

Contract Summary Form:

Contract Number:

BC 11 - 018

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. Form not applicable to revenue contracts.

D1. Fiscal Year: FY 10-11

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.....: ext. 3542

K1. Contract Type (check one): ☐ Personal Service ☐ Capital Project/Construction

K2. Brief Summary of Contract Description/Purpose: Prop 84 Application/Implementation Process

K3. Original Contract Amount.....: \$322,178

K4. Contract Begin Date: July 6, 2010

K5. Original Contract End Date.....: September 30, 2012

K6. Amendment History (leave blank if no prior amendments):

Seq#EffectiveDateThisAmndtAmtCumAmndtToDateNewTotalAmtNewEndDate

Purpose (2-4 words)

\$

K7. Department Project Number.....:

B1. Is this a Board Contract? (Yes/No): yes

B2. Number of Workers Displaced (if any):

B3. Number of Competitive Bids (if any):

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, Program: 3007

F5. Division Number (if applicable).....: 04

F6. Account Number.....: 7460

F7. Cost Center number (if applicable).....:

F8. Payment Terms: Net 30

V1. Vendor Numbers (A=uditor; P=urchasing): A=172885

V2. Payee/Contractor Name: CH2MHILL

V3. Mailing Address.....: Dept. 925

V4. City State (two-letter) Zip (include +4 if known) : Denver, CO 80271-0925

V5. Telephone Number: (213) 228-8235

V6. Contractor's Federal Tax ID Number (EIN or SSN) : 624480

V7. Contact Person: Kathy Caldwell

V8. Workers Comp Insurance Expiration Date.....:

V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) :

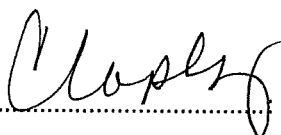
V10. Professional License Number.....: #

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



AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the Santa Barbara County Water Agency, a political subdivision of the State of California (hereafter COUNTY) and CH2M HILL having its principal place of business 325 E. Hillcrest Drive, Suite 125, Thousand Oaks, CA 91360 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** Matt Naftaly at phone number (805) 568-3542 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Kathy Caldwell at phone number (213) 228-8235 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Mr. Thomas Fayram, Deputy Public Works Director, 123 E. Anapamu Street, Suite 240, Santa Barbara, CA 93101

To CONTRACTOR: Mr. Terry Foreman, Vice President, 325 East Hill Crest Drive, Suite 125, Thousand Oaks, CA 91360

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance on July 6, 2010 and end performance upon completion, but no later September 30, 2012 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 **NOTICES.** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All

products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **TAXES.** COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **NONDISCRIMINATION.** COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

15. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not effect any right or remedy which COUNTY may have in law or equity.

2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

18. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

24. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

26. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

27. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

29. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

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Agreement for Services of Independent Contractor between the **Santa Barbara County Water Agency**
and **CH2M HILL**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date
executed by COUNTY.

SANTA BARBARA COUNTY WATER AGENCY

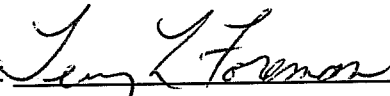
By: _____
Chair, Board of Directors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

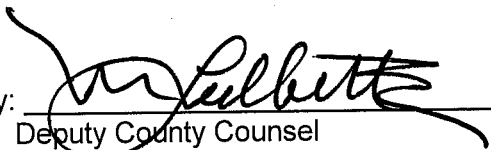
CONTRACTOR
CH2MHILL


By: _____
Deputy

By: 
Title: Vice President
SocSec or TaxID Number: 59-0918189

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

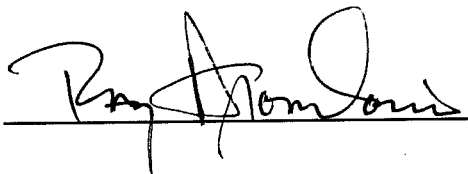
APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: 
Deputy County Counsel

By: 
Deputy

Dept: 054
Fund: 3050
Acct: 7460
Program: 3007

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

By: 

**EXHIBIT A
STATEMENT OF WORK**

Santa Barbara County IRWM Region Proposition 84 Implementation Grant Application

Purpose of this Project

The Department of Water Resources (DWR) is expected to finalize the Proposition 84 Integrated Regional Water Management (IRWM) Guidelines and Project Solicitation Packages (PSP) in late June early July 2010. The Santa Barbara County Region has completed several steps to make it eligible to apply for Implementation Grant funding. Those steps include preparation of and acceptance by DWR of an IRWM Plan, preparation of and acceptance by DWR of a Regional Acceptance Process document, and a project selection process. CH2M HILL is pleased to submit this Scope of Work (SOW) for the preparation of a Proposition 84 IRWM Implementation Grant Application (Application). This document describes the Scope of Work and associated costs required to prepare an Application for the Water Agency and Cooperating Partners. Kathy Caldwell will be the Project Manager for this project.

Scope of Work

The following tasks will be completed for the submittal of the Application. The SOW contains a number of detailed assumptions, tasks and deliverables that will be the responsibility of both CH2M HILL and the Santa Barbara County IRWM Region. Those assumptions and tasks relate to scheduling, number of meetings, conference calls, workshops, general tasks, project information. Changes to these assumptions may result in an increase in the level of effort required by CH2M HILL. The budget for this project is \$239,784.

This SOW is based on the Draft PSP IRWM Proposition 84 Implementation Grant document issued March 2010. Once DWR releases its Final Guidelines and PSPs, it will be possible to finalize elements of this SOW such as the schedule. CH2M HILL will provide the County of Santa Barbara Water Agency Manager and the IRWM Regional Coordinator with a copy of any SOW changes made subsequent to the Final Guidelines being released for their approval. It is not expected that the Final Guidelines and PSP will change the budget or include substantive changes to the required tasks. Should there be an unexpected change that significantly impacts the budget or SOW, CH2M HILL will submit the appropriate revised SOW and budget for approval by the County.

Task 1 – Project Setup

CH2M HILL will set up a conference call with the County of Santa Barbara Water Agency Manager (Water Agency Manager) and the Santa Barbara County Regional Program Coordinator (Regional Coordinator) to finalize the work approach including roles and responsibilities, schedule, deliverables, and QA/QC plan within 7 working days of the Notice to Proceed (NTP). The Water Agency Manager, Regional Coordinator, and key CH2M HILL staff will be referred to as the Project Team. During this conference call, plans will be made for the “Kick-Off Meeting” with project proponents including location, meeting announcement, agenda and meeting goals. Every other week conference calls with Project Proponents and weekly calls with the Project Team will be scheduled.

In addition, CH2M HILL staff will review the DWR Proposition 84 IRWM Implementation Grant Final Guidelines (Final Guidelines) and provide an overview to the Project Team during this call. This meeting will produce a list of questions to be asked of DWR staff at the to-be-scheduled DWR Guidelines workshop. The Implementation Grant “Project Team” will include CH2M HILL key staff, the Water Agency Manager, and Regional Coordinator.

A Project Assessment Form will be drafted by CH2M HILL for review by the Regional Coordinator and Water Agency Manager. This form will seek information from Project Proponents that is required on the grant application. It will be sent to project proponents within 5 working days after the first Project Team meeting and will be due back to CH2M HILL in 7 working days.

Although the Guidelines are not yet released, a draft schedule is included at the end of this Scope of Work. Once the State releases its final schedule, CH2M HILL will produce a final schedule that will include milestones and deliverable for review by the Water Agency and participating proponents. That schedule will be agreed upon by the Water Agency, the Santa Barbara County Regional Program Coordinator, and CH2M HILL.

CH2M HILL will maintain an FTP site to facilitate communications and document processing with Project Team and Project Proponents. CH2M HILL will provide information to the County for the County maintained IRWM website.

Deliverables

CH2M HILL

- Conference call with Project Team (Water Agency Manager, Coordinator, and key CH2M HILL project staff) within 1 week of receiving signed contract
- Draft project roles and responsibilities, schedule, and deliverables
- Schedule Kick-Off meeting location, meeting announcement, agenda and meeting goals
- Set bi-monthly Project Proponents meetings
- Guidelines overview and draft list of workshop questions
- Meeting notes from conference call outlining agreed upon work approach

- Establish FTP site and send directions for use to appropriate individuals
- Provide appropriate information for County IRWM website
- Project Assessment Form drafted for review by the Regional Coordinator and Water Agency Manager.

County

- Attendance at Project Team conference call
- Feedback on review of Guidelines
- Acceptance of work approach
- Maintain and update County IRWM website
- Regional Coordinator will be responsible for each Project Assessment Form being received by CH2M HILL within 7 working days.

Task 2 – Project Coordination

CH2M HILL will coordinate on a regular basis with project proponents (agencies with projects included in the package), the Water Agency Manager, and Regional Coordinator. CH2M HILL also shall coordinate and communicate with state and regional DWR IRWM staff throughout the process.

Project Proponents Kick-Off Meeting – CH2M HILL will hold a Kick-Off meeting with the project proponents and the Project Team within two weeks of the signing of the project contract. This meeting will “charter” the group (project proponents and Project Team). Chartering will include review of the project purpose, operating guidelines, team member responsibilities, and challenges to the project. The meeting will be held in central or south County.

Bi-Monthly Project Proponents Conference Calls - CH2M HILL and the Regional Coordinator (and Water Agency Manager per his schedule) will hold every other week conference calls with project proponents to brief them on the status of the individual projects, progress on the overall application, and outstanding issues. These meetings will be limited to 1.5 hours.

Individual Project Proponents Meetings – Meetings with project proponent agencies will be held on an as-needed basis via conference call. The purpose of these meetings will be to review data and informational needs for their project(s). Up to two (totaling up to 16 meetings) such meetings per project proponent will be held.

Project Proponents In-Person Meeting - There will be one project proponents (in-person) meeting held halfway through the project in Santa Barbara County. This meeting will be in-lieu of the every other week meeting. All Project Proponents shall attend this meeting. The DWR regional IRWM coordinator will be invited to attend in order to answer questions and become familiar with regional projects.

Project Team Meetings – The Project Team will meet on a weekly basis via conference call (usually at 10:30 a.m. on Monday), limiting the call time to 1 hour. Those conference calls

will be hosted by CH2M HILL and will include participation by up to two CH2M HILL staff, the Regional Coordinator, and Water Agency Manager (optional). Follow-up action items will be assigned and confirmed by email.

Coordination with DWR – CH2M HILL will attend one DWR IRWM Implementation Grant workshop in order to gain familiarity with the guidelines and answer questions. DWR will be invited to attend one Project Proponents in-person meeting to be held halfway through the project at a location to be determined in Santa Barbara County. This meeting will be in-lieu of the project proponent's bi-monthly meeting. The goal of this meeting will be to have the DWR regional Central Coast IRWM coordinator answer questions and become familiar with regional projects.

The CH2M HILL team and the Regional Coordinator will communicate with DWR early and often in the process. As the grant application is being prepared, DWR will be consulted frequently to answer questions, clarify instructions, and provide general information

CH2M HILL believes that the process does not end with the proposed list of grant recipients. The CH2M HILL team will stand guard over what we are confident will be the DWR recommendation for Santa Barbara County to receive implementation grant funding. Once the application has been submitted to DWR, DWR will review and make funding recommendations. Those recommendations will be posted on the DWR website and a public meeting announced to discuss initial funding recommendations. CH2M HILL will attend the public meeting and set up a side-meeting with DWR staff at that time to discuss the ranking and/or raise the Santa Barbara score. It is important to attend that meeting because all too often disgruntled applicants will pressure DWR to reconfigure the scoring or recommendations to raise their own scores. If successful, their higher score could come at the expense of another agency. Attending the meeting can mitigate that risk for the Santa Barbara County Region.

Roundtable of Regions Conference Calls – CH2M HILL shall participate in Roundtable of Regions conference calls to obtain feedback from other regions in the state on application approaches, requirements, and challenges.

Deliverables

CH2M HILL

- Organize and execute Kick-Off Meeting
- Organize three (3) Project Proponents Conference Calls and assist in writing the agenda and meeting follow-up actions
- Organize Individual Project Proponents Meetings on an as-needed basis (up to 16 meetings shall be held)
- Organize one (1) Project Proponents in-person meeting with DWR IRWM representative in attendance. Meeting will not be held if DWR Central Coast IRWM representative cannot attend.

- Coordinate weekly (up to nine [9] calls) Project Team conference calls (Mondays at 10:30 a.m.). Conference calls will last up to 1 hour. CH2M HILL will send out notices prior to meetings with the agenda attached. Followup action items will be assigned to CH2M HILL and the Regional Coordinator.
- Attend one DWR Prop 84 IRWM Implementation Grant workshop
- Participate in up to 2 (two) Roundtable of Regions conference calls

County

- The Water Agency will be responsible for keeping Cooperating Partners up-to-date on the overall progress of the grant application process through use of email and the website.
- Regional Coordinator shall attend Kick-Off meeting, bi-monthly project proponent conference calls, the project proponent "in-person" meeting and weekly project team meetings
- Regional Coordinator shall participate in one conference call for each project proponent (up to two will be held for each project proponent)
- Regional Coordinator shall attend DWR Prop 84 IRWM Implementation Grant workshop and conduct other DWR outreach as needed
- Regional Coordinator shall participate in all Roundtable of Regions conference calls

Task 3 – Preparation of Application

Overview - CH2M HILL will complete the Implementation Grant Application. The Application is assumed to include 8 (eight) individual projects from the Cooperating Partners with an associated level of effort as stated herein. Any modification (e.g., addition of a project, change to the project list) to the list of projects stated herein may require a change of scope, schedule and fee.

Schedule

Schedule - The draft schedule is included in this SOW as Attachment B. It will be finalized 2 weeks after DWR issues the Final Prop 84 Implementation Guidelines.

Project Information from Project Proponents - Each project proponent will provide project information on the Project Assessment Form. This form will be prepared by CH2M HILL. There may be additional information requests for supporting documentation. This documentation will need to be in electronic format and broken into less than 50 MB size.

Due to a tight schedule, it is important that all information be submitted to CH2M HILL on time. Project proponents that do not submit the required information, risk having their project dropped from the application.

As stated in DWR's Draft Guidelines, the Application requires the following information:

- *Table 4 Information (Applicant information, budget, geographic information, legislative information, applicant questionnaire)*
- *Attachment 1, Authorization and Eligibility Requirements*

When relevant, project proponents will be responsible for ensuring that Urban Water Management Plans and Groundwater Management Plans have been prepared and approved by the State. Project proponents will provide date of approval of each. Project proponents also will provide verification of AB 1420 (implementation or scheduling the implementation of CUWCC BMPs) compliance and that water meter requirements are being met.

- *Attachment 2, Adopted Plan and Proof of Formal Adoption*
- *Attachment 3, Work Plan*
- *Attachment 4, Budget*
- *Attachment 5, Schedule*
- *Attachment 6, Monitoring, Assessment and Performance Measures*
- *Attachment 7, Economic Analysis – Water Supply Benefits*
- *Attachment 8, Water Quality and Other Expected Benefits*
- *Attachment 9, Economic Analysis –Flood Damage Reduction*
- *Attachment 10, Benefits Summary*
- *Attachment 11, Program Preferences*
- *Attachment 12, Disadvantaged Community Assistance (only needed if proposal contains a project that addresses a critical water supply or water quality need of a DAC or is requesting a funding match waiver)*
- *Attachment 13, AB 1420 and Water Meter Compliance Information*

Economic Analysis – The Economic Analysis sections are the most important in the application, as their total scoring is 25 points out of a total 60 possible points, almost half the total score. For that reason, it is worth taking a closer look at the type of information that will be required from the project proponents.

Benefit Estimation

CH2M HILL will identify and inventory benefits for each of the eight projects. The benefits will be categorized as water supply, water quality, other benefits, and flood damage reduction. The water supply benefits may include avoided water supply purchases, avoided water supply project costs, avoided water shortage costs, avoided operations and

maintenance costs, and revenue from water sales to third parties. Water quality benefits may include water quality improvements for impaired water bodies and sensitive habitats, avoided water quality projects costs, avoided water treatment costs, and avoided wastewater treatment costs. Other benefits may include ecosystem restoration (including improvements and preservation), recreation and public access, and power cost savings and production. Benefits from flood damage reduction may include avoided physical damage, loss of functions, emergency response cost, and public safety and health impacts. Flood damage and other flood related losses will be expressed as either event or expected annual damage. CH2M HILL will define what data will be provided by the project proponent (e.g. costs, physical quantities and avoided costs) and what will be provided by CH2M HILL economists (e.g. unit benefits etc.).

Cost Estimation

For the economic analysis, CH2M HILL will use the implementation cost estimates (Table 7 Project Budgets), plus estimates of on-going operations, maintenance, and replacement costs for each of the eight projects, based on the information provided by the project proponents.

Project costs will include costs funded by local, State, and federal agencies, non-profit

organizations, and other entities. All costs necessary to accomplish full implementation of the project and to achieve the stated benefits, including initial investments, operational and maintenance costs, and replacement costs during project life, will be included. These costs will be provided by the project proponents.

Missing Project Information - Gathering all required information will be one of the most challenging tasks of the application preparation. A project lacking complete information compromises the scoring potential of the application as a whole. In addition, information must be submitted on time due to a tight schedule.

If such information is not provided by the schedule deadline, CH2M HILL will inform Regional Coordinator. The Regional Coordinator shall seek missing information from project proponents. If information is not forthcoming within schedule deadline, the project should be dropped from the application. This requirement is to be explained and thoroughly discussed at the Kick-Off meeting. It is recommended that the Water Agency Manager and Regional Coordinator develop a process or mechanism by which projects are removed from the application if information is not provided by project proponents on time.

In cases where the project proponents are unable to provide the information required or unable to meet the expected response time (a timeline agreed to in advance), it could result in a changed condition affecting scope and level of effort. Additional effort for individual projects is not a part of work described herein and may require additional contracting mechanisms either with CH2M HILL or another entity.

First Draft of Application- CH2M HILL will complete the 1st Draft version of the application for review five (5) weeks prior to the application due date. The 1st Draft will be sent to the Regional Coordinator, Water Agency Manager and project proponents. The document will

be in PDF form with line numbers noted. It also will be placed on the FTP site. One week will be provided for the Regional Coordinator, Water Agency, and project proponents to respond with comments. Comments should be submitted in a separate Word document to CH2M HILL.

Scorecard of First Draft - CH2M HILL will conduct an evaluation of the scoring potential based on information in the 1st Draft. The evaluation will produce a "Review Scorecard" based on the scoring criteria and weighting factors in the Final Implementation Grant Project Solicitation Package (PSP). The work plan and the economic analysis sections are more heavily weighted so extra attention will be paid to how these sections rate. The Review Score Card will be submitted by CH2M HILL team to the Regional Coordinator, Water Agency Manager and project proponents and discussed at the next project proponents meeting. The application will be adjusted according to the evaluation.

Review Score Card

✓	Required Attachments (from Draft Implementation Grant Guidelines)	CH2M HILL Critical Review
✓	Applicant Information	➤ Review for completeness
✓	Att. 1 – Authorization and Eligibility	➤ Documentation including UWMP, GMP, and IRWM Plan consistency
✓	Att. 2 – Adopted Plan and Proof of Formal Adoption	➤ Proof of formal adoption by all RWMG entities and project proponents
✓	Att. 3 - Work Plan – detailed descriptions of all projects and tasks necessary to complete. Data Management and Monitoring Deliverables to be included. Include goals and objectives, purpose and need, synergies between projects that add value, detailed maps, description of work to be completed, and data that supports project.	➤ Do tasks have adequate detail for implementation? ➤ Are work item submittals in sequence with the schedule? ➤ Does it include status of permits and CEQA ➤ Does submitted scientific and technical info support feasibility of proposal ➤ Data management and monitoring included?
✓	Att. 4 – Budget – detailed individual budgets and roll-up budget for Proposal. Funding match info to be included. Consider relevant labor code compliance and prevailing wage laws.	➤ Is summary budget and detailed budget included for each project? ➤ Does budget agree with work plan and schedule items? ➤ Are costs supported by documentation? ➤ Is there an explanation of how costs were estimated?

✓	Att. 5 – Schedule – shows sequence and timing of each project and suite of projects. Shows milestones for each task and dependency or predecessor links. Must be consistent with Work Plan. Project Performance Measures Table to be submitted for each project.	<ul style="list-style-type: none"> ➤ Is schedule detailed and specific and document readiness-to-proceed? ➤ Does schedule correspond to tasks and seem reasonable? ➤ How many months between contract date and construction start date?
✓	Att. 6 – Monitoring, Assessment, and Performance Measures – Describe performance measures, monitoring system for measures, where data will be collected and types of analysis for each project. Must show how measures help meet IRWMP overall goals and objectives? Complete Project Performance Measures tables for each project	<ul style="list-style-type: none"> ➤ Are there performance measures that allow a determination of whether the objectives can be met? ➤ Are projects consistent with Basin Plan? ➤ Do output indicators effectively track output? ➤ Are outcome indicators adequate to evaluate change resulting from work? ➤ Is it feasible to meet the targets within the life of the proposal?
✓	Att. 7 – Economic Analysis – Water Supply – Costs and benefits of water supply aspects of Proposal. Qualitative and quantitative analysis.	<ul style="list-style-type: none"> ➤ Scores are assigned relative to all other proposals. ➤ Was qualitative or quantitative info provided describing the costs and water supply, water quality, and (where applicable) flood damage benefits of proposal? ➤ Are costs and benefits supported with adequate documentation?
✓	Att. 8 – Water Supply and Other Expected Benefits – Describe benefits others than water supply. Qualitative and quantitative analysis.	<ul style="list-style-type: none"> ➤ Scoring based on the certainty that proposal will provide the benefits claimed, as well as the magnitude and breadth of the benefits? ➤ Are benefits claimed supported with adequate documentation?
✓	Att. 9 – Economic Analysis – Flood Damage Reduction – Only included if projects has flood damage reduction benefits.	<ul style="list-style-type: none"> ➤ Have technical studies with supporting data been conducted, or are they planned, that will support the proposed planning? Address water quality in the region.

✓	Att. 10 – Benefits Summary - overall estimates for the benefits of the projects. Must be completed summarizing the costs and benefits for all projects in application.	No scoring criteria
✓	Att. 11 – Program Preferences – Discussion to identify Program Preferences that the Proposal will meet, the certainty of this and breadth and magnitude to which they will be met.	<ul style="list-style-type: none"> ➤ Proposals that demonstrate significant, dedicated, and well-defined projects meeting multiple Program Preferences will be considered more favorably ➤ Does the proposal include projects that implement Program Preferences? ➤ Is there a high degree of certainty that the Proposal will implement the Program Preferences? ➤ Is the magnitude and breadth of the Program Preferences documented?
✓	Att. 12 – Disadvantaged Community Assistance – Fill out if have DAC project that addresses a critical water supply or water quality need of DAC	No scoring criteria
✓	Att. 13 – AB 1420 and Water Meter Compliance Information – Consists of two self-certification documents. Submit signed hard copy documents. AB 1420 compliance asks urban water suppliers to confirm that they are implementing or have a schedule to implement CA Urban Water Conservation Council BMPs. Water meter compliance demonstrates that urban water supplier is meeting water meter requirements per CWC 529.5.	No scoring criteria
✓	Agency Coordination –Proposal must describe coordination and cooperation with relevant local, State, and federal agencies.	No scoring criteria

It is assumed that CH2M HILL will not be preparing any environmental documentation or permits or providing any modeling assistance, or design, or design level investigations (e.g., no surveying or geotechnical investigations). CH2M HILL will not be responsible for researching, seeking, or supplying project information (e.g. economic analysis data, work plan, budgetary, schedule, monitoring or other) that is the obligation of the project proponents to provide. If information is unavailable, the Regional Coordinator shall work with the project proponent to produce the required information.

Final Draft of Application

CH2M HILL will deliver the Final Draft version of the application to the Regional Coordinator and project proponents approximately 3 weeks prior to the application due date. Comments from project proponents will be due to CH2M HILL one week later. No comments will be accepted for inclusion into the application after that date. CH2M HILL will review and incorporate appropriate changes into the Application.

Final Application

The application will be finalized 10 days prior to the DWR due date. At that time, two days will be available for the Regional Coordinator to review the final application.

CH2M HILL will submit a complete application according to DWR requirements. A complete application consists of an electronic submittal through the Bond Management System (BMS) and three (3) hard copies of the attachments. The due date and time will be announced in the yet-to-be-released DWR Prop 84 IRWM Implementation Grant Guidelines.

Deliverables

CH2M HILL

- Schedule that shall include due dates for CH2M HILL and the County for all application versions. The schedule shall be finalized 2 weeks after DWR issues its Final Guidelines and PSPs.
- Complete Assessment Form listing required project information and deliver to project proponents two weeks after NTP.
- Notify Regional Coordinator if Assessment Form not turned in or completed.
- First Draft of application will be submitted to Water Agency Manager, Regional Coordinator and project proponents five (5) weeks prior to application due date.
- Final Draft of the application to Water Agency Manager, Regional Coordinator and project proponents three (3) weeks prior to application due date.
- Final application will be completed 10 days prior to the DWR due date. At that time, two days will be available for the Regional Coordinator to review the final application.
- CH2M HILL will place the all versions of the application on the FTP site.
- If CH2M HILL determines that some information or explanation is missing in order to complete the Application, CH2M HILL will inform the project proponent, and the project proponent will be responsible for providing the missing information in a timely manner, as determined by the Project Team (no more than 1 week).
- CH2M HILL will deliver completed application package to DWR by the application deadline. Three (3) hardcopies will be mailed to DWR by the deadline and the application attachments will be electronically submitted through the BMS.

- 12 CD copies containing the Final Application and reference materials will be delivered to the Water Agency by CH2M HILL. The Water Agency will receive two hard copies of the application in addition to the electronic versions. The Water Agency will be responsible for delivery of copies to the individual project proponents.

County

- The Regional Coordinator shall assist the project proponents in the following:
 1. Assistance with Attachment 6 (Monitoring Assessment and Performance Measures) to craft project goals, desired outcomes, outcome indicators, and measurement tools and targets
 2. Initial review of the basis for economic analysis including water supply, water quality and other benefits
 3. Review of work plans
 4. Review of 1st draft, final draft, and final application
- Regional Coordinator will work with project proponents to ensure that all Project Assessment Forms are completed and turned into CH2M HILL. CH2M HILL will inform the Regional Coordinator if there is information missing from project proponents.
- Supporting documents need to be submitted in electronic format and broken into less than 50 MB size pieces. This is required by DWR for the final submittal.
- Regional Coordinator will work with project proponents to ensure that project proponents provide comments to CH2M HILL one week following delivery of the first draft version and the final draft version of the application. Those comments are to be presented in a Word document and correspond to the noted section and line in the draft document. Comments not received by the deadline will not be incorporated into the next version. Comments must be received on all draft versions in order for the project to be included in the application.
- CH2M HILL may determine that some information or explanation is missing in order to complete the application. In that case, CH2M HILL will inform the project proponent, and the project proponent will be responsible for providing the missing information in a timely manner, as determined by the two entities (no more than 1 week). The Regional Coordinator may be asked to assist in securing the information.
- Final application will be completed 10 days prior to the DWR due date. At that time, two days will be available for the Regional Coordinator to review the final application.
- Project proponents shall be responsible for providing information to complete required application attachments. A partial list of the types of information that the project proponents will provide on the project assessment form to CH2M HILL include the following:
 - Project budget in Excel with individual project components and supporting documentation and explanation of how costs were estimated. Budget items to agree with work items shown in work plan and schedule.

- Project implementation schedule with milestones and line items consistent with the budget and work plan. (The budget, work plan, and schedule must be consistent in order to meet requirements.)
- Longitude, latitude and project location in descriptive terms
- A breakdown of cost share participation and explanation of the cost share (Excel, Word, or email)
- Final design drawings and specifications in PDF format.
- Access to and description of permits and environmental documentation.
- Data management and monitoring plan consistent with Guidelines
- Statement regarding project consistency with Basin Plan
- A description of the project water supply, water quality, and other benefits (qualitative and quantitative) in electronic format (Word).
- If applicable to the project, provide compliance information on groundwater management plans, Urban Water Management Plan, AB 1420 documentation, water supply measurement and monitoring, and how/if project reduces GHG use through improved efficiencies (e.g., decrease energy use).

Anticipated Project List*

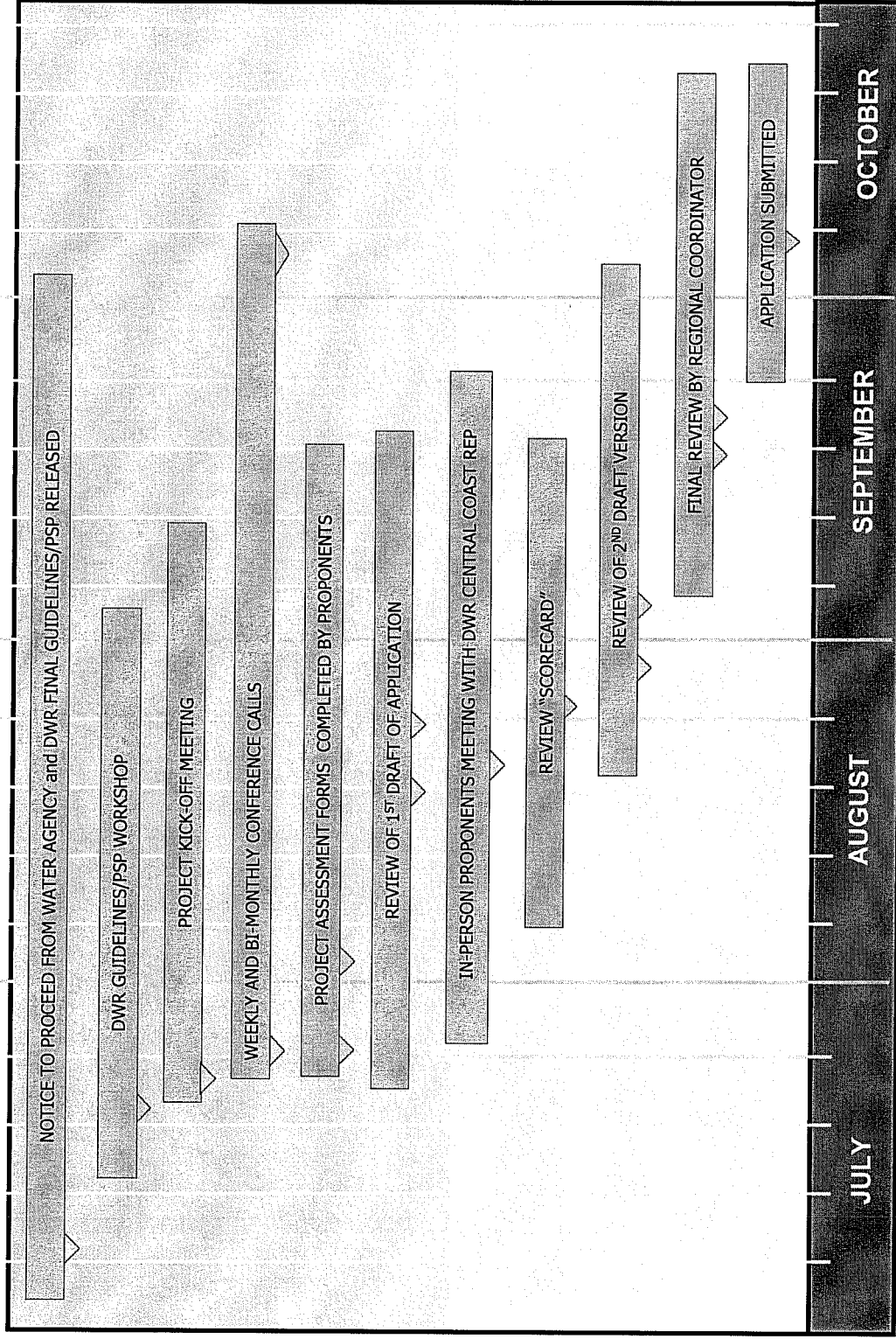
- City of Santa Maria, Secondary Water Efficiency System
- City of Santa Maria, Fixed Base Real Time Radio Metering Project (Leak Watch)
- Goleta Sanitary District, Wastewater Treatment Plant Upgrade to Full Secondary Treatment Project
- City of Goleta, San Jose Creek Capacity Improvement and Fish Passage Project
- City of Lompoc, Lompoc Valley Regional Leak Detection Program
- Central Coast Water Authority, Pipeline Erosion Damage Repair Project, Santa Ynez River
- City of Carpinteria, Via Real Stormwater Management Project
- Guadalupe, Recycled Water Feasibility Study

*In some cases, the project names will need to be altered for marketing purposes

Proposition 84 Implementation Grant Application

Task	Labor Hours	Fee
Project Setup	207	\$32,931
Project Coordination	259	\$43,923
Preparation of Application	879	\$157,383
Totals	1345	\$234,237

Proposition 84 IRWM Implementation Grant Application Schedule 2010



June 8, 2010

Santa Barbara County IRWM Region Proposition 84 Planning Grant Application

Purpose of this Project

The Department of Water Resources (DWR) is expected to finalize the Proposition 84 Integrated Regional Water Management (IRWM) Guidelines and Project Solicitation Packages (PSP) in late June, early July 2010. The Santa Barbara County Region has completed several steps to make it eligible to apply for Planning Grant funding. Those steps include preparation of and acceptance by DWR of an IRWM Plan, preparation of and acceptance by DWR of a Regional Acceptance Process document, and a completed IRWMP project selection process. CH2M HILL is pleased to submit this Scope of Work (SOW) for the preparation of a Proposition 84 IRWM Planning Grant Application (application). This document describes the Scope of Work and associated costs required to prepare an application for the Santa Barbara County Region Cooperating Partners (Cooperating Partners) and the County of Santa Barbara Water Agency (Water Agency). Kathy Caldwell will be the Project Manager for this project. The Water Agency shall manage the project for the Cooperating Partners with the support of the Regional Coordinator.

Scope of Work

The following tasks will be completed for the submittal of the Planning Grant Application. The SOW contains a number of detailed tasks and deliverables that will be the responsibility of both CH2M HILL and the Santa Barbara County IRWM Region. Those assumptions and tasks relate to scheduling, number of meetings, conference calls, workshops, general tasks, and project information. Changes to these assumptions may result in an increase in the level of effort required by CH2M HILL. The cost for completing the Planning Grant Application is \$89,949.

This SOW is based on the Draft PSP IRWM Proposition 84 Planning Grant application guidelines issued March 2010. Once DWR releases its Final Guidelines and PSPs, it will be possible to finalize elements of this SOW, such as the schedule. It is not expected that the Final Guidelines and PSP will change the budget or include substantive changes to the required SOW tasks. If changes to the SOW are needed, CH2M HILL will provide the County of Santa Barbara Water Agency Manager and the IRWM Regional Coordinator with a copy of any changes for their approval. Should there be an unexpected change that significantly impacts the budget or SOW, CH2M HILL will submit the appropriate revised SOW for approval by the County.

Task 1 – Project Coordination

CH2M HILL will coordinate on a regular basis with the Water Agency Manager and Regional Coordinator. Key CH2M HILL staff, the Water Agency Manager and Regional Coordinator will be referred to as the Project Team. CH2M HILL also shall coordinate and communicate with state and regional DWR IRWM staff throughout the process.

Although the Guidelines are not yet released, a draft schedule is included at the end of this Scope of Work. Once the State releases its final schedule, CH2M HILL will produce a final

schedule that will include milestones and deliverables for review by the Water Agency and the Regional Coordinator. That schedule will be agreed upon by the Water Agency, the Santa Barbara County Regional Program Coordinator, and CH2M HILL.

CH2M HILL will set up and maintain an FTP site to facilitate communications and document processing with Project Team. CH2M HILL will provide information to the County for the County maintained IRWM website.

Once CH2M HILL has received the Notice to Proceed (NTP) from the Water Agency, CH2M HILL will proceed with project set up. Project set-up will include scheduling and coordinating a Project Initiation Meeting and project team meetings.

Project Initiation Meeting - CH2M HILL will coordinate a Project Initiation Meeting in Santa Barbara with the Project Team. Meeting goals include:

- Review DWR Planning Grant PSP and IRWM Program Guidelines and provide an overview of any changes from the Draft version
- Setting the work approach that will include team roles and responsibilities, schedule, deliverables, required work plan information, and use of the Review Score Card
- Review DWR Prop 84 Program Preferences and Statewide Priorities and plan how to weave these important elements throughout the application
- Identify additional features (e.g. Salt Management Plan, Climate Change) to be included in the revised IRWMP and/or existing sections in the IRWMP that should be expanded. The application will need to show this and how our region plans to take the existing IRWM Plan from its present level of completion to the proposed level of completion
- Generate a list of questions to be asked of DWR staff at the to-be-scheduled DWR Prop 84 PSP planning grant workshop

Steering Committee Milestone Meetings – Two meetings with the Steering Committee will be scheduled at two milestone points over the 10 week grant preparation period. The first meeting will take place in Week 3 and will review outcomes of the Project Initiation Meeting. The second meeting will take place in Week 6 and will discuss the Review Scorecard results, draft work plan, other optional tasks, and the approach to completing work plan tasks.

Project Team Meetings – The Project Team will meet on a weekly basis via conference call (usually at 9 a.m. on Tuesdays), limiting the call time to 1 hour. Those conference calls will be hosted by CH2M HILL and will include participation by up to two CH2M HILL staff, the Regional Coordinator, and Water Agency Manager (optional). Follow-up action items will be assigned and confirmed by email.

DWR Outreach – CH2M HILL will keep in contact with DWR throughout the process. CH2M HILL will attend one DWR IRWM Planning Grant workshop in order to gain familiarity with the guidelines and have questions answered. The Project Team will invite the DWR IRWM Regional Coordinator to attend one in-person meeting to be held halfway through the project at a location to be determined in Santa Barbara County. The goal of this meeting will be to have the Coordinator answer questions and become familiar with regional planning grant application.

CH2M HILL will monitor the DWR decision making process after the submittal of the application. Once the application has been submitted to DWR, DWR will review and make funding recommendations. Those recommendations will be posted on the DWR website and a public meeting announced to discuss initial funding recommendations. CH2M HILL will attend the public meeting in Sacramento and set up a side-meeting with DWR staff at that time to discuss the ranking and/or raise the Santa Barbara Region's Planning Grant Application score. It is important to attend that meeting because all too often low-scoring applicants will attempt to pressure DWR to reconfigure the scoring or recommendations to raise their own scores.

Roundtable of Regions Conference Calls – CH2M HILL shall participate in Roundtable of Regions conference calls to obtain feedback from other regions in the state on application approaches, requirements, and challenges.

Deliverables

CH2M HILL

- Final schedule that will include milestones will be produced one (1) week following the release of the DWR Final Prop 84 IRWM Guidelines and Planning Grant PSP or one (1) week following the NTP, whichever comes later.
- Set up and maintain an FTP site to facilitate communications with Project Team.
- Provide information to the County for the County IRWM website.
- Coordinate Project Initiation Meeting
- Review DWR Planning Grant PSP and IRWM Program Guidelines and provide an overview of any changes from the Draft version
- Coordinate weekly Project Team conference calls that will be limited to one (1) hour in length. Those conference calls will be hosted by CH2M HILL and will include participation by up to two CH2M HILL staff, the Regional Coordinator, and Water Agency Manager (optional).
- Coordinate Steering Committee Milestone Meetings to take place in Week 3 and Week 6.
- Attend one DWR planning grant workshop in southern California and seek answers to pre-discussed list of questions
- Communicate with DWR staff in Sacramento and invite DWR Regional Central Coast IRWM Coordinator to one in-person meeting to familiarize him with the planning grant application and answer any questions from the region
- Attend DWR public meeting in Sacramento where draft funding recommendations are discussed and set up side meeting to discuss Santa Barbara application.
- Participate in Roundtable of Regions conference calls

County

- Maintain IRWM website and place planning grant information and documents on the website
- Participate in the Project Initiation Meeting and project team meetings.
- Participate in the weekly project team meetings.
- Attend Steering Committee Milestone Meetings to take place in Week 3 and Week 6.
- Attend in-person meeting with DWR Regional Central Coast IRWM Coordinator
- The Regional Coordinator shall represent the County in all meetings and be responsible for follow-up on issues and tasks.
- Attend DWR workshop in southern California held after release of PSPs
- Attend DWR meeting in Sacramento regarding draft ranking of applications

Task 2 – Application

CH2M HILL will prepare the planning grant application presenting required information on all sections and attachments. It is expected that the grant writing timeframe will be over a 10 week period.

The County, through the Regional Coordinator, will work with CH2M HILL to secure the appropriate data and information. Examples of the types of information to be provided include the following:

General Information - Applicant information (organization name, tax ID number, proposal name, and proposal objective), budget (other contribution, funding match, in-kind contribution, amount requested and total project cost), geographic information (latitude and longitude, groundwater basins, hydrologic regions and watersheds), legislative information, application questionnaire (project description, project director and management, submitting agency info, eligibility info, and anticipated adoption date)

Attachments – There are six required attachments which include authorizing documentation, eligible applicant documentation, work plan, budget, schedule, and compliance with AB 1420 and water meter requirements.

Attachment 1 – Authorizing Documentation – This attachment requires the provision of an authorizing document, such as a resolution adopted by the applicant’s governing body, designating an authorized representative to file the grant application and enter into agreement with the State of California.

Attachment 2 – Eligible Applicant Documentation – The region must provide a written statement containing information such as:

- Is the applicant a local agency as defined in Section III of the Guidelines? Please explain.

- What is the statutory or other legal authority under which the applicant was formed and is authorized to operate?
- Does the applicant have legal authority to enter into a grant agreement with the State of California?
- Describe any legal agreements among partner agencies and/or organizations that ensure performance of the Proposal and tracking of funds.

Attachment 3 – Work Plan - DWR has outlined the contents of the work plan. CH2M HILL will prioritize this section, as it provides the highest possible point score out of all sections. CH2M HILL will prepare the work plan to be consistent with the budget and schedule and include the necessary details to show the process the region will take to move forward with and update the IRWM Plan.

The work plan will have up to two sections. The first section will be the background information section focusing on the applicant's IRWM planning efforts to date, including the status of development and adoption of the IRWM Plan. The second section will be the work plan that will detail how the region is proposing to take the IRWM Plan from its existing level of completion to the proposed level of completion. A detailed breakdown of requirements for these two sections follows.

Background Section

The background section will consist of a history of the Santa Barbara County Region's IRWM planning process to date and will set the context of the work plan. It can include a discussion of previous efforts or activities that relate to the development of the IRWM Plan, but are not part of specific work items. The following must be described in either the background section or, if appropriate, as tasks in the work plan (CH2M HILL will extract many of these descriptions from the existing IRWM Plan or relevant sections of the RAP).

- The Regional Water Management Group (RWMG)
- The region
- The existing or partially completed IRWM Plan
- The public process used to identify stakeholders and how they were included in the planning and decision making process for the IRWM Plan
- The process used to identify the region's Disadvantaged Communities (DAC) and how the applicant engaged them in the IRWM Planning process
- The process used to identify the regions' water related objectives and conflicts
- The process used to determine criteria for developing regional priorities
- The data and technical analysis collected/performed and how that data is managed
- How integrated resource management strategies will be employed

- How the IRWM Plan will be implemented and what impacts and benefits are expected
- For existing IRWM Plan, describe how that plan meets the current IRWM Plan standards

Work Plan Content

CH2M HILL will identify specific tasks that need to be completed in order to update the IRWMP. These tasks will be consistent with the budget and schedule. The task descriptions need to have sufficient detail so that the reviewer understands the work to be performed and is able to evaluate the adequacy of the proposal, as it will be included as the SOW in the formal State grant agreement. The work plan will include the following:

- Quarterly reports, a final report, and other written documents expected to be generated during performance of the proposal
- Detailed task descriptions supported with the estimates used in the budget
- An explanation of the region's approach to environmental compliance including addressing any California Environmental Quality Act (CEQA) obligations in connection with the proposal
- Additional features (e.g. Salt Management Plan, Climate Change, watershed management) to be included in the revised IRWMP and/or existing sections in the IRWMP that should be expanded. It will show how our region plans to take the existing IRWM Plan from its present level of completion to the proposed level of completion.
- Explanation of how the proposed tasks support involvement and participation of DACs and Native American tribal communities in the IRWM planning effort.

Attachment 4 – Budget – The budget must be consistent with the work plan and schedule. There will be a budget line item for each work plan task, as well as a breakdown of the region's funding match and requested grant funds. DWR requires that the reviewer be able to easily understand how the budget estimate was developed. Supporting information for the budget should include labor categories, hourly rates, labor time estimates, and subcontractor quotes.

It is worthwhile to note that the minimum funding match for planning grants may be approximately 35% (the actual figure will not be known until the final PSP is released by DWR) of the total proposed costs. The sources of the funding match must be identified. Administrative costs should be limited to 5% of the total proposal costs.

Attachment 5 – Schedule – The schedule should be consistent with the work plan and the budget and include the markers for the development and adoption of the revised IRWM Plan.

Attachment 6 – AB 1420 and Water Meter Compliance – CH2M HILL will communicate with the urban water suppliers in the region to determine the status of AB 1420 compliance. Compliance with AB 1420 means that urban water suppliers are implementing or have a schedule to implement CA Urban Water Conservation Council BMPs. If CH2M HILL discovers that an

urban water supplier is out of compliance, the Regional Coordinator will work with the water agency on quickly getting into compliance. In addition, CH2M HILL will determine if water meter compliance is being met by urban water suppliers as required by CWC 529.5.

Program Preferences

DWR places a strong emphasis on assuring that as many Program Preferences are included in the planning process, as possible. The more preferences that will be met in the IRWM Plan, the more points will be scored. CH2M HILL will review the planning grant so it features as many of the possible preferences and provides the appropriate supporting information.

- Include regional projects or programs (CWC §10544)
- Effectively integrate water management programs and projects within a hydrologic region identified in the California Water Plan; the Regional Water Quality Control Board (RWQCB) region or subdivision; or other region or sub-region specifically identified by DWR
- Effectively resolve significant water-related conflicts within or between regions
- Contribute to attainment of one or more of the objectives of the CALFED Bay-Delta Program
- Address critical water supply or water quality needs of disadvantaged communities within the region
- Effectively integrate water management with land use planning
- For eligible SWFM funding, projects which: a) are not receiving state funding for flood control or flood prevention projects pursuant to PRC §5096.824 or §75034 or b) provide multiple benefits, including water quality improvements, ecosystem benefits, reduction of instream erosion and sedimentation, and groundwater recharge.
- Address statewide priorities

Critical Review Prior to Submittal

The PSP will include evaluation criteria that will be used by DWR to score each of the application sections. CH2M HILL will use DWR criteria to score each section and take into account the weighting factor of each section. The review will be called the Review Score Card. For the Planning Grant, the work plan is weighted the heaviest so great scrutiny will be placed on this section. The Review Score Card and summary comments will be submitted to the Water Agency Coordinator and Regional Coordinator following the issuance of the Draft Application. Adjustments to the draft document will be made in order to make the grant application as competitive as possible.

Review Score Card

✓	Required Plan Elements	CH2M HILL Critical Review
✓	General information	➤ Review for completeness
✓	Att. 1 - Authorizing Documentation - Documentation such as resolution adopted by governing body, designating an authorized representative to file an application for the grant and enter into agreement with the State	➤ Review for completeness
✓	Att. 2 – Eligible Applicant Documentation – written statement regarding local agency status, legal authority under which the applicant is authorized to operate, legal authority to enter into agreement, and legal authority among partners agencies that ensures performance and tracking of funds.	➤ Review for completeness
✓	Att. 3 - Work Plan – must be consistent with the budget and schedule and show process to be used to complete IRWM Plan. Will include background info on planning to date and details on how to take existing plan to proposed level of completion.	<ul style="list-style-type: none"> ➤ Is it clear and implementable? ➤ Are work item submittals in sequence with the schedule? ➤ Scoring based on level of detail and planning that the applicant provided within the application to show the feasibility of the work plan ➤ DAC Involvement - Scoring is based –on level of detail and planning that applicant provided in work plan to show how the region will facilitate and support DAC participation in the planning process
✓	Att. 4 - Budget – must be consistent with work plan and schedule. Include breakdown of funding match, source of funds, and requested grant funds. Include labor categories, hourly rates, labor time estimates, and subcontractor quotes.	<ul style="list-style-type: none"> ➤ Is there a process to determine a schedule to implement the Plan? ➤ Will Plan develop an institutional structure to ensure project implementation? ➤ Is there a process for monitoring the performance of the plan implementation and changes to the Plan?
✓	Att. 5 - Schedule – must be consistent with work plan and budget and include development and adoption of IRWM Plan. Must show the assumed effective date and end date of agreement.	<ul style="list-style-type: none"> ➤ Is there an analysis of impacts and benefits? ➤ Is CEQA compliance addressed?

✓	Required Plan Elements	CH2M HILL Critical Review
✓	Att. 6 – AB 1420 and Water Meter Compliance Information – complete compliance tables. AB 1420 compliance asks urban water suppliers to confirm that they are implementing or have a schedule to implement CA Urban Water Conservation Council BMPs. Water meter compliance demonstrates that urban water supplier is meeting water meter requirements per CWC 529.5.	<ul style="list-style-type: none"> ➤ Have technical studies with supporting data been conducted, or are they planned, that will support the proposed planning? ➤ Address water quality in region.
	Program Preferences – points are awarded for each program preference that is specifically included in the work plan, schedule, and budget.	<ul style="list-style-type: none"> ➤ One point awarded for each program preference met as outlined in Section II.F of the guidelines. Score could be reduced if work plan does not convey certainty that the preferences will be achieved or the magnitude of the claimed benefits is limited.

Review and Submittal of Planning Grant

CH2M HILL will deliver a Draft Final Application for review by the Regional Coordinator and the Water Agency Manager 4 (four) weeks prior to the application due date. Comments will be due back to CH2M HILL three (3) working days later.

CH2M HILL will deliver the Final Application for review by the Regional Coordinator and the Water Agency Manager 2 (two) weeks prior to the application due date. Comments will be due back to CH2M HILL three (3) working days later.

CH2M HILL will submit the completed application on-line using DWR's Bond Management System (BMS) and will submit three (3) hard copies of the attachments to DWR prior to the due date. All supplemental material must be submitted in electronic format and broken down into less than 50 MB size.

Deliverables

CH2M HILL

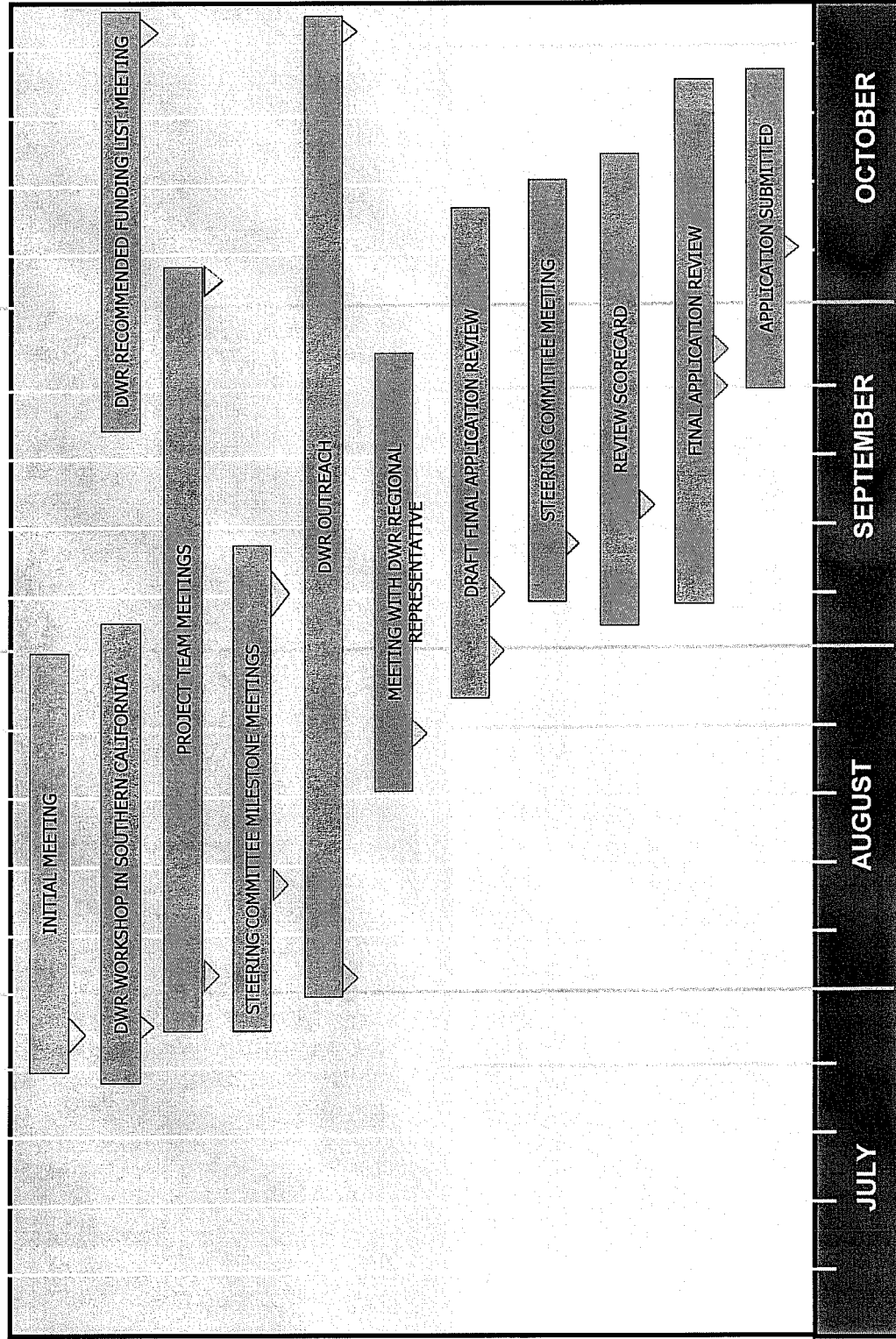
- Provide necessary supporting information maps, photographs, documents, and reports
- Utilize DWR criteria to evaluate the draft proposal and create a Review Score Card and summary comments in memorandum format
- Deliver a Draft Final Application for review by the Regional Coordinator and the Water Agency Manager 4 (four) weeks prior to the application due date.
- Deliver the Final Application for review by the Regional Coordinator and the Water Agency Manager 2 (two) weeks prior to the application due date.

- Submit planning grant application to DWR including attachments and supporting documentation per instructions using the BMS tool prior to the deadline. The application also will be submitted in hard copy format per DWR instructions prior to the deadline.

County

- Assist in providing general information and attachment information for attachments 1 - 6
- Provide supporting documentation in electronic format and broken into less than 50 MB size. This is a requirement for the final DWR submittal.
- Set up a Steering Committee meeting in weeks six (6) and eight (8) to review draft document
- Regional Coordinator and the Water Agency Manager will review Draft Final Application four (4) weeks prior to the application due date and submit comments to CH2M HILL three (3) working days later.
- Regional Coordinator and the Water Agency Manager will deliver the Final Application for review 2 (two) weeks prior to the application due date and comments will be due back to CH2M HILL three days later. This will be the final review of the document.

Proposition 84 IRWM Planning Grant Application Schedule 2010



June 2, 2010

Proposition 84 Planning Grant Application

Task	Labor Hours	Fee
Project Coordination	159	\$27,211
Application	333	\$60,730
Totals	492	\$87,941

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$322,178**.
- B. Extra Work required to complete the project may be authorized only if CONTRACTOR receives written approval by the COUNTY's designated representative as identified in Paragraph 1 of the Agreement at the same rate per unit as defined in **Attachment B1**. The total amount of this contingency fund is 15% of the agreement amount or **\$48,327**.
- C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- D. **Monthly**, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

Prop 84 Planning Grant Ap

Labor Rates Schedule



CH2MHILL

Chargeable Tasks, All Budgets, without Budget Subtotals, without Period Subtotals,
without Estimating Frequency Subtotals

Functional Category	Rate
Period: Calendar Year 2010	
Principal-in-Charge/Principal Program Mgr.	240.00
Principal Project Mgr/Principal Consultant/Program	224.00
Senior Project Manager/Senior Technologist	206.00
Project Manager/Sr. Engineer/Scientist	190.00
Task Manager/Project Engineer/Planner	179.00
Associate Engineer/Scientist/Planner	154.00
Staff Engineer/Scientist/Planner	127.00
Senior Contracts/Procurement	206.00
Senior Contracts/Procurement	190.00
Senior Contracts/Procurement	179.00
Senior Contracts/Procurement	154.00
Staff Contracts/Procurement	127.00
Senior Technician II	148.00
Senior Technician I	136.00
Staff Technician/Technical Editor	116.00
Junior Technician	93.00
Administrative/Accounting	93.00

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as

defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions [above] of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of

damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Program Administrator is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

**EXHIBIT D
YEAR 2000 DATE CHANGE COMPLIANCE WARRANTY
FOR GOODS AND SERVICES**

---- INTENTIONALLY OMITTED ----

**REMOVED
March 1, 2004**

THIS AGREEMENT DOES NOT INCLUDE EXHIBIT D