

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES AND  
SANTA BARBARA COUNTY WATER AGENCY AGREEMENT NUMBER 4600009344  
INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) PLANNING CALIFORNIA PUBLIC RESOURCES CODE §75026 ET SEQ.**

**COPY**

THIS AGREEMENT is entered into by and between the Department of Water Resources of the State of California, hereinafter called "State," and Santa Barbara County Water Agency, a county, hereinafter called "Grantee," which parties do hereby agree as follows:

1. PURPOSE. State shall provide a grant from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to Grantee for the purpose of developing or completing a new, or updating an existing IRWM plan, or to develop, complete, or modify a component of an IRWM plan so that the IRWM plan meets the IRWM Plan standards set forth in the IRWM Program Guidelines dated August 2010.
2. TERM OF AGREEMENT. The term of this Grant Agreement begins on the date this Agreement is executed by DWR and terminates on September 30, 2013, or when all of the Parties' obligations under this Grant Agreement have been fully satisfied, whichever occurs earlier.
3. GRANT AMOUNT. The maximum amount payable under this Grant Agreement shall not exceed \$555,737. Grantee shall allocate not less than \$86,787 to facilitation and support of the participation of disadvantaged communities in the IRWM planning effort funded by this Grant Agreement.
4. GRANTEE COSTS. The reasonable costs of the project are estimated to be \$771,629. Grantee agrees to be responsible for the difference between the estimate of project cost and the Grant Amount specified in Paragraph 3, Grantee shall provide a funding match in the amount of at least 25% of the total project cost. Grantee cost share is estimated to be \$215,892. Grantee's funding match may include in kind services that are part of Exhibit A, Scope of Work, and performed after September 30, 2008.
5. GRANTEE'S RESPONSIBILITIES. Grantee shall faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, Project Work Plan and in accordance with, Exhibit B Project Schedule, and Exhibit C, Budget. Grantee shall comply with all of the terms and conditions of this Grant Agreement and with Chapter 2 (commencing with Section 75026 *et seq.*) of the California Public Resources Code.
6. BASIC CONDITIONS: State shall have no obligation to disburse money for a project under this Grant Agreement unless and until Grantee has satisfied for such project the State's requirements for disbursement in accordance with the IRWM Guidelines and Planning Grant PSP which include:
  - a. Grantee demonstrates the availability of sufficient funds to complete the project.
  - b. Grantee shall furnish a copy of permits, licenses, and approvals required in performing its obligations under this Grant Agreement.
  - c. Work that is subject to the California Environmental Quality Act (CEQA) shall not proceed under this Grant Agreement until documents that satisfy the CEQA process are received by the State and State has completed its CEQA compliance responsibilities. Work that is subject to a CEQA document shall not proceed until and unless approved by the State's Project Manager. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation.
  - d. Grantee performs tribal notifications per PRC§75102
  - e. An urban water supplier that receives grant funds governed by this agreement shall maintain compliance with the Urban Water Management Planning Act (CWC§10610 *et seq.*)
  - f. Grantee submits all deliverables as specified in Paragraph 10 and 11 of this agreement and Exhibit A, Scope of Work.

7. METHOD OF PAYMENT. Payment will be made no more than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Invoices shall be submitted using the invoice template provided by State. Invoices must be accompanied by appropriate receipts, required supporting documentation, and a progress report. The invoice should reflect charges for the work completed during the reporting period covered by the corresponding progress report. The invoice cannot be paid prior to submission of a progress report.

The invoice shall contain the date of the invoice; the time period covered by the invoice; the total amount due; and original signature and date (in ink) of Grantee's authorized representative. Invoices must be itemized based on the categories specified in Exhibit C Budget. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed). Submit the original and three (3) copies of the invoice form to the following address:

Department of Water Resources

Jerry Snow  
901 P Street, Rm 213A  
Sacramento, CA 95814  
Phone: (916) 651-9264  
Fax: (916) 651-9292  
e-mail: [glsnow@water.ca.gov](mailto:glsnow@water.ca.gov)

8. DISBURSEMENTS Following the review of each invoice, State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. All money disbursed pursuant to this Grant Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.
9. ELIGIBLE PROJECT COSTS. Grantee shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit C, Project Budget. Eligible project costs include the reasonable costs of conducting meetings, stakeholder outreach and engagement, collecting data and information, and developing and writing the IRWM plan, including administrative costs and incidental costs. Work performed after the date of grant award, February 22, 2011, shall be eligible for reimbursement. Reasonable administrative expenses may be included as Project Costs and will depend on the complexity of the project preparation, planning, coordination and collaboration. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the project including an appropriate pro-rata allocation of overhead and administrative expenses that are regularly assigned to all such projects in accordance with the standard accounting practices of the Grantee.

Advanced funds cannot be provided. Costs that are not eligible for reimbursement include but are not limited to:

- a. Costs, other than those noted above, incurred prior to the award date of the Grant.
- b. Costs for preparing and filing a grant application belonging to another solicitation.
- c. Operation and Maintenance costs, including post construction project performance and monitoring costs.
- d. Purchase of equipment not an integral part of the project.
- e. Establishing a reserve fund

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- f. Purchase of water supplies.
  - g. Replacement of existing funding sources for ongoing programs.
  - h. Support of existing agency requirements and mandates (e.g. punitive regulatory agency requirements).
  - i. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to effective date of the grant award with the State.
  - j. Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after effective date of the grant award, 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 reimbursable project costs.
  - k. Overhead not directly related to project costs.
10. PROGRESS REPORTS. Grantee shall submit progress reports on a regular and consistent basis to meet the State's requirement for disbursement of funds. The reporting period shall not exceed one quarter in length. The progress reports shall be sent via e-mail, to the State's Project Manager at the frequency specified in Exhibit B, Schedule. The progress reports shall provide a brief description of the work performed, Grantees activities, milestones achieved, any accomplishments, during the reporting period, and any problems encountered in the performance of the work under this Agreement. A recommended Progress Report format is attached as Exhibit E.
11. FINAL REPORT. Grantee shall prepare and submit to State, upon completion of the Project, a Final Report, which shall include: 1) an Executive Summary; 2) a comparison between the planned schedule in the Grant Agreement and actual timeline and explanation of the differences; and 3) a discussion of major problems that occurred in meeting the project goals and objectives as proposed and how and if they were resolved. The Final Report shall also contain a detailed description and analysis of project results including whether the purposes of the Project have been met, and a summary of the costs incurred and disposition of funds disbursed. The Final Report shall be provided in hard copy and digital format prior to final payment of grant funds retained by State. Final Report format is attached as Exhibit E.
12. GRANTEE REPRESENTATIONS. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding. Grantee shall comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, policies and regulations.
13. PERFORMANCE EVALUATION. Grantee's performance under this Grant Agreement will be evaluated by State after completion.
14. Labor Compliance. Grantee agrees to comply with all applicable California Labor Code requirements, including prevailing wage provisions. Grantee must, independently or through a third party, adopt and enforce a Department of Industrial Relations-certified Labor Compliance Program (LCP) meeting the requirements of Labor Code section 1771.5 for projects funded by:
- a. Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006; California Public Resources Code sections 75075 *et seq.*) or
  - b. Any other funding source requiring an LCP.

Grantee's failure to comply with LCP requirements is a breach of this Grant Agreement. At the State's request, Grantee must promptly submit written evidence of Grantee's compliance with the LCP requirements.

15. DEFAULT PROVISIONS. Grantee will be in default under this Grant Agreement if any of the following occur:
- a. Breach of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
  - b. Making any false warranty, representation or statement with respect to this Grant Agreement.
  - c. Failure to operate or maintain projects in accordance with this Grant Agreement.
  - d. Failure to make any remittance required by this Grant Agreement.
  - e. If applicable, the grantee fails to maintain compliance with the Urban Water Management Planning Act (CWC 10610 et. seq.)

Should an event of default occur, State may do any or all of the following:

- f. Declare the Grant be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
  - g. Terminate any obligation to make future payments to Grantee.
  - h. Terminate the Grant Agreement.
  - i. Take any other action that it deems necessary to protect its interests.
16. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be sent by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; (iii) by "overnight" delivery service; provided that next-business-day delivery is requested by the sender; or (iv) by facsimile transmission. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent by facsimile will be effective on the date of successful transmission, which is documented in writing. Notices shall be sent to the above addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one above.

The Grantee shall promptly notify the State of events or proposed changes that could affect the scope, budget, or work performed under this Grant 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, and the State has given written approval for such change. The Grantee shall notify the State at least ten (10) calendar days prior to any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. The Grantee shall promptly notify the State in writing of completion of work on the Project.

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

Department of Water Resources  
 Paula Landis  
 Chief Division of IRWM  
 P.O. Box 942836  
 Sacramento CA 94236-0001  
 Phone: (916) 651-9220  
 Fax: (916) 651-9292  
 e-mail: [plandis@water.ca.gov](mailto:plandis@water.ca.gov)

Santa Barbara County Water Agency  
 Scott D. McGolpin  
 Public Works Director  
 123 East Anapamu Street  
 Santa Barbara, CA 93101  
 Phone: (805) 568-3440  
 Fax: (805) 568-3434  
 e-mail: [Mnaftal@cosbpw.net](mailto:Mnaftal@cosbpw.net)

Direct all inquiries to the Project Manager:

Department of Water Resources  
Jerry Snow  
901 P Street, Rm 213A  
Sacramento, CA 95814  
Phone: (916) 651-9264  
Fax: (916) 651-9292  
e-mail: [glsnow@water.ca.gov](mailto:glsnow@water.ca.gov)

Santa Barbara County Water Agency  
Matt Naftaly  
123 East Anapamu Street  
Santa Barbara, CA 93101  
Phone: (805) 568-3440  
Fax: (805) 568-3434  
e-mail: [Mnaftal@cosbpw.net](mailto:Mnaftal@cosbpw.net)

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

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

- |           |                                      |
|-----------|--------------------------------------|
| Exhibit A | Project Work Plan                    |
| Exhibit B | Project Schedule                     |
| Exhibit C | Project Budget                       |
| Exhibit D | Standard Conditions                  |
| Exhibit E | Report Format and Requirements       |
| Exhibit F | Grantee Resolution                   |
| Exhibit G | Guidelines for Grantee and Borrowers |
| Exhibit H | Statewide Monitoring                 |

IN WITNESS WHEREOF, the parties have executed this Grant Agreement as of the date first above written.

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

Santa Barbara County Water Agency

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

\_\_\_\_\_  
Scott D. McGolpin  
Public Works Director

Date\_\_\_\_\_

Date\_\_\_\_\_

Approved as to legal form and sufficiency

\_\_\_\_\_  
Katherine A. Spanos, Assistant Chief Counsel  
Office of Chief Counsel

Date\_\_\_\_\_

**EXHIBIT A**  
**PROJECT WORK PLAN**

**Work Plan Tasks**

**Task 1: Update Existing IRWM Plan to Prop 84 Standards**

IRWM Plan 2012 will update the existing plan to IWRM Plan Standards as listed in Appendix C of the Guidelines. The plan also will incorporate progress made by the RWMG and stakeholders in their biennial update of the existing plan. Progress was made in several areas that will be incorporated into IRWM Plan 2012: (1) governance where a revised MOU enables full participation by NGOs (Heal the Ocean is now a member and participates on the Steering Committee); (2) project selection process where the region proactively conducted a transparent, public process to create an updated Master Project List and evaluate projects for implementation funding, (3) the identification of conflicts, issues, objectives and appropriate resource management strategies during the project selection process, and (4) stakeholder outreach that included seeking participation of new stakeholders and increased participation of DACs.

*Deliverables: IRWM Plan updated to IRWM Plan Standards per Appendix C of the Guidelines delivered to DWR by agreed upon date.*

**Task 1.1: Gather and Analyze Planning or Management Documents Relevant to Updating Existing IRWM Plan**

This task includes identifying documents that are pertinent to updating the IRWM Plan. Those documents may come from the following sources: (1) the Santa Barbara County region; (2) local agencies, cities or organizations; (3) other regions, the State of California or federal government; and (4) other organizations. These documents will inform on such topics as data management, climate change, reduction of GHGs, recycled water, salt and nutrient management, measuring project performance, economic analysis, etc.

*Deliverables: Technical memorandum summarizing documents pertinent to updating the IRWM Plan*

**Task 1.2: Update Select Sections of the 2007 Santa Barbara County IRWM Plan**

All of the sections of the 2007 Santa Barbara County IRWM Plan have been reviewed to determine the type and level of revision needed to make the IRWM Plan compliant with new standards. The review and revision necessary for the sections listed below is detailed in the Background Section of this application (p. A3-41, *How the Plan Meets Current IRWM Plan Standards*).

- ☐ Governance
- ☐ Region Description
- ☐ Objectives
- ☐ Resource Management Strategies
- ☐ Integration
- ☐ Impact and Benefit
- ☐ Plan Performance and Monitoring
- ☐ Finance
- ☐ Technical Analysis
- ☐ Relation to Local Water Planning
- ☐ Relation to Local Land Use Planning
- ☐ Coordination

Several sections (Project Review Process, Stakeholder Involvement, Data Management, and Climate Change) are not listed above because they are included as separate work plan tasks (tasks 2, 3, 4, and 5).

Projects that were reviewed during the Project Selection Process (2009-10) will be included in update of these sections. There is a Master List of projects that number over 100 projects that will be listed and projects that were selected to be included. Those projects were: Secondary Water Efficiency System Project, Leak Watch – Radio Water Conservation Metering Project, Goleta Sanitation District Wastewater Treatment Plant Upgrade, San Jose Creek Capacity Improvement and Fish Passage Project, Lompoc Valley Regional Leak Detection, Central Coast Water Authority Pipeline Erosion Damage Repair, and Guadalupe Recycled Water Feasibility Study.

*Deliverables: All sections of the IRWM Plan updated to IRWM Plan Standards per Appendix C of the Guidelines*

#### **Task 2: Project Review Process**

The project review process will utilize an integrated and multi-benefit approach to project selection. The process will adhere to Prop 84 guidelines, employ a transparent and interactive group decision-making process and support tools, encourage the participation of all regional stakeholders, conduct several workshops, and strive to reach the broadest possible consensus among stakeholders. The project review process will be guided by the RWMG and RWMG Steering Committee and employ the services of an experienced facilitator and expert on Multi-Objective Decision-Making (MODM). This process will be open to all stakeholders and RWMG members. Projects may be submitted by RWMG members or NGOs that partner with a RWMG member. The process will include four meetings, which include the kick-off meeting, two workshops, and one stakeholder workshop specifically for public information and input. Projects will only be considered eligible if they are compliant with CEQA requirements, are “ready-to-go,” if the project is in an approved plan, and if permitting is underway and achievable.

*Deliverables: Technical memorandum documenting the Project Review Process*

#### **Task 2.1a DAC and Stakeholder Outreach**

While there are five recognized DACs in the IRWM region that are directly involved in the RWMG, not all of them are able to participate in a process as time consuming as the project selection process. RWMG staff will contact the DACs to encourage participation and offer to represent their views and potential projects to the group as a whole. DACs may partner with other RWMG agencies to increase the resources available to execute DAC projects. RWMG staff will provide meeting notes to DAC and follow-up on items of interest to the DAC. In this way, DAC interests will be represented and their water management needs will be communicated to the region as a whole. RWMG staff will assist DACs in determining the best strategy for meeting project review requirements, such as scopes of work, schedules and budgets for proposed projects. This approach has been employed successfully in development of IRWM Plan 2007. It is the goal of the region to have DAC projects vying for funding in each round of implementation grant funding.

*Deliverables: Technical memorandum documenting the DAC and Stakeholder Outreach Process utilized in the Project Review Process as described above*

#### **Task 2.1b Stakeholder Outreach**

*Stakeholder outreach will be executed as described in Task 3.*

*Deliverable: Technical memorandum Stakeholder Outreach Process utilized in the Project Review Process as described in Task 2.1a.*

#### **Task 2.2: Kick-off Meeting**

The kick-off meeting will initiate the project review process and the RWMG and stakeholders will be invited to participate. The meeting goals will include: review DWR Guidelines; establish team standards (team vision, purpose goals, team member responsibilities, operating guidelines, etc.); provide background on multi-objective decision-making approach to project selection, scoring and ranking; identify current regional issues and conflicts and objectives, and review process for submission of projects to Master Project List (requires less information) and Priority Project List (requires more detailed information).

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*Deliverables: Meeting notes documenting accomplishments, participants, and agenda of the Kick-Off meeting*

**Task 2.3: Workshop #1**

This RWMG workshop will be open to participation by all stakeholders. This task will involve the following subtasks and meeting goals: overview of kick-off meeting; update regional needs and objectives; select appropriate Resource Management Strategies (RMS) based on achieving regional objectives; review of lists of submitted projects; discussion of developing projects to better meet regional objectives, Program Preferences, and Statewide Objectives; discussion of meeting project goals in more efficient/effective manner and alternative project approaches that reduce GHGs and incorporate climate change considerations; review of project information forms; multi-objective decision-making approach to scoring and ranking projects, and review of draft scoring of projects completed by the consultant with input from Project Proponents.

*Deliverables: Meeting notes documenting agenda, accomplishments, participants, and action items of the workshop.*

**Task 2.4: Public Information and Input Workshop**

The public will be invited to this workshop one month in advance. It will be held in the early evening in a central location to encourage broad participation. The public workshop will review Guidelines, status of Project Review Process to date; seek feedback on regional issues, conflicts, and objectives; multi-objective decision-making approach to scoring and ranking projects; review project list; review draft scoring of projects; discuss future opportunities for public input and methods of communicating input; schedule for completion of draft and final IRWM Plan.

*Deliverables: Meeting notes documenting agenda, accomplishments, participants, and action items of the workshop.*

**Task 2.5: Workshop #2**

Workshop #2 is a RWMG workshop that is open to participation by all stakeholders. The workshop agenda will include: review draft scoring of Priority Projects; complete final scoring of projects; review scoring using alternative weighting approaches; distribute draft project scoring sheet to entire RWMG for feedback. Steering Committee will review RWMG member feedback and re-score projects, if necessary.

*Deliverables: Meeting notes documenting agenda, accomplishments, participants, and action items of the workshop.*

**Task 3: Stakeholder and DAC Involvement**

Strategies will be developed with the goal of increasing stakeholder and DAC involvement in the project selection process. While there is a relatively broad list of stakeholders, including DACs, with a tradition of participation, other organizations will be targeted such as the South Coast Habitat Restoration, Santa Ynez Band of Chumash Indians, San Luis Obispo and Santa Barbara Counties Agricultural Watershed Coalition, Tri-County Fish Team, Land Trust for Santa Barbara, and Sustainable Conservation. Outreach also will expand to include electrical power suppliers, self-supplied water users, and other community organizations. This outreach will be conducted by the RWMG and IRWM staff.

To increase DAC involvement, the region will identify opportunities, constraints and anticipate potential challenges that DACs have encountered and may encounter in the IRWM process. In addition, the region will identify ways to successfully empower and integrate DACs and work toward outcomes that benefits their interests in the region. The region will research census data for the entire region to ensure that areas are identified as DACs, if the status is warranted.

The region will examine ways to improve its communications with DACs. The region will endeavor to keep in contact with DAC representatives to give them updates on the IRWM process, IRWM meeting notes and notices, and encouraged them to participate. The RWMG will explore how to assist DACs if they do not have the resources to participate. For example, the RWMG members can assist DACs in determining the best strategy for meeting project review requirements, such as scopes of work, schedules and budgets for



proposed projects. In the past, DAC communities have partnered with other DACs or non-DACs on projects. It is the goal of the region to have DAC projects considered for funding in each round of implementation grant funding.

*Deliverables: Technical memorandum documenting stakeholder and DAC outreach efforts and level of involvement in the process.*

**Task 3.1a: Update of DAC Section of the Outreach Plan**

This task updates the existing plan to include future opportunities for public input into the IRWM process. The DAC Outreach Plan will include a critique of the 2007 IRWM Plan Stakeholder Outreach Plan. The processes used for identifying stakeholders, building participation, assisting DACs, addressing water management issues, geographical representation and stakeholder interests, and outreach to other regions will be reviewed and updated.

*Deliverables: Technical memorandum outlining suggested updates to the DAC section of the Stakeholder Outreach Plan*

**Task 3.1b: Update Overall Stakeholder Outreach Plan**

This task updates the existing plan to include future opportunities for public input into the IRWM process. The Outreach Plan will include a critique of the 2007 IRWM Plan Stakeholder Outreach Plan. The processes used for identifying stakeholders, building participation, assisting DACs, addressing water management issues, geographical representation and stakeholder interests, and outreach to other regions will be reviewed and updated. Plan will include actions to increase DAC participation in RWMG meetings.

*Deliverables: Technical memorandum (TM) outlining suggested updates to the Stakeholder Outreach Plan. TM 3.1a will be combined into TM 3.1b.*

**Task 3.2a: Update List of DACs**

This task includes review of the existing DAC stakeholder list by the RWMG with consideration given to the expanding DAC stakeholder outreach required by Prop 84 Plan Standards. The list will be updated based on feedback of the aforementioned stakeholders. Solicit input from RWMG and current stakeholders on the following: (1) opportunities for further outreach; (2) strategies to target more active DACs involvement; and (3) existing vehicles/organizations that can be utilized for more effective communication/dissemination of information.

*Deliverables: Updated list of DAC stakeholders*

**Task 3.2b: Update List of Stakeholders**

This task includes review of the existing stakeholder list by the RWMG with consideration given to the expanding stakeholder outreach required by Prop 84 Plan Standards. The list will be updated based on feedback of the aforementioned stakeholders. Solicit input from RWMG and current stakeholders on opportunities for further outreach and existing vehicles/organizations that can be utilized for more effective communication/dissemination of information.

*Deliverables: Updated list of general stakeholders*

**Task 3.3: Finalize Stakeholder Outreach Plan**

This task includes writing a draft stakeholder outreach plan to be reviewed by the RWMG Steering Committee and stakeholders at a stakeholder workshop. The draft plan then will incorporate feedback. A final plan will be written, reviewed by the RWMG, and finalized and approved by the RWMG Steering Committee.

*Deliverables: Final Stakeholder Outreach Plan*

**Task 3.4: Public Workshop #1**

This task includes review of the IRWM Plan update process; overview of Guidelines; receive input on stakeholder outreach plan, list of stakeholders, and ways in which DAC participation could be expanded and supported by the RWMG; DWR IRWM Plan Standards; discussion/input on the nexus between IRWM and land use; input on regional issues/conflicts and objectives; review of RMS; discussion of multi-objective decision-making process to be used for project selection for Round 2 of Prop 84 implementation grant; and review of existing projects and project information. DACs will be contacted and encouraged to attend.

*Deliverables: Meeting notes including agenda, accomplishments, participants, and action items of the workshop.*

**Task 3.5: Public Workshop #2**

The public workshop will take place in the early evening at a central location to allow maximum participation by the public. This task will include the review of Plan Standards and how the required sections of the IRWM Plan are to be updated; feedback on update of IRWM Plan sections; review of progress on South Coast Recycled Water Initial Plan and Santa Maria Salt and Nutrient Management Plan Scoping Document; review of project existing project list; seek info on additional projects; seek input on evaluation and scoring of projects by RWMG; update on DMS; and review of feedback on the draft project scoring. DACs will be contacted and encouraged to attend.

*Deliverables: Meeting notes including agenda, accomplishments, participants, and action items of the workshop.*

**Task 3.6: Public Workshop #3**

This task includes review RWMG feedback on final project scoring; review of public comments on draft IRWM Plan; review of Round 2 Implementation Grant schedule and process; schedule for completion and submittal of IRWM Plan. DACs will be contacted regarding the meeting date, location and topics. Their questions or issues will be conveyed to the group upon their request.

*Deliverables: Meeting notes including agenda, accomplishments, participants, and action items of the workshop.*

**Task 3.7a: Update DAC section of Stakeholder Outreach Plan**

The Stakeholder Outreach Plan will be updated to include review of actual DAC participation and suggested actions for future consideration to increase the amount and quality of DAC participation.

*Deliverables: Technical Memorandum summarizing action DAC participation and suggestions for future participation.*

**Task 3.7b: Update of Stakeholder Outreach Plan**

Review of efficacy of original Stakeholder Outreach Plan, stakeholder participation and suggested actions for future consideration increase the amount and quality of overall stakeholder participation.

*Deliverables: Technical Memorandum (TM) summarizing action DAC participation and suggestions for future participation. TM 3.7a will be subsumed into the TM for this subtask.*

**Task 4: Establish Data Management System (DMS)****Introduction**

The objective of this task is to establish a DMS, which will set up a process of data collection, storage, and dissemination to IRWM participants, stakeholders, the public, and the State. The type of data that will be included for dissemination may include technical information such as designs, feasibility studies, reports, and information gathered for a specific project in any phase of development including the planning, design, construction, operation, and monitoring of a project. This task will also include cross referencing of existing data in various databases such as:

- The WDL that DWR maintains for the state, which stores data from various monitoring stations, including groundwater level wells, water quality stations, surface water stage and flow sites, rainfall/climate observers, and water well logs (<http://wdl.water.ca.gov/>).
- The SWAMP created by SWRCB has standards required for any group collecting or monitoring surface water quality data, using funds from Propositions 13, 40, 50, and 84 ([http://www.swrcb.ca.gov/water\\_issues/programs/swamp](http://www.swrcb.ca.gov/water_issues/programs/swamp)).
- The GAMA program is maintained by the SWRCB and provides a comprehensive assessment of water quality in water wells throughout the State. GAMA has two main components, the California Aquifer Susceptibility (CAS) assessment and the Voluntary Domestic Well Assessment Project. The CAS combines age dating of water and sampling for low-level volatile organic compounds to assess the relative susceptibility of public supply wells throughout the State. Because water quality in individual domestic wells is unregulated, the program is voluntary and will focus, as resources permit, on specific areas of the State. Constituents to be analyzed include nitrate, total and fecal coliform bacteria, methyl tert-butyl ether, and minerals (<http://www.swrcb.ca.gov/gama>).
- DWR maintains the Integrated Water Resources Information System (IWRIS), which is a data management tool for water resources data and not a database. IWRIS is a web based GIS application that allows entities to access, integrate, query, and visualize multiple sets of data simultaneously (<http://www.water.ca.gov/iwriss/>).
- California Environmental Resources Evaluation System (CERES) is an information system developed and maintained by the California Natural Resources Agency to facilitate access to a variety of electronic data describing California's rich and diverse environments.

The DMS as proposed in the 2007 Santa Barbara IRWM Plan needs improvements to include or better provide access to more local water-related information. Currently, Santa Barbara County maintains existing water resources-related and IRWM-related data on the Santa Barbara County Water Agency website located at: <http://www.countyofsb.org/pwd/water/index.htm>. This site also provides the forum for sharing of reports, public meeting dates, agendas, meeting minutes, and annual reports. In-depth data are not currently stored on the website and the GIS capabilities are not explored extensively.

The objective of the DMS for IRWM Plan 2012 is to store project related data and make it publicly available, to ensure efficient use of available data, stakeholder access to data, and to ensure the data generated by IRWM implementation activities can be integrated into existing State databases. A part of the effort of this task will be to explore financial and staff resources to implement the scope under this task.

#### **Task 4.1 Review Existing Data within the IRWM Region and Identify Data Needs**

This task includes identifying and analyzing documents and data that are pertinent to updating the IRWM Plan. The principal task will be to conduct review of previous studies, e.g., City of Santa Barbara's Water Supply Planning Study; SMVWCD annual report, reports of Santa Barbara County, and monitoring reports required by adjudicator. The data gaps/data needs within the IRWM region will be identified from the existing documents.

Where appropriate, data management will be coordinated with State and Federal databases in a format consistent with SWAMP and GAMA.

*Deliverables: Technical memorandum reviewing existing data and documents that could be stored and make available to stakeholders on an updated DMS and identifying data needs.*

#### **Task 4.2: Develop a Web-based DMS**

One of the objectives of the DMS is to make the data publicly available. This task includes planning the development of a web-based DMS with easy access to the participating agencies including stakeholders. The DMS will serve as a data repository for various types of data (for example, project related data, water quality data). Depending on the type of data, the components and protocols for data assimilation from various sources into the DMS will be developed. For example, a library of information for spatial data can be

compiled into a Geographic Information System (GIS) on a project by project basis and shared with the stakeholders.

The RWMG will decide on the use of an appropriate website to be used for developing the DMS. The existing Santa Barbara County Water Agency website located at: <http://www.countyofsb.org/pwd/water/index.htm> also may serve as a resource for the development of the DMS. This site may also be continued to provide the forum for sharing of reports, public meeting dates, agendas, meeting minutes, and annual reports. All data used to support development of the IRWM will be outlined in a database and available for review on the website, which will provide links to information available on partner agency websites. Any required documentation of Proposition 50 project management will be made available on the DMS website by appropriate project administrators.

*Deliverables: Technical memorandum summarizing different types of web-based DMS considered by the RWMG, criteria for selection of the DMS, planned approach to development of DMS, and future needs for set-up and maintenance of the DMS.*

#### **Task 4.3 Establish Typical Data Collection Technique**

For data gathering a common data collection protocol will be developed to keep the web-based DMS up-to-date. The protocol will describe the use of common and compatible methods for data gathering, monitoring, and reporting formats. A data collection technique will be developed in such a way that, if feasible, any update on the website will be communicated automatically to participating or select stakeholders to bring their attention to the changes made on the data bank.

*Deliverables: Technical memorandum summarizing approach to keeping DMS up-to-date, protocols and formats for stakeholder communications, data gathering, monitoring, and reporting.*

#### **Task 4.4 Develop Procedure for Adding Data to the DMS**

Separate account login information and the website links will be set up to provide access to the DMS for all the stakeholders. Guidelines for uploading the information to the DMS will be developed. Stakeholders will access the website to retrieve information, contribute data, or review data using their account login information.

*Deliverables: Technical memorandum identifying procedure to stakeholder access to the DMS.*

#### **Task 4.5 Maintain the DMS**

The responsibilities for maintenance of the DMS will be explored by the RWMG. The RWMG will select, but not necessarily implement, the best approach for maintaining the DMS. This task has the following goals:

- ☐ Develop guidelines for maintaining the DMS system
- ☐ Develop guidelines for updating information as it becomes available
- ☐ Develop guidelines for updating calendar of meetings and workshops to inform the stakeholders for the upcoming events
- ☐ Develop guidelines for encouraging participation from various stakeholders
- ☐ Develop guidelines for resolving any data management related issues

*Deliverables: Technical memorandum outlining guidelines for maintaining the DMS as noted above.*

#### **Task 4.6 Data Quality Assurance/Quality Control**

Quality assurance/quality control (QA/QC) of data is a task that involves reviewing the quality of data. This task includes outlining an approach for validation or quality assurance/quality control measures that might feasibly be implemented by the RWMG for data generated and submitted for inclusion into the DMS.

*Deliverables: Technical memorandum describing QA/QC approach to validating data entered into the DMS.*

#### **Task 4.7 Data Sharing**

This task includes a protocol preparation on how data collected for IRWM project implementation will be transferred or shared between members of the RWMG and other interested parties throughout the IRWM region, including local, State, and federal agencies. The data saved in the DMS will be distributed to the stakeholders. Efforts will be made to keep compatibility with the State databases including SWAMP, WDL, GAMA program, CEIC, and the CERES.

RWMG and public workshops will serve as the primary venue for information sharing. Other settings where information can be shared include quarterly project progress meetings, monthly agency coordination meetings, e-mail subscription lists, and monthly e-mail newsletters. These forums will serve to continue to facilitate the ongoing data sharing between stakeholders as well as the expansion of the existing Water Agency data warehousing activities.

*Deliverables: Technical memorandum outlining process for data sharing*

#### **Task 5: Climate Change**

##### **Introduction**

The region will incorporate climate change into its planning process. The tasks below outlines expected steps to be taken that will provide a sufficient level of analysis to bring the region into compliance with current standards. This level of analysis may be more qualitative at the beginning but will develop quantitative approaches in the future. Along with DWR, the region recognizes that funding constraints, limited availability of adaptation tools and conflicting federal policies may hinder preparation for climate change. As new information and tools become available, the region will employ an adaptive management approach to updating the IRWM Plan on an informal basis.

##### **Task 5.1: Gather and Analyze Adopted Policy and Legislation Dealing with Climate Change**

This task includes review of policy and legislation including Executive Order S-3-05 and the California Global Warming Solutions Act of 2006 (AB 32) (foundation for California's response to climate change), Senate Bill 97 (initiated formal changes to CEQA Guidelines for climate change analysis), and Executive Order S-13-08 (sea level rise study). Publications that will be reviewed include, but are not limited to, the *Climate Change Scoping Plan* (CARB, 2008), *Managing an Uncertain Future: Climate Change Adaptation Strategies for California's Water* (DWR, 2008), *2009 California Climate Adaptation Strategy* (CNRA, 2009), and *IRWM Climate Change Document Clearinghouse* (DWR, 2010). The region will review and integrate documents and policy s they become available.

*Deliverables: Technical memorandum identifying documents reviewed.*

##### **Task 5.2: Evaluate Potential Effects of Climate Change on the Region**

This task will include examining potential and likely impacts of climate change on the region. Imported SWP water supply may be impacted due to a reduction in snowpack in areas of origin. Climate change may impact water supply - specifically river flow with changes in the amount, intensity, timing, quality and variability of runoff and recharge. Other impacts may be experienced on the ecosystem, agriculture, forests, infrastructure, flooding and drought, and on coastal areas and the Delta. The initial assessment of impacts will be estimated based on available information and studies. As improvements in methodology occur, future revisions of the IRWM Plan 2012 will contain less qualitative and more quantitative analyses of climate change impacts.

*Deliverables: Technical memorandum evaluating potential effects of climate change to the region*

##### **Task 5.3: Identify Appropriate "No Regret" Adaptations to General Effects of Climate Change**

The region will identify and evaluate "no regret" adaptations that could be utilized to combat climate change. "No regret" adaptations are those that make sense in light of current water management challenges and in addition help with climate change. Examples of such adaptations to be considered include water use efficiency, recycled water, and ecosystem enhancement projects. "No regret" adaptations will be considered in the context of regional objectives and RMS.

*Deliverables: Technical memorandum identifying and evaluating "no regret" adaptations that could be undertaken by the region to combat potential climate change*

**Task 5.4: Examine Methods of Factoring Climate Change into Resource Management Strategies, Project Development, and the Project Selection Process**

During development of the IRWM Plan, the region will examine methods of factoring climate change into RMS, project development, and the project selection process. While climate change may be a factor in some existing RMS, the planning process will research identifying and utilizing other RMS. The task also will include development of approaches to incorporating energy efficiency strategies into projects. The project selection process will incorporate additional scoring benefits to projects that have climate change attributes. The RWMG will agree on the types of projects that should be undertaken in the short-term to be less vulnerable to climate change in the region.

*Deliverables: Technical memorandum identifying how climate change adaptations and energy efficiency strategies were factored into project development and project selection processes*

**Task 5.5: Utilize California Climate Vulnerability Assessment and Tools under Development to Assess Risk and Identify Suitable Adaptation Measures**

DWR expects that the California Climate Vulnerability Assessment and other tools (that will become available in the future) will enhance the region's ability to assess risk and evaluate approaches of adapting the region's water management system to climate change. The region will seek this information by attending appropriate workshops and subscribing to climate change sources of information. The RWMG will utilize existing tools to assess risk and develop suitable adaptation strategies.

*Deliverables: Technical memorandum reviewing how the California Climate Vulnerability Assessment and other tools, including workshops and various sources of information, could enhance region's ability to assess risk and evaluate adaptation approaches.*

**Task 5.6: Review Approaches to Mitigating Climate Change and Reducing GHG Emissions by Reducing Energy Consumption**

The region recognizes that climate change can be mitigated by reducing energy consumption. The end goal is to develop and select projects that are designed to reduce energy consumption as well as meet other IRWM Plan objectives. To that end, this task will review examples of end use water consumption (e.g. pumping water) in general and end use water consumption in the region and levels of energy consumption for each. When considering and evaluating regional projects, the plan will consider the benefit of using a project-level analysis as a means of disclosing and evaluating GHG emissions for project alternatives. A project-level GHG emissions analysis consists of the following: (1) estimate GHG emissions from the project; (2) establish significance criteria; (3) identify those project components that may support carbon sequestration; and, (4) if applicable, explain how the project may help in the adaptation to effects of Climate Change. This task will evaluate the costs and resources required to perform project-level analysis. Also considered will be all known applicable BMPs or other mitigation measures regarding energy efficiency that will reduce GHG. It is understood that DWR plans to require that future projects (not Round 1 projects) be CEQA climate change compliant.

*Deliverables: Technical memorandum reviewing what would be required for the region to be CEQA climate change compliant and how the region intends to factor in energy efficiency in the evaluation of projects*

**Task 6: Planning Studies**

There are two regional planning studies will be developed as part of preparation of IRWM Plan 2012. Each will be attached to the IRWM Plan 2012 as appendices, and their results will be incorporated directly into the Plan 2012 itself.

The "Groundwater Basin Assessment in Support of a Salt and Nutrient Management Plan" project will serve as a model for a regional salt and nutrient management plan. The City of Santa Maria and the Twitchell Management Authority have cooperated in the scoping, planning, and funding (provided matching funds for this grant application) of the Groundwater Basin Assessment.

The "South Coast Subregion Recycled Water Development Plan" is a study to support the increase of recycled water use in the South Coast sub-region. South Coast sub-region agencies and Heal the Ocean have been discussing ways to increase water recycling for over a year. After several meetings, consensus and support coalesced around a regional, cooperative approach to jointly study the opportunities and constraints, as a first step to most effectively expand recycled water use.

### **Task 6.1: Groundwater Basin Assessment in Support of Salt and Nutrient Management Plan**

#### Introduction

The *Groundwater Basin Assessment in Support of Salt and Nutrient Management Plan (Plan)* focuses on initial development of a Salt and Nutrient Management Plan for the Santa Maria Groundwater Basin that could improve surface and groundwater quality, as well as address the various requirements in effect. Development of a Salt and Nutrient Management Plan for groundwater basins is a requirement of the State Water Resources Control Board (SWRCB) as stated in the SWRCB Recycled Water Policy adopted in 2009. Although the Basin has been adjudicated, water quality is not well addressed the resulting order. In addition, although this assessment is focused on the Santa Maria Basin will serve as a model for other areas in the Region. Thus development of this salt and nutrient management plan will address several state-wide and Regional IRWM Objectives.

#### Scope of Work

A list of the tasks included in the scope of work follows:

##### *Task 6.1.1: Establish Collaborative Process*

Task 6.1.1.1 Develop a Collaborative Process for Discussions

Task 6.1.1.2 Develop RFP for Consultant Support

Task 6.1.1.3 Conduct Salt/Nutrient Plan Workshop for In-Basin Interests

*Deliverables: Technical memorandum reviewing how a collaborative process was established, copy of the RFP for consultant support, and meeting notes from workshop.*

##### *Task 6.1.2: Gather Data and Develop Data Management Protocol in Coordination with IRWM and County of Santa Barbara GIS-based data base requirements*

Task 6.1.2.1 Identify Constituents and Other Data Needs

Task 6.1.2.2 Gather Existing Data

Task 6.1.2.3 Develop Data Management Protocol and GIS themes

Task 6.1.2.4 Summarize and Evaluate Existing Data and Identify Data Gaps

Task 6.1.2.5 Coordinate with both the County of Santa Barbara and IRWM data management system(s) by providing all data regarding the project as required by the data management systems

*Deliverables: Technical memorandum summarizing existing data, data needs, process for gathering data, data management and GIS protocols, and process for coordinating with the County of Santa Barbara data bases.*

##### *Task 6.1.3: Develop Conceptual Model*

Task 6.1.3.1 Review existing Salt and Nutrient analysis models

Task 6.1.3.2 Describe Basin Characteristics

Task 6.1.3.3 Describe Current Management

Task 6.1.3.4 Conduct Preliminary Basin Analysis

*Deliverables: Technical memorandum describing existing salt and nutrient analysis models, Basin characteristics, current Basin management, and preliminary analysis.*

*Task 6.1.4: Review and Propose Updates to Existing Monitoring Plans*

*Deliverables: Technical memorandum summarizing process of reviewing existing monitoring plans and proposed updates to plans*

*Task 6.1.5: Develop Goals and Objectives*

*Task 6.1.5.1: Develop Institutional Goals and Objectives for Phase 1 Plan*

*Task 6.1.5.2: Develop Quantitative Goals and Objectives for Phase 1 Plan*

*Deliverables: Technical memorandum summarizing process for developing goals and objectives and final goals and objectives*

*Task 6.1.6: Develop Draft Phase 1 Salt and Nutrient Plan*

*Task 6.1.6.1: Develop Draft Phase 1 Plan (final plan is not a part of this scope)*

*Deliverables: Copy of final Draft Phase 1 Plan*

*Task 6.1.7: Project Management*

*Deliverables: Technical memorandum identifying steps in and products of project management*

**Task 6.2: Santa Barbara County/South Coast Sub-region Recycled Water Development Plan****Introduction**

The South Coast Watershed Sub-region will conduct a study to identify technical, institutional, political and social opportunities to increase the use of recycled water and address related constraints for implementation. This study coordinates with two IRWM Statewide Priorities, specifically "drought preparedness" and "use and reuse water more efficiently" and will serve to further the following Santa Barbara Region IRWM objectives: reduce water demand, increase water supply, and improve water quality. Currently, water not recycled is discharged to the ocean as treated sewage effluent.

Building on recent and current recycled water planning activities in the Sub-region, the Recycled Water Development Plan will consider the findings of previous studies as well as current thinking and discussion among the Sub-region water agencies from a regional perspective. As recognized in the Guidelines, applying a regional approach to recycled water planning can provide a process for developing strategies that result in synergies and efficiencies in the utilization of financial and water resources. Opportunities will be sought to potentially restructure or integrate previously envisioned local projects to maximize regional objectives, and potentially provide multiple benefits to multiple stakeholders. This study will identify the opportunities and constraints of advancing recycled water generation and use in the South Coast sub-region, and will describe next steps toward implementing cost-effective, feasible projects as elements of the Region's water management portfolio. The study will include the topics that are outlined in the SWRCB Water Recycling Program Funding Guidelines, Appendix B, to ensure that it is eligible for grant or low interest loans from the SWRCB. [http://www.waterboards.ca.gov/water\\_issues/programs/water\\_recycling\\_policy/docs/final\\_wrfpguidelines071508.pdf](http://www.waterboards.ca.gov/water_issues/programs/water_recycling_policy/docs/final_wrfpguidelines071508.pdf)

**Scope of Work**

A summary of the tasks included in the scope of work follows:

*Task 6.2.1: Initiate Stakeholder Process – A stakeholder process will be coordinated through the IRWM Plan 2012 outreach process. Stakeholders will be identified using existing contact lists, by regional environmental groups, and announcements of initiation of the planning effort on the South Coast.*

*Deliverables: Technical memorandum on how the stakeholder process was established*

*Task 6.2.2: Literature Review – Review previous pertinent study reports that describe recycled water planning and project implementation efforts for the South Coast sub-region obtained from the*



Cooperating Partners.

*Deliverables: Technical memorandum describing literature reviewed*

*Task 6.2.3: Regulations Summary* – Describe pertinent federal, state and local recycled water regulations and policies that affect recycled water system planning for the South Coast subregion.

*Deliverables: Technical memorandum identifying pertinent regulations and policies that may impact the planning process*

**Task 6.2.4: Existing Sewage Treatment and Recycled Water Systems** – For each of the four systems in the South Coast sub-region (i.e., City of Santa Barbara, Montecito, Carpinteria, and Goleta), summarize existing recycled water infrastructure, including source water, treatment methods, daily/seasonal ranges of flow, site layout/constraints, delivery systems (storage, conveyance and pumping), end users and associated recycled water use quantities and flow patterns (daily, seasonal), as well as point-of-use treatment, if applicable.

*Deliverables: Technical memorandum describing existing sewage treatment and recycled water systems of the four existing South Coast systems*

**Task 6.2.5: Potential Customers** – For each of the four systems described in Task 6.2.4 identify potential customers (urban, agricultural and industrial) that are not currently served with recycled water. In conjunction with information from previous market surveys conducted for some of the South Coast water agencies, current potable water use will be analyzed to identify potential opportunities for replacement with recycled water. In addition, expanded use of recycled water by existing customers will be explored.

*Deliverables: Technical memorandum identifying potential customers, potential expanded use by existing customers and the analysis of potential opportunities for replacement with recycled water.*

**Task 6.2.6: Treatment Needs** – For each of the recycled water end user opportunities identified in Task 6.2.4, identify treatment needs, i.e., levels of treatment required and options available to achieve these treatment levels) to meet the water quality requirements assumed or established through direct communications with the potential end users.

*Deliverables: Technical memorandum that builds on the 6.2.5 deliverable technical memorandum by identifying treatment required to meet water quality requirements of end users.*

*Task 6.2.7: Distribution Needs* – Based on the findings of tasks 6.2.5 and 6.2.6, broadly identify the potential distribution system needs, i.e., conveyance, storage, pumping, to provide recycled water to the candidate end users.

*Deliverables: Technical memorandum that broadly identifies potential distribution system needs*

**Task 6.2.8: Potential Projects** – Identify potential projects for near-term implementation. Characterize project benefits to the sub-region and evaluate projects based on an assessment of these benefits. Identify performance measures for each project to determine how IRWM objectives would be met. Identify project status and potential needs for additional study and evaluation such as a cost/benefit analysis, hydraulic modeling, groundwater modeling, etc., as needed to further advance the project.

*Deliverables: Technical memorandum identifying potential projects (that could be implemented in the near-term) with project performance measures, project status, and needs for additional study.*

*Task 6.2.9: Project Constraints* – Identify environmental, political, social constraints associated with the projects identified in Task 6.2.8 for both the sub-region in general and for specific agencies associated with specific potential projects.

*Deliverables: Technical memorandum identifying potential constraints*

*Task 6.2.10: Study Report* – Prepare draft and final report that will include an executive summary and consolidation of findings of the TMs prepared for tasks 6.2.1 through 6.2.9.

*Deliverables: Draft and final report with executive summary*

*Task 6.2.11: Project Oversight and Management* – Conduct project management and coordination activities to manage scope, budget and schedule.

*Deliverables: Technical memorandum summarizing project management activities*

#### Task 7: Write Draft IRWM Plan

The RWMG will manage the drafting of the Santa Barbara County IRWM Plan 2012. The drafting of the IRWM Plan 2012 will be preceded by the updating of required plan elements and additional planning studies. Those elements include the following:

- Compliance with IRWM Plan Standards (governance, region description, objectives, RMS, integration, impact and benefits, plan performance and monitoring, finance, technical analysis, relation to local water planning, relation to local land use planning, and coordination).
- Project review process (establishes a Master Project List, a Priority Project List, and list of projects (final priority projects) that will seek implementation funding in Prop 84, Round 2
- Stakeholder involvement plan (to include a series of public workshops and other public outreach to inform public stakeholders and seek and incorporate appropriate feedback from the public)
- DMS
- Climate change
- Planning studies regarding recycled water on the south coast and a groundwater basin assessment in support of an initial salt and nutrient plan.

Comments from the public and the RWMG on these elements will be incorporated into the Draft Plan. The Draft Plan will be reviewed by the RWMG and stakeholders.

*Deliverables: Draft IRWM Plan updated to IRWM Plan Standards per Appendix C of the Guidelines*

#### Task 8: Prepare Final IRWM Plan

##### **Task 8.1: Incorporate Comments on Draft Plan from Public and Stakeholders Group:**

The Final Plan will be made available for public review. It will include any updates to the projects lists including the final priority projects seeking implementation funding in Round 2, updates by the RWMG, and additional public input from the Draft Plan.

*Deliverables: Technical memorandum documenting any changes to the project lists or updates by the RWMG and a list of public comments and how comments were considered or incorporated.*

##### **Task 8.2: Incorporate Comments on Draft Plan from RWMG:**

The Prop 84 Regional Coordinator and RWMG Steering Committee will review the Final IRWM Plan 2012 and submit comments that will be incorporated into the document.

*Deliverables: Final Plan*

##### **Task 8.3: Preparation of Final Plan**

The Final IRWM Plan 2012 will incorporate comments and changes from the public, IRWM Regional Coordinator, the RWMG, and the RWMG Steering Committee. The Final IRWM Plan 2012 will be made available on the County of Santa Barbara IRWM website and at the County of Santa Barbara Water Agency.

*Deliverables: Final IRWM Plan and link to website where Final IRWM Plan is made available*

**Task 9: Adopt Plan**

This task involves seeking the endorsement and adoption of the Final IRWM Plan – 2012 from the County Board of Supervisors and RWMG agencies and organizations.

*Deliverables: Copy of formal adoption of Final IRWM Plan by the Santa Barbara County Board of Supervisors*

**Task 10: Quarterly and Final Reports**

During the development of the IRWM 2012 Plan project time period, quarterly reports and a final report will be prepared. The quarterly reports will include the following:

- Quarterly invoices to the Cooperating Partners
- Progress reports and status of each task (including percent completed)

The reports also will include summary of activities performed and the next steps. Any changes to the proposed work plan will be noted. In addition, an overall grant progress summary will be included.

The final report will include a summary of the status of the tasks along with the accomplishments.

*Deliverables: Submittal of quarterly invoices and progress reports*

<b>Task Number and Description</b>	<b>Deliverables</b>
<i>Task 1: Update Existing IRWM Plan to Prop 84 Standards</i>	<i>Deliverables: IRWM Plan updated to IRWM Plan Standards per Appendix C of the Guidelines delivered to DWR by agreed upon date.</i>
<i>Task 1.1: Gather and Analyze Planning or Management Documents Relevant to Updating Existing IRWM Plan</i>	<i>Deliverables: Technical memorandum summarizing documents pertinent to updating the IRWM Plan</i>
<i>Task 1.2: Update Select Sections of the 2007 Santa Barbara County IRWM Plan</i>	<i>Deliverables: All sections of the IRWM Plan updated to IRWM Plan Standards per Appendix C of the Guidelines</i>
<i>Task 2: Project Review Process</i>	<i>Deliverables: Technical memorandum documenting the Project Review Process</i>
<i>Task 2.1a: DAC Outreach</i>	<i>Deliverables: Technical memorandum documenting the DAC Outreach Process utilized in the Project Review Process</i>
<i>Task 2.1b: Stakeholder Outreach</i>	<i>Deliverable: Technical memorandum documenting Stakeholder Outreach Process</i>
<i>Task 2.2: Kick-off Meeting</i>	<i>Deliverables: Meeting notes documenting accomplishments, participants, and agenda of the Kick-Off meeting</i>
<i>Task 2.3: Workshop #1</i>	<i>Deliverables: Meeting notes documenting agenda, accomplishments, participants, and action items of the workshop.</i>
<i>Task 2.4: Public Information and Input Workshop</i>	<i>Deliverables: Meeting notes documenting agenda, accomplishments, participants, and action items of the workshop.</i>

Task 2.5: Workshop #2	Deliverables: Meeting notes documenting agenda, accomplishments, participants, and action items of the workshop.
Task 3.1a: Update of DAC Section of the Outreach Plan	Deliverables: Technical memorandum outlining suggested updates to the DAC section of the Stakeholder Outreach Plan
Task 3.1b: Update of Stakeholder Outreach Plan	Deliverables: Technical memorandum outlining suggested updates to the Stakeholder Outreach Plan
Task 3.2a: Update List of DACs	Deliverables: Updated list of DAC stakeholders
Task 3.2b: Update List of Stakeholders	Deliverables: Updated list of stakeholders
Task 3.3: Finalize Stakeholder Outreach Plan	Deliverables: Final Stakeholder Outreach Plan
Task 3.4: Public Workshop #1	Deliverables: Meeting notes including agenda, accomplishments, participants, and action items of the workshop.
Task 3.5: Public Workshop #2	Deliverables: Meeting notes including agenda, accomplishments, participants, and action items of the workshop.
Task 3.6: Public Workshop #3	Deliverables: Meeting notes including agenda, accomplishments, participants, and action items of the workshop.
Task 3.7a: Update DAC section of Stakeholder Outreach Plan	Deliverables: Technical Memorandum summarizing action DAC participation and suggestions for future participation.
Task 3.7b: Update of Stakeholder Outreach Plan	Deliverables: Technical Memorandum (TM) summarizing participation and suggestions for future participation. TM 3.7a will be subsumed into the TM for this subtask.
Task 4.1 Review Existing Data within the IRWM Region and Identify Data Needs	Deliverables: Technical memorandum reviewing existing data and documents that could be stored and made available to stakeholders on an updated DMS and identifying data needs.
Task 4.2: Develop a Web-based DMS	Deliverables: Technical memorandum summarizing different types of web-based DMS considered by the RWMG, criteria for selection of the DMS, planned approach to development of DMS, and future needs for set-up and maintenance of the DMS.
Task 4.3 Establish Typical Data Collection Technique	Deliverables: Technical memorandum summarizing approach to keeping DMS up-to-date, protocols and formats for

	stakeholder communications, data gathering, monitoring, and reporting.
Task 4.4 Develop Procedure for Adding Data to the DMS	Deliverables: Technical memorandum identifying procedure to stakeholder access to the DMS.
Task 4.5 Maintain the DMS	Deliverables: Technical memorandum outlining guidelines for maintaining the DMS as noted above.
Task 4.6 Data Quality Assurance/Quality Control	Deliverables: Technical memorandum describing QA/QC approach to validating data entered into the DMS.
Task 4.7 Data Sharing	Deliverables: Technical memorandum outlining process for data sharing
Task 5.1: Gather and Analyze Adopted Policy and Legislation Dealing with Climate Change	Deliverables: Technical memorandum identifying documents reviewed.
Task 5.2: Evaluate Potential Effects of Climate Change on the Region	Deliverables: Technical memorandum evaluating potential effects of climate change to the region
Task 5.3: Identify Appropriate "No Regret" Adaptations to General Effects of Climate Change	Deliverables: Technical memorandum identifying and evaluating "no regret" adaptations that could be undertaken by the region to combat potential climate change
Task 5.4: Examine Methods of Factoring Climate Change into Resource Management Strategies, Project Development, and the Project Selection Process	Deliverables: Technical memorandum identifying how climate change adaptations and energy efficiency strategies were factored into project development and project selection processes
Task 5.5: Utilize California Climate Vulnerability Assessment and Tools under Development to Assess Risk and Identify Suitable Adaptation Measures	Deliverables: Technical memorandum reviewing how the California Climate Vulnerability Assessment and other tools, including workshops and various sources of information, could enhance region's ability to assess risk and evaluate adaptation approaches.
Task 5.6: Review Approaches to Mitigating Climate Change and Reducing GHG Emissions by Reducing Energy Consumption	Deliverables: Technical memorandum reviewing what would be required for the region to be CEQA climate change compliant and how the region intends to factor in energy efficiency in the evaluation of projects
Task 6.1: Groundwater Basin Assessment in Support of Salt and Nutrient Management Plan	Deliverables: Technical memorandum reviewing how a collaborative process was established, copy of the RFP for consultant support, and meeting notes from workshop.

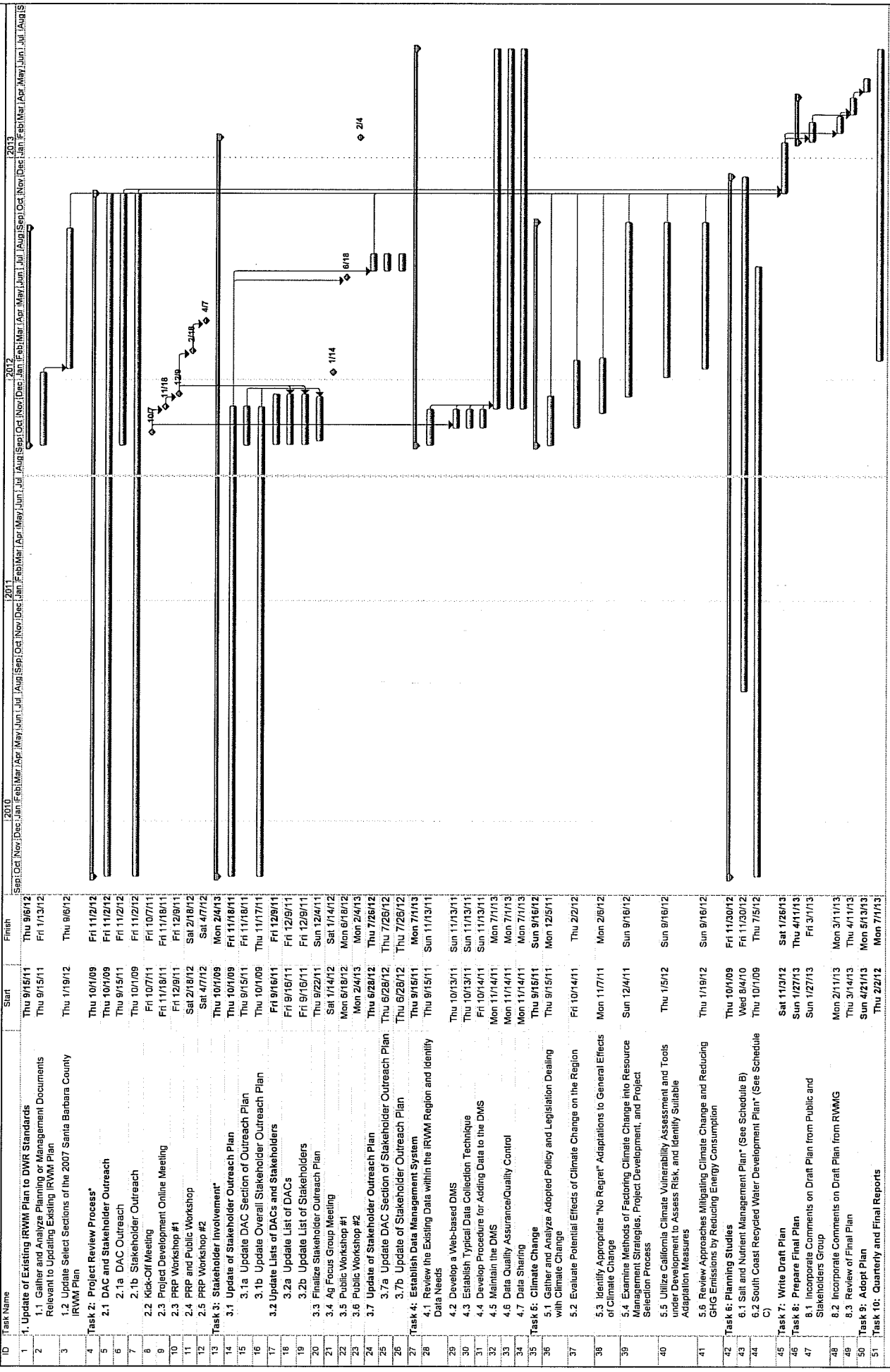
Task 6.1.2: Gather Data and Develop Data Management Protocol in Coordination with IRWM and County of Santa Barbara GIS-based data base requirements	Deliverables: Technical memorandum summarizing existing data, data needs, process for gathering data, data management and GIS protocols, and process for coordinating with the County of Santa Barbara data bases.
Task 6.1.3: Develop Conceptual Model	Deliverables: Technical memorandum describing existing salt and nutrient analysis models, Basin characteristics, current Basin management, and preliminary analysis.
Task 6.1.4: Review and Propose Updates to Existing Monitoring Plans	Deliverables: Technical memorandum summarizing process of reviewing existing monitoring plans and proposed updates to plans
Task 6.1.5: Develop Goals and Objectives	Deliverables: Technical memorandum summarizing process for developing goals and objectives and final goals and objectives
Task 6.1.6: Develop Draft Phase 1 Salt and Nutrient Plan	Deliverables: Copy of final Draft Phase 1 Salt and Nutrient Plan
Task 6.1.7: Project Management	Deliverables: Technical memorandum identifying steps in and products of project management
Santa Barbara County/South Coast Sub-region Recycled Water Development Plan Task 6.2.1: Initiate Stakeholder Process	Deliverables: Technical memorandum on how the stakeholder process was established
Task 6.2.2: Literature Review	Deliverables: Technical memorandum describing literature reviewed
Task 6.2.3: Regulations Summary	Deliverables: Technical memorandum identifying pertinent regulations and policies that may impact the planning process
Task 6.2.4: Existing Sewage Treatment and Recycled Water Systems	Deliverables: Technical memorandum describing existing sewage treatment and recycled water systems of the four existing South Coast systems
Task 6.2.5: Potential Customers	Deliverables: Technical memorandum identifying potential customers, potential expanded use by existing customers and the analysis of potential opportunities for replacement with recycled water.
Task 6.2.6: Treatment Needs	Deliverables: Technical memorandum that builds on the 6.2.5 deliverable technical memorandum by identifying treatment required to meet water quality requirements

	of end users.
Task 6.2.7: Distribution Needs	Deliverables: Technical memorandum that broadly identifies potential distribution system needs
Task 6.2.8: Potential Projects	Deliverables: Technical memorandum identifying potential projects (that could be implemented in the near-term) with project performance measures, project status, and nee
Task 6.2.9: Project Constraints	Deliverables: Technical memorandum identifying potential constraints
Task 6.2.10: Study Report	Deliverables: Draft and final report with executive summary
Task 6.2.11: Project Oversight and Management	Deliverables: Technical memorandum summarizing project management activities
Task 7: Write Draft IRWM Plan	Deliverables: Draft IRWM Plan updated to IRWM Plan Standards per Appendix C of the Guidelines
Task 8.1: Incorporate Comments on Draft Plan from Public and Stakeholders Group	Deliverables: Technical memorandum documenting any changes to the project lists or updates by the RWMG and a list of public comments and how comments were considered or incorporated.
Task 8.2: Incorporate Comments on Draft Plan from RWMG:	Deliverables: Final Plan
Task 8.3: Preparation of Final Plan	Deliverables: Final IRWM Plan and link to website where Final IRWM Plan is made available
Task 9: Adopt Plan	Deliverables: Copy of formal adoption of Final IRWM Plan by the Santa Barbara County Board of Supervisors
Task 10: Quarterly and Final Reports	Deliverables: Submittal of quarterly invoices and progress reports

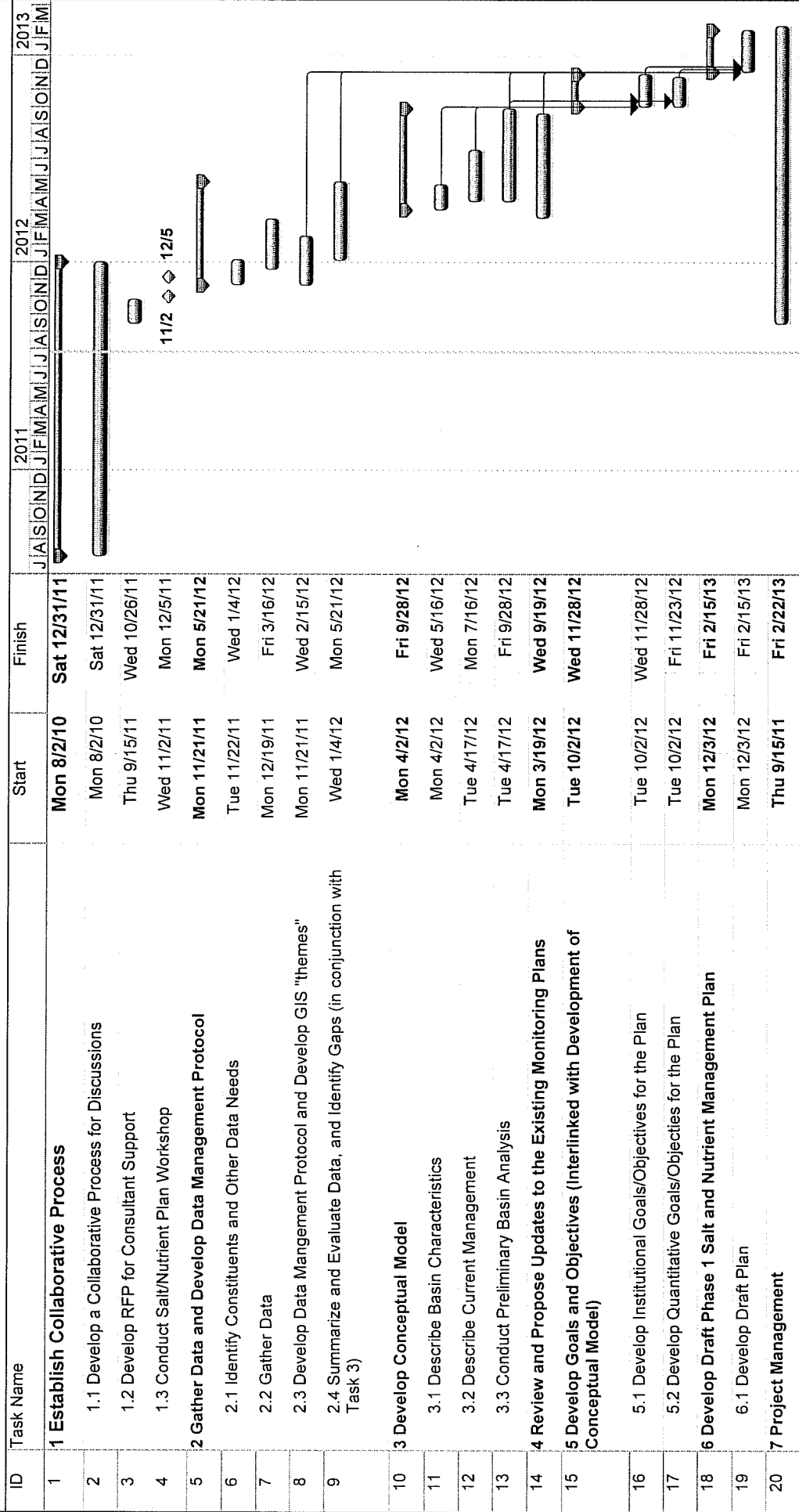
**EXHIBIT B**  
**PROJECT SCHEDULE**



# Schedule A: Santa Barbara County IRWM Plan 2012 Schedule Revised to Include Expenditure of Matching Funds



## Schedule B: Salt and Nutrient Management Plan - Phase I Revised to Include Expenditure of Matching Funds



Project: Schedule B - Salt and Nutrient Management Plan - Phase 1  
Date: Mon 7/25/11 10:45 AM

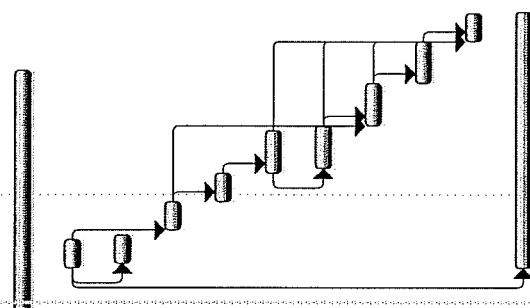
Summary

Task Milestone

\*Includes time contributed to matching funds

**Schedule C: South Coast Recycled Water Development Plan**  
**Revised to Include Expenditure of Matching Funds**

ID	Task Name	Start	Finish	2010	2011	2012	2013
1	1 South Coast Recycled Water Development Plan	Thu 10/1/09	Thu 9/27/12	S	O	N	I
2	1.1 Stakeholder Outreach	Thu 10/1/09	Mon 7/2/12				
3	1.2 Conduct Literature Review	Thu 9/15/11	Wed 10/26/11				
4	1.3 Prepare Regulations Summary	Thu 9/22/11	Wed 11/2/11				
5	1.4 Summarize Existing Recycled Water Systems	Thu 11/10/11	Wed 12/21/11				
6	1.5 Identify Potential Customers	Thu 12/22/11	Wed 2/1/12				
7	1.6 Study Treatment Needs	Thu 2/2/12	Wed 4/4/12				
8	1.7 Study Distribution Needs	Thu 2/9/12	Wed 4/11/12				
9	1.8 Identify Potential Projects	Thu 4/12/12	Wed 6/13/12				
10	1.9 Identify Project Constraints	Thu 6/14/12	Tue 8/14/12				
11	1.10 Prepare Study Report	Wed 8/15/12	Tue 9/25/12				
12	1.11 Provide Project Oversight and Management	Thu 9/15/11	Thu 9/27/12				



Summary

Milestone

Task

Project: Schedule C - South Coast Recycled Water Development Plan  
 Date: Mon 7/25/11 10:42 AM

\*Includes time contributed to matching funds

**EXHIBIT C**  
**PROJECT BUDGET**

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

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

Example: A Grantee submits Invoice 1 that includes costs for Task 2 of a grant agreement; and Task 2 is split as local cost share of 25% and grant share as 75% for a total of \$100. If the grantee submits an invoice for \$4, then \$1 would be drawn down from the local cost match, and \$3 would be reimbursed from the grant share (minus 10% retention 0.30 cents). The total Invoice 1 reimbursement for the grantee would be \$2.70.

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

The 10 percent retention withheld by DWR on each invoice, by task, will be released to the grantee upon: 1) DWRs receipt of a request for release of retention, and 2) confirmation by DWR that all deliverables shown in Exhibit A have been received.

**Santa Barbara County IRWM Plan 2012**  
DAC Expenditures

Task Number per Work Plan	Budget Category	Non-State Share* (Funding Match)	Requested Grant Funding (DWR Grant Amount)	Total	% Funding Match	DAC Expenditures
(1)	<b>Update of Existing IRWM Plan to DWR Standards</b>	<b>\$55,284</b>	<b>\$119,908</b>	<b>\$175,192</b>	<b>32%</b>	<b>\$30,206</b>
(1.1)	Gather and Analyze Planning or Management Documents Relevant to Updating Existing IRWM Plan	\$8,293	\$17,986	\$26,279		
(1.2)	Update Select Sections of the 2007 Santa Barbara County IRWM Plan	\$46,991	\$101,922	\$148,913		
(2)	<b>Project Review Process</b>	<b>\$31,122</b>	<b>\$45,004</b>	<b>\$76,126</b>	<b>41%</b>	
(2.1a)	DAC Outreach	\$622	\$900	\$1,523		\$1,523
(2.1b)	Stakeholder Outreach	\$2,490	\$3,600	\$6,090		
(2.2)	Kick-Off Meeting	\$7,781	\$11,251	\$19,032		
(2.3)	Workshop #1	\$6,224	\$9,001	\$15,225		
(2.4)	Public Workshop	\$6,224	\$9,001	\$15,225		
(2.5)	Workshop #2	\$7,781	\$11,251	\$19,032		
(3)	<b>Stakeholder Involvement</b>	<b>\$23,235</b>	<b>\$19,986</b>	<b>\$43,221</b>	<b>54%</b>	
(3.1a)	Update DAC Section of Outreach Plan	\$233	\$200	\$433		\$433
(3.1b)	Update Overall Stakeholder Outreach Plan	\$929	\$799	\$1,729		
(3.2a)	Update List of DACs	\$697	\$600	\$1,297		\$1,297
(3.2b)	Update List of Stakeholders	\$2,788	\$2,398	\$5,186		
(3.3)	Finalize Stakeholder Outreach Plan	\$1,394	\$1,199	\$2,593		
(3.4)	Public Workshop #1	\$5,111	\$4,397	\$9,508		
(3.5)	Public Workshop #2	\$4,647	\$3,997	\$8,644		
(3.6)	Public Workshop #3	\$5,111	\$4,397	\$9,508		
(3.7a)	Update DAC section of Stakeholder Outreach Plan	\$465	\$400	\$864		\$864
(3.7b)	Update of Stakeholder Outreach Plan	\$1,859	\$1,599	\$3,458		
(4)	<b>Establish Data Management System</b>	<b>\$9,686</b>	<b>\$19,989</b>	<b>\$29,675</b>	<b>33%</b>	<b>\$5,116</b>
(4.1)	Review the Existing Data within the IRWM Region and Identify Data Needs	\$1,453	\$2,998	\$4,451		
(4.2)	Develop a Web-based DMS	\$4,359	\$8,995	\$13,354		
(4.3)	Establish Typical Data Collection Technique	\$484	\$999	\$1,484		
(4.4)	Develop Procedure for Adding Data to the DMS	\$484	\$999	\$1,484		
(4.5)	Maintain the DMS	\$1,453	\$2,998	\$4,451		
(4.6)	Data Quality Assurance/Quality Control	\$484	\$999	\$1,484		
(4.7)	Data Sharing	\$969	\$1,999	\$2,968		
(5)	<b>Climate Change</b>	<b>\$7,035</b>	<b>\$44,964</b>	<b>\$51,999</b>	<b>14%</b>	<b>\$8,965</b>
(5.1)	Gather and Analyze Adopted Policy and Legislation Dealing with Climate Change	\$1,407	\$8,993	\$10,400		
(5.2)	Evaluate Potential Effects of Climate Change on the Region	\$2,111	\$13,489	\$15,600		
(5.3)	Identify Appropriate "No Regret" Adaptations to General Effects of Climate Change	\$704	\$4,496	\$5,200		
(5.4)	Examine Methods of Factoring Climate Change into Resource Management Strategies, Project Development, and Project Selection Process	\$1,407	\$8,993	\$10,400		
(5.5)	Utilize California Climate Vulnerability Assessment and Tools under Development to Assess Risk, and Identify Suitable Adaptation Measures	\$704	\$4,496	\$5,200		
(5.6)	Review Approaches Mitigating Climate Change and Reducing GHG Emissions by Reducing Energy Consumption	\$704	\$4,496	\$5,200		
(6.1)	<b>Salt and Nutrient Management Plan - Phase I</b>	<b>\$58,996</b>	<b>\$99,160</b>	<b>\$158,156</b>	<b>37%</b>	<b>\$19,770</b>
(6.1.1)	Establish Collaborative Process for Discussion	\$3,909	\$6,570	\$10,479		
(6.1.2)	Gather Data and Develop Data Management Protocol	\$11,361	\$19,096	\$30,457		
(6.1.3)	Develop Conceptual Model	\$14,209	\$23,882	\$38,092		
(6.1.4)	Review and Propose Updates to the Existing Monitoring Plans	\$6,344	\$10,664	\$17,008		
(6.1.5)	Develop Goals and Objectives	\$6,922	\$11,634	\$18,556		
(6.1.6)	Develop Draft Phase 1 Plan	\$11,857	\$19,929	\$31,786		
(6.1.7)	Project Management	\$4,394	\$7,385	\$11,778		
(6.2)	<b>South Coast Recycled Water Development Plan</b>	<b>\$30,534</b>	<b>\$98,770</b>	<b>\$129,304</b>	<b>24%</b>	
(6.2.1)	Stakeholder Outreach	\$1,527	\$4,939	\$6,465		
(6.2.2)	Conduct Literature Review	\$916	\$2,963	\$3,879		
(6.2.3)	Prepare Regulations Summary	\$1,221	\$3,951	\$5,172		
(6.2.4)	Summarize Existing Recycled Water Systems	\$1,832	\$5,926	\$7,758		
(6.2.5)	Identify Potential Customers	\$4,580	\$14,816	\$19,396		
(6.2.6)	Study Treatment Needs	\$3,359	\$10,865	\$14,223		
(6.2.7)	Study Distribution Needs	\$3,969	\$12,840	\$16,810		
(6.2.8)	Identify Potential Projects	\$7,023	\$22,717	\$29,740		
(6.2.9)	Identify Project Constraints	\$1,221	\$3,951	\$5,172		
(6.2.10)	Prepare Study Report	\$3,053	\$9,877	\$12,930		
(6.2.11)	Provide Project Oversight and Management	\$1,832	\$5,926	\$7,758		
(7)	<b>Write Draft Plan</b>	<b>\$0</b>	<b>\$49,956</b>	<b>\$49,956</b>	<b>0%</b>	
(8)	<b>Prepare Final Plan</b>	<b>\$0</b>	<b>\$30,054</b>	<b>\$30,054</b>	<b>0%</b>	<b>\$13,795</b>
(8.1)	Incorporate Comments on Draft Plan from public and Stakeholders Group	\$0	\$12,527	\$12,527		
(8.2)	Incorporate Comments on Draft Plan from RWMG	\$0	\$5,000	\$5,000		
(8.3)	Review of Final Plan	\$0	\$12,527	\$12,527		
(9)	<b>Adopt Plan</b>	<b>\$0</b>	<b>\$2,980</b>	<b>\$2,980</b>	<b>0%</b>	
(10)	<b>Quarterly and Final Reports</b>	<b>\$0</b>	<b>\$24,966</b>	<b>\$24,966</b>	<b>0%</b>	<b>\$4,818</b>
...	<b>Total Budget</b>	<b>\$215,892</b>	<b>\$555,737</b>	<b>\$771,629</b>	<b>28%</b>	<b>\$86,787</b>

**EXHIBIT D**  
**STANDARD CONDITIONS**

**D.1 ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENT:**

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

**D.2 ACKNOWLEDGEMENT OF CREDIT:** Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Grant Agreement.

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

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

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

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

**D.6 BUDGET CONTINGENCY: LIMIT ON STATE FUNDS.** Pursuant to the California Disaster Preparedness and Flood Prevention Bond Act of 2006 and the California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 and subject to the availability of

funds, including any mandates from the Department of Finance, the Pooled Money Investment Board ("PMIB") or any other state authority, the State will not make payments of any kind – advances or reimbursements – until funding is made available by the State Treasurer, after allocation decisions are made by the Pooled Money Investment Board and Department of Finance.

- D.7 CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.8 COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.
- D.9 COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.10 CONFLICT OF INTEREST**
- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
  - b) **Former State Employee:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- D.11 DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.12 DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 days prior to submission of the final project invoice, a final inventory list of equipment purchased with grant funds provided by State. Grantee shall consult with State on the scope of the inventory not less than 60 days prior to the submission of the final project invoice. The inventory shall include all items with a current estimated fair market value of more than \$5,000 per item. Within 60 days of receipt of such inventory, State shall provide Grantee with a list of the items on the inventory that State will

take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

- D.13 DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail.

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

**D.14 DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

- D.16 FUNDING RECIPIENT COMMITMENTS.** Funding Recipient accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for California Disaster Preparedness and Flood Prevention Bond Act of 2006 and the California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 financing.

- D.17 GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.



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- D.18 INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Grant Agreement.
- D.19 INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantee, if any, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.20 INSPECTIONS:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any local project sponsor, subagreements, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State. Grantee acknowledges that the Project work site will be reportable under the Public Records Act (California Government Code Section 6250 *et seq.*). State shall have the right to inspect the Grantee's office at any and all reasonable times after completion of the project to ensure compliance with the terms and conditions of this Grant Agreement. During regular office hours, State shall have the right to inspect and to make copies of any books, records, or reports of the Grantee relating to this Grant Agreement. Grantee shall maintain and shall make available at all times for such inspection accurate records of its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.21 NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under the Grant Agreement.
- D.22 NO THIRD PARTY RIGHTS:** The parties to this Grant Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
- D.23 OPINIONS AND DETERMINATIONS:** The parties agree that review or approval of any IRWM Program applications, documents, permits, plans and specifications or other program information by the State is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the IRWM Program.
- D.24 PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS.** Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing its obligations under this Grant Agreement. Grantee shall comply with the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*) and other applicable federal, State, and

local laws, rules, and regulations, guidelines, and requirements prior to disbursement of funds under this Grant Agreement.

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

- D.25 PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** Grantee and Local Project Sponsors shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the IRWM Program without prior permission of State. Grantee and Local Project Sponsors shall not take any action concerning the performance of this Grant Agreement, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property acquired through this Grant Agreement be remitted to State.
- D.26 REMEDIES, COSTS, AND ATTORNEY FEES:** The Grantee agrees that any remedy provided in this Grant Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State as a result of breach of this Grant Agreement by the Grantee, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Grant Agreement by the State shall not preclude the State from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Grant Agreement, it is agreed that the prevailing party shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.
- D.27 RETENTION:** Notwithstanding any other provision of this Grant Agreement, the State shall retain up to ten percent (10%) of the grant amount specified in this Grant Agreement until completion of the Project and is accepted by the State.
- D.28 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 Grant Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.
- D.29 SEVERABILITY of UNENFORCEABLE PROVISION:** If any provision of this Grant Agreement is held invalid or unenforceable by a court of final jurisdiction, all other provisions of this Grant Agreement shall be construed to remain fully valid, enforceable, and binding on the parties.
- D.30 STATE REVIEWS AND INDEMNIFICATION:** The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the State is for administrative purposes only and does not relieve the Grantee 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 and the State against any loss or liability arising out of any claim or action brought against the State from and against any and all losses, claims, damages, liabilities or expenses, of every

conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with:

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

Grantee agrees to pay and discharge any judgment or award entered or made against the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of the Grant Agreement.

- D.31 SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.32 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, 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 Grant Agreement within a reasonable time as established by the State. In the event of such termination, the Grantee agrees, upon demand, to immediately repay to the State 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.
- D.33 TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.34 TRAVEL:** Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement. Travel will be reimbursed at or below the rate allowed for unrepresented State employees. These rates are published at: <http://www.dpa.ca.gov/personnel-policies/travel/main.htm> or its successor website. For the purpose of computing such expenses, Grantee's designated headquarters shall be: 1810 E. Hazelton Avenue, Stockton, California. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

- D.35 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 have force and effect and shall not be affected thereby.
- D.36 WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.
- D.37 WITHHOLDING OF GRANT DISBURSEMENTS:** The State may withhold all or any portion of the grant funds provided for by this Grant Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Grant Agreement; or the Grantee fails to maintain reasonable progress toward completion of the Project.

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**EXHIBIT E**  
**REPORT FORMAT AND REQUIREMENTS**

Progress Reports

Grantee shall use the following outline as a template for Progress Reports. Grantee shall submit progress reports on a regular, consistent basis to meet the State's requirement for disbursement of funds. The reporting period shall not exceed a 3-month period (quarter) in duration.

E.1 Executive Summary

Provide a brief summary of project status for the period covered by the Progress Report.

E.2 Report Status

- a) Describe work performed during the reporting period
- b) Describe major accomplishments, such as:
  - i) Tasks completed
  - ii) Milestones met
  - iii) Meetings held or attended
  - iv) Press release, etc.
  - v) Data delivered or information gained
  - vi) Status of Tasks that involve Disadvantaged Community (DAC) or Native American (NA) assistance (if applicable to scope of work)
- c) Discuss any issues or concerns that may affect the schedule or budget and include recommendations on how to correct the matter(s).
- d) Discuss activities planned for the next reporting period
  - i) A description of work to be performed in the next reporting period
  - ii) Issues/concerns that may affect the schedule or budget in the future and how the matter(s) will be addressed

E.3 Cost Information

- a) Identify costs incurred during the reporting period by Grantee and each subcontractor working on the project. Include hours per task worked on during the reporting period for above personnel.
- b) Discuss how the actual budget is progressing in comparison to the latest Project Budget.
- c) Provide a revised budget, by task, if changed from the latest Project Budget.

E.4 Schedule Information

- a) Provide a project schedule showing actual progress versus planned progress from the latest Schedule.
- b) Discuss how the actual schedule is progressing in comparison to the latest Project Schedule.
- c) Provide a revised schedule, by task, if changed from the latest Project Schedule.

**FINAL REPORT**

Grantee shall prepare and submit to State, on completion of the project, an original, two hard copies and one copy in electronic format of the Final Project Report, which shall include at a minimum:

- Executive Summary;
- Comparison of the actual work performed with tasks in the Exhibit A, Project Work Plan, with an explanation of the differences.
- Discussion of Tasks that involved and/or benefited DACs or NA Tribes.
- Discussion of major problems that occurred in meeting the project goals and objectives as proposed and how and if they were resolved.
- Detailed description and analysis of project results and benefits attained or goals achieved.
- A summary of the costs incurred and disposition of funds be disbursed, including a table showing actual costs versus the costs in the Exhibit C, Project Budget, by task with an explanation of the differences. When applicable, include a summary of grant expenditures, by task, which benefited DACs or NA Tribes.

The Final Project Report shall also include all final deliverables as described in Exhibit A, Project Work Plan.

#### **ELECTRONIC REPORTING**

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

- Text preferably in MS WORD and also text PDF format.
- Files named so that the public can determine their content. For example, file naming of reports must have the title and, if subdivided into smaller sized files, the chapter number/letter and names in the report Table of Content (TOC); files of maps, figures, and tables by number/letter as referenced in the TOC; well logs files with DWR required naming convention; and appendix number/letter as named in the TOC.

**EXHIBIT F**  
**GRANTEE RESOLUTION**

RESOLUTION OF THE BOARD OF DIRECTORS FOR THE  
SANTA BARBARA COUNTY WATER AGENCY  
STATE OF CALIFORNIA

IN THE MATTER OF SUPPORTING THE )  
GRANT APPLICATION FOR THE ) Resolution No. 10-193  
PROP 84 IRWM PLANNING GRANT )

WHEREAS, the County of Santa Barbara, through the Santa Barbara County Water Agency, is working cooperatively to conserve and protect our valuable water resources with water purveyors and special districts throughout the county; and

WHEREAS, in January, 2008 the Santa Barbara County Water Agency completed an Integrated Regional Water Management Plan pursuant to Division 6, Part 2.2 of the California Water Code Section 10530, *et seq.*, and

WHEREAS, PROPOSITION 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Water Code Section 75001 *et seq.*) requires updating of the Integrated Regional Water Management Plan as a condition of receiving Prop 84 Implementation grant funds, and provides planning grant funds to do so,

WHEREAS, the Santa Barbara County Water Agency is acting as the lead agency for the Prop 84 Planning and Implementation Grant Process;

NOW, THEREFORE, BE IT RESOLVED AND HEREBY ORDERED that the Santa Barbara County Water Agency Board of Directors, State of California, agrees and authorizes:

1. That this Board has reviewed and supports the application made to the California Department of Water Resources to obtain an Integrated Regional Water Management Planning Grant pursuant to PROPOSITION 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Water Code Section 75001 *et seq.*) and to receive grant funding for the Santa Barbara County Regional IRWMP Plan.
2. The Public Works Director or designee of the County of Santa Barbara is hereby authorized and directed to prepare the necessary data, make investigations, execute, and file such application.
3. Authorize the Public Works Director or designee to enter into any and all agreements, amendments, and subsequent agreements with DWR to receive Proposition 84 funding.



117

IN THE MATTER OF SUPPORTING THE  
GRANT APPLICATION FOR THE  
PROPOSITION 84 IRWM PLANNING GRANT  
Page 2 of 2

**PASSED, APPROVED, AND ADOPTED** by the Board of Supervisors of the  
County of Santa Barbara, State of California, on this 11<sup>th</sup> day of  
July, 2010 by the following vote:

**AYES:** Supervisor Wolf, Supervisor Farr, Supervisor Gray and Supervisor  
Centeno

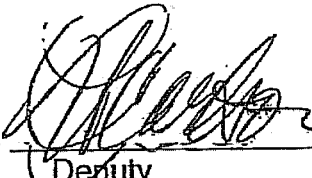
**NAYS:** None

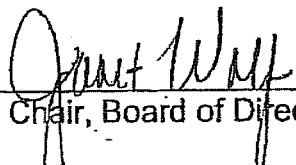
**ABSENT:** Supervisor Carbajal

**ABSTAIN:** None

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

ACCEPTED AND AGREED:  
SANTA BARBARA COUNTY  
WATER AGENCY

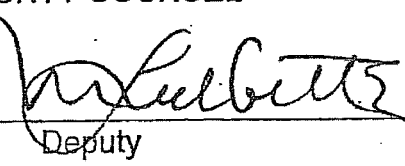
By:   
Deputy

By:   
Chair, Board of Directors

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W. GEIS,  
AUDITOR CONTROLLER

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

By:   
Deputy

By:   
Deputy

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**EXHIBIT G**  
**GUIDELINES FOR GRANTEES AND BORROWERS**

The lists below details the documents/records that State Auditors would need to review in the event of a grant or loan being audited. Grantees and borrowers should ensure that such records are maintained for each funded project.

**Internal Controls:**

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

**Grants or Loans:**

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

**Contracts:**

1. All subcontractor and consultant contracts and related or partners documents, if applicable.
2. Contracts between the Agency and member agencies as related to the grant or loan funded Program/Project.

**Invoices:**

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

**Cash Documents:**

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

**Accounting Records:**

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

**Administration Costs:**

1. Supporting documents showing the calculation of administration costs.

**Personnel:**

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

Project Files:

1. All supporting documentation maintained in the project files.
2. All grant or loan related correspondence.

**Exhibit H  
Statewide Monitoring**

**REQUIREMENTS FOR STATEWIDE MONITORING AND DATA SUBMITTAL**

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

Surface water quality monitoring data shall be submitted to the Surface Water Ambient Monitoring Program (SWAMP), which is administered by the State Water Resources Control Board (SWRCB).

SWAMP comparable electronic format shall be followed. SWAMP data formats and templates can be accessed at:

<http://swamp.mpsl.miml.calstate.edu/resources-and-downloads/database-management-systems/swamp-25-database>

Groundwater quality monitoring data shall be submitted to the State through the SWRCB Groundwater Ambient Monitoring and Assessment (GAMA) Program. If a project work plan contains a groundwater ambient monitoring element, the Grantee shall contact the SWRCB GAMA Program for guidance on the submittal of ambient groundwater data. Information on the SWRCB GAMA Program can be obtained at:

[http://www.waterboards.ca.gov/water\\_issues/programs/gama/](http://www.waterboards.ca.gov/water_issues/programs/gama/)

Prior to the Grantee implementing any sampling or monitoring activities, State must be notified in writing as the planned procedure for submittal of groundwater data to GAMA.