



Ventura County Resource Conservation District
P.O. Box 147
Somis, CA 93066

Attn: Debra Gillis

Please find enclosed one signed original of our Wildlife Conservation Board Agreement WC-1844AB for the *Ventura Watershed Flow Enhancement and Water Resiliency Regional Framework Project* (Project #25 Task 3). We printed two originals, signed them, and retained one for our records. Our Board of Directors approved the agreement on June 16, 2020.

We are grateful for the opportunity to work with VCRCDD on this project. With this quarter nearly at an end, we plan to submit our first quarterly progress report by October 10. Thanks for your help and support.

Very truly yours,

Mike Hollebrands
General Manager
Meiners Oaks Water District
202 W. El Roblar Drive
Ojai, CA 93023
(805) 646-2114
Mikeh2o@meinersoakswater.com

AGREEMENT

This Agreement is made between the VENTURA COUNTY RESOURCE CONSERVATION DISTRICT (VCRCD), with a principal place of business at PO Box 147, 3380 Somis Road, Somis, CA 93066 and Meiners Oaks Water District (MOWD), with a principal place of business at: 202 W El Roblar Drive, Ojai CA 93023.

Term

This Agreement will become effective upon the date of the last signature herein and will end March 31, 2022.

Work Plan & Budget

MOWD agrees to perform work on the Ventura Watershed Flow Enhancement and Water Resiliency Regional Framework Project (Project) as described in Exhibit A – Work plan and deliverables for Pumping and Nutrient Balance Project.

Payment

In consideration for the services to be performed by MOWD, VCRCD agrees to pay approximately \$26,700 to MOWD as outlined in Exhibit B, Budget, Match and Invoice Template. MOWD will invoice VCRCD quarterly for services performed for the prior quarter.

Matching Contribution

MOWD agrees to provide \$7,060 of in-kind services and direct funding as match to the VCRCD for the Ventura Watershed Flow Enhancement and Water Resiliency Framework Project as outlined in Exhibit B, Budget, Match and Invoice Template.

Invoicing & Reporting

An invoice and supporting documentation, i.e. timesheets, receipts, and invoices, shall be submitted quarterly for reimbursement. Any agreed upon match shall be noted at this time as well and supporting documentation of said match must be provided.

A quarterly progress report is required. This report shall detail the work performed in the reporting period, list accomplishments, explain any delays in the project, any challenges, and upcoming work to be performed.

Invoices and progress reporting periods and due dates are as follows:

- | | |
|-----------------------|-----------------|
| 1. October – December | Due: January 10 |
| 2. January – March | Due: April 10 |
| 3. April – June | Due: July 10 |
| 4. July – September | Due: October 10 |

Late invoices and progress reports, or invoices and progress reports with missing information may cause a significant delay in payment.

Invoices must be submitted electronically to: debragillis@sbcglobal.net and an original hardcopy with supporting documentation mailed to: Debra Gillis, VCRCO, PO Box 147, Somis CA 93066

Payment of Invoices

Upon successful submission of invoices by MOWD, the VCRCO shall pay the invoice within 14 days after receipt of payment from Grantor. In accordance to the terms of the Grant Agreement, 10% of each invoice will be withheld until completion of the project. Once the Wildlife Conservation Board gives final approval and payment, the 10% retention will be remitted.

Insurance

MOWD shall, at their own cost and expense throughout the term of this Agreement and any extensions of it, carry one or more insurance policies that provide at least the following minimum coverages:

- a. Commercial General Liability insurance that provides a minimum of \$1,000,000 coverage per occurrence and \$2,000,000 in general aggregate coverage.
- b. Automobile liability insurance that provides a minimum of either a combined single limit (CSL) of \$1,000,000 for each accident or all of the following: \$250,000 bodily harm (BI) per person, and \$500,000 bodily injury per accident, and \$100,000 property damage (PD). Automobile Liability insurance is not required if no employee or other individual acting for Consultant does any traveling in performing work.
- c. Workers' Compensation insurance in full compliance with California statutory requirements for all employees of Consultant in the minimum amount of \$1,000,000.
- d. The VCRCO shall be named as additional insured on these policies and a copy of said proof of insurance shall be provided to the VCRCO prior to beginning work and upon each renewal during the Agreement period.

Permits and Approvals

MOWD is responsible for obtaining all necessary permits and approvals for the Project, and complying with all federal, state and local statutes, laws, regulations, ordinances, orders and other governmental and quasi-government requirements that apply to the Project.

Signs and Promotional Material

MOWD shall recognize the cooperative nature of the Project and shall provide credit to the Grantor and fund source (Proposition 1) on signs, demonstrations, promotional materials, advertisements, publications and exhibits prepared or approved by Grantee referencing the Project. Logos are available at <https://www.wcb.ca.gov/> VCRCO logo available upon request.

Right of Auditors and Record Retention

MOWD agrees to allow the auditors of the State of California to examine the records relative to the goods, services, equipment, materials, supplies or other assistance provided to subawardee for the Project if so requested. MOWD shall maintain complete and accurate records of its actual Project costs, in accordance with generally accepted accounting principles and practices, and shall retain said records for at least three years after final disbursement by the Wildlife Conservation Board through the VCRCD.

Indemnification

VCRCD will indemnify and hold MOWD harmless from any loss or liability arising from performing services under this Agreement. MOWD will indemnify and hold VCRCD harmless from any loss or liability arising from performing services under this Agreement.

Exclusive Agreement

This is the entire agreement between MOWD and VCRCD.

Severability

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

Applicable Law

This Agreement will be governed by the laws of the state of California.

Notices

All notices and other communications in connection with this Agreement will be in writing and will be considered given as follows:

- When delivered personally to the recipient's address as stated on this Agreement.
- Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- When sent by e-mail to the most recent e-mail address of the recipient known to the person giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

No Partnership

This Agreement does not create a partnership relationship. MOWD does not have authority to enter into contracts on VCRCD's behalf, and the VCRCD does not have authority to enter into contracts on MOWD'S behalf.

Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in California. Any costs and fees other than attorney fees associated with the mediation will be shared equally by the parties.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed upon arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the VCRCDC shall have no liability to pay any funds whatsoever to MOWD for work performed beyond the time of notification by VCRCDC.


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

Grant Contact Information & Billing:

Debra Gillis, Executive Director
Ventura County Resource Conservation District
PO Box 147, 3380 Somis Rd.
Somis, CA 93066
debragillis@sbcbglobal.net
805-764-5133 Office
Taxpayer ID# 95-2666744

Signatures:

Ventura County Resource Conservation District:

By:  Date: 6.5.2020
Debra Gillis, Executive Director

Meiners Oaks Water District:

By:  Date: 7/1/20

Printed Name & Title: Michel Etche - Board Pres.

Exhibit A – Work Plan & Deliverables

Exhibit B – Budget, Match & Invoice Template

Exhibit C – Taxpayer ID FormW9

Ventura Watershed Flow Enhancement and Water Resiliency Regional Framework Project
EXHIBIT A Work Plan and Deliverables Summary

Proj. No.	Project Title	Brief Description and List of Deliverables
25	Pumping Regime/Balancing and Water Quality	<p>Prepare plan for BMPs effective to remove high nitrates from Meiners Oaks Water District's (MOWD) Well No. 8, which is not connected to surface flows. In this phase of the project, MOWD will hire a civil engineering consultant with expertise in water treatment to evaluate the potential project and provide cost estimates. Of particular concern will be options for brine disposal. With continued groundwater extractions, water supply for agriculture is highly nutrient loaded, and application of that water is contributing to nutrient loading in the 303(d) listed Ventura River. Optimizing non-stream flow connected alternate sources in lieu of other pumping sources will alleviate pressure from groundwater over-extraction on stream flow.</p> <p><i>Deliverables:</i></p> <ul style="list-style-type: none"> • <i>Feasibility Study, including:</i> <ul style="list-style-type: none"> ○ <i>Evaluate and compare methods of nitrate removal: ion-exchange, reverse osmosis, etc.</i> ○ <i>Evaluate brine disposal options</i> ○ <i>Estimate project costs for skid-mounted treatment facilities.</i> ○ <i>Study blending options</i> ○ <i>Develop project approach and schedule</i> • <i>Coordinate with Ojai Valley Sanitation District for disposal options including reuse</i> • <i>Refined estimate of potential instream flow benefits</i>

DISBURSEMENT REQUEST TEMPLATE

Project Proponent: Meiners Oaks Water District
Project Name: Pumping and Nutrient Balance Project
Project Number: 25
Address:
City, State, Zip:
Email:

Invoice Date: _____
Invoice No: _____

Invoice Period Covered:

PROJECT TASK	TOTAL COST	WCB ALLOCATION	TOTAL COST SHARE	COST SHARE, CUMULATIVE	WCB PRIOR INVOICED AMOUNT	CURRENT WCB INVOICE	Remaining Balance of WCB allocation available for expenditure on this task
<small>Describe in a separate row each project task in the Budget approved by the WCB. Must be identical to those shown in the approved budget unless amended.</small>	<small>Show the total cost for each task. Must be identical to those shown in the approved budget unless amended.</small>	<small>Show the total WCB allocated funds for each task. Must be identical to those shown in the approved budget unless amended.</small>	<small>Show the total cost for each task. Must be identical to those shown in the approved budget unless amended.</small>	<small>*Enter the total dollars of all non-WCB invoices. This column should increase progressively with successive invoices.</small>	<small>Sum of invoices already submitted to the WCB for payment on this task (includes amounts retained by WCB)</small>	<small>Amount of current invoice applied to this task</small>	<small>Remaining balance of WCB allocation available for expenditure on this task</small>
Task 1 - Project Management	\$ 2,185.00	\$ -	\$ 2,185.00				\$ -
Task 2 - Integrated Water Management Framework & Action Identification	\$ 500.00	\$ -	\$ 500.00				\$ -
Task 3 - Final Design Plans, Due Diligence, and Permitting	\$ 31,095.00	\$ 26,700.00	\$ 4,395.00				\$ 26,700.00
Task 4 - Regional Agency Guidance & Recommendations	\$ -	\$ -	\$ -				\$ -
Task 5 - Education & Outreach	\$ -	\$ -	\$ -				\$ -
TOTAL	\$ 33,760.00	\$ 26,700.00	\$ 7,060.00	\$ -	\$ -	\$ -	\$ 26,700.00

Total Current Invoice: \$ -
Less 10% Retention: \$ -
TOTAL PAYMENT DUE: \$ -

CURRENT RETENTION: \$ -
PREVIOUS RETENTION: \$ -
TOTAL RETENTION WITHHELD TO DATE: \$ -

Submitted by:

By: _____

Date

Printed Name: _____

Each Invoice should be accompanied by the following:

- Supporting or back-up documentation for all charges on the invoice, including receipts for all materials and supplies, all Grantee staff time shown by number of hours worked and hourly rate, and all other services.
- Clearly reconcile all supporting documents and identify them with the charges reflected in the invoice. If the attached supporting document includes a charge that will be reimbursed in part by the WCB and another funding source, clearly indicate the portion being paid by the WCB, and reconcile this amount with the invoice.

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

MEINERS OAKS WATER DISTRICT

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

202 W. EL ROBLAR

City, state, and ZIP code

OJAI CA 93023

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

95:6005996

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Brandi Malone

Date ▶

9/10/10

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,