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FOR STATE USE ONLY  
DGS REGISTRATION NO.

PROPOSITION 50  
INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANT  
AGREEMENT  
BETWEEN THE  
STATE WATER RESOURCES CONTROL BOARD, hereinafter called "State" or "State Water Board"  
AND

County of Ventura, hereinafter called "Grantee"

Watersheds Coalition of Ventura County IRWM Implementation Project, hereinafter called "Project"

AGREEMENT NO. 07-540-550-0

State and Grantee hereby agree as follows:

PROVISIONS. The following provisions authorize the State Water Board to enter into this type of Grant Agreement:

Water Code, § 79560 et seq.

PURPOSE. State shall provide a grant to and for the benefit of Grantee for the purpose of implementing actions identified in the Watersheds Coalition of Ventura County (WCVC) IRWM Plan. The objectives of the WCVC IRWM Plan are to: (1) reduce dependence on imported water and protect, conserve, and augment water supplies; (2) protect and improve water quality; (3) protect people, property, and the environment from adverse flooding impacts; (4) protect and restore habitat and ecosystems in watersheds; and (5) provide water-related recreational public access and educational opportunities.

GRANT AMOUNT. The maximum amount payable under this Agreement shall not exceed \$25,000,000.

TERM OF AGREEMENT. The term of the Agreement shall begin on SEPTEMBER 1, 2007 and continue through Project completion plus twenty-three (23) years unless otherwise terminated or amended as provided in the Agreement. **HOWEVER, ALL WORK SHALL BE COMPLETED BY MARCH 1, 2012. ABSOLUTELY NO FUNDS MAY BE REQUESTED AFTER APRIL 1, 2012.**

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Agreement will be:

State Water Resources Control Board	Grantee: County of Ventura
Name: Ms. Erin Ragazzi, Grant Manager	Name: Ms. Sue Hughes, Project Director
Address: 1001 I Street, 16 <sup>th</sup> Floor Sacramento, CA 95814	Address: 800 South Victoria Avenue Ventura, CA 93009
Phone: (916) 341-5733	Phone: (805) 654-3836
Fax: (916) 341-5707	Fax: (805) 477-1995
e-mail: <a href="mailto:enragazzi@waterboards.ca.gov">enragazzi@waterboards.ca.gov</a>	e-mail: <a href="mailto:Susan.Hughes@ventura.org">Susan.Hughes@ventura.org</a>

Direct all inquiries to:

State Water Resources Control Board	Grantee: County of Ventura
Section/Unit: Division of Financial Assistance	Section/Unit:
Attention: Ms. Pam Nichols, Program Analyst	Attention: Ms. Sue Hughes, Project Director
Address: 1001 I Street, 17 <sup>th</sup> Floor	Address: 800 South Victoria Avenue

Sacramento, CA 95814	Ventura, CA 93009
Phone: (916) 341-5909	Phone: (805) 654-3836
Fax: (916) 341-5296	Fax: (805) 477-1995
e-mail: pnichols@waterboards.ca.gov	e-mail: Susan.Hughes@ventura.org

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

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

- Exhibit A Scope of Work
- Exhibit B Invoicing, Budget Detail, and Reporting Provisions
- Exhibit C General Conditions – Proposition 50 IRWM Implementation Grants
- Exhibit D Special Conditions – Proposition 50 IRWM Implementation Grants

GRANTEE REPRESENTATIONS. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding. The Grantee shall comply with and require its contractors, subcontractors, and sub-grantees to comply with all applicable laws, policies, and regulations.

DEFINITIONS. The following defined terms apply throughout this Agreement.

"Component" hereinafter means the individually implemented projects which together comprise the "Watersheds Coalition of Ventura County IRWM Implementation Project" (Project). The individual components that comprise this Project will be enumerated in Exhibit A.

"Sub-grantee" hereinafter means the entity responsible for implementing one or more components.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates set forth below.

By: *Linda Parks*  
Grantee Signature (IN BLUE INK)

By: *Barbara L. Evoy*  
Barbara L. Evoy, Deputy Director  
Division of Financial Assistance,  
State Water Resources Control Board

LINDA PARKS  
Grantee Typed/Printed Name

10/19/07  
Date

**CHAIR, BOARD OF SUPERVISORS** 10.9.07  
Title and Date

Reviewed by: AI  
Office of Chief Counsel  
Date: 10-17-07



Sacramento, CA 95814	Ventura, CA 93009
Phone: (916) 341-5909	Phone: (805) 654-3836
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By: \_\_\_\_\_  
 Grantee Signature (IN BLUE INK)

By: \_\_\_\_\_  
 Barbara L. Evoy, Deputy Director  
 Division of Financial Assistance,  
 State Water Resources Control Board

\_\_\_\_\_  
 Grantee Typed/Printed Name

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title and Date

Reviewed by:  
 Office of Chief Counsel  
 Date:

EXHIBIT A  
SCOPE OF WORK

1. PLANS AND COMPLIANCE REQUIREMENTS:

- 1.1. In order for the State Water Board staff to verify work was adequately performed or conducted, global positioning system (GPS) information for component sites and monitoring locations must be identified for this Project prior to any disbursements related to monitoring requirements. Submittal requirements for GPS data are available at <http://www.waterboards.ca.gov/funding/grantinfo.html>.
- 1.2. The Grantee shall prepare and implement a Project Assessment and Evaluation Plan (PAEP) to detail the methods of measuring Project benefits and reporting them in accordance with a PAEP. All components that propose pollution load and/or concentration reductions must report such reductions annually. Use the 319(h) Non Point Source Pollution Reduction Project Follow-up Survey Form found at [http://www.waterboards.ca.gov/funding/docs/grantinfo/319h\\_pollution\\_survey.xls](http://www.waterboards.ca.gov/funding/docs/grantinfo/319h_pollution_survey.xls) or a similar format to report annual load reductions. Components protecting, restoring or creating streams, shorelines, or wetlands, must report an annual accounting of the acres of wetlands restored and created, feet of stream bank and shoreline protected and feet of stream channel stabilized. The Grantee shall not implement monitoring and performance assessment and/or evaluation actions prior to PAEP approval by the Grant Manager. The Grantee shall provide annual updates on the status of compliance with and progress towards meeting the project goals, targets, and load reductions outlined in the PAEP for each component. If corrections to the PAEP are needed, these shall be approved in advance by the Grant Manager. Guidance for preparing the PAEP is available at <http://www.waterboards.ca.gov/funding/paep.html>.
- 1.3. If environmental water quality monitoring (chemical, physical, or biological) is undertaken, the Grantee shall prepare, maintain, and implement a Monitoring Plan (MP). The MP shall include, but is not limited to, a description of the monitoring objectives, types of constituents to be monitored, and the sampling location frequency/schedule for the monitoring activities. The MP will include the schedule for submittal of monitoring reports. The Grantee shall be prohibited from implementing any sampling or monitoring activities prior to approval of the MP by the Grant Manager. No monitoring may occur prior to MP approval. Any changes to the MP must be submitted to the Grant Manager for review and a decision regarding approval prior to implementation.
- 1.4. If a MP is prepared, the Grantee shall also prepare, maintain, and implement a Quality Assurance Project Plan (QAPP) in accordance with the State Water Board's Surface Water Ambient Monitoring Program's (SWAMP) QAPP and data reporting requirements, and the USEPA QAPP, EPA AQ/R5, 3/01. Water quality monitoring data includes physical, chemical, and biological monitoring of any surface water. Electronic submittal of data collected in accordance with SWAMP shall be required. The QAPP shall be submitted to the State Water Board's Quality Assurance (QA) Officer for review and a decision regarding approval prior to the Grantee implementing any sampling or monitoring activities. No monitoring may occur prior to QAPP approval. Any costs related to monitoring data collected prior to and not supported by the approved QAPP will not be reimbursed. Guidance for preparing the QAPP is available at <http://www.waterboards.ca.gov/swamp/qapp.html>.
- 1.5. Any component that affects groundwater quality must include monitoring. Monitoring data must be in an electronic format that allows for integration into statewide monitoring efforts, including but not limited to, the Groundwater Ambient Monitoring Assessment Program (GAMA). Groundwater monitoring data deliverables are to be compliant with the electronic formats contained in California Code of Regulations, Title 23 (Division 3, Chapter 30, Articles 1 and 2), and Title 27 (Division 3, Subdivision 2, Chapters 1 and 2).
- 1.6. All components are required to comply with the California Environmental Quality Act (CEQA). Work on a component subject to CEQA cannot begin until the State Water Board has reviewed the CEQA documentation submitted by the Grantee and given environmental clearance. If the work is conducted on federal land, the Grantee must also comply with the National Environmental Policy Act (NEPA).
- 1.7. The Grantee must submit copies of the most recent three (3) years of audited financial statements for each sub-grantee. The submittal must also include:
  - 1.7.1. Balance sheets, statements of sources of income and uses of funds, a summary description of existing debts including, but not limited to bonds, and the most recent annual budget;
  - 1.7.2. Separate details for the water enterprise fund (if applicable);
  - 1.7.3. A list of all cash reserves, restricted and unrestricted, and any planned uses of those reserves; and
  - 1.7.4. Any loans required for project funding and a description of the repayment method of any such loans.

Equivalent documentation may be submitted at the discretion of the Grant Manager. Submission of these documents shall constitute a condition precedent to the disbursement of grant funds. The State Water Board shall retain the grant funds for each component until the documents for that sub-grantee are submitted to the reasonable

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satisfaction of the State Water Board. Once acceptable documents are submitted, any withheld grant funds shall be promptly disbursed to the Grantee, without interest.

- 1.8. If landowner agreements are required, signed copies must be submitted to the Grant Manager before work begins.
- 1.9. If permits are required, the permits must be obtained and signed copies submitted to the Grant Manager before work begins.
- 1.10. State Disclosure Requirements – Include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

“Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the State Water Resources Control Board, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.” (Gov. Code, § 7550; 40 CFR 31.20)

Signage shall be posted in a prominent location at component sites (if applicable) and shall include the State Water Board logo (available from the Program Analyst) and the following disclosure statement:

“Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board”

- 1.11. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this work item. (Gov. Code, § 7550)

2. WORK TO BE PERFORMED BY GRANTEE:

The goal of the Project is to implement components of the WCVC IRWM Plan. The WCVC IRWM Plan covers the three (3) watersheds in Ventura County: Calleguas Creek (CC), Santa Clara River (SC), and Ventura River (V). The Project includes the implementation of eleven (11) components of the WCVC IRWM Plan. The participating agencies have consented to implementing their respective components by signing a Memorandum of Understanding with the County of Ventura.

**2.1. Calleguas Regional Salinity Management Pipeline (SMP) Project - Hueneme Outfall Replacement (CC-1) (\$3,345,000)**

The work of component one (C1) of the Project includes the construction of the Hueneme Outfall Replacement for the SMP Project. The SMP will manage the use of both highly treated municipal wastewater and saline groundwater, thereby facilitating beneficial use of local water resources capable of providing desalted groundwater for municipal, industrial, and agricultural use and reducing the need to import water to the region. C1 involves construction of a replacement outfall to discharge saline water collected through the SMP to the Pacific Ocean.

- 2.1.1 Conduct geotechnical investigations, data collection, and surveying for the design of the SMP and construction of the outfall.
- 2.1.2 Prepare technical memoranda to form the foundation of the preliminary design report and submit to the Grant Manager for review.
- 2.1.3 Prepare preliminary design report that includes component constraints, assessment of existing outfall conditions, proposed facilities, environmental permitting and regulations, and cost estimates and submit to the Grant Manager for review.
- 2.1.4 Prepare plans and specifications at the sixty percent (60%) and one hundred percent (100%) completion levels for the construction of the outfall and construction of the SMP and submit to the Grant Manager. Grant funds for this component may not be disbursed until final plans and specifications are accepted by the Grant Manager.
- 2.1.5 Construct the SMP and outfall per the plans and specifications.

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- 2.1.6 Document the construction through photo documentation and As-Built Drawings and submit to the Grant Manager.

**2.2. Camarillo Groundwater Treatment Facility (CC-3) (\$5,500,000)**

The work of component two (C2) of the Project includes the construction of a groundwater treatment facility to desalt unusable groundwater for use in increasing the water supply reliability and export salts of the Calleguas Creek Watershed through disposal of saline water.

- 2.2.1 Submit land acquisition documents in compliance with land acquisition projects as outlined in Section 3 of Exhibit A.
- 2.2.2 Submit summaries of the completed pilot studies demonstrating the results of using high-pressure membrane treatment technologies for desalting in conjunction with low-pressure membrane treatment technologies for pretreatment to recover currently unusable brackish groundwater.
- 2.2.3 Prepare and submit a complete facilities plan that includes the following: study area characteristics; water supply characteristics and facilities; estimate of total capital costs and annual operation and maintenance costs; map of service area; written record of public meeting(s); documentation showing the capability to construct, operate, and maintain C2 facilities throughout the service life; discussion of selected alternative, design criteria, construction cost, and water quality and other non-monetary benefits of C2; and an implementation schedule for C2 completion. Equivalent documentation may be submitted at the discretion of the Grant Manager.
- 2.2.4 Prepare plans and specifications at the fifty percent (50%) and one hundred percent (100%) completion levels for the construction of the groundwater treatment facility and submit to the Grant Manager. Grant funds for this component may not be disbursed until final plans and specifications are accepted by the Grant Manager.
- 2.2.5 Construct the groundwater treatment facility per the final plans and specifications.
- 2.2.6 Document the construction through photo documentation and as-built drawings and submit to the Grant Manager.
- 2.2.7 In addition to the requirements of Exhibit B Items 6.4 and 6.5 (Draft Component Report and Final Component Report), include: a description of C2 as completed, its features, capacity, and treatment capability. The draft report shall be submitted within ninety (90) days after C2 Initiation of Operation.
- 2.2.8 Prepare and submit a Performance Certification Report (PCR) one (1) year after initiation of operations that includes the above listed information and certifies to the Grant Manager whether or not the component, as of that date, meets applicable design specifications and effluent limitations. The PCR must include a description of the test conditions, comparison of the actual performance of the funded component with expected performance, and the component's ability to meet objectives. The PCR should assess individual unit processes for possible operational adjustments to optimize plant reliability. If the Grantee cannot certify that the component meets such specifications and limitations at that time, the Grantee will, at its own expense and in a timely manner, expeditiously make all needed corrections and perform all additional work necessary to allow affirmative certification for the component.

**2.3. Ventura County Waterworks District (VCWWD) 1 - Recycled Water System (CC-7) (\$1,000,000)**

The work of component three (C3) of the Project includes the construction of recycled water pipeline and an aboveground storage tank to expand the use of recycled water.

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- 2.3.1 Prepare and submit a complete facilities plan that addresses the areas outlined in *Appendix B of the 2004 Water Recycling Funding Program Guidelines*. The areas addressed in the Facilities Plan shall include, but not be limited to, the following: description of treatment requirements for discharge and reuse; description of recycled water market including description of all users or categories of potential users and related data such as type of use, expected annual recycled water use and peak use; discussion of component alternatives evaluated and recommended alternative (C3); discussion of cost-effectiveness including unit cost calculations, water quality and non-monetary benefits for C3, and discussion of interagency service agreements required. Equivalent documentation may be submitted at the discretion of the Grant Manager.
- 2.3.2 Prepare and submit to Grant Manager recycled water market assurances in the form of mandatory use ordinances or user contracts for existing users. An existing user is an entity that currently exists or will exist before the completion of component construction, and is using or would be expected to use water if recycled water were not made available. For future users, prepare and submit to Grant Manager a description of each user and schedule of connection. A future user is an entity that currently does not exist and will not exist before the completion of component construction.
- 2.3.3 Prepare one hundred percent (100%) plans and specifications for the construction of an aboveground storage tank and recycled water pipeline and submit to the Grant Manager. Grant funds for this component may not be disbursed until final plans and specifications are accepted by the Grant Manager.
- 2.3.4 Construct the aboveground storage tank and recycled water pipeline per the final plans and specifications.
- 2.3.5 Document the construction through photo documentation and as-built drawings and submit to the Grant Manager.
- 2.3.6 Prepare and submit to Grant Manager a complete construction financing plan consisting of an up-to-date capital cost estimate, cash flow analysis, and sources and amount of funds for capital costs.
- 2.3.7 In addition to the requirements of Exhibit B Items 6.4 and 6.5 (Draft Component Report and Final Component Report), include the following items. The draft component report must be submitted within one hundred twenty (120) days after completion of construction.
  - Brief description of C3 as completed, its features, capacity, current and planned recycled water uses and users;
  - Total eligible costs and total costs including change orders;
  - The amount of any unexpended grant funds;
  - The total amount of assistance funds received from all sources and the allocation of those funds to C3's costs;
  - The amount of interest earned, if any, on C3 funds before expenditure on incurred C3 costs. If no interest has been earned, this fact shall be expressly stated;
  - The Grantee shall certify the report as correct, that costs attributed to the component have been incurred in the amounts and for the purposes represented, and that the work or material for which payment has been requested is satisfactory. Any change in the information supplied shall be promptly reported to the Grant Manager.
  - Within sixty (60) days of receiving comments from the Grant Manager on the draft Project Report, the final Project Report incorporating comments, shall be submitted to the Grant Manager for approval.

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- 2.3.8 Prepare and submit annual reports to the Grant Manager for a period of not less than five (5) years, commencing with completion of construction, as determined by the State Water Board, through one (1) full year after all proposed recycled water users included in C3 are connected for service. Reports will be submitted to the Grant Manager in hard copy and electronically.

The first annual report is due on February 28 following the first complete calendar year of operation and shall cover the period from the completion of construction through the end of the first full calendar year thereafter. Subsequent annual reports are due by February 28 following the year covered. The annual reports shall be prepared in accordance with the "Water Recycling Funding Program Guidelines for Annual Progress Reports," dated September 2002, or any successor guidelines.

The annual reports shall be prepared in accordance with the "Water Recycling Funding Program Guidelines for Annual Progress Reports," dated September 2002. The reports shall briefly review the operation of C3 during the preceding year, identify current users and User Contracts, provide monthly C3 water deliveries to each user, the amount of fresh/potable water usage offset by the use of recycled water, and monthly amounts of water from each source delivered through C3 facilities, list the funds received from other State and federal agencies for C3 during the period by agency, the amount, whether grants or loans, and a description of the facilities, components, and items the funds were used for; list the power and maintenance costs associated with C3 for the period, indicate current plans and programs for use of any C3 capacity not under contract, summarize C3 financial experience, describe compliance with any special conditions of this contract, and provide such other information as may be reasonably required to evaluate C3 benefits and use of C3 facilities.

- 2.3.9 Certification. One (1) year after initiation of operations, the Grantee shall certify to the State Water Board whether or not C3, as of that date, meets the performance standards agreed upon as part of final plans and specifications acceptance, including the quality of recycled water and the expected deliveries of recycled water during the first year of operation. If the Grantee cannot certify that C3 meets such performance standards at that time, the Grantee will, at its own expense and in a timely manner, expeditiously make all needed corrections and perform all additional work necessary to allow affirmative certification for C3.
- 2.3.10 If seeking funds from the Water Recycling Funding Program (WRFP) for the implementation of C3, all submittals and policies shall comply with the Water Recycling Funding Program Guidelines, adopted on October 21, 2004, or any successor versions/document. If seeking funds from the State Revolving Fund (SRF) Loan Program for the implementation of C3, all submittals and policies shall comply with the "Policy for Implementing the State Revolving Fund for Construction of Wastewater Treatment Facilities," as amended on September 22, 2005, or any successor versions/documents.

**2.4. Calleguas Creek Watershed Arundo/Tamarisk Programmatic Environmental Impact Report (EIR)/Environmental Assessment (EA) and Pilot Removal Project (CC-10) (\$1,155,000)**

The work of component four (C4) of the Project includes the development of a programmatic review and permitting process to facilitate the removal of invasive species primarily, Arundo Donax (Arundo) and tamarisk, through the development of a long-term implementation plan and pilot project.

- 2.4.1 Prepare a Long-Term Arundo/Tamarisk Removal Implementation Plan for the removal of arundo and tamarisk in the Calleguas Creek Watershed and submit to the Grant Manager for review.
- 2.4.2 Prepare programmatic CEQA/NEPA documents, including biological assessment for the Long-Term Arundo/Tamarisk Removal Implementation Plan and submit to Grant Manager.
- 2.4.3 Prepare programmatic permits for the Long-Term Arundo/Tamarisk Removal Implementation Plan and submit to Grant Manager.



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- 2.4.4 Prepare the Pilot Removal Implementation Plan and submit to the Grant Manager.
- 2.4.5 Prepare and submit GPS information for monitoring locations and Pilot Removal Project per the GPS requirement (<http://www.waterboards.ca.gov/funding/grantinfo.html>).
- 2.4.6 Obtain signed Memoranda of Understanding with agencies that will assist with the implementation of the Long-Term Implementation Plan or Pilot Removal Project.
- 2.4.7 Implement the Pilot Removal Project.
- 2.4.8 Document the implementation of the Pilot Removal Project through photo documentation and submit to the Grant Manager.

**2.5. Simi Valley Tapo Canyon Water Treatment Plant (CC-11) (\$1,500,000)**

The work of component five (C5) of the Project includes construction of the Simi Valley Tapo Canyon Water Treatment Plant to reduce water demand from the Ventura County Wastewater District and reliance of State Water Project water.

- 2.5.1 Prepare and submit a Monitoring Plan in accordance with Department of Public Health (DPH) requirements.
- 2.5.2 Prepare and submit a Quality Assurance Project Plan in accordance with DPH requirements.
- 2.5.3 Prepare and submit a complete facilities plan that includes the following: study area characteristics; water supply characteristics and facilities; estimate of total capital costs and annual operation and maintenance costs; map of service area; written record of public meeting(s); documentation showing the proponent has the capability to construct, operate, and maintain C5 facilities throughout the service life; discussion of selected alternative, design criteria, construction cost, water quality, and other non-monetary benefits of C5; and an implementation schedule for C5 completion. Equivalent documentation may be submitted at the discretion of the Grant Manager.
- 2.5.4 Prepare one hundred percent (100%) plans and specifications for the construction of the groundwater treatment facility and submit to the Grant Manager. Grant funds for this component may not be disbursed until final plans and specifications are accepted by the Grant Manager.
- 2.5.5 Construct the Simi Valley Tapo Canyon Water Treatment Plant per the final plans and specifications.
- 2.5.6 Document the construction through photo documentation and as-built drawings and submit to the Grant Manager.
- 2.5.7 In addition to the requirements of Exhibit B Items 6.4 and 6.5 (Draft Component Report and Final Component Report), include the following items: description of C5 as completed, its features, capacity, and treatment capability. The draft report shall be submitted within ninety (90) days after C5 initiation of operation.
- 2.5.8 Prepare and submit a PCR one (1) year after initiation of operations that includes the above listed information and certify to the Grant Manager whether or not the component, as of that date, meets applicable design specifications and effluent limitations. The PCR must include a description of the test conditions, comparison of the actual performance of the funded component with expected performance, and the component's ability to meet objectives. The PCR should assess individual unit processes for possible operational adjustments to optimize plant reliability. If the Grantee cannot certify that the component meets such specifications and limitations at that time, the Grantee will, at its own expense and in a timely manner, expeditiously make all needed

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corrections and perform all additional work necessary to allow affirmative certification for the component.

**2.6. El Rio Forebay Groundwater Contaminant Elimination Project (GCEP) (SC-1) (\$3,051,000)**

The work of component six (C6) of the Project is the construction of Phase 7 of the El Rio GCEP, which includes the construction of approximately six-thousand, two-hundred (6,200) linear feet of sewer lines to replace approximately one-hundred, eighty-five (185) existing septic systems. The connection fees and the cost of constructing lateral connections from private properties to the sewer main and the cost to abandon privately owned septic systems are not eligible for grant funding. Though the privately owned laterals are not eligible for grant funding, the costs associated with construction of privately owned laterals may be used as match dollars. County of Ventura payment for sewer connection fees to the City of Oxnard may also be used as match. Lateral connections refer to the lateral on the private property side and not the piece constructed from the main to the private property that is within the public right of way.

- 2.6.1 Prepare and submit a complete facilities plan for construction of C6 and submit to Grant Manager.
- 2.6.2 Prepare and submit the one hundred percent (100%) plans and specifications of Phase 7 of the El Rio GCEP to the Grant Manager. Grant funds for this component may not be disbursed until final plans and specifications are accepted by the Grant Manager.
- 2.6.3 The Grantee and the Grant Manager shall mutually agree to project performance standards and a construction schedule to be submitted to the Grant Manager. The project performance standards shall be used to determine whether or not C6 meets applicable design specifications for this component, thereby eliminating contaminants from septic system discharge in the project area.
- 2.6.4 Prepare and submit the bidding documents to the Grant Manager.
- 2.6.5 Notify the Grant Manager in writing both of the award of the prime construction contract for C6 and the initiation of construction of C6.
- 2.6.6 Notify the Grant Manager as soon as the pre-construction conference with the construction contractor is scheduled. Grant Manager may choose to attend.
- 2.6.7 Construct Phase 7 of the El Rio GCEP per the final plans and specifications.
- 2.6.8 Document the construction through photo documentation and as-built drawings and submit to the Grant Manager.
- 2.6.9 Upon completion of construction of C6, expeditiously initiate C6 operations and notify the Grant Manager of the initiation of operations date.
- 2.6.10 In addition to the requirements of Exhibit B Items 6.4 and 6.5 (Draft Component Report and Final Component Report), include the following items: description of C6 as completed, its features, and capacity. The draft report shall be submitted within ninety (90) days after C6 initiation of operation.
- 2.6.11 Prepare and submit a PCR one (1) year after initiation of operations that includes the above listed information and certify to the Grant Manager whether or not the component, as of that date, meets applicable design specifications. The PCR must include a description of the test conditions, comparison of the actual performance of the funded component with expected performance, and the component's ability to meet objectives. If the Grantee cannot certify that the component meets such specifications and limitations at that time, the Grantee will, at its own expense and in a timely manner, expeditiously make all needed corrections and perform all additional work necessary to allow affirmative certification for the component.

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- 2.6.12 If seeking funds from the SRF Loan Program for the implementation of C6, all submittals and policies shall comply with the "Policy for Implementing the State Revolving Fund for Construction of Wastewater Treatment Facilities," as amended on September 22, 2005, or any successor versions/documents.

**2.7. Oxnard Forebay GCEP, College Park Phase (SC-2) (\$3,050,000)**

The work of component seven (C7) of the Project includes the completion of the Oxnard GCEP with the construction of approximately seven-thousand, eight-hundred (7,800) linear feet of sewer lines, approximately thirty (30) sewer manholes, and approximately two-hundred, twenty (220) sewer laterals. The connection fees and the cost of constructing lateral connections from private properties to the sewer main, and the cost to abandon privately owned septic systems are not eligible for grant funding. Though the privately owned laterals are not eligible for grant funding, the costs associated with construction of privately owned laterals may be used as match dollars. Lateral connections refer to the lateral on the private property side and not the piece constructed from the main to the private property that is within the public right of way.

- 2.7.1 Prepare and submit a complete facilities plan for construction of C7 to Grant Manager.
- 2.7.2 Prepare and submit the one hundred percent (100%) plans and specifications of the Oxnard GCEP to the Grant Manager. Grant funds for this component may not be disbursed until final plans and specifications are accepted by the Grant Manager.
- 2.7.3 The Grantee and the Grant Manager shall mutually agree to project performance standards and a construction schedule to be submitted to the Grant Manager. The project performance standards shall be used to determine whether or not C7 meets applicable design specifications for this component, thereby eliminating contaminants from septic system discharge in the project area.
- 2.7.4 Prepare and submit the bidding documents to the Grant Manager.
- 2.7.5 Notify the Grant Manager in writing both of the award of the prime construction contract for C7 and the initiation of construction of C7.
- 2.7.6 Notify the Grant Manager as soon as the pre-construction conference with the construction contractor is scheduled. Grant Manager may choose to attend.
- 2.7.7 Construct the Oxnard GCEP per the final plans and specifications.
- 2.7.8 Document the construction through photo documentation and as-built drawings and submit to the Grant Manager.
- 2.7.9 Upon completion of construction of C7, expeditiously initiate C7 operations and the Grantee shall notify the Grant Manager of initiation of operations date.
- 2.7.10 In addition to the requirements of Exhibit B Items 6.4 and 6.5 (Draft Component Report and Final Component Report), include the following items: description of C7 as completed, its features, and capacity. The draft report shall be submitted within ninety (90) days after C7 initiation of operation.
- 2.7.11 Prepare and submit a PCR one (1) year after initiation of operations that includes the above listed information and certify to the Grant Manager whether or not the component, as of that date, meets applicable design specifications. The PCR must include a description of the test conditions, comparison of the actual performance of the funded component with expected performance, and the component's ability to meet objectives. If the Grantee cannot certify that the component meets such specifications and limitations at that time, the Grantee will, at its own expense and in a timely manner, expeditiously make all needed corrections and perform all additional work necessary to allow affirmative certification for the component.

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- 2.7.12 If seeking funds from the SRF Loan Program for the implementation of C7, all submittals and policies shall comply with the "Policy for Implementing the State Revolving Fund for Construction of Wastewater Treatment Facilities," as amended on September 22, 2005, or any successor versions/documents.

**2.8. Fillmore Integrated Water Recycling Project II-A (SC-3) (\$3,050,000)**

The work of component eight (C8) of the Project includes construction of Phase II-A to upgrade Phase I (not part of the Project) of the Fillmore Wastewater Treatment Plant. Phase II-A consists of the construction of the facilities needed for distribution of Title 22 unrestricted-use recycled water for public landscaping, wetlands, and agricultural uses in lieu of potable water.

- 2.8.1 Prepare and submit a complete facilities plan that addresses the areas outlined in *Appendix B of the 2004 Water Recycling Funding Program Guidelines*. The areas addressed in the facilities plan shall include but not be limited to the following: description of treatment requirements for discharge and reuse; description of recycled water market including description of all users or categories of potential users and related data such as type of use, expected annual recycled water use and peak use; discussion of component alternatives evaluated and recommended alternative (C8); discussion of cost-effectiveness including unit cost calculations, water quality and non-monetary benefits for C8, and discussion of interagency service agreements required. Equivalent documentation may be submitted at the discretion of the Grant Manager.
- 2.8.2 Prepare and submit to Grant Manager recycled water market assurances in the form of mandatory use ordinances or user contracts for existing users. An existing user is an entity that currently exists or will exist before the completion of component construction, and is using or would be expected to use water if recycled water were not made available. For future users, prepare and submit to Grant Manager a description of each user and schedule of connection. A future user is an entity that currently does not exist and will not exist before the completion of component construction.
- 2.8.3 Prepare one hundred percent (100%) plans and specifications for the Phase II-A of the recycled wastewater transmission pipelines, recycled water distribution facilities, recycled water irrigation systems, and small wetlands percolation areas and learning center and submit to the Grant Manager. Grant funds for this component may not be disbursed until final plans and specifications are accepted by the Grant Manager.
- 2.8.4 Construct Phase II-A of the Fillmore Integrate Recycling Project per the final plans and specifications.
- 2.8.5 Document the construction through photo documentation and as-built drawings and submit to the Grant Manager.
- 2.8.6 Prepare and submit to Grant Manager a complete construction financing plan consisting of an up-to-date capital cost estimate, cash flow analysis, and sources and amounts of funds for capital costs.
- 2.8.7 In addition to the requirements of Exhibit B Items 6.4 and 6.5 (Draft Component Report and Final Component Report), include the following items. The draft component report must be submitted within one hundred twenty (120) days after completion of construction.
- Brief description of C8 as completed, its features, capacity, current and planned recycled water uses and users;
  - Total eligible costs and total costs including change orders;
  - The amount of any unexpended grant funds;

- The total amount of assistance funds received from all sources and the allocation of those funds to C8's costs;
- The amount of interest earned, if any, on C8 funds before expenditure on incurred C8 costs. If no interest has been earned, this fact shall be expressly stated;
- The Grantee shall certify the report as correct, that costs attributed to the component have been incurred in the amounts and for the purposes represented, and that the work or material for which payment has been requested is satisfactory. Any change in the information supplied shall be promptly reported to the Grant Manager.
- Within sixty (60) days of receiving comments from the Grant Manager on the draft Project Report, the final Project Report incorporating comments, shall be submitted to the Grant Manager for approval.

2.8.8 Prepare and submit annual reports to the Grant Manager for a period of not less than five (5) years, commencing with completion of construction, as determined by the State Water Board, through one (1) full year after all proposed recycled water users included in C8 are connected for service. Reports will be submitted to the Grant Manager in hard copy and electronically.

The first annual report is due on February 28 following the first complete calendar year of operation and shall cover the period from the completion of construction through the end of the first full calendar year thereafter. Subsequent annual reports are due by February 28 following the year covered. The annual reports shall be prepared in accordance with the "Water Recycling Funding Program Guidelines for Annual Progress Reports," dated September 2002, or any successor guidelines.

The reports shall briefly review the operation of C8 during the preceding year, identify current users and user contracts, provide monthly C8 water deliveries to each user, the amount of fresh/potable water usage offset by the use of recycled water, and monthly amounts of water from each source delivered through C8 facilities, list the funds received from other State and federal agencies for C8 during the period by agency, the amount, whether grants or loans, and a description of the facilities, components, and items the funds were used for; list the power and maintenance costs associated with C8 for the period, indicate current plans and programs for use of any C8 capacity not under contract, summarize C8 financial experience, describe compliance with any special conditions of this contract, and provide such other information as may be reasonably required to evaluate C8 benefits and use of C8 facilities.

2.8.9 Certification. One (1) year after initiation of operations, the Grantee shall certify to the State Water Board whether or not C8, as of that date, meets the performance standards agreed upon as part of final plans and specifications acceptance, including the quality of recycled water and the expected deliveries of recycled water during the first year of operation. If the Grantee cannot certify that C8 meets such performance standards at that time, the Grantee will, at its own expense and in a timely manner, expeditiously make all needed corrections and perform all additional work necessary to allow affirmative certification for C8.

2.8.10 If seeking funds from the WRFP for the implementation of C8, all submittals and policies shall comply with the Water Recycling Funding Program Guidelines, adopted on October 21, 2004, or any successor versions/documents. If seeking funds from the SRF Loan Program for the implementation of C8, all submittals and policies shall comply with the "Policy for Implementing the State Revolving Fund for Construction of Wastewater Treatment Facilities," as amended on September 22, 2005, or any successor versions/documents.

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**2.9. Ventura River Watershed Protection Project (V-1) (\$1,545,538)**

The work of component nine (C9) of the Project includes the development of a comprehensive, integrated watershed plan to facilitate the implementation of priority projects that will increase water supply reliability, improve water quality, facilitate groundwater recharge, and enhance and create habitat.

- 2.9.1 Develop a protection plan that includes data gap analysis, watershed characterization model and plan, light detection and ranging (LIDAR) data, and groundwater management plan to facilitate implementation of priority projects and submit to the Grant Manager.
- 2.9.2 Implement the following four (4) projects per the protection plan: (1) surface water quality monitoring and data analysis for the preparation of a summary report of water quality conditions in the Ventura River Watershed; (2) Ojai Basin groundwater monitoring of two (2) rehabilitated idle/abandoned wells to develop comprehensive groundwater basin water balance equations; (3) removal of arundo and other non-native plants in a section of San Antonio Creek; and (4) Ventura River Watershed Council website to promote the activities implemented and disseminate information.
- 2.9.3 Document the implementation of the projects through photo documentation, summary reports including monitoring data, and website printouts and submit to the Grant Manager.

**2.10. San Antonio Spreading Grounds Rehabilitation (V-2) (\$1,315,000)**

The work of component ten (C10) of the Project will include all required tasks to implement the design and construction of the project facilities required to (i) capture seasonal high-flows from San Antonio Creek ("Creek") to increase groundwater recharge in the Ojai Valley Groundwater Basin ("Basin"); (ii) obtain better hydro geologic understanding of the Basin and validate the efficacy of the Project by the installation of a depth-discrete monitoring well; and (iii) if biologically appropriate and necessary, improve the fish passage past the point of the existing damaged diversion structure and low-flow, concrete road crossing over the Creek.

- 2.10.1 Prepare plans and specifications at the fifty percent (50%) and one hundred percent (100%) completion levels for the construction of the following project components: depth-discrete monitoring well, rehabilitation of spreading grounds, repair (or substitution) of diversion structure, construction of intake structure, rehabilitation of spreading basins with passive percolation well(s), if biologically necessary and appropriate, construction of fish passage improvements, and re-vegetation of project disturbed areas, and submit to the Grant Manager. Grant funds for this component may not be disbursed until final plans and specifications are accepted by the Grant Manager.
- 2.10.2 Prepare and submit project documentation to comply with the applicable provisions of CEQA in relation to C10.
- 2.10.3 Prepare and submit applications for all local, state, and federal permits required for C10 and assist the permitting agencies in processing applications.
- 2.10.4 Obtain all easements from affected landowners for installation, operation, and maintenance of diversion works and conveyance infrastructure, and if necessary, ingress and egress to the spreading grounds upon sub-grantee's property.
- 2.10.5 Construct the project facilities detailed in the final approved plans and specifications.
- 2.10.6 Document the implementation of the activities through photo documentation, as-built drawings, and summary reports of water quality monitoring and submit to the Grant Manager.

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**2.11. Senior Canyon Mutual Water Company (SCMWC) Automation Upgrades (V-6) (\$488,462)**

The work of component eleven (C11) of the Project consists of installing instrumentation and controls to allow for water measurement capability using flow meters and remote automation by installing a command and control system at the SCMWC and replacing a pipeline to improve water supply delivery.

- 2.11.1. Prepare preliminary design report to evaluate costs and reduction of demand on Casitas Municipal Water District's water supply and submit to the Grant Manager.
- 2.11.2. Prepare one hundred percent (100%) plans and specifications based on the preliminary design for the installation of the automations system upgrade and for the pipeline replacement and submit to the Grant Manager. Grant funds for this component may not be disbursed until final plans and specifications are accepted by the Grant Manager.
- 2.11.3. Install the pipeline and automation system per the final design plans and specifications.
- 2.11.4. Document the installation through photo documentation and submit to the Grant Manager.

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### TABLE OF ITEMS FOR REVIEW

#### COMPONENT 1: CALLEGUAS REGIONAL SALINITY MANAGEMENT PROJECT - HUENEME OUTFALL REPLACEMENT (CC-1)

ITEM	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
<b>EXHIBIT A – SCOPE OF WORK</b>			
1.	<b>PLANS AND COMPLIANCE REQUIREMENTS</b>		
1.1	GPS Information	Day 90 Prior to first disbursement	
1.2	Project Assessment and Evaluation Plan (PAEP)	Day 60	
	Non Point Source Pollution Reduction Project Follow-up Survey Form and Assessment of PAEP Status		Annually by 12/15
1.3	Monitoring Plan (MP)		12/2007
1.4	Quality Assurance Project Plan (QAPP)		12/2007
1.5	GAMA Data		12/2010
1.6	Copy of CEQA/NEPA Documentation		6/2008
1.8	Landowner Agreement(s)		6/2008
1.9	Applicable Permits		9/2008
2.	<b>WORK TO BE PERFORMED BY GRANTEE</b>		
2.1.2	Technical Memoranda		12/2007
2.1.3	Preliminary Design Report		12/2007
2.1.4	Plans and Specifications at 60% Design		6/2008
2.1.4	Plans and Specifications at 100% Design		9/2008
2.1.6	Photo Documentation, As-Built Drawings		12/2010
<b>EXHIBIT B – INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS</b>			
6.2	Grant Summary Form	Day 60	
6.3	NRPI	Before final component invoice	
6.4	Draft Component Report		12/2010
6.5	Final Component Report		3/2011



**COMPONENT 2: CAMARILLO GROUNDWATER TREATMENT FACILITY (CC-3)**

ITEM	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
<b>EXHIBIT A – SCOPE OF WORK</b>			
1.	<b>PLANS AND COMPLIANCE REQUIREMENTS</b>		
1.1	GPS Information	Day 90 Prior to first disbursement	
1.2	Project Assessment and Evaluation Plan (PAEP)	Day 60	
	Assessment of PAEP Status		Annually by 12/15
1.3	Monitoring Plan (MP) (to be submitted as part of Component 1)		12/2007
1.4	Quality Assurance Project Plan (QAPP) (to be submitted as part of Component 1)		12/2007
1.5	GAMA Data (to be submitted as part of Component 1)		12/2010
1.6	Copy of CEQA/NEPA Documentation		12/2008
1.8	Landowner Agreement(s)		12/2008
1.9	Applicable Permits		8/2009
2.	<b>WORK TO BE PERFORMED BY GRANTEE</b>		
2.2.1	Land Acquisition Documents		12/2008
2.2.2	Summaries of Completed Pilot Studies		3/2009
2.2.3	Facilities Plan		3/2009
2.2.4	Plans and Specifications at 50% Design		4/2009
2.2.4	Plans and Specifications at 100% Design		7/2009
2.2.6	Photo Documentation, As-Built Drawings		4/2011
2.2.8	Performance Certification Report		3/2012
<b>EXHIBIT B – INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS</b>			
6.2	Grant Summary Form	Day 60	
6.3	NRPI	Before final component invoice	
6.4	Draft Component Report		5/2011
6.5	Final Component Report		8/2011

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**COMPONENT 3: VENTURA COUNTY WATERWORKS DISTRICT 1 - RECYCLED WATER SYSTEM (CC-7)**

ITEM	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
<b>EXHIBIT A – SCOPE OF WORK</b>			
1.	PLANS AND COMPLIANCE REQUIREMENTS		
1.1	GPS Information	Day 90 Prior to first disbursement	
1.2	Project Assessment and Evaluation Plan (PAEP)	Day 60	
	Assessment of PAEP Status		Annually by 12/15
1.5	GAMA Data		2/2011
1.6	Copy of CEQA/NEPA Documentation		6/2008
1.8	Landowner Agreement(s)		6/2008
1.9	Applicable Permits		6/2008
2.	WORK TO BE PERFORMED BY GRANTEE		
2.3.1	Facilities Plan		6/2008
2.3.2	Recycled Water Market Assurances		6/2008
2.3.3	100% Plans and Specifications		9/2008
2.3.5	Photo Documentation, As-Built Drawings		6/2009
2.3.6	Construction Financing Plan		10/2009
2.3.8	Annual Water Recycling Report		Annually beginning 2/2011-2015
2.3.9	Certification		12/2010
<b>EXHIBIT B – INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS</b>			
6.2	Grant Summary Form	Day 60	
6.3	NRPI	Before final component invoice	
6.4	Draft Component Report		1/2010
6.5	Final Component Report		4/2010

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**COMPONENT 4: CALLEGUAS CREEK WATERSHED ARUNDO/TAMARISK PROGRAMMATIC EIR/EA  
 AND PILOT REMOVAL PROJECT (CC-10)**

ITEM	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
<b>EXHIBIT A – SCOPE OF WORK</b>			
1.	PLANS AND COMPLIANCE REQUIREMENTS		
1.1	GPS Information	Day 90 Prior to first disbursement	
1.2	Project Assessment and Evaluation Plan (PAEP)	Day 60	
	Non Point Source Pollution Reduction Project Follow-up Survey Form and Assessment of PAEP Status		Annually by 12/15
1.3	Monitoring Plan (MP)		7/2008
1.4	Quality Assurance Project Plan (QAPP)		7/2008
1.8	Landowner Agreement(s)		7/2008
2.	WORK TO BE PERFORMED BY GRANTEE		
2.4.1	Long-Term Arundo/Tamarisk Removal Implementation Plan		4/2010
2.4.2	CEQA/NEPA Documents		2/2011
2.4.3	Programmatic Permits		2/2011
2.4.4	Pilot Removal Project Implementation Plan		4/2010
2.4.5	GPS Information for Monitoring Locations and Pilot Project		7/2008
2.4.6	Signed Memoranda of Understanding		7/2008
2.4.8	Photo Documentation of Pilot Removal Project		2/2011
<b>EXHIBIT B – INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS</b>			
6.2	Grant Summary Form	Day 60	
6.3	NRPI	Before final component invoice	
6.4	Draft Component Report		3/2011
6.5	Final Component Report		6/2011

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**COMPONENT 5: SIMI VALLEY TAPO CANYON WATER TREATMENT PLANT (CC-11)**

ITEM	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
<b>EXHIBIT A – SCOPE OF WORK</b>			
<b>1.</b>	<b>PLANS AND COMPLIANCE REQUIREMENTS</b>		
1.1	GPS Information	Day 90 Prior to first disbursement	
1.2	Project Assessment and Evaluation Plan (PAEP)	Day 60	
	Assessment of PAEP Status		Annually by 12/15
1.5	GAMA Data		6/2009
1.6	Copy of CEQA/NEPA Documentation		8/2007
1.9	Applicable Permits		3/2008
<b>2.</b>	<b>WORK TO BE PERFORMED BY GRANTEE</b>		
2.5.1	Monitoring Plan (MP)		3/2008
2.5.2	Quality Assurance Project Plan (QAPP)		3/2008
2.5.3	Facilities Plan		10/2007
2.5.4	100% Plans and Specifications		9/2007
2.5.6	Photo Documentation, As-Built Drawings		4/2009
2.5.8	Performance Certification Report		4/2010
<b>EXHIBIT B – INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS</b>			
6.2	Grant Summary Form	Day 60	
6.3	NRPI	Before final component invoice	
6.4	Draft Component Report		6/2009
6.5	Final Component Report		9/2009

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**COMPONENT 6: EL RIO FOREBAY GROUNDWATER CONTAMINANT ELIMINATION PROJECT  
 (GCEP) (SC-1)**

ITEM	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
<b>EXHIBIT A – SCOPE OF WORK</b>			
1.	<b>PLANS AND COMPLIANCE REQUIREMENTS</b>		
1.1	GPS Information	Day 90 Prior to first disbursement	
1.2	Project Assessment and Evaluation Plan (PAEP)	Day 60	
	Non Point Source Pollution Reduction Project Follow-up Survey Form and Assessment of PAEP Status		Annually by 12/15
1.3	Monitoring Plan (MP)		7/2009
1.4	Quality Assurance Project Plan (QAPP)		7/2009
1.5	GAMA Data		10/2009
1.6	Copy of CEQA/NEPA Documentation		12/2007
1.9	Applicable Permits		12/2007
2.	<b>WORK TO BE PERFORMED BY GRANTEE</b>		
2.6.1	Facilities Plan		12/2007
2.6.2	100% Plans and Specifications		12/2007
2.6.3	Project Performance Standards and Construction Schedule		12/2007
2.6.4	Bidding Documents		2/2008
2.6.5	Notice of Construction Contract Award and Initiation of Construction		3/2008
2.6.6	Notice of Pre-Construction Conference		3/2008
2.6.8	Photo Documentation, As-Built Drawings		6/2009
2.6.9	Notice of Initiation of Operation Date		9/2009
2.6.11	Performance Certification Report		9/2010
<b>EXHIBIT B – INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS</b>			
6.2	Grant Summary Form	Day 60	
6.3	NRPI	Before final component invoice	
6.4	Draft Component Report		10/2009
6.5	Final Component Report		1/2010

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**COMPONENT 7: OXNARD FOREBAY GCEP, COLLEGE PARK PHASE (SC-2)**

ITEM	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
<b>EXHIBIT A – SCOPE OF WORK</b>			
1.	PLANS AND COMPLIANCE REQUIREMENTS		
1.1	GPS Information	Day 90 Prior to first disbursement	
1.2	Project Assessment and Evaluation Plan (PAEP)	Day 60	
	Non Point Source Pollution Reduction Project Follow-up Survey Form and Assessment of PAEP Status		Annually by 12/15
1.3	Monitoring Plan (MP)		6/2009
1.4	Quality Assurance Project Plan (QAPP)		6/2009
1.5	GAMA Data		10/2009
1.6	Copy of CEQA/NEPA Documentation		11/2007
1.9	Applicable Permits		3/2008
2.	WORK TO BE PERFORMED BY GRANTEE		
2.7.1	Facilities Plan		10/2007
2.7.2	100% Plans and Specifications		10/2007
2.7.3	Project Performance Standards and Construction Schedule		10/2007
2.7.4	Bidding Documents		1/2008
2.7.5	Notice of Construction Contract Award and Initiation of Construction		1/2008
2.7.6	Notice of Pre-Construction Conference		3/2008
2.7.8	Photo Documentation, As-Built Drawings		12/2008
2.7.9	Notice of Initiation of Operation date		12/2008
2.7.11	Performance Certification Report		12/2009
<b>EXHIBIT B – INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS</b>			
6.2	Grant Summary Form	Day 60	
6.3	NRPI	Before final component invoice	
6.4	Draft Component Report		10/2009
6.5	Final Component Report		1/2010

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**COMPONENT 8: FILLMORE INTEGRATED WATER RECYCLING PROJECT II-A (SC-3)**

ITEM	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
<b>EXHIBIT A – SCOPE OF WORK</b>			
1.	PLANS AND COMPLIANCE REQUIREMENTS		
1.1	GPS Information	Day 90 Prior to first disbursement	
1.2	Project Assessment and Evaluation Plan (PAEP)	Day 60	
	Assessment of PAEP Status		Annually by 12/15
1.5	GAMA data		6/2009
1.6	Copy of CEQA/NEPA Documentation		9/2007
1.9	Applicable Permits		1/2008
2.	WORK TO BE PERFORMED BY GRANTEE		
2.8.1	Facilities Plan		9/2007
2.8.2	Recycled Water Market Assurances		9/2007
2.8.3	100% Plans and Specifications		1/2008
2.8.5	Photo Documentation, As-Built Drawings		6/2009
2.8.6	Construction Financing Plan		9/2007
2.8.8	Annual Water Recycling Report		Annually beginning 2/2011-2015
2.8.9	Certification		6/2010
<b>EXHIBIT B – INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS</b>			
6.2	Grant Summary Form	Day 60	
6.3	NRPI	Before final component invoice	
6.4	Draft Component Report		6/2009
6.5	Final Component Report		9/2009

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**COMPONENT 9: VENTURA RIVER WATERSHED PROTECTION PROJECT (V-1)**

ITEM	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
<b>EXHIBIT A – SCOPE OF WORK</b>			
1.	<b>PLANS AND COMPLIANCE REQUIREMENTS</b>		
1.1	GPS Information	Day 90 Prior to first disbursement	
1.2	Project Assessment and Evaluation Plan (PAEP)	Day 60	
	Non Point Source Pollution Reduction Project Follow-up Survey Form and Assessment of PAEP Status		Annually by 12/15
1.3	Monitoring Plan (MP)		6/2009
1.4	Quality Assurance Project Plan (QAPP)		6/2009
1.5	GAMA data		6/2009
1.6	Copy of CEQA/NEPA Documentation		12/2008
1.8	Landowner Agreement(s)		12/2008
1.9	Applicable Permits		6/2009
2.	<b>WORK TO BE PERFORMED BY GRANTEE</b>		
2.9.1	Protection Plan		2/2011
2.9.3	Photo Documentation, Summary Reports, Website Printouts		2/2011
<b>EXHIBIT B – INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS</b>			
6.2	Grant Summary Form	Day 60	
6.3	NRPI	Before final component invoice	
6.4	Draft Component Report		3/2011
6.5	Final Component Report		6/2011



**COMPONENT 10: SAN ANTONIO SPREADING GROUNDS REHABILITATION (V-2)**

ITEM	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
<b>EXHIBIT A – SCOPE OF WORK</b>			
1.	<b>PLANS AND COMPLIANCE REQUIREMENTS</b>		
1.1	GPS Information	Day 90 Prior to first disbursement	
1.2	Project Assessment and Evaluation Plan (PAEP)	Day 60	
	Assessment of PAEP Status		Annually by 12/15
1.3	Monitoring Plan (MP)		6/2009
1.4	Quality Assurance Project Plan (QAPP)		6/2009
1.5	GAMA Data		6/2009
1.6	Copy of CEQA/NEPA Documentation		12/2008
1.9	Applicable Permits		6/2009
2.	<b>WORK TO BE PERFORMED BY GRANTEE</b>		
2.10.1	Plans and Specifications at 50% Design		6/2008
2.10.1	Plans and Specifications at 100% Design		9/2008
2.10.2	CEQA Documentation		12/2008
2.10.3	Permits from Regulatory Agencies		6/2009
2.10.4	Easements from Affected Landowners		6/2009
2.10.6	Photo Documentation, As-Built Drawings, Water Quality Monitoring Summary Reports		2/2011
<b>EXHIBIT B – INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS</b>			
6.2	Grant Summary Form	Day 60	
6.3	NRPI	Before final component invoice	
6.4	Draft Component Report		3/2011
6.5	Final Component Report		6/2011

**COMPONENT 11: SENIOR CANYON MUTUAL WATER COMPANY (SCMWC)  
 AUTOMATION UPGRADES (V-6)**

ITEM	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
<b>EXHIBIT A – SCOPE OF WORK</b>			
1.	PLANS AND COMPLIANCE REQUIREMENTS		
1.1	GPS Information	Day 90 Prior to first disbursement	
1.2	Project Assessment and Evaluation Plan (PAEP)	Day 60	
	Assessment of PAEP Status		Annually by 12/15
1.6	Copy of CEQA/NEPA Documentation		5/2008
2.	WORK TO BE PERFORMED BY GRANTEE		
2.11.1	Preliminary Design Report		4/2008
2.11.2	100% Plans and Specifications		12/2008
2.11.4	Photo Documentation		4/2009
<b>EXHIBIT B – INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS</b>			
6.2	Grant Summary Form	Day 60	
6.3	NRPI	Before final component invoice	
6.4	Draft Component Report		4/2009
6.5	Final Component Report		6/2009

**WCVC IRWM IMPLEMENTATION PROJECT**

ITEM	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
<b>EXHIBIT B – INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS</b>			
1.	INVOICING		Quarterly
6.	REPORTS		
6.1	Progress Reports forty-five (45) calendar days following the end of the quarter (March, June, September, and December)		Quarterly
6.4	Draft IRWM Project Report	1/2012	
6.5	Final IRWM Project Report	3/2012	

**3. FOR COMPONENTS THAT INVOLVE LAND ACQUISITION ONLY:**

- 3.1. Prior to purchasing fee title or a lesser interest in eligible land, the Grantee (buyer) must submit necessary information to the Grant Manager. This information must include:
  - 3.1.1. An estimate of the current fair market value of the land interest to be purchased. To establish the fair market value, the Grantee will obtain two independent appraisals (if value of acquisition is less than \$100,000, then only one appraisal is required). One independent review appraisal will be required to review all appraisal reports and to prepare a written report of the review. All appraisals and the review appraisal must be prepared by real property appraisers currently licensed by the State of California Office of Real Estate Appraisers as a Certified General Appraiser.
  - 3.1.2. A written statement of the proposed procedure and timing of the purchase of the land interest.
  - 3.1.3. A written statement that the land is suitable for its intended uses, and that the Grantee is solely responsible for the mitigation of any hazardous material that may be found during the development of the site.
  - 3.1.4. If applicable, a written statement with the necessary findings of General Plan consistency under California Government Code Section 65402.
  - 3.1.5. If not included in the appraisals, an adequate map showing the location of the proposed component including the land/easement proposed for purchase. Adequacy will be determined by the Grant Manager.
- 3.2. Open an escrow account with an institution licensed by the California Department of Financial Institutions and obtain the services of an escrow company that has complied with the requirements of Division 6 of the California Financial Code, commencing with Section 17000.
- 3.3. Provide the escrow company with the Purchase and Sale Agreement outlining the terms and conditions.
  - 3.3.1. If the real property is under a bona fide written threat of condemnation or has been condemned, the Grantee shall immediately notify the Grant Manager in writing, and shall use its best efforts to obtain the maximum compensation possible. Upon receiving condemnation proceeds, the Grantee shall promptly pay the State Water Board a percentage of the condemnation proceeds equivalent to the percentage of the total acquisition cost originally contributed by the State Water Board up to the total amount disbursed under this Agreement.
  - 3.3.2. Condemnation means a permanent taking through the exercise of any government power (by legal proceedings or otherwise) by any party having the right of eminent domain; or through a voluntary sale or transfer by the Grantee to any condemner, either under a bona fide written threat of exercise of eminent domain by a condemner or while legal proceedings for eminent domain are pending.
- 3.4. Execute and deliver to the Grant Manager an original of the Purchase and Sale Agreement to include the terms of escrow and the seller's restrictions during the term of the escrow, if any.
- 3.5. Provide the escrow company with all required deposit amounts and required insurance information.

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- 3.6. Processing of grant deeds shall occur as part of the escrow instructions, and the grant deed will be recorded when all escrow instructions have been completed and immediately after escrow closes. If all of the property interest is not purchased, any funds disbursed under this Agreement must be returned to the State Water Board and any penalties for arbitrage on interest earned will be paid by the Grantee.
- 3.7. Close escrow and finalize the acquisition.

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**EXHIBIT B**  
**INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS**

**1. INVOICING:**

- 1.1 Invoices shall be submitted in the format provided by the State Water Board. The invoice must be itemized based on the line items specified in the Budget. The original invoice shall be submitted to the State Water Board's Grant Manager on a quarterly basis consistent with the reporting schedule in Section 6.1 of this exhibit. The address for submittal is:
- Erin Ragazzi, Grant Manager  
State Water Resources Control Board  
1001 I Street, 16<sup>th</sup> Floor  
Sacramento, CA 95814
- 1.2 Receipt of invoices in any other format than the one provided by the State Water Board will cause an invoice to be disputed. In the event of an invoice dispute, the State Water Board's Grant Manager will notify the Grantee by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above 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. Invoices not approved by the State Water Board's Grant Manager will be deemed incomplete.
- 1.3 Supporting documentation (e.g., receipts) must be submitted with each invoice to request reimbursement for grant funds as well as to support matching funds invoiced. The amount claimed for the Personnel Services line item and Professional and Consultant Services line item must include a calculation formula (i.e. hours or days worked times the hourly or daily rate = total amount claimed). Invoice payment shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice.
- 1.4 The Grantee shall not request disbursement for any cost until such cost has been incurred and has been paid by or is due and payable by the Grantee. Although it is agreed that actual payment of such cost by the Grantee is not required as a condition of the grant disbursement, all grant disbursements received by the Grantee shall be paid to sub-grantees, contractors, and vendors within thirty (30) days from receipt of the funds. In the event that the Grantee fails to disburse grant funds to sub-grantees, contractors, or vendors within thirty (30) days from receipt of the funds, the Grantee shall immediately return such funds to the State Water Board. Interest shall accrue on such funds from the date of disbursement through the date of mailing of funds to the State Water Board. If the Grantee held such funds in interest-bearing accounts, any interest earned on the funds shall also be due to the State Water Board.
- 1.5 Notwithstanding any other provision of this 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.
- 1.6 Notwithstanding any other provision of this Agreement, the Grantee agrees that the State Water Board may retain 10 percent of the grant amount specified in this Agreement until completion of the Project to the reasonable satisfaction of the State Water Board. The pro rata amount retained for individual components will be promptly disbursed to the Grantee, without interest, upon completion of each individual component's Final Component Report. The pro rata distribution for the final component will not be released until that component is complete and submission of the Final Component Report and Final Project Report as specified in Section 6.5 of this Exhibit. Upon completion of the Final Project Report, the remaining grant funds will be disbursed without interest.
- 1.7 The invoice shall contain the following information:
- 1.7.1. The date of the invoice;
  - 1.7.2. The time period covered by the invoice, i.e., the term "from" and "to";
  - 1.7.3. The total amount due; and
  - 1.7.4. Original signature and date (In Ink) of the Grantee or its authorized representative.

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1.7.5. Final invoice shall be clearly marked "FINAL INVOICE" and submitted NO LATER THAN APRIL 1, 2012.

2. BUDGET CONTINGENCY CLAUSE:

If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Grantee to reflect the reduced amount.

3. GRANTEE COSTS:

The reasonable costs of the Project are estimated to be \$65,333,992. Grantee agrees to fund the difference between the estimate of Project cost in its grant application and the grant amount specified in Paragraph 3, if any. The Grantee's cost share is estimated to be \$40,333,992. The Grantee shall provide State evidence that match funds have been expended by a work item prior to submittal of a request for State grant fund reimbursement. All match funds shall be expended for a component before the final ten percent (10%) of funds may be disbursed for that component.

4. LINE ITEM BUDGET:

			PROP. 50	MATCH	TOTAL
Personnel Services			\$190,000	\$0	\$190,000
Classification	Hours	Wage/Hour			
SC-1, Engineer Manager	674	\$117.67			
SC-1, Engineer	659	\$81.06			
SC-1, Staff Services Specialist	635	\$78.34			
SC-1, Technical Specialist	192.98	\$39.04			
Operating Expenses (Prorated for Project)					
Includes:					
Travel Expenses					
SC-1, Lateral Construction, CDBG, City of Oxnard Contribution, Ventura County Connection Fee Payment to City of Oxnard			\$0	\$257,270	\$257,270
Professional and Consultant Services					
Ventura County, SC-1 Design, Construction Inspection, Materials Testing			\$155,000	\$25,000	\$180,000
Calleguas Municipal Water District (CC-1)			\$ 3,345,000	\$14,357,706	\$17,702,706
City of Camarillo, Department of Public Works (CC-3)			\$ 5,500,000	\$13,310,000	\$18,810,000
VCWWD1 (CC-7)			\$1,000,000	\$1,002,416	\$2,002,416
Ventura County Resource Conservation District (CC-10)			\$ 1,155,000	\$295,000	\$1,450,000
City of Simi Valley, VCWD No. 8 (CC-11)			\$ 1,500,000	\$2,195,000	\$3,695,000
City of Oxnard (SC-2)			\$ 3,050,000	\$540,876	\$3,590,876
City of Fillmore (SC-3)			\$ 3,050,000	\$7,495,140	\$10,545,140
Ventura County Watershed Protection District (V-1)			\$1,545,538	\$523,000	\$2,068,538
Golden State Water Co. and VCWPD (V-2)			\$1,315,000	\$108,746	\$1,423,746
Casitas Municipal Water District (V-6)			\$488,462	\$223,838	\$712,300
Construction (Contracted Services)					
SC-1			\$2,706,000		\$2,706,000
<b>TOTAL</b>			<b>\$ 25,000,000</b>	<b>\$40,333,992</b>	<b>\$65,333,992</b>

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5. BUDGET LINE ITEM FLEXIBILITY:

- 5.1 Line Item Adjustment(s). Subject to the prior review and approval of the State Water Board's Grant Manager, adjustments between existing line item(s) may be used to defray allowable direct costs up to fifteen percent (15%) of the total grant amount including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) shall require a formal Agreement amendment.
- 5.2 Procedure to Request an Adjustment. The Grantee may submit a request for an adjustment in writing to the Grant Manager. Such adjustment may not increase or decrease the total grant amount allocated per fiscal year. The Grantee shall submit a copy of the original Agreement Budget sheet reflecting the requested changes. Changes shall be noted by striking the original amount(s) followed with revised change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item requires a formal amendment and are not permissible under this provision. The State Water Board may also propose adjustments to the budget.
- 5.3 Remaining Balance. In the event the Grantee does not submit Invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State Water Board will mail a Notice of Project Completion letter to the Grantee stating that the project file is closed, the final invoice is being processed for payment, and any remaining balance will be disencumbered and unavailable for further use under the Grant Agreement.

6. REPORTS:

- 6.1 The Grantee shall submit quarterly progress reports for each component and for the Project to the State Water Board's Grant Manager forty-five (45) calendar days following the end of the calendar quarter (March, June, September, and December).
  - 6.1.1 The progress reports shall provide a brief description of the work performed, accomplishments during the quarter, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement. The Grantee shall document all sub-grantee and contractor activities and expenditures in progress reports.
  - 6.1.2 The invoice should accompany the progress report. The invoice should reflect charges for the work completed during the reporting period covered by the progress report. The invoice cannot be paid prior to submission of a progress report covering the invoice reporting period.
- 6.2 Grantee shall complete a one (1) page Grant Summary Form (<http://www.waterboards.ca.gov/funding/docs/grantinfo/grantsum.doc>) for each project component within three (3) months of the Agreement execution. A hard copy shall be submitted to the Grant Manager and an electronic copy to the Program Analyst for State Water Board website posting.
- 6.3 At the completion of this Project, the Grantee shall complete and submit electronically a Natural Resource Project Inventory (NRPI) Project Survey Form for each component ([http://www.ice.ucdavis.edu/nrpi\\_forms/default.asp](http://www.ice.ucdavis.edu/nrpi_forms/default.asp)). A hard copy shall be submitted to the Program Analyst prior to final payment.
- 6.4 For each component and for the Project, the Grantee shall prepare and submit to the Grant Manager a draft Component or Project Report for review and comment that includes and addresses the following narrative sections and items:
  - 6.4.1 A summary of the component or Project, describing the purpose, scope and goals, activities completed, techniques used, and partners involved.
  - 6.4.2 A report of all management practices or management measures implemented, together with their corresponding locations. The report shall be in a format that enables the Grant Manager to find the physical location of each implemented practice or measure in a quick and efficient manner. Acceptable formats include, but are not limited to:
    - 6.4.2.1 Map of locations – The map of practices or measures implemented shall consist of dots placed on a USGS 7.5-minute quadrangle map at the implementation location. Lead lines shall be connected to a text box description of the practice or measure. The dots shall have a small enough diameter to enable the Grant Manager to locate the measure or practice within a 50-foot radius.
    - 6.4.2.2 Component coding system – The component coding system shall explain the coding used to describe each implemented practice or measure, together with its corresponding latitude and longitude.

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- 6.4.3 Describe component or Project performance, including benefits, successes and shortcomings, consistent with the PAEP. Enumerate specific quantifiable environmental changes and results of the component or Project. As appropriate, include 1) behavioral results such as the amount of management practices or measures implemented, 2) estimates or measurements of the amount of pollutants prevented from reaching surface or groundwater, and 3) documented changes in water quality based on monitoring.
  - 6.4.4 Identify lessons learned in carrying out the component or Project. Describe what worked and what did not work, and how similar efforts could be utilized within the component or Project area, as well as in other watersheds.
  - 6.4.5 Describe the extent of outreach that has been conducted and if there are plans to further promote the results of the component or Project to achieve additional implementation.
  - 6.4.6 Describe the component's or Project's funding. Include the projected cost and actual cost of the component or Project, how much of the grant funds were spent, and how much funding was put into the component or Project. Identify funding sources that have been "leveraged" by the component or Project and plans for funding future activities.
  - 6.4.7 Identify planned or potential follow-up activities, such as any additional steps necessary to achieve the water quality objectives, Total Maximum Daily Loads (TMDL), or local watershed plans.
  - 6.4.8 Include appropriate photos and graphics.
  - 6.4.9 A list of items submitted as outlined in the Table of Items for Review.
  - 6.4.10 Any additional information that is deemed appropriate by the Project Director or Grant Manager.
  - 6.5 For each component and for the Project, the Grantee shall prepare a final Component or Project Report that addresses, to the extent feasible, comments made by the Grant Manager on the draft final Component or Project Report. Submit one (1) reproducible master, two (2) copies, and an electronic copy of the final.
  - 6.6 The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Agreement, such reports, data, information, and certifications as may be reasonably required by the State Water Board.
7. PAYMENT OF PROJECT COSTS:
- The Grantee agrees that it will provide for payment of its full share of Project costs and that all costs connected with the Project will be paid by the Grantee on a timely basis.
8. ELIGIBLE PROJECT COSTS:
- The Grantee shall apply State funds received only to eligible Project costs in accordance with applicable provisions of the law and Project Budget. Costs that are not eligible for reimbursement include, but are not limited to:
- 8.1 Costs incurred prior to effective date of this Agreement;
  - 8.2 Replacement of existing funding sources for ongoing programs;
  - 8.3 Support of existing agency requirements and mandates;
  - 8.4 Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this 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 Project costs; and,
  - 8.5 Costs not directly related to Project (e.g., overhead).
9. AUDIT DISALLOWANCES:
- The Grantee agrees it shall return any audit disallowances to the State Water Board.



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EXHIBIT C  
GENERAL CONDITIONS – PROPOSITION 50 IRWM IMPLEMENTATION GRANTS

1. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
2. **APPROVAL:** The Grantee will not proceed with any work on the Project until authorized in writing by the State Water Board.
3. **ASSIGNMENT:** This grant is not assignable by the Grantee, either in whole or in part, without the consent of the State Water Board.
4. **AUDIT:** The Grantee agrees that the awarding department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for a possible audit for a minimum of twenty-three (23) years after final payment, unless a longer period of records retention is stipulated. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any contract related to performance of this Agreement.
5. **BONDING:** Where contractors are used, the Grantee shall not authorize construction to begin until each such contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$20,000.00.
6. **CALFED PROGRAM CONSISTENCY:** If this Project assists in meeting any of the CALFED Bay-Delta Program Goals, this Project shall be consistent with the CALFED Programmatic Record of Decision and must be implemented, to the maximum extent possible, through local and regional programs.
7. **CEQA/NEPA:**
  - a. No work that is subject to the California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA) may proceed under this Agreement until documents that satisfy the CEQA/NEPA process are received by the Grant Manager and the State Water Board has given environmental clearance. No work that is subject to an Environmental Impact Report or a Mitigated Negative Declaration may proceed until and unless approved by the Deputy Director of the State Water Board's Division of Financial Assistance (Division). Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required.
  - b. If any component includes modification of a river or stream channel, it must fully mitigate environmental impacts resulting from the modification. The Grantee must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit resulting from the component, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the component.
8. **COMPLIANCE WITH LAW, REGULATIONS, ETC.:** The Grantee agrees that it will, at all times, comply with and require its contractors, subcontractors, and sub-grantees to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Grantee agrees that, to the extent applicable, the Grantee will comply with the provisions of the adopted environmental mitigation plan for the term of this Agreement, or the useful life of the Project, whichever is longer.
9. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
10. **CONFLICT OF INTEREST:** The Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.
11. **CONTINUOUS USE OF PROJECT; LEASE OR DISPOSAL OF PROJECT:** The Grantee agrees that, except as provided in the Agreement, it will not abandon, substantially discontinue use of, lease, or dispose of the Project, of any component, or any significant part or portion thereof during the useful life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring

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- repayment of all grant funds or any portion of all remaining grant funds covered by this Agreement together with accrued interest and any penalty assessments which may be due.
12. **DAMAGES FOR BREACH AFFECTING TAX EXEMPT STATUS:** In the event that any breach of any of the provisions of this Agreement by the Grantee shall result in the loss of tax exempt status for any state bonds, or if such breach shall result in an obligation on the part of the State to reimburse the federal government by reason of any arbitrage profits, the Grantee shall immediately reimburse the state in an amount equal to any damages paid by or loss incurred by the state due to such breach.
  13. **DATA MANAGEMENT:** This Project includes appropriate data management activities so that Project data can be incorporated into appropriate statewide data systems.
  14. **DISPUTES:** The Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement which is not otherwise disposed of by agreement shall be decided by the Deputy Director, or his or her authorized representative. The decision shall be reduced to writing and a copy thereof furnished to the Grantee and to the State Water Board's Executive Director. The decision of the Division shall be final and conclusive unless, within thirty (30) calendar days after mailing of the Division decision to the Grantee, the Grantee mails or otherwise furnishes a written appeal of the decision to the State Water Board's Executive Director. The decision of the State Water Board's Executive Director shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this clause, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
  15. **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 Agreement. The Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
  16. **GOVERNING LAW:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California.
  17. **GRANT MODIFICATIONS:** The State Water Board may, at any time, without notice to any sureties, by written order designated or indicated to be a "grant modification," make any change for the work to be performed under this Agreement so long as the modified work is within the general scope of work called for by this Agreement, including but not limited to changes in the specifications or in the method, manner, or time of performance of work. If the Grantee intends to dispute the change, the Grantee must, within ten (10) days after receipt of a written "grant modification," submit to the State Water Board a written statement setting forth the disagreement with the change.
  18. **GRANTEE'S RESPONSIBILITY FOR WORK:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, sub-grantees, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors, subcontractors, and sub-grantees. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
  19. **GROUNDWATER MANAGEMENT PLAN:** If applicable, the Grantee certifies that this Project or any component thereof complies with the local Groundwater Management Plan that meets the requirements of Water Code § 10753.7 or conforms to the requirements of an adjudication of water rights in the subject groundwater basin. This shall constitute a condition precedent to this Agreement.
  20. **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.
  21. **INDEPENDENT ACTOR:** The Grantee, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.
  22. **INSPECTION:** Throughout the life of the Project, the State Water Board shall have the right to inspect any component areas to ascertain compliance with this Agreement. Grantee acknowledges that Project and component records and locations are public records.

23. **INSURANCE:** Throughout the life of the Project, the Grantee shall provide and maintain insurance against fire, vandalism, and other loss, damage, or destruction of the facilities or structures constructed pursuant to this Agreement, if any. This insurance shall be issued by a company or companies admitted to transact business in the State of California. The insurance policy shall contain an endorsement specifying that the policy will not be cancelled or reduced in coverage without thirty (30) days' prior written notice to the State Water Board. In the event of any damage to or destruction of the Project, a component, or any larger system of which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair, or replacement of the damaged or destroyed parts of the Project, component or its larger system. The Grantee shall begin such reconstruction, repair, or replacement as expeditiously as possible and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair, or replacement so that the same shall be completed and the larger system shall be free of all claims and liens.
24. **NONDISCRIMINATION:** During the performance of this Agreement, the Grantee, its sub-grantees, and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40), or denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee, its sub-grantees, and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.
25. **NO THIRD PARTY RIGHTS:** The parties to this grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
26. **NOTICE:**
- a. The Grantee shall notify the State Water Board prior to conducting construction, monitoring, demonstration, or other implementation activities such that State Water Board and/or Regional Water Board staff may observe and document such activities.
  - b. The Grantee shall promptly notify the State Water Board of events or proposed changes that could affect the scope, budget, or work performed under this Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the State Water Board, and the State Water Board has given written approval for such change.
  - c. The Grantee shall notify the State Water Board at least ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by State Water Board representatives.
  - d. The Grantee shall promptly notify the State Water Board in writing of completion of work on the Project.
  - e. The Grantee shall promptly notify the State Water Board in writing of any cessation of all major construction work on any component where such cessation of work is expected to or does extend for a period of thirty (30) days or more and of any circumstance, combination of circumstances, or condition, which is expected to or does delay completion of construction for a period of ninety (90) days or more beyond the estimated date of completion of construction previously provided.
27. **OPERATIONS & MAINTENANCE:** The Grantee or applicable sub-grantee shall maintain and operate any facility and structure constructed or improved as part of the Project throughout the life of the Project, consistent with the purposes for which this Grant was made. The Grantee or applicable sub-grantee assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management, or operation. The Grantee may be excused from operations and maintenance only upon the written approval of the Grant Manager. For purposes of this Agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.
28. **PERMITS, CONTRACTING, WAIVER, REMEDIES, AND DEBARMENT:** The Grantee shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Any contractors, outside associates, sub-grantees, or consultants required by the Grantee in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, or as are specifically authorized by the State Water Board's Grant Manager during the performance of this Agreement. Any substitutions in, or additions to, such sub-grantees, contractors, associates, or consultants, shall be subject to the prior written approval of the State Water Board's Grant Manager. Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Agreement are in addition to any other rights and remedies provided by law. The Grantee shall not contract with any party who is debarred or suspended or otherwise

excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". The Grantee shall not contract with any individual or organization on USEPA's List of Violating Facilities. (40 CFR, Part 31.35; Gov. Code § 4477) www.epa.gov The Grantee certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or Grantee;
  - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
  - d. Have not within a three (3)-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
29. **PREVAILING WAGES AND LABOR COMPLIANCE:** If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Agreement to assure that the prevailing wage provisions of State Labor Code are being met. The Grantee certifies that it has a labor compliance program in place pursuant to section 1771.8 of the Labor Code, where applicable.
30. **PROFESSIONALS:** The Grantee agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for.
31. **RECORDS:** Without limitation of the requirement to maintain Project accounts in accordance with generally accepted accounting principles, the Grantee agrees to:
- a. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
  - b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Agreement;
  - c. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Agreement;
  - d. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs;
  - e. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
  - f. If a Force Account is used by the Grantee for any phase of the Project, establish an account that documents all employee hours, and associated tasks charged to the Project per employee.
32. **RELATED LITIGATION:** Under no circumstances may a Grantee use funds or permit use of funds from any disbursement under this Grant Agreement to pay costs associated with any litigation the Grantee or sub-grantee pursues against the State Water Resources Control Board or any Regional Water Quality Control Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Grantee agrees to complete the Project funded by this Agreement or to repay all of the grant funds plus interest.
33. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the State Water Board for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

34. **STATE REVIEWS AND INDEMNIFICATION:** The parties agree that review or approval of Project applications, documents, permits, plans and specifications, or other Project information by the State Water Board is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee agrees to indemnify, defend and hold harmless the State Water Board and the State against any loss or liability arising out of any claim or action brought against the State Water Board and/or the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the Project, any component or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code § 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near any component site; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Grantee agrees to pay and discharge any judgment or award entered or made against the State Water Board and/or the State with respect to any such claim or action, and any settlement, compromise, or other voluntary resolution. The provisions of this section shall survive the term of this Agreement.
35. **SUPPLEMENTAL ENVIRONMENTAL PROJECTS:** Grant Funds shall not be used for supplemental environmental projects required by Regional Boards.
36. **STATE WATER BOARD ACTION, COSTS, AND ATTORNEY FEES:** The Grantee agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Grantee, whether such breach occurs before or after completion of the Project or any component, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that the prevailing party shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.
37. **TERMINATION, IMMEDIATE REPAYMENT, INTEREST:** This Grant Agreement may be terminated by written notice at any time prior to completion of the Project, at the option of the State Water Board, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the State Water Board. In the event of such termination, the Grantee agrees, upon demand, to immediately repay to the State Water Board an amount equal to the amount of grant funds disbursed to the Grantee prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Grantee to the date of full repayment by the Grantee.
38. **TIMELINESS:** Time is of the essence in this Agreement. The Grantee shall proceed with and complete the Project in an expeditious manner.
39. **TRAVEL AND PER DIEM:** Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Personnel Administration. These rates may be found at <http://www.dpa.ca.gov/lobinfo/statetravel.shtml>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Grant Manager.
40. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement shall continue to have full force and effect and shall not be affected thereby.
41. **URBAN WATER MANAGEMENT PLAN:** The Grantee certifies that this Project or any component thereof complies with the Urban Water Management Planning Act (Water Code § 10610 et seq.). This shall constitute a condition precedent to this grant agreement.
42. **USEFUL LIFE OF PROJECT:** For the purpose of this Agreement, the useful life of any constructed portions of this Project or any component thereof begins upon completion of construction and continues until fifty (50) years thereafter for pipelines and structures and twenty (20) years for all else.

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43. **VENUE:** The State Water Board and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
  
44. **WITHHOLDING OF GRANT DISBURSEMENTS:** The State Water Board may withhold all or any portion of the grant funds provided for by this Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or the Grantee fails to maintain reasonable progress toward completion of the Project or any component thereof.

EXHIBIT D  
SPECIAL CONDITIONS – PROPOSITION 50 IRWM IMPLEMENTATION GRANTS

1. The Grantee hereby warrants, represents, and covenants that this Project shall protect communities from drought, protect and improve water quality, and improve local water security by reducing dependence on imported water.
2. The Grantee hereby warrants, represents, and covenants that this Project does not include an on-stream surface water storage facility or an off-stream surface water storage facility other than percolation ponds for groundwater recharge in urban areas.
3. The Grantee hereby warrants, represents, and covenants that this Project or any component thereof is not a river or stream channel modification project whose construction or operation causes any negative environmental impacts unless those impacts are fully mitigated.
4. The Grantee hereby warrants, represents, and covenants that this Project includes one or more of the following elements:
  - a. Programs for water supply reliability, water conservation, and water use efficiency.
  - b. Storm water capture, storage, treatment, and management.
  - c. Removal of invasive non-native plants, the creation and enhancement of wetlands, and the acquisition, protection, and restoration of open space and watershed lands.
  - d. Non-point source pollution reduction, management, and monitoring.
  - e. Groundwater recharge and management projects.
  - f. Contaminant and salt removal through reclamation, desalting, and other treatment technologies.
  - g. Water banking, exchange, reclamation, and improvement of water quality.
  - h. Planning and implementation of multipurpose flood control programs that protect property; and improve water quality, storm water capture and percolation; and protect or improve wildlife habitat.
  - i. Watershed management planning and implementation.
  - j. Demonstration projects to develop new drinking water treatment and distribution methods.
5. The Grantee hereby warrants, represents, and covenants that this Project is consistent with an adopted integrated regional water management plan designed to improve regional water supply reliability, water recycling, water conservation, water quality improvement, storm water capture and management, flood management, recreation and access, wetlands enhancement and creation, and environmental and habitat protection and improvement.
6. The Grantee hereby warrants, represents, and covenants that this Project includes matching funds or donated services from non-state sources.
7. The Grantee hereby warrants, represents, and covenants that its matching funds shall constitute at least 10 percent of the total Project costs.
8. The Grantee hereby warrants, represents, and covenants that it meets the eligibility requirements set forth in the Integrated Regional Water Management Grant Program Guidelines adopted by the State in November 2004.
9. The Grantee hereby warrants, represents, and covenants that if this Project or any component thereof affects groundwater, it shall include groundwater monitoring requirements consistent with the Groundwater Monitoring Act of 2001 (Water Code, § 10780 et seq.).
10. The Grantee hereby warrants, represents, and covenants that watershed protection activities are consistent with the applicable, adopted, local watershed management plans and the applicable Regional Water Quality Control Plan (Basin Plan) adopted by the Regional Water Board.
11. The Grantee hereby warrants, represents, and covenants that acceptance of grant funds constitutes a waiver of litigation rights (including pending actions) to challenge any State Water Board or Regional Water Board regulation or order, which is reasonably related to the purpose of the grant.
12. The Grantee certifies that any work carried out under this Agreement is consistent with the applicable local General Plan under Government Code Section 65402.
13. The Grantee certifies that it has complied with all provisions of Title 1, Division 7, Chapter 16 of the California Government Code.
14. The Grantee certifies that if the transfer of title (or easement) to the Grantee or applicable sub-grantee has not been completed prior to the start of any activity under this Agreement, the Grantee or applicable sub-grantee has secured a signed right-of-entry from the owner(s) of the required property(s).