

Contract Summary Form:

Contract Number: BC 13-048

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000). If less than \$100,000, submit a purchasing requisition to the Purchasing Division of General Services. See "Online Purchasing Manual" under "General Services", "Purchasing", "Policies and Procedures. "See also "Contracts for Services" policy. Form not applicable to revenue contracts.

D1. Fiscal Year : FY 12-13
D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) : 054
D3. Requisition Number :
D4. Department Name : Water Agency
D5. Contact Person : Matt Naftaly
D6. Phone : 3542

K1. Contract Type (check one): [] Personal Service [] Capital Project/Construction
K2. Brief Summary of Contract Description/Purpose : pass through agreement for City of Santa Maria to receive Prop 84 Implementation Round 1 funding from DWR (Untreated Water Landscaping Irrigation Project)

K3. Original Contract Amount : \$521,428
K4. Contract Begin Date : 8/14/12
K5. Original Contract End Date : 10/15/15 plus 15 years
K6. Amendment History (leave blank if no prior amendments):
Table with columns: Seq#, EffectiveDate, ThisAmndtAmt, CumAmndtToDate, NewTotalAmt, NewEndDate, Purpose (2-4 words)

K7. Department Project Number :
B1. Is this a Board Contract? (Yes/No) : Yes
B2. Number of Workers Displaced (if any) : N/A
B3. Number of Competitive Bids (if any) : N/A
B4. Lowest Bid Amount (if bid) : \$
B5. If Board waived bids, show Agenda Date :
B6. ... and Agenda Item Number : #
B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) :

F1. Encumbrance Transaction Code : 1701
F2. Current Year Encumbrance Amount : \$
F3. Fund Number : 3050
F4. Department Number : 054
F5. Division Number (if applicable) : 07
F6. Account Number : 7668
F7. Cost Center number (if applicable) :
F8. Payment Terms : Net 30

V1. Vendor Numbers (A=uditor; P=urchasing) : A-718716
V2. Payee/Contractor Name : City of Santa Maria
V3. Mailing Address : 110 E. Cook Street
V4. City State (two-letter) Zip (include +4 if known) : Santa Maria, CA 93454
V5. Telephone Number : 805.925.0951 ext. 7219
V6. Contractor's Federal Tax ID Number (EIN or SSN) :
V7. Contact Person : Lisa Long
V8. Workers Comp Insurance Expiration Date :
V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) :
V10. Professional License Number : #
V11. Verified by (name of County staff) :
V12. Company Type (Check one): [] Individual [] Sole Proprietorship [] Partnership [] Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : Authorized Signature [Signature]

**PROPOSITION 84
INTEGRATED REGIONAL WATER MANAGEMENT
SUBGRANT AGREEMENT**

Between the Santa Barbara County Water Agency and the City of Santa Maria

This Proposition 84 Integrated Regional Water Management Subgrant Agreement (“AGREEMENT”) is made this _____ day of _____, 2012, between the Santa Barbara County Water Agency (“AGENCY”) and the City of Santa Maria (“SUBGRANTEE”) (collectively “THE PARTIES”), regarding the approved grant funded project component known as the Untreated Water Landscape Irrigation Project (“THE PROJECT COMPONENT”).

RECITALS

1. The County of Santa Barbara and six other public agencies submitted a grant application to the California Department of Water Resources (DWR) for a Round 1 Proposition 84 IRWMP Implementation Grant for seven (7) water enhancement projects throughout Santa Barbara County, as specified in the IRWMP, to be carried out by various public agencies in Santa Barbara County with authority and responsibility for water facilities and programs;
2. DWR has approved the grant application of THE PARTIES, but requires that the grant agreement be entered into with a single eligible grant recipient, that is Santa Barbara County Water Agency;
3. AGENCY is an eligible grant recipient, and is willing to serve as the single grantee under the grant agreement with the California Department of Water Resources (DWR) and to enter into subgrant agreements with the other public agencies for state-approved project components in the IRWMP and grant application and to act with the assistance of a contractor, as the administrator of the grant, on the terms and conditions set forth herein;

June 2012

4. SUBGRANTEE has requested that AGENCY perform the function of grantee under the grant;
5. SUBGRANTEE wishes to carry out the approved grant project component known as the Untreated Water Landscape Irrigation Project and consents to implement THE PROJECT COMPONENT through this AGREEMENT with AGENCY.
6. SUBGRANTEE is willing and committed to meet all DWR requirements under the grant agreement for THE PROJECT COMPONENT, including providing matching funds or in-kind match activities, and will reimburse AGENCY for any administrative costs incurred by AGENCY or its contractors.

AGREEMENT

In consideration of the mutual promises herein and other good and valuable consideration, the receipt of which is hereby acknowledged,

IT IS MUTUALLY AGREED BY THE PARTIES THAT:

1. AGENCY shall act as grantee under the Proposition 84 Integrated Regional Water Management Grant Program and shall, as an eligible grant recipient, enter into the grant agreement with DWR to implement the approved PROJECT COMPONENT and to administer the applicable grant requirements. AGENCY may contract with third parties for the administrative services called for in the grant agreement.
2. Subject to DWR requirements and direction, AGENCY shall pay grant funds to SUBGRANTEE for work on THE PROJECT COMPONENT for activities completed in accordance with the terms of the grant agreement, upon receipt of grant funds for that work from the DWR.

3. AGENCY shall timely submit to the DWR invoices, reports, and assurances received from SUBGRANTEE prepared to meet the accounting, reporting and other requirements in the grant agreement for THE PROJECT COMPONENT. SUBGRANTEE shall prepare and submit these documents in accordance with the terms of the grant agreement.

4. AGENCY, assisted by the administration consultant, shall maintain files and accounts for THE PROJECT COMPONENT in accordance with grant agreement.

5. a) SUBGRANTEE shall carry out, build and/or perform THE PROJECT COMPONENT in accordance with all requirements for THE PROJECT COMPONENT set forth in the grant agreement, attached hereto as Exhibit 1 and incorporated herein by this reference. SUBGRANTEE shall fulfill all assurances, declarations, representations and commitments made by SUBGRANTEE in support of SUBGRANTEE's request for grant funds. SUBGRANTEE agrees to all requirements and limitations of the grant agreement for THE PROJECT COMPONENT.

b) In the event SUBGRANTEE wishes to substantially alter the schedule, materials, methods or deliverables related to THE PROJECT COMPONENT, SUBGRANTEE shall immediately provide notice to AGENCY as set forth in the grant agreement. AGENCY shall timely forward SUBGRANTEE's request for alteration to the DWR for its consideration.

c) As AGENCY is acting as grantee under the grant agreement, SUBGRANTEE's questions and other communications related to the grant agreement or performance of work under the grant agreement shall be directed to the AGENCY's representatives for resolution with the DWR. AGENCY shall promptly relay SUBGRANTEE's questions and communications to the DWR.

6. a) SUBGRANTEE shall pay or cause to be paid and provide all required grant matching funds or in-kind matching services for THE PROJECT COMPONENT, and shall provide all necessary environmental review and obtain all required permits for THE PROJECT COMPONENT.

b) AGENCY and SUBGRANTEE agree that the initial budget for THE PROJECT COMPONENT is:

Proposition 84	Match	Total
\$521,428	\$419,442	\$940,870

This budget may be adjusted in accordance with the grant agreement.

7. To the fullest extent permitted by law, SUBGRANTEE shall indemnify, defend, and hold the AGENCY, its officers, employees and agents, free and harmless from any and all claims, costs, damages, investigations, arbitrations, lawsuits, and expenses, including without limitation attorney fees, judgments, awards or liabilities arising out of this AGREEMENT or SUBGRANTEE's work on THE PROJECT COMPONENT.

8. There shall be paid by SUBGRANTEE to AGENCY to fund AGENCY's ongoing administrative services as grant administrator an amount as established in the MOU between AGENCY and SUBGRANTEE. AGENCY may utilize these monies to engage a contractor to assist in the performance of administrative services. Payments shall be made in installments. The first year's payment shall be made within 60 days of entering into this AGREEMENT. Thereafter, on or before December 1 of each fiscal year that it is carrying out THE PROJECT COMPONENT, SUBGRANTEE shall make payments to AGENCY as set forth in the signed MOU or on such other schedule acceptable to AGENCY to fund AGENCY's

June 2012

services for grant administration. SUBGRANTEE shall pay AGENCY additional amounts as billed by the AGENCY at applicable hourly rates for any additional costs of administrative services caused by delays of the SUBGRANTEE.

9. In Accordance with the "GRANTEE REPRESENTATIONS" provision of the grant agreement between the DWR and AGENCY, THE PARTIES agree that SUBGRANTEE shall be solely responsible for compliance with all applicable laws, policies and regulations in carrying out this AGREEMENT and THE PROJECT COMPONENT.

10. AGENCY shall use all funds it receives for THE PROJECT COMPONENT from the DWR under the grant agreement solely and exclusively for the purposes set out in this AGREEMENT for THE PROJECT COMPONENT; provided, however, that AGENCY shall not be responsible for any funds paid out as a result of error, fraud, forgery or misrepresentation.

11. AGENCY shall have no responsibility for maintenance of or insurance for THE PROJECT COMPONENT.

12. AGENCY is not acting as a surety. This AGREEMENT is not a performance, payment, completion or labor and materials bond. AGENCY does not guarantee or warrant that construction of THE PROJECT COMPONENT will proceed, be completed, or that the grant funds for THE PROJECT COMPONENT will be sufficient to meet incurred expenses. AGENCY does not guarantee or warrant the plans and specifications for THE PROJECT COMPONENT. AGENCY does not guarantee or warrant any estimated construction costs or budget set forth in either the grant application or grant agreement. AGENCY shall have no responsibility for any aspect of bidding and selection of contractors and subcontractors to perform any aspect of the work of THE PROJECT COMPONENT under this AGREEMENT.

Instead, AGENCY is only acting as a conduit: 1) for transfer of grant funds to

June 2012

SUBGRANTEE for THE PROJECT COMPONENT in furtherance of the grant agreement and 2) for the transmission of invoices, reports, financial information and state disclosure assurances and other information required by the grant agreement to be transmitted from the SUBGRANTEE to the DWR.

13. a) AGENCY does not guarantee or warrant that it will pay any invoice submitted by SUBGRANTEE until funds for approved invoices have actually been transmitted by the DWR to AGENCY. AGENCY assumes no liability to any entity, including but not limited to, SUBGRANTEE, and any contractors and subcontractors on THE PROJECT COMPONENT for any delays by the DWR in approval or transmittal of grant funds to the AGENCY.

b) SUBGRANTEE agrees that it shall return any audit disallowance related to THE PROJECT COMPONENT, as provided in the grant agreement to the AGENCY for transmission to the DWR.

14. THE PARTIES agree that if SUBGRANTEE abandons carrying out THE PROJECT COMPONENT or fails to cure any breach of this AGREEMENT within 30 days of receipt of Notice of Breach from AGENCY, then AGENCY may, in its sole discretion serve written notice to SUBGRANTEE that AGENCY intends to terminate this AGREEMENT due to SUBGRANTEE's breach in 30 days and, if the breach is not timely and reasonably cured, terminate this AGREEMENT.

15. It is agreed by THE PARTIES that if any applicable federal or state budget act of the current year and/or any subsequent years does not appropriate sufficient funds for the grant, then this AGREEMENT shall be suspended until such time as funding is appropriated. Agreement shall terminate if the grant agreement is canceled by the DWR. In this event, except for those funds already received from DWR and approved for payment for work on THE

PROJECT COMPONENT, AGENCY shall have no liability to transmit any funds for work on THE PROJECT COMPONENT to SUBGRANTEE. SUBGRANTEE agrees to indemnify and defend and hold AGENCY harmless from any claims asserted against AGENCY by any entity in the event that the applicable federal or state budget act does not appropriate sufficient fund for THE PROJECT COMPONENT.

16. AGENCY shall not be responsible for securing insurance protection against loss or damage to THE PROJECT COMPONENT or any pre-purchased materials for said PROJECT COMPONENT, including but not limited to losses due to the following: fire, earthquake, vandalism and theft. Neither is AGENCY liable for any loss or damage resulting from the failure to secure any such insurance. As a minimum, SUBGRANTEE shall provide all insurance coverages as required for THE PROJECT COMPONENT in the grant agreement.

17. Upon completion of construction or performance of THE PROJECT COMPONENT or termination of this AGREEMENT, AGENCY shall: 1) disburse to SUBGRANTEE any remaining sums of money in the account approved by the DWR for payment to SUBGRANTEE, which have not already been disbursed by AGENCY to SUBGRANTEE, and 2) distribute pro rata refunds to SUBGRANTEE of unexpended administrative cost contributions.

18. SUBGRANTEE shall proceed with all reasonable diligence in: (i) the commencement and completion of THE PROJECT COMPONENT; (ii) submission of written reports, financial information, insurance, bonds, and assurances required by the grant agreement for THE PROJECT COMPONENT; and (iii) submittal of requests for payment fully compliant with the grant agreement, and accompanied by written verification certified under penalty of

perjury that the request for payment is truthful and accurate and the described costs have all been incurred solely for THE PROJECT COMPONENT.

19. AGENCY shall not be obligated to recognize any assignment of this AGREEMENT by SUBGRANTEE to any third party, except as agreed to in writing by the AGENCY and SUBGRANTEE.

20. Should any provision of this AGREEMENT be found invalid, such invalidity shall not, in any way, affect the remaining provisions of this AGREEMENT.

21. This AGREEMENT is only for the benefit of THE PARTIES and not for the benefit of any third party, other than the DWR.

22. The signature of SUBGRANTEE's General Manager or Project Manager on the requests for payment to AGENCY submitted by SUBGRANTEE shall conclusively and finally establish the right of AGENCY to draw checks as so requested, subject to AGENCY's performance of its responsibilities as grantee pursuant to the grant agreement, and subject to the DWR's transmittal of grant monies to AGENCY for THE PROJECT COMPONENT. Changes to authorized signatures shall be accomplished by written notice from SUBGRANTEE to AGENCY.

23. Nothing in this AGREEMENT shall create any contractual relationship between any contractor, subcontractor, or consultants of SUBGRANTEE and AGENCY.

SUBGRANTEE agrees to be fully responsible to AGENCY for the acts and omissions of its contractors, subcontractors, consultants and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by SUBGRANTEE.

SUBGRANTEE's obligation to pay its contractors, subcontractors, and consultants is

June 2012

independent of the obligation of the DWR to transmit monies to AGENCY. AGENCY has no obligation to transmit monies to any contractor, subcontractor, or consultant of SUBGRANTEE.

24. SUBGRANTEE agrees that, at SUBGRANTEE's sole expense, SUBGRANTEE shall ensure that the AGENCY, including its board, officers, consultants, employees, agents and volunteers, shall be named as additional insured, and insured in the same amount as SUBGRANTEE, on all insurance policies which SUBGRANTEE is required to obtain pursuant to the grant agreement. SUBGRANTEE agrees to provide AGENCY with written documentation that it has been so named as an additional insured on all insurance policies which SUBGRANTEE is required to obtain pursuant to the grant agreement.

25. The term of the AGREEMENT shall be the same as, and coincide with, the term of the grant agreement, incorporated herein by this reference as though fully set forth.

26. This AGREEMENT shall terminate upon the earlier of: (i) written notice from the DWR to AGENCY and SUBGRANTEE of insufficient appropriations and cancellation of the grant agreements; (ii) AGENCY's disbursement of all funds for THE PROJECT COMPONENT pursuant to this AGREEMENT by October 15, 2015, plus 15 years; or (iii) termination of the AGREEMENT by AGENCY due to breach as set forth in Paragraph 14.

27. (a.) For a period of five (5) years after completion of THE PROJECT COMPONENT or as otherwise required by the grant agreement, AGENCY shall retain a copy of records of: (i) AGENCY deposits into, and disbursements from, accounts for THE PROJECT COMPONENT; (ii) requests for payment received from SUBGRANTEE; and (iii) AGENCY inspection of SUBGRANTEE requests for payment on THE PROJECT COMPONENT. Upon prior written request from the DWR or SUBGRANTEE, AGENCY shall provide the DWR or

June 2012

SUBGRANTEE reasonable access to inspect such records on AGENCY premises during normal business hours.

27. (b.) For a period of ten (10) years after completion of THE PROJECT COMPONENT, SUBGRANTEE shall maintain copies of all financial records related to THE PROJECT COMPONENT, shall make those records available to AGENCY upon request, and shall provide reports and/or operational data upon request of AGENCY for the purpose of reporting to DWR or other data collection purposes.

28. Each of THE PARTIES represents and warrants that each person signing this AGREEMENT on behalf of any of THE PARTIES, has legal authority to sign this AGREEMENT, and bind that party.

29. Notice pursuant to this AGREEMENT shall be sent by United States Mail and by facsimile transmission to the following representatives for THE PARTIES.

SUBGRANTEE:

City of Santa Maria
110 E. Cook Street
Santa Maria, CA, 93454-5190

AGENCY:

Santa Barbara County Water Agency
123 East Anapamu Street
Santa Barbara, CA 93101
Attn: Scott D. McGolpin

THE PARTIES may change representatives upon written notice to the other party.

30. This AGREEMENT is entered into, and shall be construed and interpreted in accordance with the laws of the State of California.

31. This AGREEMENT has been negotiated between THE PARTIES and reviewed by their respective Counsel, and shall not be construed against any Party as the drafting party.

June 2012

32. This AGREEMENT will be considered binding and effective when it has been fully executed by THE PARTIES. This AGREEMENT may be executed in counterpart originals, with all counterparts taken as a whole constituting the complete AGREEMENT. Wherefore, having read the foregoing and having understood and agreed to the terms of this AGREEMENT, THE PARTIES voluntarily affix their signatures below.

ACCEPTED and AGREED:

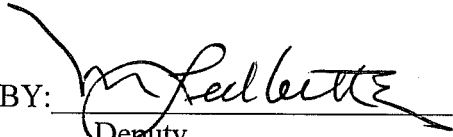
AGENCY:

SANTA BARBARA COUNTY WATER AGENCY
SCOTT D. MCGOLPIN
PUBLIC WORKS DIRECTOR

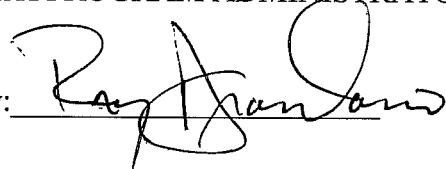
By: _____

Date: _____

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

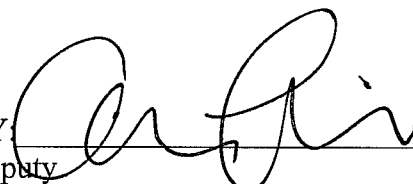
BY: 
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK PROGRAM ADMINISTRATOR

By: 

[Signatures continued on following page]

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA

BY: 
Deputy

Deputy Auditor-Controller
Gregory Eric Levin
Advanced and Specialty Accounting

June 2012

SUBGRANTEE:

By: _____

Name _____

Title _____

Organization _____

Date _____

EXHIBIT 1

The Untreated Water Landscape Irrigation Project

The goal of the City of Santa Maria, Untreated Water Landscape Irrigation Project is to match water quality to water use so as to reserve higher quality sources for potable uses and minimize the need for water treatment. This water use efficiency project extends an existing groundwater-sourced landscape irrigation system from the City of Santa Maria (City) Civic Center area to local public facilities with large irrigated areas. The Project replaces the use of imported potable water with untreated groundwater.

Groundwater in the area, although abundant in supply, is high in nitrates and not usable as a domestic supply without treatment or blending. An additional water quality benefit of the Project is the reduction of nitrates in the groundwater supply. By applying the groundwater directly to turf, the nitrates are exposed to the plant root zone, providing an opportunity for plant uptake and removal of the contaminant from the groundwater supply. As a result, this Project will (1) replace the use of imported potable water on landscaping with water that is not suitable for drinking; (2) improve groundwater quality, and (3) more efficiently manage the City's water supply system.

The Project will extend an existing groundwater landscape irrigation system from the City's Civic Center area to 122 acres of the landscaped areas of local public facilities. These areas include Allan Hancock College and Miller Elementary School. Future phases, not included in the Project, will extend the system to Santa Maria High School, Santa Maria Fairpark, and Adam Park. The City of Santa Maria is located at the northern end of the region.

The Project will replace the use of potable water (SWP water blended with groundwater) on landscaping with groundwater (160 acre-feet) that is not suitable for drinking due to high nitrate levels. The benefits of this Project include using water more efficiently, improving water quality in the Santa Maria Groundwater Basin, and managing the City's water supply more efficiently. This efficient match of water resources to water usage will augment drought preparedness efforts within our region.

Using more local and abundant groundwater supply for landscape means that the City will be better prepared to handle SWP shortages while still meeting water quality goals. Groundwater quality is improved as groundwater, which is high in nitrates, is applied to turf and absorbed in the plant root zone. Nitrates in the groundwater reduce or eliminate the need to apply fertilizer to the irrigated areas. Water quality in the system as a whole is anticipated to be lower in hardness and total dissolved solids (TDS). Hardness is anticipated to be about 2 milligrams per liter (mg/L) lower with this Project alone, but about 10 mg/L lower when combined with other existing and planned secondary system projects. Equivalent reductions are expected in TDS. These reductions will lead to less use of salts in water softeners, resulting in a minor additional improvement in wastewater quality of about the same amount in TDS and chlorides at the wastewater treatment plant.

June 2012

The irrigation system will consist of several old production water wells, which were removed from the domestic supply because of high nitrate concentrations. These wells will be rehabilitated and put into service to irrigate turf and other landscapes through a piping system that will be isolated from the domestic supply piping. The Project has been designed in seven phases, creating a flexible approach to implementation. This grant would fund the second phase of the Project.