to address increasing salinity levels and water supply issues in the Calleguas Creek Watershed, Calleguas, working with other agencies and stakeholders through the Calleguas Creek Watershed Management Plan (CCWMP) process, initiated implementation of the SMP. The purpose of the SMP is to allow management of both highly treated municipal wastewater and saline groundwater, thereby facilitating more effective use of local water resources. Specifically, the SMP will be capable of facilitating up to 45,000 acre-feet per year (AFY) of desalted groundwater for M&I and agricultural use, reducing the need to import water to the region.

The SMP consists of a pipeline system to collect highly treated wastewater (in excess of local demand for recycled water) and concentrates from municipal wastewater treatment plants, groundwater treatment facilities (both municipal and agricultural), and various industrial operations located within the Calleguas Creek Watershed. The SMP will convey the effluent to other areas for direct use (e.g., suitable agricultural uses and wetland applications) or an ocean outfall for discharge. Operation of the SMP will substantially reduce the amount of salts released into the Calleguas Creek Watershed, and over time, the SMP will reduce salt concentrations in surface waters and groundwaters within the watershed. In addition, the SMP will enable the development of local brackish groundwater resources for potable and agricultural uses.

The alignment of the pipeline system may ultimately extend approximately 32 miles from its furthest upstream receiving point in the City of Simi Valley to its downstream terminus near the City of Port Hueneme. The pipeline will pass through the cities of Simi Valley, Moorpark, Camarillo, Oxnard, and Port Hueneme, and portions of unincorporated Ventura County. Along its route, the SMP will receive discharges of tertiary treated effluent from several wastewater treatment plants (WWTPs), and concentrates from several desalters. Several of the anticipated desalters that are a part of the Watersheds Coalition of Ventura County's (WCVC's) Integrated Regional Water Management (IRWM) Plan and this Proposition 84 grant proposal include the Camrosa Round Mountain Desalter (C-13) and CamSan/Camrosa Recycled Water Interconnection (C-15).

Phase 2A will consist of approximately 12,000 linear feet of 30-inch-diameter pipe that will extend the SMP further into the Calleguas Creek Watershed. It will connect to the upstream end of the previously constructed SMP Phase 1D, which terminates just north of the Camrosa Water Reclamation Facility's access road. From this point, the pipeline alignment will run in the now-abandoned Old Lewis Road parallel to Calleguas Creek, to its end near the bridge, then, run in easements adjacent to (new) Lewis Road, north and eastward across several agricultural properties. The upstream terminus of Phase 2A will be located at approximately Cawelti Road to connect to the CamSan/Camrosa Recycled Water Interconnection (RW Interconnection).

Work Plan for Calleguas Regional SMP Phase 2A

Budget Category (a): Direct Project Administration Costs
Task 1: Administration Description: Prepare and submit invoices. Deliverables: Invoices.
Task 2: Labor Compliance Program Description: Perform labor compliance in accordance with the requirements of California Labor Code § 1771.5(b). Deliverables: Execution of labor compliance program; documentation furnished to DWR only if requested.
Task 3: Reporting Description: Prepare quarterly and final reports as specified in the Grant Agreement. Deliverables: Quarterly and final reports as specified in the Grant Agreement.
Task 4: Assessment and Evaluation SMP Phase 2A is part of the overall SMP. Due to grant funding already awarded to Calleguas for various previous phases of the SMP, a Project Assessment and Evaluation Plan, Monitoring Plan, and Quality Assurance Project Plan (QAPP) have already been completed and submitted to the RWQCB and/or SWRCB. These documents will be revised, if necessary and appropriate. Deliverables: Revised Monitoring Plan and QAPP, as appropriate.
Budget Category (b): Land Purchase/Easement
Task 5: Right-of-Way Acquisition Calleguas is currently in the process of acquiring easements for the pipeline from a series of private landowners along the desired alignment. Legal descriptions for the easements have been prepared and the necessary easements are being formally requested from the landowners. Deliverables: Easement documents (to be provided as part of the final Specifications).

Work Plan for Calleguas Regional SMP Phase 2A

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 6: Preliminary Design

The Preliminary Design Report has been completed and included the following topics:

- Geotechnical Issues
- Pipeline Alignment
- Pipeline Material
- System Hydraulics
- Crossing and Potential Interfering Utilities
- Traffic Control Issues
- Trenchless installation Methods for Channel and Other Crossings
- Appurtenances, including access manholes, blow offs, and air release/vacuum valves
- Environmental Permitting and Regulations
- Implementation Schedule
- Preliminary Cost Opinion

Deliverables: Completed Preliminary Design Report.

Task 7: CEQA Documentation

Description: Calleguas has prepared the Final Initial Study/Mitigated Negative Declaration, and the Calleguas Board of Directors has certified the document.

Deliverables: Certified Final Initial Study/Mitigated Negative Declaration.

Task 8: Design

Description: The design engineer will prepare plans and specifications to construct SMP Phase 2A. Plans and specifications will be prepared at the 60 percent, 90 percent, and 100 percent design completion levels. At each stage of completion, Calleguas staff and outside technical experts will provide technical review and QA/QC of the plans and specifications.

Deliverables: Final Plans and Specifications for bidding.

Task 9: Permitting

Description: The following permits will be obtained prior to the start of construction:

- County of Ventura Transportation Department: Encroachment Permit
- Ventura County Watershed Protection District: Encroachment Permit
- SWRCB: Coverage under General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities
- RWQCB: Coverage under General Permit for Discharges of Groundwater from Construction Dewatering to Surface Waters
- RWQCB: Coverage under General Permit for Discharges of Low Threat Hydrostatic Test Water to Surface Waters.

Deliverables: Copies of permits (to be provided as part of the Final Specifications).

Work Plan for Calleguas Regional SMP Phase 2A**Budget Category (d): Construction/Implementation****Task 10: Construction Contracting**

Description: Once design is completed, right-of-way is acquired, and all permits are procured, SMP Phase 2A will be advertised for bidding through standard Calleguas procedures. Calleguas will hold a pre-bid meeting and respond to questions from contractors, open and review bids for completeness and to determine whether the contractor meets the experience requirements, and award the project to the responsible bidder with the lowest bid in accordance with the Public Contract Code.

Deliverables: Notice of Award issued to Contractor.

Task 11: Construction

The work involves the construction of Phase 2A Salinity Management Pipeline (SMP) in accordance with Calleguas Municipal Water District's Specifications No. 470 and associated final drawings. Major tasks include:

Furnishing and installation of:

- Approx 12,497 linear feet of 30-inch welded steel pipe OR 32-inch SDR 17 HDPE pipe
- 4 Nos. 42-inch diameter steel casings for 471 total linear feet
- 10 Nos. 24-inch Manhole outlet and concrete access structure
- 2 Nos. Blow-Off Valves
- 5 Nos. Air Vacuum And Release Valve (AVARV)
- Join existing 54-inch SMP main line to newly installed welded steel pipe or HDPE pipe
- Provide 24-inch service connection at Sta.449+15

Deliverables: Record drawings, construction photos.

Budget Category (e): Environmental Compliance/Mitigation/Enhancement**Task 12: Environmental Compliance/Mitigation/Enhancement**

Description: During construction, Calleguas staff and/or qualified engineering consultants will provide environmental compliance services, which may include, but are not limited to, sampling and analysis of stormwater, dewatering water, and hydrostatic test water discharges; specialized archaeological/cultural resource inspection, oversight, and analysis; biological surveys; and compliance reporting for these and other environmental issues.

Deliverables: None.

Budget Category (f): Construction Administration**Task 13: Construction Administration**

Description: During construction, Calleguas staff and/or qualified engineering consultants will provide construction management and administration, including daily on-site observation; inspection of pipe material and fabrication processes at the factory; testing of materials used for construction, including soils and concrete; and documentation of these activities.

Deliverables: Same as for Task 11, Construction.

3. Camrosa Round Mountain Desalter

Project Description

Camrosa Water District's (Camrosa's) plans to construct the Round Mountain Desalter to develop a new source of potable water. The desalter will use reverse osmosis (RO) technology to desalt 1 million gallons per day (mgd) of brackish groundwater that would otherwise not be suitable for municipal use, producing about 1,000 acre-feet per year (AFY) of potable water. This new water supply will reduce demand for water from the State Water Project (SWP), improve local water supply reliability, and effectively remove salts from the Calleguas Creek Watershed (Watershed).

Camrosa currently purchases approximately 10,000 AFY of SWP water imported from the Metropolitan Water District of Southern California who obtains it from the Calleguas Municipal Water District (Calleguas). Substituting water produced at the Round Mountain Desalter, Camrosa will be able to reduce their purchases of imported water by approximately 10 percent.

Water to be treated at the Round Mountain Desalter will be pumped from an existing well on California State University Channel Islands (CSUCI) property. Use of the well will be in accordance with a 30-year renewable lease from CSUCI. The well is part of an abandoned wellfield that taps a perched aquifer near the base of the Conejo Hills. This aquifer is not within a defined Department of Water Resources (DWR) groundwater basin, and is relatively isolated from the Lower Aquifer System of the Oxnard Plain (Brown 2005).

The plant itself will be constructed on land owned by Camrosa, off South Lewis Road near the CSUCI campus. The pipelines from the well to the desalter and the potable distribution system will traverse private land along easements granted by the landowners. The well is locally referred to as the University Well because of its location on the CSUCI campus.

The high-quality potable water produced by the Round Mountain Desalter is needed to support growth of the CSUCI campus and to provide a secondary local water supply in the event of an emergency. The CSUCI campus is at the end of a single water transmission pipeline that renders the campus vulnerable to water service interruptions. Surplus water not used by CSUCI will be delivered to other customers within Camrosa's service area.

At design capacity, treatment of 1 mgd of brackish water will extract up to 3,000 tons of salt per year from the Watershed. The concentrate produced as a by-product of the RO process will be discharged to the Salinity Management Pipeline (SMP) operated by Calleguas. Portions of the SMP are still under development, including Phase 2A, which is project C-14 of this Proposal; however, the desalter will discharge to the existing SMP alignment. The SMP will convey the concentrate to an ocean outfall for safe discharge, or to recycled water users for beneficial reuse.

Work Plan for Camrosa Round Mountain Desalter

Budget Category (a): Direct Project Administration Costs
Task 1: Administration Description: Prepare and submit invoices. Deliverables: Invoices.
Task 2: Labor Compliance Program Description: Perform labor compliance in accordance with the requirements of California Labor Code §1771.5(b). Deliverables: Execution of labor compliance program; documentation furnished to DWR as requested.
Task 3: Reporting Description: Prepare quarterly and final reports as specified in the Grant Agreement. Deliverables: Quarterly and final reports as specified in the Grant Agreement.
Task 4: Assessment and Evaluation Description: Prepare a Monitoring Plan based on Attachment 6, the Project Performance Measures table. This will draw upon an aquifer yield study that was completed to evaluate water supply and quality, relative to the requirements for the desalter. It will be supplemented by groundwater monitoring in accordance with SBX7-6. Reporting will be addressed in Task 3. Deliverables: Monitoring Plan.
Budget Category (b): Land Purchase/Easement
Task 5: Land Purchase/Easement Description: The desalter will be constructed on property owned by Camrosa adjacent to Camrosa's Water Reclamation Facility. Easements have been granted by the owners of agricultural land for pipelines connecting the desalter to both the University Well and the potable distribution system. Deliverables: Easement documents.

Work Plan for Camrosa Round Mountain Desalter

Budget Category (c): Planning/Design/Engineering/Environmental Documentation
<p>Task 6: Design</p> <p>Description: Camrosa previously completed a Request for Proposal (RFP) process, and selected a qualified engineering consultant with appropriate experience for design and construction management of the desalter and associated pipelines. That consultant will prepare the contract documents, including plans and specifications.</p> <p>Deliverables: Final Plans and Specifications.</p>
<p>Task 7: Environmental Documentation</p> <p>Description: Camrosa completed an IS/ND in accordance with CEQA. The ND was certified and adopted by Camrosa's Board of Directors on 21 April 2010. An addendum to the ND will be prepared to assess greenhouse gas (GHG) emissions resulting from construction of the project, in accordance with California Assembly Bill (AB) 32 and Senate Bill (SB) 97.</p> <p>Deliverables: IS/ND and addendum.</p>
<p>Task 8: Permitting</p> <p>Description: The following permits will be obtained prior to construction:</p> <ul style="list-style-type: none"> • California Department of Public Health (CDPH): An updated/amended Water Supply Permit will be obtained to operate the Round Mountain Desalter. Camrosa will prepare a Drinking Water Source Assessment and Protection (DWSAP) report to pursue an amendment to their existing permit. • State Water Resources Control Board (SWRCB): Coverage under the General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities. <p>Deliverables: Copies of permits.</p>
Budget Category (d): Construction/Implementation
<p>Task 9: Construction Contracting</p> <p>Description: Once the design is complete, the Round Mountain Desalter construction project will be advertised for bidding through standard Camrosa bidding procedures and awarded in accordance with the California Public Contract Code.</p> <p>Deliverables: Notice of Award issued to contractor.</p>

Work Plan for Camrosa Round Mountain Desalter

Task 10: Construction

The selected contractor will construct the Round Mountain Desalter in accordance with the final plans and specifications. Specific tasks include:

- Rehabilitate the designated well
- Install SMP discharge line
- Install 4,450 linear feet of Well Supply line
- Install 7,000 Linear feet of Portable (finished) water line
- Install 20,000 gallons finished water tank
- Install finished water booster pump
- Install and furnish 6,000 sq. ft pre-fabricated building
- Install and furnish RO Process Equipment

During construction, Camrosa staff and/or qualified engineering consultants will provide construction management and administration, including testing and oversight for facility integration into the distribution system.

Deliverables: Record drawings, construction photos.

Budget Category (e): Environmental Compliance/Mitigation/Enhancement

Task 11: Environmental Compliance/Mitigation/Enhancement

Description: In response to comments on the ND from the California Department of Fish & Game, Camrosa will ensure that pipeline construction under Long Grade Canyon Creek occurs outside the bird breeding season. Written notice was submitted to Department of Fish & Game (South Coast Region) providing notification of upcoming construction of the pipeline. Work began in early January 2012 and was completed by February 1, 2012, outside of the bird breeding season.

Deliverables: Correspondence was sent to the Department of Fish & Game on October 4, 2011, and November 10, 2011 notifying them of the upcoming pipeline installation, construction schedule and mitigation measures.

Budget Category (f): Construction Administration

Task 12: Construction Administration

Description: Camrosa staff and/or qualified construction management consultants will provide the necessary inspection and oversight, including on-site inspection, material testing, project coordination, and meetings. They will also ensure overall compliance with the contract plans and specifications.

Deliverables: Same as Task 10, Construction.

4. CamSan/Camrosa Recycled Water Interconnection

Project Description

Camarillo Sanitary District (CamSan) and Camrosa Water District (Camrosa) are jointly planning to undertake construction of a recycled water interconnection that will expand recycled water distribution and eliminate wastewater discharge to the salt-impacted Calleguas Creek. Specifically, the project will entail constructing 9,600 linear feet (LF) of new 24-inch-diameter pipeline to facilitate transfers of tertiary-treated wastewater (recycled water) among the CamSan water reclamation plant, CamSan's recycled water distribution system, the Camrosa non-potable storage ponds and distribution system, and the Calleguas Municipal Water District (Calleguas) Salinity Management Pipeline (SMP). Recycled water will only be discharged to the SMP when there is no demand for recycled water, such as during the wet winter months.

CamSan owns and operates a water reclamation plant, adjacent to Conejo Creek. The plant treats about 4 million gallons per day (mgd) of wastewater to the tertiary level (producing disinfected tertiary treated recycled water), and conveys the effluent to a recycled water distribution system for reuse or to Conejo Creek for discharge. Due to the concentration of salt, the effluent has not consistently met the limits of their National Pollutant Discharge Elimination System (NPDES) Permit (No. CA0053597) for discharging to the Creek.

The interconnection will eliminate the discharge to Conejo Creek and will provide CamSan and Camrosa with greater flexibility in managing and distributing recycled water for reuse. CamSan will use the interconnection pipeline to deliver recycled water to new CamSan recycled water customers and the Camrosa storage ponds, from which it can be distributed through Camrosa's extensive non-potable water system.

The connection to the SMP will be used for disposal of any excess recycled water, most likely during winter months when the demand for recycled water for irrigation may be lower.

The interconnection pipeline will have the capacity to convey an average of 7,500 acre-feet of recycled water per year (AFY) from the CamSan water reclamation plant to CamSan customers and/or to the Camrosa ponds and non-potable distribution system for delivery to Camrosa customers for beneficial reuse.

Work Plan for CamSan/Camrosa Recycled Water Interconnection Project

Budget Category (a): Direct Project Administration Costs
Task 1: Administration Description: Prepare and submit invoices. Deliverables: Invoices.
Task 2: Labor Compliance Program Description: Perform labor compliance in accordance with the requirements of California Labor Code §1771.5(b). Deliverables: Execution of labor compliance program; documentation furnished to DWR as requested.
Task 3: Reporting Description: Prepare quarterly and final reports as specified in the Grant Agreement. Deliverables: Quarterly and final reports as specified in the Grant Agreement.
Task 4: Assessment and Evaluation Description: Prepare a Monitoring Plan based on Attachment 6, the Project Performance Measures table. Reporting will be addressed in Task 3. Deliverables: Monitoring Plan.
Budget Category (b): Land Purchase/Easement
Task 5: Land Purchase/Easement Description: CamSan will make every effort to locate the pipeline alignment within existing easements owned by CamSan and/or Camrosa. However, CamSan will need to acquire easements (construction and permanent) for the pipeline from a series of private landowners along a portion of the alignment. Deliverables: Documentation of easement acquisition.

Work Plan for CamSan/Camrosa Recycled Water Interconnection Project

Budget Category (c): Planning/Design/Engineering/Environmental Documentation
<p>Task 6: Design</p> <p>Description: CamSan has completed the design for 7,300 feet of the pipeline alignment. Design will be performed for the remaining 2,300 feet of pipeline.</p> <p>Deliverables: Plans and specifications.</p>
<p>Task 7: Environmental Documentation</p> <p>Description: As noted above, the project was included in a Program EIR for the Renewable Water Resource Management Program, which was prepared and adopted in 2006. An amendment to the Program EIR will be prepared to address the additional 2,300 feet of pipeline that will connect the Camrosa storage ponds to the Calleguas SMP. This amendment will also include greenhouse gas analysis.</p> <p>Deliverables: Final Program EIR and Amendment to Program EIR.</p>
<p>Task 8: Permitting</p> <p>Description: The following permits will be obtained prior to construction:</p> <ul style="list-style-type: none"> • Ventura County Watershed Protection District: Encroachment permit for crossing Calleguas Creek. • RWQCB: NPDES permit for dewatering. • State Water Resources Control Board (SWRCB): Coverage under General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities. <p>Deliverables: Copies of permits (to be provided as part of final specifications).</p>
Budget Category (d): Construction/Implementation
<p>Task 9: Construction Contracting</p> <p>Description: The construction bidding process will be initiated after the final design is completed and the CamSan Board of Directors provides authorization to proceed with the project. The Board will verify that permitting and CEQA documentation have been completed and funding is available for the project. The construction bidding process for the project will follow California Public Contract Code requirements, which require public bidding, prevailing wage verification, etc.</p> <p>Deliverables: Notice of Award issued to Contractor.</p>

Work Plan for CamSan/Camrosa Recycled Water Interconnection Project

Task 10: Construction

The contractor will construct the interconnection in accordance with the final plans and specifications. . Specifically, the tasks include:

- Install and furnish a total 9,600 linear feet of 24-inch diameter pipeline to facilitate transfers of tertiary treated wastewater.
- Connect newly installed pipeline to CamSan Wastewater Treatment Plant
- Connect newly installed pipeline to Calleguas MWD Salinity Management Pipeline (SMP)
- Connect newly installed pipeline to existing Camrosa 15-inch pipeline.

Deliverables: Record drawings, construction photos.

Budget Category (e): Environmental Compliance/Mitigation/Enhancement

Task 11: Environmental Compliance/Mitigation/Enhancement

Description: During construction, CamSan staff and/or qualified consultants will provide environmental compliance services, which may include, but are not limited to: sampling and analysis of groundwater during dewatering activities and discharges from hydrostatic testing, and ensuring that mitigation measures described in the CEQA document are implemented. Applicable elements of the Monitoring Plan prepared in Task 4 will be implemented in this task.

Deliverables: None.

Budget Category (f): Construction Administration

Task 12: Construction Administration

Description: During construction, CamSan and/or their designated consultants will provide construction management and administration, including daily on-site observation; testing of materials to be used for construction, including soils and concrete; and documentation of these activities.

Deliverables: Same as for Task 10, Construction.

5. United Water Conservation District Seawater Barrier Pilot Well

Project Description

United Water Conservation District (UWCD), in partnership with the City of Oxnard (Oxnard), is developing a Seawater Barrier Pilot Well to explore the feasibility of installing aquifer storage and recovery (ASR) wells that allow injection of potable water (or highly treated recycled water) into the deep aquifer, as well as extraction from the recharged aquifer. Injection of water is expected to limit seawater intrusion and protect and improve water quality. The pilot well is also expected to raise public awareness of the benefits of groundwater injection, potentially paving the way for public acceptance of recycled water injection. When the seawater barrier is fully implemented as planned, it will provide flexibility for management of local groundwater and recycled water, and may reduce the need for imported water.

With the pilot well, it will be possible to:

- Evaluate whether the designated location is optimal for installation of the full wellfield.
- Confirm that the chemistry of groundwater from the shallow supply aquifer is compatible with the deep receiving aquifer.
- Assess the rate of flow and direction of injected water away from the well.
- Determine backwashing requirements.
- Provide data for the permitting process for injection of recycled water into a potable aquifer.

Water to be injected during the pilot study will be groundwater pumped from the shallow aquifer in the Oxnard Forebay, where there are ample supplies due to recharge by surface water diversions and the Santa Clara River. The water will be conveyed to the pilot well site via the Ocean View pipeline in Hueneme Road, which is owned by UWCD and operated as part of the Oxnard-Hueneme (OH) potable water system.

Completion depth of the pilot well will be about 1,000 to 1,200 feet below ground surface (bgs). The lower aquifer will be screened, and the upper aquifers will be sealed off. The injection capacity of the well is projected at 1,000 gallons per minute (gpm), based on a pumping capacity of at least 2,000 gpm.

Potable water will be injected for a period of about five years to monitor the effects and benefits of ASR. At the conclusion of the study, a decision will be made by UWCD and Oxnard, in conjunction with UWCD's other stakeholders, on whether to proceed with the full-scale seawater barrier wellfield. If so, the pilot well will be considered the first well of the wellfield. The water supply for the full implementation may include recycled water, pumped water, or some combination of sources.

In the event that the seawater barrier is found to be infeasible, the well will most likely be used for the City of Oxnard's own recycled water injection program for recycled water storage or to continue to inject groundwater from the OH wellfield in the Oxnard Forebay. Alternatively, it could be used as an agricultural delivery well for the pumping trough pipeline (PTP) or an emergency backup well to the Oxnard-Hueneme potable water system. The PTP system is non-potable system that supplies surface and groundwater to local farms.

Of the available options, continuation of potable injection would be the most protective of the aquifers. Nevertheless, the other options provide the maximum flexibility to ensure that the well will be put to beneficial use no matter the outcome of the pilot program.

Work Plan for UWCD Seawater Barrier Pilot Well

Budget Category (a): Direct Project Administration Costs
Task 1: Administration Description: Prepare and submit invoices to DWR. Deliverables: Invoices.
Task 2: Labor Compliance Program Description: Perform labor compliance in accordance with the requirements of California Labor Code §1771.5(b). Deliverables: Execution of labor compliance program; documentation furnished to DWR as requested.
Task 3: Reporting Description: Prepare quarterly and final reports as specified in the Grant Agreement. Deliverables: Quarterly and final reports as specified in the Grant Agreement.
Task 4: Assessment and Evaluation Description: Prepare a Monitoring Plan based on Attachment 6, the Project Performance Measures table. Reporting will be addressed in Task 3. Deliverables: Monitoring Plan.
Budget Category (b): Land Purchase/Easement
Task 5: Property Appraisal Description: An appraisal of the well site has been completed to justify and support the cost of purchasing the easement from a private landowner. The appraisal covered both a permanent well site easement and a temporary construction easement. Deliverables: Completed Appraisal report.
Task 6: Phase 1 Site Assessment Description: A Phase 1 Environmental Site Assessment report was prepared to evaluate the potential presence of contaminated or hazardous materials at the future well site. Deliverables: Completed Phase 1 Environmental Site Assessment Report.

Work Plan for UWCD Seawater Barrier Pilot Well

Task 7: Well Site Easement Acquisition

Description: UWCD has purchased a permanent well site easement for the Seawater Barrier Pilot Well and a temporary construction easement to provide land area on which to store equipment during the construction phase of the project.

Deliverables: Easement documents to be part of final plans and specifications.

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 8: Supplemental CEQA Documentation

Description: A supplemental CEQA document will be prepared to update the existing (2004) EIR. It is expected that the document will be a MND. The documentation will be adopted by UWCD's Board of Directors. The supplemental CEQA document will address GHG emissions impacts, as required under AB 32 and the SB 97 amendment to CEQA.

Deliverables: Final MND.

Task 9: Well Plans and Specifications

Description: Plans and specifications will be prepared for the well drilling contract documents. This contract will cover drilling the well, development and testing of the well, a stainless steel casing, sanitary seal, and a flange at ground level.

Deliverables: Well drilling contract documents.

Task 10: Wellhead Improvement Plans and Specifications

Description: Plans and specifications will be prepared for the wellhead improvements, which include the pump, motor, electrical panels, piping, valves, electrical/SCADA system components service, pipeline connection to the Ocean View pipeline, pipeline connection to the Calleguas SMP, well pad, access road, fencing, and landscaping.

Deliverables: Wellhead improvements contract documents.

Task 11: Permitting

Description: The following permits will be obtained prior to construction:

- Ventura County: Drilling permit from the Ventura County Watershed Protection District (VCWPD).
- Ventura County: Encroachment permit for Hueneme Road.
- Regional Water Quality Control Board (RWQCB): Coverage under General Permit for Discharges of Low Threat Hydrostatic Test Water to Surface Waters.

UWCD will use the services of a consultant(s) to help obtain the permits.

Deliverables: Copies of permits.

Work Plan for UWCD Seawater Barrier Pilot Well

Budget Category (d): Construction/Implementation

Task 12: Construction Contracting

Description: After the design is completed, construction of the Seawater Barrier Pilot Well will be advertised for public bidding through UWCD's standard construction bidding procedures. This will be done as two discrete requests for proposals (RFPs): one for well drilling and another for the wellhead improvements. UWCD will hold a pre-bid meeting for each contract. UWCD's Board of Directors will award the contract for each scope to the responsible bidder with the lowest bid, in accordance with the Public Contract Code.

Deliverables: Notices of award for the two contracts.

Task 13: Well Construction

Description: Once the well drilling construction contract has been awarded and the contract documents executed, the contractor will drill, construct and develop the well, in accordance with the plans and specifications. Major tasks include:

- Install Pilot Well with:
 - Completion depth of 1,000 to 1,200 feet below ground surface
 - Injection capacity at 1,000 gpm
 - Extraction capacity of at least 2,000 gpm

Deliverables: Well completion report (DWR Form 188), pipeline and pumping facility record drawings, construction photos.

Task 14: Wellhead Improvements Construction

Description: Once the wellhead improvements construction contract has been awarded and the contract documents executed, and the well has been constructed, the contractor will construct the wellhead facilities in accordance with the plans and specifications. Specific tasks include:

- Install wellhead improvements, which include:
 - the pump, motor, electrical panels, piping, valves, electrical/SCADA system components service, well pad
- Install pipeline connection to the Ocean View pipeline,
- Install pipeline connection to the Calleguas SMP
- Install access road, fencing, and landscaping.

Deliverables: Record drawings, construction photos.

Budget Category (e): Environmental Compliance/Mitigation/Enhancement

Task 15: Environmental Compliance & Mitigation

Description: During construction, UWCD staff and/or their designated engineering consultants will provide environmental compliance services, which may include, but are not limited to sampling and analysis of pumped well water and/or water discharged from hydrostatic testing; specialized archaeological and cultural resource inspection, oversight, and analysis; and compliance reporting for these and other environmental issues.

Deliverables: Compliance monitoring report(s).

Budget Category (f): Construction Administration

Task 16: Construction Administration

Description: During the two stages of construction, UWCD staff and/or their designated consultants will provide construction management and administration, including daily on-site observation; inspection of materials and equipment; and documentation of activities.

Deliverables: Record drawings, construction photos.

6. Ventura County Waterworks District No. 16, Piru Treatment Plant Tertiary Upgrade

Project Description

The Piru Wastewater Treatment Plant (PWWTP) is owned and operated by Ventura County Waterworks District No. 16 (VCWWD No. 16) to provide sewage treatment for the Piru disadvantaged community (DAC). The existing facilities provide secondary wastewater treatment. This work plan describes the approach for constructing the Piru Treatment Plant Tertiary Upgrade (Piru Tertiary Upgrade), as shown on Figure 9, which will enable VCWWD No. 16 to treat wastewater to meet California Code of Regulations (CCR), Title 22 requirements for unrestricted recycled water. The recycled water supply will be available for agricultural irrigation allowing local groundwater and surface water to be put to other uses.

The existing PWWTP facilities were recently replaced at the same site, as required by Waste Discharge Requirements (WDRs) Order No. R4-2009-0027 from the California Regional Water Quality Control Board, Los Angeles Region (RWQCB) (dated 5 February 2009). The new plant, which began operating in February 2010, has a design capacity of 500,000 gallons per day. An oxidation ditch is used for secondary treatment, and final effluent is currently discharged to two groundwater percolation ponds.

When the tertiary treatment system is operational, use of the percolation ponds will be discontinued. This will eliminate the percolation of treated effluent containing high concentrations of chloride and total dissolved solids (TDS) through the ponds, facilitating compliance with RWQCB requirements to reduce salt loading to the groundwater. The recycled water is expected to be used by neighboring nurseries and citrus farmers as shown on Figure 10 in the Project Map section.

The Piru Tertiary Upgrade will entail:

- Developing a 14,000 square-foot site adjacent to the existing treatment facilities.
- Installing a pump lift station.
- Installing tertiary filters.
- Incorporating chemical disinfection facilities.

Because the upgrade was planned as a second phase of the recent PWWTP replacement project, the site was set aside and the facilities designed in the first phase included infrastructure to readily connect the tertiary upgrade, such as plant effluent piping, spare electrical and control conduits, and reserved space in the electrical cabinets for power supply.

The tertiary upgrade will be constructed using the design-build (D/B) project delivery method, which was successfully employed in the first phase. The design-build approach reduces the duration of the overall project schedule.

Work Plan for VCWWD No. 16 Piru Treatment Plant Tertiary Upgrade

Budget Category (a): Direct Project Administration Costs
<p>Task 1: Administration</p> <p>Description: Prepare and submit invoices.</p> <p>Deliverables: Invoices</p>
<p>Task 2: Labor Compliance Program</p> <p>Description: Perform labor compliance in accordance with the requirements of California Labor Code §1771.5(b).</p> <p>Deliverables: Execution of labor compliance program; documentation furnished to DWR as requested.</p>
<p>Task 3: Reporting</p> <p>Description: Prepare quarterly and final reports as specified in the Grant Agreement.</p> <p>Deliverables: Quarterly and final reports as specified in the Grant Agreement.</p>
<p>Task 4: Assessment and Evaluation</p> <p>Description: Prepare a Monitoring Plan based on Attachment 6, the Project Performance Measures table. Reporting will be addressed in Task 3.</p> <p>Deliverables: Monitoring Plan.</p>
Budget Category (b): Land Purchase/Easement
<p>Task 5: Land Purchase/Easement</p> <p>Description: The land for this project was purchased in 2009 and is owned by VCWWD No. 16. No additional land or right-of-way acquisition is required.</p> <p>Deliverables: Not applicable.</p>
Budget Category (c): Planning/Design/Engineering/Environmental Documentation
<p>Task 6: Design</p> <p>Description: This project will be a D/B project. The final design will be completed by the selected D/B team's engineer in accordance with requirements defined in the Request for Proposals (RFP).</p> <p>Deliverables: Plans and specifications prepared by D/B engineer.</p>

Work Plan for VCWWD No. 16 Piru Treatment Plant Tertiary Upgrade

Task 7: Environmental Documentation

Description: A CEQA MND for the upgrade/expansion of the PWWTP was certified by the Board of VCWWD No. 16 on 28 September 2004. An Addendum to the MND for PWWTP Upgrade/Expansion Project was adopted by the Board on 7 August 2008. The Addendum included the construction of the Tertiary Upgrade. Greenhouse gas mitigation measures are also addressed in the Addendum.

Deliverables: Completed CEQA documents.

Task 8: Permitting

Description: Permits will be obtained prior to construction per the D/B specifications:

- SWRCB: Coverage under General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, if applicable.
- RWQCB: An Amended Report of Waste Discharge (ROWD) will be submitted to obtain updated WDRs for the treatment system upgrade.
- RWQCB: A reclaimed water permit that incorporates California Department of Public Health CDPH requirements.

Deliverables: Copies of permits.

Budget Category (d): Construction/Implementation

Task 9: Construction Contracting

Description: To implement a D/B contracting approach, prospective construction contractors will be invited to submit qualifications and a proposal through a RFQ/RFP process, and proposals will be evaluated by an independent technical review committee. The recommended proposal will then be presented to the Board of VCWWD No. 16 for award.

Deliverables: Notice of Award and contract issued to Contractor.

Task 10: Construction

Description: The D/B team will construct the Piru Tertiary Upgrade in accordance with the final plans and specifications. Specifically, the D/B contractor will:

- Develop a 14,000 square-foot site adjacent to existing PWWTP facilities
- Install a pump lift station
- Install tertiary filters
- Incorporate chemical disinfection facilities

Deliverables: Record drawings, construction photos.

Work Plan for VCWWD No. 16 Piru Treatment Plant Tertiary Upgrade

Budget Category (e): Environmental Compliance/Mitigation/Enhancement

Task 11: Environmental Compliance/Mitigation/Enhancement

Description: Environmental compliance and mitigation measures cited in the CEQA MND will be implemented, as appropriate.

Deliverables: Reporting of mitigation in quarterly reports.

Budget Category (f): Direct Project Administration Costs

Task 12: Construction Administration

Description: During the construction phase, Ventura County Public Works Agency Water and Sanitation Department staff will provide construction management and administration, including daily on-site inspections. Any specialized inspections, such as those for welding and coating, will be performed by qualified consultants.

Deliverables: Included in Task 10, Construction.

7. The Nature Conservancy Natural Floodplain Protection Program

Project Description

The Nature Conservancy (TNC) is planning to implement the Natural Floodplain Protection Program (NFPP). This program will preserve critical sections of the remaining 500-year floodplain in the Santa Clara River Watershed by establishing a Floodplain Conservation Zone (FCZ), in which private property easements will be acquired as a means to prevent future development.

The NFPP is targeting acquisition of 225 acres of easement in the 500-year floodplain of the Santa Clara River Watershed, which covers approximately 4,100 acres. TNC anticipates that with acquisition of sufficient easements in key areas of the 500-year floodplain, the risk of development on the remaining lands will be substantially reduced, and therefore it will not be necessary to acquire easements across the entire floodplain. Portions of the 500-year floodplain have already been protected by TNC and under other conservation programs.

The process will be facilitated by the Floodplain Working Group (FWG), a group of stakeholders that includes:

- Ventura County Watershed Protection District (VCWPD)
- Ventura County Farm Bureau (Farm Bureau)
- Ventura County Resource Conservation District (VCRCD)
- Natural Resources Conservation Service (NRCS)
- TNC.

These organizations have all signed a Memorandum of Understanding and contributed funds or in-kind services toward maintaining local floodplains. The NFPP approach was developed by the FWG and is being implemented by the TNC. The FWG stakeholder relationship is critical to the success of the NFPP because it is a forum in which the diverse interests of agriculture, ecosystem restoration, and flood management come together to solve problems of common interest.

The 225 acres of flood (inundation) easements that will be purchased by TNC will be primarily working farmland, where the existing land uses will not be disrupted by easements. Farmers will receive compensation for preserving their property as part of the functioning floodplain, while giving up the rights to develop the land which will be documented on the deed for the property. The value of the easements will be established through negotiations with individual landowners. Participation will be completely voluntary, and there will be no penalty for not participating.

Protecting the floodplain from development will ensure that the land can continue to provide natural flood control for high river flows at relatively low cost, with no infrastructure requirements, and no need for future construction and maintenance of levees. At the same time, the easements will preserve an important area of natural aquatic and riparian habitat. Preventing development assures that future property damage due to flooding will be avoided both upstream and downstream. This eliminates the need for construction of additional flood control structures that are costly to permit, construct, and maintain.

The NFPP is envisioned as an important first step in a long-term floodplain protection strategy for the Santa Clara River Watershed. Future easements will be planned, funded and implemented by TNC, and, potentially, in the future by other FWG members.

Work Plan for TNC Natural Floodplain Protection Program

Budget Category (a): Direct Project Administration Costs
Task 1: Administration Description: Prepare and submit invoices. Invoices will be submitted for payment to escrow account prior to closing on acquired easements as is customary with other State grant programs that involve property transactions. Deliverables: Invoices.
Task 2: Labor Compliance Program Description: This project does not include a labor component. Deliverables: Not applicable to this project.
Task 3: Reporting Description: Prepare quarterly and final reports as specified in the Grant Agreement. Deliverables: Quarterly and final reports as specified in the Grant Agreement.
Task 4: Assessment and Evaluation Description: TNC, SCC, and the FWG are in the process of identifying and prioritizing parcels to be protected for the floodplain protection project. This prioritization will be based in part on existing work completed by SCC and the VCWPD. TNC will prepare a Monitoring Plan based on Attachment 6, the Project Performance Measures table. Deliverables: Floodplain parcel prioritization plan and Monitoring Plan.
Budget Category (b): Land Purchase/Easement
Task 5: Land Purchase/Easement <ul style="list-style-type: none">➤ Identify and Prioritize floodplain parcels➤ Prepare Draft Easements for Identified parcels➤ Contact individual land owners and negotiate terms of final easements➤ Prepare Final Easement Agreements➤ Acquire 225 acres of easement in the 500-year floodplain of the Santa Clara River Watershed. Deliverables: Final easement agreements.

Work Plan for TNC Natural Floodplain Protection Program

Budget Category (c): Planning/Design/Engineering/Environmental Documentation
Task 6: Environmental Documentation Description: This project is exempt under CEQA under two categories: Acquisition for Wildlife Conservation Purposes (Class 13) and Open Space Contracts of Easements (Class17). If any smaller easements are acquired, they will also be exempt under Small Habitat Restoration Projects (Class 33), which applies to parcels of 5 acres or less. A Notice of Exemption will be filed with the Ventura County Clerk/Recorder. Deliverables: Notice of Exemption.
Budget Category (d): Construction/Implementation
Not applicable.
Budget Category (e): Environmental Compliance/Mitigation/Enhancement
Not applicable.
Budget Category (f): Construction Administration
Not applicable.

8. Ojai Valley Land Conservancy Ojai Meadows Ecosystem Restoration Final Phase

Project Description

The Ojai Meadows Ecosystem Restoration, Final Phase, will complete a two-phase project that was initiated in 2006 to improve stormwater management and flood control by creating a wetlands in the Ojai Meadows Preserve (OMP). The OMP land is owned by the Ojai Valley Land Conservancy (OVLC) and managed for public access and habitat creation and protection.

In this phase of work, OVLC plans to restore the remaining 41 acres of upland and transitional habitats within the OMP to complement the newly-restored wetland features. This will serve to place the wetlands in an ecological context that is self-sustaining. The additional areas, which are currently vegetated with non-native plants and weeds, will be revegetated with native plants and trees to develop habitat and provide a buffer zone that will naturally stabilize eroding hillsides and integrate with the restored wetlands. The plan for revegetation will entail planting:

- 20 acres of native grasslands and valley oak savannah that will reduce erosion from the uplands that could threaten the wetlands.
- 20 acres of coast live oak woodlands and live oak savannah to provide vertical structure and hunting areas for birds.
- 1 acre of coastal sage scrub interspersed within the oak woodlands for diversity and habitat transition.
- Additional plantings in the existing wetlands channels to enhance filtration and treatment of the stormwater entering the wetlands.

The project also provides for weed management by mowing or hand weeding, removal of some non-native plants, and performance monitoring until the new habitat is well-established and self-sustaining, an estimated period of three years.

Native oak and grassland habitats are particularly important to the ecological functioning of the site because they provide the vertical structure and hunting ground necessary for sustainable bird populations, including migratory birds on the Pacific Flyway. Other benefits of revegetation include improved stormwater filtration, which will improve water quality of the wetlands, and erosion control. By planting with the same species found together in nature, the project will create plant communities that are complementary and lead to long-term sustainability.

Trees will be planted at densities that vary by species and habitat objectives as described in the *Ojai Meadows Preserve Habitat Restoration and Flood Control Plan* that was completed in 2004 (OMP Restoration Plan). In the 20 acres designated for native grasslands and valley oak savannah as shown on Figure 12, planting density will be 10 valley oak savannah trees and 10 shrubs per acre. Areas between the trees will be sown with seeds for native grasses and wildflowers. Trees will be planted in clusters of three, on 10-foot centers, assuming one tree per cluster will survive to maturity. Companion shrubs will be planted alongside the trees at 4-foot centers, allowing them to grow together and shade out weeds.

In the 20 acres of live oak woodlands and live oak savannah, 9 acres will be planted with dense coast live oak woodland to establish approximately 75 trees per acre. The goal is 700 surviving coast live oaks and 945 companion plants in this area. In the 11 acres east of the eucalyptus grove, live oak savannah will be planted at a lower density, allowing for native grasslands between the trees. The goal for this area is 25 oak and associated trees per acre and 60 companion plants per acre.

The scattered coastal sage scrub species will be planted in higher density clusters, on 4-foot centers, covering an estimated total of 1 acre of the OMP.

Work Plan for OVLC Ojai Meadows Ecosystem Restoration

Budget Category (a): Direct Project Administration Costs
Task 1: Administration Description: Prepare and submit invoices. Deliverables: Invoices.
Task 2: Labor Compliance Program Description: Perform labor compliance in accordance with the requirements of California Labor Code §1771.5(b). Deliverables: Execution of labor compliance program; documentation furnished to DWR as requested.
Task 3: Reporting Description: Prepare quarterly and final reports as specified in the Grant Agreement. Deliverables: Quarterly and final reports as specified in the Grant Agreement.
Budget Category (b): Land Purchase/Easement
Task 4: Land Purchase/Easement Description: The land where the project will be undertaken is already owned by the OVLC. No additional land or easements are necessary or planned. Deliverables: N/A
Budget Category (c): Planning/Design/Engineering/Environmental Documentation
Task 5: Planning Description: All planning activities have been completed. Deliverables: OMP Restoration Plan.
Task 6: Design/Engineering Description: All design activities have been completed and are found within the OMP Restoration Plan. Deliverables: OMP Restoration Plan.

Work Plan for OVLC Ojai Meadows Ecosystem Restoration

Task 7: Environmental Documentation

Description: A MND was previously completed to satisfy the requirements of CEQA. A supplemental memorandum assessing greenhouse gas (GHG) emissions resulting from construction of the project and GHG uptake attributable to project operation, in accordance with AB 32 and SB 97, will be prepared and submitted with the quarterly reporting.

Deliverables: Completed MND and GHG Memorandum.

Task 8: Permitting

Description: All necessary permits have been obtained, including:

- City of Ojai: Grading permit
- City of Ojai: tree permit
- Ventura County: Grading permit
- Ventura County: Tree permit
- Ventura County Watershed Protection District: Encroachment Permit
- US Army Corps of Engineers: Nationwide Permit 27
- California Department of Fish and Game (CDFG): Streambank Alteration Agreement
- California Regional Water Quality Control Board (RWQCB): Section 401 Water Quality Certification
- State Water Resources Control Board (SWRCB): Coverage under General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities.

Deliverables: Copies of permits.

Budget Category (d): Construction/Implementation

Task 9: Construction Contracting

Description: A Request for Proposals (RFP) for mowing contractors will be prepared and advertised. Prospective bidders will be asked to list their qualifications and hourly rates for using both a rotary and a flail mower. Contractor selection will be based on a proposed hourly cost for mowing and the type of equipment proposed for use. A contract agreement will be prepared for the selected contractor. It should be noted that some work will be completed by OVLC staff, OVLC volunteers, and/or California Conservation Corps (CCC) staff, as has occurred on other OVLC projects as described further in Section III.

Deliverables: Notice of Award issued to contractors, agreements with CCC.

Work Plan for OVLC Ojai Meadows Ecosystem Restoration

Task 10: Construction

- First year activities will entail several rounds of manual and mechanical weed management. The site will initially be mowed close to the ground in the late summer using a flail mower.
- Throughout the following winter, weed sprouts will be removed by hand by OVLC staff, OVLC volunteers, and/or CCC staff and by repeated mowing to substantially exhaust the seed bank.
- Native grass and wildflower seeds will be broadcast on areas where weed management is successful.
- Additional first year activities will include removing a number of non-native trees (e.g., eucalyptus, lotus, and pepper trees) to provide opportunities for native plants;
- Further plantings in the existing wetlands channels, as needed to meet plant density performance standards for stormwater management.
- Weed management on sections of the wetland channels that will have been planted in winter 2010 and spring 2011. Plantings will be performed by OVLC staff, OVLC volunteers, and/or CCC staff.
- In the second fall, larger-scale seeding will be undertaken throughout the project site and potted plant stock will be installed. Most plants will be grown by a commercial nursery, while some will be grown at an existing nursery on the restoration site.
- Wood chip mulch will be applied in areas where potted stock is installed to retain soil moisture and suppress weed/grass growth.
- Periodic mowing by the mowing contractor will begin in the seeded areas and continue on the site through the first 3 years.
- Plants will be irrigated using an existing, expanded portable, modular irrigation system until the site receives 3 inches of rain. If prolonged dry periods follow, plants may be irrigated to ensure survival. Irrigation needs will decline as plants become established.
- Throughout the project, 2,000 pounds of native seed mixes will be applied on the site and 10,000 plants will be planted by OVLC staff, OVLC volunteers, and/or CCC staff.

Deliverables: Construction Photos.

Work Plan for OVLC Ojai Meadows Ecosystem Restoration

Budget Category (e): Environmental Compliance/Mitigation/Enhancement

Task 11: Assessment and Evaluation

Description: Prepare a Monitoring Plan based on Attachment 6, the Project Performance Measures table. The Monitoring Plan will leverage site monitoring protocols presented in the OMP Restoration Plan, including field data collection and analysis to assess the extent of native and non-native plant cover and biodiversity. Following installation of each planted area, baseline monitoring data will be collected by OVLC staff and/or OVLC volunteers and used as a basis for subsequent monitoring of project success. Monitoring will be both quantitative and qualitative, and will address areas planted with oak woodlands and grasslands, as well as the planted drain channels. Reporting will be addressed in Task 3.

Deliverables: Monitoring Plan.

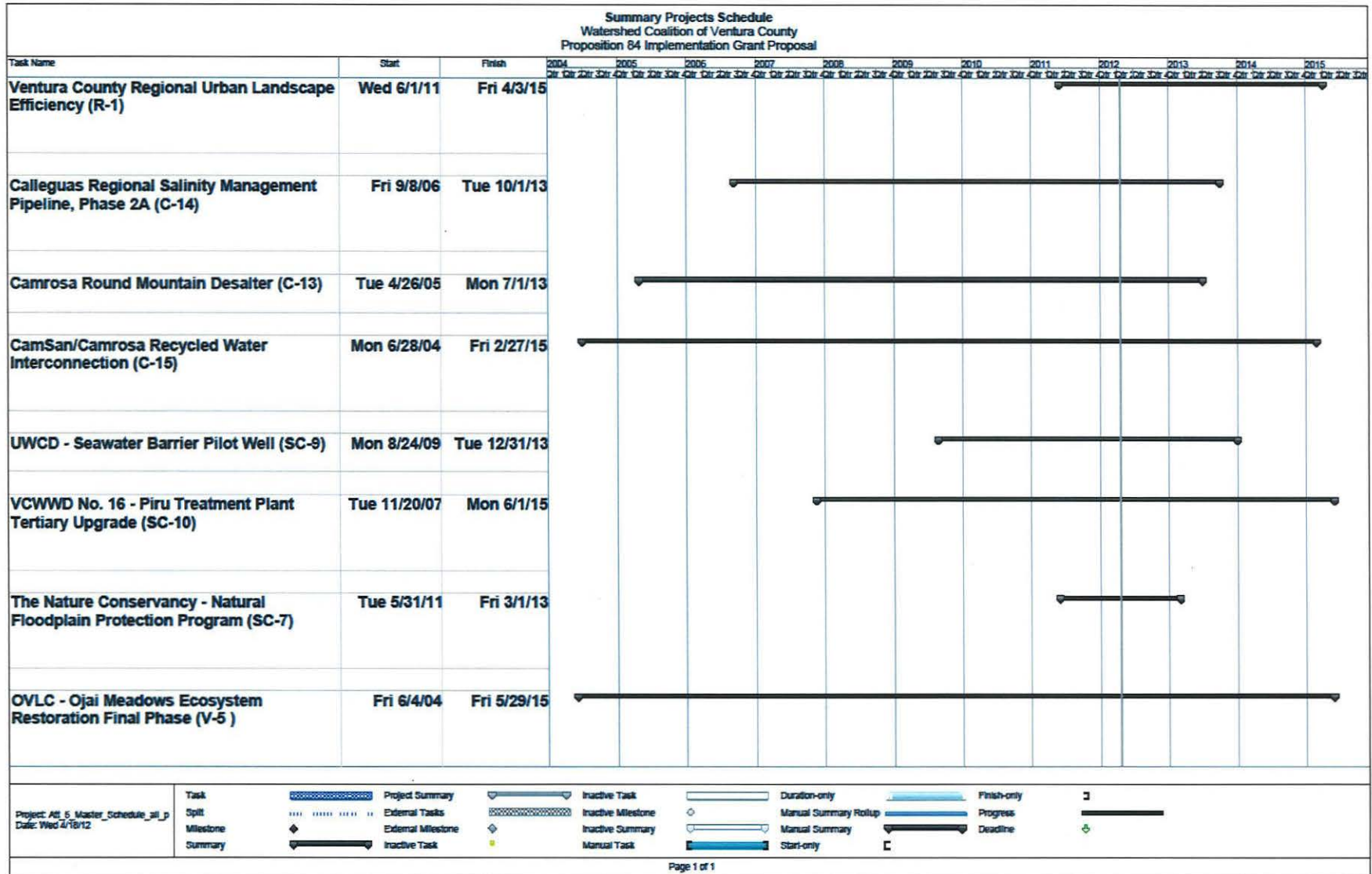
Budget Category (f): Construction Administration

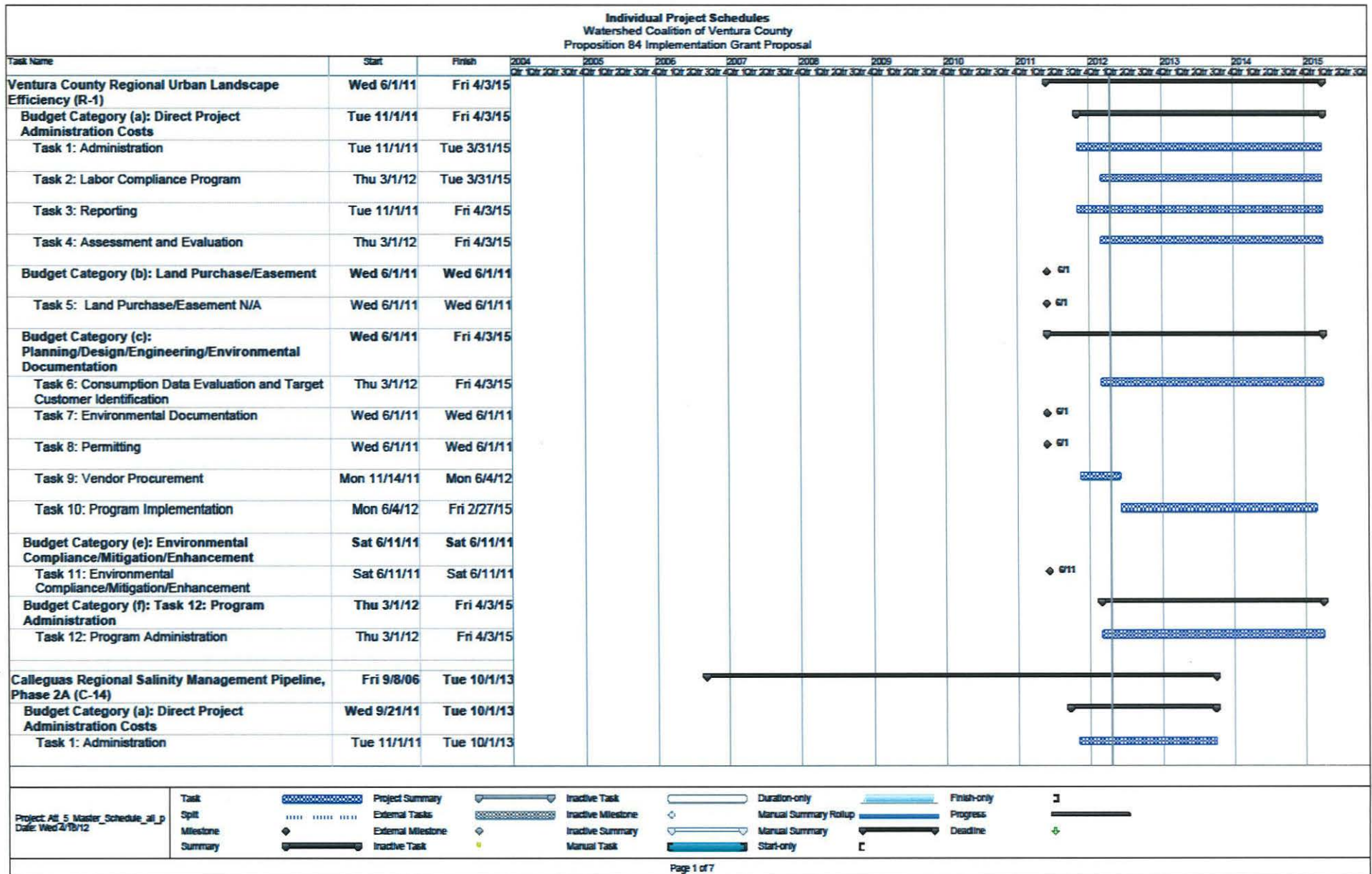
Task 12: Construction Administration

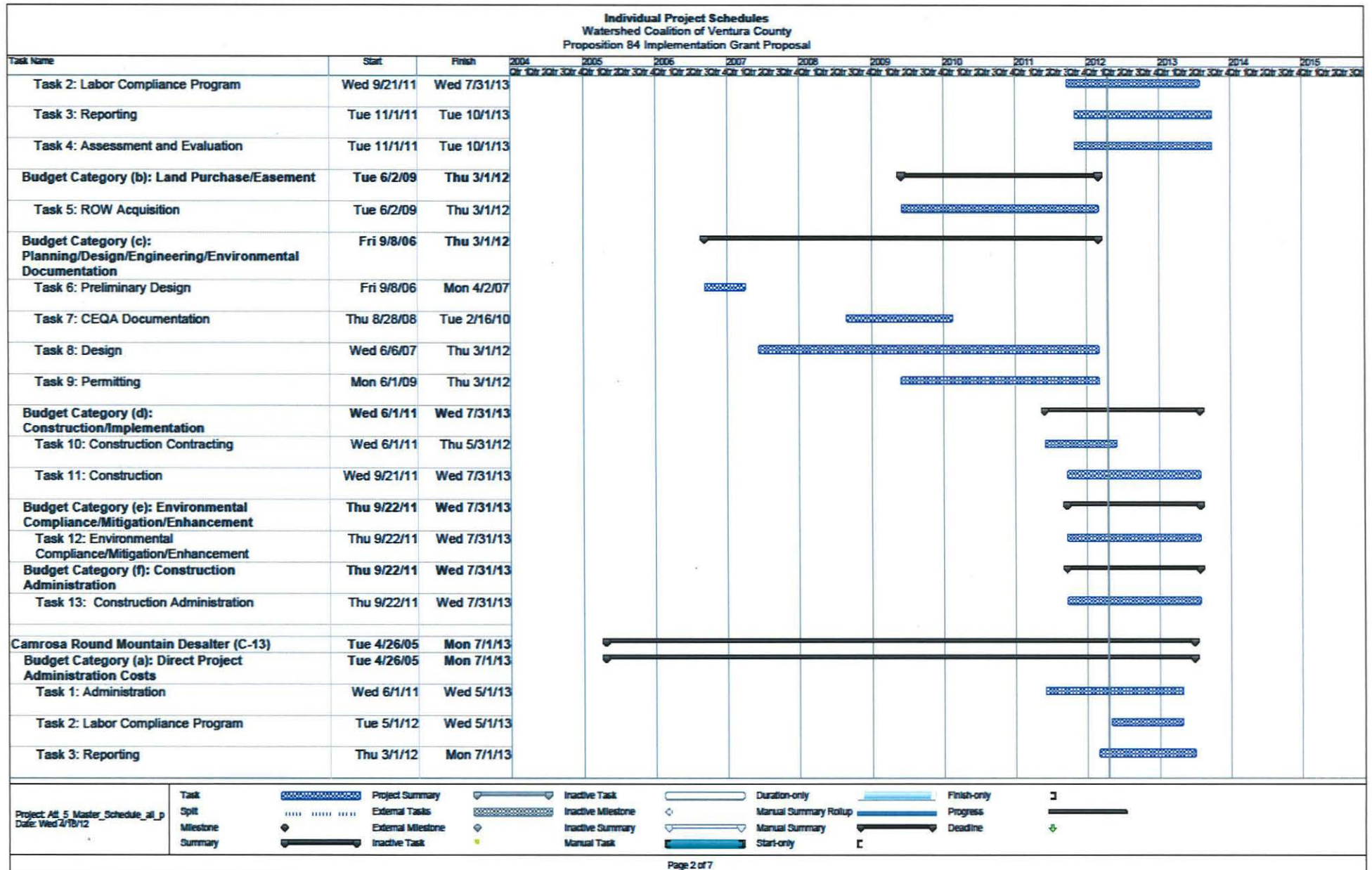
Description: Contract administration will include orienting staff and contractors to the specific work they are undertaking, field inspections of all work by the project manager, reviewing contractor invoices, and ensuring proper payment for contracted tasks.

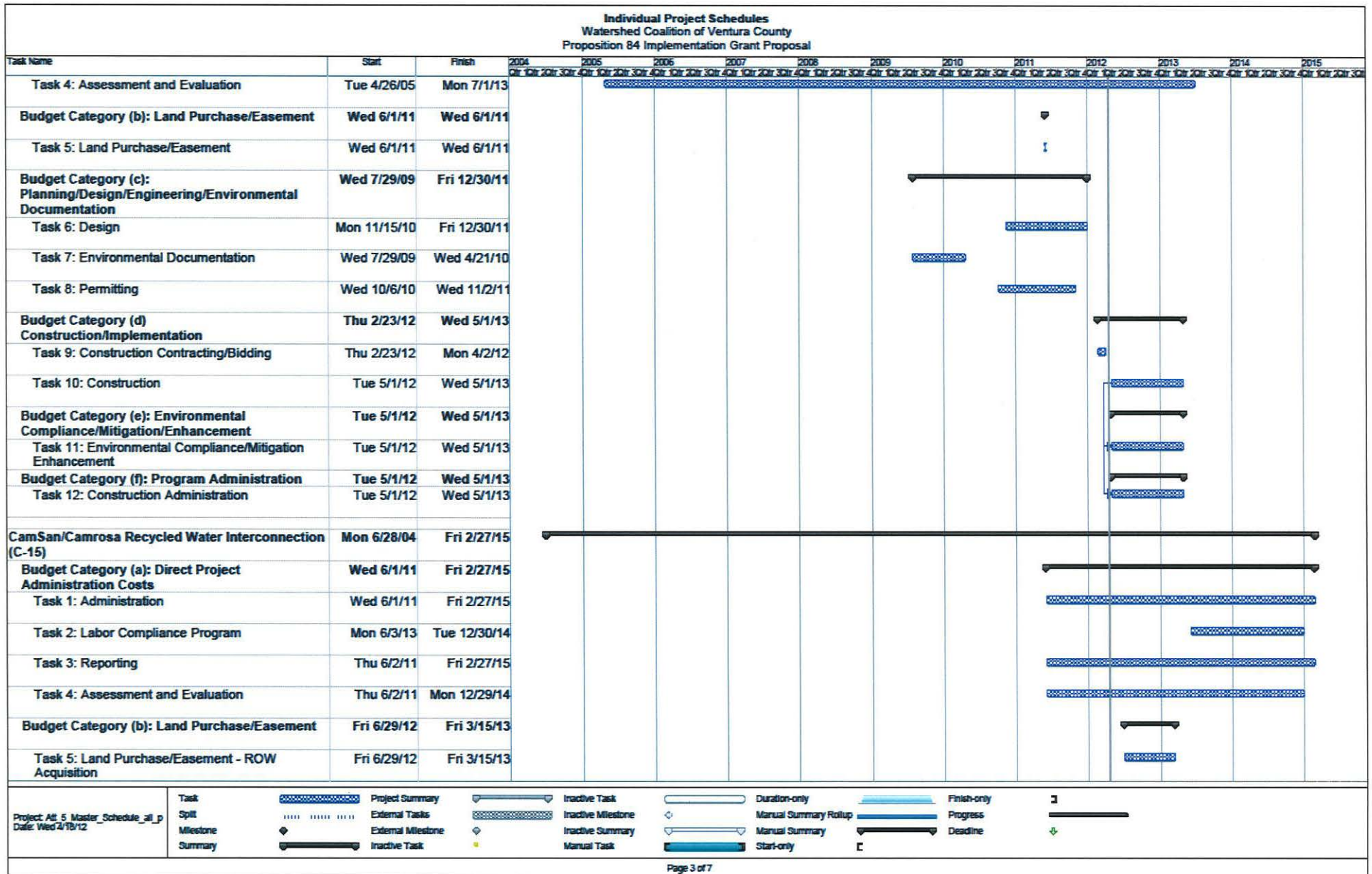
Deliverables: Same as for Task 10, Construction.

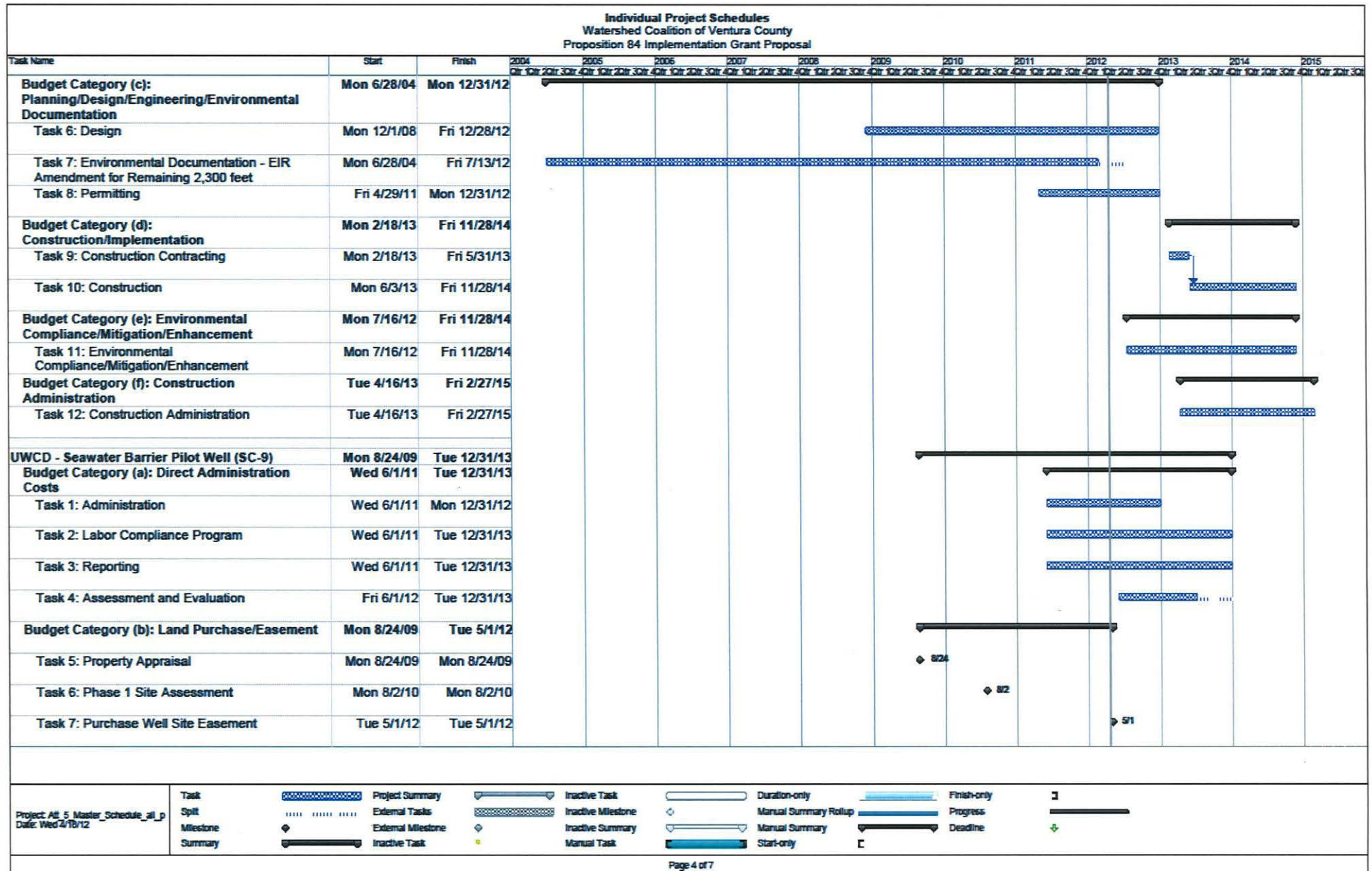
EXHIBIT B
SCHEDULE











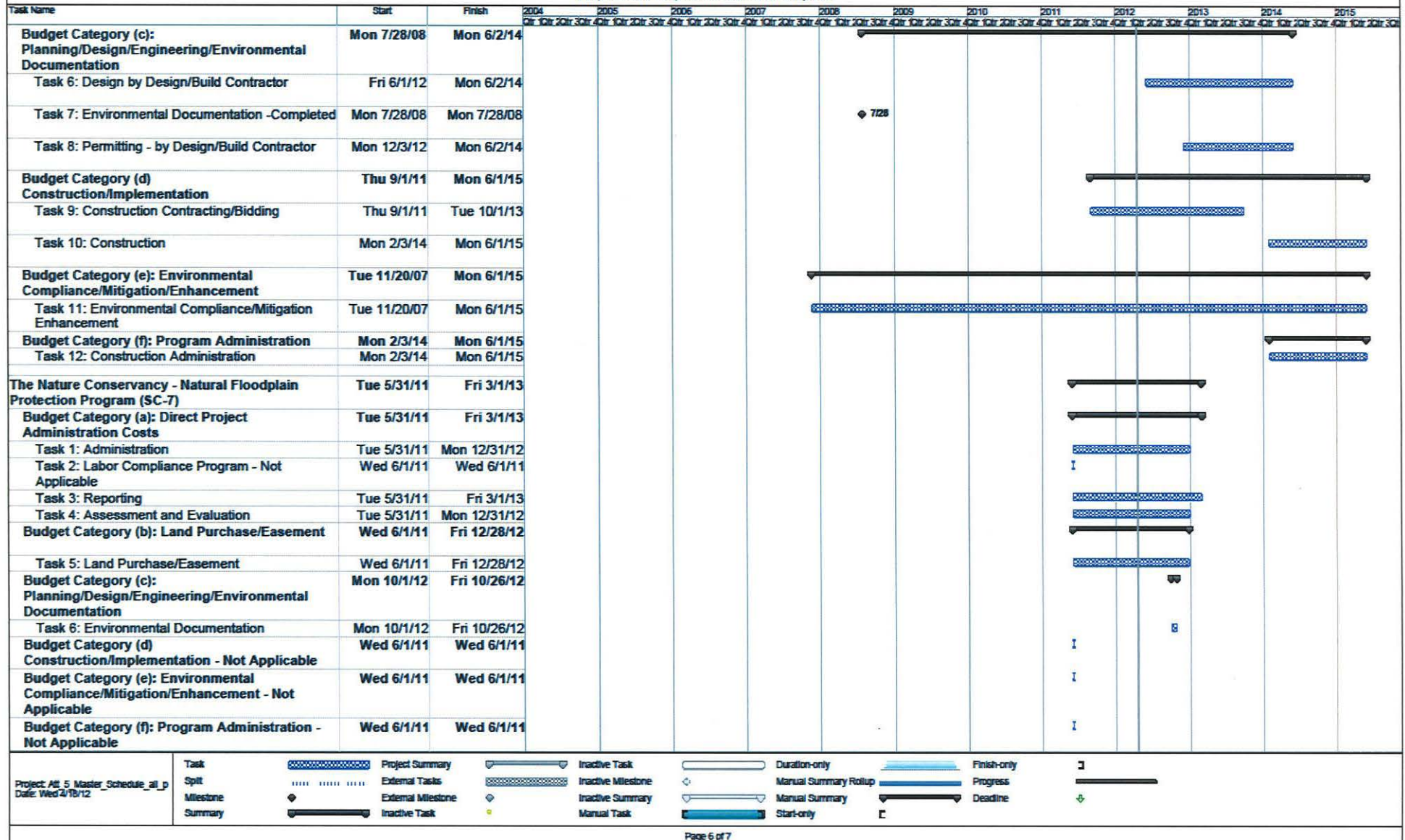
Individual Project Schedules
Watershed Coalition of Ventura County
Proposition 84 Implementation Grant Proposal

Task Name	Start	Finish	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Budget Category (c): Planning/Design/Engineering/Environmental Documentation	Tue 8/2/11	Wed 12/19/12												
Task 8: Supplemental CEQA Documentation	Tue 8/2/11	Wed 11/9/11												
Task 9: Well Plans and Specifications	Thu 12/1/11	Tue 5/15/12												
Task 10: Wellhead Improvements Plans and Specifications	Mon 9/17/12	Wed 12/19/12												
Task 11: Permitting	Mon 8/22/11	Fri 1/6/12												
Budget Category (d): Construction/Implementation	Tue 6/26/12	Fri 11/22/13												
Task 12: Construction Contracting	Tue 6/26/12	Fri 4/5/13												
Task 13: Well Construction	Wed 11/21/12	Tue 7/2/13												
Task 14: Wellhead improvements	Mon 6/10/13	Fri 11/22/13												
Budget Category (e): Environmental Compliance/Mitigation/Enhancement	Wed 11/9/11	Tue 12/31/13												
Task 15: Environmental Compliance and Mitigation	Wed 11/9/11	Tue 12/31/13												
Budget Category (f): Construction administration	Wed 11/21/12	Tue 12/31/13												
Task 16: Construction Administration	Wed 11/21/12	Tue 12/31/13												
VCWWD No. 16 - Piru Treatment Plant Tertiary Upgrade (SC-10)	Tue 11/20/07	Mon 6/1/15												
Budget Category (a): Direct Project Administration Costs	Wed 6/1/11	Mon 6/1/15												
Task 1: Administration	Wed 6/1/11	Mon 6/1/15												
Task 2: Labor Compliance Program	Wed 6/1/11	Mon 6/1/15												
Task 3: Reporting	Thu 9/1/11	Mon 6/1/15												
Task 4: Assessment and Evaluation	Wed 6/1/11	Mon 6/1/15												
Budget Category (b): Land Purchase/Easement	Wed 6/1/11	Wed 6/1/11												
Task 5: Land Purchase/Easement - Not Applicable	Wed 6/1/11	Wed 6/1/11												

Project: Alt 5 Master Schedule_all_p
Date: Wed 4/18/12

Task		Project Summary		Inactive Task		Duration-only		Finish-only
Split		External Tasks		Inactive Milestone		Manual Summary Rollup		Progress
Milestone		External Milestone		Inactive Summary		Manual Summary		Deadline
Summary		Inactive Task		Manual Task		Start-only		C

Individual Project Schedules
Watershed Coalition of Ventura County
Proposition 84 Implementation Grant Proposal



Individual Project Schedules
Watershed Coalition of Ventura County
Proposition 84 Implementation Grant Proposal

Task Name	Start	Finish	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
OVLC - Ojai Meadows Ecosystem Restoration Final Phase (V-5)	Fri 6/4/04	Fri 5/29/15												
Budget Category (a): Direct Project Administration Costs	Wed 6/1/11	Fri 5/29/15												
Task 1: Administration	Wed 6/1/11	Fri 5/29/15												
Task 2: Labor Compliance Program	Thu 9/1/11	Fri 5/29/15												
Task 3: Reporting	Wed 6/1/11	Fri 5/29/15												
Budget Category (b): Land Purchase/Easement	Fri 6/4/04	Fri 6/4/04												
Task 4: Land Purchase/Easement - Completed	Fri 6/4/04	Fri 6/4/04												
Budget Category (c): Planning/Design/Engineering/Environmental Documentation	Wed 6/30/04	Wed 8/1/07												
Task 5: Planning - Completed	Wed 6/30/04	Wed 6/30/04												
Task 6: Design/Engineering - Completed	Wed 6/30/04	Wed 6/30/04												
Task 7: Environmental Documentation - Completed	Wed 8/1/07	Wed 8/1/07												
Task 8 - Permitting - Completed	Mon 7/3/06	Mon 7/3/06												
Budget Category (d): Construction/Implementation	Mon 4/2/12	Mon 6/30/14												
Task 9: Construction Contracting	Mon 4/2/12	Wed 5/30/12												
Task 10: Construction	Mon 4/2/12	Mon 6/30/14												
Budget Category (e): Environmental Compliance/Mitigation/Enhancement	Thu 3/1/12	Fri 5/29/15												
Task 11: Assessment and Evaluation	Thu 3/1/12	Fri 5/29/15												
Budget Category (f): Construction Administration	Mon 4/2/12	Fri 5/29/15												
Task 12: Contract Administration - Field Inspections and Contract Management	Mon 4/2/12	Fri 5/29/15												

Project: Alt 5 Master Schedule_all.p
Date: Wed 4/18/12

Task	Project Summary	Inactive Task	Duration-only	Finish-only
Split	External Tasks	Inactive Milestone	Manual Summary Rollup	Progress
Milestone	External Milestone	Inactive Summary	Manual Summary	Deadline
Summary	Inactive Task	Manual Task	Start-only	

EXHIBIT C**BUDGET****Budget Summary By Project**

Project Name	Requested Grant Fund	Local Match	Total Project Cost	% Funding Match
Ventura County Regional Urban Landscape Efficiency Program (R-1)	\$ 960,599	\$ 320,200	\$ 1,280,799	25%
Calleguas Regional Salinity Management Pipeline, Phase 2A (C-14)	\$ 3,750,000	\$ 11,250,000	\$ 15,000,000	75%
Camrosa Round Mountain Desalter (C-13)	\$ 2,300,000	\$ 2,713,800	\$ 5,013,800	54%
CamSan/Camrosa Recycled Water Interconnection (C-15)	\$ 2,750,000	\$ 2,750,000	\$ 5,500,000	50%
United Water Conservation District Seawater Barrier Pilot Well (SC-9)	\$ 500,000	\$ 650,000	\$ 1,150,000	57%
VCWWD No. 16 Piru Treatment Plant Tertiary Upgrade (SC-10)	\$ 3,750,000	\$ 236,841	\$ 3,986,841	6%
The Nature Conservancy Natural Floodplain Protection Program (SC-7)	\$ 3,000,000	\$ 1,507,500	\$ 4,507,500	33%
Ojai Valley Land Conservancy Ojai Meadows Ecosystem Restoration Final Phase (V-5)	\$ 500,000	\$ 126,613	\$ 626,613	20%
Total	\$ 17,510,599	\$ 19,554,954	\$ 37,065,553	53%

DISBURSEMENT PROCESS

DWR will reimburse the grantee for costs incurred after the Grant Agreement is executed, using the concurrent drawdown by task method, plus retention. That is, if there is grantee cost match and DWR grant share associated with a task; then grant funds and local match dollars will be expended simultaneously in accordance with the percentage (proportion) of funds coming from local costs and grant funds shown in the Budget.

Example: A Grantee submits Invoice 1 that includes costs for Task 2 of a grant agreement; and Task 2 is split as local cost share of 25% and grant share as 75% for a total of \$100. If the grantee submits an invoice for \$4, then \$1 would be drawn down from the local cost match, and \$3 would be reimbursed from the grant share (minus 5.0% retention until January 1, 2016 and 10.0%, thereafter: 5% retention 0.15 cents). The total Invoice 1 reimbursement for the grantee would be \$2.85.

If the grantee submits invoices for allowable match costs for the period between September 30, 2008 and prior to initiation of the grant agreement, those costs at DWRs discretion, will be directly deducted from the grantees cost share [refer to Section V(L) on page 28 of the DWR IRWM Guidelines].

The five percent (5.0%) retention withheld by DWR until January 1, 2016 and ten percent (10.0%), thereafter, on each invoice, by task, will be released to the grantee upon: 1) DWRs receipt of a request for release of retention, and 2) confirmation by DWR that all deliverables shown in Exhibit A have been received.

DWR approves invoice payments at the overarching Task-level. Subtasks are provided in the Work Plan and Budget for additional detail, and guidance for the project manager to be aware of when administering the Grant Agreement.

Project Name: Ventura County Regional Urban Landscape Efficiency Program (VC RULE)

Budget Category		Non-State Share (Funding Match)	Requested Grant Funding	Total	% Funding Match
(a)	Direct Project Administration Costs*	\$ -	\$ -	\$ -	Not applicable
(b)	Land Purchase/Easement	\$ -	\$ -	\$ -	Not applicable
(c)	Planning/Design/Engineering/ Environmental Documentation*	\$ -	\$ -	\$ -	Not applicable
(d)	Construction/Implementation	\$ 320,200	\$ 960,599	\$ 1,280,799	25%
(e)	Environmental Compliance/ Mitigation/Enhancement*	\$ -	\$ -	\$ -	Not applicable
(f)	Construction Administration*	\$ -	\$ -	\$ -	Not applicable
(g)	Other Costs	\$ -	\$ -	\$ -	Not applicable
(h)	Construction/Implementation Contingency	\$ -	\$ -	\$ -	Not applicable
(i)	Grand Total, (a) through (h)	\$ 320,200	\$ 960,599	\$ 1,280,799	25%

* Activities listed in the Work Plan (Exhibit A) under this budget item will be completed by the grantee outside of the contractual agreement.

Project Name: Calleguas Regional Salinity Management Pipeline, Phase 2A

Budget Category		Non-State Share (Funding Match)*	Requested Grant Funding	Total	% Funding Match
(a)	Direct Project Administration Costs	\$ 67,580	\$ -	\$ 67,580	100%
(b)	Land Purchase/Easement	\$ 54,599	\$ -	\$ 54,599	100%
(c)	Planning/Design/Engineering/ Environmental Documentation	\$ 832,086	\$ -	\$ 832,086	100%
(d)	Construction/Implementation	\$ 7,770,000	\$ 3,750,000	\$ 11,520,000	67%
(e)	Environmental Compliance/ Mitigation/Enhancement	\$ 200,000	\$ -	\$ 200,000	100%
(f)	Construction Administration	\$ 450,000	\$ -	\$ 450,000	100%
(g)	Other Costs	\$ -	\$ -	\$ -	N/A
(h)	Construction/Implementation Contingency	\$ 1,875,735	\$ -	\$ 1,875,735	100%
(i)	Grand Total, (a) through (h)	\$ 11,250,000	\$ 3,750,000	\$ 15,000,000	75%

Project Name: Camrosa Round Mountain Desalter

	Budget Category	Non-State Share (Funding Match)*	Requested Grant Funding	Total	% Funding Match
(a)	Direct Project Administration Costs	\$ 86,200	\$ -	\$ 86,200	100%
(b)	Land Purchase/Easement	\$ 130,500	\$ -	\$ 130,500	100%
(c)	Planning/Design/Engineering/ Environmental Documentation	\$ 496,500	\$ -	\$ 496,500	100%
(d)	Construction/Implementation	\$ 1,260,000	\$ 2,300,000	\$ 3,560,000	35%
(e)	Environmental Compliance/ Mitigation/Enhancement*	\$ -	\$ -	\$ -	N/A
(f)	Construction Administration	\$ 257,600	\$ -	\$ 257,600	100%
(g)	Other Costs	\$ -	\$ -	\$ -	N/A
(h)	Construction/Implementation Contingency	\$ 483,000	\$ -	\$ 483,000	100%
(i)	Grand Total, (a) through (h)	\$ 2,713,800	\$ 2,300,000	\$ 5,013,800	54%

* Activities listed in the Work Plan (Exhibit A) under this budget item will be completed by the grantee outside of the contractual agreement.

Project Name: Camrosa Round Mountain Desalter

(d) Construction/ Implementation

Item	Cost
Task 9: Construction Contracting	20,000
Task 10: Construction	
1. Well Rehabilitation	290,000
2. Construction of 1.0 mgd Desalter	
➤ Grading & Site Work	
• Grading	35,000
• SMP discharge line	20,000
• Well Supply Line (4450' x \$80/ft)	356,000
• Finished Water Line (7000' x 80/ft)	560,000
• Garden Wall/Walk Ways/Misc.	30,000
• Landscaping	30,000
• Fencing	15,000
• Finished Water Tank (assume 20,000 gallon)	40,000
• Paving	15,000
• Finished Water Booster Pump	90,000
• Transformer	15,000
➤ Building	
• Pre-fabricated building (6000sqft x \$50/ft)	300,000
• Slab	52,000
• Interior Process Piping	50,000
➤ RO Process Equipment	
• RO Membrane Skid (includes feed pump)	900,000
• Pre-Treatment Filters	100,000
• Cartridge Filters	30,000
• Anti-Scalant System	45,000
• Caustic Soda System	50,000
• Sodium Hypo-Chlorite System	45,000
• Ammonia System	40,000
• Instrumentation	150,000
• Electrical	282,000
Sub Category (d) Total	3,560,000

Project Name: CamSan/Camrosa Recycled Water Interconnection

	Budget Category	Non-State Share (Funding Match)*	Requested Grant Funding	Total	% Funding Match
(a)	Direct Project Administration Costs	\$ 32,000	\$ -	\$ 32,000	100%
(b)	Land Purchase/Easement	\$ 35,000	\$ -	\$ 35,000	100%
(c)	Planning/Design/Engineering/ Environmental Documentation	\$ 100,000	\$ -	\$ 100,000	100%
(d)	Construction/Implementation	\$ 1,050,000	\$ 2,750,000	\$ 3,800,000	28%
(e)	Environmental Compliance/ Mitigation/Enhancement	\$ 60,000	\$ -	\$ 60,000	100%
(f)	Construction Administration	\$ 589,000	\$ -	\$ 589,000	100%
(g)	Other Costs	\$ -	\$ -	\$ -	N/A
(h)	Construction/Implementation Contingency	\$ 884,000	\$ -	\$ 884,000	100%
(i)	Grand Total, (a) through (h)	\$ 2,750,000	\$ 2,750,000	\$ 5,500,000	50%

Project Name: Seawater Barrier Pilot Well

	Budget Category	Non-State Share (Funding Match)*	Requested Grant Funding	Total	% Funding Match
(a)	Direct Project Administration Costs	\$ 65,000	\$ -	\$ 65,000	100%
(b)	Land Purchase/Easement	\$ 44,600	\$ -	\$ 44,600	100%
(c)	Planning/Design/Engineering/ Environmental Documentation	\$ 115,000	\$ -	\$ 115,000	100%
(d)	Construction/Implementation	\$ 375,400	\$ 500,000	\$ 875,400	43%
(e)	Environmental Compliance/ Mitigation/Enhancement	\$ 10,000	\$ -	\$ 10,000	100%
(f)	Construction Administration	\$ 40,000	\$ -	\$ 40,000	100%
(g)	Other Costs	\$ -	\$ -	\$ -	N/A
(h)	Construction/Implementation Contingency	\$ -	\$ -	\$ -	N/A
(i)	Grand Total, (a) through (h)	\$ 650,000	\$ 500,000	\$ 1,150,000	57%

(d) construction/Implementation	
Project Name: UWCD Seawater barrier Pilot Well (SC-9)	
Item	Cost
Task 12: Construction Contracting	25,400
Task 13: Well Construction	400,000
Task 14: Well Head Improvements Construction	450,000
Sub Category (d) Total	875,400

Project Name: Piru Treatment Plant Tertiary Upgrade

Budget Category		Non-State Share (Funding Match)*	Requested Grant Funding	Total	% Funding Match
(a)	Direct Project Administration Costs	\$ -	\$ 80,000	\$ 80,000	0%
(b)	Land Purchase/Easement	\$ 236,841	\$ -	\$ 236,841	100%
(c)	Planning/Design/Engineering/ Environmental Documentation	\$ -	\$ 450,000	\$ 450,000	0%
(d)	Construction/Implementation	\$ -	\$ 2,475,000	\$ 2,475,000	0%
(e)	Environmental Mitigation/Enhancement	\$ -	\$ 60,000	\$ 60,000	0%
(f)	Construction Administration	\$ -	\$ 350,000	\$ 350,000	0%
(g)	Other Costs	\$ -	\$ -	\$ -	N/A
(h)	Construction/Implementation Contingency	\$ -	\$ 335,000	\$ 335,000	0%
(i)	Grand Total, (a) through (h)	\$ 236,841	\$ 3,750,000	\$ 3,986,841	6%

Project Name: Piru Treatment Plant Tertiary Upgrade

(d) Construction/Implementation Breakdown for Design/Build Construction Estimate	
Item	Cost (\$)
Mob/Demob	150,000
Earthwork and Stormwater Pollution Prevention Plan	200,000
Filter System	900,000
Disinfection System	500,000
Electrical	150,000
Switchgear	80,000
Instrumentation	80,000
SCADA (programming and hardware)	80,000
Piping	120,000
Site work (AC Paving and fencing)	50,000
Landscape	15,000
Soils and Materials Testing	20,000
Design/Build Design Phase Engineering	100,000
Design/Build Construction Phase Engineering	25,000
Design/Build Post-Construction Phase Engineering	5,000
Sub Category (d) Total	2,475,000

Project Name: Natural Floodplain Protection Program

Budget Category		Non-State Share (Funding Match)*	Requested Grant Funding	Total	% Funding Match
(a)	Direct Project Administration Costs*	\$ -	\$ -	\$ -	N/A
(b)	Land Purchase/Easement	\$ 1,507,500	\$ 3,000,000	\$ 4,507,500	33%
(c)	Planning/Design/Engineering/ Environmental Documentation*	\$ -	\$ -	\$ -	N/A
(d)	Construction/Implementation	\$ -	\$ -	\$ -	N/A
(e)	Environmental Compliance/ Mitigation/Enhancement	\$ -	\$ -	\$ -	N/A
(f)	Construction Administration	\$ -	\$ -	\$ -	N/A
(g)	Other Costs	\$ -	\$ -	\$ -	N/A
(h)	Construction/Implementation Contingency	\$ -	\$ -	\$ -	N/A
(i)	Grand Total, (a) through (h)	\$ 1,507,500	\$ 3,000,000	\$ 4,507,500	33%

* Activities listed in the Work Plan (Exhibit A) under this budget item will be completed by the grantee outside of the contractual agreement.

Project Name: Ojai Meadows Flood Control and Habitat Restoration Project

Budget Category		Non-State Share (Funding Match)*	Requested Grant Funding	Total	% Funding Match
(a)	Direct Project Administration Costs	\$ 5,000	\$ 11,100	\$ 16,100	31%
(b)	Land Purchase/Easement*	\$ -	\$ -	\$ -	N/A
(c)	Planning/Design/Engineering/ Environmental Documentation*	\$ -	\$ -	\$ -	N/A
(d)	Construction/Implementation	\$ 92,518	\$ 392,624	\$ 485,142	19%
(e)	Performance Monitoring	\$ 4,800	\$ 15,600	\$ 20,400	24%
(f)	Construction Administration	\$ 7,500	\$ 20,500	\$ 28,000	27%
(g)	Other Costs	\$ -	\$ -	\$ -	N/A
(h)	Construction/Implementation Contingency	\$ 16,795	\$ 60,176	\$ 76,971	22%
(i)	Grand Total, (a) through (h)	\$ 126,613	\$ 500,000	\$ 626,613	20%

* Activities listed in the Work Plan (Exhibit A) under this budget item will be completed by the grantee outside of the contractual agreement.

(d) Construction/ Implementation					
Project Name: OVLC Ojai Meadows Ecosystem Restoration Final Phase (V-5)					
					Cost
Task 9: Construction Contracting					
Task 10: Construction	Description	Units	Quantity	Unit Cost	Subtotal
Materials:					
• Shrubs	1 gallon native stock	each	9,012	5	40,554
• Trees	1 gallon native stock	each	1,185	5	5,333
• Trees	15 gallon stock	each	180	25	4,500
Mulch	wood chips or gorilla hair for weed control and moisture retention	Cu. Yards	540	18	9,720
Seed	Prepared seed mixes	lbs	1,300	50	65,000
Irrigation System	PVC hard line (3/4 in. schedule 40)	feet	950	0	285
Labor:					
• Site Preparation - Manual	Manual exotic species removal	hrs	3,000	35	105,000
• Site Preparation - Mechanical	Mechanical site prep. and maintenance mowing	hrs	290	70	20,300
• Planting	Installation	hrs	2,070	35	72,450
• First year Inspection/Management	Weed management / irrigation	hrs	2,200	35	77,000
• Second year Inspection/Management	Weed management	hrs	1,600	35	56,000
• Third year Inspection/Management	Weed management	hrs	800	35	28,000
Misc Supplies	Misc supplies	each	1	1,000	1,000
Sub Category (d) Total					485,142

EXHIBIT D
STANDARD CONDITIONS

D.1 ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENT:

- a) **SEPARATE ACCOUNTING OF GRANT DISBURSEMENT AND INTEREST RECORDS:** Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- b) **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Grant Agreement.
- c) **REMITTANCE OF UNEXPENDED FUNDS:** Grantee, within a period of sixty (60) calendar days from the final disbursement from State to Grantee of grant funds, shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not needed to pay Eligible Project Costs.

D.2 ACKNOWLEDGEMENT OF CREDIT: Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Grant Agreement. During construction of the Project, Grantee shall install a sign at a prominent location which shall include a statement that the Project is financed under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, administered by State of California, Department of Water Resources. Grantee shall notify State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

D.3 AMENDMENT: No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties. For guidance on the Amendment Requirements see Exhibit H.

D.4 AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5 AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may take any action it deems necessary to protect its interests.

Pursuant to Government Code Section 8546.7, the parties shall be subject to the examination and audit of State for a period of three years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or subcontractors shall be preserved for this purpose for at least three (3) years after Project completion. See Exhibit H for a listing of documents/records that State Auditors would need to review in the event of a grant being audited.

- D.6 BUDGET CONTINGENCY: LIMIT ON STATE FUNDS.** Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 is subject to the availability of funds including any mandates from the Department of Finance, the Pooled Money Investment Board or any other state authority. The State will not make payments of any kind, including advances or reimbursements, until funding is made available by the State Treasurer.
- D.7 CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:
- The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.8 COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.
- D.9 COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.10 CONFLICT OF INTEREST**
- Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - Former State Employee:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- D.11 DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.12 DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 days prior to submission of the final project invoice, a final inventory list of equipment purchased with grant funds provided by State. Grantee shall consult with State on the scope of the inventory not less than 60 days prior to the submission of the final project invoice. The inventory shall include all items with a current estimated fair market value of more than \$5,000 per item. Within 60 days of receipt of such inventory, State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.13 DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly

addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the Director, Department of Water Resources, within thirty (30) calendar days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.

D.14 DRUG-FREE WORKPLACE CERTIFICATION

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

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

D.15 FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of a construction project and as determined by State, Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement and to the State's satisfaction.

D.16 GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.17 GRANTEE COMMITMENTS: Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 financing.

D.18 INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon), accruing to, or received by the Grantee under this Grant Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Grant Agreement.

D.19 INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantee, if any, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.20 INSPECTIONS: State shall have the right to inspect the work being performed at any and all reasonable times, providing a minimum of a 24-hour notice, during the term of the Grant Agreement. This right shall extend to any local project sponsor, subagreements, and Grantee shall include provisions ensuring such access in all its contracts or sub-contractors entered into pursuant to its Grant Agreement with State.

Grantee acknowledges that Project documents may be subject to the Public Records Act (California Government Code Section 6250 *et seq.*). State shall have the right to inspect these documents at any and all reasonable times after completion of the Project to ensure compliance with the terms and conditions of this Grant Agreement. During regular office hours, State shall have the right to inspect and to make copies of any books, records, or reports of the Grantee relating to this Grant Agreement. Grantee shall maintain and shall make available at all times for such inspection accurate records of its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.

D.21 NONDISCRIMINATION: During the performance of this Grant Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under the Grant Agreement.

D.22 NO THIRD PARTY RIGHTS: The parties to this Grant Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

D.23 OPINIONS AND DETERMINATIONS: The parties agree that review or approval of any IRWM Program applications, documents, permits, plans and specifications or other program information by the State is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the IRWM Program.

D.24 PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing its obligations under this Grant Agreement. Grantee shall comply with the California Environmental Quality Act (PRC Section 21000 *et seq.*) and other applicable federal, State, and local laws, rules, and regulations, guidelines, and requirements prior to disbursement of funds under this Grant Agreement.

Without limiting the foregoing, Funding Recipient shall keep informed of and take all measures necessary to ensure compliance with California Labor Code requirements, including but not limited to Section 1720 *et seq.* of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5), and payment of prevailing wages for work done under this Funding Agreement. Pursuant to the provisions of Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, Cal. Pub. Res. Code § 75076 *et seq.*, the Funding Recipient must have a labor compliance program that meets the requirements of California Labor Code Section 1771.5.

D.25 PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: Grantee and Local Project Sponsors shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the IRWM Program without prior permission of State. Grantee and Local Project Sponsors shall not take any action concerning the performance of this Grant Agreement, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to

meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property acquired with funds disbursed under this Grant Agreement be remitted to State.

D.26 REMEDIES, COSTS, AND ATTORNEY FEES: The Grantee agrees that any remedy provided in this Grant Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State as a result of breach of this Grant Agreement by the Grantee, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Grant Agreement by the State shall not preclude the State from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Grant Agreement, it is agreed that the prevailing party shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.

D.27 RETENTION: Notwithstanding any other provision of this Grant Agreement, State shall, for each project, withhold five percent (5.0%) until January 1, 2016 and ten percent (10.0%), thereafter, of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Paragraph 17, "Submissions of Reports" as follows. At such time as the "Project Completion Report" required under Paragraph 17 is submitted to and approved by State, State shall disburse the retained funds as to that project to Grantee, except in the case of the last project to be completed under this Grant Agreement, in which case retention for such project will not be disbursed until the "Grant Completion Report" is submitted to and approved by State.

D.28 RIGHTS IN DATA: To the extent permitted by law, the Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Grant Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

D.29 SEVERABILITY OF UNENFORCEABLE PROVISION: If any provision of this Grant Agreement is held invalid or unenforceable by a court of final jurisdiction, all other provisions of this Grant Agreement shall be construed to remain fully valid, enforceable, and binding on the parties.

D.30 STATE REVIEWS AND INDEMNIFICATION: The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the State is for administrative purposes only and does not relieve the Grantee or Local Project Sponsors of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee and Local Project Sponsors agree to indemnify, defend and hold harmless the State and the State against any loss or liability arising out of any claim or action brought against the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with:

- a) The Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof;
- b) Performing any of the terms contained in this Grant Agreement or any related document;
- c) Any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and CWC Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the natural water system; or;
- d) Any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided

by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Grant Agreement. Grantee agrees to pay and discharge any judgment or award entered or made against the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of the Grant Agreement.

D.31 SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

D.32 TIMELINESS: Time is of the essence in this Grant Agreement.

D.33 TRAVEL: Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds, and shall NOT be eligible for computing Grantee cost match. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement.

D.34 WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
REPORT FORMAT AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

QUARTERLY PROGRESS REPORT

Grantee shall submit Quarterly Progress Reports on a consistent basis to meet the State's requirement for disbursement of funds. The quarterly progress report should describe the work performed during the reporting period. For each project, describe the work performed including:

CONTINUING ELIGIBILITY

- For Urban Water Suppliers who have not submitted a complete Urban Water Management Plan, the status of the plan development and submittal.
- In areas that receive water supplied from the Sacramento-San Joaquin Delta, the IRWM Plan must reduce dependence on the Sacramento-San Joaquin Delta for water supply (SB 855 (Stats. 2010) Section 31(c)(1)(B)).
- Discuss the reasonable and feasible efforts to engage DAC into your IRWM efforts in regards to planning and projects that support their critical water supply or water quality needs.

PROJECT INFORMATION (INCLUDE ANY OF THE BELOW THAT WERE APPLICABLE DURING THE REPORTING PERIOD)

- Legal matters.
- Engineering matters.
- Environmental matters.
- Status of permits, easements, rights-of-way, and approvals as may be required by other State, federal, and/or local agencies.
- Major accomplishments during the quarter (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc).
- Discussion of data submittal effort(s) for the previous quarter, including a description of the data submitted and date(s) of submittal.
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter.
- Description of any differences between the work performed and the work outlined in the project work plans.
- Description of any efforts to update IRWM Plan to obligations listed in Paragraph 12, "Continuing Eligibility, if applicable."

COST INFORMATION

- Provide a List showing all costs incurred during the quarter by the grantee, the Local Project Sponsor overseeing the work, and each contractor working on the project. The list should include for all non-construction, or implementation costs, (i.e., design, and admin charges) the hours per task worked on during the quarter for above personnel.
- A discussion on how the actual budget is progressing in comparison to the project budget included in the Work Plan.
- A revised budget, including an explanation of why the revisions were necessary, by task, if changed from latest budget shown in Appendix C, Budget. Note, a revised budget may require an official amendment to the Agreement before it is accepted as final.

SCHEDULE INFORMATION

- A schedule showing actual progress verse planned progress as shown in Exhibit B.
- A discussion on how the actual schedule is progressing in comparison to the schedule in Exhibit B.
- A revised schedule, by task, if changed from latest schedule in Exhibit B. Note, a revised schedule may require an official amendment to the Agreement before it is accepted as final.

ANTICIPATED ACTIVITIES NEXT QUARTER

- Provide a description of anticipated activities for the next quarterly reporting period.

PROJECT COMPLETION REPORT

A Project Completion Report is required for each project identified in the Work Plan, Exhibit A. This report will include the following Sections:

EXECUTIVE SUMMARY

The Executive Summary consists of a maximum of ten (10) pages summarizing project information (see report status section below for topics). The Executive Summary should include the following:

- Brief description of work proposed to be done in the original Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 IRWM Implementation Grant application.
- Description of actual work completed and any deviations from the work plan identified in the Grant Agreement. List any official amendments to the Agreement, with a short description of the amendment
- Describe the mechanism or process that allows for continued performance monitoring of the projects in meeting the objectives of the IRWM Plan.

REPORTS AND/OR PRODUCTS

- Provide a copy of any final technical report or study, produced for this project as described in the Work Plan, if applicable.
- Provide a map and shapefile(s) showing the location of the completed project. A description of the geographic projection and datum used for the shapefile must be submitted with the shapefile (a NAD '83 datum and either a UTM 10 or UTM 11 projection, dependent on the project's location in the state, should be utilized).
- If any wells were constructed as part of the project, provide the following information: well logs; borehole geophysical logs; state well number; site information to include horizontal (NAD '83) and vertical (NAVD '88) datum to be determined within 0.5 feet.
- Provide an electronic copy of any as-built plans (media: CD-ROM; PDF format).
- Provide copies of any data collected along with location maps.
- If applicable, describe the findings of any study and whether the study determined the engineering, hydrologic, hydrogeologic, environmental, economic and financial feasibility of the project.
- If applicable, a discussion of the critical water supply or water quality benefits to DAC as part of this Grant Agreement.

COST & DISPOSITION OF FUNDS INFORMATION

- A list of invoices showing:
 - The date each invoice was submitted to State.
 - The amount of the invoice.
 - The date the check was received.
 - The amount of the check (If a check has not been received for the final invoice, then state this in this section).

- A spreadsheet summary of the original budget costs by task versus the final project costs
- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants (Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc).
 - Construction cost information, shown by material, equipment, labor costs, and change orders.
 - Any other incurred cost detail.
 - A statement verifying separate accounting of grant disbursements.
- Summary of project cost including:
 - Accounting of the cost of project expenditure.
 - Include all internal and external costs not previously disclosed.
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION

- Benefits derived from the project, with quantification of such benefits provided, if applicable.
- A final project schedule showing actual progress verse planned progress.
- Certification from a California Registered Civil Engineer that the project was conducted in accordance with the approved work plan and any approved modifications thereto.
- Submittal schedule for the Project Performance Report and an outline of the proposed reporting format.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects in the IRWM Program funded by this Grant Agreement, and includes the following:

EXECUTIVE SUMMARY

The Executive Summary consists of a maximum of twenty (20) pages summarizing information for the grant as well as the individual projects.

REPORTS AND/OR PRODUCTS

- Summary of the regional priorities, objectives, and water management strategies of the IRWM Plan.
- Brief comparison of work proposed in the original Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 IRWM Implementation Grant application and actual work done.
- Brief description of the projects completed and how they will further the goals identified in the Agency's final approved IRWM Plan.
- Describe how the implemented projects will meet the regional priorities identified in the final approved IRWM Plan and how the projects contribute to regional integration.
- Identify remaining work and mechanism for their implementation.
- Identify any changes to the IRWM Plan as result of project implementation.
- Short description of the two year IRWM Plan update and the date when the updated Plan was submitted to DWR.
- If applicable, a short discussion on how the IRWM Plan will assist in reducing dependence on Delta water supplies.
- A discussion of the critical water supply or water quality benefits to DAC as part of this Grant Agreement

COST & DISPOSITION OF FUNDS INFORMATION

- A summary of final funds disbursement for each project.

ADDITIONAL INFORMATION

- A final schedule showing individual project's actual progress duration verse planned progress.
- Certification from a California Registered Civil Engineer that the Program was conducted in accordance with the approved work plan and any approved modifications thereto. Discussion of the synergies of the completed projects, including the integration of project benefits and a comparison of actual benefits versus those discussed in the original proposal.
- Submittal schedule for the Post Performance Reports for each of the projects in this Grant Agreement.

PROJECT PERFORMANCE REPORT

Project Performance Report is required annually for every project for a period of 10 years beginning after the first year of operation, and includes the following:

REPORTS AND/OR PRODUCTS

- Time period of the annual report, i.e., Oct 2014 through September 2015.
- Short project description.
- Brief discussion of the project benefits to water quality, water supply, and the environment.
- An assessment of any explanations for any differences between the expected versus actual project benefits in meeting IRWM priorities as stated in the original IRWM Implementation Grant application. Where applicable, the reporting should include quantitative metrics, i.e., new acre-feet of water produced that year, acres of wildlife habitat added, etc.
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Continued reporting on meeting the Output Indicators and Targets discussed in the Project Monitoring Plan discussed in Paragraph 22 of this Grant Agreement.
- Any additional information relevant to or generated by the continued operation of the project.

ELECTRONIC REPORT FORMATTING

Grantee agrees that work funded under this Grant Agreement will be provided in an electronic format to State. Electronic submittal of final reports, plans, studies, data, and other work performed under this grant shall be as follows:

- Text preferably in MS WORD or text PDF format.
- Files generally less than 10 MB in size.
- Files named so that the public can determine their content. For example, file naming of reports must have the title and, if subdivided into smaller sized files, the chapter number/letter and names in the report Table of Content (TOC); files of maps, figures, and tables by number/letter as referenced in the TOC; well logs files with DWR-required naming convention; and Appendix number/letter and named in the TOC.
- For projects involving a modeling component, grantee shall provide the major input data files, parameters, calibration statistics, output files, and other information requested by State's Project Manager.

EXHIBIT F
LOCAL PROJECT SPONSORS

LOCAL PROJECT SPONSORS

Grantee has assigned, for each project, a Local Project Sponsor according to the roles of the participating agencies identified in the IRWM Plan. Local Project Sponsors may act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors are identified for each Sponsored Project below:

Local Sponsor Agency Designations		
Sponsored Project	Sponsor Agency	Agency Address
Ventura County Regional Urban Landscape efficiency Program (VC-RULE) (R-1)	City of Oxnard (Oxnard)	Public Works Administration City Hall 305 West Third Street - Third Floor Oxnard, Ca 93030
Calleguas Regional Salinity Management Pipeline (SMP) Phase 2A (C-14)	Calleguas Municipal Water District (Calleguas)	2100 Olsen Road Thousand Oaks, California 91360-6800
Round Mountain Desalter (C-13)	Camrosa Water District (Camrosa)	7385 Santa Rosa Road Camarillo, CA 93012-9284
CamSan/Camrosa Recycled Water Interconnection (RWI) (C-15)	Camarillo Sanitation District (CamSan)	150 Howard Road Camarillo, CA 93012-8411
Seawater Barrier Pilot Well (SC-9)	United Water Conservation District (UWCD)	106 North 8th Street Santa Paula, CA 93060-2710
Piru Treatment Plant Tertiary Upgrade (SC-10)	Ventura County Waterworks District No. 16 (VCWWD No.16)	Government Center - Hall of Administration 800 South Victoria Ave Ventura, Ca. 93009
Natural Floodplain Protection Program (SC-7)	The Nature Conservancy (TNC)	3639 Harbor Blvd, Suite 201 Ventura, CA 93001
Ojai Meadows Ecosystem Restoration Final Phase (V-5)	Ojai Valley Land conservancy (OVLC)	370 W. Baldwin Road Ojai, CA 93024

EXHIBIT G
REQUIREMENTS FOR DATA SUBMITTAL

SURFACE AND GROUNDWATER QUALITY DATA:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit E.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website:
<http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: http://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at:
http://www.swrcb.ca.gov/water_issues/programs/gama/contact.shtml

GROUNDWATER LEVEL DATA

For each project that collects groundwater level data, Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit E. Information regarding the WDL and in what format to submit data in can be found at:
<http://wdl.water.ca.gov/>.

In the near future, DWR's WDL will be replaced by the California Statewide Groundwater Elevation Monitoring program (CASGEM). Once this Program comes online Grantee will then submit groundwater level data to CASGEM. Information regarding the CASGEM program can be found at:
<http://www.water.ca.gov/groundwater/casgem/>

Exhibit H
State Audit Document Requirements and Guidelines for Grantees
Under DWR Financial Assistance Programs

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both Grant funding and Grantee's Funding Match and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. Grantees should ensure that such records are maintained for each funded project.

List of Documents for Audit

Internal Controls:

1. Organization chart (e.g., Agency's overall organization chart and organization chart for this Grant Agreement's funded projects.
2. Written internal procedures and flowcharts for the following:
 - a. Receipts, deposits and disbursements
 - b. State reimbursement requests
 - c. Grant expenditure tracking
 - d. Guidelines, policy, and procedures on grant funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on grant funded Program/Project.

Agreements and Contracts:

1. Original signed Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants received from the State.
3. A listing of all other funding sources for each project.
4. All subcontractor and consultant contracts and related or partners documents, if applicable.
5. Contracts between the Agency and member agencies as related to this grant agreement.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under this Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related budget line items under this Grant Agreement.
3. Reimbursement requests submitted to the State for this Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under this Grant Agreement.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for grant reimbursement.

Administration Costs: Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on this grant funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to this Grant Agreement.

Project Files:

1. All supporting documentation maintained in the project files.
2. All correspondence related to this Grant Agreement.

General Grant Agreement GuidelinesAmendment Requirements:

Amendments (to the work plan, budget, and/or schedule portions of the agreement) are triggered when the proposed changes are deemed by DWR to be substantial. Substantial changes generally include changes to the wording/scope of work, schedule or term, and budget. For example, a formal budget change to an Agreement is required when the proposed budget change for a Task is greater than 10% of the budget for that particular Task or the Task to be exchanged with.

Funding Match Contribution

Funding Match (often referred to as Grantee Cost Share) is the amount defined in Paragraph 4 of this Agreement. Funding Match consists of non-State funds including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties involved) directly related to the execution of the scope of work (examples: volunteer services, equipment use, and facilities). The cost of which in-kind service is valued can be counted as funding match in-lieu of actual funds (or revenue) provided by the Grantee. Other funding match and in-kind service eligibility conditions apply (see paragraph 9). Provided below is guidance for claiming funding match with and without in-kind services.

1. Adequate documentation supporting value of in-kind service (or volunteer service) as funding match claimed shall be maintained. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Provide formal (on official letterhead) and substantial documentation of in-kind service by including the following:
 - o Describe contributed item(s) or service(s)
 - o Purpose for which contribution was made (tie to scope of work)
 - o Name of contributing organization and date of contribution
 - o Real or approximate value of contribution. Who valued the contribution and how was the value determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (see item #4, below)
 - o Person's name and function of the contributing person
 - o Hours of contribution
 - o If multiple sources exist, summarize these on a table with summed charges
 - o Was contribution provided by, obtained with, or supported by government funds? If so, indicate source.
2. Funding match contribution (including in-kind services) shall be for costs and services directly attributed to activities included in this Grant Agreement Work Plan. These services, furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of this Grant Agreement. Evaluate eligibility with DWR Project Manager in advance of submittal.
3. Do not track cash contributions made to a project as an expenditure as you would for an in-kind service. When providing funding match, track cash contributions to the Project (i.e. revenues) and expenditures (typically in-kind contribution) separately in an accounting system.
4. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.

**EXHIBIT I
GRANTEE RESOLUTION**

Attachment 1

**A RESOLUTION OF THE VENTURA COUNTY BOARD OF SUPERVISORS AUTHORIZING
THE COUNTY EXECUTIVE OFFICER, OR DESIGNEE, TO SUBMIT A PROPOSITION 84
INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT
APPLICATION TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES**

Whereas, in November 2006, the California electorate approved Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code Section 75001 *et seq.*), which included funding for implementation grants for regions that had an adopted Integrated Regional Water Management Plan; and

Whereas, the Watersheds Coalition of Ventura County (WCVC) was formed by resolution and/or memoranda of agreements with local jurisdictions and/or agencies; and

Whereas, in the fall of 2006, WCVC stakeholders adopted the Watersheds Coalition of Ventura County IRWMP; and

Whereas, in September 2010, the WCVC authorized, designated, and requested the County of Ventura to file an application for a Proposition 84 Implementation Grant.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Ventura, hereby:

1. Approves the filing of an application to the California Department of Water Resources to obtain an Integrated Regional Water Management Implementation Grant pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code Section 75001 *et seq.*), and to enter into an agreement to receive a grant for the Watersheds Coalition of Ventura County.
2. Authorizes and directs the County Executive Officer, or designee, of the County of Ventura to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with the California Department of Water Resources.

Upon motion of Supervisor Bennett, seconded by Supervisor Parks, and duly carried, the Board hereby adopts the following resolution on December 14, 2010.


Kathy I. Long, Chair
Board of Supervisors

ATTEST:

MARTY ROBINSON,
Clerk of the Board of Supervisors
County of Ventura, State of California.

By: 
Deputy Clerk of the Board

