

APPENDICES

Appendix A
Senate Bill X2 1, Perata, 2008

Senate Bill No. 1

CHAPTER 1

An act to add and repeal Section 65595.5 of the Government Code, and to add Sections 127.5 and 134.5 to, to add Division 33 (commencing with Section 83000) to, and to repeal and add Part 2.2 (commencing with Section 10530) of Division 6 of, the Water Code, relating to water, and making an appropriation therefor.

[Approved by Governor September 30, 2008. Filed with
Secretary of State September 30, 2008.]

LEGISLATIVE COUNSEL'S DIGEST

SB 1, Perata. Water quality, flood control, water storage, and wildlife preservation.

(1) The Integrated Regional Water Management Planning Act of 2002 authorizes a regional water management group, as defined, to prepare and adopt a regional water plan meeting specified requirements.

This bill would repeal these provisions of law and enact the Integrated Regional Water Management Planning Act. Regional water management groups, as defined, would be authorized to prepare and adopt integrated regional water management plans meeting specified requirements.

The Department of Water Resources would be required to develop project solicitation and evaluation guidelines for a specified funding source.

(2) Under existing law, various bond acts have been approved by the voters to provide funds for water projects, facilities, and programs. The Disaster Preparedness and Flood Prevention Bond Act of 2006, a bond act approved by the voters at the November 7, 2006, statewide general election, authorizes the issuance of bonds in the amount of \$4,090,000,000 for the purposes of financing disaster preparedness and flood prevention projects. The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, an initiative bond act approved by the voters at the November 7, 2006, statewide general election, authorizes the issuance of bonds in the amount of \$5,388,000,000 for the purposes of financing a safe drinking water, water quality and supply, flood control, and resource protection program. The Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002, an initiative bond act approved by the voters at the November 5, 2002, statewide general election, authorizes the issuance of bonds in the amount of \$3,440,000,000 to finance a safe drinking water, water quality, and water reliability program. The Costa-Machado Water Act of 2000, a bond act approved by the voters at the March 7, 2000, statewide direct primary election, authorizes the issuance of bonds in the amount of \$1,970,000,000 for the purposes of financing a

safe drinking water, water quality, flood protection, and water reliability program.

This bill, with regard to those bond funds, would appropriate \$820,973,000 as follows: of the funds made available pursuant to the Disaster Preparedness and Flood Prevention Bond Act of 2006, \$135,000,000 to the Department of Water Resources for essential emergency preparedness supplies and projects, and \$150,000,000 to the department for stormwater flood management project grants; of the funds made available pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, \$50,000,000 to the State Department of Public Health for grants for small community drinking water systems infrastructure improvements and related actions, \$50,400,000 to the State Department of Public Health for grants for projects to prevent or reduce the contamination of groundwater that serves as a source of drinking water, \$181,971,000 to the department for integrated regional water management activities, \$90,000,000 to the department for the implementation of Delta water quality improvement projects that protect drinking water supplies, \$100,000,000 to the department for the acquisition, preservation, protection, and restoration of Sacramento-San Joaquin Delta resources, \$12,000,000 to the department to complete planning and feasibility studies associated with new surface storage under the California Bay-Delta Program, \$15,000,000 to the department for planning and feasibility studies to identify potential options for the reoperation of the state's flood protection and water supply systems, \$10,000,000 to the department to update the California Water Plan, \$10,000,000 to the State Coastal Conservancy for projects on the Santa Ana River, and \$7,300,000 to the department for the urban streams restoration program; of the funds made available under the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002, \$3,760,000 to the department for planning and feasibility studies associated with surface storage under the California Bay-Delta Program; and of the funds made available pursuant to the Costa-Machado Water Act of 2000, \$2,272,000 to the department for the Sacramento River Hamilton City Area Flood Damage Reduction Project and \$3,450,000 to the department for the Franks Tract Pilot Project.

The bill would provide that up to 5% of the funds appropriated by the bill may be expended to pay for the administrative costs of that program. The bill would provide that funds appropriated by the bill are available for encumbrance until June 30, 2010. On January 10, 2010, program recipients would be required to report to the fiscal committees of the Legislature with regard to the committed and anticipated expenditures of these funds. The bill would require the Director of Finance to administratively establish positions necessary to implement activities funded by the bill's appropriations.

(3) Under the Porter-Cologne Water Quality Control Act, the State Water Resources Control Board and the California regional water quality control boards are the principal state agencies with authority over matters relating to water quality.

This bill would require the state board, in consultation with other agencies, to develop pilot projects in the Tulare Lake Basin and the Salinas Valley focused on nitrate contamination. The bill would require the state board to create an interagency task force, as needed, to oversee the pilot projects and submit a report to the Legislature on the scope and findings of the projects within 2 years of receiving funding. The state board would be required to implement recommendations for developing a groundwater cleanup program for the Central Valley Water Quality Control Region and the Central Coast Water Quality Control Region based upon pilot project results within 2 years of submitting the report to the Legislature.

(4) Existing law requires the department, not later than January 1, 2009, to update a model water efficient landscape ordinance. Existing law generally requires rules and regulations of the department to be first presented to the California Water Commission and to become effective only upon approval of the commission.

This bill, until December 31, 2009, would provide that commission review and approval does not apply to the department's adoption of regulations updating the model water efficient landscape ordinance.

(5) The bill would authorize the department to utilize the Program Manager class series that was created for the California Bay-Delta Authority for positions to manage vital departmental activities.

Appropriation: yes.

The people of the State of California do enact as follows:

SECTION 1. Section 65595.5 is added to the Government Code, to read:

65595.5. (a) Notwithstanding Section 161 of the Water Code, until December 31, 2009, in order to ensure timely implementation of water conservation activities relating to landscaping, Section 161 of the Water Code does not apply to the department's adoption of regulations required by Section 65595.

(b) This section shall remain in effect only until January 1, 2010, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2010, deletes or extends that date.

SEC. 2. Section 127.5 is added to the Water Code, to read:

127.5. The department may utilize the program manager class series that was created for the California Bay-Delta Authority, for positions to manage vital departmental activities, including those relating to climate change mitigation and adaptation, water management, and statewide planning.

SEC. 3. Section 134.5 is added to the Water Code, to read:

134.5. The Director of Finance shall administratively establish positions necessary to implement activities funded by the appropriations made in Division 33 (commencing with Section 83000).

SEC. 4. Part 2.2 (commencing with Section 10530) of Division 6 of the Water Code is repealed.

SEC. 5. Part 2.2 (commencing with Section 10530) is added to Division 6 of the Water Code, to read:

PART 2.2. INTEGRATED REGIONAL WATER MANAGEMENT PLANS

CHAPTER 1. SHORT TITLE

10530. This part shall be known and may be cited as the Integrated Regional Water Management Planning Act.

CHAPTER 2. LEGISLATIVE FINDINGS AND DECLARATIONS

10531. The Legislature finds and declares all of the following:

(a) Water is a valuable natural resource in California, and should be managed to ensure the availability of sufficient supplies to meet the state's agricultural, domestic, industrial, and environmental needs. It is the intent of the Legislature to encourage local agencies to work cooperatively to manage their available local and imported water supplies to improve the quality, quantity, and reliability of those supplies.

(b) Local agencies can realize efficiencies by coordinating and integrating their assets and seeking mutual solutions to water management issues.

(c) The reliability of water supplies can be significantly improved by diversifying water portfolios, taking advantage of local and regional opportunities, and considering a broad variety of water management strategies as described in the California Water Plan.

(d) The implementation of this part will facilitate the development of integrated regional water management plans, thereby assisting each region of the state to improve water supply reliability, water quality, and environmental stewardship to meet current and future needs.

(e) Water management is integrally linked to public health and the health of all natural resources within our watersheds. It is the intent of the Legislature that water management strategies and projects are carried out in a way that promotes these important public values.

CHAPTER 3. DEFINITIONS

10532. Unless the context otherwise requires, the definitions set forth in this chapter govern the construction of this part.

10533. "Basin plan" means a water quality control plan developed pursuant to Section 13240.

10534. "Integrated regional water management plan" means a comprehensive plan for a defined geographic area, the specific development, content, and adoption of which shall satisfy requirements developed pursuant to this part. At a minimum, an integrated regional water management plan describes the major water-related objectives and conflicts within a region, considers a broad variety of water management strategies, identifies the

appropriate mix of water demand and supply management alternatives, water quality protections, and environmental stewardship actions to provide long-term, reliable, and high-quality water supply and protect the environment, and identifies disadvantaged communities in the region and takes the water-related needs of those communities into consideration.

10535. "Local agency" means any city, county, city and county, special district, joint powers authority, or other political subdivision of the state, a public utility as defined in Section 216 of the Public Utilities Code, or a mutual water company as defined in Section 2725 of the Public Utilities Code.

10536. "Plan" means an integrated regional water management plan.

10537. "Regional projects or programs" means projects or programs identified in an integrated regional water management plan that accomplish any of the following:

(a) Reduce water demand through agricultural and urban water use efficiency.

(b) Increase water supplies for any beneficial use through the use of any of the following, or other, means:

(1) Groundwater storage and conjunctive water management.

(2) Desalination.

(3) Precipitation enhancement.

(4) Water recycling.

(5) Regional and local surface storage.

(6) Water-use efficiency.

(7) Stormwater management.

(c) Improve operational efficiency and water supply reliability, including conveyance facilities, system reoperation, and water transfers.

(d) Improve water quality, including drinking water treatment and distribution, groundwater and aquifer remediation, matching water quality to water use, wastewater treatment, water pollution prevention, and management of urban and agricultural runoff.

(e) Improve resource stewardship, including agricultural lands stewardship, ecosystem restoration, flood plain management, recharge area protection, urban land use management, groundwater management, water-dependent recreation, fishery restoration, including fish passage improvement, and watershed management.

(f) Improve flood management through structural and nonstructural means, or by any other means.

10538. "Regional reports or studies" means reports or studies relating to any of the matters described in subdivisions (a) to (f), inclusive, of Section 10537, that are identified in an integrated regional water management plan.

10539. "Regional water management group" means a group in which three or more local agencies, at least two of which have statutory authority over water supply or water management, as well as those other persons who may be necessary for the development and implementation of a plan that meets the requirements in Sections 10540 and 10541, participate by means of a joint powers agreement, memorandum of understanding, or other written

agreement, as appropriate, that is approved by the governing bodies of those local agencies.

CHAPTER 4. INTEGRATED REGIONAL WATER MANAGEMENT PLANS

10540. (a) A regional water management group may prepare and adopt an integrated regional water management plan in accordance with this part.

(b) A regional water management group may coordinate its planning activities to address or incorporate all or part of any of the following actions of its members into its plan:

(1) Groundwater management planning pursuant to Part 2.75 (commencing with Section 10750) or other specific groundwater management authority.

(2) Urban water management planning pursuant to Part 2.6 (commencing with Section 10610).

(3) The preparation of a water supply assessment required pursuant to Part 2.10 (commencing with Section 10910).

(4) Agricultural water management planning pursuant to Part 2.8 (commencing with Section 10800).

(5) City and county general planning pursuant to Section 65350 of the Government Code.

(6) Other water resource management planning, including flood protection, watershed management planning, and multipurpose program planning.

(c) At a minimum, all plans shall address all of the following:

(1) Protection and improvement of water supply reliability, including identification of feasible agricultural and urban water use efficiency strategies.

(2) Identification and consideration of the drinking water quality of communities within the area of the plan.

(3) Protection and improvement of water quality within the area of the plan, consistent with the relevant basin plan.

(4) Identification of any significant threats to groundwater resources from overdrafting.

(5) Protection, restoration, and improvement of stewardship of aquatic, riparian, and watershed resources within the region.

(6) Protection of groundwater resources from contamination.

(7) Identification and consideration of the water-related needs of disadvantaged communities in the area within the boundaries of the plan.

(d) This section does not obligate a local agency to fund the implementation of any project or program.

10541. (a) The department shall develop project solicitation and evaluation guidelines for the application of funds made available pursuant to Section 75026 of the Public Resources Code, to enable broad and diverse participation in integrated regional water management plan development and refinement.

(b) The department shall conduct two public meetings to consider public comments prior to finalizing the guidelines. The department shall publish the draft solicitation and evaluation guidelines on its Internet Web site at least 30 days before the public meetings. One meeting shall be conducted at a location in northern California and one meeting shall be conducted at a location in southern California. Upon adoption, the department shall transmit copies of the guidelines to the fiscal committees and the appropriate policy committees of the Legislature. To the extent feasible, each state agency shall provide outreach to disadvantaged communities to promote access to and participation in those meetings.

(c) The department shall consult with the board, the California regional water quality control boards, the State Department of Public Health, the Department of Fish and Game, the California Bay-Delta Authority or its successor, and other state agencies with water management responsibility and authority in the development of the guidelines.

(d) The department may periodically review and update the guidelines to accommodate changes in funding sources, statutory requirements, new commonly accepted management practices, and changes in state water management policy. Any guideline changes shall be made with appropriate consultation with other state agencies and public review pursuant to subdivisions (b) and (c).

(e) The guidelines shall require that integrated regional water management plans include all of the following:

(1) Consideration of all of the resource management strategies identified in the California Water Plan, as updated by department Bulletin No. 160-2005 and future updates.

(2) Consideration of objectives in the appropriate basin plan or plans and strategies to meet applicable water quality standards.

(3) Description of the major water-related objectives and conflicts within a region.

(4) Measurable regional objectives and criteria for developing regional project priorities.

(5) An integrated, collaborative, multibenefit approach to selection and design of projects and programs.

(6) Identification and consideration of the water-related needs of disadvantaged communities in the area within the boundaries of the plan.

(7) Performance measures and monitoring to demonstrate progress toward meeting regional objectives.

(8) A plan for implementation and financing of identified projects and programs.

(9) Consideration of greenhouse gas emissions of identified programs and projects.

(10) Evaluation of the adaptability to climate change of water management systems in the region.

(11) Documentation of data and technical analyses used in the development of the plan.

(12) A process to disseminate data and information related to the development and implementation of the plan.

(13) A process to coordinate water management projects and activities of participating local agencies and local stakeholders to avoid conflicts and take advantage of efficiencies.

(14) Any other matters identified by the department.

(f) The guidelines shall include standards for identifying a region for the purpose of developing or modifying an integrated regional water management plan. At a minimum, a region shall be a contiguous geographic area encompassing the service areas of multiple local agencies, and shall be defined to maximize opportunities for integration of water management activities. The department shall develop a process to approve the composition of a region for the purposes of Sections 75026, 75027, and 75028 of the Public Resources Code.

(g) The guidelines shall require that the development and implementation of an integrated regional water management plan include a public process that provides outreach and an opportunity to participate in plan development and implementation to appropriate local agencies and stakeholders, as applicable to the region, including all of the following:

(1) Wholesale and retail water purveyors, including a local agency, mutual water company, or a water corporation as defined in Section 241 of the Public Utilities Code.

(2) Wastewater agencies.

(3) Flood control agencies.

(4) Municipal and county governments and special districts.

(5) Electrical corporations, as defined in Section 218 of the Public Utilities Code.

(6) Native American tribes that have lands within the region.

(7) Self-supplied water users, including agricultural, industrial, residential, park districts, school districts, colleges and universities, and others.

(8) Environmental stewardship organizations, including watershed groups, fishing groups, land conservancies, and environmental groups.

(9) Community organizations, including landowner organizations, taxpayer groups, and recreational interests.

(10) Industry organizations representing agriculture, developers, and other industries appropriate to the region.

(11) State, federal, and regional agencies or universities, with specific responsibilities or knowledge within the region.

(12) Disadvantaged community members and representatives, including environmental justice organizations, neighborhood councils, and social justice organizations.

(13) Any other interested groups appropriate to the region.

(h) The guidelines shall require integrated regional water management plans to be developed through a collaborative process that makes public both of the following:

(1) The process by which decisions are made in consultation with the persons or entities identified in subdivision (g).

(2) The manner in which a balance of interested persons or entities representing different sectors and interests listed in subdivision (g) have been or will be engaged in the process described in this subdivision, regardless of their ability to contribute financially to the plan.

(i) The guidelines shall provide for a process for the development, periodic review, updating, and amending of integrated regional water management plans. The department shall establish eligibility requirements for the project funding, that provide sufficient time for the updating of plans as necessary to reflect changes in the guidelines.

10543. (a) A regional water management group proposing to prepare an integrated regional water management plan shall publish a notice of intention to prepare the plan in accordance with Section 6066 of the Government Code.

(b) For the purposes of carrying out this part, the regional water management group shall make available to the public the documentation prepared pursuant to subdivision (g) of Section 10541 describing the manner in which interested parties may participate in developing the integrated regional water management plan.

(c) Upon the completion of the integrated regional water management plan, the regional water management group shall publish a notice of intention to adopt the plan in accordance with Section 6066 of the Government Code and shall adopt the plan in a public meeting of its governing board.

CHAPTER 5. FUNDING FOR QUALIFIED PROJECTS AND PROGRAMS

10544. When selecting projects and programs pursuant to Division 24 (commencing with Section 78500), Division 26 (commencing with Section 79000), Division 26.5 (commencing with Section 79500), or pursuant to any grant funding authorized on or after January 1, 2009, for water management activities, the department, the board, the State Department of Public Health, and the California Bay-Delta Authority or its successor, as appropriate, shall include in any set of criteria used to select projects and programs for funding, a criterion that provides a preference for regional projects or programs.

10546. An integrated regional water management plan prepared pursuant to this part shall be eligible for funding pursuant to Section 75026 of the Public Resources Code, and for any funding authorized on or after January 1, 2009, that is allocated specifically for implementation of integrated regional water management.

10547. This part does not prohibit the department from implementing Section 75026 of the Public Resources Code by using existing integrated regional water management guidelines in accordance with subdivision (d) of Section 75026 of the Public Resources Code.

CHAPTER 6. MISCELLANEOUS

10548. This part does not affect any powers granted to a local agency by any other law.

10549. This part does not authorize a regional water management group to define, or otherwise determine, the water rights of any person.

10550. The plan or project shall not be funded pursuant to this part if it would fund activities inconsistent with applicable state and federal water quality laws.

SEC. 6. Division 33 (commencing with Section 83000) is added to the Water Code, to read:

DIVISION 33. INTEGRATED WATER SUPPLY AND FLOOD
PROTECTION PLANNING, DESIGN, AND IMPLEMENTATION

83000. The Legislature hereby finds and declares all of the following:

(a) Water is vital to the economy, environment, and overall well-being of the state.

(b) California faces increasing challenges in managing its water supply due to climate change, uncertainty regarding the availability of water from the Sacramento-San Joaquin Delta and other sources, an increasing state population, limitations on public funds, and other factors.

(c) California must adopt a new, updated, and comprehensive set of water planning, design, and implementation policies that reflect these realities to protect its water supply future.

(d) In the past, state laws, funding schemes, and administrative actions have treated the planning, construction, and operation of water supply, groundwater, and flood control systems as separate and distinct activities, thereby reducing efficiency and water supply reliability.

(e) California has not taken full advantage of the cost savings, the environmental benefits, or the expediency of more efficient operations and usage of existing water supply, storage, and flood protection facilities.

(f) It is the policy of the state to more effectively integrate its flood protection systems with its water supply and conveyance systems in order to conserve limited public dollars, increase the available water supply, improve water quality, increase wildlife and ecosystem protections, protect public health and safety, and address the effects of climate change.

(g) The purpose of this division is to require the integration of flood protection and water systems to achieve multiple public benefits, including all of the following:

(1) Increasing water supply reliability in the least costly, most efficient, and most reliable manner to meet current and future state needs.

(2) Increasing use of water use efficiency and water conservation measures to increase and extend existing water supplies.

(3) Reducing energy consumption associated with water transport, thereby reducing state greenhouse gas emissions.

(4) Improving water management to protect and restore ecosystems and wildlife habitat.

83001. In order to provide the least costly, most efficient, and reliable water supply to a growing state, it is the intent of the Legislature that the department accomplish the following objectives:

- (a) Integrate state flood protection and water supply systems.
- (b) Promote conjunctive use of groundwater storage capacity to improve overall water supply and flood system operation.
- (c) Promote increased water use efficiency through expanded use of water conservation, water recycling, and improvements in technology.

83002. The sum of eight hundred twenty million nine hundred seventy-three thousand dollars (\$820,973,000) is hereby appropriated in accordance with the following schedule:

(a) Of the funds made available pursuant to Chapter 1.699 (commencing with Section 5096.800) of Division 5 of the Public Resources Code, the sum of two hundred eighty-five million dollars (\$285,000,000) is hereby appropriated as follows:

(1) Pursuant to subdivision (c) of Section 5096.821 of the Public Resources Code, the sum of one hundred thirty-five million dollars (\$135,000,000) to the department for the acquisition, design, and construction of essential emergency preparedness supplies and projects. Prior to the design or construction of any project funded pursuant to this paragraph, the California Bay-Delta Authority, or its successor, shall approve the specific project or program. Preference shall be given to projects that protect and improve Delta water quality and drinking water supplies. Of the amount made available pursuant to this paragraph, not less than thirty-five million dollars (\$35,000,000) shall be expended by the department for projects to reinforce those sections of the levees that have the highest potential to suffer breaches or failure and cause harm to municipal and industrial water supply aqueducts that cross the Delta and which are vulnerable to flood damage, including the installation of scour protection on the supports of the aqueducts in those areas located adjacent to the sections of the levees that have been identified as the highest risk of breaches or failure.

(2) Pursuant to Section 5096.827 of the Public Resources Code, the sum of one hundred fifty million dollars (\$150,000,000) to the department for grants for stormwater flood management projects that reduce flood damage and provide other benefits, including groundwater recharge, water quality improvement, and ecosystem restoration. Not less than one hundred million dollars (\$100,000,000) of this amount shall be available for projects that address immediate public health and safety needs, strengthen existing flood control facilities to address seismic safety issues. Twenty million dollars (\$20,000,000) shall be available for local agencies to meet immediate water quality needs related to combined municipal sewer and stormwater systems to prevent sewage discharges into state waters. Twenty million dollars (\$20,000,000) shall be available for urban stream stormwater flood management projects to reduce the frequency and impacts of flooding in watersheds that drain to the San Francisco Bay.

(b) Of the funds made available pursuant to Division 43 (commencing with Section 75001) of the Public Resources Code, the sum of five hundred

twenty-six million four hundred ninety-one thousand dollars (\$526,491,000) is hereby appropriated as follows:

(1) Pursuant to Section 75022 of the Public Resources Code, the sum of fifty million dollars (\$50,000,000) to the State Department of Public Health for grants for small community drinking water system infrastructure improvements and related action to meet safe drinking water standards. First priority for these funds shall be given to disadvantaged or severely disadvantaged communities lacking resources to provide safe drinking water to residents. Small community drinking water systems that are dependent on surface water and are under orders from the State Department of Public Health to boil water from existing treatment systems for parasites, viruses, or giardia shall be eligible for grants for drinking water system infrastructure improvements.

(2) Pursuant to Section 75025 of the Public Resources Code, the sum of fifty million four hundred thousand dollars (\$50,400,000) to the State Department of Public Health for grants for projects to prevent or reduce the contamination of groundwater that serves as a source of drinking water. Funds appropriated by this paragraph shall be available for immediate projects needed to protect public health by preventing or reducing the contamination of groundwater that serves as a major source of drinking water for a community.

(A) The State Department of Public Health shall prioritize project funding based on the following criteria:

(i) The threat posed by groundwater contamination to the affected community's overall drinking water supplies, including the need for the treatment or construction of alternative supplies if groundwater is not available due to contamination.

(ii) The potential for groundwater contamination to spread and reduce drinking water supply and water storage capacity for major population areas.

(iii) The potential of the project, if fully implemented, to enhance local water supply reliability.

(iv) The potential of the project to increase opportunities for groundwater recharge and optimization of groundwater supplies.

(B) The State Department of Public Health shall give additional consideration to projects that meet any of the following criteria:

(i) The project is implemented pursuant to a comprehensive basinwide groundwater quality management and remediation plan or is necessary to develop a comprehensive groundwater plan.

(ii) Affected groundwater provides a local supply that, if contaminated, will require the importation of additional water from the Sacramento-San Joaquin Delta or the Colorado River.

(iii) The project will serve an economically disadvantaged community.

(iv) Multiple contaminants affect more than one-third of the well capacity of a local water system.

(C) Of the amount made available by this paragraph, up to ten million dollars (\$10,000,000) shall be allocated for projects that meet the criteria of this paragraph and both of the following criteria:

(i) The project has the potential to leverage funds.

(ii) The project addresses contamination at a site on the list maintained by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code or a site listed on the National Priorities List pursuant to the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. Sec. 9601 et seq.).

(D) Of the funds made available by this paragraph, two million dollars (\$2,000,000) shall be allocated to the State Department of Public Health to contract with the State Water Resources Control Board for the purposes of Section 83002.5.

(3) (A) Pursuant to Section 75026 of the Public Resources Code, the sum of one hundred eighty-one million seven hundred ninety-one thousand dollars (\$181,791,000) to the department for integrated regional water management activities as follows:

(i) One hundred million dollars (\$100,000,000) for implementation grants.

(ii) Thirty-nine million dollars (\$39,000,000) for planning grants, local groundwater assistance grants, and CALFED scientific research grants.

(iii) Twenty-two million ninety-one thousand dollars (\$22,091,000) for projects with interregional or statewide benefits.

Of the amount made available pursuant to this paragraph, not less than ten million dollars (\$10,000,000) shall be made available for expenditure to interconnect municipal and industrial water supply aqueducts that cross the Delta and that are vulnerable to flood damage, including the design and construction of interties among aqueducts that provide at least 90 percent of a regional water supply that would be threatened in the event of levee failure or other disaster, and that support an integrated regional emergency water supply system.

(iv) Twenty million seven hundred thousand dollars (\$20,700,000) for program delivery costs.

(B) An implementation grant pursuant to clause (i) of subparagraph (A) shall be available only for projects included in an integrated regional water management plan that meets one of the following conditions:

(i) The plan complies with Part 2.2 (commencing with Section 10530) of Division 6.

(ii) For a plan adopted before the date on which this section is enacted, both of the following apply:

(I) The regional water management group that prepared the plan enters into a binding agreement with the department to update the plan to comply with Part 2.2 (commencing with Section 10530) of Division 6 within two years of the date on which the agreement was entered into.

(II) The regional water management group undertakes all reasonable and feasible efforts to take into account water-related needs of disadvantaged communities in the area within the boundaries of the plan.

(C) Of the funds described in clauses (i) and (ii) of subparagraph (A), the department shall allocate not less than 10 percent to facilitate and support the participation of disadvantaged communities in integrated regional water

management planning and for projects that address critical water supply or water quality needs for disadvantaged communities.

(D) Of the funds described in clause (iii) of subparagraph (A), the department shall allocate two million dollars (\$2,000,000) to Tulare County for development of an integrated water quality and wastewater treatment program plan to address the drinking water and wastewater needs of disadvantaged communities in the Tulare Lake Basin. Funds allocated pursuant to this paragraph shall be available for assessment and feasibility studies necessary to develop the plan, and the plan shall include recommendations for planning, infrastructure, and other water management actions, and shall include specific recommendations for regional drinking water treatment facilities, regional wastewater treatment facilities, conjunctive use sites and groundwater recharge, groundwater for surface water exchanges, related infrastructure, and cost-sharing mechanisms. Tulare County shall consult with appropriate stakeholders, including representatives of disadvantaged communities, when preparing the plan. The department, in consultation with the State Department of Public Health, shall submit the plan to the Legislature by January 1, 2011.

(E) Of the funds described in clause (i) of subparagraph (A), the department shall allocate not less than twenty million dollars (\$20,000,000) to support urban and agricultural water conservation projects necessary to meet a 20-percent reduction in per capita water use by the year 2020.

(4) Pursuant to Section 75029 of the Public Resources Code, the sum of ninety million dollars (90,000,000) to the department for the implementation of Delta water quality improvement projects that protect drinking water supplies as follows:

(A) Pursuant to subdivision (d) of Section 75029 of the Public Resources Code, the sum of fifty million dollars (\$50,000,000) for drinking water intake facility projects to improve the quality of drinking water supply from the Sacramento-San Joaquin Delta that are identified in the June 2005 Delta Region Drinking Water Quality Management Plan. Funding shall be made available for environmental review, design, and construction. Project proponents seeking funding for construction shall meet all of the following criteria:

(i) Have completed documentation required under the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) and a notice of determination has been filed prior to June 30, 2008.

(ii) Have demonstrated multiple benefits in conveyance and Delta operation to achieve protection or improvement to Delta pelagic fisheries, as well as drinking water quality improvement and public health protection.

(iii) Are able to complete design and commence construction before June 30, 2009.

(iv) Have local or federal cost-sharing funds immediately available.

(B) The sum of forty million dollars (\$40,000,000) for projects consistent with subdivision (c) of Section 75029 of the Public Resources Code.

(5) Pursuant to Section 75033 of the Public Resources Code, the sum of one hundred million dollars (\$100,000,000) to the department for the acquisition, preservation, protection, and restoration of Sacramento-San Joaquin Delta resources in accordance with Section 75033 of the Public Resources Code. The department shall expend these funds pursuant to priorities that reflect the value of the resources and land uses protected by the levees to the state as a whole, consistent with the Delta Vision Strategic Plan. Projects shall be selected to improve the stability of the Delta levee system, reduce subsidence, and assist in restoring the ecosystem of the Delta. Priority shall be given to projects that improve conditions for Delta smelt and other native fish. Up to five million dollars (\$5,000,000) made available pursuant to this paragraph shall be available as grants and direct expenditures for emergency communications equipment to improve emergency response preparedness.

(6) Pursuant to Chapter 4 (commencing with Section 75041) of Division 43 of the Public Resources Code, the sum of thirty-seven million dollars (\$37,000,000) to the department as follows:

(A) (i) Twelve million dollars (\$12,000,000) to complete the planning and feasibility studies associated with new surface storage under the California Bay-Delta Program.

(ii) The planning and feasibility studies shall include the following information:

(I) The identification of specific construction and operation conditions proposed for each surface storage facility, including consideration of climate change, an estimated schedule for the construction and completion of each project funded under Section 75041, and the total costs of constructing each project.

(II) A description of the estimated total costs to construct each project and an allocation of the costs to public and private beneficiaries.

(iii) Any feasibility study conducted by or funded by the state for new surface storage under the California Bay-Delta Program shall evaluate funded projects consistent with all statutory and other legally established requirements for protection of environmental and natural resources, including protections for the McCloud River pursuant to Section 5093.542 of the Public Resources Code.

(iv) The feasibility studies shall be prepared and submitted to the Governor and the Legislature no later than December 31, 2009.

(B) (i) Fifteen million dollars (\$15,000,000) for planning and feasibility studies to identify potential options for the reoperation of the state's flood protection and water supply systems that will optimize the use of existing facilities and groundwater storage capacity.

(ii) The studies shall incorporate appropriate climate change scenarios and be designed to determine the potential to achieve the following objectives:

(I) Integration of flood protection and water supply systems to increase water supply reliability and flood protection, improve water quality, and provide for ecosystem protection and restoration.

(II) Reoperation of existing reservoirs, flood facilities, and other water facilities in conjunction with groundwater storage to improve water supply reliability, flood control, and ecosystem protection and to reduce groundwater overdraft.

(III) Promotion of more effective groundwater management and protection and greater integration of groundwater and surface water resource uses.

(IV) Improvement of existing water conveyance systems to increase water supply reliability, improve water quality, expand flood protection, and protect and restore ecosystems.

(C) Ten million dollars (\$10,000,000) to update the California Water Plan, including evaluation of climate change impacts, the development of strategies to adapt to climate change impacts, technical assistance to local agencies that incorporate climate change into their studies, reports, and plans, and the identification of strategies to reduce greenhouse gas emissions related to the storage, conveyance, and distribution of water.

(D) Of the money made available pursuant to subparagraphs (A), (B), and (C), up to two million dollars (\$2,000,000) may be expended for planning and feasibility studies necessary to implement the Delta Vision Strategic Plan, developed pursuant to Executive Order No. S-17-06, dated September 28, 2006, establishing the Delta Vision process.

(7) Pursuant to Section 75050 of the Public Resources Code, the sum of seventeen million three hundred thousand dollars (\$17,300,000) for the protection and restoration of rivers and streams as follows:

(A) Ten million dollars (\$10,000,000) to the State Coastal Conservancy for the purposes of subdivision (i) of Section 75050 of the Public Resources Code.

(B) Seven million three hundred thousand dollars (\$7,300,000) to the department for the purposes of subdivision (c) of Section 75050 of the Public Resources Code.

(c) Of the funds made available pursuant to subdivision (a) of Section 79550, the sum of three million seven hundred sixty thousand dollars (\$3,760,000) is hereby appropriated to the department for planning and feasibility studies associated with surface storage under the California Bay-Delta Program.

(d) (1) Of the funds available pursuant to Section 79101.4, the sum of two million two hundred seventy-two thousand dollars (\$2,272,000) is appropriated to the department for the Sacramento River Hamilton City Area Flood Damage Reduction Project.

(2) Of the funds available pursuant to subdivision (c) of Section 79196.5, the sum of three million four hundred fifty thousand dollars (\$3,450,000) is appropriated to the department for the Franks Tract Pilot Project under the CALFED Drinking Water Quality Program.

83002.5. To improve understanding of the causes of groundwater contamination, identify potential remediation solutions and funding sources to recover costs expended by the state for the purposes of this section to clean up or treat groundwater, and ensure the provision of safe drinking water to all communities, the State Water Resources Control Board, in

consultation with other agencies as specified in this section, shall develop pilot projects in the Tulare Lake Basin and the Salinas Valley that focus on nitrate contamination and do all of the following:

(a) (1) In collaboration with relevant agencies and utilizing existing data, including groundwater ambient monitoring and assessment results along with the collection of new information as needed, do all of the following:

(A) Identify sources, by category of discharger, of groundwater contamination due to nitrates in the pilot project basins.

(B) Estimate proportionate contributions to groundwater contamination by source and category of discharger.

(C) Identify and analyze options within the board's current authority to reduce current nitrate levels and prevent continuing nitrate contamination of these basins and estimate the costs associated with exercising existing authority.

(2) In collaboration with the State Department of Public Health, do all of the following:

(A) Identify methods and costs associated with the treatment of nitrate contaminated groundwater for use as drinking water.

(B) Identify methods and costs to provide an alternative water supply to groundwater reliant communities in each pilot project basin.

(3) Identify all potential funding sources to provide resources for the cleanup of nitrates, groundwater treatment for nitrates, and the provision of alternative drinking water supply, including, but not limited to, state bond funding, federal funds, water rates, and fees or fines on polluters.

(4) Develop recommendations for developing a groundwater cleanup program for the Central Valley Water Quality Control Region and the Central Coast Water Quality Control Region based upon pilot project results.

(b) Create an interagency task force, as needed, to oversee the pilot projects and develop recommendations for the Legislature. The interagency task force may include the board, the State Department of Public Health, the Department of Toxic Substances Control, the California Environmental Protection Agency, the Department of Water Resources, local public health officials, the Department of Food and Agriculture, and the Department of Pesticide Regulation.

(c) Submit a report to the Legislature on the scope and findings of the pilot projects, including recommendations, within two years of receiving funding.

(d) Implement recommendations in the Central Coast Water Quality Control Region and the Central Valley Water Quality Control Region pursuant to paragraph (4) of subdivision (a) within two years of submitting the report described in subdivision (c) to the Legislature.

(e) For the Salinas Valley Pilot Project, the State Water Resources Control Board shall consult with the Monterey County Water Resources Agency.

83002.6. Up to 5 percent of the funds appropriated by this division may be expended to pay the costs incurred in the administration of that program.

83002.7. Funds appropriated by this division shall only be available for encumbrance until June 30, 2010. On January 10, 2010, any program that

is the recipient of an appropriation made by this division shall report to the fiscal committees of the Legislature on the details of all committed and anticipated expenditures of these funds. The report shall include all of the following information:

- (a) Fiscal detail of state operations support and local assistance costs.
- (b) A general description of the project and the project funding made available by an appropriation in the annual Budget Act for the 2008–09 fiscal year or proposed to be made available in the annual Budget Act for the 2009–10 fiscal year.
- (c) A description of the manner in which funds have been expended and a plan for the future expenditure of funds.
- (d) An anticipated timeframe for the full expenditure of the appropriation.
- (e) An anticipated timeframe for the full completion of the designated project.
- (f) The amount of total matching project funding that is being provided by an entity other than the state.

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Appendix B
California Department of Water Resources
Grant Agreement No. 4600009132

EXHIBIT A

STATE OF CALIFORNIA THE NATURAL RESOURCES AGENCY DEPARTMENT OF WATER RESOURCES

GRANT AGREEMENT BETWEEN STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES AND

COUNTY OF TULARE

AGREEMENT NUMBER: 4600009132 UNDER THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOODCONTROL, RIVER AND COASTAL PROTECTION BOND ACT OF 2006 (Public Resources Code Section 75026 et seq.)

THIS GRANT AGREEMENT, entered into by and between State of California, acting by and through the Department of Water Resources, herein referred to as the "State" and the County of Tulare, a public agency, in the County of Tulare, State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee", which parties do hereby agree as follows:

1. **PURPOSE OF GRANT:** This Grant is made by State to Grantee to assist in financing projects associated with the Tulare County for development of an integrated water quality and wastewater treatment program plan as appropriated by Senate Bill SBX2 1 (California Water Code §83002 (b)(3)(D), hereinafter referred to as "SBX2 1"). Grant funds may be used only as provided in this Grant Agreement for Eligible Costs as included in Exhibit A, Project Work Plan.
2. **TERM OF GRANT AGREEMENT:** The term of this Agreement begins on the date this agreement is executed by DWR and terminates on November 30, 2014, or when all of the Parties' obligations under this Agreement have been fully satisfied, whichever occurs earlier.
3. **SCHEDULE:** Grantee shall diligently perform or cause to be performed all work as described in Exhibit A, Project Work Plan, in accordance with Exhibit B, Project Schedule.
4. **GRANT AMOUNT:** The maximum amount payable by State under this Grant Agreement shall not exceed \$2,000,000.
5. **GRANTEE'S COST:** The reasonable total costs of the Project are estimated to be \$2,000,000 which is summarized in Exhibit C, Project Budget. Grantee agrees to fund, or ensure funding of the difference, if any, between the estimate of Project costs and the Grant Amount specified in paragraph 4. Grantee cost share is estimated to be \$0.00.
6. **ELIGIBLE COST:** Grantee shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit C, Project Budget. Eligible project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Work performed after the date July 1, 2010, shall be eligible for reimbursement. Costs incurred after November 30, 2014, and prior to July 1, 2010 are not eligible for reimbursement. Reasonable administrative expenses may be included as Project Costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, implementation, and maintenance. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the project including an appropriate pro-rata

allocation of overhead and administrative expenses that are regularly assigned to all such projects in accordance with the standard accounting practices of the Grantee.

Costs that are not reimbursable with grant funds include, but may not be limited to, the following:

- Costs incurred prior to the reimbursable date as identified in paragraph 6 of the Grant Agreement.
- Operation and maintenance costs, including post construction performance and monitoring costs.
- Purchase of equipment not an integral part of a project.
- Establishing a reserve fund.
- Purchase of water supply.
- Replacement of existing funding sources for ongoing programs.
- Support of existing agency requirements and mandates.
- Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to the effective date of this Grant Agreement.
- Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs.
- Overhead not directly related to Program costs.

7. **GRANTEE RESPONSIBILITY:** Grantee and its representatives, with the authority to act for Grantee, shall be responsible for work and for persons or entities engaged in work, including, but not limited to, subcontractors, suppliers, and providers of services. Grantee and its representatives shall provide regular inspections of any construction work in progress. Grantee and its representatives shall fulfill its obligations under the Grant Agreement. Grantee shall faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, Project Work Plan.

Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to bid disputes and payment disputes with Grantee's representatives, contractors and subcontractors. State will not mediate disputes between Grantee and any other entity concerning responsibility for performance of work.

8. **RELATIONSHIP OF PARTIES:** Grantee is solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of grant funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.

9. **GRANTEE REPRESENTATIONS:** Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006.

10. **PROJECT PERFORMANCE AND ASSURANCES:** Grantee agrees to faithfully and expeditiously perform or cause to be performed all project work as described in the Project Work Plan, Exhibit A, under this Grant Agreement and implement the Project in accordance with applicable provisions of the law. Grantee and its representatives shall fulfill its obligations under the Grant Agreement, and shall be responsible for the performance of the project. In the event State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.
11. **REQUIREMENTS FOR DISBURSEMENT:** Grantee shall, by October 31, 2011 meet all conditions precedent to the disbursement of money under this Grant Agreement, including Basic Conditions, paragraph 12. Failure by Grantee to comply by this date may, at the option of State, result in termination of the Grant Agreement under Exhibit D, Standard Conditions. For disbursements of funds for each project, Grantee shall continue to meet the Basic Conditions as well as the Conditions for Disbursement, paragraph 13.
12. **BASIC CONDITIONS:** State shall have no obligation to disburse money for a project under this Grant Agreement unless and until Grantee has satisfied for such project the State's requirements for disbursement in accordance with the California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 which include:
 - a) Grantee demonstrates compliance with the provisions of the Grant Agreement between State and Grantee.
 - b) Grantee demonstrates the availability of sufficient funds to complete the project.
 - c) Work that is subject to the California Environmental Quality Act (CEQA) shall not proceed under this Agreement until documents that satisfy the CEQA process are received by the DWR Point of Contact and DWR has completed its CEQA compliance. Work that is subject to a CEQA document shall not proceed until and unless approved by the DWR Point of Contact. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. Once CEQA documentation has been completed, DWR will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation.
 - d) For the term of this Grant Agreement, Grantee submits timely periodic progress reports as required by paragraph 18, Submission of Reports.
13. **CONDITIONS FOR DISBURSEMENT:** Prior to disbursement of funds, by State for construction, Grantee shall submit to State:
 - a) Final plans and specifications certified by a California Registered Civil Engineer as to compliance with the approved project as defined in paragraph 1.
 - b) A written statement that all necessary permits, easements, rights-of-way, and approvals as may be required by other State, federal, and/or local agencies as specified in paragraph 22, permits, licenses, approvals, and legal obligations, have been obtained.
14. **METHOD OF PAYMENT:** After the disbursement requirements in paragraph 11 are met, State will disburse the whole or portions of the Grant commitment to Grantee, following receipt from Grantee of an invoice for costs incurred, and timely progress reports as required by paragraph 18.

Invoices submitted by Grantee shall include the following information:

- a) Costs incurred for work performed in implementing the Project or contracts during the period identified in the particular invoice.
- b) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the construction, operation, or maintenance of a project.
- c) Any appropriate receipts and reports for costs incurred.
- d) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoices must be itemized based on the categories specified in the Project Budget, Exhibit C. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's grant amount, paragraph 4 and those costs that represent Grantee's and Local Project Sponsors' costs, as applicable, paragraph 5.
 - iv. Original signature and date (in ink) of Grantee's Project Manager

Payment will be made no more than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Submit the original and three (3) copies of the invoice form to the following address:

Department of Water Resources
Division of Integrated Regional Water Management
South Central Region Office
Attention: Ernest Taylor

Overnight/Hand Delivery Address:
3374 East Shields Avenue
Fresno, CA 93726

15. **DISBURSEMENT:** Following the review of each invoice, State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. For each project, funds will be disbursed by State in response to each approved invoice, and in accordance with the Project Budget, Exhibit C. Any and all money disbursed to Grantee under this Grant Agreement and any and all interest earned by Grantee on such money shall be used solely to pay Eligible Costs.
16. **WITHHOLDING OF GRANT DISBURSEMENT BY STATE:** If State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the Grant Commitment and take any other action that it deems necessary to protect its interests. State may require the Grantee to immediately repay all or any portion of the disbursed grant amount with interest, consistent with its determination. State may consider Grantee's refusal to repay the requested disbursed grant amount a contract breach subject to the default provisions in paragraph 17. If State notifies Grantee of its decision to withhold the

entire grant amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and shall no longer be binding on either party.

17. **DEFAULT PROVISIONS:** Grantee will be in default under this Grant Agreement if any of the following occur:

- Breach of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations;
- Making any false warranty, representation, or statement with respect to this Grant Agreement;
- Failure to operate or maintain projects in accordance with this Grant Agreement; or
- Failure to make any remittance required by this Grant Agreement.

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

- Declare the Grant be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default;
- Terminate any obligation to make future payments to Grantee;
- Terminate the Grant Agreement; and
- Take any other action that it deems necessary to protect its interests.

18. **SUBMISSION OF REPORTS:** The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager, and shall be submitted in both electronic and hard copy forms. If requested, Grantee shall promptly provide any additional information deemed necessary by State for approval of reports. Reports shall be presented in the formats described in Exhibit E, Report Format. The submittal and approval of reports is a requirement for initial and continued disbursement of State funds. Submittal of a Project Completion Report for the Project is a requirement for the release of any funds retained for such project.

- Quarterly Reports: Beginning October 2011, and for the duration of the Grant Agreement, Grantee shall submit to State a quarterly report which explains the status of each project described in the Project Work Plan, Exhibit A. Reports shall be submitted by the last day of January, April, July, and October for the preceding quarter. Progress reports shall summarize the work completed for each project during the reporting period. Quarterly reports shall include, for each project, a statement of progress compared to the schedule contained in Exhibit B, Project Schedule, and a comparison of actual costs to date to the budget contained in Exhibit C, Project Budget.
- Project Completion Report: Grantee shall prepare and submit to State a separate Project Completion Report detailing the project elements included in Exhibit A, Project Work Plan. Grantee shall submit a Project Completion Report within ninety (90) calendar days of completion of all tasks associated with the project. Each Project Completion Report shall include a description of actual work done, a final schedule showing actual progress versus planned progress, and copies of any final documents or reports generated or utilized during the project. The Project Completion Report shall also include, if applicable, certification of final project by a registered civil engineer, consistent with Standard Condition D-14 of this Grant Agreement.

19. **MONITORING REQUIREMENTS:** Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater

Quality Monitoring Act of 2001 (Part 2.76 (commencing with Section 10780) of Division 6 of the Water Code) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the surface water ambient monitoring program carried out by the State Water Resources Control Board. Exhibit G, Statewide Monitoring, provides guidance on such monitoring requirements.

20. **PERFORMANCE EVALUATION:** Grantee's performance under this Agreement will be evaluated by State after completion.
21. **OPERATION AND MAINTENANCE OF PROJECT:** For the useful life of the projects and in consideration of the Grant made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of the projects, and shall ensure or cause the projects to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The Grantee assumes all operations and maintenance costs of the facilities and structures; State shall not be liable for any cost of such maintenance, management, or operation. Grantee may be excused from operations and maintenance only upon the written approval of the State's Project Manager. For purposes of this Grant Agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under paragraph 17, "Default Provisions."
22. **PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS:** Grantee shall be responsible for ensuring any and all permits, licenses, and approvals required for performing their obligations under this Grant Agreement are obtained, and shall comply with other applicable federal, State and local laws, rules, and regulations, guidelines, and requirements for the project described in Exhibit A, Project Work Plan, prior to disbursement of funds under this Grant Agreement.

Grantee agrees to comply with all applicable California Labor Code requirements, including prevailing wage provisions. Grantee must, independently or through a third party, adopt and enforce a Department of Industrial Relations-certified Labor Compliance Program (LCP) meeting the requirements of Labor Code section 1771.5 for projects funded by Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006.

Grantee's failure to comply with LCP requirements is a substantial breach of this Agreement. At the State's request, grantee must promptly submit written evidence of Grantee's compliance with the LCP requirements.
23. **NOTIFICATION OF STATE:** For each project, Grantee shall promptly notify, in writing, State of the following items:

- a) Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change.
 - b) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - c) Completion of work on a project.
 - d) Final inspection of a project by a Registered Civil Engineer, as determined and required by State, and in accordance with Standard Condition D-14, and provide State the opportunity to participate in the inspection. Grantee shall make such notification at least fourteen (14) calendar days prior to the final inspection.
24. **PROJECT MANAGERS:** Either party may change its Project Manager upon written notice to the other party.
- **State's Project Manager:** State's Project Manager shall be the Chief, Division Integrated Regional Water Management, Department of Water Resources. State's Project Manager shall be State's representative and shall have the authority to make determinations and findings with respect to each controversy arising under or in connection with the interpretation, performance, or payment for work performed under the Grant Agreement.
 - **Grantee's Project Manager:** Grantee's Project Manager shall be Jean Rousseau, County Administrative Officer. Grantee's Project Manager shall be the Grantee's representative for the administration of the Grant Agreement and shall have full authority to act on behalf of the Grantee, including authority to execute all payment requests.
25. **NOTICES:** Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be sent by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; (iii) by "overnight" delivery service; provided that next-business-day delivery is requested by the sender; or (iv) by facsimile transmission, followed by submittal of a hard copy. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given seven (7) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent by facsimile will be effective on the date of successful transmission, which is documented in writing. Notices shall be sent to the following addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below:

State of California
Department of Water Resources
Division of Integrated Regional Water Management
Attention: Chief, Division of Integrated Regional Water Management
Financial Assistance Branch
Post Office Box 942836
Sacramento, California 94236-0001

Mike Ennis, Chairman
Tulare County Board of Supervisors
County of Tulare
2800 W. Burrel Avenue
Visalia, CA 93291

26. INCORPORATION OF STANDARD CONDITIONS AND GRANTEE COMMITMENTS: The following exhibits are attached and made a part of this Grant Agreement by this reference:
- Exhibit A – Project Work Plan
 - Exhibit B – Project Schedule
 - Exhibit C – Project Budget
 - Exhibit D – Standard Conditions
 - Exhibit E – Report Format
 - Exhibit F – Grantee Resolution
 - Exhibit G – Statewide Monitoring
 - Exhibit H – Travel and Per Diem Expenses

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

COUNTY OF TULARE

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

Mike Ennis, Chairman
Tulare County Board of Supervisors

Date _____

Date _____

Approved as to Legal Form and Sufficiency

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

Date _____

APPROVED AS TO FORM:
COUNTY COUNSEL

By Jenny [Signature]
Deputy (2011-2012)

EXHIBIT A

PROJECT WORK PLAN

Tulare County Integrated Water Quality and Wastewater Treatment Program Plan

Scope of the Proposal

Tulare County will prepare a plan to address the drinking water and wastewater needs of rural, disadvantaged communities in the Tulare Lake Basin (Basin). The Project will culminate in the production of a final Report that will contain the plan, including results and recommendations for the implementation of specific projects, to be submitted to Department of Water Resources (DWR) in August 2014. To prepare the plan, Tulare County will consult with various state, federal and local agencies, stakeholders and consultants to identify the water and wastewater problems affecting disadvantaged communities in the Basin and develop recommended solutions to address these problems through pilot projects and studies. For more information, see the attached timeline and budget.

Purpose, Goals and Objectives

Disadvantaged communities (DACs) in the Tulare Lake Basin region face widespread drinking water and wastewater challenges. In many cases local Integrated Regional Water Management (IRWM) planning groups have been unable to help disadvantaged communities within their planning areas address these challenges. This Project will enable Tulare County to investigate and develop solutions for disadvantaged communities that can be integrated into IRWM planning efforts for the Tulare Lake Basin region.

The purpose of this Project is to develop a plan that provides rural, disadvantaged communities with a safe, clean and affordable potable water supply and effective and affordable wastewater treatment and disposal. The final product will be an integrated water quality and wastewater treatment program plan to address the drinking water and wastewater needs of disadvantaged communities in the Tulare Lake Basin region.

The plan will include recommendations for planning, infrastructure, and other water management actions, as well as specific recommendations for regional drinking water treatment facilities, regional wastewater treatment facilities, conjunctive use sites and groundwater recharge, groundwater for surface water exchanges, related infrastructure, project sustainability, and cost-sharing mechanisms. The Project will identify projects and programs that will create long-term reliability, while optimizing the ongoing operation and maintenance (O&M) and management costs for small water and wastewater systems.

The Project will focus on the drinking water and wastewater needs of rural and unincorporated areas that meet the definition of disadvantaged community from Prop. 84 – less than 80% of the statewide median household income. This would include community water systems, wastewater systems, schools that provide their own drinking water or are served by a local water system, and rural communities with a high density of contaminated private wells.

The Tulare County Administrative Office will manage the Project in conjunction with a team of consultants and stakeholder consultation groups. The final Report and Project Completion Report will be submitted to DWR by August 31, 2014 and November 30, 2014, respectively. (See Exhibit C).

Work Items Performed Under Each Task

Administration

Administrative tasks will be ongoing throughout the Project. These tasks will include submittal of reports and invoices, coordination of meetings and travel and per diem associated with these activities.

Task 1 – Baseline Data Gathering

Tulare County will develop a database of all disadvantaged communities in the Tulare Lake Basin. The database may include the following information:

- a. Community name and profile (population, connections, median household income, etc.);
- b. Identified water problems (e.g., drinking water (quality and supply), wastewater, drainage/stormwater, flooding problems):
 - i. Current status;
 - ii. Solutions considered to date and potential options;
- c. Location;
- d. Community water or waste water provider (e.g. Pixley Public Utility District);
- e. Community technical representative(s);
- f. Status of eligibility for funding under existing government funding programs;
- g. Date last updated

Subtask 1.1 – Data Gathering, Data Mapping, and Database Creation

Tulare County will coordinate with other local, state and federal agencies as well as appropriate organizations to collect existing data and create the database described above. It will also create a protocol for the update and maintenance of the database throughout the life of the Project. Tulare County will utilize a GIS consultant and/or staff to map the location of disadvantaged communities in the Tulare Lake Basin and other available and appropriate data in order to identify regional challenges and opportunities for regional projects. (Examples of data that might be useful include groundwater quality, surface water conveyance infrastructure, groundwater recharge areas, LAFCO boundaries, etc.) Maps may be utilized in identifying priority issues and pilot projects, as well as in developing final recommendations and illustrating recommendations in the final Report.

Subtask 1.2 – Database Update and Maintenance

For the duration of the Project, the County Administrative Office will update and maintain this database, in conjunction with the California Department of Public Health and other relevant agencies. Database information and updates will be made available to Tulare Lake Basin Integrated Regional Water Management (IRWM) planning groups, relevant General Plan efforts, and other agencies as requested. This information will be provided to DWR, and upon request other agencies and the general public.

Subtask 1.3 – Database Planning

The final Report will include a proposal on how the database will be maintained and updated beyond the life of the Project.

Task 2 – Stakeholder Consultation and Community Outreach

Tulare County designated consultant/s will prepare the final Report in consultation with stakeholders, including representatives of disadvantaged communities throughout the life of the Project. The communities to be served will be involved in the development of any solutions to address their water and wastewater problems. Their feedback will be critical to the success of this Project because community members have a unique understanding of the problems facing their community. Because they have to live with the solutions potentially generated by the pilot project, communities must have buy-in and understand what will be needed to implement, operate, and maintain any solution to ensure that the recommendations will be successfully implemented.

Subtask 2.1 – Convening of the “Stakeholder Oversight Committee”

Tulare County staff will establish a basin-wide Stakeholder Oversight Committee comprised of community representatives (including water consumers and local water board members), as well as regulatory and funding agency representatives and other organizations working on disadvantaged community water and wastewater needs as appropriate. This body will work with the project consultant/s to identify plan priorities for the basin, pilot projects, and review draft and final recommendations, as described in Tasks 3 and 5. All meetings will be open to the public.

Subtask 2.2 – Community Outreach

Tulare County staff will work with community outreach consultants to conduct outreach to the residents of communities that will be the subject of individual pilot projects. This process will also serve to recruit community members for participation in the Stakeholder Oversight Committee and each individual Pilot Project Stakeholder Advisory Group (see Subtask 2.3).

Subtask 2.3 – Convening the Pilot Project Stakeholder Advisory Groups

In order to ensure that each pilot project is developed with input from stakeholders, a separate Pilot Project Stakeholder Advisory Group will be convened for each individual pilot project or study. Each group will be comprised of members of impacted communities, regulatory and funding agencies, local water or wastewater providers, and other agencies and organizations as appropriate, in order to provide input and recommendations to the technical consultants throughout the identification and analysis of physical, management, financial, and operational alternatives to the known problems.

Subtask 2.4 – Stakeholder Involvement Report

As part of the final Report to DWR (see Task 5) a summary of the lessons learned and recommendations for improvements to the Stakeholder involvement processes described in this Task, (as well as any recommendations for incorporation of these lessons in other on-going or future planning processes) will be prepared.

Task 3 – Select and Design Pilot Projects and Studies to Develop Representative Solutions to Priority Issues

Subtask 3.1 – Identification of Priority Issues throughout the Tulare Lake Basin

In consultation with the Stakeholder Oversight Committee, the consultants will utilize the database to identify common problems associated with providing safe, reliable water and wastewater services to disadvantaged communities that can be effectively explored by further study, alternative solution development, and pilot projects. Using this list of common problems, the consultants will work with the Stakeholder Oversight Committee to identify the priority issues facing disadvantaged communities in the Tulare Lake Basin.

Subtask 3.2 – Identification of Potential Solutions to Priority Issues

For each priority issue identified in Subtask 3.1, the consultants will list the potential solutions for that particular issue. This list of issues and corresponding potential solutions will be combined with a matrix of community scenarios (i.e. the number of connections, community setting) and the resulting matrix will be used as a tool to identify potential solutions for communities throughout the basin region based on where they fall within the matrix. (See Subtask 3.3).

Subtask 3.3 – Identification and Evaluation of Representative Pilot Projects and Studies

In order to generate and select representative pilot projects and studies the Stakeholder Oversight

Committee will develop a set of detailed metrics to evaluate and prioritize potential pilot projects and studies. These metrics will likely include average cost estimates for potential solution components (i.e. average capital costs, average surface water treatment costs); the severity of the public health impacts addressed; effectiveness at solving the problem; technical, managerial, and financial feasibility and affordability; long-term sustainability; whether the solution represents a regional solution; whether the project has the potential to solve a common problem in a way that can be replicated in similarly situated communities throughout the Tulare Lake Basin; and potential for funding with an evaluation of the best funding options. The priority issues identified in Subtask 3.1, the matrix developed in Subtask 3.2, and the evaluation metrics will serve as the basis for the Stakeholder Oversight Committee and consultants to generate representative pilot projects, and studies that present potential regional solutions to the identified priority issues. Pilot projects and studies will consider the given community setting observed throughout the Tulare Lake Basin.

For example, DACs in the Tulare Lake Basin within the scope of this study can be classified into the following three settings: 1) isolated communities, 2) neighboring unincorporated communities, and 3) an unincorporated community near a city. Examples of pilot projects addressing priority issues include a pilot project to address the hypothetical priority issue of arsenic contamination in an isolated community, the lack of sewer services in several neighboring unincorporated communities, or nitrate contamination in a community on private wells near a city. Some priority issues may not be conducive to the pilot project model; these will be addressed through overarching issue studies. These studies will evaluate different models for delivery of services, governance models, or any other issue that poses a barrier to the long term sustainability of DAC drinking water and wastewater systems, as determined by the Stakeholder Oversight Committee. An example of an overarching issue study would be cost-sharing or joint management options for delivery of water services to reduce operation and maintenance costs and ensure access to professional and certified services.

For each pilot project and study identified, a preliminary budget and timeframe will be estimated, as well as potential additional resources. Tulare County will integrate the pilot projects and studies identified in this phase of the project into the database and transmit them to relevant IRWM planning groups. This information will be provided to DWR, and upon request other agencies and the general public. The Stakeholder Oversight Committee will use these metrics to establish a priority list for all identified projects, which can then be used as a guide for future funding priorities.

Subtask 3.4 – Selection of Representative Pilot Projects and Studies

Using the priority list developed in Subtask 3.3, the Stakeholder Oversight Committee will select a final roster of representative pilot projects and studies that will become the focus of the final Report to be submitted to DWR. The number of representative pilot projects and studies selected will be determined by the Stakeholder Oversight Committee, through consultation with technical consultants.

Subtask 3.5 – Preparation of Representative Pilot Projects and Studies

Once the representative pilot projects and studies have been selected through the Stakeholder Oversight Process, Tulare County and the consultants will take the following steps to prepare for each project or study:

1. Determine a final scope, budget, schedule and form of the result(s) or deliverables;
2. Identify and retain additional consultants if needed and convene a Pilot Project Stakeholder Advisory Group;
3. Determine any additional resources necessary for successful implementation

Task 4 - Implement Pilot Project Stakeholder Process to Develop Studies and Representative Solutions to Priority Issues

The consultants identified in Subtask 3.4 and 3.5 will implement the selected representative pilot projects and studies in accordance with the scope, budget, schedule and deliverables for each pilot project or study.

Subtask 4.1 – Implementation of the Pilot Project Stakeholder Process

In consultation with the Pilot Project Stakeholder Advisory Group convened for each pilot project, the consultants will further develop and evaluate the possible solutions generated in Subtask 3.2, gather data to determine their effectiveness, and conduct feasibility studies to determine a recommended solution.

Subtask 4.2 – Generation of Recommendations from Representative Pilot Projects or Studies

For each representative pilot project or study, the consultants will work with the corresponding Pilot Project Stakeholder Advisory Group to develop final recommendations. These recommendations will be integrated into the final Report to DWR, used to update the database, and transmitted to IRWMPs, General Plan processes, and other agencies, as appropriate. This information will be provided to DWR, and upon request other agencies and the general public. Final recommendations will, at a minimum, include the following:

1. A description of the particular problem being addressed and identification of specific communities facing that problem in similar settings throughout the Tulare Lake Basin, for which these recommendations may also be applicable;
2. A description of the solution recommended by the pilot project and any other lessons learned over the course of the study or project (regional impact?);
3. Funding opportunities available to implement the recommended solutions, including the preparation of funding applications when possible;
4. A discussion of steps that may be taken to insure long-term sustainability of the implemented program for the Tulare Lake Basin; and
5. Identification of any obstacles or barriers to implementation of the recommended solution and a proposal for how to eliminate those obstacles or barriers, if applicable.

If appropriate and time and money permit, the consultants may also conduct preliminary engineering, environmental compliance reports (i.e., CEQA & NEPA), conduct water testing, geotechnical work (including test wells if necessary) and design in order to implement the recommended approaches for some pilot projects.

Task 5 – Preparation and Finalization of the Report to DWR**Subtask 5.1 – Preparation of Draft Report**

The consultants will prepare a draft Report incorporating the results of each representative pilot project or other study to be reviewed by the Stakeholder Oversight Committee before finalizing the Report and submitting it to the Department of Water Resources.

Subtask 5.2 – Recommendations on Integration with other Agencies

Because various state, federal, and local agencies are involved directly in the provision of drinking water and wastewater services or provide regulatory oversight of drinking water and wastewater systems, the final Report will include recommendations on how the Tulare Lake Basin Disadvantaged Community Water Plan can be integrated into these existing planning and funding processes and disseminated to the

appropriate agencies. In particular, the final Report will provide specific recommendations, data, and projects that should be integrated into the various Integrated Regional Water Management Plans in the Tulare Lake Basin. The final Report will also make recommendations on how state, federal, and local agencies can provide funding and other support to move each pilot project through to completion. The database, priority issues, and evaluation metrics created by the consultants and Stakeholder Oversight Committee will serve as a guide for prioritization of projects that become eligible for funding under existing and new funding programs to assure the largest benefit possible to DACs.

Subtask 5.3 - Finalization of the Report

The consultants will work with Tulare County to incorporate suggestions from the Stakeholder Oversight Committee's review of the draft Report and finalize the Report for submission to DWR.

Submission of the Final Report to the Department of Water Resources

Once the Report has been finalized by the consultants and approved by Tulare County, it will be submitted to the Department of Water Resources to be submitted to the Legislature.

Submission of the Project Completion Report to the Department of Water Resources

The Project Completion Report will be submitted to the Department of Water Resources by November 30, 2014 in accordance with Exhibit E.

Quarterly Reports

Progress reports will be submitted on a quarterly basis in accordance with Exhibit E.

EXHIBIT B
PROJECT SCHEDULE

The proposed project schedule is included in this section below.

[illegible]

EXHIBIT C
PROJECT BUDGET

The cost estimate to complete the proposed Work Plan for this project is \$2,000,000, as presented in the Project Budget below.

10

EXHIBIT D

STANDARD CONDITIONS

D.1 ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENT:

SEPARATE ACCOUNTING OF GRANT DISBURSEMENT AND INTEREST RECORDS:

Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. Grantee shall require its Local Project Sponsors, contractors, or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.

FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS: The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Grant Agreement.

REMITTANCE OF UNEXPENDED FUNDS: Grantee, within a period of sixty (60) calendar days from the final disbursement from State to Grantee of grant funds, shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not needed to pay Eligible Project Costs.

D.2 ACKNOWLEDGEMENT OF CREDIT: Grantee and Local Project Sponsors shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the IRWM Program or associated grant funded projects or using any data and/or information developed under this Grant Agreement. During construction or implementation of each project, Grantee or Local Project Sponsors shall install a sign at a prominent location which shall include a statement that the project is financed under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, administered by State of California, Department of Water Resources. Grantee shall notify State as each sign has been erected by providing them with a site map with the sign location noted and a photograph of each sign.

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

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

D.5 AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Program, with the costs of such audit borne by State. After completion of the Program, State may require Grantee to conduct a final audit, at Grantee's

expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may take any action it deems necessary to protect its interests.

Grantee agrees that the awarding department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any contract related to performance of this Agreement.

D.6 BUDGET CONTINGENCY: If the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the IRWM Program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.

D.7 COMPETITIVE BIDDING AND PROCUREMENTS: Grantee and Local Project Sponsors shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.

D.8 COMPUTER SOFTWARE: Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

D.9 CONFLICT OF INTEREST:

CURRENT STATE EMPLOYEES: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

FORMER STATE EMPLOYEES: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State

agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

- D.10 DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide, during work on the IRWM Program and throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.11 DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 days prior to submission of the final project invoice, a final inventory list of equipment purchased with grant funds provided by State. Grantee shall consult with State on the scope of the inventory not less than 60 days prior to the submission of the final project invoice. The inventory shall include all items with a current estimated fair market value of more than \$500 per item. Within 60 days of receipt of such inventory, State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.12 DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail.

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

- D.13 DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee, Local Project Sponsors, and their contractors or subcontractors will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a).
 - b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b) to inform employees, contractors, or subcontractors about all of the following:
 - 1. The dangers of drug abuse in the workplace,
 - 2. Grantee's policy of maintaining a drug-free workplace,
 - 3. Any available counseling, rehabilitation, and employee assistance programs, and
 - 4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - c) Provide as required by Government Code Sections 8355(c); that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - 1. Will receive a copy of Grantee's drug-free policy statement, and

2. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

D.14 FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of a construction project and as determined by State, Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement and to the State's satisfaction.

D.15 GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.16 INCOME RESTRICTIONS: Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by Grantee under this Grant Agreement shall be paid by Grantee to State, to the extent that they are properly allocable to costs for which Grantee has been reimbursed by State under this Grant Agreement.

D.17 INDEMNIFICATION: Grantee agrees to indemnify State and its officers, agents, and employees against and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses, or liability due or incident to, either in whole or in part, and whether directly or indirectly, arising out of the IRWM Program, including without limitation, arising out of post-construction operation and maintenance.

D.18 INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantee, if any, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.19 INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto to the extent permitted by Government Code sections 6250 et seq. or other applicable laws. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests, as provided in paragraph 17.

D.20 INSPECTIONS OF PROJECTS BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times, providing a minimum of a 24-hour notice, during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.

D.21 NONDISCRIMINATION: During the performance of this Grant Agreement, Grantee, Local Project Sponsors, and their contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee, Local Project Sponsors, and their contractors shall ensure that the evaluation and

treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee, Local Project Sponsors, and their contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee, Local Project Sponsors, and their contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under the Grant Agreement.

- D.22 OPINIONS AND DETERMINATIONS:** The parties agree that review or approval of any IRWM Program applications, documents, permits, plans and specifications or other program information by the State is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the IRWM Program.
- D.23 PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** Grantee and Local Project Sponsors shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the IRWM Program without prior permission of State. Grantee and Local Project Sponsors shall not take any action concerning the performance of this Grant Agreement, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property acquired through this Grant Agreement be remitted to State.
- D.24 REMEDIES, COSTS, AND ATTORNEY FEES:** Grantee agrees that any remedy provided in this Grant Agreement is in addition to and not in derogation of any other legal or equitable remedy available as a result of breach of this Grant Agreement, whether such breach occurs before or after completion of the IRWM Program, and exercise of any remedy provided by this Grant Agreement shall not preclude either party from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Grant Agreement, it is agreed that the prevailing party shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.
- D.25 RETENTION:** State shall, for each project, withhold ten percent (10.0%) of the funds requested by Grantee for reimbursement of Eligible Costs until the project is completed and Grantee has met requirements of paragraph 19, Submissions of Reports.
- D.26 RIGHTS IN DATA:** Grantee and Local Project Sponsors agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Grant Agreement shall be in the public domain. Grantee and Local Project Sponsors may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee and Local Project

Sponsors shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

- D.27 SEVERABILITY OF UNENFORCEABLE PROVISION:** If any provision of this Grant Agreement is held invalid or unenforceable by a court of final jurisdiction, all other provisions of this Grant Agreement shall be construed to remain fully valid, enforceable, and binding on the parties.
- D.28 SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.29 TERMINATION, IMMEDIATE REPAYMENT, INTEREST:** This Grant Agreement may be terminated by written notice at any time prior to completion of the IRWM Program, at the option of State, upon violation by Grantee of any material provision after such violation has been called to the attention of Grantee and after failure of Grantee to bring itself into compliance with the provisions of this Grant Agreement within a reasonable time as established by State. In the event of such termination, Grantee agrees, upon demand, to immediately repay to State an amount equal to the amount of grant funds disbursed to Grantee prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to Grantee to the date of full repayment by Grantee.
- D.30 TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.31 TRAVEL:** Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement. Travel and per diem shall be reimbursed consistent with the rates applicable at the time of travel. These rates are published at <http://www.dpa.ca.gov/jobinfo/statetravel.shtm> or its successor website. For the purpose of computing such expenses, Grantee's designated headquarters shall be: 2800 W. Burrel Avenue, Visalia, CA 93291. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. Exhibit H, Travel and Per Diem Expenses, provides the travel reimbursement rates posted at the time of execution of this Grant Agreement.
- D.32 WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E

REPORT FORMAT

QUARTERLY REPORT

Quarterly Reports shall generally use the following format. This format may be modified as necessary to effectively communicate information on the projects contained in the Work Plan. The quarterly report should reflect the status of all of the projects identified in the Grant Agreement. A brief summary of program status should also be provided.

For each project, describe the work performed during the quarter including:

PROJECT INFORMATION

- Legal matters;
- Engineering matters;
- Environmental matters;
- Status of permits, easements, rights-of-way, and approvals as may be required by other State, federal, and/or local agencies;
- Major accomplishments during the quarter (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc.);
- Discussion of the ambient surface water and groundwater data submittal effort for the previous quarter, including a description of the data submitted and date(s) of submittal;
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter; and
- Description of the differences between the work performed and the work outlined in the project work plans.
- Discussion of project performance achieved over the previous quarter relative to the criteria established in the Project Assessment and Evaluation Plan (PAEP).

COST INFORMATION

- Listing showing costs incurred during the quarter by the grantee, the local project sponsor overseeing the work, and each contractor working on the project. Listing should include hours per task worked on during the quarter for above personnel;
- A discussion on how the actual budget is progressing in comparison to the project budget included in the Work Plan; and
- A revised budget, by task, if changed from latest budget in Work Plan.

SCHEDULE INFORMATION

- A schedule showing actual progress verse planned progress as shown in Exhibit B;
- A discussion on how the actual schedule is progressing in comparison to the schedule in Exhibit B; and
- A revised schedule, by task, if changed from latest schedule in Exhibit B.

ANTICIPATED ACTIVITIES NEXT QUARTER

Provide a description of anticipated activities for the next quarterly reporting period.

PROJECT COMPLETION REPORT

Project Completion Reports shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects contained in the IRWM Program. A Project Completion Report is required for each project identified in the Work Plan, Exhibit A.

EXECUTIVE SUMMARY

The Executive Summary consists of a maximum of ten (10) pages summarizing project information (see report status section below for topics). The Executive Summary should include the following:

- Brief description of work proposed to be done in the original Exhibit A Work Plan;
- Description of actual work completed and any deviations from the work plan identified in the Grant Agreement;
- Describe the mechanism or process that allows for continued performance monitoring of the objectives;

REPORTS AND/OR PRODUCTS

- Provide a copy of the final technical report or study;
- Provide a map and shapefile(s) showing the location of the completed project. A description of the geographic projection and datum used for the shapefile must be submitted with the shapefile (a NAD '83 datum and a UTM 11 projection should be utilized);
- If any wells were constructed as part of the project, provide the following information: well logs; borehole geophysical logs; state well number; site information to include horizontal (NAD '83) and vertical (NAVD '88) datum to be determined within 0.5 feet;
- Provide an electronic copy of any as-built plans (media: CD-ROM; PDF format);
- Provide copies of any data collected along with location maps;
- If applicable, describe the findings of any study and whether the study determined the engineering, hydrologic, hydrogeologic, environmental, economic and financial feasibility of the project.

COST & DISPOSITION OF FUNDS INFORMATION

- A list of invoices showing:
 - The date each invoice was submitted to State;
 - The amount of the invoice;
 - The date the check was received; and
 - The amount of the check. (If a check has not been received for the final invoice, then state this in this section.)
- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants. (Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.);
 - Construction cost information, shown by material, equipment, labor costs, and change orders;
 - Any other incurred cost detail; and
 - A statement verifying separate accounting of grant disbursements.
- Summary of project cost including:

- Accounting of the cost of project expenditure;
- Include all internal and external costs not previously disclosed;
- A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION

- A final project schedule showing actual progress verse planned progress;
- Certification that the project was conducted in accordance with the approved work plan and any approved modifications thereto; and
- Submittal schedule for Post Performance Report and outline of the reporting format.

ELECTRONIC REPORT FORMATTING

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

- Text preferably in MS WORD or text PDF format.
- Files generally less than 10 MB in size.
- Files named so that the public can determine their content. For example, file naming of reports must have the title and, if subdivided into smaller sized files, the chapter number/letter and names in the report Table of Content (TOC); files of maps, figures, and tables by number/letter as referenced in the TOC; well logs files with DWR required naming convention; and Appendix number/letter and named in the TOC.
- For projects involving a modeling component, grantee shall provide the major input data files, parameters, calibration statistics, output files, and other information requested by DWR's Project Manager.

EXHIBIT F
GRANTEE RESOLUTION

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF Approve and accept)
a grant from the California Department of) RESOLUTION NO. 2010-0686
Water Resources for the County of Tulare) AGREEMENT NO. 24676
Disadvantaged Community Water Study)
Project)

UPON MOTION OF SUPERVISOR ENNIS, SECONDED BY SUPERVISOR
ISHIDA, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT
AN OFFICIAL MEETING HELD AUGUST 17, 2010, BY THE FOLLOWING VOTE:

AYES: SUPERVISORS ISHIDA, VANDER ROEL, COX, WORTHLEY AND ENNIS
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE



ATTEST: JEAN M. ROUSSEAU
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY:

[Signature]
Deputy Clerk

- 1 Approved and accepted a grant from the California Department of Water Resources ("DWR") for the County of Tulare Disadvantaged Community Water Study Project ("Study") from October 1, 2010 through March 31, 2014 in an amount not to exceed \$2,000,000.
- 2 Authorized Jean Rousseau, County Administrative Officer, to be the Project Manager on behalf of Tulare County.
- 3 Authorized the Chairman to sign three copies of the Grant Agreement.

CAO
Co. Counsel

DAY

EXHIBIT G STATEWIDE MONITORING

REQUIREMENTS FOR STATEWIDE MONITORING AND DATA SUBMITTAL

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

Surface water quality monitoring data shall be submitted to the Surface Water Ambient Monitoring Program (SWAMP), which is administered by the State Water Resources Control Board (SWRCB). If a project work plan contains a surface water monitoring element, the Grantee shall also prepare, maintain, and implement a Quality Assurance Project Plan (QAPP) in accordance with:

- The SWAMP QAPP and data reporting requirements.
- The USEPA's *EPA Requirements for Quality Assurance Project Plans* (Publication EPA AQ/R-5, 2001).

The QAPP shall be submitted to the State for review and a decision regarding approval. Guidance for preparing the QAPP is available at:

<http://www.waterboards.ca.gov/swamp/qapp.html>

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

<http://mptl.mlm1.calstate.edu/swdbcompare.html>

After the Grantee has followed the proper quality assurance and quality control (QA/QC) procedures and prepared the data for submittal to SWAMP, the data shall be uploaded, using the methodology established by SWAMP, to the California Environmental Data Exchange Network (CEDEN) database at the following link:

<http://bdat.ca.gov>

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

<http://www.waterboards.ca.gov/gama/index.html>

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

**REQUIREMENTS FOR PROJECT ASSESSMENT AND EVALUATION PLAN (PAEP)
SUBMITTAL:**

Project Assessment and Evaluation Plans (PAEPs) shall be prepared for each project receiving grant funding. For each project, a PAEP shall be submitted to State prior to project construction or monitoring, and as deemed appropriate by State. For information about preparing PAEPs and the recommended content, relevant documentation may be found at the following web site:
<http://www.waterboards.ca.gov/funding/paep.html>

EXHIBIT H

TRAVEL AND PER DIEM EXPENSES*

I. SHORT-TERM PER DIEM EXPENSES

- A. In computing reimbursement for continuous short-term travel of more than 24 hours and less than 31 consecutive days, the employee will be reimbursed for actual costs up to the maximum allowed for each meal, incidental, and lodging expense for each complete 24 hours of travel, beginning with the traveler's times of departure and return, as follows:

1. On the first day of travel on a trip of 24 hours or more:

Trip begins at or before 6 a.m.	Breakfast may be claimed on the first day.
Trip begins at or before 11 a.m.	Lunch may be claimed on the first day.
Trip begins at or before 5 p.m.	Dinner may be claimed on the first day.

2. On the fractional day of travel at the end of a trip of more than 24 hours:

Trip ends at or after 8 a.m.	Breakfast may be claimed.
Trip ends at or after 2 p.m.	Lunch may be claimed.
Trip ends at or after 7 p.m.	Dinner may be claimed.

If the fractional day includes an overnight stay, receipted lodging may also be claimed. No meal or lodging expense may be claimed or reimbursed more than once on any given date or during any 24-hour period.

3. Reimbursement shall be for actual expenses, subject to the following maximum rates:

Meals:

Breakfast	\$ 6.00	Receipts are not required for regular short-term travel meals
Lunch	\$10.00	
Dinner	\$18.00	
Incidentals	\$ 6.00	

Lodging:

Statewide	Actual up to \$84.00 plus tax
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When required to conduct State business and obtain lodging in the counties of Los Angeles and San Diego, reimbursement will be for actual receipted lodging to a maximum of \$110 plus tax.

When required to conduct State business and obtain lodging in the counties of Alameda, San Francisco, San Mateo, and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus tax.

If lodging receipts are not submitted, reimbursement will be for meals only at the rates and time frames set forth in B.1 below.

- B. In computing reimbursement for continuous travel of less than 24 hours, actual expenses, up to the maximums in A.3 above, will be reimbursed for breakfast and/or dinner and/or lodging in accordance with the following time frames:
1. Travel begins at or before 6 a.m. and ends at or after 9 a.m.: Breakfast may be claimed. Travel begins at or before 4 p.m. and ends at or after 7 p.m.: Dinner may be claimed. If the trip of less than 24 hours includes an overnight stay, receipted lodging may be claimed. No lunch or incidentals may be reimbursed on travel of less than 24 hours.
 2. Employees on short-term travel who stay in commercial lodging establishments or commercial campgrounds will be reimbursed for actual lodging expenses substantiated by a receipt. Employees who stay with friends or relatives, or who do not produce a lodging receipt, will be eligible to claim meals only.

II. LONG-TERM TRAVEL AND PER DIEM EXPENSES

- A. Employee maintains a separate residence in the headquarters area:
Long-term travelers who maintain a permanent residence at their primary headquarters may claim daily long-term lodging up to \$24.00 with a receipt, and long-term meals of \$24.00 for each period of travel from 12 to 24 hours at the long-term location. For travel of less than 12 hours, the traveler may claim either \$24.00 in receipted lodging or \$24.00 in long-term meals.
- B. Employee does not maintain a separate residence in headquarters area:
Long-term travelers who do not maintain a permanent residence at their headquarters may claim daily receipted lodging up to \$12.00, and long-term meals of \$12.00 for each period of travel from 12 to 24 hours at the long-term locations. For travel of less than 12 hours, the travelers may claim either \$12.00 in receipted lodging or \$12.00 in long-term meals.

III. MILEAGE REIMBURSEMENT*

Reimbursement for personal vehicle mileage is 51* cents per mile.

IV. VEHICLE RENTAL

Reimbursement for vehicle rental shall be for actual and necessary costs of such rental and airplane usage shall be allowed at the lowest fare available. Claims for reimbursements shall be allowed upon submittal of the appropriate receipt. Refer to California Code of Regulations, Title 2, Sections 599.627 and 599.628.

* Refer to the latest expenses and reimbursement information in the following web page:
<http://www.dpa.ca.gov/personnel-policies/travel/hr-staff.htm>.

Appendix C
Report to the Legislature, Senate Bill X2 1, June 2011

REPORT TO THE LEGISLATURE

**Senate Bill X2 1
(Perata, Chapter 1, Statutes of 2008)**

**Proposition 84
The Safe Drinking Water, Water Quality and Supply,
Flood Control, River and Coastal Protection Act of 2006**

**California Department of Public Health
Division of Drinking Water and Environmental Management**

June 2011

TABLE OF CONTENTS

EXECUTIVE SUMMARY	iii
I. BACKGROUND.....	1
A. Statutory Requirement for Report to Legislature	1
B. Background on Proposition 84.....	1
C. CDPH Implementation of Proposition 84.....	2
II. REPORT TO LEGISLATURE	3
A. Fiscal Detail of State Operations Support and Local Assistance Costs	3
B. General Description of Projects and Project Funding	3
C. Expenditure Plan	4
D. Timeframe for Expenditure	4
E. Anticipated Timeframe for Project(s) Completion	4
F. Matching Funds	5

APPENDICES

Table A-1	Proposition 84 Section 75022, Projects Awarded Funding in 2010-2011.....	6
Table A-2	Proposition 84 Section 75022, Projects Expected to Receive Funding in 2011.....	9
Table A-3	Proposition 84 Section 75025, Projects Awarded Funding in 2010-2011.....	12
Table A-4	Proposition 84 Section 75025, Projects Expected to Receive Funding in 2011.....	12
Table B	CDPH Proposition 84 Expenditure Plan.....	13
Table C	Proposition 84 Section 75022, Feasibility Study Projects Expected to Request Construction Funding	14

EXECUTIVE SUMMARY

Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 (Public Resources Code Section 75001, et seq.), was passed by California voters in the November 2006 general election. The Drinking Water Program of the California Department of Public Health (CDPH) is responsible for implementing certain sections of Proposition 84, specifically Public Resources Code Sections 75021, 75022, 75023, and 75025 of Chapter 2 (Safe Drinking Water and Water Quality Projects). The overall purpose of these sections is to provide the funds necessary to address the most critical water needs of the state including the provision of safe drinking water to all Californians, the protection of water quality and the environment, and the improvement of water supply reliability.

In September 2008, Senate Bill (SB) X2 1 (Perata) and SB 732 (Steinberg) were signed into law, which modified some of the provisions of Sections 75022 and 75025. In addition, SB X2 1 appropriated \$50 million to CDPH for Section 75022 and \$50.4 million for Section 75025. These appropriations were only available for encumbrance until June 30, 2010. CDPH modified its implementation of Proposition 84 to meet the requirements of SB X2 1.

However, in December 2008, the Department of Finance (DOF) in Budget Letter 08-33, directed all state entities that have expenditure control and oversight of General Obligation bond programs to cease authorizing any new grants or obligations for bond projects, and to suspend all projects, excluding those for which DOF authorizes an exemption. Accordingly, CDPH suspended authorizing any new grants or obligations for bond projects on Proposition 84 projects.

Thereafter, CDPH was allocated proceeds for Proposition 84 from subsequent bond sales from April 2009 through November 2010. With these allocations, CDPH has continued to progress since the restart of the Proposition 84 program. The impact of the freeze on operations is reflected in this report. CDPH did not meet the encumbrance timeframes specified in SB X2 1, and received authority to reappropriate the SB X2 1 funds through Fiscal Year 2013-14.

Pursuant to Water Code Section 83002.7, which was created by SB X2 1, CDPH is required to submit a report to the fiscal committees of the Legislature on the details of all committed and anticipated expenditures of funds appropriated by SB X2 1 from Proposition 84.

California Department of Public Health

Report to the Legislature
Senate Bill X2 1 (Perata, Chapter 1, Statutes of 2008)

Proposition 84
The Safe Drinking Water, Water Quality and Supply, Flood Control,
River and Coastal Protection Act of 2006
June 2011

I. BACKGROUND

A. Statutory Requirement for Report to Legislature

Pursuant to Water Code Section 83002.7, which was created by Senate Bill (SB) X2 1 (Perata, 2008), the California Department of Public Health (CDPH) is required to submit a report to the fiscal committees of the Legislature on the details of all committed and anticipated expenditures of funds appropriated by SB X2 1 from Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006.

B. Background on Proposition 84

Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 (Public Resources Code Section 75001, et seq.), was passed by California voters in the November 2006 general election. CDPH's Drinking Water Program is responsible for implementing Public Resources Code Sections 75021, 75022, 75023, and 75025 of Chapter 2 (Safe Drinking Water and Water Quality Projects). The overall purpose of these sections is to provide the funds necessary to address the most critical water needs of the state including the provision of safe drinking water to all Californians, the protection of water quality and the environment, and the improvement of water supply reliability. Specifically:

- The purpose of Section 75021 is to provide funding for grants and direct expenditures to fund emergency and urgent actions to ensure safe drinking water supplies; \$10 million was authorized for this purpose.
- The purpose of Section 75022 is to provide grants for small community drinking water system infrastructure improvements and related actions to meet safe drinking water standards; \$180 million was authorized for this purpose.
- The purpose of Section 75025 is to provide funding for immediate projects needed to protect public health by preventing or reducing the contamination of groundwater that serves as a major source of drinking water for a community; \$60 million was authorized for this purpose.

- In addition, Proposition 84 authorized, in Public Resources Code Section 75023, \$50 million for the state match required for the Safe Drinking Water State Revolving Fund.
- Proposition 84 allows up to five percent of the funding to be used by CDPH for administration of the funding programs. In addition, 3.5 percent for bond costs must come out of the available funding.

The funding available for grants to projects for each of the programs is as follows:

	Funding Authorized	Bond Costs 3.5%	Administration 5%	Available for Projects
Section 75021	\$10,000,000	\$350,000	\$500,000	\$9,150,000
Section 75022	\$180,000,000	\$6,300,000	\$9,000,000	\$164,700,000
Section 75023	\$50,000,000	\$1,750,000	\$2,500,000	\$45,750,000
Section 75025	\$60,000,000	\$2,100,000	\$3,000,000	\$54,900,000*
TOTAL	\$300,000,000	\$10,500,000	\$15,000,000	\$274,500,000

* \$2 million is allocated, pursuant to SB X2 1, to the State Water Resources Control Board to develop pilot projects in the Tulare Lake Basin and the Salinas Valley that focus on nitrate contamination.

C. CDPH Implementation of Proposition 84

In 2007, CDPH held public workshops and sought public comments on draft criteria for funding under Proposition 84. CDPH developed an expenditure plan for implementation of the programs and began to embark on funding for projects meeting the requirements of Sections 75021 and 75022.

In September 2008, SB X2 1 (Perata) and SB 732 (Steinberg) were signed into law, which modified some of the provisions of Sections 75022 and 75025. In addition, SB X2 1 appropriated \$50 million for Section 75022 and \$50.4 million for Section 75025. These appropriations were only available for encumbrance until June 30, 2010. Subsequently, CDPH developed revised criteria and a revised expenditure plan to meet the requirements of SB X2 1.

However, in December 2008, the Department of Finance (DOF) in Budget Letter 08-33, directed all state entities that have expenditure control and oversight of General Obligation bond programs to cease authorizing any new grants or obligations for bond projects, and to suspend all projects, excluding those for which DOF authorizes an exemption. Accordingly, CDPH suspended authorizing any new grants or obligations for bond projects on Proposition 84 projects.

Thereafter, CDPH was allocated proceeds for Proposition 84 from subsequent bond sales in April 2009, October/November 2009, March/April 2010 and October/November 2010. With these allocations, CDPH has continued with the Proposition 84 program. The impact of the freeze on operations is reflected in this report. CDPH did not meet the encumbrance timeframes specified in SB X2 1, and received authority to reappropriate the SB X2 1 funds through Fiscal Year 2013-14.

II. REPORT TO LEGISLATURE

A. Fiscal Detail of State Operations Support and Local Assistance Costs

Water Code Section 83002.7 requirement: "Fiscal detail of state operations support and local assistance costs."

Fiscal Year	Section	Program Purpose	Encumbrances	Expenditures
PROGRAM SUPPORT (STATE OPERATIONS)				
2008-09 (Actual)	SB X2 1	Salary and Wages	\$ 0	\$9,071
		Operating Expenses & Equipment	\$ 0	\$724
		SUBTOTAL		\$9,795
2009-10 (Actual)	SB X2 1	Salary and Wages	\$ 0	\$312,647
		Operating Expenses & Equipment		\$77,982
		SUBTOTAL		\$390,629
TOTAL				\$400,419

LOCAL ASSISTANCE (GRANTS FOR PROJECTS)				
2008-09 (Actual)	75022 (SB X2 1)	Small Community Infrastructure	\$ 0	\$16,500
	75025 (SB X2 1)	Prevent or Reduce Groundwater Contamination	\$ 0	\$ 0
		SUBTOTAL	\$ 0	\$ 16,500
2009-10 (Actual)	75022 (SB X2 1)	Small Community Infrastructure	\$3,826,101	\$ 457,571
	75025 (SB X2 1)	Prevent or Reduce Groundwater Contamination	\$949,837	\$ 0
		SUBTOTAL	\$4,775,938	\$ 0
TOTAL			\$4,775,938	\$ 474,071

B. General Description of Projects and Project Funding

Water Code Section 83002.7 requirement: "A general description of the project and the project funding made available by an appropriation in the annual Budget Act for the 2008-09 fiscal year or proposed to be made available in the annual Budget Act for the 2009-10 fiscal year."

See attached Table A-1: Proposition 84 Section 75022, Projects Awarded Funding in 2010-11

See attached Table A-2: Proposition 84 Section 75022, Projects Expected to Receive Funding in 2011

See attached Table A-3: Proposition 84 Section 75025, Projects Awarded Funding in 2010-11

See attached Table A-4: Proposition 84 Section 75025, Projects Expected to Receive Funding in 2011

C. Expenditure Plan

Water Code Section 83002.7 requirement: "A description of the manner in which funds have been expended and a plan for the future expenditure of funds."

See attached Table B: Proposition 84 Expenditure Plan.

D. Timeframe for Expenditure

Water Code Section 83002.7 requirement: "An anticipated timeframe for the full expenditure of the appropriation."

Full expenditure of the appropriations pursuant to SB X2 1 is three years from the date of encumbrance. CDPH has requested a reappropriation of the SB X2 1 funds for five years, through fiscal year 2013-14. Complete construction of the projects is expected three years after that, or June 30, 2017. Funding recipients have six months to file a final claim; thus, full expenditure is expected by December 31, 2017.

The appropriation for SB X2 1 for Section 75022 was \$50 million, and the appropriation for Section 75025 was \$50.4 million. However, less than half of these funds have been made available to CDPH through bond sales in 2010. As shown in the Proposition 84 Spending Plan and as noted in Part B of this report, CDPH did not fully encumber the entire appropriation authorized by SB X2 1 by June 30, 2010. Depending upon bond sales, full encumbrance is not expected to occur until fiscal year 2013-14.

E. Anticipated Timeframe for Project(s) Completion

Water Code Section 83002.7 requirement: "An anticipated timeframe for the full completion of the designated project(s)."

All projects must be completed within three years of execution of a funding agreement.

Table A-1 lists the projects covered by Section 75022 that received executed funding agreements in 2010 and 2011 and their anticipated completion dates.

Table A-2 lists the projects covered by Section 75022 that are expected to receive funding in 2011. Projects are expected to be completed within three years of execution of a funding agreement.

Table A-3 lists the projects covered by Section 75025 that received executed funding agreements in 2010 and 2011 and their completion dates.

Table A-4 lists the projects covered by Section 75025 that are expected to receive funding in 2011. The second round of projects for this section has not been selected yet. The remaining SB X2 1 funds for Section 75025 are expected to be encumbered in fiscal year 2011-12.

Table C (Proposition 84 Section 75022, Feasibility Study Projects Expected to Request Construction Funding) lists projects that are conducting feasibility studies that are expected to request construction funding from Section 75022. These feasibility study projects are expected to be complete by with requests for construction funding coming shortly thereafter.

The Prop 84 program invited a third round of applicants for Section 75022 funding in April 2011. The total amount of Section 75022 funding needed to fully fund the invited projects is estimated to be \$65 million.

F. Matching Funds

Water Code Section 83002.7 requirement: "The amount of total matching project funding that is being provided by an entity other than the state."

Section 75022 does not require a match from non-state sources. Section 75025 projects are not required to provide a match, but certain projects are prioritized based on ability to leverage non-state funds. The second round of projects for this section has not yet been selected, so the amount of non-state match is not yet known.

APPENDICES

**Table A-1
Proposition 84 Section 75022
Projects Awarded Funding in 2010-11**

	Project Title	Project Description	Project No.	Funding	Project Completion Date
1	Lewiston Valley Water Company Drinking Water Intake Improvement Project	Feasibility Study to design intake improvements for the Lewiston Valley WC Treatment Plant.	P84C-5301002-001 (FAA)	\$313,500	12/31/2011
2	South Fork Union School District New Well Project	Install new well, storage tank, pumps, and monitoring equipment.	P84C-1502260-001 (FA)	\$45,168	9/16/2012
3	Wilmar Union School District Consolidation Project with the City of Petaluma	Construction Project to install water pipeline to connect Wilmar USD's Wilson School to the City of Petaluma.	P84C-4901136-001 (FA)	\$65,490	8/31/2012
4	Fairways Tract WC Consolidation Project with the City of Porterville	Construction Project to install pipelines to connect Fairways Tract WC to the City of Porterville	P84C-5400663-001 (FA)	\$916,105	1/1/2013
5	Mojave Public Utility District Arsenic Treatment Project	Construction Project to install arsenic treatment system for Mojave Public Utility District.	P84C-1510014-001 (FA)	\$1,424,500	9/30/2013
6	Queen Motel Consolidation Project with California American Water Company	Construction Project to install water pipeline to connect Queen Motel and Lonoak water systems to California Water Service Company.	P84C-2700706-002 (FA)	\$1,033,000	6/30/2013
7	Latrobe School Well and Arsenic Treatment Project	Feasibility Study to drill new well and install an arsenic treatment system.	P84C-0900410-001 (FA)	\$275,470	9/28/2012
8	Lovell School Consolidation Project with Cutler Public Utility District	Construction Project to install water pipeline to connect Lovell School to Cutler PUD.	P84C-5400634-001 (FA)	\$185,380	1/31/2012
9	Edmundson Acres Mutual Water Company Consolidation Project with Arvin CSD	Construction Project to install water pipeline to connect Edmundson Acres Mutual Water Company to Arvin CSD.	P84C-1500190-002 (FA)	\$19,004	9/9/2012
10	Hillview Water Company Arsenic and Uranium Treatment Project	Feasibility Study to design three treatment plants to remove arsenic and uranium.	P84C-2010007-005 (FA)	\$500,000	10/31/2011

**Table A-1
Proposition 84 Section 75022
Projects Awarded Funding in 2010-11**

	Project Title	Project Description	Project No.	Funding	Project Completion Date
11	Sierra Linda Mutual Water Company New Well Project	Feasibility Study to drill a test well and design well improvements	P84C-2000506-001 (FA)	\$495,000	12/1/2011
12	Alpaugh Joint Powers Authority Centralized Arsenic Treatment Project	Feasibility Study to design centralized arsenic treatment plant for Alpaugh JPA.	P84C-5410050-001 (FA)	\$278,962	12/1/2011
13	Tranquility Irrigation District New Well Project	Feasibility Study to drill test wells and design new well for Tranquility ID.	P84C-1010030-002 (FA)	\$497,000	12/1/2011
14	Caruthers CSD Well and Arsenic Treatment Project	Feasibility Study to drill test wells and design new well and arsenic treatment system for Caruthers CSD	P84C-1010039-009 (FA)	\$500,000	11/30/2011
15	Lake Morena Oak Shore Nitrate Treatment and Consolidation Project	Feasibility Study to design nitrate treatment system at Lake Morena Oak Shores MWC and design pipeline to connect the Lake Morena Trailer Resort.	P84C-3700923-001 (FA)	\$128,500	9/4/2012
16	Lindsay Strathmore Irrigation District - El Rancho Water System Interconnection Project with Page Moore Water System	Feasibility Study to design interconnection pipeline to connect Lindsay Strathmore Irrigation District (LSID) - El Rancho water system to LSID Page Moore water system.	P84C-5410052-001 (FA)	\$163,143	12/31/2011
17	Aerial Acres Mutual Water Company Arsenic Treatment Project	Feasibility Study to design arsenic treatment plant and well improvements for Aerial Acres MWC	P84C-1500405-001 (FA)	\$119,974	2/8/2012
18	Arvin Community Services District New Wells and Arsenic Treatment Project	Feasibility Study to design two new wells and five arsenic treatment plants for Arvin CSD	P84C-1510001-001 (FA)	\$499,432	1/31/2012
19	City of McFarland Arsenic Treatment Project	Feasibility Study for arsenic pilot plant study and design arsenic treatment system for the City of McFarland.	P84C-1510013-002 (FA)	\$173,500	9/1/2011
20	Riverdale Public Utilities District Centralized Arsenic Treatment Project	Feasibility Study to design centralized arsenic treatment system, storage tank, and blending pipelines at Riverdale Public Utilities District.	P84C-1010028-002 (FA)	\$499,800	9/9/2011

Table A-1
Proposition 84 Section 75022
Projects Awarded Funding in 2010-11

	Project Title	Project Description	Project No.	Funding	Project Completion Date
21	North Edwards Water District Arsenic Treatment and Consolidation Project	Feasibility Study to design arsenic treatment system and design water pipeline to connect Fountain Trailer Park and Dunes Apartments to North Edwards Water District.	P84C-1510052-003 (FA)	\$416,000	12/31/2011
22	Lakeside School Consolidation Project with the City of Bakersfield	Feasibility Study to design water pipeline to connect Lakeside School to the City of Bakersfield.	P84C-1502154-001 (FA)	\$39,200	2/28/2012
23	Sunbird Mobile Home Park Consolidation Project with Coachella Valley Water District	Feasibility Study to design water pipeline to connect Sunbird Mobile Home Park to Coachella Valley Water District.	P84C-3301755-001 (FA)	\$13,340	1/31/2012
24	North Fork Union School New Well Project	Feasibility Study to design new well for North Fork Union School.	P84C-2000612-001 (FA)	\$38,600	4/30/2012
25	Semi Tropic School Consolidation Project with Lost Hills Utility District	Feasibility Study to design water pipeline to connect Semi Tropic School to Lost Hills Utility District.	P84C-1502244-002 (FA)	\$17,700	3/31/2012
26	Richgrove Community Services District Consolidation Project with Rodriguez Labor Camp Water System	Feasibility Study to design new well, storage tank, and water pipeline to connect Rodriguez Labor Camp Water System to Richgrove Community Services District.	P84C-5410024-002 (FA)	\$100,000	9/24/2012
27	Fairmont School New Well Project	Feasibility Study to design new production well for Fairmont School	P84C-1000112-001 (FA)	\$323,117	9/22/2012
28	Kit Carson Elementary School Consolidation project with City of Hanford	Feasibility Study to design water pipeline to connect Kit Carson School to the City of Hanford.	P84C-1600014-001 (FA)	\$146,668	4/25/2012
29	Pratt MWC Consolidation Project with the City of Tulare	Feasibility Study to design distribution and water pipelines to connect Pratt MWC to the City of Tulare.	P84C-5410033-003 (FA)	\$97,300	2/28/2012
			TOTAL	\$9,324,853	

Table A-2
Proposition 84 Section 75022
Projects Expected to Receive Funding in 2011

	Project Title	Project Description	Project No.	Funding	Project Completion Date
1	Pauma Valley Mutual Water Company Consolidation Project with Yuima MWD	Feasibility Study to design storage tanks and design water pipeline to connect to Yuima MWD	P84C-3700934-001 (TR)	\$282,000	To be determined
2	Apple Ave Water System #3 Consolidation Project with the City of Greenfield	Feasibility Study to design the water pipeline to connect the Apple Avenue Water System to the City of Greenfield.	P84C-2701036-001 (TR)	\$64,896	To be determined
3	Tooleville MWC Consolidation Project with the City of Exeter	Feasibility Study to design a storage tank and water pipeline to connect to the City of Exeter.	P84C-5400567-001 (TR)	\$81,600	To be determined
4	Cutler Public Utility District New Well and Nitrate Blending Project	Construction Project to install new well, storage tank, and pump station for Cutler Public Utility District.	P84C-5410001-001 (TR)	\$2,431,300	To be determined
5	Keeler Community Service District Arsenic Treatment Project	Feasibility Study to design arsenic treatment system.	P84C-1400036-006 (TR)	\$50,000	To be determined
6	Pinon Pines Mutual Water Company Fluoride Removal Treatment Project	Feasibility Study to design a fluoride removal treatment system and blending tank.	P84C-1510054-001 (TR)	\$447,500	To be determined
7	Long Canyon Water Company Regional Consolidation Project	Feasibility Study to drill test well and design new well, storage tank, and water pipelines to connect 12 water systems.	P84C-1500578-002 (TR)	\$499,748	To be determined
8	Rosamond Community Services District Regional Consolidation Project	Feasibility Study to design water pipelines to connect nine small community water systems to Rosamond Community Services District.	P84C-1510018-801 (TR)	\$1,440,215	To be determined
9	Kernvale Mutual Water Company Consolidation Project with Erskine Creek Water Company	Feasibility Study to design storage tanks, distribution pipelines, and interconnection pipeline to connect to Erskine Creek Water Company.	P84C-1500364-001 (TR)	\$67,000	To be determined
10	Arnold Park (O'Bannon MHP) Consolidation Project with the City of Hollister	Feasibility Study to design water pipeline to connect Arnold Park (O'Bannon MHP) to the City of Hollister.	P84C-3500526-001 (TR)	\$45,000	To be determined
11	East Niles Community Services District Regional Consolidation Project	Feasibility Study to design a new well, pump station, pipelines to connect three small water systems to East Niles CSD.	P84C-1510006-801 (TR)	\$465,213	To be determined

Table A-2
Proposition 84 Section 75022
Projects Expected to Receive Funding in 2011

	Project Title	Project Description	Project No.	Funding	Project Completion Date
12	City of Hanford Regional Consolidation Project	Feasibility Study to design new well and water pipelines to connect three small community water systems to the City of Hanford.	P84C-1610003-004 (TR)	\$500,000	To be determined
13	Hungry Gulch Water System Consolidation Project with Boulder Canyon Water Association Water System	Feasibility Study to design new well and arsenic treatment system, and design water pipeline to connect the Hungry Gulch Water System to the Boulder Canyon Water Association Water System.	P84C-1500436-001 (FA)	\$175,000	To be determined
14	Akin Water Company Consolidation Project with the City of Porterville	Feasibility Study to design water pipeline to connect Akin Water Company to the City of Porterville.	P84C-5401038-001 (TR)	\$82,000	To be determined
15	R.S. Mutual Water Company Consolidation Project with California Water Service Company	Feasibility Study to design water pipeline to connect R.S. Mutual Water Company to California Water Service Company.	P84C-1500458-001 (TR)	\$82,000	To be determined
16	El Adobe POA Water System Consolidation Project with Lamont Public Utility District	Feasibility Study to design storage tank and water pipeline to connect El Adobe POA Water System to Lamont PUD.	P84C-1500493-001 (APP)	\$196,720	To be determined
17	City of Santa Rosa Regional Consolidation Project	Feasibility Study to design water pipelines to connect four small community water systems to the City of Santa Rosa.	P84C-4910009-801 (FA)	\$467,000	To be determined
18	Washington School Consolidation Project with California American WC	Feasibility Study to a storage tank and water pipeline to connect to California American WC.	P84C-2701221-002 (TR)	\$269,600	To be determined
19	Buena Vista School Nitrate Treatment Project	Feasibility Study to design a new well and install nitrate treatment system for Buena Vista School.	P84C-5400919-001 (TR)	\$219,000	To be determined
20	CSA 70 W-4 Water System Interconnection Project with High Desert WC	Feasibility Study to design the water pipeline to connect CSA 70 W-4 Water System to High Desert WC.	P84C-3600196-501 (TR)	\$260,000	To be determined
21	MCHA Los Banos Center Water System Consolidation Project with the City of Los Banos	Construction Project to install a pipeline to connect MCHA Los Banos Center Water System to the City of Los Banos.	P84C-2400108-001 (TR)	\$1,200,000	To be determined

Table A-2
Proposition 84 Section 75022
Projects Expected to Receive Funding in 2011

	Project Title	Project Description	Project No.	Funding	Project Completion Date
22	MD#43 Miami Creek Knolls Water System New Well Project	Feasibility Study to design new well and storage tank for MD#43 Miami Creek Knolls Water System.	P84C-2000557-003 (TR)	\$500,000	To be determined
23	Seventh Standard Mutual Water Company Consolidation Project with Oildale Mutual Water Company	Feasibility Study to design the water pipeline to connect Seventh Standard Mutual Water Company Consolidation Project to Oildale MWC	P84C-1500373-001 (FA)	\$112,160	To be determined
24	Son Shine Water System Consolidation Project with Arvin CSD	Feasibility Study to design pump station, storage tank, and water pipeline to connect Son Shine Water System to Arvin CSD.	P84C-1500588-001 (TR)	\$397,350	To be determined
25	Island Union School Arsenic Treatment Project	Feasibility Study to design arsenic treatment system for Island Union School.	P84C-1600017-002 (FA)	\$500,000	To be determined
26	Oak Valley School New Well Project	Feasibility Study to design well and storage tank.	P84C-5400713-001 (TR)	\$230,000	To be determined
27	San Benancio School Consolidation Project with California American Water Company	Construction Project to install water pipeline to connect San Benancio School to California American Water Company.	P84C-2701227-003 (TR)	\$282,450	To be determined
28	County Water Company Consolidation Project with Elsinore Valley Water District	Feasibility Study to design water pipeline to connect County Water Company to Elsinore Valley Water District	P84C-3302093-501 (TR)	\$290,000	To be determined
29	LSID - Tonyville Interconnection with the City of Lindsay	Feasibility Study to design an interconnection with the City of Lindsay.	P84C-5410007-003P (TR)	\$262,500	To be determined
30	Beverly-Grand MWC Consolidation with City of Porterville	Feasibility Study to design water pipeline to connect Beverly-Grand MWC to the City of Porterville.	P84C-5400651-001 (TR)	\$142,600	To be determined
			TOTAL:	\$12,042,852	

Table A-3
Proposition 84 Section 75025
Projects Awarded Funding in 2010-11

	Project Title	Project Description	Project No.	Funding	Project Completion Date
1	California State Polytechnic University – Pomona Groundwater Treatment Plant Project	Construction project to install a Reverse Osmosis Treatment facility to reduce contamination at Well #1.	P84G-1910022-801 (FA)	\$2,472,300	12/8/2013
2	City of Anaheim Abandoned Well Destruction Project	Construction project to destroy eight abandoned wells near and within the boundaries of a known contaminated plume.	P84G-3010001-801 (FA)	\$375,000	7/31/2013
3	City of El Monte Well No. 3 Treatment and Blending Project	Construction project to install Granular Activated Carbon (GAC) treatment system.	P84G-1910038-802 (FA)	\$990,413	7/1/2013
4	Department of Toxic Substances Control Hard Chrome/South Central Los Angeles Project	Construction project to install treatment facilities for remediation of hexavalent chromium contamination.	P84G-8400006-801 (FA)	\$5,161,805	3/8/2014
5	Eastern Municipal Water District Perris Desalter Project	Construction project to install an iron and manganese removal facility.	P84G-3310009-803 (FA)	\$10,000,000	8/31/2011
6	Morro Bay Water Department Desalting Plant Project	Construction project to install a Brackish Water Reverse Osmosis treatment system.	P84G-4010011-801 (FA)	\$600,000	7/1/2013
7	West Valley Water District/City of Rialto Wellhead Treatment System Project	Construction project to install Fluidized Bed Bioreactor and Blending treatment at Wells 11 and 6.	P84G-3610004-801 (FA)	\$10,000,000	7/1/2013
			TOTAL	\$ 29,599,518	

Table A-4
Proposition 84 Section 75025
Projects Expected to Receive Funding in 2011

	Project Title	Project Description	Project No.	Funding	Project Completion Date
1	City of Perris Eastern Municipal Water District Enchanted Heights Sewer Project	Proposed construction project to extend the EMWD sewer transmission main to the Enchanted Heights Community and abandoning the existing septic system.	P84G-3310009-801 (TR)	\$9,744,830	To be determined
			TOTAL	\$9,744,830	

CDPH PROPOSITION 84 EXPENDITURE PLAN

Table B

Proposition 84 Expenditure Plan Chapter 2 – Safe Drinking Water & Water Quality Projects (\$300 Million)

Description	2007-08 (Actual)	2008-09 (Actual)	Prior Years 2007/08 - 2008/09 (Actual)	Current 2009-10 (Estimated)	Year 1 2010-11 (Projected)	Year 2 2011-12 (Projected)	Year 3 2012-13 (Projected)	Year 4 2013-14 (Projected)	Year 5 2014-15 (Projected)	Total	SBX2 1 Total
Beginning Balance			300,000,000	286,209,201	259,703,445	205,183,823	136,999,826	72,865,829	31,505,750		
Bond Costs											
Bond Costs subtotal @ 3 1/2%			10,500,000	0	0	0	0	0	0	10,500,000	
Adjusted Beginning Balance (A)			289,500,000							10,500,000	
SUPPORT BUDGET											
Baseline Support of 16.5 PYs	414,000	1,467,421	1,881,421	2,007,969	2,154,000	2,154,000	2,154,000	1,638,616	1,500,000		
SBX 2 1		9,994	9,994	1,500,000							1,509,994
Total Support (B)	414,000	1,477,415	1,891,415	3,507,969	2,154,000	2,154,000	2,154,000	1,638,616	1,500,000	15,000,000	
LOCAL ASSISTANCE BUDGET											
Section 75021(a) Emergency Grants	889,000	396,884	1,285,884	4,099,000	2,052,616	1,000,000	250,000	250,000	212,500	9,150,000	
75022- SBX2 1				6,898,787	11,913,006	10,000,000	10,000,000	9,678,213		48,490,006	48,490,006
75025 - SBX2 1				10,000,000	38,400,000	0				48,400,000	
75025 - SBX2 1 - SWRCB Contract				2,000,000						2,000,000	50,400,000
Section 75022 - Infrastructure Improvements		113,500	113,500			28,254,997	28,254,997	29,793,250	29,793,250	116,209,994	
Section 75023 - State Match for SRF Capitalization Grant	0	0	0		0	22,875,000	22,875,000	0	0	45,750,000	
Section 75025 - Prevention of Groundwater Contamination			0	0	0	3,900,000	600,000			4,500,000	
Total Local Assistance (C)	889,000	510,384	1,399,384	22,997,757	52,355,622	55,029,997	61,979,997	39,721,463	30,005,750	274,500,000	
Subtotal (B+C)			3,290,799	26,505,756	54,519,622	68,183,997	94,133,997	41,360,079	31,505,750	300,000,000	100,400,000
End of Year Balance (A-(B+C))	1,303,000	1,987,799	286,209,201	259,703,445	205,183,823	136,999,826	72,865,829	31,505,750	0		

Table C
Proposition 84 Section 75022
Feasibility Study Projects Expected to Request Construction Funding

	Project Title	Project Description	Project No.	Estimated Total Project Cost	Completion Date
1	Hillview Water Company Arsenic and Uranium Treatment Project	Construction Project to install three treatment plants to remove arsenic and uranium.	P84C-2010007-005C	\$4,462,300	To be determined
2	City of McFarland Arsenic Treatment Project	Construction Project to install arsenic treatment system for the City of McFarland.	P84C-1510013-002C	\$2,400,000	To be determined
3	Tranquility Irrigation District New Well Project	Construction Project to install new well for Tranquility Irrigation District.	P84C-1010030-002C	\$1,690,000	To be determined
4	Alpaugh Joint Powers Authority Centralized Arsenic Treatment Project	Construction Project to install centralized arsenic treatment plant for Alpaugh Joint Powers Authority.	P84C-5410050-001C	\$750,000	To be determined
5	Caruthers Community Services District Well and Arsenic Treatment Project	Construction Project to install new well and arsenic treatment system for Caruthers CSD	P84C-1010039-009C	\$6,400,000	To be determined
6	Sierra Linda Mutual Water Company New Well Project	Construction Project to install new well for Sierra Linda Mutual Water Company.	P84C-2000506-001C	\$2,250,000	To be determined
7	Lindsay Strathmore Irrigation District - El Rancho Water System Interconnection Project with Page Moore Water System	Construction Project to install interconnection pipeline to connect Lindsay Strathmore Irrigation District (LSID) - El Rancho water system to LSID Page Moore water system.	P84C-5410052-001C	\$773,000	To be determined
8	North Edwards Water District Arsenic Treatment and Consolidation Project	Construction Project to install arsenic treatment system and install water pipeline to connect Fountain Trailer Park and Dunes Apartment water systems to North Edwards WD	P84C-1510052-003C	\$1,070,000	To be determined
9	Lewiston Valley Water Company Drinking Water Intake Improvement Project	Construction Project to install intake improvements for Lewiston Valley Water Company's Surface WTP	P84C-5301002-001C	\$1,174,000	To be determined
10	Pratt Mutual Water Company Consolidation Project with the City of Tulare	Construction Project to install distribution pipelines and water pipeline to connect Pratt MWC to the City of Tulare.	P84C-5410033-003C	\$3,650,000	To be determined
11	Lakeside School Consolidation Project with the City of Bakersfield	Construction Project to install water pipeline to connect Lakeside School to the City of Bakersfield.	P84C-1502154-001C	\$4,850,000	To be determined

Table C
Proposition 84 Section 75022
Feasibility Study Projects Expected to Request Construction Funding

	Project Title	Project Description	Project No.	Estimated Total Project Cost	Completion Date
12	Arvin Community Services District New Wells and Arsenic Treatment Project	Construction Project to install two new wells and five arsenic treatment plants for Arvin Community Services District.	P84C-1510001-001C	\$4,084,484	To be determined
13	Sunbird Mobile Home Park Consolidation Project with Coachella Valley Water District	Construction Project to install water pipeline to connect Sunbird Mobile Home Park to Coachella Valley WD	P84C-3301755-001C	\$527,421	To be determined
14	Kit Carson Elementary School Consolidation project with City of Hanford	Construction Project to install a water pipeline to connect Kit Carson School to the City of Hanford.	P84C-1600014-001C	\$2,106,000	To be determined
15	Semi Tropic School Consolidation Project with Lost Hills Utility District	Construction Project to install water pipeline to connect Semi Tropic School to Lost Hills Utility District.	P84C-1502244-002C	\$682,000	To be determined
16	North Fork Union School New Well Project	Construction Project to drill new well for North Fork Union School.	P84C-2000612-001C	\$1,025,000	To be determined
17	Aerial Acres Mutual Water Company Arsenic Treatment Project	Construction Project to install arsenic treatment plant and well improvements for Aerial Acres Mutual Water Company.	P84C-1500405-001C	\$665,446	To be determined
18	Latrobe School Well and Arsenic Treatment Project	Construction Project to drill new well and install an arsenic treatment system.	P84C-0900410-001C	\$172,533	To be determined
19	Apple Ave Water System #3 Consolidation Project with the City of Greenfield	Construction Project to install water pipeline to connect the Apple Avenue Water System to the City of Greenfield.	P84C-2701036-001C	\$148,056	To be determined
20	Washington School Consolidation Project with California American WC	Construction Project to install a storage tank and water pipeline to connect to California American WC.	P84C-2701221-002C	\$1,628,800	To be determined
21	Arnold Park (O'Bannon Mobile Home Park) Consolidation Project with the City of Hollister	Construction Project to install water pipeline to connect Arnold Park (O'Bannon MHP) to the City of Hollister.	P84C-3500526-001C	\$446,000	To be determined
22	MD#43 Miami Creek Knolls Water System New Well Project	Construction Project to install new well and storage tank for MD#43 Miami Creek Knolls Water System.	P84C-2000557-003C	\$1,890,350	To be determined
23	Son Shine Water System Consolidation Project with Arvin Community Services District	Construction Project to install pump station, storage tank, and water pipeline to connect Son Shine WS to Arvin CSD	P84C-1500588-001C	\$2,600,000	To be determined

Table C
Proposition 84 Section 75022
Feasibility Study Projects Expected to Request Construction Funding

	Project Title	Project Description	Project No.	Estimated Total Project Cost	Completion Date
24	East Niles Community Services District Regional Consolidation Project	Construction Project to install a new well, pump station, pipelines to connect three small water systems to East Niles CSD.	P84C-1510006-801C	\$12,204,450	To be determined
25	Island Union School Arsenic Treatment Project	Construction Project to install arsenic treatment system for Island Union School.	P84C-1600017-002C	\$1,430,000	To be determined
26	City of Hanford Regional Consolidation Project	Construction Project to install new well and water pipelines to connect three small community water systems to the City of Hanford.	P84C-1610003-004C	\$2,925,882	To be determined
27	Tooleville Mutual Water Company Consolidation Project with the City of Exeter	Construction Project to install a storage tank, water pipeline to connect the Tooleville MWC to the City of Exeter.	P84C-5400567-001C	\$3,021,535	To be determined
28	Beverly-Grand MWC Consolidation with City of Porterville	Construction Project to install a water pipeline to connect Beverly-Grand MWC to the City of Porterville.	P84C-5400651-001C	\$801,000	To be determined
29	Oak Valley School New Well Project	Construction Project to drill new well and install a storage tank for Oak Valley School.	P84C-5400713-001C	\$523,000	To be determined
30	Buena Vista School Nitrate Treatment Project	Construction Project to install a new well and install nitrate treatment system for Buena Vista School.	P84C-5400919-001C	\$500,000	To be determined
31	Akin Water Company Consolidation Project with the City of Porterville	Construction Project to install water pipeline to connect Akin WC to the City of Porterville.	P84C-5401038-001C	\$315,500	To be determined
32	Richgrove Community Services District Consolidation Project with Rodriguez Labor Camp Water System	Construction Project to install new well, storage tank and water pipeline to connect Rodriguez Labor Camp Water System to Richgrove CSD	P84C-5410024-002C	\$4,500,000	To be determined
33	Keeler Community Service District Arsenic Treatment Project	Construction Project to install arsenic treatment system for Keeler CSD	P84C-1400036-006C	\$172,533	To be determined
34	CSA 70 W-4 Water System Interconnection Project with High Desert Water Company	Construction Project to install water pipeline to connect CSA 70 W-4 Water System to High Desert Water Company.	P84C-3600196-501C	\$2,250,000	To be determined

Table C
Proposition 84 Section 75022
Feasibility Study Projects Expected to Request Construction Funding

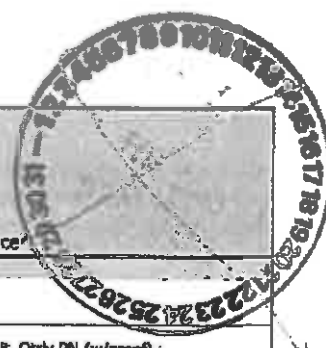
	Project Title	Project Description	Project No.	Estimated Total Project Cost	Completion Date
35	Lake Morena Oak Shore Nitrate Treatment and Consolidation Project	Construction Project to install a nitrate treatment system at Lake Morena Oak Shores Mutual Water Company (MWC) and install water pipeline to connect the Lake Morena Trailer Resort to Lake Morena Oak Shores MWC.	P84C-3700923-001C	\$1,890,350	To be determined
36	Pauma Valley Mutual Water Company Consolidation Project with Yuima Municipal Water District	Construction Project to install storage tanks and water pipeline to connect Pauma Valley Mutual Water Company to Yuima MWD	P84C-3700934-001C	\$3,700,000	To be determined
37	City of Santa Rosa Regional Consolidation Project	Construction Project to install water pipelines to connect four small community water systems to the City of Santa Rosa.	P84C-4910009-801C	\$2,646,858	To be determined
38	Kernvale Mutual Water Company Consolidation Project with Erskine Creek Water Company	Construction Project to install storage tanks, distribution pipelines and interconnection pipeline to connect Kernvale MWC to Erskine Creek WC	P84C-1500364-001C	\$440,000	To be determined
39	Seventh Standard Mutual Water Company Consolidation Project with Oildale Mutual Water Company	Construction Project to install water pipeline to connect Seventh Standard Mutual Water Company Consolidation Project to Oildale MWC	P84C-1500373-001C	\$1,890,350	To be determined
40	Hungry Gulch Water System Consolidation Project with Boulder Canyon Water Association Water System	Construction project to drill new well, install arsenic treatment system and install water pipeline to connect the Hungry Gulch Water System to the Boulder Canyon WA	P84C-1500436-001C	\$925,000	To be determined
41	R.S. Mutual Water Company Consolidation Project with California Water Service Company	Construction Project to install water pipeline to connect R.S. MWC to California Water Service Company.	P84C-1500458-001C	\$115,000	To be determined
42	El Adobe POA Water System Consolidation Project with Eco Resources-Lamont Public Utility District	Construction Project to install storage tank and water pipeline to connect El Adobe POA Water System to Eco Resources-Lamont PUD	P84C-1500493-001C	\$1,918,850	To be determined
43	Long Canyon Water Company Regional Consolidation Project	Construction Project to install new well, storage tank, water pipelines to connect 12 water systems to Long Canyon WC	P84C-1500578-002C	\$11,970,700	To be determined

Table C
Proposition 84 Section 75022
Feasibility Study Projects Expected to Request Construction Funding

	Project Title	Project Description	Project No.	Estimated Total Project Cost	Completion Date
44	Rosamond Community Services District Regional Consolidation Project	Construction Project to install water pipelines to connect ten small community water systems to Rosamond CSD	P84C-1510018-801C	\$16,650,000	To be determined
45	Pinon Pines Mutual Water Company Fluoride Removal Treatment Project	Construction Project to install a fluoride removal treatment system and blending tank at Pinon Pines MWC	P84C-1510054-001C	\$1,590,000	To be determined
46	County Water Company Consolidation Project with Elsinore Valley Water District	Construction Project to install water pipeline to connect County Water Company to Elsinore Valley Water District	P84C-3302093-501C	\$2,000,000	To be determined
47	Riverdale Public Utilities District Centralized Arsenic Treatment Project	Construction Project to install centralized arsenic treatment system, storage tank, and blending pipelines at Riverdale PUD	P84C-1010028-002C	\$5,900,000	To be determined
48	Fairmont School New Well Project	Construction Project to install a new production well for Fairmont School	P84C-1000112-001C	\$1,500,000	To be determined
			TOTAL	\$127,226,398	

Appendix D
Compliance Orders (Fresno, Visalia, and Tehachapi Districts)

Compliance Orders DEADLINE TRACKING- VISALIA DISTRICT



STAFF	System #	System Name	Compliance Order #	CO Issue Date	Violation Type	Source
EPA Administrative ORDERS						
CJF	1610001	Armona CSD	EPA Adm.		Arsenic MCL Exc	
CJF	1510001	Arvin CSD	EPA Adm.		Arsenic MCL Exc	Submit plan, Qtrly prog repts, Qtrly monit, Qtrly PN (w/proof)
ATF	1610002	Avenal, City of	EPA Adm. 2011-6000 & Adm Ord 2001-6000	3/25/2011	DBP (TTHMs/HAA5)	Compliance due by 6/30/13, Qtrly prog repts, Qtrly monit, Qtrly PN w/proof?.
ATF	1610002	Avenal, City of	EPA Adm. 2004-6023	3/25/2004	DBP (TOC)	
CJF	1510005	Delano, City of	EPA Adm. 2008-6020	9/25/08	Arsenic MCL Exc	Wells 4,12,19,20,21,22,23,24 & 26. Submit plan, RAA must meet MCL by 6/30/10, Qtrly Arsenic monit, Qtrly prog repts.
Compliance Orders Issued						
BP	5410050	Alpaugh Joint Powers	03-12-080-040	12/18/08	Arsenic MCL Exc	For Wells 1 & 10. Submit plan, Qtrly prog repts, Qtrly PN (w/proof), Qtrly monitoring.
CJF	1510001	Arvin CSD	03-12-040-002	6/15/04	Nitrate	Well 9: Submit plan, Qtrly PN (w/proof), Qtrly NO3 monitoring.
	1500409	Brock MWC	03-19-080-006	9/22/2008	Nitrate	DO THEY NEED TO BE SOX'D?
ATF	5410001	Cutler PUD	03-12-060-002	10/13/05	DBCP MCL Exc	For Well 6: Submit Qtrly prog repts, monthly prod rept, Qtrly PN (w/proof), Min use of W6, continue SRF project.
ATF	5410001	Cutler PUD (starts 4Q-12)	03-12-120-006	9/25/12	Nitrate	For Well 6. Submit plan (due , Qtrly prog rept, Qtrly monit NO3 & coliform to waste, Qtrly PN (w/proof) if used, monthly prod repts. Minimize use of W6. Notify Dept of planned use. Notify Dept w/in 24 hrs of emerg use & T1 PN immediate.
BP	5400665	Del Oro - River Island No. 1	03-12-110-003	11/18/11	Nitrate	For Well 2 - Qtrly/monthly sampling, sample to waste if not delivering to system, immediate PN w/proof if used & exc'ds, monthly prod repts, min use.
BP	5400665	Del Oro - River Island No. 1	03-12-110-003	11/18/11	Uranium MCL Exc	Uranium: Wells 2, 5, 14 & 34. Qtrly monit, sample to waste if not being used in system, Qtrly PN w/proof req'd when exc'd & used in system, monthly prod rept, min use.
BP	5402048	Del Oro - River Island No. 2	03-12-080-031	10/16/08	Nitrate	Well 2, sometimes Well 1
LR	5410034	Del Oro Pine Flat	03-12-090-007	9/16/09	Uranium	Barn & Meadow Wells: Submit plan, Qtrly prog repts, Qtrly PN w/proof, Qtrly monitor for GA & UR.
	1502699	East Wilson Road WC	03-19-010-004	10/4/01	Nitrate	
	1500493	El Adobe POA	03-19-0100-002	9/27/2010	Arsenic	Wells 1 & 2: Submit plan, Qtrly prog reports, Qtrly PN (w/proof), continue Qtrly monitoring
	1500544	Enos Lane PUD	03-19-120-005	7/6/2012	Arsenic	Wells 1 & 2: Submit plan, Qtrly prog reports, Qtrly PN (w/proof), continue Qtrly monitoring
LR	5410003	Exeter, City of	03-12-040-001	4/16/04	DBCP MCL Exc	Well 6: Submit plan, monthly prod repts, Qtrly DBCP monit, PN w/proof when used.
	1500584	Gooselake WC	03-19-090-040	2/9/2009	Nitrate	
ATF	1510024	Greenfield CWD	03-12-100-001	3/4/10	Arsenic MCL Exc	For Berkshire & Taft wells only. Submit Qtrly prog repts, Qtrly PN (w/proof), continue Qtrly monit.
BP	5400968	Improvement Dist. #3	None on File		SWTR TT (Inadequate treatment)	
ATF	5410019	Ivanhoe PUD (starts 3Q-12)	03-12-120-005	9/20/12	Nitrate	For Well 7. Submit plan, Qtrly prog rept, Qtrly monit NO3 & coliform to waste, Qtrly PN (w/proof) if used, monthly prod repts. Minimize use of W7. Notify Dept of planned use. Notify Dept w/in 24 hrs of emerg use & T1 PN immediate.
SS	1510802	Kern Valley State Prison	03-12-080-037	12/12/08	Arsenic MCL Exc	Submit project plan, Qtrly prog repts, Qtrly PN (w/proof) if source is used, Qtrly monit.
CJF	1610009	Kettleman City CSD	03-12-090-003	1/23/09	Arsenic MCL Exc	Submit Qtrly prog repts, Qtrly PN (w/proof), continue Qtrly monit.
SS	1510012	Lamont PUD	03-12-080-039	12/18/08	Arsenic MCL Exc	For Wells 12 & 16. Submit plan, Qtrly prog rept, Qtrly PN (w/proof).
SS	1610005	Lemoore, City of	03-12-110-002	5/23/11	TTHM MCL	Submit quarterly PN (w/proof), quarterly monitoring, written response to directives.
SS	5410006	Lindsay, City of	03-12-120-003	3/16/12	DBCP MCL Exc	Well 14: Improv plan, Submit Qtrly Prog Repts, Qtrly PN w/proof, Qtrly monit, Qtrly prod repts.

Compliance Orders DEADLINE TRACKING- VISALIA DISTRICT

STAFF	System #	System Name	Compliance Order #	CO Issue Date	Violation Type	Source
BP	1610700	LNAS	03-12-080-006	4/16/08	TTHM MCL	Submit plan, Qtrly prog rept, Qtrly PN (w/proof).
ATF	5410052	LSID - El Rancho	03-12-050-005	9/29/05	SWTR-No Filtration	Submit plan, Qtrly PN (w/proof).
ATF	5410037	LSID Page Moore	03-12-090-008	11/23/09	TTHM & HAA5	Submit Qtrly PN with proof.
ATF	5410007	LSID - Tonyville	03-12-050-004	9/29/05	Nitrate	Submit plan, Qtrly PN (w/proof), collect NO3 and coliform data when high nitrate well is used.
ATF	5410007	LSID Tonyville	03-12-070-003	3/23/07	TTHM/HAA5 MCL Exc	Submit Monitoring plan, Qtrly prog rept, Qtrly PN (w/proof).
ATF	5410007	LSID-Tonyville	03-12-080-002	2/5/08	Perchlorate MCL	For S.Lindsay Hts, S.Sect 8 & Stark Sect 8 wells: Submit Qtrly PN (w/proof), Qtrly monit.
	1500378	Maier MWC	03-19-090-003	1/23/2009	Arsenic	Well 01: Submit plan, Qtrly PN (w/proof), Qtrly monitoring, Qtrly prog rept
CJF	1510013	McFarland, City of	03-12-120-004	5/8/12	Arsenic MCL Exc	Garzoli well: Improv plan, Submit Qtrly Prog Repts, Qtrly monit, Qtrly PN w/proof
	1502383	Nord Rd WA	03-19-090-024	1/23/2009	Arsenic	Well 01: Submit plan, Qtrly PN (w/proof), Qtrly monitoring, Qtrly prog rept
BP	5400506	North Kaweah MWC	2011-1b (Issued by County)	9/14/11	Waterworks Standard Non-Compliance	
BP	5400506	North Kaweah MWC	None on File		SWTR TT (Inadequate treatment)	
	1500585	Oasis POA	01-19-090-018	1/23/2009	Arsenic	Well 03: Submit plan, Qtrly PN (w/proof), Qtrly monit, Qtrly prog rept
	1500096	Old River MWC	03-19-090-045	4/3/2009	Uranium	
SS	5410009	Pdley PUD	03-12-090-001	1/21/09	Arsenic	Wells 1, 2A & 3: Submit plan, Qtrly prog rept, Qtrly PN (w/proof), continue Qtrly monit.
ATF	5400582	Plainview MWC - Cent	CO 2011-10	5/24/11 by Tulare Co.	Nitrate	Well 01 2012 Permit: Qtrly PN & proof, Qtrly monit for NO3.
CJF	5410033	Pratt PUD	03-12-0100-002	2/1/10	Arsenic	For Well 3 only - Submit Qtrly prog rept, Qtrly PN (w/proof), Qtrly monit.
ATF	5410024	Richgrove CSD	03-12-090-005	5/1/09	Arsenic	For Well 4. Submit Qtrly prog rept, Qtrly PN (w/proof), Qtrly monit.
	1500561	Round Mtn WC	03-19-060-001	3/9/2006	Uranium	
	1500575	San Joaquin Estates MWC	03-19-000-003	12/1/2000	Nitrate	
	1500373	Seventh Standard MW	03-19-070-006	8/13/07	Nitrate	
SS	1510019	Shafter, City of	03-12-110-001	2/10/11	Arsenic	For Well 17 only - Submit Qtrly prog repts (1st report due 4/11/11), Qtrly PN (w/proof), Qtrly monit.
BP	5400747	Sierra Lodge	03-12-120-001	1/18/12	SWTR	Req'd to meet 0.1 NTU in 95%. Notify w/in 24 hrs >0.5 NTU, monthly PN if SWTR req'ts exceeded, submit PN proof, submit Qtrly prog repts starting 4/10/12. Plan & timeline due by 2/17/12.
	1500588	Son Shine Properties	03-19-010-002	8/3/2001	Nitrate & DBCP	For Well 1 (standby). Submit Qtrly PN (w/proof), Qtrly monit.
	1500588	Son Shine Properties	03-19-080-007	10/10/2008	DBCP	For Well 2. Submit Qtrly PN (w/proof), Qtrly monit.
	1500588	Son Shine Properties	03-19-120-007	7/3/2012	Nitrate	For Well 2. Submit Qtrly prog repts, Qtrly PN (w/proof), Qtrly monit.
BP	5410503	NPS-Wolverton	03-12-070-001	1/24/07	TTHM/HAA5 MCL Exc	Submit Improvement plans, Qtrly prog repts, Qtrly PN (w/proof).
BP	5401006	UC Davis School of Ve	03-12-090-004	4/17/09	Nitrate	For Well 2. Submit Qtrly prog repts (1st report due 6/1/09), Qtrly PN (w/proof), Qtrly monit.
	1502017	Wheeler Farms	03-12-950-004 Amended	1/12/1995	Nitrate	For Well 1. Submit Qtrly PN (w/proof), Qtrly monit, Ok to provide bottled water, moratorium on add'l hses & facilities.
	1500494	Wilson Road Water Community	03-19-090-042	2/24/2009	Nitrate	
	5405108	Furnett Road Water S	03-12-050-009	10/17/05	No water for 2 wk 7/01	*No data in the Tip Log file for this system
INACTIVE SOURCES						
SS	5410006	Lindsay, City of	03-12-080-001	1/24/08	Perchlorate MCL	For Well 11-INACTIVE No Power supplied: Submit plan, Qtrly PN (w/proof), min use.
SS	5410026	Poplar CSD	03-12-0100-003	7/23/10	Nitrate	For Well 1 (South) - Made Inactive, submit prod repts monthly, conduct Qtrly NO3 & coliform monit (flush to waste), submit Qtrly prog repts, notify Dept & public of planned use.

**Tehachapi District
Water Systems with
Chemical MCL Violations and Enf. Actions
March 1, 2013**

SYSTEM #	SYSTEM NAME	SYSTEM TYPE	CONTAMINANT	Compliance Order #	Date Issued	STATUS	Jurisdiction	On Valley Floor? (Yes/No)
1500086	Old River Road MWC	C	Uranium	03-19-080-045	5/13/2009	Applied for SRF planning funds in 2012. Application was determined incomplete.	Visalia District (#12)	Yes
1500364	Kernville Mutual Water Company	C	Uranium & Arsenic	03-19-080-002	1/28/2009	P84 planning project for consolidation with Erskine Creek Water Company underway - FA already issued.	Tehachapi District (#19)	No
1500373	Seventh Standard Mutual Water Company	C	Nitrate	03-19-070-008	8/14/2007	Pursuing P84 construction funds for consolidation with Oldale MWC. Construction funding application already received; waiting for issuance of FA by HQ.	Visalia District (#12)	Yes
1500378	Maier Mutual Water Company	C	Arsenic	03-19-080-003	1/26/2009	Part of Vaughn Water Company Regional consolidation project. Waiting for issuance of planning FA.	Visalia District (#12)	Yes
1500393	Rainbird Valley MWC	C	Uranium/Nitrate	03-12-880-002	5/5/2009	Part of Long Canyon regional planning project. Waiting for issuance of FA by HQ.	Tehachapi District (#19)	No
1500406	Tradwinds Water Association	C	Uranium	03-19-080-044	3/22/2009	Part of Long Canyon funding project; waiting for issuance of FA.	Tehachapi District (#19)	No
1500409	Brock MWC	C	Nitrate	03-19-080-006	9/22/2008	Part of Vaughn Water Company's regional consolidation project; waiting for issuance of P84 planning funding agreement.	Visalia District (#12)	Yes
1500436	Hungry Gulch Water System	C	Arsenic	03-19-080-007	1/26/2009	P84 planning FA already issued. Boulder Canyon Water Association with arsenic MCL violation to physically consolidate with Hungry Gulch.	Tehachapi District (#19)	No
1500449	Fourth Street Water System	C	Arsenic	03-19-080-008	1/26/2009	P84 planning FA already issued; plan to drill a new well.	Tehachapi District (#19)	No
1500458	R.S. Mutual Water Company	C	Uranium & Arsenic	03-19-080-010	8/13/2003	Waiting for some items to be submitted by Cal Water for issuance of P84 planning FA for consolidation with CWS-Kernville System.	Tehachapi District (#19)	No
1500475	Krista Mutual Water Company	C	Fluoride	03-08C-040	5/28/2009	Waiting for issuance of SRF FA.	Tehachapi District (#19)	No
1500493	El Adobe Property Owners	C	Arsenic	03-19-100-002	9/27/2010	Pursuing P84 planning funds - possibility of consolidation with Lamont PUD	Visalia District (#12)	Yes
1500494	Wilson Road Water Company	C	Nitrate	03-19-080-041	2/24/2009	Currently hauling water.	Visalia District (#12)	Yes
1500516	Tut Brothers Farm #96	C	Waterworks Std Viol	03-19-120-001	1/17/2012		Visalia District (#12)	Yes
1500521	Boulder Canyon Water Association	C	Arsenic	03-19-080-014	1/26/2009	Part of Hungry Gulch P84 planning project for consolidation with Hungry Gulch.	Tehachapi District (#19)	No
1500525	Lake View Ranchos Water Co.	C	Arsenic	03-19-080-015	1/26/2009	Pursuing P84 planning funds.	Tehachapi District (#19)	No
1500544	Enos Lane PUD	C	Arsenic	03-19-120-005	7/6/2012	Pursuing P84 and SRF funding to drill a new well and blending treatment.	Visalia District (#12)	Yes
1500561	Round Mountain Water Company	C	Uranium	03-19-080-001	3/8/2008	Planning to drill a new well using its own funds.	Visalia District (#12)	Yes
1500569	Valley View Estates MWC	C	Nitrate	03-19-070-003	8/3/2007	System is on SRF PPL but haven't applied for funding.	Tehachapi District (#19)	No
1500575	San Joaquin Estates MWC	C	Nitrate	03-19-080-003	1/15/2000	Pursuing SRF funding to correct the problem. Later this year, the Department is going to invite the Water Company to submit a full SRF loan application for a consolidation project with East Niles CSD. A temporary intertie with East Niles CSD was in operation from March to early May 2008 when Water Company's well had mechanical breakdown.	Visalia District (#12)	Yes
1500588	Sonshine Properties	C	Nitrate & DBCP	03-19-120-007	7/8/2012	P84 planning FA already issued. Plan to consolidate with Arvin CSD.	Visalia District (#12)	Yes
1502017	Wheeler Farms Headquarters	C	Nitrate	03-12-850-004	4/27/1995	Bottled water being provided.	Visalia District (#12)	Yes
1502383	Nord Road Association	C	Arsenic	03-19-080-024	1/26/2009	Part of Vaughn Water Company Regional consolidation project. Waiting for issuance of planning FA.	Visalia District (#12)	Yes
1502699	East Wilson Road Water Company	C	Nitrate	03-19-010-004	10/2/2001	Part of East Niles CSD P84 regional consolidation planning project.	Visalia District (#12)	Yes
1503509	Arnie Siple Clinic	C	TRIHM & HAA5	Only Letter Issued	6/23/2011	Prop 50 project may pay for the improvements needed.	Visalia District (#12)	Yes
1510061	Lebec CWD	C	Fluoride	03-19-080-047	12/23/2008	Pursuing SRF for planning funds. Waiting for issuance of FA.	Tehachapi District (#19)	No
1510064	Pilot Pines MWC	C	Fluoride & Arsenic	03-19-110-001	4/22/2011	Prop 84 planning FA issued. Test well done; waiting for fluoride pilot study. A second funding agreement to be issued to allow more time and money to complete the planning project.	Tehachapi District (#19)	No

CO = Compliance Order
 PN = Public Notification
 PWS = Public Water System
 MCL = Maximum Contaminant Level
 MR = Monitoring and Reporting
 RWCCB = Regional Water Quality Control Board
 SNC = Significant Non-Complier
 SRF = State Revolving Fund

Quarterly PICME Violation Reporting

Check CO issuance spreadsheet for newly issued orders for **CHEMICAL MCL VIOLATIONS**, add to this spreadsheet each quarter

System #	System Name	Compliance Order #	Violation Type/Period	Staff	Date Issued
1000005	Big Creek CSD	03-23-13R-004	HAA5 MCL	SP	6/6/13
1000461	Cargill Meat Solutions Corp. (fmrly Bex	03-12-080-007	Nitrate MCL	PD	4/22/08
1000238	Camden Trailer Park	03-23-090-018	Arsenic MCL	SP	9/24/09
1000010	Camp Sierra	03-23-090-007	SWTR Turbidity	SP	4/14/09
1000580	Campos Brothers Farms (Walnut)	03-23-110-003	Arsenic MCL	PD	6/10/11
1000547	Cal Produces Sales Corp	03-23-120-007	Nitrate MCL	PD	5/15/12
1010039	Caruthers CSD	03-23-090-001	Arsenic MCL	PD	1/15/09
1000536	Con Agra Foods	03-23-100-007	TTHM MCL	PD	8/31/10
1000360	Cotton West Ag Management (Vasto va	03-12-080-029	TTHM MCL	PD	10/30/08
1000360	Cotton West Ag Management (Vasto va	03-23-13R-002	HAA5 MCL	PD	4/12/13
1000360	Cotton West Ag Management (Vasto va	03-23-110-002	Filter Loading Rate	PD	5/19/11
1000360	Cotton West Ag Management (Vasto va	03-23-110-006	SWTR CT	PD	8/8/11
1000248	Double L Mobile Ranch Park	03-23-110-004	Uranium MCL	PD	8/1/11
1000405	Doyal's MHP	03-23-120-006	SWTR GWUDI	PD	5/1/12
1000577	Dunlap Leadership Academy	03-23-110-005	Uranium MCL	PD	8/1/11
1000112	Fairmont School	03-23-090-011	Nitrate MCL	SP	5/19/09
1000359	FCSA #32/Cantua Creek	03-12-080-003	TTHM MCL	SP	2/14/08
1000359	FCSA #32/Cantua Creek	03-23-13R-007	HAA5 MCL	SP	8/27/13
1000019	FCSA #30/El Porvenir	03-12-080-019	TTHM MCL	SP	10/30/08
1000546	FCSA #49/Five Points	03-12-230-012	TTHM MCL	SP	10/30/12
1000546	FCSA #49/Five Points	03-23-13R-006	HAA5 MCL	SP	8/27/13
1000042	FCWWD 40/Shaver Springs (Uranium)	03-23-090-013	Uranium MCL	SP	6/16/09
1000042	FCWWD 40/Shaver Springs (Arsenic)	03-23-100-005	Arsenic MCL	SP	4/26/10
1000480	Fowler Packing Company	03-23-090-029	DBCP MCL	SP	12/21/09
1009281	Hammonds Ranch	03-12-080-020	TTHM MCL	PD	10/30/08
1009027	Harris Farms Headquarters	03-23-090-021	SWTR CT	PD	10/6/09
1009027	Harris Farms Headquarters	03-12-080-021	TTHM MCL	PD	10/30/08
1000213	Harris Farms/Horse Barn	03-23-090-016	TTHM MCL	PD	9/8/09
1000213	Harris Farms - Horse Division	03-23-110-010	SWTR CT	PD	12/20/11
1009028	Harris Farms South #101-144	03-12-080-009	TTHM MCL	PD	4/29/08
1009078	Harris Feeding Company	03-12-080-022	TTHM MCL	PD	10/30/08
1009078	Harris Feeding Company	03-23-110-009	SWTR CT	PD	12/20/11
1000214	Harris Ranch Restaurant	03-12-080-008	TTHM MCL	PD	4/29/08
1000214	Harris Ranch Restaurant	03-23-13R-005	HAA5 MCL	PD	8/22/13
1010044	Huron, City of	03-12-070-004	TOC TT	SP	7/6/07
1010044	Huron, City of	03-12-080-016	TTHM MCL	SP	5/15/08
1000177	I-5 & Panoche	03-12-080-011	TTHM MCL	PD	4/29/08
1000178	I-5 & 198 Property Services	03-12-080-010	TTHM MCL	PD	4/29/08
1000459	Johnny Quick #127	03-23-100-002	Nitrate MCL	SP	2/10/10
1000176	JR Simplot	03-23-100-006	Uranium MCL	EL	7/19/10
1000053	Lanare CSD	03-23-090-010	Arsenic MCL	PD	5/18/09
1000054	Las Deltas MWS	03-23-120-005	Pressure	PD	4/6/12
1000445	Linda Vista Farms	03-23-100-010	Uranium MCL	SP	11/29/10
1000469	Lion Raisins Employee Labor Camp	03-23-090-026	Nitrate MCL	PD	12/10/09
1000576	Lone Star Dehydrator	03-23-090-020	DBCP MCL	SP	9/29/09
1000490	Los Gatos Tomato Products	03-23-090-015	TTHM MCL	PD	9/8/09
1000490	Los Gatos Tomato Products	03-23-120-003	SWTR CT	PD	3/2/12

Quarterly PICME Violation Reporting

Check CO Issuance spreadsheet for newly issued orders for **CHEMICAL MCL VIOLATIONS**, add to this spreadsheet each quarter

System #	System Name	Compliance Order #	Violation Type/Period	Staff	Date Issued
1000056	Meadow Lakes Club	03-12-080-018	Uranium MCL	PD	9/19/08
1009091	Olam Spices & Vegetables (Key Foods)	03-23-110-001	Arsenic MCL	PD	3/1/11
1009092	Olam Spices & Vegetables (Key Foods)	03-23-13R-008			8/22/13
1009092	Olam Spices & Vegetables (Key Foods)	03-23-13R-001	TTHM MCL	PD	3/5/13
1009039	Pappas & Company (Mendota)	03-12-080-015	TTHM MCL	PD	5/14/08
1009039	Pappas & Company (Mendota)	03-23-100-005	SWTR CT	PD	8/3/10
1009006	Pappas & Company (Coalinga)	03-12-080-025	TTHM MCL	PD	10/30/08
1009006	Pappas & Company (Coalinga)	03-23-090-027	SWTR CT	PD	12/21/09
1009006	Pappas & Company (Coalinga)	03-23-110-007	HAA5 MCL	PD	9/15/11
1009232	Peck Ranch (aka Baker Farms)	03-12-080-027	TTHM MCL	PD	10/30/08
1000207	Pershing High School	03-12-080-036	Nitrate/Ur MCL	SP	11/17/08
1000472	PG&E Helms Support Facility	03-23-090-009	Arsenic MCL	PD	5/1/09
1009035	Pilibos Brothers Ranch	03-23-090-028	SWTR CT	PD	12/21/09
1000452	Ray Moles Farm	03-23-120-009	Nitrate MCL	PD	9/6/12
1000505	Ray & Larry Moles Farm	03-23-120-010	Nitrate MCL	PD	9/6/12
1009258	San Andreas Farms	03-12-080-034	TTHM MCL	PD	10/30/08
1009258	San Andreas Farms	03-23-100-003	SWTR CT	PD	3/4/10
1009259	San Andreas Farms	03-23-13R-003	HAA5 MCL	PD	4/25/13
1009035	Simonian Farms (Pilibos Brothers Ranch)	03-12-080-033	TTHM MCL	PD	10/30/08
1009222	Terra Linda	03-12-080-028	TTHM MCL	PD	10/30/08
1000485	Tessenderlo Kerley	03-23-120-008	Nitrate MCL	PD	8/23/12
1000584	True Organics	03-23-110-008	Arsenic MCL	SP	12/15/11
1009172	Vaquero Farms	03-23-090-002	TTHM MCL	PD	1/15/09
1000221	Washington Union High School	03-23-090-005	DBCP MCL	SP	4/10/09
1009214	Westside Harvesting (Steve Marks)	03-12-080-026	TTHM MCL	PD	10/30/08
1000369	Zonneveld Dairy	03-23-090-014	Arsenic MCL	SP	7/29/09
1000369	Zonneveld Dairy	03-23-120-011	Nitrate MCL	SP	9/10/12
1000182	Burrell Union School		Lead AL Exceedance	PD	
1009111	SCE/Big Creek Powerhouse #1		Lead AL Exceedance	SP	
1000112	Fairmont School		Lead AL Exceedance	SP	
1000276	Orange Center School		Lead AL Exceedance	SP	1/14/13
1000040	FCWWD 37/Mile High		Copper AL Exceedance	SP	6/24/13
EPA Administrative Orders (CDPH does not enter violations)					
1010030	Tranquillity Irrigation District	EPA Admin Order	Arsenic MCL		9/25/2008?
1010028	Riverdale PUD	EPA Admin Order	Arsenic MCL		9/25/2008

Appendix E
Technical Solutions Decision Trees

TECHNICAL SOLUTIONS DECISION TREES

Water Systems

The following information can be found in the water system permit, sanitary survey, and previous technical reports or gathered specifically for the community.

- 1) Any existing water quality concerns?
- 2) Sources of water
 - a. Groundwater (wells)?
 - b. Number of wells?
 - c. Surface water?
 - d. Both?
- 3) Water Demands
 - a. Water production (avg gpd for every month)?
 - b. Potable?
 - c. Non-potable?
 - d. Water meters installed?
 - e. Is water demand able to be met year round?
- 4) Existing Water Treatment
 - a. Chlorination?
 - b. Other treatment? Provide details.
- 5) Water Quality
 - a. Is the water quality currently meeting all standards?
 - b. Is the system under a State/EPA compliance order?
 - c. Provide detailed water quality analysis (general mineral, radiological and organics). At least results submitted to CDPH.

Information to be Gathered in Order to Use Decision Trees

6) Infrastructure

- a. Are there leaks in the water distribution system?
- b. Are there other sources of water available?
- c. Is there the possibility of connecting to a neighboring water system?
- d. What are existing water rates?
- e. Is there land available for water treatment?
- f. What is the grade of existing water operator?
- g. Are pump curves and horsepower available for all pumps (including well pumps)?

7) Funding

- a. Has funding been applied for from any agency?

Wastewater Systems

The following information can be found in the waste discharge requirements (WDR), previous technical reports or gathered specifically for the community.

- 1) Any existing concerns with the wastewater system?
- 2) How is wastewater treated?
 - a. Individual household septic systems?
 - b. Centralized wastewater treatment plant?
- 3) How is wastewater treated?
 - a. Aerated lagoon?
 - b. Trickling filter?
 - c. Digesters (anaerobic or aerobic)?
- 4) Treated wastewater quality

- a. Is treated wastewater meeting all applicable discharge limits?
- b. If there were violations, what were the violations for?

5) Disposal of treated wastewater

- a. Is discharge to land (percolation, evaporation, leachfields, spray field, other)?
- b. Any discharge to surface water?

6) Disposal of wastewater solids

- a. Are solids dewatered?
- b. How are solids stored?
- c. How are solids from the wastewater process disposed of (land, landfill, other)?

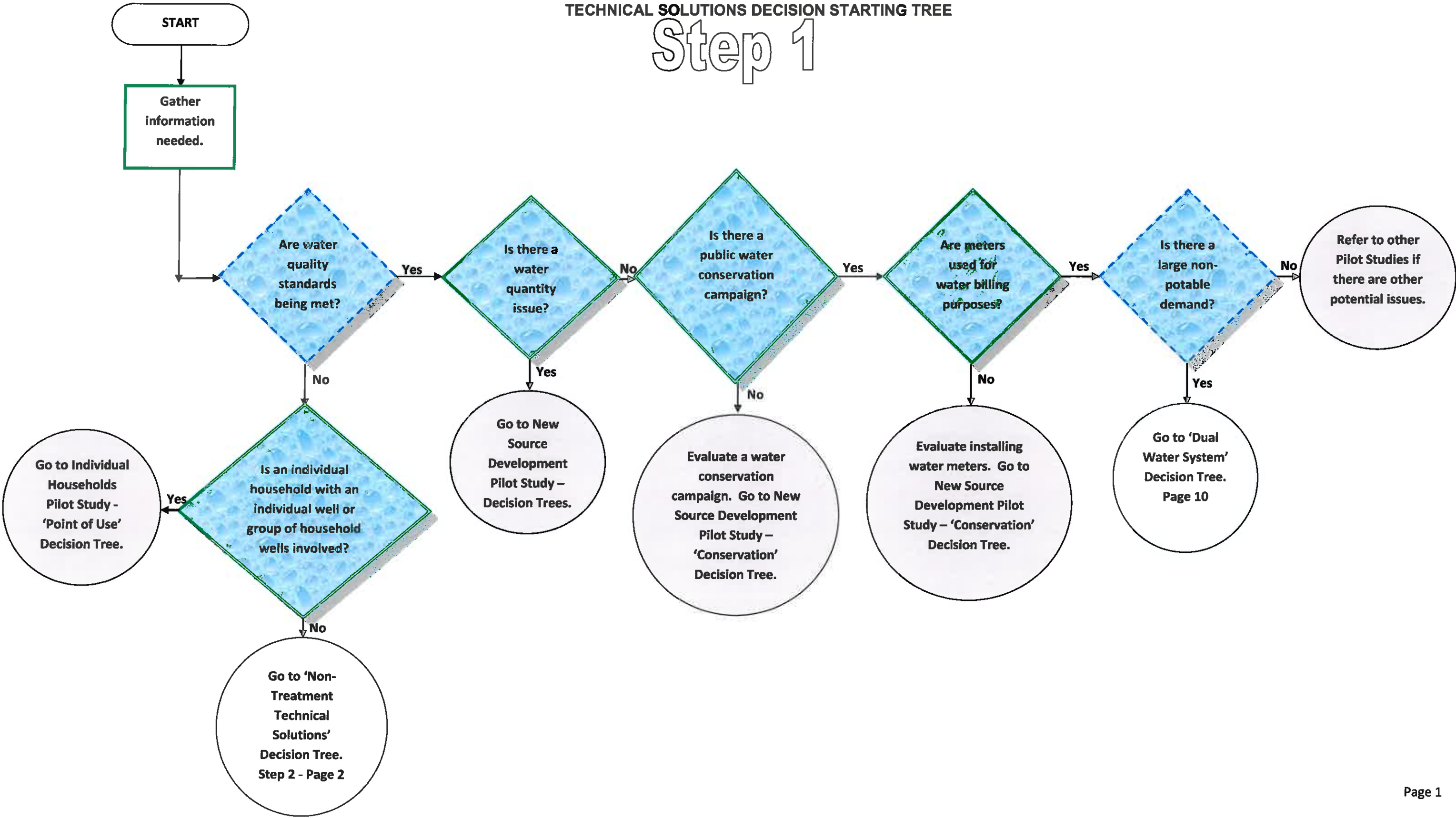
7) Infrastructure

- a. Is there an existing collection system? Is it adequate for existing flows?
- b. Is there the possibility of connecting to a neighboring wastewater system?
- c. What are existing sewer rates?
- d. Is there land available for additional wastewater treatment?
- e. Grade of existing wastewater operator?
- f. Are pump curves and horsepower available for all pumps?

8) Funding

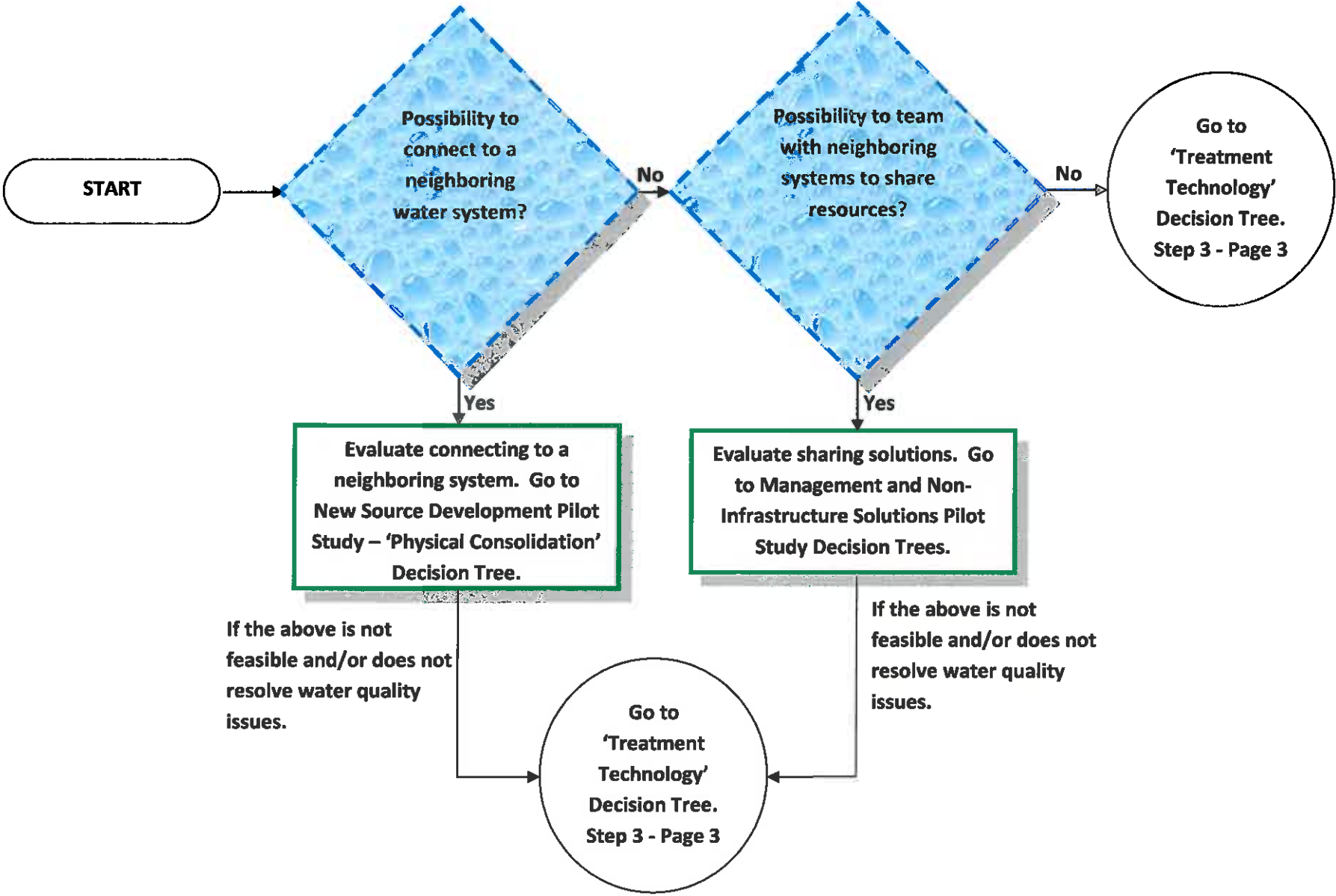
- a. Has funding been applied for from any agency?

TECHNICAL SOLUTIONS DECISION TREES

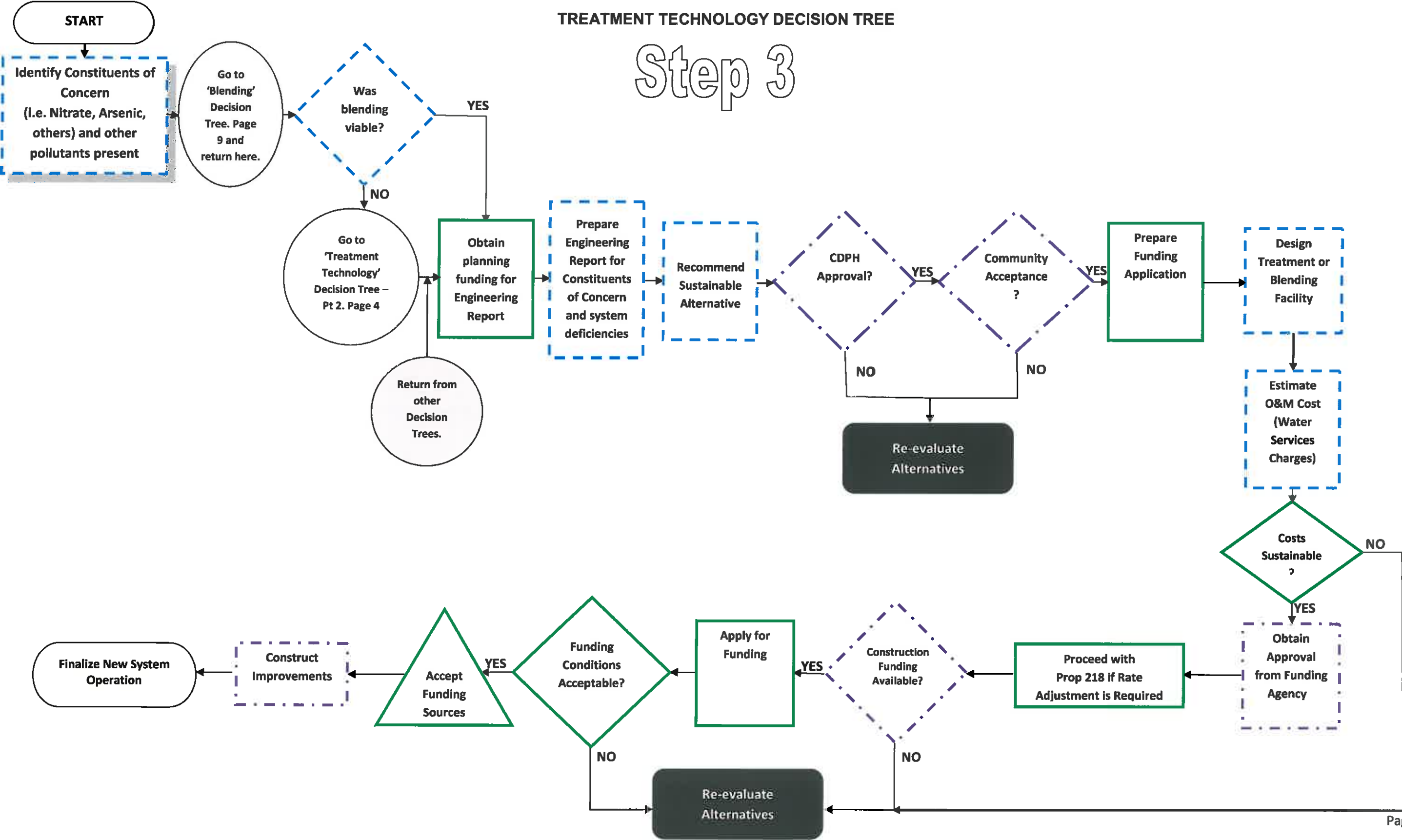


NON-TREATMENT TECHNICAL SOLUTIONS DECISION TREE

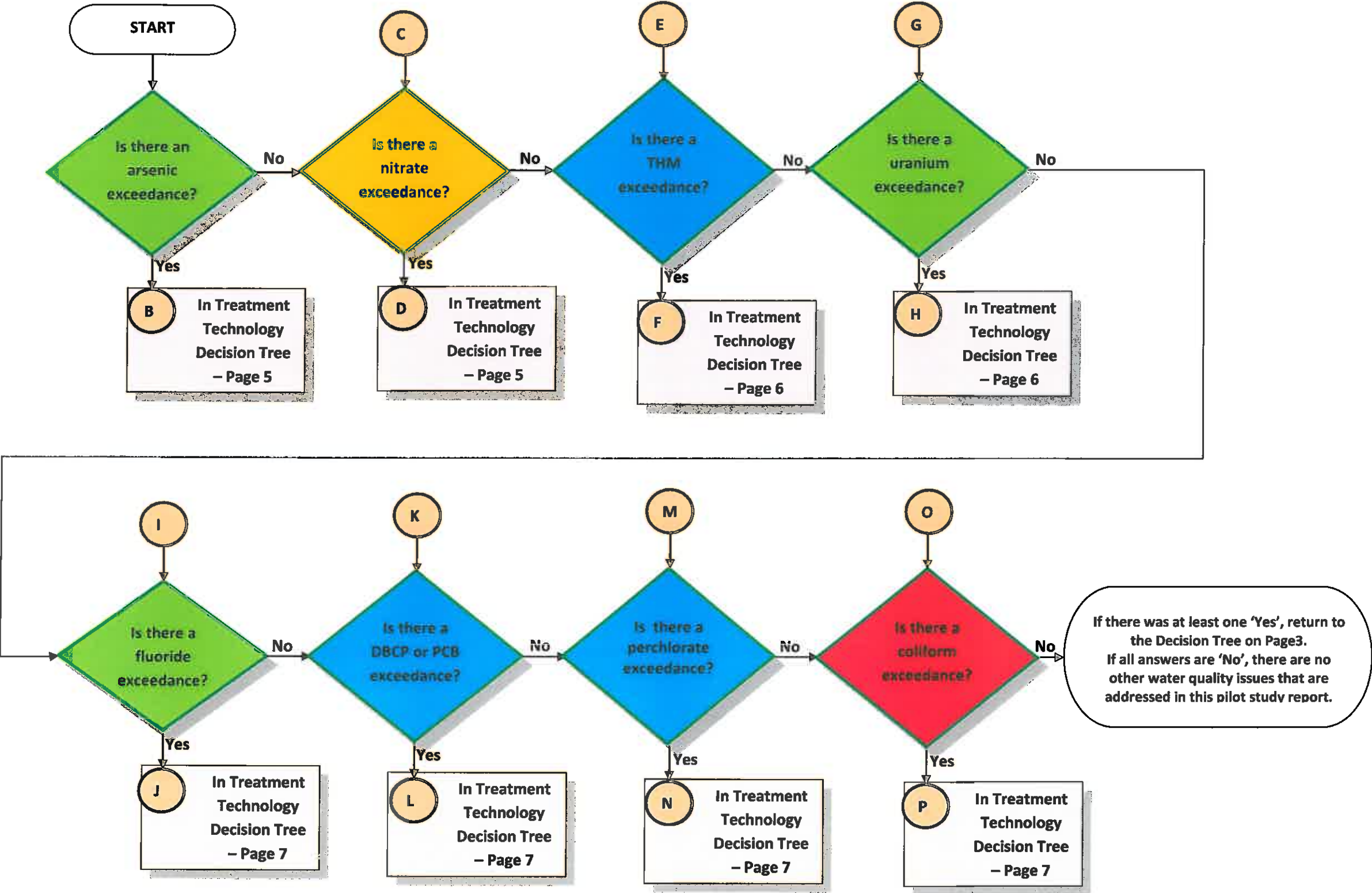
Step 2



TECHNICAL SOLUTIONS DECISION TREES

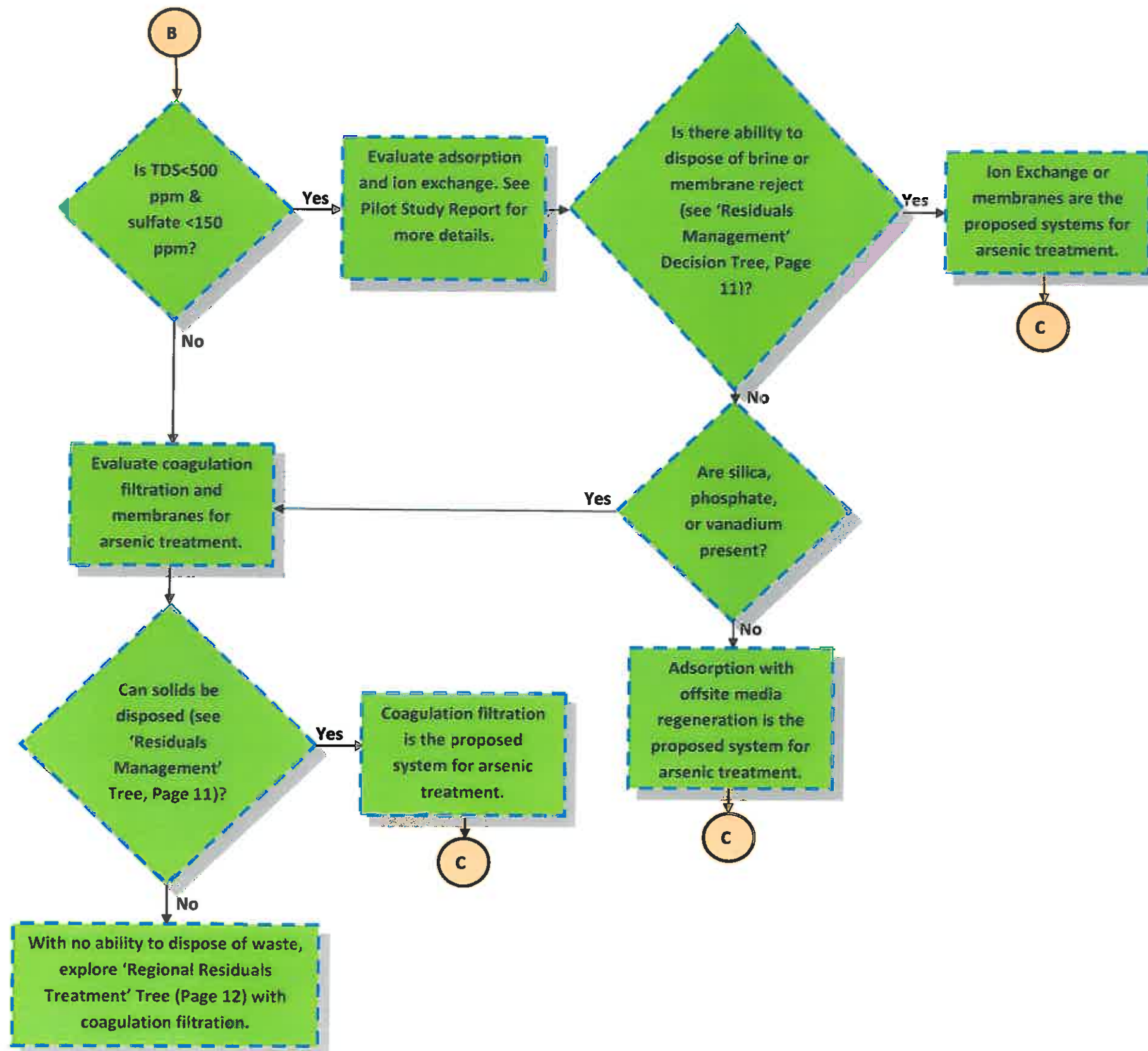


TREATMENT TECHNOLOGY DECISION TREE – Part 2

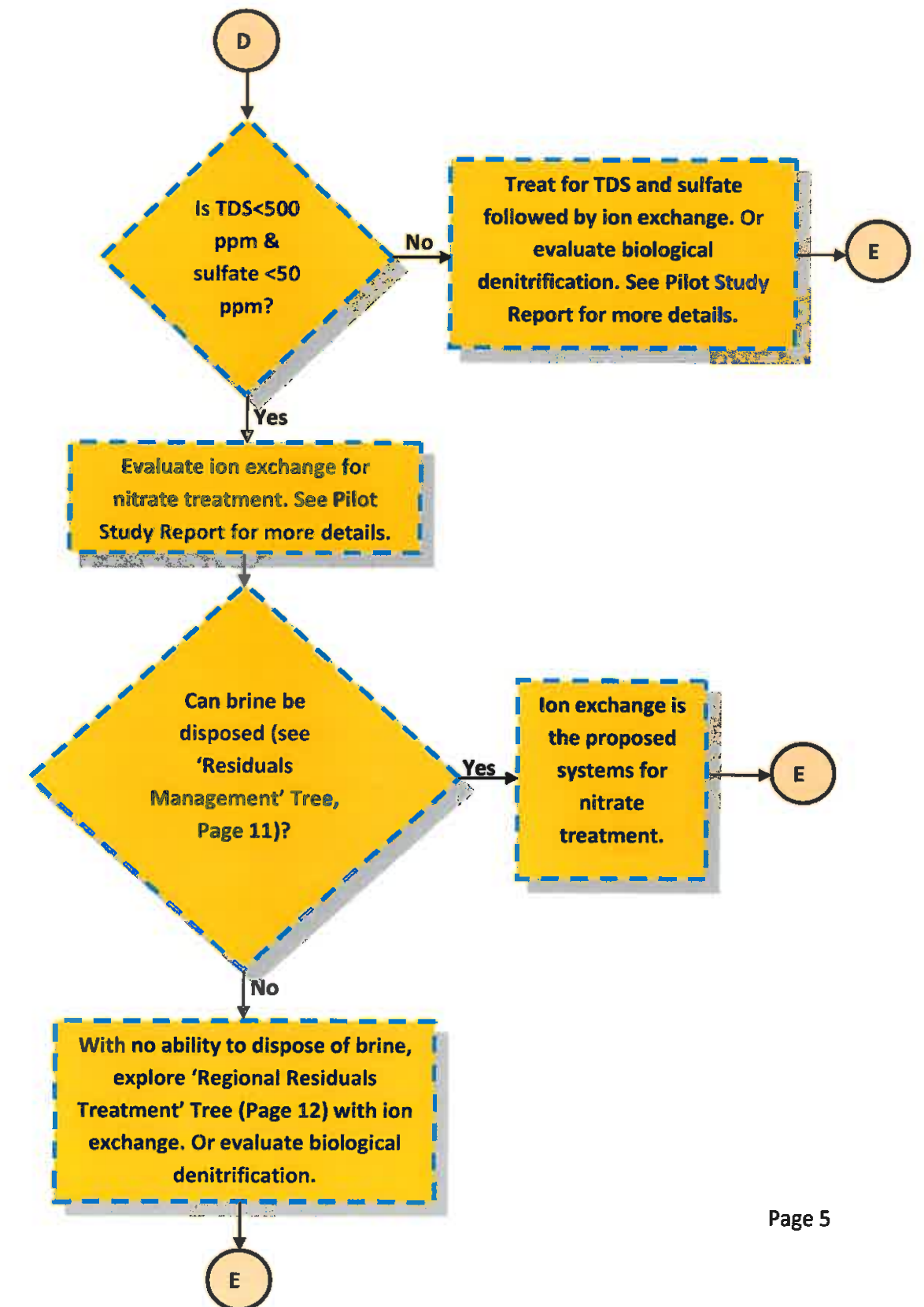


TREATMENT TECHNOLOGY DECISION TREE – Part 3

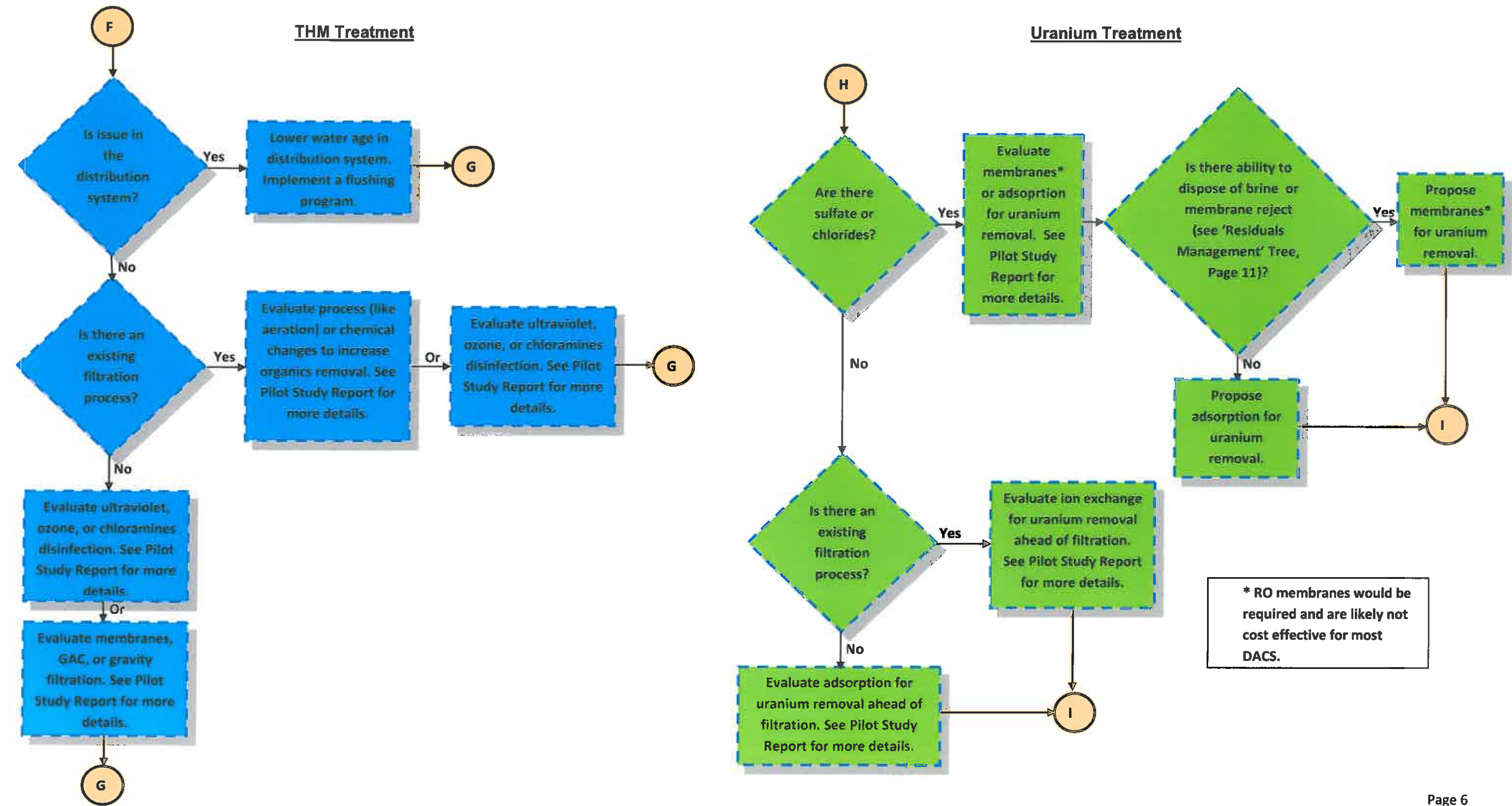
Arsenic Treatment



Nitrate Treatment



TREATMENT TECHNOLOGY DECISION TREE – Part 4

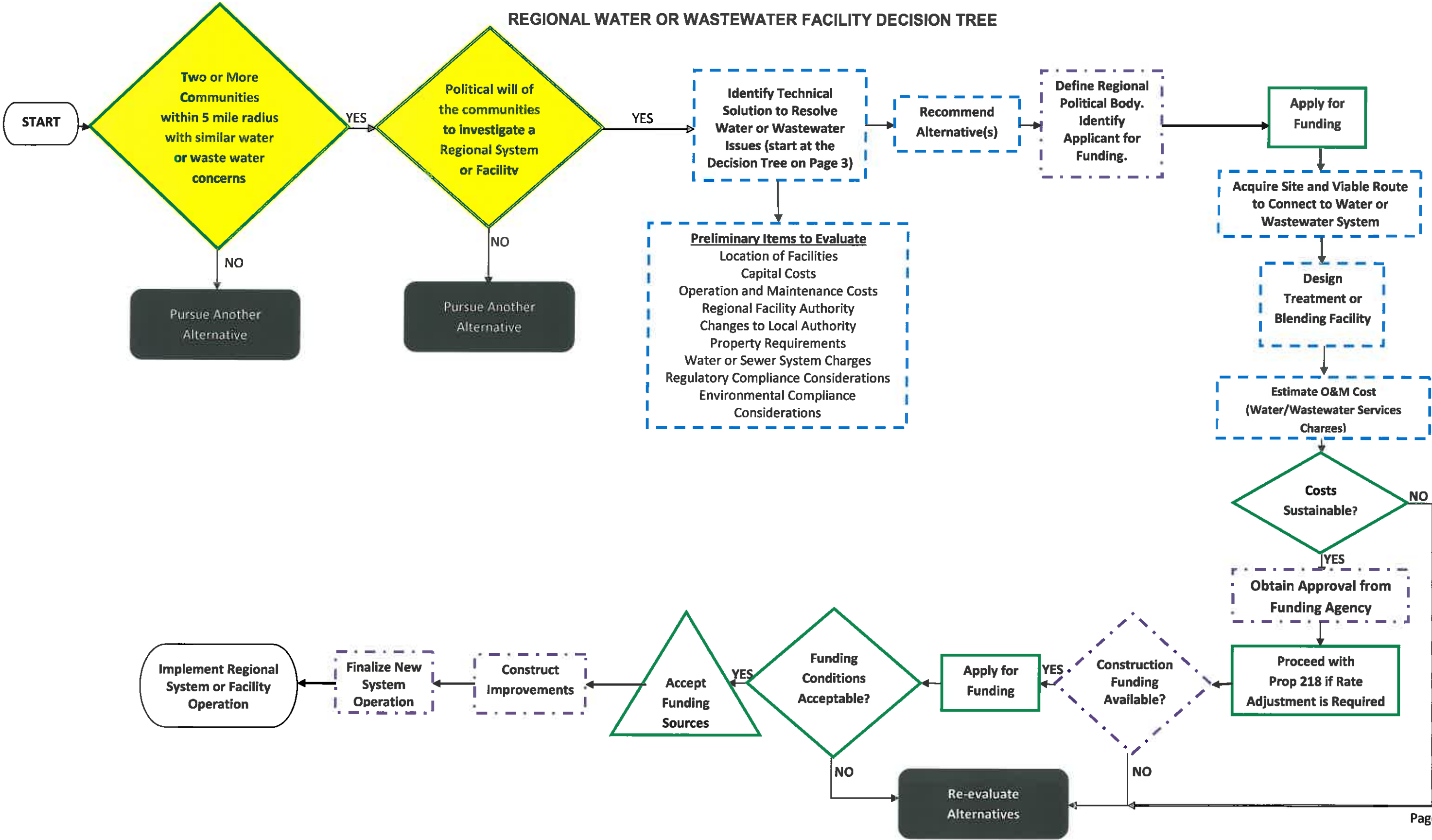


TREATMENT TECHNOLOGY DECISION TREE – Part 5

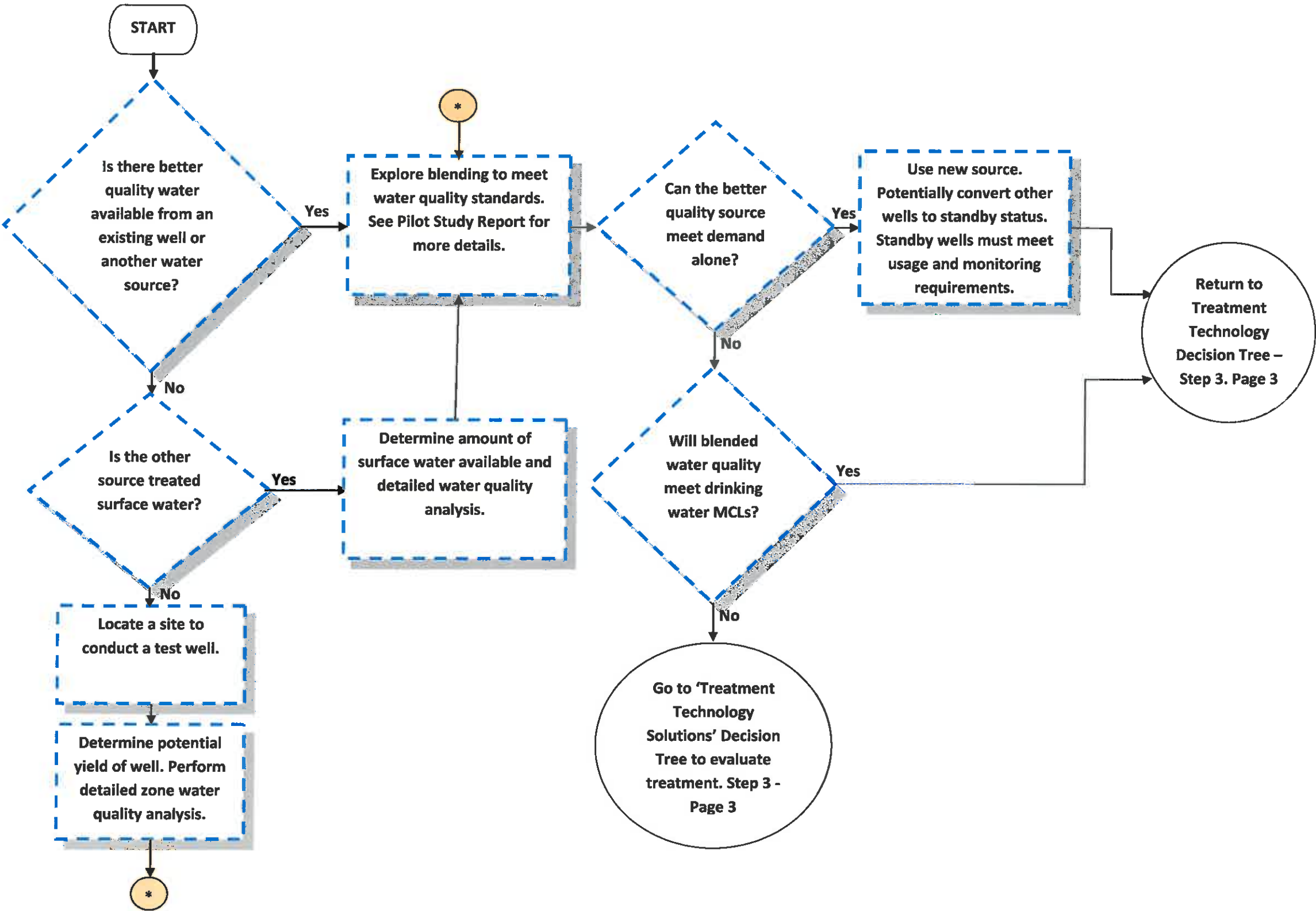


TECHNICAL SOLUTIONS DECISION TREES

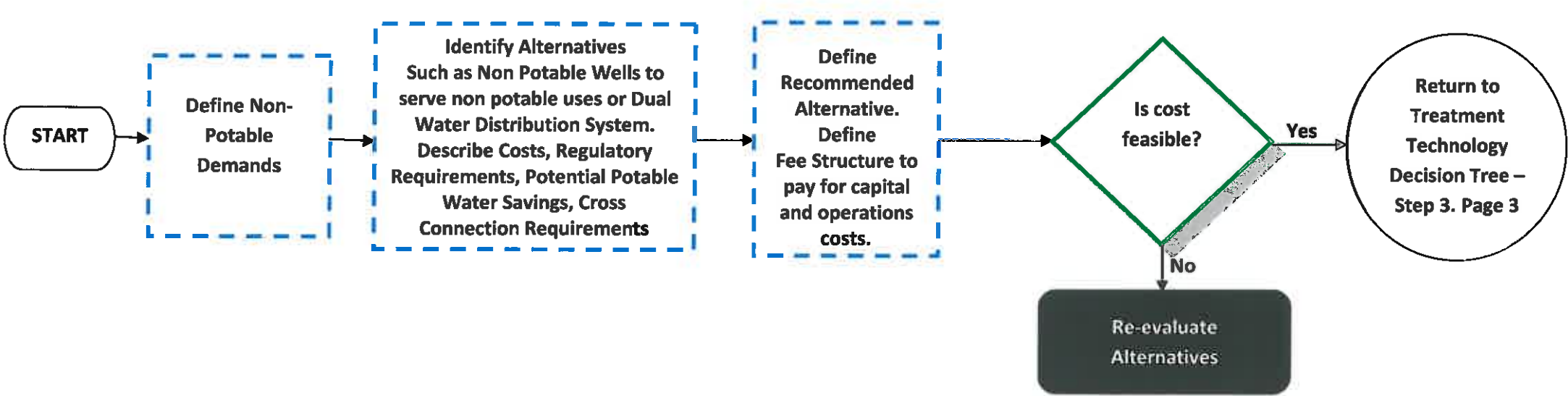
REGIONAL WATER OR WASTEWATER FACILITY DECISION TREE



BLENDING DECISION TREE

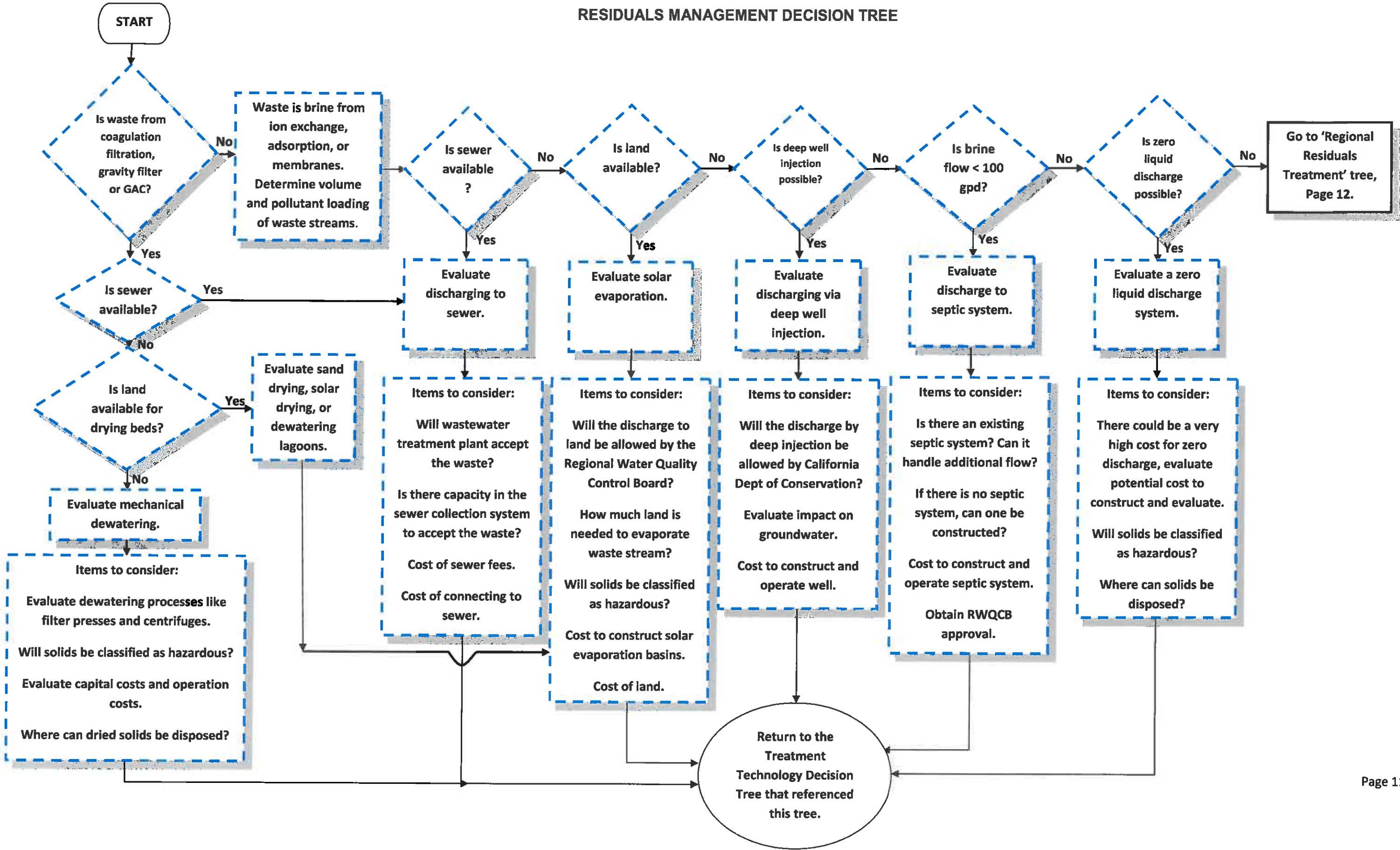


DUAL WATER SYSTEM DECISION TREE

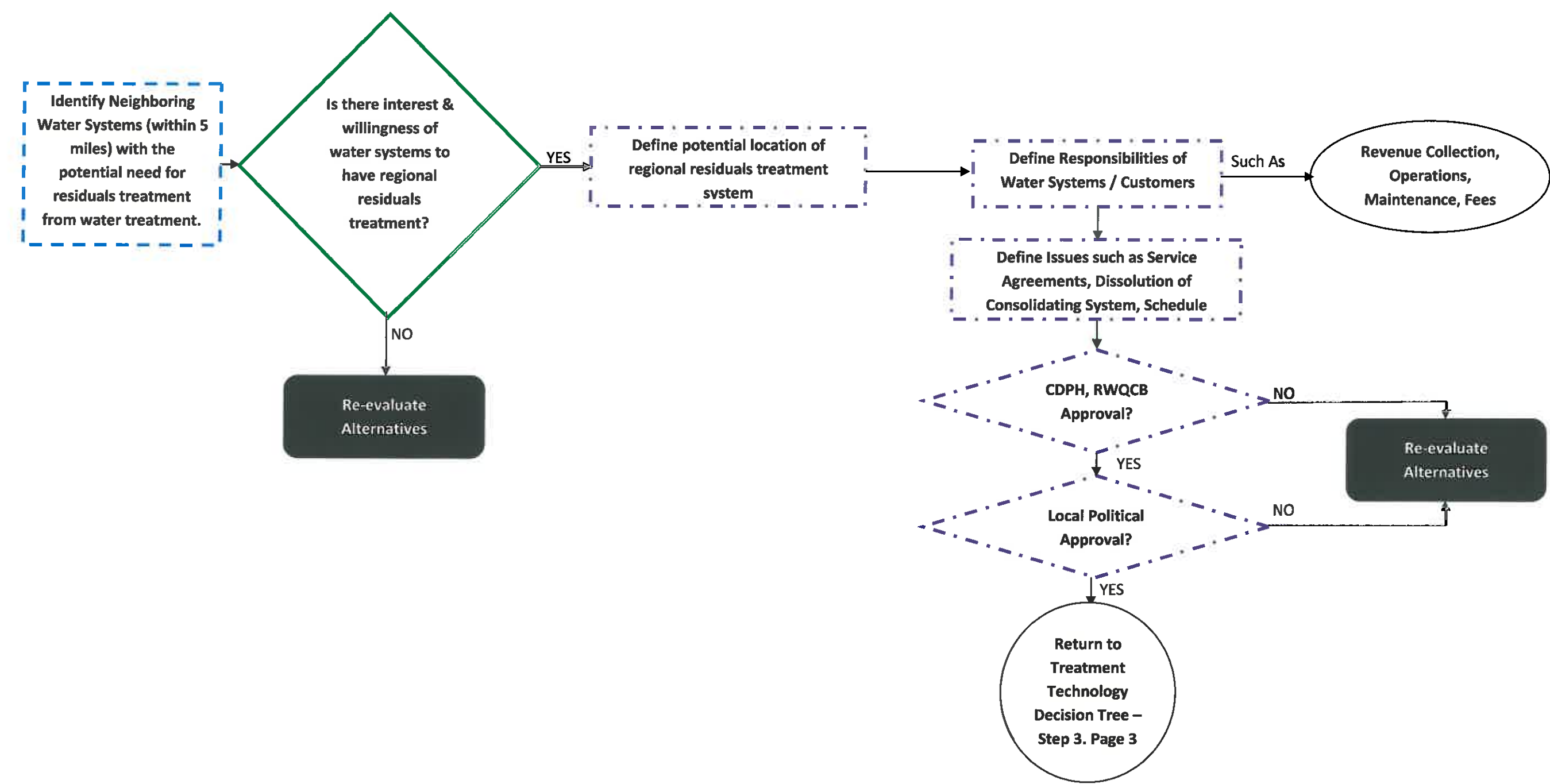


TECHNICAL SOLUTIONS DECISION TREES

RESIDUALS MANAGEMENT DECISION TREE

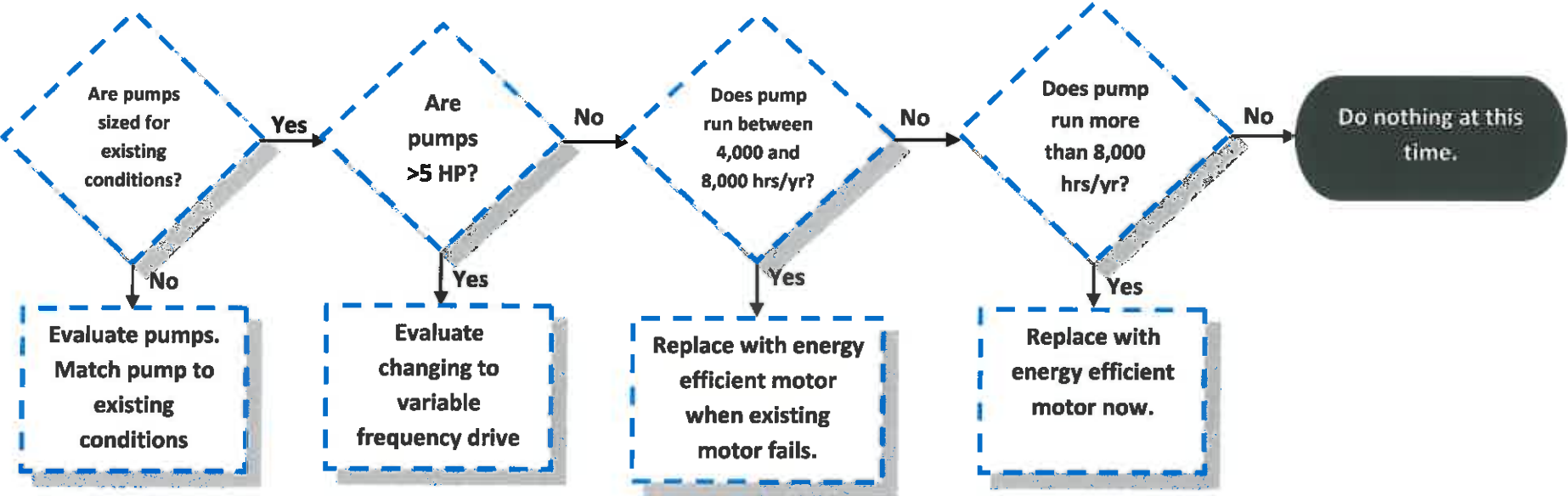


REGIONAL RESIDUALS MANAGEMENT DECISION TREE



TECHNICAL SOLUTIONS DECISION TREES

Energy Conservation



Renewable Energy

