

Board Meeting Agenda

Russ Baggerly, Director
Mary Bergen, Director
Bill Hicks, Director

Pete Kaiser, Director
James Word, Director

CASITAS MUNICIPAL WATER DISTRICT
1055 Ventura Ave.
Oak View, CA 93022
Board Room
November 23, 2016
9:30 A.M.

Right to be heard: Members of the public have a right to address the Board directly on any item of interest to the public which is within the subject matter jurisdiction of the Board. The request to be heard should be made immediately before the Board's consideration of the item. No action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of ¶54954.2 of the Government Code and except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under section 54954.3 of the Government Code.

1. Public Comments (items not on the agenda – three minute limit).
2. General Manager comments.
3. Board of Director comments.
4. Board of Director Verbal Reports on Meetings Attended.
5. Consent Agenda
 - a. Minutes of the November 9, 2016 Board Meeting.
RECOMMENDED ACTION: Adopt Consent Agenda
6. Review of District Accounts Payable Report for the Period of 11/09/16 – 11/23/16.
RECOMMENDED ACTION: Motion approving report
7. Joint Exercise of Powers Agreement creating the Upper Ventura River Groundwater Sustainability Agency.

- a. Resolution approving the Joint Exercise of Powers Agreement to create the Upper Ventura River Groundwater Sustainability Agency.

RECOMMENDED ACTION: Adopt Resolution

- b. Resolution appointing a Director and Alternate Director to the Board of Directors of the Upper Ventura River Groundwater Agency Joint Powers.

RECOMMENDED ACTION: Adopt Resolution

8. Resolution approving the MOU agreement with the City of San Buenaventura providing grant funding to participate in the Convert Your Turf Incentive Program and finding that the regional landscape incentive program is exempt from the provisions of CEQA.

RECOMMENDED ACTION: Motion approving recommendation

9. Discussion regarding attendance at the Ocean Water Desalination Forum being held on December 1, 2016 at 6:00 p.m. at the Ventura County Government Center Board of Supervisors Chambers.

10. Information Items:

- a. Finance Committee Minutes.
- b. Water Conservation October 2016 Update.
- c. Investment Report.

11. Closed Session

- a. Conference with Legal Counsel per Government Code 54956.9
Liability Claim
Claimant: Paula Suzanne Taylor
Agency Claimed Against: Casitas Municipal Water District
- b. (Govt. Code Sec. 54957.6)
Conference with Labor Negotiators:
Agency Designated Representatives: Rebekah Vieira, Draza Mrvichin
Employee Organization: Supervisory & Professional, General Unit and Recreation Unit.

12. Possible adoption of resolutions authorizing adoption of a Memorandum of Understanding with the General, Recreation and Supervisory & Professional Units may be considered following the closed session.

13. Adjournment

If you require special accommodations for attendance at or participation in this meeting, please notify our office 24 hours in advance at (805) 649-2251, ext. 113. (Govt. Code Section 54954.1 and 54954.2(a).

Minutes of the Casitas Municipal Water District
Board Meeting Held
November 9, 2016

A meeting of the Board of Directors was held November 9, 2016 at the Casitas Municipal Water District located at 1055 Ventura Ave. in Oak View, California. The meeting was called to order at 3:00 p.m. Directors Kaiser, Baggerly, Word, Hicks and Bergen were present. Also present were Steve Wickstrum, General Manager, Rebekah Vieira, Clerk of the Board, and Attorney, John Mathews. There were two staff members and 21 members of the public in attendance. President Kaiser led the group in the flag salute.

1. Public Comments (items not on the agenda – three minute limit).

Renee Roth provided a thank you for participating in the Ojai Valley Green Coalition event on Sunday. The Save Our Water Ojai event is this Saturday regarding turf removal options and landscaping to collect rainwater.

2. General Manager comments.

Mr. Wickstrum reported that a leak had been repaired on Villanova main. It seems to be related to a leak caused by a contractor a few years ago that was hit by an excavator. We will do some more investigation to see if there are other areas that have been compromised.

The AWA bus tour is tomorrow and will be at the dam at 2:15. You are welcome to come up and talk to individuals who take the tour. It is a good educational trip beginning at Calleguas, going to Oxnard and on to Lake Casitas.

The Ojai Film Festival movie Beyond the Mirage and the talk that followed were good. The movie provided information on the risks and status of water supply in the western US. The movie is in the Green Coalition library. It shows the Colorado plateau and state water project and dependence on both of those systems for water supply and the risks to both of those systems. It was followed by a panel moderated by Kit Stoltz and engaged the crowd on our local issues.

3. Board of Director comments.

Mr. Word reported that he has participated in the AWA tour in the past and he is amazed at how many folks come up there and they are amazed the dam is not across the Ventura River. He then asked for an update on the status of the new sound system. Mr. Wickstrum said hopefully it will be installed prior to our first meeting in December.

President Kaiser congratulated the candidates who had successfully been elected in the Ojai Valley.

4. Board of Director Verbal Reports on Meetings Attended.

Director Bergen reported on the conference call for the Upper Ventura River JPA. It is nearing completion. Mr. Wickstrum stated it will be on the November 23rd meeting for consideration.

Director Hicks commented on his attendance at the Green Coalition movie and when the question was asked of the audience about hooking up to state water there may have only been one other person besides himself that held up their hand. He also reported on his attendance at the VRWC meeting.

Director Baggerly also attended the VRWC and reported on the work for the OBGMA.

5. Consent Agenda ADOPTED

- a. Minutes of the October 26, 2016 Board Meeting.

The Consent Agenda was offered by Director Hicks, seconded by Director Bergen and passed by the following roll call vote:

AYES:	Directors:	Bergen, Hicks, Baggerly, Kaiser
NOES:	Directors:	None
ABSTAIN:	Directors:	Word

6. Review of District Accounts Payable Report for the Period of 10/20/16 – 11/02/16. APPROVED

Director Hicks commented on the underfunded pension plans and that it is a small amount compared to other agencies. He added that he hopes the expenditures to the Sheriff department will be decreasing.

On the motion of Director Word, seconded by Director Hicks, the Accounts Payables were approved by the following roll call vote:

AYES:	Directors:	Bergen, Hicks, Word, Baggerly, Kaiser
NOES:	Directors:	None
ABSENT:	Directors:	None

7. Presentation of the Preliminary Water Security Project Analysis by Water Resources Engineering Associates.

Lou Nagy and Jordan Kear provided their preliminary analysis and presentation on a variety of projects in an attempt to find additional water supply. Their analysis separated projects into an upper tier and a lower tier and the one that is suggested for further study and could possibly yield the most water is the Matilija Formation Horizontal Bores which could provide up to 8,000 acre feet of water per year.

Angelo Spandrio provided a handout on the State Water Project tie in piping and suggested if a proof of concept can be done for less than 5 years and less money. He suggested the board look further at the HoBo's, the State Water

Project and renovating Senior Canyon. He then suggested moving further east for the point of connection for the State Water and that the pipe size be 30 inch all the way.

Michael Shapiro suggested a test drill be done first on the HoBo project before committing to the expenses on the project.

Randy Haney asked for a status on the sedimentation study. Mr. Cole stated the proposals are due tomorrow. Mr. Haney thanked them for the study and putting the resources into it. It is long overdue and the community appreciates it. He added it is important to have information and dialog and participate in the discussion to determine if the costs are doable and if we want to pay for them.

Ellen Sklares a resident on the East End said it would have been valuable to have video of today's meeting. She asked a question regarding Senior Canyon and if there could be another tunnel at that location. Jordan Kear explained that it is at an angle and access would be difficult. It could cost a lot of money for not a lot of water. Mr. Sklares mentioned rainwater catchment and Mr. Kear explained that rainwater capture is good for individual homeowners to do but this scope is on a much larger area.

Paul Jenkins commented on if safe gap measures are available if we hook Lake Casitas to the State Water Project and the State Water Project fails are you now liable for Oxnard, Camarillo and Simi Valley?

Renee Roth stated she was intrigued by the hobo option.

Director Baggerly made the following motion:

1. Draft a defensible Project Description for an exploratory well from Cooper Canyon with complete information about the horizontal bore into the Matilija Formation as a pilot project to test the concept and efficacy of the well project.
2. Register Kear Groundwater as CMWD's groundwater consultant. Register WREA with a continuing contract with CMWD. Mr. Wickstrum added that we will establish the scope of work and it would a sole source contract with the two consultants.
3. Review Standard Form 299 and set a pre-application meeting with the Los Padres National Forest Ojai Ranger Station leadership.
4. Draft a Request for Proposal for the development of an Initial Study for CEQA and an Environmental Assessment (if needed) for NEPA.
5. Start working on a Water Bond Grant proposal to fund the project next year.
6. Check for Categorical Exemptions for CEQA and Categorical Exclusions for NEPA for the project.
7. Make sure that the upcoming budget reflects the proposed project.

The motion was seconded by Director Word and passed by the following roll call vote:

AYES: Directors: Bergen, Hicks, Word, Baggerly, Kaiser
NOES: Directors: None
ABSENT: Directors: None

8. Recommend approval of a purchase order to Draper Construction in the amount of \$34,140 for the installation of fiber optic conduit between the Treatment Plant and Casitas Dam Hoist House locations. APPROVED

On the motion of Director Baggerly, seconded by Director Hicks, the above recommendation was approved by the following roll call vote:

AYES: Directors: Bergen, Hicks, Word, Baggerly, Kaiser
NOES: Directors: None
ABSENT: Directors: None

9. Information Items:

- a. Lake Casitas Monthly Status Report for October 2016.
- b. Water Consumption Report.
- c. CFD No. 2013-1 (Ojai) Monthly Cost Analysis.
- d. Investment Report.

On the motion of Director Word, seconded by Director Baggerly, the Information Items were approved for filing by the following roll call vote:

AYES: Directors: Bergen, Hicks, Word, Baggerly, Kaiser
NOES: Directors: None
ABSENT: Directors: None

President Kaiser moved the meeting into closed session at 5:30 p.m., calling for a quick recess and reconvening after the recess into closed session at 5:36 p.m.

10. Closed Session

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Subdivision (a) of Section 54956.9

Name of Case: Paula Suzanne Taylor v. Casitas Municipal Water District; Stephen E. Wickstrum and DOES 1 through 10, inclusive.

Civil Action No. 2:16-cv-7864-BRO-E.

Director Kaiser moved the meeting back into open session at 5:50 p.m. with Mr. Mathews stating that the board by a 5-0 vote decided to engage Liebert Cassidy Whitmore to defend the district in the above referenced case and engage Carl Warren as Third Party Administrator as necessary.

11. Adjournment

President Kaiser adjourned the meeting at 5:52 p.m.

James W. Word, Secretary

CASITAS MUNICIPAL WATER DISTRICT
Payable Fund Check Authorization
Checks Dated 11/9/16-11/16/16
Presented to the Board of Directors For Approval November 23, 2016

Check	Payee	Description	Amount
000682	Payables Fund Account	# 9759651478 Accounts Payable Batch 110916	\$218,288.92
000683	Payables Fund Account	# 9759651478 Accounts Payable Batch 111616	\$199,087.11
			\$417,376.03
000684	Payroll Fund Account	# 9469730919 Estimated Payroll 12/08/16	\$160,000.00
		Total	\$577,376.03

Publication of check register is in compliance with Section 53065.6 of the Government Code which requires the District to disclose reimbursements to employees and/or directors.

The above numbered checks, 000682-000684 have been duly audited is hereby certified as correct.

Denise Collin

11/15/14

Denise Collin, Accounting Manager/Treasurer

Signature

Signature

Signature

A/P Fund

Publication of check register is in compliance with Section 53065.6 of the Government Code which requires the District to disclose reimbursements to employees and/or directors.

000682	A/P Checks:	024959-024976
	A/P Draft to P.E.R.S.	000000
	A/P Draft to State of CA	000000
	A/P Draft to I.R.S.	000000
	Voids:	

000682	A/P Checks:	024977-025064
	A/P Draft to P.E.R.S.	000000
	A/P Draft to State of CA	
	A/P Draft to I.R.S.	
	Voids:	025021-025022

The above numbered checks,
have been duly audited are hereby
certified as correct.

 11/15/14

Denise Collin, Accounting Manager/Treasurer

Signature

Signature

Signature

CERTIFICATION

Payroll disbursements for the pay period ending 11/05/16
Pay Date of 11/10/16
have been duly audited and are
hereby certified as correct.

Signed: Denise Collin
Denise Collin

Signed: _____
Signature

Signed: _____
Signature

Signed: _____
Signature

VENDOR SET: 01 Casitas Municipal Water D
BANK: * ALL BANKS
DATE RANGE:11/03/2016 THRU 11/16/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	11/16/2016			025021		
C-CHECK	VOID CHECK	V	11/16/2016			025022		

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	2	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			2	0.00	0.00	0.00
BANK:		TOTALS:	2	0.00	0.00	0.00

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 11/03/2016 THRU 11/16/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00049	STATE OF CALIFORNIA							
I-T2 201611071151	State Withholding	D	11/09/2016	8,761.43		000000		8,761.43
00128	INTERNAL REVENUE SERVICE							
I-T1 201611071151	Federal Withholding	D	11/09/2016	25,982.80		000000		
I-T3 201611071151	FICA Withholding	D	11/09/2016	21,096.04		000000		
I-T4 201611071151	Medicare Withholding	D	11/09/2016	5,911.42		000000		52,990.26
00187	CALPERS							
I-PBB201611071151	PERS BUY BACK	D	11/09/2016	66.87		000000		
I-PBP201611071151	PERS BUY BACK	D	11/09/2016	161.96		000000		
I-PEB201611071151	PEPRA EMPLOYEES PORTION	D	11/09/2016	2,340.46		000000		
I-PER201611071151	PERS EMPLOYEE PORTION	D	11/09/2016	8,823.75		000000		
I-PRB201611071151	PEBRA EMPLOYER PORTION	D	11/09/2016	2,454.66		000000		
I-PRR201611071151	PERS EMPLOYER PORTION	D	11/09/2016	9,757.70		000000		23,605.40
09182	CalPERS							
I-100000014858967	Unfunded Accrued Liab. 11/16	D	11/10/2016	18,119.49		000000		
I-100000014858977	Unfunded Accrued Liab. 11/16	D	11/10/2016	30.35		000000		18,149.84
02283	Mary Bergen							
I-July 16	Reimburse Mileage 7/16	R	11/09/2016	11.99		024959		11.99
02930	Andrew Bonsignori							
I-Oct 16	Reimburse Expenses 10/16	R	11/09/2016	78.00		024960		78.00
00424	DEPARTMENT OF MOTOR VEHICLES							
I-102016	Use Tax - Trailer #218	R	11/09/2016	204.00		024961		204.00
02710	Ford of Ventura Inc							
I-60344761	Repairs & Maintenance-Unit 50	R	11/09/2016	42.24		024962		42.24
01482	MICHAEL GIBSON							
I-Oct 16	Reimburse Expenses 10/16	R	11/09/2016	281.40		024963		281.40
00126	CAROLE ILES							
I-Oct 16	Reimburse Mileage 10/16	R	11/09/2016	39.69		024964		39.69
02909	Nason's Lock & Safe, Inc.							
I-65570a	Lower Vault Safe Labor	R	11/09/2016	845.00		024965		845.00
02900	Greg Romey							
I-Nov 16	Reimburse Expenses 11/16	R	11/09/2016	122.07		024966		122.07

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 11/03/2016 THRU 11/16/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00215	SOUTHERN CALIFORNIA EDISON							
I-110216	Acct#2210502480	R	11/09/2016	121,837.60		024967		
I-110216a	Acct#2210505426	R	11/09/2016	1,702.91		024967		
I-110216b	Acct#2237789169	R	11/09/2016	30.35		024967		
I-110216c	Acct#2269631768	R	11/09/2016	22.70		024967		123,593.56
02643	Take Care by WageWorks							
I-041216	Reimburse Medical	R	11/09/2016	312.06		024968		
I-4412168	Reimburse Medical	R	11/09/2016	70.00		024968		382.06
01101	REBEKAH VIEIRA							
I-Oct 16	Reimburse Mileage 10/16	R	11/09/2016	11.07		024969		11.07
01203	DENISE COLLIN							
I-Oct 16	Reimburse Expenses 10/16	R	11/09/2016	92.46		024970		92.46
00124	ICMA RETIREMENT TRUST - 457							
I-CUI201611071151	457 CATCH UP	R	11/09/2016	461.54		024971		
I-DCI201611071151	DEFERRED COMP FLAT	R	11/09/2016	1,879.62		024971		2,341.16
01960	Moringa Community							
I-MOR201611071151	PAYROLL CONTRIBUTIONS	R	11/09/2016	16.75		024972		16.75
00985	NATIONWIDE RETIREMENT SOLUTION							
I-DCN201611071151	DEFERRED COMP FLAT	R	11/09/2016	3,430.00		024973		
I-DN%201611071151	DEFERRED COMP PERCENT	R	11/09/2016	319.30		024973		3,749.30
00180	S.E.I.U. - LOCAL 721							
I-COP201611071151	SEIU 721 COPE	R	11/09/2016	19.50		024974		
I-UND201611071151	UNION DUES	R	11/09/2016	741.50		024974		761.00
01400	STATE DISBURSEMENT UNIT							
I-CS4201611071151	Payroll Deduction 10-D000121	R	11/09/2016	682.14		024975		682.14
00230	UNITED WAY							
I-UWY201611071151	PAYROLL CONTRIBUTIONS	R	11/09/2016	60.00		024976		60.00
02911	Adco Billing Solutions							
I-092216	DOI 01/22/03 Claim # 03-01792	R	11/16/2016	417.60		024977		417.60
00010	AIRGAS USA LLC							
I-9056550568	Oxygen & Acetylene - PL	R	11/16/2016	185.92		024978		
I-9056643760	Gloves, Brushes, Gel - PL	R	11/16/2016	192.70		024978		
I-9056737642	Filter, Gloves, Respirator -PL	R	11/16/2016	74.70		024978		
I-9056881948	Welding Rods & Work Gloves -TP	R	11/16/2016	70.15		024978		523.47

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 11/03/2016 THRU 11/16/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02923 I-45530	Ameritrol, Inc. Flow Switch - TP	R	11/16/2016	648.40		024979		648.40
00417 I-7009192447	APPLIED INDUSTRIAL TECHNOLOGY Oring Kit - E&M	R	11/16/2016	16.17		024980		16.17
00014 I-001994 I-012443	AQUA-FLO SUPPLY Drain Pipe - Maint. Brass Fire Adapter - E&M	R R	11/16/2016 11/16/2016	782.93 23.76		024981 024981		806.69
01323 I-1610078	ARGO CHEMICAL INC Ammonia - TP	R	11/16/2016	3,349.86		024982		3,349.86
02179 I-130342	Art Street Interactive Res Sys Web Hosting/Maint.	R	11/16/2016	542.15		024983		542.15
00030 I-1900889238 I-1900889239 I-1900889901	B&R TOOL AND SUPPLY CO Pump Repair Parts - PL Pump Repair Parts - PL Fuel Transfer Pump - Maint.	R R R	11/16/2016 11/16/2016 11/16/2016	233.15 1,056.82 333.25		024984 024984 024984		1,623.22
00679 I-S2306362.001	BAKERSFIELD PIPE & SUPPLY INC Pipe Elbow - E&M	R	11/16/2016	56.70		024985		56.70
01989 I-221063	Campbell Scientific, Inc. Turbidity Sensor Rep-Fisheries	R	11/16/2016	236.41		024986		236.41
09907 I-SLS10054471	CARUS PHOSPHATES, INC. Blended Phosphate - TP	R	11/16/2016	20,568.96		024987		20,568.96
00055 I-Oct 16 Gas	CASITAS BOAT RENTALS Gas for Boats - LCRA	R	11/16/2016	446.44		024988		446.44
00055 I-Oct Cafe Passes	CASITAS BOAT RENTALS October Cafe Passes	R	11/16/2016	1,138.50		024989		1,138.50
01843 I-697223 I-698688	COASTAL COPY Copier Usage - LCRA Copier Maintenance - DO	R R	11/16/2016 11/16/2016	152.18 193.53		024990 024990		345.71
00059 I-S1933581.001 I-S1933994.001 I-S1934375.002	COASTAL PIPCO Shovels, Sealant - TP Supplies-Raw Water Chem. Tank Supplies-TP Sample Line Repair	R R R	11/16/2016 11/16/2016 11/16/2016	79.87 23.71 69.30		024991 024991 024991		172.88

VENDOR SET: 01 Casitas Municipal Water D

BANK: AP ACCOUNTS PAYABLE

DATE RANGE:11/03/2016 THRU 11/16/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00062	CONSOLIDATED ELECTRICAL I-9009-741931 Breaker Lug Kit Spares - E&M	R	11/16/2016	529.07		024992		529.07
00719	CORELOGIC INFORMATION SOLUTION I-81746337 Realquest Subscription	R	11/16/2016	137.50		024993		137.50
01483	CORVEL CORPORATION I-6107430211 Bill Review	R	11/16/2016	9.50		024994		
	I-6107765131 Bill Review	R	11/16/2016	9.50		024994		19.00
00873	CSAC EXCESS INSURANCE AUTHORIT I-17100288 Excess Workers Comp Insurance	R	11/16/2016	978.00		024995		978.00
02722	D&H Water Systems I-I2016-0977 Gaskets for Cylinders - TP	R	11/16/2016	321.54		024996		321.54
01856	DATA FLOW C-23640b Accrue Use Tax	R	11/16/2016	13.61CR		024997		
	D-23640a Accrue Use Tax	R	11/16/2016	13.61		024997		
	I-23640 AP Checks - Admin	R	11/16/2016	198.12		024997		198.12
00877	DATA-LINC GROUP C-318297b Accrue Use Tax	R	11/16/2016	39.75CR		024998		
	D-318297a Accrue Use Tax	R	11/16/2016	39.75		024998		
	I-318297 Data-Linc Radio Repair-E&M	R	11/16/2016	542.00		024998		542.00
01764	DataProse, LLC I-DP1603039 UB Mailing 09/30/16	R	11/16/2016	1,842.63		024999		1,842.63
00085	DON'S INDUSTRIAL SUPPLY, LLC I-359681 Air Hose - Unit 82	R	11/16/2016	26.50		025000		26.50
00086	E.J. Harrison & Sons Inc I-1350 Acct#500546088	R	11/16/2016	280.00		025001		
	I-557 Acct#500139629	R	11/16/2016	2,851.64		025001		3,131.64
00095	FAMCON PIPE & SUPPLY I-185623 Meter Fittings - PL	R	11/16/2016	398.83		025002		
	I-185682 Meter Fittings - PL	R	11/16/2016	537.50		025002		
	I-185729 Gaskets, Rings - Whs Stock	R	11/16/2016	1,357.99		025002		
	I-185882 Pipe Repair Parts - PL	R	11/16/2016	731.00		025002		
	I-185883 Pipe Repair Parts - PL	R	11/16/2016	416.03		025002		
	I-185967 Rings, Gaskets - Whs Stock	R	11/16/2016	1.88		025002		
	I-186287 Gaskets, Rings - Whs Stock	R	11/16/2016	11.56		025002		
	I-186519 Gate Valves - PL	R	11/16/2016	1,806.00		025002		5,260.79

VENDOR SET: 01 Casitas Municipal Water D

BANK: AP ACCOUNTS PAYABLE

DATE RANGE:11/03/2016 THRU 11/16/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00099	FGL ENVIRONMENTAL							
I-611570A	Manganese Monitoring 9/28	R	11/16/2016	130.00		025003		
I-611584A	Lake Nutrient Monitoring 9/28	R	11/16/2016	1,162.00		025003		
I-611929A	Alkalinity Monitoring 10/6	R	11/16/2016	95.00		025003		
I-612155A	Lake Nutrient Monitoring 10/11	R	11/16/2016	1,162.00		025003		
I-612156A	Manganese Monitoring 10/11	R	11/16/2016	130.00		025003		
I-612159A	Nitrate Monitoring 10/11/16	R	11/16/2016	61.00		025003		2,740.00
00101	FISHER SCIENTIFIC							
I-2138744	Gloves, Petri Dishes - Lab	R	11/16/2016	84.62		025004		84.62
02710	Ford of Ventura Inc							
I-60352291	Brake Pads, Smog, Oil -Unit 16	R	11/16/2016	1,008.90		025005		1,008.90
00104	FRED'S TIRE MAN							
I-95285	Replace Tire & Sensor-Unit 22	R	11/16/2016	79.07		025006		79.07
00106	FRONTIER PAINT							
I-F0219856	Paint, Spray Paint, etc. - E&M	R	11/16/2016	48.48		025007		48.48
02720	Garda CL West, Inc.							
I-10253935	Armored Truck Service	R	11/16/2016	633.38		025008		633.38
02158	Google, Inc.							
I-3362559499	Google Apps 10/16	R	11/16/2016	803.87		025009		803.87
00115	GRAINGER, INC							
C-9268813061	LED High Bay Light - E&M	R	11/16/2016	185.06CR		025010		
I-9261494992	LED Lighting - E&M	R	11/16/2016	185.06		025010		
I-9265320664	Sump Pump - E&M	R	11/16/2016	193.50		025010		
I-9267238674	Marine Grade Epoxy - TP	R	11/16/2016	225.62		025010		
I-9268813053	Flush Indicator Light - LCRA	R	11/16/2016	11.70		025010		
I-9268897114	Phillips Advance Ballast - E&M	R	11/16/2016	149.22		025010		
I-9278813713	Transfer Tank - Maint.	R	11/16/2016	246.85		025010		826.89
02217	Greg Rents							
I-38374	Carb Assembly,Tune Up Kit-LCRA	R	11/16/2016	109.00		025011		109.00
00121	HACH COMPANY							
I-10174049	Buffer Solution - Lab	R	11/16/2016	26.34		025012		26.34
01052	HARBOR FREIGHT TOOLS USA, INC							
I-02367600	Work Gloves - Maint.	R	11/16/2016	70.80		025013		70.80

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE:11/03/2016 THRU 11/16/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02931	Lawrence Jiwanmall							
I-100816	Day Use Refund - LCRA	R	11/16/2016	70.00		025014		70.00
02598	Konecranes, Inc.							
I-NLA01150700	Hoist Repair - TP	R	11/16/2016	3,961.32		025015		3,961.32
01161	LAKE CASITAS MARINA CAFE							
I-Aug 16	End of Season Party - WP	R	11/16/2016	672.00		025016		672.00
01270	SCOTT LEWIS							
I-Oct 16	Reimburse Expenses 10/16	R	11/16/2016	664.35		025017		664.35
02933	William M. Linn II							
I-102916	Day Use Refund - LCRA	R	11/16/2016	10.00		025018		10.00
00497	SUSAN McMAHON							
I-Nov 16	Reimburse Expenses 11/16	R	11/16/2016	731.05		025019		731.05
00151	MEINERS OAKS ACE HARDWARE							
I-742079	Welding Sheet - Fisheries	R	11/16/2016	18.57		025020		
I-742495	Paint, Gas - LCRA	R	11/16/2016	129.37		025020		
I-743559	Mats, Utility Runner-Utilites	R	11/16/2016	48.33		025020		
I-743564	Cement&Stripping Supplies-LCRA	R	11/16/2016	88.73		025020		
I-743576	Wet Dry Vac, Varnish - LCRA	R	11/16/2016	300.63		025020		
I-743635	Paint, Stakes, Line - PL	R	11/16/2016	21.22		025020		
I-743868	Battery, Gasser - Maint.	R	11/16/2016	19.77		025020		
I-743894	Fittings for Plumbing - TP	R	11/16/2016	44.19		025020		
I-744048	Dropcloths, Jab Saw - LCRA	R	11/16/2016	71.44		025020		
I-744169	Bolts & Screws - Maint.	R	11/16/2016	15.59		025020		
I-744176	Bolts & Screws - LCRA	R	11/16/2016	2.97		025020		
I-744281	Bucket, Scrub Brush-Fisheries	R	11/16/2016	32.42		025020		
I-7443288	Glass & Tire Cleaner-Utilities	R	11/16/2016	19.79		025020		
I-744349	Socket, Silica Sand - E&M	R	11/16/2016	10.23		025020		
I-744351	Batteries - Utilities	R	11/16/2016	20.81		025020		
I-744554	Spring Snaps - Maint.	R	11/16/2016	9.16		025020		
I-744726	Nozzle Gun, Shower head - LCRA	R	11/16/2016	20.13		025020		
I-744959	Bolts, Screws, Hinges - E&M	R	11/16/2016	8.49		025020		
I-744977	Clorox, Febreeze, Tape - LCRA	R	11/16/2016	50.46		025020		
I-745130	Key for Eng. Closet	R	11/16/2016	2.14		025020		
I-745188	Plunger - Maint.	R	11/16/2016	5.07		025020		
I-745271	Lawn Fence, Cut Wheel - Maint.	R	11/16/2016	36.61		025020		
I-745319	Fuse Plug,Circuit Breaker-LCRA	R	11/16/2016	35.17		025020		
I-745431	Sledge Hammer & Bolts - Maint.	R	11/16/2016	29.68		025020		
I-746083	Acetone, Bolt, Hinge - LCRA	R	11/16/2016	57.37		025020		1,098.34

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 11/03/2016 THRU 11/16/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02194	Draza Mrvichin							
I-110116	Services Received 10/16	R	11/16/2016	7,012.50		025023		7,012.50
00163	OFFICE DEPOT							
I-876983565001	Office Supplies - DO	R	11/16/2016	223.90		025024		
I-876983565002	Office Supplies - DO	R	11/16/2016	31.53		025024		255.43
00160	OILFIELD ELECTRIC CO, INC							
I-9652	Electrical Upgrade - Eng.	R	11/16/2016	7,618.24		025025		7,618.24
01570	Ojai Auto Supply LLC							
C-387506	Hose Assembly - LCRA	R	11/16/2016	96.95CR		025026		
I-386593	Battery Charger, Cable-Unit 37	R	11/16/2016	17.05		025026		
I-386668	Blaster Penetrant - Unit 37	R	11/16/2016	6.25		025026		
I-386857	Blade - Utilities	R	11/16/2016	16.32		025026		
I-386860	Hinge Pin&Bushing Kit-Unit 29	R	11/16/2016	32.60		025026		
I-387289	Terminal Block - LCRA	R	11/16/2016	12.61		025026		
I-387330	Hinge Pin - Unit # 37	R	11/16/2016	67.69		025026		
I-387427	Hose Assembly - LCRA	R	11/16/2016	96.95		025026		
I-387868	Air Filter - LCRA	R	11/16/2016	37.39		025026		189.91
00165	OJAI LUMBER CO, INC							
I-1610-799049	Cedar Fence, Fir - LCRA	R	11/16/2016	94.96		025027		
I-1611-801062	Pine Lumbar - LCRA	R	11/16/2016	15.06		025027		110.02
02917	Ojai Valley Organics							
I-30454	Green Waster Pickup - Maint.	R	11/16/2016	15.00		025028		
I-30457	Green Waste - Villanova Proj.	R	11/16/2016	15.00		025028		
I-30462	Green Waste - Villanova Proj.	R	11/16/2016	15.00		025028		45.00
00169	OJAI VALLEY SANITARY DISTRICT							
I-18766	Cust # 20594	R	11/16/2016	169.29		025029		
I-52921	Cust # 18840	R	11/16/2016	56.43		025029		225.72
00734	ONESOURCE DISTRIBUTORS							
I-S5297452.001	Rescue Hook - E&M	R	11/16/2016	463.97		025030		463.97
00178	PARADISE CHEVROLET							
I-683510CVW	Armrest - Unit #54	R	11/16/2016	71.90		025031		71.90
00188	PETTY CASH							
I-110816	Replenish Petty Cash	R	11/16/2016	411.50		025032		411.50

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 11/03/2016 THRU 11/16/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02833	Praxair, Inc							
I-75003795	Liquid Oxygen - TP	R	11/16/2016	2,039.98		025033		2,039.98
10042	PSR ENVIRONMENTAL SERVICE, INC							
I-7914	Gas Tank Inspection - DO	R	11/16/2016	210.00		025034		
I-7915	Gas Tank Inspection - LCRA	R	11/16/2016	210.00		025034		420.00
00313	ROCK LONG'S AUTOMOTIVE							
I-19239	Oil Filter, Crankseal -Unit 4	R	11/16/2016	278.97		025035		
I-19259	Oil,Air,Atf,Smog Check-Unit 39	R	11/16/2016	345.51		025035		
I-19305	Oil,Air,Light Bulb-Unit 22	R	11/16/2016	194.03		025035		
I-19312	Oil Filter, Crankseal -Unit 19	R	11/16/2016	318.62		025035		
I-19342	Shocks, Ball Joints - Unit 19	R	11/16/2016	1,650.10		025035		2,787.23
02475	Rutan & Tucker, LLP							
I-761558	Acct#0295180001 10/16	R	11/16/2016	15,016.45		025036		15,016.45
10246	RYDIN DECAL							
C-324899b	Accrue Use Tax	R	11/16/2016	77.06CR		025037		
D-324899a	Accrue Use Tax	R	11/16/2016	77.06		025037		
I-324899	Vehicle & Boat Decals - LCRA	R	11/16/2016	1,064.01		025037		1,064.01
01109	SALVADOR LOERA TRANSPORTATION							
I-15424	Fill Sand - PL	R	11/16/2016	367.96		025038		
I-15503	Fill Sand - PL	R	11/16/2016	367.96		025038		
I-15509	Base - PL	R	11/16/2016	570.00		025038		1,305.92
02756	SC Fuels							
I-0728216-IN	Gas & Diesel - LCRA	R	11/16/2016	2,906.72		025039		
I-0735442-IN	Gas - Main Yard	R	11/16/2016	3,211.37		025039		6,118.09
00725	SMART & FINAL							
I-191980	Coffee, Bowls, Cups - LCRA	R	11/16/2016	61.15		025040		61.15
00621	Southern California Permanente							
I-100416	DOI 06/06/16 Claim # 16-22969	R	11/16/2016	139.49		025041		139.49
02202	Stanley Pest Control							
I-879772	Monthly Pest Control - WP	R	11/16/2016	170.00		025042		170.00
00207	State Board of Equalization							
I-00025251484	Water Rights Fee-Casitas Dam	R	11/16/2016	7,264.80		025043		7,264.80

VENDOR SET: 01 Casitas Municipal Water D

BANK: AP ACCOUNTS PAYABLE

DATE RANGE: 11/03/2016 THRU 11/16/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00207	State Board of Equalization Water Rights Fee-Matilija Dam	R	11/16/2016	433.80		025044		433.80
00050	STATE OF CALIFORNIA - EDD Unemployment Insurance	R	11/16/2016	8,121.00		025045		8,121.00
00767	STATE WATER RESOURCES CONTROL Large Water System Fees - Lab	R	11/16/2016	4,508.12		025046		4,508.12
02932	Efren Diaz Suarez Camping Fee Refund - LCRA	R	11/16/2016	26.50		025047		26.50
02703	Sunbelt Rentals Excavator Rental - PL	R	11/16/2016	5,346.69		025048		5,346.69
02643	Take Care by WageWorks Reimburse Medical	R	11/16/2016	10.00		025049		10.00
02527	Traffic Technologies LLC 5 Gallons Paint - LCRA	R	11/16/2016	78.84		025050		78.84
	I-22863 Sign for Fairview PP - Maint.	R	11/16/2016	65.50		025050		144.34
00225	UNDERGROUND SERVICE ALERT 131 New Ticket Charges	R	11/16/2016	196.50		025051		196.50
00243	VALLEY EQUIPMENT 8 Gallons Propane - Utilities	R	11/16/2016	30.96		025052		30.96
01048	VAUGHAN'S INDUSTRIAL REPAIR CO SCUSI Mechanical Seal - E&M	R	11/16/2016	3,798.51		025053		3,798.51
00247	County of Ventura Encroachment Permits	R	11/16/2016	810.00		025054		810.00
00251	VENTURA COUNTY STAR Notice of Public Hearing	R	11/16/2016	123.36		025055		123.36
00254	VENTURA LOCKSMITHS Battery Replacement - LCRA	R	11/16/2016	150.00		025056		150.00
00257	VENTURA RIVER WATER DISTRICT Acct#0350100A	R	11/16/2016	10.00		025057		10.00
	I-103116a Acct#0537500A	R	11/16/2016	215.60		025057		225.60

VENDOR SET: 01 Casitas Municipal Water D
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 DATE RANGE: 11/03/2016 THRU 11/16/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00258	VENTURA STEEL, INC							
I-186984	Formed Channel for Cabinet-E&M	R	11/16/2016	77.40		025058		77.40
09955	VENTURA WHOLESALE ELECTRIC							
I-202260	Electrical Parts - WP	R	11/16/2016	94.60		025059		
I-204430	Oil, Cover, Connector - E&M	R	11/16/2016	32.90		025059		
I-216494	Pushbutton Unit - LCRA	R	11/16/2016	46.76		025059		174.26
01283	Verizon Wireless							
I-9774744877	Monthly Cell Charges - DO	R	11/16/2016	907.20		025060		
I-9774745408	Monthly Cell Charges - LCRA	R	11/16/2016	483.82		025060		1,391.02
00536	Water Resource Engr Associates							
I-3018-1	Water Security Analysis 8-9/16	R	11/16/2016	8,343.16		025061		
I-3018-2	Water Security Analysis 10/16	R	11/16/2016	14,250.00		025061		22,593.16
02574	West Coast Welding & Construct							
I-13152	Intake Screen 3 Restoration-TP	R	11/16/2016	20,238.88		025062		20,238.88
00403	WESTERN WATER WORKS SUPPLY CO.							
I-434252-00	Couplings, Pipe - Whs	R	11/16/2016	1,827.50		025063		1,827.50
01483	CORVEL CORPORATION							
I-C00204969403	Claim #03-01792	R	11/16/2016	400.00		025064		400.00

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	104	314,251.16	0.00	314,251.16
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	4	103,506.93	0.00	103,506.93
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00		
		0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			108	417,758.09	0.00	417,758.09
BANK: AP	TOTALS:		108	417,758.09	0.00	417,758.09
REPORT TOTALS:			108	417,758.09	0.00	417,758.09

void check # 023362 + 023767, checks lost. Reissued on check # 024968 - Nov. 16 (382.06)

\$ 417,376.03

MEMORANDUM

TO: Board of Directors
From: Steven E. Wickstrum, General Manager
RE: Joint Exercise of Powers Agreement Creating the Upper Ventura River Groundwater Sustainability Agency
Date: November 17, 2016

RECOMMENDATION:

It is recommended that the Board of Directors (1) approve by resolution the Joint Exercise of Powers Agreement (JPA) to create the Upper Ventura River Groundwater Sustainability Agency, (2) appoint by resolution a Casitas Director that will serve as an Agency Member Director, and (3) consider the appointment of the Alternate Director.

BACKGROUND:

As a result of the passage of the Groundwater Management Act in September 2014, there has been an interest by local water agencies and the County of Ventura to consider the formation of a Groundwater Sustainability Agency that would address the sustainability issues of the Upper Ventura River sub-basin. In October 2014, the Board of Directors assigned staff and Directors Bergen and Kaiser to represent Casitas in discussions regarding the formation of the agency. Please be informed that after nearly two years of lengthy meetings and the diligent commitment by the members of Groundwater Sustainability Agency Formation Committee, a final JPA to create the Upper Ventura River Groundwater Sustainability Agency is ready for the consideration of approval by the Board of Directors. The JPA has been approved by the Boards of Meiners Oaks Water District and Ventura River Water District. Other approvals of the JPA are expected to be accomplished by the City of San Buenaventura and the County of Ventura.

During the August 24, 2016, regular meeting of the Board of Directors, an initial review of the JPA resulted in a question concerning the language of the JPA that limited the qualification of the stakeholder participation in the Agency. This question was discussed at great length and addressed in the final JPA.

The following is a brief summary of the JPA:

PURPOSE: The purpose of the Agency is to serve as the local Agency for the groundwater basin to develop, adopt, and implement the groundwater sustainability plan pursuant to SGMA and other applicable provisions of law.

GOVERNANCE: The JPA is the legal instrument to define the governance structure for the Agency, pursuant to the Sustainable Groundwater Management Act (SGMA). The Agency will operate as a separate entity on to its own, composed of five Member Directors and two Stakeholder Directors. One Member Director shall be appointed by each of the governing board of each Member (Article 6.3.1). An Alternate Director may also be appointed by the governing board of each Member (Article 6.4).

FISCAL SUMMARY: The Agency will establish its own budget and financing mechanisms, which may include voluntary contributions from Member agencies and the assessment of Member contributions (Article 14). The Casitas Municipal Water District will be required in the future to budget and authorize funding to the Agency.

SCHEDULE: Upon the completion of the approvals by all five Member agencies, the Agency will conduct its first meeting in December 2016 to begin the selection of Stakeholder members and take specific action with the State Department of Water Resources to become formally recognized as the authority for the Upper Ventura River Groundwater basin. Additional work will follow in January 2017 to develop the bylaws, budget, and administrative foundation for the Agency, and then begin work to develop the Groundwater Sustainability Plan. The Plan is to be completed by January 2022 and the basin is to attain sustainability by year 2042.

If there are any questions in this regard, please do not hesitate to ask me.

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BOARD OF DIRECTORS

CASITAS MUNICIPAL WATER DISTRICT

RESOLUTION NO. [REDACTED] - [REDACTED]

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CASITAS MUNICIPAL WATER DISTRICT
AUTHORIZING AND DIRECTING THE EXECUTION OF A JOINT EXERCISE OF POWERS
AGREEMENT CREATING THE UPPER VENTURA RIVER GROUNDWATER AGENCY**

WHEREAS, the California Legislature has adopted, and the Governor has signed into law, the Sustainable Groundwater Management Act of 2014 ("SGMA"), which authorizes local agencies to manage groundwater in a sustainable fashion; and

WHEREAS, in order to exercise the authority granted in SGMA, a local agency or combination of local agencies must elect to become a groundwater sustainability agency ("GSA"); and

WHEREAS, the Casitas Municipal Water District, the City of San Buenaventura, the County of Ventura, the Meiners Oaks Water District, and the Ventura River Water District ("Member Agencies") are all local agencies, as SGMA defines that term; and

WHEREAS, the Member Agencies each exercise jurisdiction upon lands overlying the Upper Ventura River Basin (designated basin number 4-3.01 in the California Department of Water Resources' CASGEM groundwater basin system) ("Basin") and are all committed to the sustainable management of the Basin's groundwater resources; and

WHEREAS, the Member Agencies have determined that the sustainable management of the Basin pursuant to SGMA may best be achieved through the cooperation of the Member Agencies operating through a joint powers authority; and

WHEREAS, the Casitas Municipal Water District ("Casitas MWD") is a special district duly organized and validly existing under the Constitution and laws of the State of California; and

WHEREAS, the Casitas MWD, upon authorization of the Board of Directors, may, pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code ("JPA Act"), enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them or conferred to them by the JPA Act; and

WHEREAS, all of the Member Agencies are public agencies as defined in the JPA Act; and

WHEREAS, the Member Agencies intend to enter into a joint exercise of powers agreement pursuant to the JPA Act ("JPA Agreement") pursuant to which the Upper Ventura River Groundwater Agency ("UVR Groundwater Agency") will be created to,

1 among other things, take all actions deemed necessary by the UVR Groundwater
2 Agency to ensure sustainable management of the Basin as required by SGMA; and

3 **WHEREAS**, under California law and the JPA Agreement, the UVR Groundwater
4 Agency will be a public entity separate and apart from the parties to the JPA
5 Agreement and the debts, liabilities, and obligations of the UVR Groundwater Agency
6 will not be the debts, liabilities, or obligations of the Casitas MWD or of the other
7 Member Agencies, or of any representatives of either the Casitas MWD or the other
8 Member Agencies serving on the governing body of the UVR Groundwater Agency
9 (“UVR Groundwater Agency Board”); and

10 **WHEREAS**, the Board of Directors of the Casitas Municipal Water District has
11 determined it to be in the Casitas MWD’s best interest and in the public interest to
12 execute the JPA Agreement attached to this Resolution as Attachment 1; and

13 **WHEREAS**, all acts, conditions and things required by the Constitution and laws of
14 the State of California to exist, to have happened and to have been performed
15 precedent to and in connection with the consummation of the transactions authorized
16 hereby do exist, have happened and have been performed in regular and due time,
17 form and manner as required by law, and the Casitas MWD is now duly authorized and
18 empowered, pursuant to each and every requirement of law, to consummate such
19 transactions for the purpose, in the manner and upon the terms herein provided;

20 **WHEREAS**, adoption of this resolution does not constitute a “project” under
21 California Environmental Quality Act Guidelines Section 15378(b)(5), including
22 organization and administrative activities of government, because there would be no
23 direct or indirect physical change in the environment.

24 **THEREFORE, BE IT RESOLVED** by the Board of Directors of the Casitas Municipal
25 Water District, as follows:

- 26 1. All the recitals in this resolution are true and correct and the Casitas MWD
27 so finds, determines and represents.
- 28 2. The [CLERK] of the Casitas MWD is hereby authorized and directed to
29 attest the signature of the authorized signatory, and to affix and attest the
30 seal of the Casitas MWD, as may be required or appropriate in
connection with the execution and delivery of the JPA Agreement.
3. This resolution shall take effect immediately upon passage and adoption.

WE, THE UNDERSIGNED, do hereby certify that the above and foregoing
Resolution No. [REDACTED] was duly adopted and passed by the Board of Directors of the
Casitas Municipal Water District at a regularly scheduled meeting held on the 23rd day
of November, 2016, by the following vote:

AYES:
NOES:
ABSENT:

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Pete Kaiser, President
Casitas Municipal Water District

ATTEST:

Rebekah Vieira, Clerk of the Board

ATTACHMENT 1

JOINT EXERCISE OF POWERS AGREEMENT CREATING THE UPPER VENTURA RIVER
GROUNDWATER AGENCY

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BOARD OF DIRECTORS

CASITAS MUNICIPAL WATER DISTRICT

RESOLUTION NO. [REDACTED] - [REDACTED]

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CASITAS MUNICIPAL WATER DISTRICT
AUTHORIZING AND DIRECTING THE EXECUTION OF A JOINT EXERCISE OF POWERS
AGREEMENT CREATING THE UPPER VENTURA RIVER GROUNDWATER AGENCY**

WHEREAS, the California Legislature has adopted, and the Governor has signed into law, the Sustainable Groundwater Management Act of 2014 ("SGMA"), which authorizes local agencies to manage groundwater in a sustainable fashion; and

WHEREAS, in order to exercise the authority granted in SGMA, a local agency or combination of local agencies must elect to become a groundwater sustainability agency ("GSA"); and

WHEREAS, the Casitas Municipal Water District, the City of San Buenaventura, the County of Ventura, the Meiners Oaks Water District, and the Ventura River Water District ("Member Agencies") are all local agencies, as SGMA defines that term; and

WHEREAS, the Member Agencies each exercise jurisdiction upon lands overlying the Upper Ventura River Basin (designated basin number 4-3.01 in the California Department of Water Resources' CASGEM groundwater basin system) ("Basin") and are all committed to the sustainable management of the Basin's groundwater resources; and

WHEREAS, the Member Agencies have determined that the sustainable management of the Basin pursuant to SGMA may best be achieved through the cooperation of the Member Agencies operating through a joint powers authority; and

WHEREAS, the Casitas Municipal Water District ("Casitas MWD") is a special district duly organized and validly existing under the Constitution and laws of the State of California; and

WHEREAS, the Casitas MWD, upon authorization of the Board of Directors, may, pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code ("JPA Act"), enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them or conferred to them by the JPA Act; and

WHEREAS, all of the Member Agencies are public agencies as defined in the JPA Act; and

WHEREAS, the Member Agencies intend to enter into a joint exercise of powers agreement pursuant to the JPA Act ("JPA Agreement") pursuant to which the Upper Ventura River Groundwater Agency ("UVR Groundwater Agency") will be created to,

1 among other things, take all actions deemed necessary by the UVR Groundwater
2 Agency to ensure sustainable management of the Basin as required by SGMA; and

3 **WHEREAS**, under California law and the JPA Agreement, the UVR Groundwater
4 Agency will be a public entity separate and apart from the parties to the JPA
5 Agreement and the debts, liabilities, and obligations of the UVR Groundwater Agency
6 will not be the debts, liabilities, or obligations of the Casitas MWD or of the other
7 Member Agencies, or of any representatives of either the Casitas MWD or the other
8 Member Agencies serving on the governing body of the UVR Groundwater Agency
9 (“UVR Groundwater Agency Board”); and

10 **WHEREAS**, the Board of Directors of the Casitas Municipal Water District has
11 determined it to be in the Casitas MWD’s best interest and in the public interest to
12 execute the JPA Agreement attached to this Resolution as Attachment 1; and

13 **WHEREAS**, all acts, conditions and things required by the Constitution and laws of
14 the State of California to exist, to have happened and to have been performed
15 precedent to and in connection with the consummation of the transactions authorized
16 hereby do exist, have happened and have been performed in regular and due time,
17 form and manner as required by law, and the Casitas MWD is now duly authorized and
18 empowered, pursuant to each and every requirement of law, to consummate such
19 transactions for the purpose, in the manner and upon the terms herein provided;

20 **WHEREAS**, adoption of this resolution does not constitute a “project” under
21 California Environmental Quality Act Guidelines Section 15378(b)(5), including
22 organization and administrative activities of government, because there would be no
23 direct or indirect physical change in the environment.

24 **THEREFORE, BE IT RESOLVED** by the Board of Directors of the Casitas Municipal
25 Water District, as follows:

- 26 1. All the recitals in this resolution are true and correct and the Casitas MWD
27 so finds, determines and represents.
- 28 2. The [CLERK] of the Casitas MWD is hereby authorized and directed to
29 attest the signature of the authorized signatory, and to affix and attest the
30 seal of the Casitas MWD, as may be required or appropriate in
connection with the execution and delivery of the JPA Agreement.
3. This resolution shall take effect immediately upon passage and adoption.

WE, THE UNDERSIGNED, do hereby certify that the above and foregoing
Resolution No. _____ was duly adopted and passed by the Board of Directors of the
Casitas Municipal Water District at a regularly scheduled meeting held on the 23rd day
of November, 2016, by the following vote:

AYES:
NOES:
ABSENT:

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Pete Kaiser, President
Casitas Municipal Water District

ATTEST:

Rebekah Vieira, Clerk of the Board

ATTACHMENT 1

**JOINT EXERCISE OF POWERS AGREEMENT CREATING THE UPPER VENTURA RIVER
GROUNDWATER AGENCY**

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BOARD OF DIRECTORS

CASITAS MUNICIPAL WATER DISTRICT

RESOLUTION NO. [REDACTED] - [REDACTED]

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CASITAS MUNICIPAL WATER DISTRICT
APPOINTING DIRECTOR AND ALTERNATE DIRECTOR TO THE BOARD OF DIRECTORS OF THE
UPPER VENTURA RIVER GROUNDWATER AGENCY JOINT POWERS**

WHEREAS, the Casitas Municipal Water District, the City of San Buenaventura, the County of Ventura, the Meiners Oaks Water District, and the Ventura River Water District ("Member Agency" or "Member Agencies") have entered into a joint exercise of powers agreement ("JPA Agreement") creating the Upper Ventura River Groundwater Agency ("UVR Groundwater Agency"); and

WHEREAS, the JPA Agreement requires the governing board of each Member Agency to appoint a Director to the UVR Groundwater Agency Board of Directors ("UVR Groundwater Agency Board") as well as an Alternate Director to represent the Casitas' interests in the absence of the Director; and

WHEREAS, in order to be eligible for appointment as a Director or Alternate Director, an individual shall be either a member of the Casitas' staff or of the Board of Directors and shall cease to be a Director or Alternate Director when no longer a member of the Casitas staff or of the Board of Directors; and

WHEREAS, the Director and Alternate Director shall serve for an initial period of two or three years, as will be determined by resolution at the first regular meeting of the UVR Groundwater Agency Board; and

THEREFORE, BE IT RESOLVED by the Board of Directors of the Casitas Municipal Water District, as follows:

1. All the recitals in this resolution are true and correct and the Casitas so finds, determines and represents.
2. The Board of Directors hereby appoints [NAME] as the Director and appoints [NAME] as the Alternate Director to represent the Casitas on the UVR Groundwater Agency Board.
3. The individuals appointed as the Director and Alternate Director are both a member of the Casitas staff or of the Board of Directors, as required by the JPA Agreement.
4. The Board of Directors hereby confirms that the Director and Alternate Director appointed pursuant to this resolution are authorized to represent the Casitas's interests with respect to all matters that come before the UVR Groundwater Agency Board.
5. This resolution shall take effect immediately upon passage and adoption.

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WE, THE UNDERSIGNED, do hereby certify that the above and foregoing Resolution No. [REDACTED] was duly adopted and passed by the Board of Directors of the Casitas Municipal Water District at a regularly scheduled meeting held on the 23rd day of November, 2016, by the following vote:

AYES:
NOES:
ABSENT:

Pete Kaiser, President
Board of Directors
Casitas Municipal Water District

ATTEST:

[NAME], [CLERK]

CASITAS MUNICIPAL WATER DISTRICT
Inter-Office Memorandum

DATE: November 23, 2016

TO: Board of Directors

CC: Steve Wickstrum, General Manager

FROM: Ron Merckling, Public Affairs/Resource Manager

RE: Participation in City of Ventura Turf Removal Grant

RECOMMENDATION:

Staff recommends Board of Directors approve and MOU agreement with the City of San Buenaventura providing grant funding to participate in the Convert Your Turf Incentive Program. The State has now approved funding for the program as a Proposition 84 grant with the City of San Buenaventura acting as the lead agency. Casitas would receive \$82,000 back as part of the grant reimbursement for a program with expenditures up to \$102,000. The total matching dollar costs for the program to Casitas would be \$20,000. The Board previously approved Casitas participation in applying for grant funds for this program as a sub-grantee with the City on April 23, 2016. The City is requesting that 50% of the total project cost be provided upfront, that is \$51,000.

BACKGROUND AND DISCUSSION:

The City of San Buenaventura submitted a proposal for a regional Convert Your Turf Incentive Program that has now been approved by the State. Partners include the cities of Santa Paula and Casitas Municipal Water District. It will be a rebate program designed to provide an incentive for outdoor water savings by encouraging the replacement of turf with low water use alternatives. Residents and commercial customers would be able to apply for rebates by contacting a consultant hired to administer the program through a website or by phone.

Rebates would pay \$2 per square foot for turf replacement with a minimum of 400 square feet. The program could provide up to 40,000 square-feet of turf removal. This would result in an estimated total water savings of up to around 40 acre-feet over a ten year period. At a \$20,000 cost to Casitas, the program would result in about a \$500 an acre-foot cost to Casitas for every acre-foot saved. The ten year lifetime assumption comes from a study sponsored by the California Urban Water Conservation.

This would be an incentive program to encourage new turf removal so there would be no retroactive applications accepted.

Grant Budget Table

Casitas Grant Match	Grant Reimbursement	Total Program Cost
\$20,000	\$82,000	\$102,000

The program would be a nice addition to the suite of conservation efforts Casitas is currently administering and working to implement. It should help to reduce residential usage by assisting Casitas in meeting overall urban usage reduction goals.

RESOLUTION NO.

A RESOLUTION OF THE CASITAS MUNICIPAL WATER DISTRICT, FINDING THAT THE REGIONAL LANDSCAPE INCENTIVE PROGRAM AS DESCRIBED HEREIN IS EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) TO ACT AS A SUB-GRANTEE TO THE LEAD REGIONAL AGENCY THE CITY OF SAN BUENAVENTURA, CALIFORNIA, AND AUTHORIZING THE GENERAL MANAGER, OR DESIGNEE, TO APPLY FOR, RECEIVE, AND ENTER INTO A COOPERATIVE AGREEMENT, TO ADMINISTER A SUB-GRANT AGREEMENT TO RUN THE PROGRAM FOR CASITAS MUNICIPAL WATER DISTRICT CUSTOMERS

WHEREAS, In 2006, the Ventura County Board of Supervisors and the City Council of the City of San Buenaventura, along with other members of the Watersheds Coalition of Ventura County (WCVC), adopted the first WCVC Integrated Regional Water Management (IRWM) Plan per the requirements of Proposition 50, the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 (Water Code Section 79500, et seq.); and,

WHEREAS, In November of 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.) that included funding for projects that were part of an Integrated Regional Water Management (IRWM) Plan; and,

WHEREAS, Proposition 84 included new IRWM Plan Standards that necessitated updating the 2006 WCVC IRWM Plan to be eligible to receive IRWM implementation grant funds; and,

WHEREAS, The 2014 WCVC IRWM Plan was developed through a comprehensive stakeholder process and provides for ongoing data gathering, planning, design, implementation, and evaluation through a long-term, dynamic, community- based process; and,

WHEREAS, The widespread adoption of the 2014 WCVC IRWM Plan ensures multi-agency participation and future water management planning efforts in the Region; and,

WHEREAS, On July 9, 2014, the Casitas Municipal Water District adopted the updated 2014 WCVC IRWM Plan; and,

WHEREAS, Casitas Municipal Water District staff has begun the process of applying for a Proposition 84 Grant In partnership with the Watersheds Coalition of Ventura County; and,

WHEREAS, A regional Landscape Incentive Program shall be referred to as the Water Wise Incentive Program or alternatively, the Water Wise Convert 'n' Save Program with the goals and objectives to reduce outdoor water use by providing rebates to customers to remove water-Intensive grass lawns and Install low water-use/drought tolerant plants, efficient irrigation systems, and related Improvements to help Individual properties; and,

WHEREAS, the City of San Buenaventura is awarded Proposition 84 Grant funding for the implementation of a regional Landscape Incentive Program, and will act as Lead Agency for the administration of the grant and for California Environmental Quality Act "CEQA" compliance; and,

WHEREAS, Casitas Municipal Water District, acting as a subgrantee with the City of San Buenaventura is responsible to administer its portion of the grant and California Environmental Quality Act "CEQA" compliance; and,

BE IT RESOLVED by the Board of Directors for the Casitas Municipal Water District that:

SECTION 1: The Regional Landscape Incentive Program, currently known as the Water Wise Incentive Program, as described herein is found exempt from the requirements of CEQA pursuant to Section 15304(c); Minor Alterations to Land, New gardening or landscaping; including the replacement of existing conventional landscaping with water efficient or fire resistant landscaping as identified in the attached Notice of Exemption (Attachment "A" hereto). If the Water Wise Incentive Program Is expanded in the future for different types of physical improvement techniques, additional CEQA evaluation and determination will be conducted.

SECTION 2: The General Manager of Casitas Municipal Water District, or designee on behalf of the General Manager, is hereby authorized and directed to apply for, receive grant funds, enter into a cooperative agreement, and administer the sub-grant agreement with the City of San Buenaventura for funds received from the Department of Water Resources Proposition 84 Grant Program (Grant) for the Water Wise Incentive Program for a Project Cost not to exceed \$102,000 for the purpose of implementing the Casitas Municipal Water District's share of the grant water conservation program. This amount includes \$82,000 in grant funds from the State and \$20,000 in matching funds. The city of San Buenaventura will act as the Lead Agency in the implementation of the Grant and for purposes of CEQA compliance.

SECTION 3: General Manager, or their designee, is hereby authorized as agent of the Casitas Municipal Water District to conduct all negotiations and execute and submit all documents, Including, but not limited to, a sub-grant contract and any amendments or change orders, and to meet established deadlines for entering into a cooperative agreement. The cooperative agreement, to be executed by the General Manager will commit Casitas Municipal Water District to the above mentioned matching funds not-to-exceed \$20,000.

SECTION 4: This Resolution will take effect immediately upon adoption.

PASSED AND ADOPTED this ___ day of

November 2016

ATTACHMENT: Notice of Exemption

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
COUNTY OF VENTURA
AGREEMENT NUMBER 4600011514
2015 PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANT
CALIFORNIA PUBLIC RESOURCES CODE § 75026 ET SEQ.**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the County of Ventura, a public agency in the 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 funding 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 IRWM region Plan pursuant to Chapter 8 (commencing with §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 October 1, 2020, 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.
3. GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed 12,296,380.00.
4. GRANTEE COST SHARE. Grantee agrees to fund the difference between the Total Project Cost and the Grant Amount (amount specified in Paragraph 3). Grantee Cost Share consists of Funding Match and Additional Cost Share, as documented in Exhibit B (Budget). Additional Cost Share will not be reviewed by the State for invoicing purposes; however, the Grantee is required to maintain all financial records associated with the project in accordance with Exhibit I (State Audit Document Requirements and Funding Match Guidelines for Grantees).
5. FUNDING MATCH. Grantee is required to provide a Funding Match (non-State funds) of not less than 25 percent of the Grand Total of all the total project costs unless a Disadvantaged Community project waiver is granted. Grantee agrees to provide a Funding Match for the amount as documented in Exhibit B (Budget), and may include expenses directly related to Exhibit A (Work Plan) after January 1, 2011.
6. GRANTEE'S RESPONSIBILITY. Grantee and its representatives shall:
 - a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Budget) and Exhibit C (Schedule).
 - b) Accept and agree 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.
 - c) Comply with all applicable California laws and regulations.
 - d) Implement the Projects in accordance with applicable provisions of the law.
 - e) Fulfill its obligations under the Grant Agreement, and be responsible for the performance of the projects.
7. 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 2015 IRWM Implementation Grant Proposal grant application grant 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.
8. BASIC CONDITIONS. State shall have no obligation to disburse money for projects under this Grant Agreement until Grantee has satisfied the following conditions (if applicable):

- a) Grantee and Local Project Sponsors demonstrate the availability of sufficient funds to complete each project by submitting the most recent 3 years of audited financial statements and submitting an Audited Financial Statement Summary for each Local Project Sponsor.
- b) Grantee must demonstrate compliance with the groundwater compliance options set forth on pages 14 and 15 of the IRWM Program Guidelines, dated May 2015.
- c) Grantee submits deliverables as specified in Paragraph 19 of this Grant Agreement and in Exhibit A.
- d) Prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State for each project:
 - 1) Final plans and specifications certified by a California Registered Professional (Civil Engineer or Geologist, as appropriate) for the approved projects as listed in Exhibit A of this Grant Agreement.
 - 2) Environmental Documentation:
 - i) Grantee submits to the State all applicable environmental permits,
 - 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 documents 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 (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the projects 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, and mitigation monitoring programs as may be required prior to beginning construction/implementation.

- 3) A monitoring plan as required by Paragraph 21, "Project Monitoring Plan Requirements."
9. DISBURSEMENT OF FUNDS. 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.
10. ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. 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. Reasonable administrative expenses may be included as Total Project Costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, and implementation. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the projects including the portion of overhead and administrative expenses that are directly related to the projects included in this Grant Agreement in accordance with the standard accounting practices of the Grantee. Work performed on the projects after January 17, 2014, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement with State funds cannot be counted as Funding Match. Costs that are not eligible for reimbursement include, but are not limited to the following items:

- 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 that is 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 (per diem includes subsistence and other related costs).
- i) Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
- 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.
- 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.

11. METHOD OF PAYMENT.

- a) **Reimbursement** – Submit a copy of invoice for costs incurred and supporting documentation to the DWR Project Manager via Grant Review and Tracking System (GRanTS). Additionally, the original invoice form with signature and date (in ink) of Grantee's Project Representative, as indicated on page 10 of this Grant Agreement, must be sent to the DWR Project Manager for approval. Invoices submitted via GRanTS shall include the following information:
 - 1) Costs incurred for work performed in implementing the project(s) during the period identified in the particular invoice.
 - 2) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the project(s) during the period identified in the particular invoice for the implementation of a project.
 - 3) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - i) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii) Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. 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).
 - iii) Sufficient evidence (e.g. receipts, copies of checks, time sheets) as determined by the State must be provided for all costs included in the invoice. Additional Cost Share shall be accounted for separately in the progress reports.
 - iv) DWR Project Manager will notify Grantee, in a timely manner, when, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or are not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). After the disbursement requirements in Paragraph 8 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via U.S. mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share, and timely Quarterly Progress Reports as required by Paragraph 19 "Submission of Reports." Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number.
- b) **Advanced Payment** – Water Code § 10551 authorizes advance payment by State for projects which are sponsored by a nonprofit organization; a disadvantaged community (DAC); or, the proponent of a project that benefits a DAC. If these projects are awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of 50% of the grant award; the remaining 50% of the grant award will be reimbursed in arrears. Within 90 calendar days of execution of the Grant Agreement, the Grantee shall provide DWR an Advanced Payment Request. The Advanced Payment Request must contain the following:
 - 1) Documentation demonstrating that each Local Project Sponsor was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.

- 2) If the Local Project Sponsor is requesting the advanced payment, the request must also include:
 - i) A funding plan which shows how the advanced funds will be expended within 18 months of this Grant Agreement's execution. (i.e., for what, how much, and when)
 - ii) A discussion of the Local Project Sponsor's financial capacity to complete the project once the advance funds have been expended.
- 3) If an Local Project Sponsor is requesting advanced payment, Grantee shall also submit a single Advance Payment invoice, containing the request for each qualified project, to the DWR Project Manager with signature and date (in ink) of Grantee's Project Representative, as indicated on page 10 of this Agreement. The Grantee shall be responsible for the timely distribution of the advanced funds to the individual Local Project Sponsors. Within 60 calendar days of receiving the Advanced Payment invoice and subject to the availability of funds, State will authorize payment of the advanced funds sought of 50% of the grant award for the qualified project(s).

The Advance Payment Invoice shall be submitted on forms provided by State and shall meet the following format requirements:

- 1) Invoice must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
- 2) Invoice must be itemized based on the categories (i.e., tasks) specified in Exhibit B.
- 3) DWR Project Manager will notify Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). After the disbursement requirements in Paragraph 8 "Basic Conditions" (8a) and 8b) only) are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via US mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share, and timely Progress Reports as required by Paragraph 19 "Submission of Reports."

On a quarterly basis, the Grantee will submit an Accountability Report to DWR that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:

- 1) An itemization of how advanced funds have been expended to date (Expenditure Summary), including documentation that supports the expenditures (e.g. contractor invoices, receipts, personnel hours, etc.). Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B.
- 2) A funding plan which shows how the remaining advanced funds will be expended.
- 3) Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.

DWR Project Manager will notify Grantee, in a timely manner, when, upon review of the Expenditure Summary, the State determines that any portion or portions of the expenditures claimed are not eligible costs. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit B, the State will reject the claim and remove them from the Expenditure Summary.

Once Grantee has expended all advanced funds, then the method of payment will revert to the reimbursement process specified in Paragraph 11a) and any remaining requirements of Paragraph 8.

12. REPAYMENT OF ADVANCES. State may demand repayment from Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by State and take any other action that it deems necessary to protect its interests for the following conditions:
 - a) A project is not being implemented in accordance with the provisions of this Grant Agreement.
 - b) 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.

Repayment amounts may also include:

- c) Advance funds which have not been expended within 18 months of the Grant Agreement's execution by the Local Project Sponsor.
- d) Actual costs incurred are not consistent with the Exhibit A (Work Plan) activities, not supported, or are ineligible.
- e) At the completion of the project, the funds have not been expended.

For conditions 12c) and 12d), repayment may consist of deducting the amount from future reimbursement invoices.

State may consider Grantee's refusal to repay the requested advanced amount a substantial breach of this Grant Agreement subject to the default provisions in Paragraph 14, "Default Provisions." If State notifies Grantee of its decision to demand repayment or withhold the entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

13. WITHHOLDING OF DISBURSEMENTS 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 State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and State notifies Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 14, the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by State. State may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 14, "Default Provisions." If State notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

14. DEFAULT PROVISIONS. Grantee (and a Local Project Sponsor receiving grant funding through this Grant Agreement) will be in default under this Grant Agreement if any of the following occur:
- a) Substantial breaches 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 or the application filed to obtain this Grant Agreement.
 - c) Failure to maintain an adopted IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with §10530.
 - d) Failure to operate or maintain project(s) in accordance with this Grant Agreement (Paragraph 20).
 - e) Failure to make any remittance required by this Grant Agreement.
 - f) Failure to comply with Labor Compliance Program requirements (Paragraph 18).
 - g) Failure to submit timely progress reports.
 - h) Failure to routinely invoice State.
 - i) Failure to meet any of the requirements set forth in Paragraph 15, "Continuing Eligibility."

Should an event of default occur, State shall provide a notice of default to the Grantee and shall give Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, State may do any of the following:

- a) Declare the funding be immediately repaid, with interest, at the California general obligation bond interest rate at the time the State notifies the Grantee of the default.
- b) Terminate any obligation to make future payments to Grantee.

- c) Terminate the Grant Agreement.
- d) Take any other action that it deems necessary to protect its interests.

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.

15. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:

- a) An urban water supplier that receives grant funds governed by this Grant Agreement shall:
 - 1) Maintain compliance with the Urban Water Management Planning (UWMP) Act (Water Code §10610 *et. seq.*) and Sustainable Water Use and Demand Reduction, Part 2.55 of Division 6 (Water Code §10608 *et. Seq.*). Urban water suppliers that submitted AB 1420 compliance Table 2 in the 2015 Implementation Grant Application must submit, until June 30, 2016, either:
 - i) List of tasks to implement the best management practices listed in AB 1420 compliance Table 2 and a corresponding schedule and budget or;
 - ii) The progress toward the 2015 interim Gallons per Capita per Day (GPCD) target. If not meeting the interim target also include a schedule, financing plan, and budget for achieving the GPCD, as required pursuant to Water Code §10608.24.

By July 1, 2016 all urban water suppliers must submit documentation that demonstrates they are meeting the 2015 interim GPCD target. If not meeting the interim target, also include a schedule, financing plan, and budget for achieving the GPCD, as required pursuant to Water Code §10608.24. Starting June 30, 2017, those urban water suppliers that did not meet their 2015 GPCD target must also submit, by June 30, annual reports that include a schedule, financing plan, and budget for achieving the GPCD (Water Code §10608.24).

- 2) Have their 2010 UWMP deemed consistent by DWR. The 2015 UWMP update must be submitted to DWR by July 1, 2016. If the 2015 UWMP is not submitted to DWR by July 1, 2016, funding disbursements to the urban water supplier will cease until the 2015 UWMP is submitted. If the 2015 UWMP is deemed inconsistent by DWR, the urban water supplier will be ineligible to receive funding disbursements until the inconsistencies are addressed and DWR deems the UWMP consistent. For more information, visit the following website: <http://www.water.ca.gov/urbanwatermanagement>.
- b) An agricultural water supplier receiving grant funding must:
 - 1) Comply with Sustainable Water Use and Demand Reduction requirements outlined in Part 2.55 (commencing with §10608) of Division 6 of the Water Code. Before July 1, 2016, submit a schedule, financing plan, and budget for implementation of the efficient water management practices, required pursuant to Water Code §10608.48.
 - 2) Have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. The most recent AWMP update must have been submitted to DWR by December 31, 2015. To maintain eligibility and continue funding disbursements, an agricultural water supply must have their 2015 AWMP deemed consistent by DWR on or before October 1, 2016. For more information, visit the following website: <http://www.water.ca.gov/wateruseefficiency/agricultural/agmgmt.cfm>.
- c) Grantees diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.
- d) Projects with potential groundwater impacts must demonstrate compliance with the groundwater compliance options set forth on pages 14 and 15 of the IRWM Program Guidelines, dated May 2015.
- e) Project Proponents that have been designated as monitoring entities under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program must maintain reporting compliance, as required by Water Code §10920 and the CASGEM Program.

16. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Projects. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to State.
17. RELATIONSHIP OF PARTIES. Grantee is solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.
18. LABOR COMPLIANCE. Grantee agrees to comply with all applicable California Labor Code requirements and Standard Condition D.28 in Exhibit D. Grantee must, independently or through a third party, adopt and enforce a Department of Industrial Relations-certified Labor Compliance Program (LCP) meeting the requirements of Labor Code §1771.5 for projects funded by:
- Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006; Public Resources Code §75075 *et seq.*) or
 - Any other funding source requiring an LCP.

At the State's request, Grantee must promptly submit written evidence of Grantee's compliance with the LCP requirements.

19. 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. 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 G. 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 is a requirement for the release of any funds retained for such projects.
- Progress Reports: Grantee shall submit progress reports on a regular and consistent basis to meet the State's requirement for disbursement of funds. The reporting period shall not exceed one quarter in length. The progress reports shall be sent via e-mail to the State's Project Manager and shall be uploaded into GRanTS at the frequency specified in Exhibit C (Schedule). The progress reports shall provide a brief description of the work performed during the reporting period including: Grantee's activities, milestones achieved, any accomplishments, and any problems encountered in the performance of the work under this Agreement.
 - Accountability Report: Grantee shall submit, on a quarterly basis, an Accountability Report by individual Local Project Sponsor that at a minimum:
 - An itemization of how advanced funds have been expended to date (Expenditure Summary), including documentation that supports the expenditures (e.g. contractor invoices, receipts, personnel hours, etc.). Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B.
 - A funding plan which shows how the remaining advanced funds will be expended.
 - Provides an accounting of distributing the advanced funds to the appropriate Local Project Sponsor.
 - Documents that the funds were spent on eligible reimbursable costs.
 - Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 - Water Management Status Report: Until June 30, 2016, Grantees shall submit status reports on implementation of either AB 1420 status or SBx7-7 water conservation status for the urban water suppliers that submitted an AB 1420 compliance Table 2 in the 2015 Implementation Grant Application. AB 1420

status reports shall be uploaded into GRanTS no later than 30 calendar days after execution of this agreement. SBx7-7 GPCD status reports shall be uploaded via GRanTS no later than June 30, 2016. By July 1, 2016 all urban water suppliers must submit an UWMP that demonstrates they are meeting the 2015 interim SBx7-7 GPCD target. If the urban water supplier is not meeting the interim target, then the urban water suppliers must also submit with its UWMP, a schedule, financing plan, and budget for achieving the GPCD (Water Code §10608.24). Starting June 30, 2017, those urban water suppliers that did not meet their 2015 GPCD target must also submit, by June 30, annual reports that include a schedule, financing plan, and budget for achieving the GPCD (Water Code §10608.24). Failure to progress on implementation may result in continuing grant eligibility actions under Paragraph 15. Before July 1, 2016, all agricultural water suppliers must submit a schedule, financing plan, and budget for implementation of the efficient water management practices, required pursuant to Water Code §10608.48 to comply with Sustainable Water Use and Demand Reduction requirements outlined in Part 2.55 (commencing with §10608) of Division 6 of the Water Code.

- d) Project Completion Report: 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 projects completion. Project Completion Report(s) shall include, in part, a description of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, 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 California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Standard Condition D.19 in Exhibit D. A DWR "Certification of Project Completion" form will be provided by the State.
- e) 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 this 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.
- f) Post-Performance Reports: Grantee shall submit Post-Performance Reports. Post-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 annually for a total of 10 years after the completed project(s) begins operation.

20. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of each project, and shall ensure or cause each project 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 State shall not be liable for any cost of such maintenance, management, or operation. Grantee or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. 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 14, "Default Provisions."

21. PROJECT MONITORING PLAN REQUIREMENTS. Grantee shall develop and submit to State a Project Monitoring Plan that incorporates: (1) the Project Performance Monitoring Table requirements outlined in the Proposition 84 2015 IRWM Implementation Grant Proposal Solicitation Package (pages 20 and 21), and (2) the guidance provided in Exhibit J, "Project Monitoring Plan Guidance."
22. 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 §10780) of Division 6 of California Water Code) 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. See Exhibit H (Requirements for Statewide Monitoring and Data Submittal), for web links and information regarding other State monitoring and data reporting requirements.
23. NOTIFICATION OF STATE. 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 projects 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 work plan, schedule or term, and budget.
 - 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 14 calendar days prior to the event.
 - c) Final inspection of the completed work on a project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), in accordance with Standard Condition D.19 in Exhibit D. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the 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:
- a) By delivery in person.
 - b) By certified U.S. mail, return receipt requested, postage prepaid.
 - c) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - d) 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 addresses set forth in Paragraph 26. 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 Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources
Arthur Hinojosa
Chief, Division of IRWM
P.O. Box 942836
Sacramento CA 94236-0001
Phone: (916) 653-4736
e-mail: Arthur.Hinojosa@water.ca.gov

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

Direct all inquiries to the Project Manager:

Department of Water Resources
Abiodun (Abi) Aderonmu
Division of Integrated Regional Water Management
770 Fairmont Avenue
Glendale, CA 91203
Phone: (818) 549-2327
e-mail: Abiodun.Aderonmu@water.ca.gov

County of Ventura
Sue Hughes
Deputy Executive Officer, CEO Governmental
Affairs
800 South Victoria Avenue
Ventura, CA 93009
Phone: (805) 654-3836
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 – Budget
- Exhibit C – Schedule
- Exhibit D – Standard Conditions
- Exhibit E – Authorizing Resolution
- Exhibit F – Local Project Sponsors
- Exhibit G – Report Formats and Requirements
- Exhibit H – Requirements for Statewide Monitoring and Data Submittal
- Exhibit I – State Audit Document Requirements and Funding Match Guidelines for Grantees
- Exhibit J – Project Monitoring Plan Guidance

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

County of Ventura

Arthur Hinojosa, P.E., Chief
Division of Integrated Regional Water Management

Sue Hughes
Deputy Executive Officer, CEO Governmental Affairs

Date_____

Date_____

Approved as to Legal Form and Sufficiency

Robin Brewer, Assistant Chief Counsel
Office of Chief Counsel

Date_____

**EXHIBIT A
WORK PLAN**

The Proposition 84 2015 IRWM Implementation Grant agreement provides funding for six projects located within the Watersheds Coalition of Ventura County region.

PROJECT 1: GRANT AGREEMENT ADMINISTRATION

IMPLEMENTING AGENCY: County of Ventura

PROJECT DESCRIPTION: The Regional Water Management Group, authorized County of Ventura (Grantee) to act as the applicant and the grant manager for the Proposition 84 2015 IRWM Implementation Grant.

The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. This office will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

Budget Category (a): Direct Project Administration

Task 1 Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this agreement.

Task 2 Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the project proponents and compiling the information into a DWR Invoice Packet.

Task 3 Progress Reports and Project Completion Report(s)

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with project proponent staff to retain consultants as needed to prepare and submit, Progress Reports and Final Project Completion Reports for each project, as well as the Grant Completion Reports.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit G of this agreement. For example, Progress Reports will explain the status of the project and will include the following information: summary of the work completed for the project during the reporting period; activities and milestones achieved; and accomplishments and any problems encountered in the performance of work. Project Completion Reports will include: documentation of actual work done, changes and amendments to each project, a final schedule showing actual progress versus planned progress, and copies of final documents and reports generated during the project.

Deliverables:

- Invoices and associated backup documentation
- Progress Reports
- Draft and Final Project Completion Report
- Draft and Final Grant Completion Report

PROJECT 2: Water Wise Incentive Program

IMPLEMENTING AGENCY: City of San Buenaventura (Ventura Water)

PROJECT DESCRIPTION: The project will provide outdoor water use efficiency incentives in form of rebates for turf removal, weather-based irrigation controllers, high-efficiency nozzles, and rainwater harvesting and reuse to customers of Ventura Water, the City of Santa Paula, and Casitas Municipal Water District who are outside of, and cannot participate in the popular Metropolitan Water District of Southern California rebate program. The project will result in reduced irrigation water use, water demand offset, creation of a new rainwater supply for homeowner use, and produce an estimated 2,350 acre-feet in water savings over ten years.

Budget Category (a): Direct Project Administration

Task 1 Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Financial Statements
- MOUs with City of Santa Paula and Casitas Municipal Water District
- Invoices
- Other Applicable Project Deliverables

Task 2 Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverables:

- None. The project does not involve any “public works” construction elements that would require the payment of prevailing wages or enforcement of a Labor Compliance Program.

Task 3 Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to the Grantee for review and inclusion in a progress report to be submitted to DWR.

Prepare Draft Project Completion Report and submit to DWR via the Grantee for DWR Project Manager’s comment and review no later than 90 days after project completion. Prepare Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provisions of Exhibit G.

Deliverables:

- Project Progress Reports
- Draft and Final Project Completion Report

Budget Category (b): Land Purchase/Easement

Task 4 Land Purchase/Easement

No land purchases or easements are required to implement this project.

Deliverables:

- Not applicable

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

Task 5 Feasibility Studies

In 2013, the UC Santa Barbara Bren School of Environmental Science and Management conducted a study on “Sustainable Water Use in the Ventura River Watershed” and identified implementation of water conservation measures as one of the most cost-effective water management actions for the Watershed. The Water Wise Incentive Program scope was created based on the results of the study.

Deliverables:

- Sustainable Water Use in the Ventura River Watershed, UC Santa Barbara Bren School Study

Task 6 CEQA Documentation

The City of Ventura prepared and filed a Notice of Exemption with the County of Ventura on July 2, 2015 for the regional project, which includes the service areas for the Casitas Municipal Water District and the City of Santa Paula. Prepare a letter stating no legal challenges.

Deliverables:

- Environmental Information Form (EIF)
- Copy of Notice of Exemption and resolution
- Copy of Receipt of Filing from County of Ventura
- No Legal Challenges letter

Task 7 Permitting

No permits will be required to implement this project

Deliverables:

- Not Applicable

Task 8 Design

Worked with the public via the Water Shortage Task Force to complete a Water Efficiency Incentive Plan that identified the financial, staffing, and external resources needed to implement and manage a successful water conservation program. The Water Wise Incentive Program incorporates the conservation measures recommended in the Plan.

Ventura Water, in collaboration with the existing third-party administrator completed design details for the incentives currently provided within the Ventura Water service area, including:

- Incentive Program Terms and Conditions
- Funding limits for turf removal
- Application process and reimbursement methods for incentives
- Methods of customer outreach and program marketing

Modify details of design as necessary to capture the broader scale of the Program and expand it to serve the City of Santa Paula and Casitas Municipal Water District.

Deliverables:

- Water Efficiency Incentive Plan
- Incentive Program Terms and Conditions
- Marketing materials

Task 9 Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan (as described in Exhibit J) will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 10 Construction Contracting

Release a Request For Proposal (RFP) and select a third-party administrator to administer the Program within service area. Revise contract agreement with the third-party administrator as needed to expand project activities or add service areas.

Manage and oversee program elements, including: management of the rebate website and customer portal; verification of installations; dispersal of rebates; and providing performance data to the software program consultant, Droplet Technologies. Droplet Technologies software will be used to manage the raw participation data generated by the third-party administrator to analyze performance and evaluate water use efficiency. Information from this program will assist Ventura Water and sub-agencies with monitoring project performance.

Deliverables:

- Third-Party Administrator Agreement

Task 11 Implementation Activities

Manage the Incentive Program, including monitoring rebate compliance and completion, and identify and coordinate with local vendors to supply irrigation devices and landscape materials that qualify under the Program's terms and conditions.

Revise existing Ventura Water agreements with local retailers for rain capture system rebates as necessary, to capture new rebates specific to this project as well as to expand the geographic extent of agreements.

Incentive Program administration will include, but is not limited to the following activities:

- Customer Outreach and Program Marketing via participating agency websites and mailers. Receiving customer applications for program participation.
- GIS Site Surveys for turf removal and devices. The third-party administrators will conduct pre-project surveys using GIS, photos, and information provided by customer(s) and track project status by utilizing Droplet Technologies Turf Replacement Portal. Only projects that cannot be verified using this approach will require a

pre-project onsite visit/evaluation. Verification of turf removal will include pre- and post- project photo documentation.

- Rebate Distribution. Upon verification of the purchase of materials/devices and turf replacement, the customer will be reimbursed. Will utilize Droplet Technologies Turf Replacement Portal to track status, rebate processing, and completion of eligible rebate activities. High efficiency sprinkler nozzles will be distributed via an existing program, www.freesprinklers.com, Customers log into the site, apply for their voucher and take the voucher to a participating retailer to obtain their nozzles. Alternatively, customers may also have the option of using participating retailers to receive an immediate 50% discount (rebate) for rain capture devices or purchase elsewhere and submit receipts for 50% reimbursement per device up to the maximum rebate.
- Offering incentives for installing high-efficiency sprinkler nozzles, smart controllers and rain capture materials and devices, and other water-saving devices to maximize outdoor water savings
- Offering incentives for removing high-water-use grass and replacing it with low-water-use landscapes
- Provide regular reports to Ventura Water, City of Santa Paula and Casitas Municipal Water District, outlining ongoing implementation activities at least quarterly. Upon project completion the third-party administrators will provide a final report on implementation.

Issue Incentive Program rebates. All rebates offered by the Incentive Program will be for products that have been approved by the EPA Watersense program (<http://www.epa.gov/watersense/>). The following estimated quantity of rebates will be provided under the Incentive Program:

- a) Turf Removal:
 - i. Remove up to \$2/ft² of turf for a total of 1,050,000 square feet in rebates for qualifying customers.
- b) Outdoor Device Incentives:
 - i. Provide in rebates:
 - 500 smart controller/moisture sensors
 - 250 rain capture materials and devices
 - 25,000 nozzles. Up to 25 free sprinkler nozzle replacement vouchers may be issued per customer via participating agency websites and the third-party administrator. Customers will take the vouchers to retailers for redemption. Final methods will be determined upon completion of design.
 - ii. Reimburse Local participating retailers for sale of discounted smart controllers, moisture sensors, low-flow sprinkler nozzles, and rain capture materials and devices.

The actual number of rebates provided by type is subject to change due to customer interest.

Deliverables:

- Third-Party Administrator Final Report
- Customer Participation Data
- Data developed as part of the PPMP will be provided to the WVCV Web Portal data management system, to DWR, and uploaded to the CEDEN database.

PROJECT 3: Camrosa Recycled Water Pipeline

IMPLEMENTING AGENCY: Camrosa Water District

PROJECT DESCRIPTION: Construct approximately 3,000 feet of 16-inch recycled water pipeline to connect Camrosa Water District (Camrosa) to the City of Camarillo Sanitary District's effluent diversion pipeline for the purposes of receiving at least 500 AFY of tertiary-treated Title-22 recycled water and thereby allow Camrosa to deliver 500 AFY recycled water to customers, specifically Pleasant Valley County Water District (PVCWD) for agricultural uses. Recycled water deliveries to PVCWD will enable reduced pumping from the southern portion of the Pleasant Valley Basin which is considered overstressed and is vulnerable to seawater intrusion.

Budget Category (a): Direct Project Administration

Task 1 Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Financial Statements
- Invoices
- Other Applicable Project Deliverables

Task 2 Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Retain a third- party labor compliance consultant who is certified and approved by the Department of Industrial Relations (DIR) and familiar with the requirements of the California Labor Code. Construction of the Pipeline is expected to be conducted by a contractor with a Class A construction license who is familiar and regularly complies with California's prevailing wage requirements. Camrosa's standard bidding practices encourage contractors to assist in locating, qualifying, hiring, and increasing the skills of minority groups.

Deliverables:

- Proof of labor compliance upon request

Task 3 Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to the Grantee for review and inclusion in a progress report to be submitted to DWR.

Prepare Draft Project Completion Report and submit to DWR via the Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

- Project Progress Reports
- Draft and Final Project Completion Report

Budget Category (b): Land Purchase/Easement

Task 4 Land Purchase/Easement

Easements will be required across approximately 3,000 feet of agricultural land spanning three privately owned parcels. Camrosa has good working relationships with all three landowners and have existing easements for other pipelines across their properties. They have been contacted and are open to working with Camrosa to expand existing easements or to execute additional easements depending on the final pipeline alignment. Land easement activities will begin upon completion of preliminary design in which the pipeline alignment will be defined.

Deliverables:

- All relevant documentation regarding property ownership transfer or acquisition of easement including final recorded deed, title report, etc.

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

Task 5 Feasibility Studies

Project feasibility studies were completed as part of the project development process. The Project was initially evaluated as part of Camrosa's Draft Integrated Facilities Master Plan, which was last updated in September 2011. Furthermore, design plans of the CamSan/Camrosa Recycled Water Interconnection (currently under construction under Proposition 84, Round 1) included a potential turnout. These design plans have served to inform development of the proposed Recycled Water Pipeline.

In addition, Camrosa has completed a Preliminary Design Report (PDR) that identifies general feasibility, alignment alternatives, pipeline sizing, and overall constructability of the project based on City of Camarillo Recycled Water Plan of May 2014.

Deliverables:

- CamSan Interconnection Pipeline PDR City of Camarillo Recycled Water Plan
- CamSan/Camrosa Recycled Water Interconnection design plans, upon request

Task 6 CEQA Documentation

Based on the scope of work and project location, prepare a Mitigated Negative Declaration. Camrosa will conduct the following major activities to complete this task:

- Per Section 15070 of California Code of Regulations, prepare a Notice of Intent to Adopt a Negative Declaration and circulate to the public, responsible agencies, trustee agencies, and the Ventura County Clerk, sufficiently prior to adoption by Camrosa's Board of Directors to allow the public and agencies the review period provided under Section 15105 (including tribal notification to the California Native Heritage Commission)
- Prepare draft Negative Declaration and release document for public review
- Receive and acknowledge comments
- Recirculate if substantially revised
- Camrosa's Board of Directors reviews and adopts the Negative Declaration
- File a Notice of Determination
- Prepare letter stating no legal challenges (or addressing legal challenges)

Based on Camrosa's prior project experience in the vicinity, no legal challenges are anticipated.

Deliverables:

- Environmental Information Form (EIF)
- Copy of Notice of Intent
- Draft and Final MND
- Copy of Notice of Determination
- No Legal Challenges letter

Task 7 Permitting

Obtain all necessary federal, state, and local permits. Permits may include:

- Encroachments permit from the Ventura County Watershed Protection District (VCWPD) for directional drilling under Calleguas Creek.
- California Department of Fish and Wildlife Streambed Alteration Agreement Exemption because the project will use a trenchless technology for waterway crossing.

Deliverables:

- VCWPD Encroachment Permit
- CDFW Letter of Exemption

Task 8 Design

Complete preliminary design and design surveys, including updating information and data in past feasibility studies. Preliminary design work will provide the overall project concept, including final pipeline alignment. Following preliminary design, develop final plans and specifications for the recycled water pipeline.

Deliverables:

- Topographic Survey
- Preliminary Design
- 100% Design and Specifications Documents

Task 9 Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan (as described in Exhibit J) will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 10 Construction Contracting

This task includes activities necessary to secure a contractor and award the contract and include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Based on the size and scope of the project, contract services including administration, construction management, and inspection will be performed in-house by qualified Camrosa staff.

Deliverables:

- Bid documents
- Proof of advertisement
- Notice of award
- Notice to proceed
- Signed contract

Task 11 Construction Administration

Manage contractor submittal review, answer requests for information, and issue work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer will document pre-construction conditions, maintain daily construction diary, prepare change orders, address questions of contractors on site, review/update project schedule, review contractor log submittals and pay requests, forecast cash flow and notify contractor if work is not acceptable.

Based on the size and scope of the project, this task, including administration, construction management, and inspection will be performed in-house by qualified Camrosa staff.

Deliverables:

- Notice of Completion

Task 12 Construction/Implementation Activities

This task involves the project construction, including mobilization, site preparation, and demobilization. Project design and construction will be in accordance with Camrosa's Non-Potable Water Specifications and Camrosa's Ordinance 40-10 - Rules and Regulations Governing the Provision of Water and Sanitary Services. In addition, recycled water facilities will follow applicable standards from the American Society for Testing and Materials (ASTM), American Public Works Association (APWA), AWWA, and the Standard Specifications for Public Works Construction (Greenbook).

Major construction activities are outlined below:

- Install approximately 3,000 linear feet of 16-inch Polyvinyl Chloride (PVC) recycled water pipeline, valves and fittings meeting American Waterworks Association (AWWA) standards.
 - Directional drilling will occur under the Calleguas Creek portion using fusible PVC or high density polyethylene pipe material
- Connect newly installed pipeline to CamSan/Camrosa Interconnection pipeline and existing non-potable water storage ponds.
- Construct outlet control structure and valves to non-potable water storage ponds.

Deliverables:

- Photographic documentation
- Engineers Certification documenting final inspection and project completion

PROJECT 4: Pleasant Valley Mutual Water Company Desalter

IMPLEMENTING AGENCY: Pleasant Valley Mutual Water Company (PVMWC)

PROJECT DESCRIPTION: Install a Reverse Osmosis (RO) desalter facility to treat PVMWC's groundwater supplies which are impaired with high levels of sulfates and total dissolved solids. The desalter will include an approximately 1,600 square foot pre-engineered building and a brine discharge pipeline. The desalter will be installed on PVMWC-owned property and will enable PVMWC to treat its full groundwater allocation to meet secondary drinking water standards without increasing imported water use.

Budget Category (a): Direct Project Administration

Task 1 Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors. PVMWC will enter into an agreement with Ventura County that lays out the responsibilities of each for grant reporting and project implementation.

Deliverables:

- Financial Statements
- Invoices
- Other Applicable Project Deliverables

Task 2 Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverables:

- Proof of labor compliance upon request

Task 3 Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to the Grantee for review and inclusion in a progress report to be submitted to DWR.

Prepare Draft Project Completion Report and submit to DWR via the Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

- Project Progress Reports
- Draft and Final Project Completion Report

Budget Category (b): Land Purchase/Easement

Task 4 Land Purchase/Easement

This task is not applicable. The desalter will be constructed on property already owned by PVMWC.

Deliverables:

- Not applicable.

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

Task 5 Feasibility Studies

Groundwater studies have been completed by the City of Camarillo for the Northern Pleasant Valley Groundwater Basin in which the PVMWC Desalter will be located. These studies have been utilized for project development and feasibility evaluation of the PVMWC Desalter. Costs related to these prior groundwater feasibility studies are not being claimed as part of the PVMWC Desalter. It is not anticipated that further studies will be required. This task is complete.

Deliverables:

- Northern Pleasant Valley Groundwater Basin Studies

Task 6 CEQA Documentation

Preparation of the Initial Study/Mitigated Negative Declaration (MND) began in April 2015 for the PVMWC Desalter. The City of Camarillo has taken on the role of lead agency. Public Review and Tribal Notification to the California Native Heritage Commission will occur, in accordance with CEQA procedures. After the public review period is complete the MND will be finalized and a Notice of Completion filed with State Clearinghouse. A letter stating no legal challenges (or addressing legal challenges) will be submitted to DWR.

Deliverables:

- Environmental Information Form (EIF)
- Draft and Final MND
- Copy of Notice of Determination
- No Legal Challenges letter

Task 7 Permitting

Obtain all necessary federal, state, and local permits. Final permitting will be determined during project design, however, it is anticipated that this task will include acquiring the following:

- Amendment to PVMWC Domestic Water Supply Permit - California Division of Drinking Water (DDW)
- Conditional Use Permit (CUP) for brine discharge pipeline - City of Camarillo
- Encroachment Permit for brine discharge pipeline - City of Camarillo
- Approval for 200 AFY additional pumping - Fox Canyon Groundwater Management Agency

Additional permits may be required and will be obtained as necessary.

PVMWC began discussions with the Fox Canyon Groundwater Management Agency related to the desalter in April, 2015 to ensure pumping approval is granted before implementation.

The PVMWC brine line will connect and discharge to the brine line of the City of Camarillo Desalter. As a result, the agreement to discharge to the Salinity Management Pipeline will occur directly between the City of Camarillo and the Calleguas Municipal Water District.

Deliverables:

- Copy of all required permits

Task 8 Design

Complete preliminary and final design tasks for the desalter and pipeline components. The desalter will be designed and built through a design-build contract process. The design-build firm, CDM Smith, Inc. was contacted and selected in 2013.

The brine discharge pipeline will be designed and built under a separate design, bid and build process. Kennedy/Jenks Consultants has prepared a concept alignment for the brine discharge line based on the existing design of the City of Camarillo brine line. It is anticipated the same consultant firm will be contracted to perform final design for the PVMWC brine discharge pipeline. Pipeline design activities are anticipated to include a topographic survey. While a geotechnical report and basis of design report are not anticipated, based on initial pipeline design activities, these reports would be prepared under this Task in the case that they are requested by the City of Camarillo for permitting purposes.

Deliverables:

- Topographic Survey (Pipeline)
- 100% Design Plans and Specifications (Desalter and Pipeline)

Task 9 Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan (as described in Exhibit J) will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 10 Construction Contracting

This task includes activities related to the selection of construction contractors. The desalter will be designed and built through a design build contract process for which CDM Smith, Inc. has been selected by PVMWC. The final notice to proceed with construction will be issued upon grant award and approval of CEQA and City permitting.

Activities necessary to secure a contractor and award the contract for the brine discharge pipeline include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed. Pipeline contracting will begin upon completion of design.

Deliverables:

- Design-Build documents for Desalter
- Bid documents for Pipeline
- Proof of Advertisement for Desalter and Pipeline
- Award of contract for Desalter and Pipeline
- Notice to proceed for Desalter and Pipeline

Task 11 Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include: documenting of pre-construction conditions, daily construction diary, preparing change orders,

addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable.

Deliverables:

- Notice of Completion

Task 12 Construction/Implementation Activities

This task involves the project construction including mobilization, site preparation, and demobilization. Site preparation will include clearing and site grading for the desalter.

Major construction activities are outlined below.

- Installation/construction of the desalter which will include an approximately 1,600 square foot pre-engineered building and reverse osmosis (RO) equipment, process and yard piping, permeate storage tank, treated water pumps, chemical tanks and chemical feed system, and electrical, instrumentation and control equipment. The desalter will require approximately two feet of over excavation and re-compaction of native soils underneath the RO building. The desalter will be installed on a partially improved lot currently used for PVMWC groundwater operations.
- Installation/construction of the brine discharge line consisting of approximately 2,000 linear feet of 4-inch pvc pipe along North Ponderosa Drive and Antonio Avenue where it will connect to the brine pipeline in final design by the City of Camarillo. The pipeline installation will require sawcutting of pavement, excavation and backfilling of the trench section. A traffic control plan and traffic control features will be required while work in the public right-of-way takes place. The road where the pipeline will be installed will be restored to pre-construction conditions upon installation and any restriping of traffic lane lines will be provided if required.

The PVMWC Desalter will be designed and constructed in accordance with the appropriate standards, including those from the State Water Resources Control Board Division of Drinking Water, ASTM, APWA, and the Greenbook.

Data developed as part of the PPMP will be provided to the WCVV Web Portal data management system, to DWR, and uploaded to the GAMA and CEDEN databases.

Deliverables:

- Photographic documentation
- Engineers Certification documenting final inspection and project completion

PROJECT 5: Moorpark Desalter Phase 1

IMPLEMENTING AGENCY: Ventura County Waterworks District No.1

PROJECT DESCRIPTION: Install approximately six wells (five production wells and one backup well) drilled to an estimated 250 feet deep in the area between Highway 118 and Arroyo Simi and bounded by Hitch Road on the west side and the existing housing tract on the east side. Install the main raw water line (approximately 10,000 LF) to transport the raw water to the desalter plant.

Additionally, the project will install/construct the Desalter plant consisting of a reverse osmosis and cartridge filter system, disinfection and chemical treatment facilities. A potable water line and a brine discharge line will be installed at the plant connecting to the VCWWD1 potable water distribution system and to the Salinity Management Pipeline for brine discharge within Highway 118 right of way.

This first phase of the three-phase project will produce an estimated 2,500 AF of potable water per year. The second phase, not part of this grant agreement, will double the well field and treatment facilities to reach a capacity of 5,000 AFY, and the third phase, also not part of this agreement, will install a one-megawatt solar photovoltaic facility to produce and provide electrical power to the desalination facility.

Budget Category (a): Direct Project Administration

Task 1 Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Financial Statements
- Invoices
- Other Applicable Project Deliverables

Task 2 Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverables:

- Proof of labor compliance upon request

Task 3 Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to the Grantee for review and inclusion in a progress report to be submitted to DWR.

Prepare Draft Project Completion Report and submit to DWR via the Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

- Project Progress Reports
- Draft and Final Project Completion Report

Budget Category (b): Land Purchase/Easement

Task 4 Land Purchase/Easement

Purchase approximately 4.1 acres for the desalination plant and new well field; 4 acres will be needed for the desalter, and approximately 0.1 acres for the wells. A permanent easement of approximately 20,000 linear feet by 10 feet will be acquired for the raw water pipeline connecting the wells and the desalination plant. The length of the permanent easement is based on conceptual design of the raw water pipeline and will be determined more specifically during design

Deliverables:

- Documentation supporting property value
- All relevant documentation regarding property ownership transfer or acquisition of easement including final recorded deed, title report, etc.

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

Task 5 Feasibility Studies

Project feasibility studies have been ongoing as part of the project development process. The studies performed include the Moorpark Desalter pilot well testing, three-dimension groundwater modeling study, and brine disposal alternatives study. The brine disposal alternatives study was previously completed. The remaining two studies are near completion

Deliverables:

- Relevant Feasibility Studies, including:
 - Moorpark Desalter Pilot Well Testing
 - Three-Dimension Groundwater Modeling Study
 - Brine Disposal Alternatives Study

Task 6 CEQA Documentation

VCWWD1 circulated the Notice of Preparation starting in November, 2014 and has completed biological and cultural field surveying. Tribal notification of the California Native Heritage Commission has occurred according to CEQA guidelines. Preparation of the draft EIR began in March 2015 and VCWWD1 is currently working on assessing environmental impacts and developing mitigation measures.

Deliverables:

- Environmental Information Form (EIF)
- Copy of Notice of Preparation
- Draft and Final EIR
- Notice of Completion
- Copy of Notice of Determination
- Copy of Tribal Notifications
- No Legal Challenges letter

Task 7 Permitting

Obtain all necessary federal, state, and local permits. Permits may include:

- Pumping Permit For New Extraction Wells - Fox Canyon Groundwater Management Agency
- Streambed Alteration Permit - California State Fish and Wildlife Department
- Well Permit - County of Ventura
- Encroachment Permit - County of Ventura
- Building Permit - County of Ventura
- Drinking Water Permit Amendment - State Water Resources Control Board
- Agreement with Calleguas Municipal Water District for project connection to the Salinity Management Pipeline

Additional permits may be required and will be obtained as necessary.

Deliverables:

- Copy of all required permits

Task 8 Design

This task includes completion of preliminary design including the following supporting work: geotechnical investigation, topographic survey, and updated Preliminary Design Report (PDR). The PDR will provide the overall project concept for use in development of final design, plans and specifications including: well design and well field layout, water treatment process design, and facility sizing and layout and equipment selection, and 100% (Final) design, plans, and specifications.

A PDR for the desalter treatment facility was completed in 2010. The PDR will be updated to encompass the well field and will incorporate new information obtained from the feasibility studies. The pilot well test results and the three-dimensional groundwater modeling report were used to develop the well production capability and well and well field design. The well field will be designed to include six wells (five production wells and one backup well) and the raw water pipelines to connect the wells to the desalination plant. The water quality data from the pilot well test is being used to design the treatment process and treatment plant layout as well as guide process equipment selection. Final well field design will precede final desalter design.

Deliverables:

- Geotechnical Report
- Topographic Survey
- PDR
- Updated Project Cost Estimate
- 100% Design Plans and Specifications

Task 9 Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan (as described in Exhibit J) will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 10 Construction Contracting

The project will be separated into two components: (1) the wells and pipeline connecting the wells to the desalination plant, and (2) the desalination plant and pipelines connecting to the potable distribution system and the Salinity Management Pipeline. The two project components will be bid and awarded as two separate contracts for construction administration. The well field component will be bid prior to the desalter component.

Deliverables:

- Bid documents
- Proof of Advertisement
- Award of contract
- Notice to proceed

Task 11 Construction Administration

Manage contractor submittal review, answer requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include: documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable.

Deliverables:

- Notice of Completion

Task 12 Construction/Implementation Activities

This task involves the project construction including mobilization, site preparation, facilities construction, performance testing, commissioning, and demobilization. Major construction activities are outlined below.

- a) Construct/install approximately six wells (five production wells and one backup well) drilled to an estimated 250 feet deep in the area between Highway 118 and Arroyo Simi and bounded by Hitch Road on the west side and the existing housing tract on the east side. Water lines will be installed to transport the raw water to the desalter plant - the main raw water line will be approximately 10,000 linear feet. Final length, diameter, and type of material will be determined during design.
- b) Construct/install the desalter plant consisting of a reverse osmosis and cartridge filter system, disinfection and chemical treatment facilities. A potable water line and a brine discharge line will be installed at the plant connecting to the VCWWD1 potable water distribution system and to the Salinity Management Pipeline for brine discharge within Highway 118 right of way. Pipeline details including length, diameter, and material will be determined during design.
- c) Conduct site improvement activities upon construction completion, which will include landscaping as required by applicable permits.

Project design and construction will be in accordance with the Second Edition of the Ventura County Waterworks Manual. In addition, desalter facilities will follow applicable standards from ASTM, APWA, and the Greenbook.

Data developed as part of the PPMP will be provided to the WCVC Web Portal data management system, to DWR, and uploaded to the GAMA and CEDEN databases.

Deliverables:

- Photographic documentation
- Engineers Certification of final inspection and project completion

PROJECT 6: Santa Clara River Steelhead Coalition Restoration

IMPLEMENTING AGENCY: California Trout, Inc. (CalTrout)

PROJECT DESCRIPTION: This project will restore between 30 and 50 acres of riparian habitat by removing arundo (giant reed) and other invasive plant species and re-establish native riparian habitats near areas that were restored in previous efforts in the Santa Clara River (SCR) floodplain on properties between Sespe Creek and Santa Paula Creek (Ventura County). The benefits of removing water-intensive invasive species include conserving approximately 800 AFY of water, reducing flood and fire risk, and improving riparian habitat for California sensitive species and federally listed species

Budget Category (a): Direct Project Administration

Task 1 Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

CalTrout will administer the project on behalf of and in cooperation with member agencies of the Santa Clara River Steelhead Coalition, including The Nature Conservancy, University of California, Santa Barbara – Marine Science Institute’s Riparian Invasion Research Laboratory, and Friends of the Santa Clara River.

Deliverables:

- Financial Statements
- Invoices
- Other Applicable Project Deliverables

Task 2 Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

CalTrout has partnered with a labor compliance contractor who has relevant experience who will be subcontracted for this task.

Deliverables:

- Proof of labor compliance upon request

Task 3 Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to the Grantee for review and inclusion in a progress report to be submitted to DWR.

Prepare Draft Project Completion Report and submit to DWR via the Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

- Project Progress Reports
- Draft and Final Project Completion Report

Budget Category (b): Land Purchase/Easement

Task 4 Land Purchase/Easement

No land will need to be purchased nor easements acquired. Access has been secured from the Nature Conservancy and Friends of the Santa Clara River for sufficient lands to complete the scope of the project. However, some of the priority parcels, which will be identified during final design, may be located outside of areas with existing access agreements. CalTrout and project partners will seek to get approval for priority parcels if necessary.

Deliverables:

- Access Approval letters from Land Owners and Project Partners, as needed

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

Task 5 Feasibility Studies

Project Feasibility Studies/background documentation was completed prior to the project development process. *The Santa Clara River Parkway Strategic Plan for Arundo Treatment and Post-Treatment Revegetation*, completed by Stillwater Sciences in 2011, is a fundamental background document that has served to evaluate the feasibility of this and other projects and will be used in final design (Task 8).

Deliverables:

- Santa Clara River Parkway Strategic Plan for Arundo Treatment and Post-Treatment Revegetation. - Stillwater Sciences. 2011

Task 6 CEQA Documentation

A CEQA Notice of Exemption (NOE) will be prepared for this project by the California Department of Fish and Wildlife. An NOE is anticipated based on the CEQA finding of the 2013 IRWM Proposition 84 Round 2 Invasive Plant Removal, Ecosystem Restoration, and Habitat Protection in the Santa Clara River Project.

Deliverables:

- Environmental Information Form (EIF)
- Copy of Approved Notice of Exemption
- No Legal Challenges letter

Task 7 Permitting

Obtain all necessary federal, state, and local permits. Permits may include:

- Encroachment and Watercourse Permits - Ventura County Watershed Protection District
- Streambed Alteration Agreement - California Department of Fish and Wildlife

- Concurrence Letters - US Fish and Wildlife Service
- Concurrence Letters - California Department of Fish and Wildlife

Additional permits may be required and will be obtained as necessary. The required permits are currently held by project partners including UC Santa Barbara for some of the potential implementation areas. Those existing permits would be amended as necessary to fully capture the areas restored during this project. If during design, other priority parcels are identified that are not covered by existing permits, new permits would be acquired.

Restoration plans are required for CDFW Streambed Alteration Agreements. Permitting activities will include amending existing restoration plans as necessary to capture the proposed project and/or preparing new plans for parcels not covered by existing agreements as identified during final design.

Deliverables:

- Copy of all required permits
- Restoration Plan(s)

Task 8 Design

Final project design will entail review of the 2011 Stillwater Sciences report and completion of a technical memorandum. Supporting work will include Hydrogeomorphic and Vegetation assessments.

- Hydrogeomorphic assessment. This activity would entail review of available information, 1-2 days of field reconnaissance, and GIS mapping to refine the flood reset zone and delineate important hydrogeomorphic surfaces (features) in the project area.
- Vegetation assessment. This activity would entail review of available information, 1-2 days of field reconnaissance to document existing vegetation, and GIS mapping to update previously developed maps for the project area¹.

Results of the assessments will allow for identification of priority parcels within the target area along the Santa Clara River. In addition, specific methods for invasive plant removal (e.g. mechanical removal, herbicides) will be selected upon review of the Stillwater Sciences report. The findings and recommended action approach will be summarized in a technical memorandum.

Deliverables:

- Technical Memorandum

Task 9 Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan (as described in Exhibit J) will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

Deliverables:

- Project Monitoring Plan

¹ Very high resolution LiDAR (Light Detection and Ranging) assessments were done within months of the 2005 flood and were incorporated into the 2007 Santa Clara River Parkway Floodplain Restoration Feasibility Study: Riparian Vegetation Mapping and Preliminary Classification for the Lower Santa Clara River, Ventura County, California. Volume I, prepared by Stillwater Sciences and URS Corporation.

Budget Category (d): Construction/Implementation

Task 10 Construction Contracting

CalTrout will subcontract with project partners depending on which parcels restoration work will occur. Bidding and awarding of contracts will be managed by CalTrout. Contracting will occur seasonally and is dependent on construction activity priorities, i.e. initial removal, revegetation, and/or retreatment.

Deliverables:

- Bid documents
- Proof of Advertisement
- Award of contract
- Notice to proceed

Task 11 Construction Administration

This task includes managing and inspecting contractor activities, answering requests for information, and issuing work directives. A project manager will be on site for the duration of the project to provide oversight.

Deliverables:

- Notice of Completion

Task 12 Construction/Implementation Activities

Construction activities are outlined below:

- **Pre-Removal Surveys.** Project activities prior to invasive plant removal will include surveying for the presence of any sensitive species, flagging of sensitive species habitats, and identifying vegetation not to be disturbed/degraded during improvements. Staff implementing arundo removal will receive education on protection of sensitive species as well as operational health and safety. These activities will occur prior to initiation of removal or retreatment as necessary. Demobilization/removal of equipment, as necessary, would occur on an ongoing basis during implementation.
- **Invasive Plant Removal.** Arundo and invasive plants will be removed from 30-50 acres along the Santa Clara River consistent with methods described in the California Coastal Conservancy's Santa Clara River Parkway Strategic Plan for Arundo Treatment and Post-Treatment Revegetation (Stillwater Sciences, 2011). The specific methods employed will be determined during final design and will vary depending on density of arundo, season, and presence of sensitive plants and wildlife. Methods are anticipated to primarily consist of mechanical removal, hand removal, and/or herbicide application.
- **Revegetation/Retreatment.** Revegetation will follow arundo removal. Passive revegetation is anticipated for areas that receive periodic flood flows. Where passive recovery is unlikely, active planting will occur using plants propagated from local seeds and cuttings, and when necessary, container plants. Upon initial restoration, sites will be monitored for three years to track mortality and evaluate whether additional planting will be necessary. Control activities, including controlling invasive plants and arundo resprouts, and watering plants that show signs of desiccation, will be performed regularly during this period. If survival of cuttings is below 80 percent after each of the first two years, new cuttings will be planted. Observational methods will be used to determine potential causes of plant mortality including inspecting plants for signs of herbivory or pathogen growth and evaluating soil moisture at base of plantings. Retreatment of arundo regrowth will occur once or twice annually for at least three years to ensure that all arundo plants have been killed.
- **Biological monitoring** will occur during project implementation in compliance with permits.

Methods and monitoring protocols will be consistent with the Santa Clara River Parkway Strategic Plan for Arundo Treatment and Post-Treatment Revegetation as well as restoration plans approved by the CDFW.

Data developed as part of the PPMP will be provided to the WCVV Web Portal data management system, to DWR, and uploaded to the CEDEN database.

Deliverables:

- Photographic documentation

**EXHIBIT B
BUDGET**

Summary Budget						
Project Name		Grant Amount	Funding Match	Additional Cost Share	Total Cost	% Funding Match
(a)	Grant Administration	\$ 341,400	\$ -	\$ -	\$ 341,400	
(b)	Water Wise Incentive Program	\$ 1,822,500	\$ 717,862	\$ 23,300	\$ 2,563,662	
(c)	Camrosa Recycled Water Pipeline	\$ 564,000	\$ 200,000	\$ -	\$ 764,000	
(d)	Pleasant Valley Mutual Water Company Desalter	\$ 2,340,000	\$ 927,369	\$ 38,000	\$ 3,305,369	
(e)	Moorpark Desalter Phase 1	\$ 6,852,100	\$ 9,416,647	\$16,800,000	\$33,068,747	
(f)	Santa Clara River Steelhead Coalition Restoration	\$ 376,380	\$ 128,472	\$ -	\$ 504,852	
(g)	DAC Funding Match Waiver Total	\$ -	\$ -	\$ -	\$ -	
(e)	Grand Total	\$ 12,296,380	\$11,390,350	\$16,861,300	\$40,548,030	28%

Project Budget					
Project Title: GRANT ADMINISTRATION					
Budget Category		Grant Amount	Funding Match	Additional Match	Total Cost
(a)	Direct Project Administration	\$ 341,400	\$ -	\$ -	\$ 341,400
(b)	Land Purchase/Easement	\$ -	\$ -	\$ -	\$ -
(c)	Planning/Design/Engineering/Environmental Documentation	\$ -	\$ -	\$ -	\$ -
(d)	Construction/Implementation	\$ -	\$ -	\$ -	\$ -
(e)	Grand Total	\$ 341,400	\$ -	\$ -	\$ 341,400

Project Budget					
Project Title: WATER WISE INCENTIVE PROGRAM					
Budget Category		Grant Amount	Funding Match	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$ -	\$ 36,700		\$ 36,700
(b)	Land Purchase/Easement	\$ -	\$ -	\$ -	\$ -
(c)	Planning/Design/Engineering/ Environmental Documentation	\$ -	\$ 14,422	\$ -	\$ 14,422
(d)	Construction/Implementation	\$ 1,822,500	\$ 666,740	\$ 23,300	\$ 2,512,540
(e)	Grand Total	\$ 1,822,500	\$ 717,862	\$ 23,300	\$ 2,563,662

Project Budget					
Project Title: CAMROSA RECYCLED WATER PIPELINE					
Budget Category		Grant Amount	Funding Match	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$ -	\$ 21,500	\$ -	\$ 21,500
(b)	Land Purchase/Easement	\$ 67,500	\$ -	\$ -	\$ 67,500
(c)	Planning/Design/Engineering/ Environmental Documentation	\$ 115,000	\$ -	\$ -	\$ 115,000
(d)	Construction/Implementation	\$ 381,500	\$ 178,500	\$ -	\$ 560,000
(e)	Grand Total	\$ 564,000	\$ 200,000	\$ -	\$ 764,000

Project Budget					
Project Title: PLEASANT VALLEY MUTAL WATER COMPANY DESALTER					
Budget Category		Grant Amount	Funding Match	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$ -	\$ 19,396	\$ -	\$ 19,396
(b)	Land Purchase/Easement	\$ -	\$ -	\$ -	\$ -
(c)	Planning/Design/Engineering/ Environmental Documentation	\$ 238,442	\$ 41,493	\$ 38,000	\$ 317,935
(d)	Construction/Implementation	\$ 2,101,558	\$ 866,480	\$ -	\$ 2,968,038
(e)	Grand Total	\$ 2,340,000	\$ 927,369	\$ 38,000	\$ 3,305,369

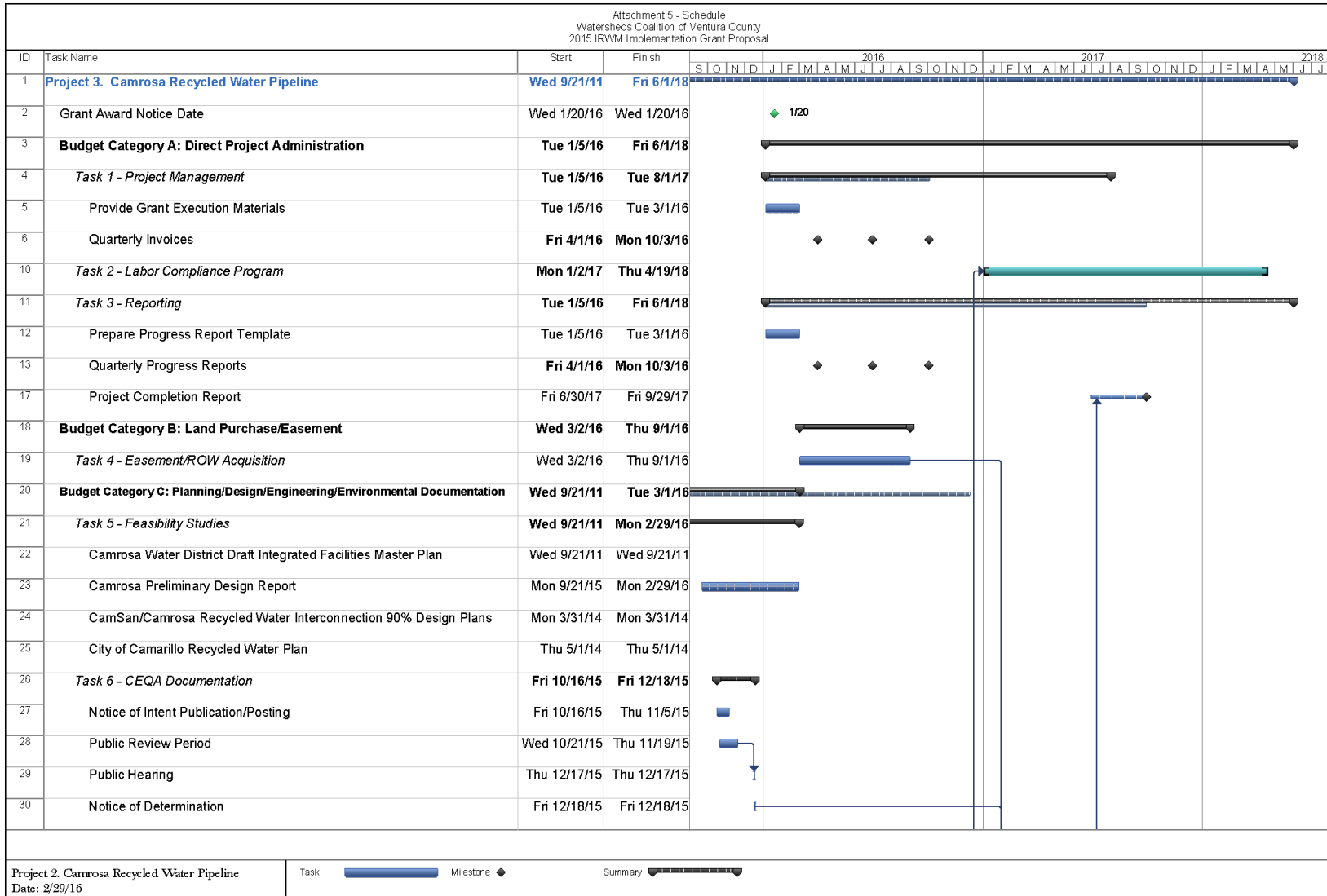
Project Budget					
Project Title: MOORPARK DESALTER PHASE 1					
Budget Category		Grant Amount	Funding Match	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$ -	\$ 160,727	\$ -	\$ 160,727
(b)	Land Purchase/Easement	\$ -	\$ 577,500	\$ -	\$ 577,500
(c)	Planning/Design/Engineering/ Environmental Documentation	\$ 2,000,000	\$ 3,690,440	\$ -	\$ 5,690,440
(d)	Construction/Implementation	\$ 4,852,100	\$ 4,987,980	\$ 16,800,000	\$ 26,640,080
(e)	Grand Total	\$ 6,852,100	\$ 9,416,647	\$ 16,800,000	\$ 33,068,747

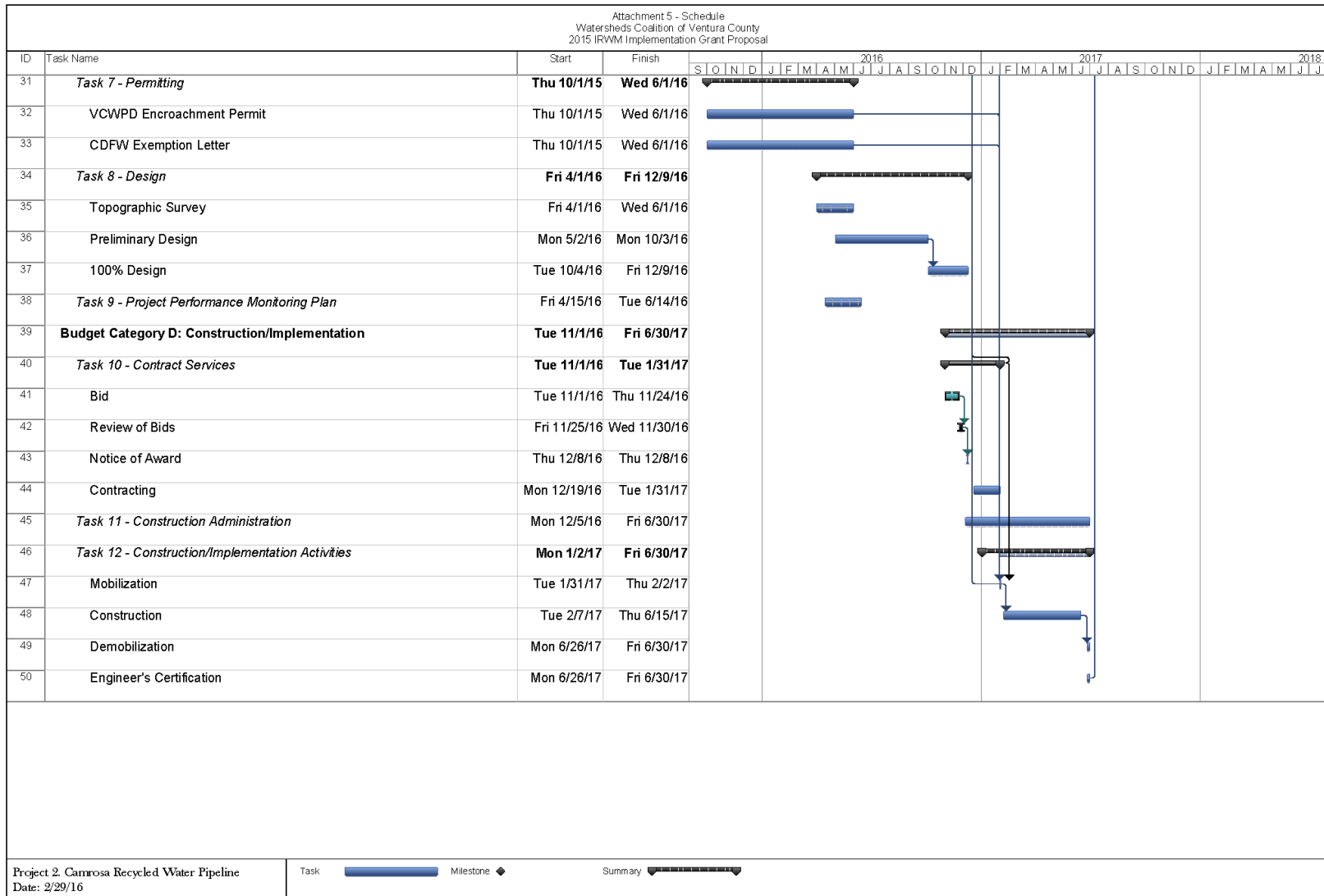
Project Budget					
Project Title: SANTA CLARA RIVER STEELHEAD COALITION RESTORATION					
Budget Category		Grant Amount	Funding Match	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$ 22,013	\$ 6,407	\$ -	\$ 28,420
(b)	Land Purchase/Easement	\$ -	\$ -	\$ -	\$ -
(c)	Planning/Design/Engineering/ Environmental Documentation	\$ 64,980	\$ 17,959	\$ -	\$ 82,939
(d)	Construction/Implementation	\$ 289,387	\$ 104,106	\$ -	\$ 393,493
(e)	Grand Total	\$ 376,380	\$ 128,472	\$ -	\$ 504,852

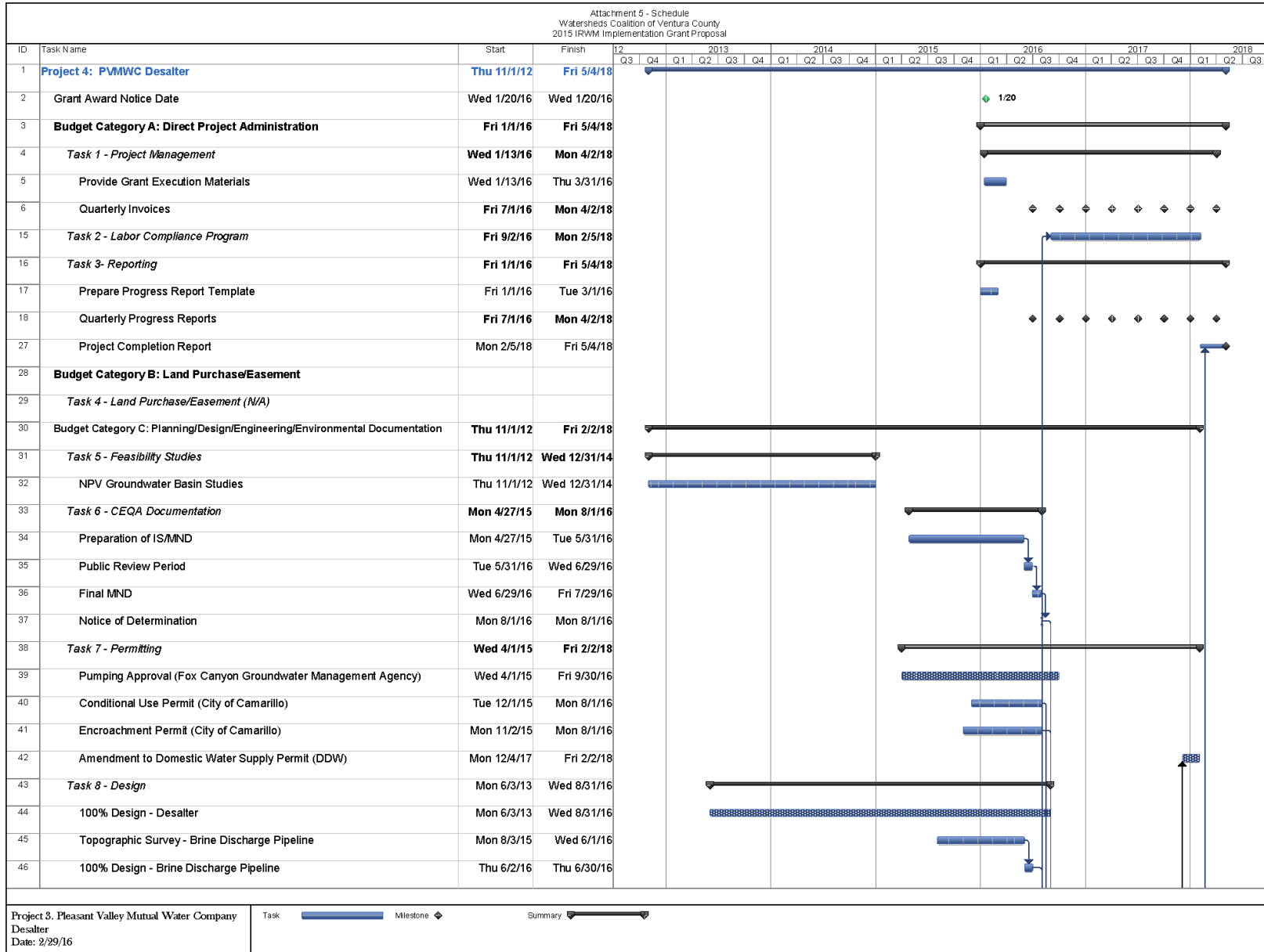
**EXHIBIT C
SCHEDULE**

Attachment 5 - Schedule Watersheds Coalition of Ventura County 2015 IRWM Implementation Grant Proposal																													
ID	Task Name	Start	Finish	2016				2017				2018				2019				2020									
				Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4						
1	Project 1: Grant Administration	Wed 1/20/16	Mon 4/20/20																										
2	Grant Award Notice	Wed 1/20/16	Wed 1/20/16																										
3	Budget Category A: Direct Project Administration	Wed 1/20/16	Mon 4/20/20																										
4	<i>Task 1 - Agreement Administration</i>	Wed 1/20/16	Mon 4/20/20																										
5	<i>Task 2 - Invoicing</i>	Fri 4/1/16	Wed 1/1/20																										
6	Preparation for Quarterly Invoicing	Fri 4/1/16	Mon 5/30/16																										
7	Quarterly Invoices	Fri 4/1/16	Wed 1/1/20																										
24	<i>Task 3 - Progress Reports and Project Completion Reports</i>	Fri 4/1/16	Wed 4/1/20																										
25	Preparation for Quarterly Reporting	Fri 4/1/16	Tue 4/26/16																										
26	Quarterly Progress Reports	Fri 4/1/16	Wed 1/1/20																										
43	Project Completion & Grant Completion Reports	Wed 1/1/20	Wed 4/1/20																										
Grant Administration Date: 2/29/16		Task		Milestone		Summary																							

		Attachment 5 - Schedule Watersheds Coalition of Ventura County 2015 IRWM Implementation Grant Proposal																					
ID	Task Name	Start	Finish	2013				2014				2015				2016				2017			
				Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	Project 2: Waterwise Incentive Program	Fri 3/1/13	Mon 1/1/18																				
2	Grant Award Notice Date	Wed 1/20/16	Wed 1/20/16																				
3	Budget Category A: Direct Project Administration	Wed 7/1/15	Mon 1/1/18																				
4	<i>Task 1 - Project Management</i>	Mon 1/4/16	Mon 10/2/17																				
5	Provide Grant Execution Materials	Mon 1/4/16	Thu 3/31/16																				
6	Quarterly Invoices	Fri 4/1/16	Mon 10/2/17																				
14	<i>Task 2 - Labor Compliance Program (NA)</i>																						
15	<i>Task 3 - Reporting</i>	Mon 1/4/16	Mon 1/1/18																				
16	Prepare Progress Report Template	Mon 1/4/16	Tue 3/1/16																				
17	Quarterly Progress Reports	Fri 4/1/16	Mon 10/2/17																				
25	Project Completion Report	Mon 10/2/17	Mon 1/1/18																				
26	Budget Category B: Land Purchase/Easement																						
27	<i>Task 4 - Land Purchase/Easement (N/A)</i>																						
28	Budget Category C: Planning/Design/Engineering/Environmental Documentation	Fri 3/1/13	Fri 4/15/16																				
29	<i>Task 5 - Feasibility Studies</i>	Fri 3/1/13	Fri 3/1/13																				
30	Sustainable Water Use in the Ventura River Watershed Study	Fri 3/1/13	Fri 3/1/13																				
31	<i>Task 6 - CEQA Documentation</i>	Wed 6/10/15	Thu 7/2/15																				
32	Notice of Exemption	Wed 6/10/15	Thu 7/2/15																				
33	<i>Task 7 - Permitting (N/A)</i>																						
34	<i>Task 8 - Design</i>	Thu 1/1/15	Thu 3/31/16																				
35	Design Ventura Water Service Area	Thu 1/1/15	Wed 7/1/15																				
36	Design Refinements for Regional Expansion	Thu 10/1/15	Thu 3/31/16																				
37	<i>Task 9 - Project Performance Monitoring Plan</i>	Thu 10/1/15	Fri 4/15/16																				
38	Budget Category D: Program Implementation	Mon 2/2/15	Mon 10/2/17																				
39	<i>Task 10 - Contract Services</i>	Mon 2/2/15	Mon 3/16/15																				
40	Release RFP, Select 3rd Party Administrator and Revise Contract as needed	Mon 2/2/15	Mon 3/16/15																				
41	<i>Task 11 - Implementation Activities</i>	Wed 7/1/15	Mon 10/2/17																				
42	- Manage Program, Monitor Rebate Compliance and completion, Identify and coordinate with local vendors and Revise existing agreements with local retailers	Wed 7/1/15	Mon 10/2/17																				






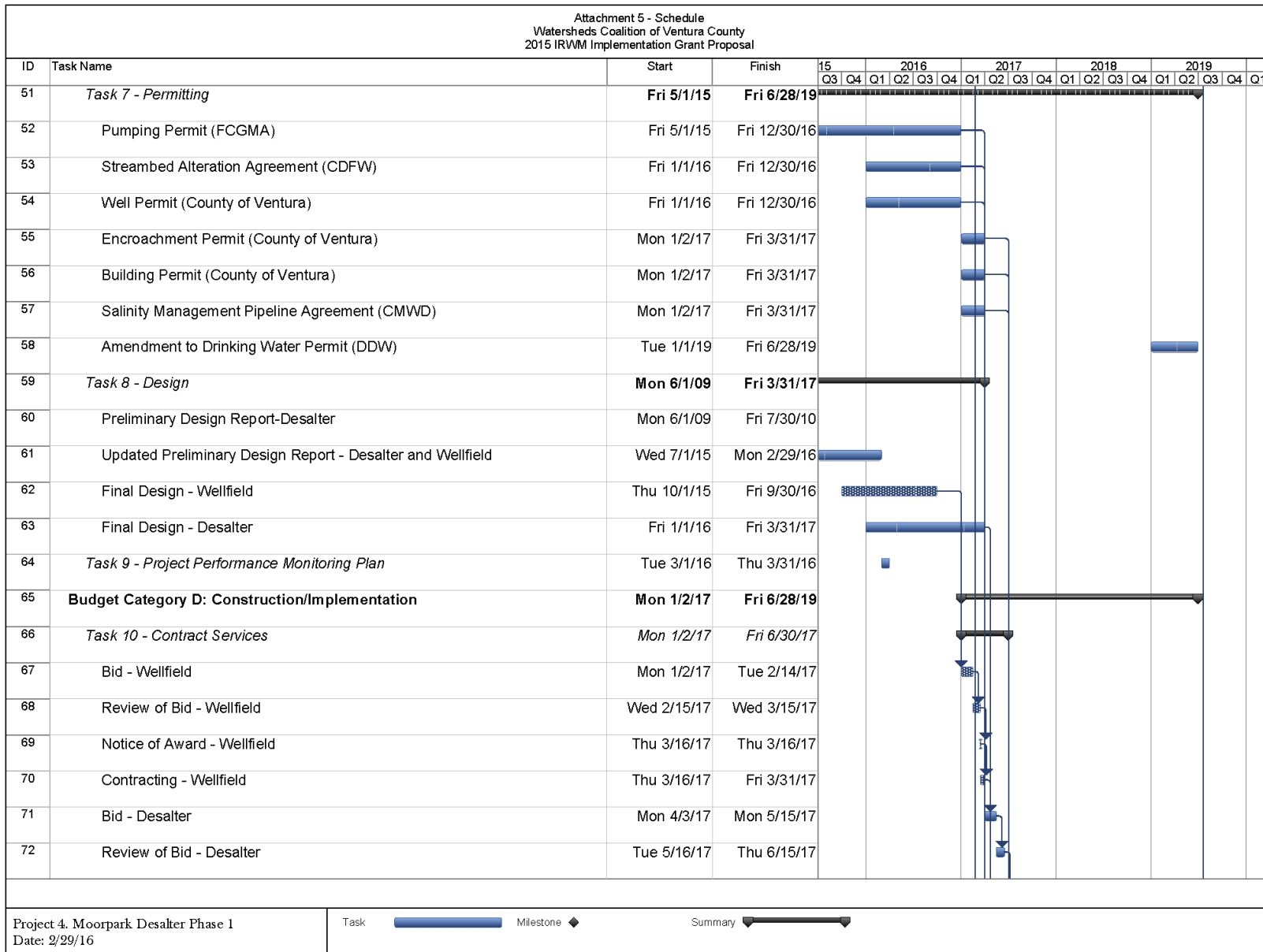


		Attachment 5 - Schedule Watersheds Coalition of Ventura County 2015 IRWM Implementation Grant Proposal																															
ID	Task Name	Start	Finish	2013				2014				2015				2016				2017				2018									
				Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4				
47	Task 9 - Project Performance Monitoring Plan	Wed 6/1/16	Wed 8/31/16																														
48	Budget Category D: Construction/Implementation	Mon 6/3/13	Mon 3/5/18																														
49	Task 10 - Contract Services	Mon 6/3/13	Wed 11/23/16																														
50	Contracting - Desalter	Mon 6/3/13	Thu 9/1/16																														
51	Bid - Brine Discharge Pipeline	Tue 8/2/16	Mon 10/10/16																														
52	Review of Bid - Brine Discharge Pipeline	Tue 10/11/16	Mon 10/24/16																														
53	Notice of Award - Brine Discharge Pipeline	Tue 10/25/16	Tue 10/25/16																														
54	Contracting - Brine Discharge Pipeline	Wed 10/26/16	Wed 11/23/16																														
55	Task 11 - Construction Administration	Wed 8/31/16	Mon 3/5/18																														
56	Task 12 - Construction/Implementation Activities	Fri 9/2/16	Mon 2/5/18																														
57	Mobilization-Desalter	Fri 9/2/16	Thu 9/15/16																														
58	Construction-Desalter	Thu 9/15/16	Fri 12/29/17																														
59	Mobilization - Brine Discharge Pipeline	Thu 11/24/16	Thu 12/15/16																														
60	Construction - Brine Discharge Pipeline	Mon 5/1/17	Fri 12/29/17																														
61	Demobilization - Desalter and Brine Discharge Pipeline	Fri 12/29/17	Tue 1/16/18																														
62	Engineer's Certification	Wed 1/17/18	Mon 2/5/18																														




Project 3. Pleasant Valley Mutual Water Company
Desalter
Date: 2/29/16

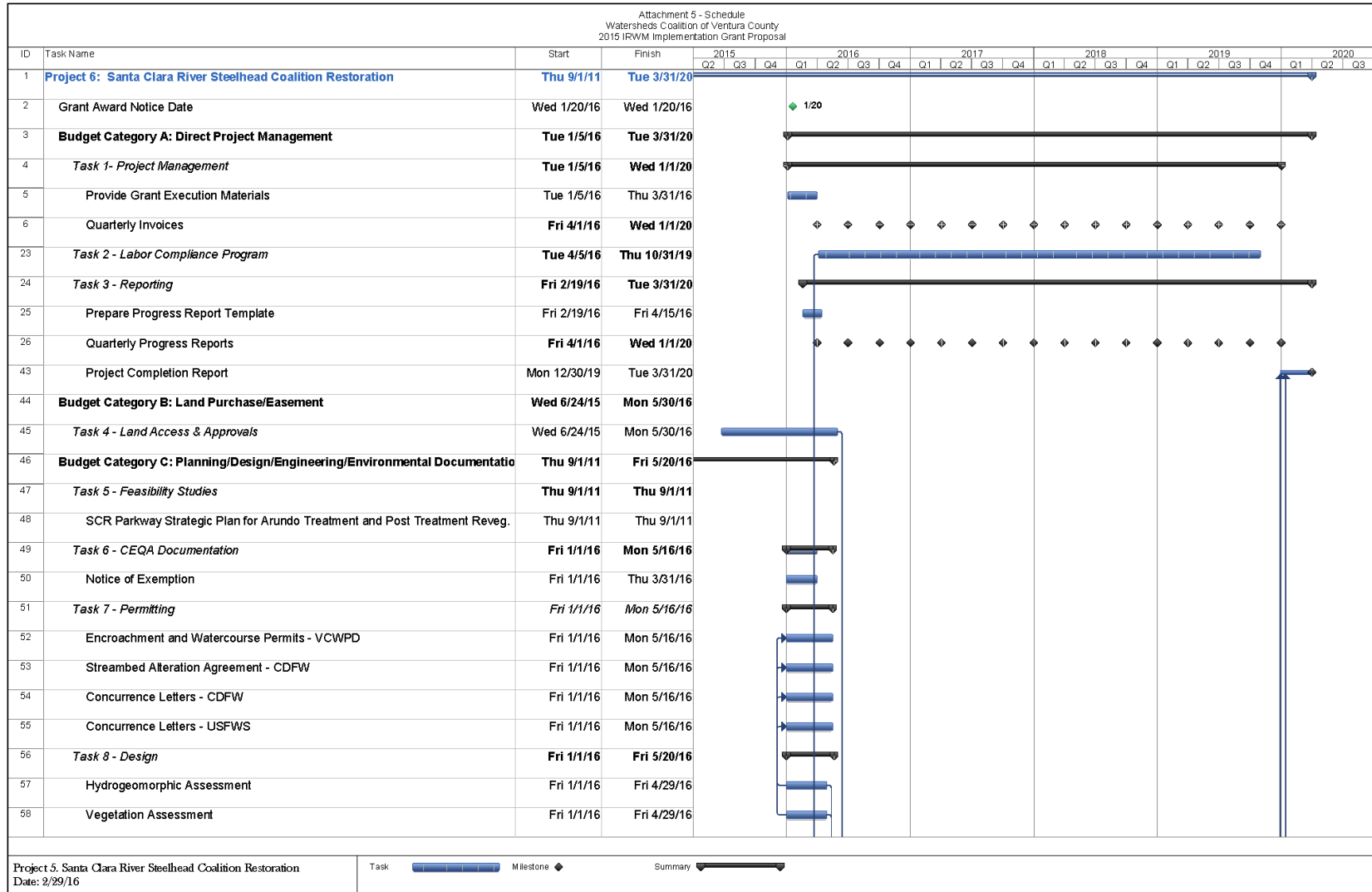
Task  Milestone  Summary 

Attachment 5 - Schedule Watersheds Coalition of Ventura County 2015 IRWM Implementation Grant Proposal																							
ID	Task Name	Start	Finish	2015				2016				2017				2018				2019			
				Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	
1	Project 5: Moorpark Desalter Phase 1	Mon 6/1/09	Mon 9/30/19																				
2	Grant Award Notice Date	Wed 1/20/16	Wed 1/20/16																				
3	Budget Category A: Direct Project Administration	Fri 1/1/16	Mon 9/30/19																				
4	<i>Task 1 - Project Management</i>	Fri 1/1/16	Mon 7/1/19																				
5	Provide Grant Agreement Materials	Fri 1/1/16	Thu 3/31/16																				
6	Quarterly Invoices	Fri 4/1/16	Mon 7/1/19																				
21	<i>Task 2 - Labor Compliance Program</i>	Sat 4/8/17	Fri 6/28/19																				
22	<i>Task 3 - Reporting</i>	Fri 1/1/16	Mon 9/30/19																				
23	Prepare Progress Report Template	Fri 1/1/16	Tue 3/1/16																				
24	Quarterly Progress Reports	Fri 4/1/16	Mon 7/1/19																				
39	Project Completion Report	Fri 6/28/19	Mon 9/30/19																				
40	Budget Category B: Land Purchase/Easement	Fri 1/1/16	Fri 12/30/16																				
41	<i>Task 4 - Land Purchase/Easement</i>	Fri 1/1/16	Fri 12/30/16																				
42	Budget Category C: Planning/Design/Engineering/Environmental Documentation	Mon 6/1/09	Fri 6/28/19																				
43	<i>Task 5 - Feasibility Studies</i>	Tue 1/1/13	Fri 12/30/16																				
44	Brine Disposal Alternatives Study	Tue 1/1/13	Mon 3/31/14																				
45	Pilot Wells Testing	Tue 1/1/13	Wed 9/30/15																				
46	Three Dimensional Groundwater Modeling	Tue 1/1/13	Fri 12/30/16																				
47	<i>Task 6 - CEQA Documentation</i>	Fri 11/21/14	Fri 12/30/16																				
48	Notice of Preparation	Fri 11/21/14	Mon 12/22/14																				
49	Draft EIR	Mon 12/22/14	Thu 3/31/16																				
50	Final EIR	Fri 9/30/16	Fri 12/30/16																				



Attachment 5 - Schedule Watersheds Coalition of Ventura County 2015 IRWM Implementation Grant Proposal																									
ID	Task Name	Start	Finish	2015		2016				2017				2018				2019							
				Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4				
73	Notice of Award - Desalter	Fri 6/16/17	Fri 6/16/17																						
74	Contracting - Desalter	Fri 6/16/17	Fri 6/30/17																						
75	<i>Task 11 - Construction Administration</i>	Mon 1/2/17	Fri 6/28/19																						
76	<i>Task 12 - Construction/Implementation Activities</i>	Sat 4/1/17	Fri 6/28/19																						
77	Mobilization - Wellfield	Sat 4/1/17	Sat 4/8/17																						
78	Construction-Wellfield	Sat 4/8/17	Tue 3/27/18																						
79	Mobilization - Desalter	Mon 7/3/17	Wed 7/12/17																						
80	Construction - Desalter	Wed 7/12/17	Mon 6/17/19																						
81	Demobilization - Wellfield and Desalter	Mon 6/17/19	Fri 6/28/19																						
82	Engineer's Certification	Mon 6/17/19	Fri 6/28/19																						

Project 4. Moorpark Desalter Phase 1 Date: 2/29/16	Task 	Milestone 	Summary 
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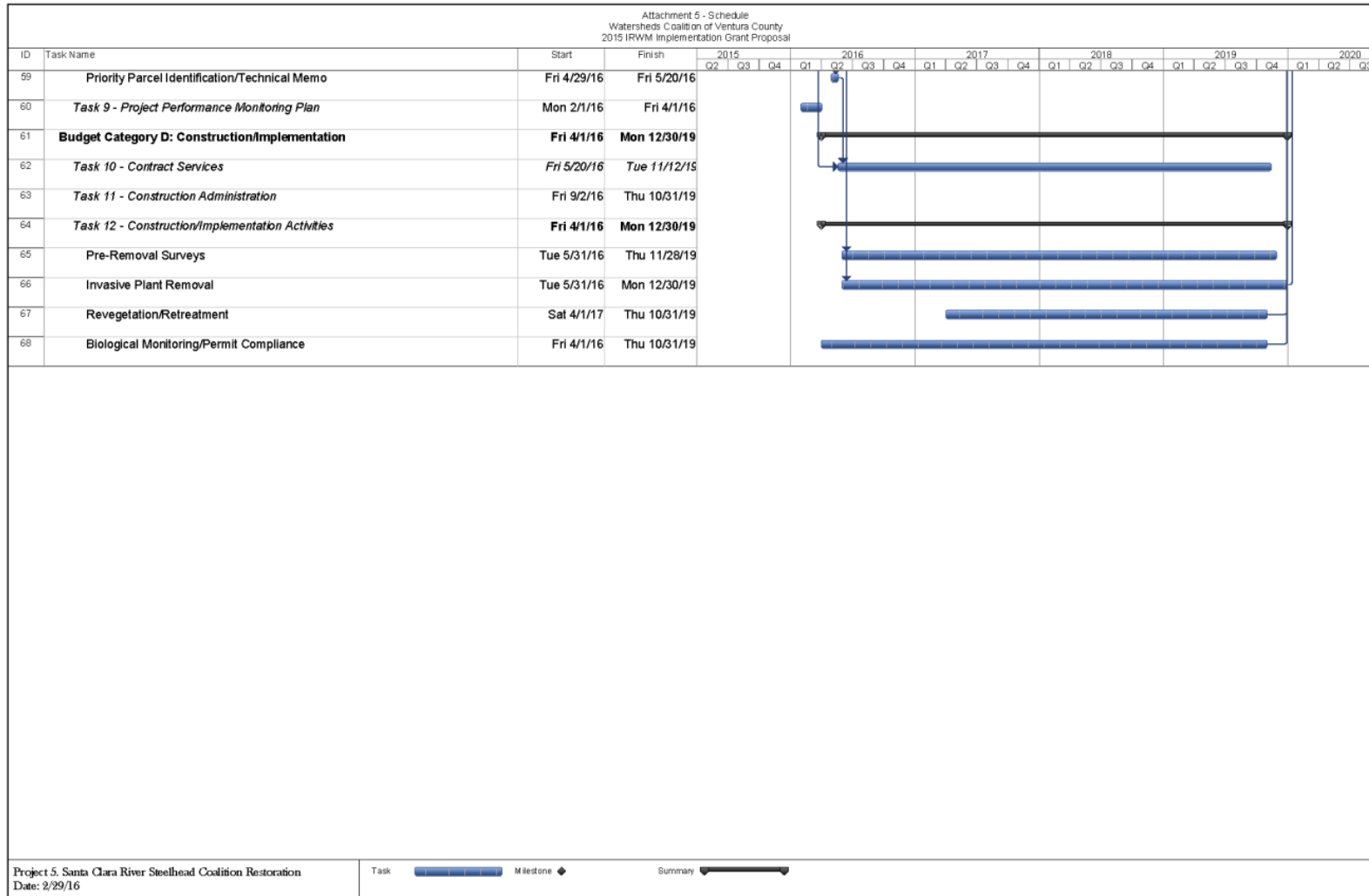


EXHIBIT D
STANDARD CONDITIONS

D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- a) **Separate Accounting of Funding Disbursements 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) **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.
- d) **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

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 Projects or using any data and/or information developed under this Grant Agreement. During construction of each 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) AIR OR WATER POLLUTION VIOLATION: Under State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to §13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

D.4) AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. State shall have no obligation to agree to an amendment.

D.5) 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.6) APPROVAL: This Agreement is of no force or effect until signed by all parties to the agreement. Grantee may not submit invoices or receive payment until all required signatures have been obtained.

D.7) AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of Projects, with the costs of such audit borne by State. After

completion of the Projects, State may require Grantee to conduct a final audit to State's specifications, 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 elect to pursue any remedies provided in Paragraph 14 or take any other action it deems necessary to protect its interests.

Pursuant to Government Code §8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three years after final payment under this Grant Agreement with respect to all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after project completion or final billing, whichever comes later.

- D.8) BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for the Proposition 84 Implementation Grant Program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act for purposes of this program, State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.
- D.9) CALIFORNIA CONSERVATION CORPS:** As required in Water Code §79038(b), Grantee shall examine the feasibility of using the California Conservation Corps or community conservation corps to accomplish the habitat restoration, enhancement and protection activities listed in the Exhibit A, Work Plan, and shall use the services of one of these organizations whenever feasible.
- D.10) CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code §21000 et seq.). Information on CEQA may be found at the following links:
Environmental Information: <http://resources.ca.gov/ceqa/>
California State Clearinghouse Handbook:
https://www.opr.ca.gov/docs/SCH_Handbook_2012.pdf
- D.11) CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code §7110, that:
- a) 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 §5200) of Part 5 of Division 9 of the Family Code; and
 - b) 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.12) CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the State's Project Manager, within thirty (30) calendar days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.13) 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.14) COMPUTER SOFTWARE:** 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.15) CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, §1090 and Public Contract Code, §10410 and §10411, for State conflict of interest requirements.
- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the 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.
 - c) **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code §87100 *et seq.*
 - d) **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.16) DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.17) DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar 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.18) 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 §8355(a)(1).

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

- D.19) FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, Grantee shall provide for a final inspection and certification by the appropriate registered professional (California Registered Civil Engineer or Geologist) 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. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
- D.20) GRANTEE COMMITMENTS:** Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- D.21) GRANTEE NAME CHANGE:** Approval of the State's Program Manager is required to change the Grantee's name as listed on this Grant Agreement. Upon receipt of legal documentation of the name change the State will process an amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- D.22) GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.23) INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Projects and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.
- D.24) INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.25) INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this 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.26) INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.
- D.27) INVOICE 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 DWR Project Manager 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.28) LABOR CODE COMPLIANCE:** The Grantee will be required to keep informed of and take all measures necessary to ensure compliance with applicable Labor Code requirements, including, but not limited to, § 1720 *et seq.* of the Labor Code regarding public works, limitations on use of volunteer labor (Labor Code § 1720.4), labor compliance programs (Labor Code § 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 Labor Code § 1771.3.
- D.29) NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code § 12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, § 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code § 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.30) NO DISCRIMINATION AGAINST DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies by signing this Grant Agreement, under penalty of perjury under the laws of State of California that Grantee is in compliance with Public Contract Code § 10295.3.
- D.31) OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.32) PERFORMANCE AND ASSURANCES:** Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in Exhibit A (Work Plan) and to apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law.
- D.33) PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement

to qualified recipients of aid under Welfare and Institutions Code § 11200 in accordance with Public Contract Code § 10353.

- D.34) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Projects, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of 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 be remitted to State.
- D.35) REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36) RETENTION:** Notwithstanding any other provision of this Grant Agreement, State shall, for each project, withhold five percent (5.0%) until January 1, 2018 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 19, "Submissions of Reports", 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. State shall disburse retained funds to the Grantee.
- D.37) RIGHTS IN DATA:** 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 made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act., Government Code § 6250 *et seq.* 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 State for financial support. 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. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38) SEVERABILITY:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.39) STATE REVIEWS:** The parties agree that review or approval of projects applications, documents, permits, plans, and specifications or other project information by the State is for administrative purposes only and does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the projects.
- D.40) SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment if the State determines that:
- a) Grantee, its contractors, or subcontractors have made a false certification, or
 - b) Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.41) 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.42) TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

- D.43) TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 14, the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 14.
- D.44) TERMINATION WITHOUT CAUSE:** The State may terminate this Grant Agreement without cause on 30 calendar days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.45) THIRD PARTY BENEFICIARIES:** 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 Agreement, or any duty, covenant, obligation or understanding established herein.
- D.46) TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.47) 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.48) 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.
- D.49) WORKERS' COMPENSATION:** Grantee affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

**EXHIBIT E
AUTHORIZING RESOLUTION**

RESOLUTION NO. 15-083

**A RESOLUTION OF THE VENTURA COUNTY BOARD OF SUPERVISORS AUTHORIZING
THE COUNTY EXECUTIVE OFFICER, OR DESIGNEE, TO SUBMIT A 2015 PROPOSITION
84 IRWM IMPLEMENTATION GRANT 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 (IRWM) 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, beginning in 2014, WCVC stakeholders adopted the 2014 Watersheds Coalition of Ventura County IRWM Plan Update as required by the passage of Proposition 84; and

WHEREAS, the County of Ventura was authorized, designated and requested by the Watersheds Coalition of Ventura County to file an application for the 2015 IRWM 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 a 2015 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 a standard agreement to receive a grant for the implementation of the Watersheds Coalition of Ventura County Integrated Regional Water Management Plan.
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 to execute a standard grant agreement with the California Department of Water Resources.

Upon motion of Supervisor Parks, seconded by Supervisor Zaragoza, and duly carried, the Board hereby adopts the foregoing resolution on July 7, 2015.


Kathryn J. Long, Chair
Board of Supervisors

ATTEST:
Michael Powers,
Clerk of the Board of Supervisors
County of Ventura, State of California.

By: 
Deputy Clerk of the Board



EXHIBIT F
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:

Sponsored Project	Sponsor Agency	Agency Address
Project 1 – Grant Administration	County of Ventura	800 South Victoria Avenue Ventura, CA 93009
Project 2 – Water Wise Incentive Program	City of San Buenaventura (Ventura Water)	501 Poli St, Ventura, CA 93001
Project 3 – Camrosa Recycled Water Pipeline	Camrosa Water District	7385 Santa Rosa Road Camarillo, CA 93012
Project 4 – Pleasant Valley Mutual Water Company Desalter	Pleasant Valley Mutual Water Company (PVMWC)	1863 Las Posas Road Camarillo, CA 93010
Project 5 – Moorpark Desalter Phase 1	Ventura County Waterworks District No.1	800 South Victoria Avenue Ventura, CA. 93009
Project 6 – Santa Clara River Steelhead Coalition Restoration	California Trout, Inc. (CalTrout)	701 E. Santa Clara #18-20, Ventura, CA 93001

EXHIBIT G
REPORT FORMATS AND REQUIREMENTS

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

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A (Work Plan):

- Percent complete estimate.
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A (Work Plan):

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

Project Completion Reports shall generally use the following format.

Executive Summary

Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- Description of actual work completed and any deviations from Exhibit A. List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- Provide a copy of any final technical report or study, produced for this project as described in the Work Plan, if applicable
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

Costs and Dispositions of Funds

A list of showing:

- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
 - 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 versus planned progress as shown in Exhibit C.
- Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate) that the project was conducted in accordance with the approved work plan and any approved modifications thereto.
- Submittal schedule for the Post Performance Report.

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.
- If applicable, a short discussion on how the IRWM Plan will assist in reducing dependence on Delta water supplies.
- 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 summary of final funds disbursement for each project.

Additional Information

- Summary of the submittal schedule for the Post Performance Reports for each of the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

Report should be concise, and focus on how (each/the) project is actually performing compared to its expected performance; whether the project is being operated and maintained, and providing intended benefits as proposed.

Reports and/or products

- Time period of the annual report (e.g., January 2015 through December 2015)
- Short project description
- Discussion of the project benefits
- 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 21 of this Grant Agreement.
- Any additional information relevant to or generated by the continued operation of the project.

EXHIBIT H
REQUIREMENTS FOR STATEWIDE MONITORING AND 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 G.

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/gama/geotracker_gama.shtml. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program.

Groundwater Level Data

Grantee shall submit to DWR groundwater level data collected as part of this grant. Water level data must be submitted using the California Statewide Groundwater Elevation Monitoring (CASGEM) online data submission system. Grantee should use their official CASGEM Monitoring Entity or Cooperating Agency status to gain access to the online submittal tool and submit data. If the data is from wells that are not part of the monitoring network, the water level measurements should be classified as voluntary measurements in the CASGEM system. If the grantee is not a Monitoring Entity or Cooperating Agency, please contact your DWR grant project manager for further assistance with data submittal. The activity of data submittal should be documented in appropriate progress or final project reports, as described in Exhibit G. Information regarding the CASGEM program can be found at <http://www.water.ca.gov/groundwater/casgem/>.

EXHIBIT I
STATE AUDIT DOCUMENT REQUIREMENTS AND FUNDING MATCH GUIDELINES
FOR GRANTEES

State Audit Document Requirements

The list below details the documents/records that State Auditors typically reviewed in the event of a Grant Agreement being audited. Grantees should ensure that such records are maintained for each State funded Program/Project. Where applicable, this list of documents also includes documents relating to the Grantee's funding match which will be required for audit purposes.

Internal Controls:

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

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A list of all bond-funded grants, loans or subventions received from the State.
3. A list of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related, if applicable.
2. Contracts between the Grantee, member agencies, and project partners as related to the State funded Program/Project.

Invoices:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Grantee staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Grantee's

Project Files:

1. All supporting documentation maintained in the Program/Project files.
2. All Grant Agreement related correspondence.

Funding Match Guidelines

Funding Match consists of non-State funds including in-kind services. In-kind services are defined as work performed or items contributed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties involved) directly related to the execution of Exhibit A (Work Plan) (examples: volunteer services, equipment use, and facilities). The cost of in-kind service 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 may apply. Provided below is guidance for documenting funding match with and without in-kind services.

1. 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. Such documentation should include the following:
 - a. Detailed description of the contributed item(s) or service(s)
 - b. Purpose for which the contribution was made (tied to Grant Agreement Exhibit A (Work Plan))
 - c. Name of contributing organization and date of contribution
 - d. Real or approximate value of contribution. Who valued the contribution and how the value was determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (See item #2, below)
 - e. For contributed labor, the person's name, the work performed, the number of hours contributed, and the pay rate applied
 - f. If multiple sources exist, these should be summarized on a table with summed charges
 - g. Source of contribution and whether it was provided by, obtained with, or supported by government funds
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee's 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. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation.
3. Funding match contribution (including in kind services) shall be for costs and services directly attributed to activities included in the 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 the State funded Program/Project under the Grant Agreement.
4. Cash contributions made to a Program/Project shall be documented as revenue and in-kind services as expenditure. These costs should be tracked separately in the Grantee's accounting systems.

EXHIBIT J
PROJECT MONITORING PLAN GUIDANCE

Introduction

Please include a brief description of the project (maximum ~150 words) including project location, implementation elements, and need for project (what problem will the project address).

Project Monitoring Plan Components

The Project Monitoring Plan should contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (upon project completion, five years after completion, etc.)
- How often will monitoring be undertaken (monthly yearly, etc.).
- Where are monitoring point locations (ex: meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (ex: irrigation, pest management, weed abatement..)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g.: paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?



1055 Ventura Avenue
Oak View, CA 93022
Tel: (805) 649-2251
Fax: (805) 649-4485
Web: www.casitaswater.org

RESIDENTIAL WATER CONSERVATION SURVEY *HOLD HARMLESS AGREEMENT*

The customer at the below address is interested in reducing water use on his/her property and requests assistance from the Casitas Municipal Water District in doing so. It is the customer's option to implement part or all of the recommendations. Any activities beyond the water use survey conducted by the customer will be at the sole discretion, risk and cost of the customer.

This agreement gives the Casitas Municipal Water District technicians permission to enter and to be on the customer's property for the sole purpose of conducting a water conservation survey.

Customer agrees to defend, indemnify, protect and hold the Casitas Municipal Water District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of the customer or from conditions on the customer's property; provided, however, that customer's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the Casitas District, its agents, officers or employees in performing the work or services or supplying materials or equipment to the customer.

ESTUDIO RESIDENCIAL DE CONSERVACIÓN DEL AGUA *CONVENIO PARA EXIMIR DE RESPONSABILIDAD*

El cliente en el domicilio al calce está interesado/a en reducir el consumo de agua en su propiedad, por lo cual ha solicitado asistencia de la División de Recursos de Agua del Casitas Municipal Distrito de Agua. El cliente tendrá la opción de implementar todas o algunas de las recomendaciones para este propósito. Cualquier otro trabajo que se lleve a cabo por encima del estudio para la conservación del agua, será a discreción, riesgo y costo del cliente.

Este convenio otorga técnicos de la División de Recursos de Agua de la Casitas Distrito, el permiso para entrar y estar dentro de la propiedad del cliente exclusivamente con el propósito de llevar a cabo el estudio de conservación de agua.

El cliente está de acuerdo en defender, indemnizar, proteger, y exonerar a la Ciudad y sus agentes, oficiales y empleados de y contra cualquier demanda impuesta o de responsabilidad por daños o lesiones a cualquier persona o propiedad que surjan de, esté relacionada con o causada por o que reclame que fue causada por, actos u omisiones del cliente para indemnizar y eximir de responsabilidad no incluya cualquier demanda o responsabilidad que surja por negligencia exclusiva o culpa dolosa de la Ciudad, sus agentes, oficiales o empleados en la entrega de su trabajo o servicios o equipo al cliente.

Customer Signature / *Firma del Cliente*

Print Name / *Nombre*

Service Address / *Domicilio del Servicio*

Date / *Fecha*



TERMS & CONDITIONS

Please sign on reverse side and return with application.

Participants who receive funding through the Water Wise Incentive Program must abide by the following Terms and Conditions, as a condition for receiving rebates for removing water-intensive turf and replacing with drought-tolerant landscaping:

1. Applicants must be a direct customer of Casitas Municipal Water District (Casitas) with their legal name on the water account.
2. A copy of the application, signed Terms and Conditions, Casitas Hold Harmless agreement and recent water bill are required. Applicants are encouraged to apply online at www.removeyourturf.com through the customer portal with digital signature as an option.
3. Only one application per address or account will be issued. Apply for the maximum area you plan to convert.
4. Applicant is solely responsible for obtaining any necessary approvals/permits for their turf removal project from their HOA, if applicable.
5. All projects must be approved by Casitas prior to turf removal. Casitas may conduct a pre and/or post inspection for program qualifications.
6. All participants are required to submit a plant list and a to scale irrigation plan, before beginning their project. For plants to be allowable they must be on WUCOLS list or CA natives. For more plant water requirements, see www.VenturaCountyGardening.com and visit the "Lawn to Garden" section or http://ucanr.edu/sites/WUCOLS/Plant_Search/
7. No synthetic/artificial turf is eligible for rebates.

8. A minimum of 400 square-feet of turf must be removed. Exception: will be at the discretion of Casitas MWD.

9. Rebates for turf removal and replacement with drought- tolerant landscaping will be calculated for the amount of square footage removed and replanted (the rebate amount cannot exceed the cost of the Project) as follows:

a. \$2 per square foot for up to 1,600 square-feet (\$3,200 maximum rebate) for individual residential parcels/properties

b. \$2 per square foot for up to 3,200 square-feet (\$6,400 maximum rebate) for non-residential parcels/ properties and other "common area" multi-family residential properties

10. The replanted area must be a minimum of 33% of the area where turf was removed.

11. Rebates for turf removal and replacement are intended to cover labor costs to remove high water use grass or other non-drought tolerant landscape areas "high water use" and replanting conversion areas with "low water use" plants, permeable mulches, crushed rock/sand or decomposed granite, the services for a design professional, and disposal of the turf grass and vegetation, as well as installation of rainwater capture systems.

12. The Project must be completed within 90 days from the date of application approval to be eligible for the incentive payment. In the event the participant believes he/she will not be able to complete the Project within said time period, the participant may request (2) 30 day extensions. The terms and conditions of any extension, and the determination of whether to grant an extension, will be made at Casitas discretion. Any such request for an extension must be submitted via email to Casitas at least 10 days prior to expiration of the original 90 day period. Projects already completed prior to the official launch date are not eligible for a retroactive rebate.

13. Once the Project is complete, the participant must notify the Program Administrator at Casitas for final approval and payment of the incentive.

14. Before the incentive is paid to the participant, all receipts related to the project must be submitted to the Program Administrator at Casitas. Photocopies of receipts are acceptable. Program Participants should expect their rebate checks no later than 8 weeks from the time that they submit all required post-installation items.

15. Casitas reserves the right to refuse incentive disbursement if Casitas believes the Project is detrimental to the intent of the program. In the event any portion of Project area is determined to not be in compliance with Program conditions, Casitas may take any and all actions which may be available to enforce the Program conditions including, but not limited to, the penalties, service termination and other remedies set forth in Casitas' Rules and regulations governing water service and water users as said policies may be amended and revised from time to time. Said remedies may also include the requirement for repayment of the incentive payment, which Casitas may collect by any available means.

16. The completed Project area must remain in compliance with all Program conditions for a period of at least five years from the date of Project approval.

17. Incentives may be considered taxable income, and a signed IRS W-9 form is required for incentives of \$600 or more. Casitas is not responsible for any taxes, penalties, or interest that may be imposed in connection with your receipt of any incentive. Participants will not be reimbursed for sales tax.

19. Performance Tracking: Applicant/Program Participant certifies that he/she is the water service account holder of record and grants permission to Casitas or designee to allow the use of water service records on file with Casitas, from three years prior to the Project up to ten years after Project implementation for research, grant funding requirements, and promotional purposes.

20. Publicity Release: Applicant/Program Participant hereby grants Casitas all rights necessary to publish, disseminate, and promote the Program using pictures, videos, landscape plans, cost and water use data and other information.

21. Site Access: Applicant/Program Participant shall permit Casitas access to the Project site upon

reasonable notice at a mutually agreeable time. This site access may be utilized to: (1) verify compliance with the Program, including the condition of the landscape prior to and after the Project installation, the square-footage of the Program landscape area, the efficiency of the new irrigation system, and verify conformance with the Program prior to final payment by Casitas.

22. Rebate amounts and Program requirements are subject to change at any time over the course of the Program. Once an application is submitted and approved, the maximum allowed rebate amounts and incentives are "locked-in" and Applicant/Program Participant is not entitled to higher rebate amounts or additional incentives, should they become available at a later date. No retroactive or increased rebate amounts will be provided once an application is approved.

23. Applicant/Program Participant will save, keep and hold harmless the District, its officers, officials, employees, agents and volunteers from all damages, costs or expenses in law or equity that may at any time arise or be claimed because of damages to property, or personal injury received by reason of or in the course of performing work in connection with this Program, which may be caused by any willful or negligent act or omission by the Applicant/ Program Participant or any of the Applicant/Program Participant's contractors. Casitas will not be liable for any accident, loss or damage to the work in connection with this Program.

I, the undersigned, have read, understand, and agree to these Terms and Conditions.

Signature of Applicant/Program Participant Date

Printed Name of Applicant /Name on Meter Account

Serviced Street Address

Contact Phone Number



Ocean Water Desalination Forum

Thursday, December 1, 2016

6:00 p.m.

Ventura County Government Center
Board of Supervisors Chambers

Join Supervisor Steve Bennett and expert presenters for an informational session to learn more about ocean water desalination (desal). Some of the top leaders in the field of desal in California will discuss their existing and pending desal projects, the advantages, disadvantages and economics of desal as well as the prospects, opportunities and challenges for ocean water desal.

Presenters include:

Joshua Haggmark, City of Santa Barbara
Tom Luster, California Coastal Commission
Scott Maloni, Poseidon Water
Susan Mulligan, Calleguas Municipal Water District

The Ventura County Government Center is located at
800 S. Victoria Avenue, Ventura,
The public is invited to attend.

CASITAS MUNICIPAL WATER DISTRICT

MINUTES
Finance Committee

DATE: November 18, 2016
TO: Board of Directors
FROM: General Manager, Steve Wickstrum
Re: Finance Committee Meeting of November 18, 2016, at 0930 hours, recessed and reconvened at 1330 hours.

RECOMMENDATION:

It is recommended that the Board of Directors receive and file this report.

BACKGROUND AND OVERVIEW:

1. **Roll Call.**

Director Peter Kaiser and Director Mary Bergen
General Manager, Steve Wickstrum
Accounting Manager/Treasurer, Denise Collin
Paul Kaymark, Auditor, The Punn Group

2. **Public Comments.** None.

3. **Board/Management comments.**

The General Manager informed the Committee that staff has met with a representative of Hawksley Consulting to develop a work schedule and list of data needed by the consultant to perform the initial water rate analysis.

Director Kaiser asked for a description of the audio system that is planned to be installed in the Board room. A description was provided.

4. **Presentation of the draft 2015/2016 Comprehensive Annual Financial Report.**

The presentation and review of the CAFR was delayed until the afternoon due to a scheduling hardship of the auditor. A final CAFR will be moved to the Board in December.

5. **Discussion regarding the bids for the sediment study of Lake Casitas.**

The General Manager presented that eleven proposals for the study had been received by the engineering department, currently under review and comparison, and that the recommendation from staff will not be ready for presentation to the Board on November 23rd. The proposals presented a wide variety of methods to determine the sediment loading and current volume of Lake Casitas.

6. **Review of the Financial Statement for September 2016.**

The Committee reviewed the financial statement and discussed revenue, expenses. Specific questions were asked about the increase in credit card fees in the recreation expenses. Denise will be considering a change of the merchant for credit card handling.

Denise Collin pointed out a carry-over error in calculating the benefits for the Administration Section. This will be corrected in the preparation of the FY 2017-18 Budget.

The General Manager discussed reconsideration of certain projects in light of continuing drought.

7. **Review of the Water Consumption for September 2016.**

The Committee reviewed the water consumption numbers for the first three months of the fiscal year.

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: STEVE WICKSTRUM, GENERAL MANAGER
FROM: RON MERCKLING, PUBLIC AFFAIRS/RESOURCE MANAGER
SUBJECT: WATER CONSERVATION OCTOBER 2016 UPDATE
DATE: NOVEMBER 10, 2016

During the month of October 2016, the following activities were taken by the Water Conservation Department:

- Facebook and Website updates
- Media relations:
 - October 5, Interview on Charter Edition – Aired on November 11.
<https://www.youtube.com/watch?v=Gi91jvrcLGO>
 - October 10, spoke with Crawford Coates, reporter with Craftsmanship and Calibre Press, regarding the history of Lake Casitas and the drought.
 - October 10, spoke with Cheri Carlson, Ventura County Star
 - October 10, spoke with Bill Warner, Ojai Valley News about recent State Water Resources Control Board's conservation numbers and how they were misleading due to agriculture water use.
 - October 26, spoke with Cheri Carlson about Recreation during the drought.
- Managing Cross-connection control program, working on upgrades to program
 - 130 BF Communications for October to include
 - Letters
 - Test Forms
 - Re-sent documents via Fax or Email
 - Plus 32 individualized incoming calls/emails
- State Water Resources Control Board monthly report filed
- Prepared 60 Information packets for AWA bus tour
- Continued meetings and phone calls with dozens of customers regarding allocation program
- 5 water surveys completed
- Responded to 12 water waste reports. Some of these reports required site visits, phone calls, coordinating with other agencies, and mailings
- September rebates:
 - 5 High Efficiency Toilet rebate
- Landscape sign program – 4 signs provided in October
- Media Advertising:
 - Facebook ad conservation penalty increase
 - Ojai Valley Newspaper and website – ads for conservation penalty increase

- Attended the following meetings:
 - Garden Club – Cinnamon McIntosh presented to about 40 people
 - Ojai Day Booth – Highest community engagement of any past Ojai Day regarding drought issues.
 - Water Shortage Contingency Plan DWR update process webinar
 - Ventura County PIO meeting
 - CAPIO Regional Workshop
 - CUWCC Plenary Meeting
 - Urban Advisory Group Webinar on new State Standards

**CASITAS MUNICIPAL WATER DISTRICT
TREASURER'S MONTHLY REPORT OF INVESTMENTS
11/18/16**

Type of Invest	Institution	CUSIP	Date of Maturity	Adjusted Cost	Current Mkt Value	Rate of Interest	Date of Deposit	% of Portfolio	Days to Maturity
*TB	Federal Farm CR Bank	31331VWN2	4/13/2026	\$929,409	\$888,237	1.901%	5/9/2016	4.66%	3385
*TB	Federal Farm CR Bank	3133EFK71	3/9/2026	\$854,037	\$841,462	2.790%	3/28/2016	4.41%	3351
*TB	Federal Farm CR Bank	3133EFYH4	2/8/2027	\$1,015,277	\$1,000,230	3.000%	3/24/2016	5.25%	3680
*TB	Federal Farm CR Bank	3133EGWD	9/29/2027	\$694,629	\$675,376	2.354%	11/17/2016	3.54%	3911
*TB	Federal Home Loan Bank	3130A3DL	9/8/2023	\$1,586,009	\$1,518,450	1.486%	10/13/2016	7.96%	2450
*TB	Federal Home Loan Bank	313379EE5	6/14/2019	\$1,367,049	\$1,361,543	1.625%	10/3/2012	7.14%	926
*TB	Federal Home Loan Bank	3130A0EN	12/10/2021	\$543,368	\$524,755	1.107%	5/9/2016	2.75%	1822
*TB	Federal Home Loan Bank	3130A5R35	6/13/2025	\$769,457	\$740,876	2.875%	2/19/2016	3.89%	3085
*TB	Federal Home Loan Bank	313383YJ4	9/8/2023	\$473,706	\$445,847	1.203%	7/14/2016	2.34%	2450
*TB	Federal Home Loan Bank	3130AIXJ2	6/14/2024	\$937,719	\$875,251	2.875%	8/2/2016	4.59%	2726
*TB	Federal Home Loan Bank	3133XFKF	6/11/2021	\$662,153	\$653,066	5.625%	1/16/2013	3.42%	1643
*TB	Federal Home Loan MTG Corp	3137EABA	11/17/2017	\$1,036,949	\$1,042,310	5.125%	1/3/2012	5.47%	359
*TB	Federal Home Loan MTG Corp	3137EADB	1/13/2022	\$676,923	\$681,218	2.375%	9/8/2014	3.57%	1855
*TB	Federal National Assn	31315P2J7	5/1/2024	\$804,723	\$758,959	1.721%	5/1/2016	3.98%	2683
*TB	Federal National Assn	3135G0ZR	9/6/2024	\$1,482,998	\$1,424,281	2.625%	5/25/2016	7.47%	2808
*TB	Federal National Assn	3135G0K3	4/24/2026	\$2,531,485	\$2,403,700	2.125%	5/25/2016	12.60%	3396
*TB	US Treasury Inflation Index NTS	912828JE1	7/15/2018	\$1,127,817	\$1,159,249	1.375%	7/6/2010	6.08%	597
*TB	US Treasury Inflation Index NTS	912828MF	1/15/2020	\$1,126,575	\$1,172,744	1.375%	11/18/2015	6.15%	1137
*TB	US Treasury Note	912828WE	11/15/2023	\$768,692	\$798,622	2.750%	12/13/2013	4.19%	2517
Accrued Interest					\$103,925				
Total in Gov't Sec. (11-00-1055-00&1065)				\$19,388,978	\$19,070,099			99.98%	
Total Certificates of Deposit: (11.13506)				\$0	\$0			0.00%	
**	LAIF as of: (11-00-1050-00)		N/A	\$449	\$449	0.61%	Estimated	0.00%	
***	COVI as of: (11-00-1060-00)		N/A	\$2,859	\$2,854	0.73%	Estimated	0.01%	
TOTAL FUNDS INVESTED				\$19,392,286	\$19,073,403			100.00%	
Total Funds Invested last report				\$20,193,910	\$20,308,481				
Total Funds Invested 1 Yr. Ago				\$19,131,290	\$19,266,605				
****	CASH IN BANK (11-00-1000-00) EST.			\$5,257,481	\$5,257,481				
	CASH IN Western Asset Money Market			\$11,451	\$11,451	0.01%			
TOTAL CASH & INVESTMENTS				\$24,661,218	\$24,342,335				
TOTAL CASH & INVESTMENTS 1 YR AGO				\$22,173,042	\$22,308,357				
*CD	CD - Certificate of Deposit								
*TB	TB - Federal Treasury Bonds or Bills								
**	Local Agency Investment Fund								
***	County of Ventura Investment Fund								
	Estimated interest rate, actual not due at present time.								
****	Cash in bank								

No investments were made pursuant to subdivision (i) of Section 53601, Section 53601.1 and subdivision (i) Section 53635 of the Government Code.
All investments were made in accordance with the Treasurer's annual statement of investment policy.