



Grants Committee Agenda

February 2, 2023 at 1:00 p.m.

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/477168141>

You can also dial in using your phone.

United States (Toll Free): [1 877 309 2073](tel:18773092073)

Access Code: 477-168-141

Right to be heard: Members of the public have a right to address the Board directly on any item of interest to the public that is within the subject matter jurisdiction of the Board, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2.

Please Note: If you have comments on a specific agenda item(s), please fill out a comment card and return it to the Board Secretary. The Board President will call on you for your comments at the appropriate time, either before or during the Board's consideration of that item.

If you require special accommodations for attendance at or participation in this meeting, please notify our office 24 hours in advance at (805) 646-2114

(Govt. Code Section 94594.1 and 94594.2 (a))

A. Call To Order

B. Public Comments

C. Discussion Items:

- a. Ventura Watershed Flow Enhancement and Water Resiliency Regional Framework – Phase 2: Grant Agreement review. (Martinez) - Attachment
- b. Income Survey status update. (Martinez/Ward) – No Attachment
- c. Discuss general grant activities and next steps. (Etchart/Cooper) – No Attachment

D. Adjourn

AGREEMENT

This Agreement is made between the VENTURA COUNTY RESOURCE CONSERVATION DISTRICT (VCRC), 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 West El Roblar Drive, Ojai, CA 93023.

Term

This Agreement will become effective upon the date of the last signature herein and will end August 25, 2025.

Work Plan & Budget

MOWD agrees to perform work on the Ventura Watershed Flow Enhancement and Water Resiliency Regional Framework Project, Phase 2 (Project) as described in Exhibit A – Work plan and deliverables for providing Design Plans in Task 3 - Ventura Watershed Flow Enhancement and Water Resiliency Regional Framework Project, Phase 2.

Payment

In consideration for the services to be performed by MOWD, VCRC agrees to pay approximately \$257,897.57 to MOWD as outlined in Exhibit A, Work Plan, Deliverables, and Budget. MOWD will invoice VCRC quarterly for services performed for the prior quarter.

Matching Contribution

MOWD agrees to provide \$44,000 of in-kind match to the VCRC for the Ventura Watershed Flow Enhancement and Water Resiliency Framework Project, Phase 2 as outlined in Exhibit A, Work Plan, Deliverables, and Budget.

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

**Ventura Watershed Flow Enhancement and Water Resiliency Regional Framework Project, Phase 2
Ventura County Resource Conservation District and Meiners Oaks Water District**

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.

Payment of Invoices

Upon successful submission of invoices by MOWD, the VCRCDC 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 VCRCDC shall be named as additional insured on these policies and a copy of said proof of insurance shall be provided to the VCRCDC 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/> VCRCDC logo available upon request.

**Ventura Watershed Flow Enhancement and Water Resiliency Regional Framework Project, Phase 2
Ventura County Resource Conservation District and Meiners Oaks Water District**

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.

Ventura Watershed Flow Enhancement and Water Resiliency Regional Framework Project, Phase 2
Ventura County Resource Conservation District and Meiners Oaks Water District

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@sbcglobal.net
805-764-5133 Office
Taxpayer ID# 95-2666744

Signatures:

Ventura County Resource Conservation District:

By:  Date: 12.13.2022
Debra Gillis, Executive Director

MOWD:

By: _____ Date: _____

Printed Name & Title: _____

Exhibit A – Work Plan, Deliverables, and Budget

Grant Agreement Number WC-2280AH

Project ID: 2022034

Meiners Oaks Water District Workplan-Scope of Work

Workplan Narrative

Meiners Oaks Water District (MOWD) will provide Design Plans in Task 3 of the VRIF2 Planning grant. This includes three different subtasks as listed below.

1. Task 3.1 (various) Land Resilience Partnership. Engagement, assessments, design, PAEP and streamflow enhancement potential (quality and quantity in AFY/monthly). This programmatic water efficiency and infiltration-based program will be executed in collaboration with other funding and match from various sources that will be documented and reported in final report.
2. Task 3.2a – Meiners Oaks Water District Well Assessment Planning. This task will provide assessment and planning to alternative water to reduce pumping from the Meiners Oaks Water District surface water connected well.
3. Task 3.2b – Advanced Metering Infrastructure for Evaluation of Streamflow Enhancement Dashboard, Outreach and Website updates District. Grantee will develop a meter plan to understand and monitor the water conservation and infiltration opportunities identified and developed under Tasks 3.1a, 3.1b, and 3.2a. This meter plan will include an evaluation metrics baseline report that will be made available to stakeholders. It will also provide outreach from the evaluation metrics baseline report to the Meiners Oaks Water District community. It will also generate the "Protect our River and Water Resilience" Guidance Material for Meiners Oaks Water District Rate Payers, and associated website updates.

Budget Tables

Billable and Match Services

Task 3	Billable Amount	Match Amount
Land Resilience Partnership Program	\$158,000	\$17,000
Meiners Oaks Water District Well Assessment Planning	\$42,000	\$5,000
Advanced Metering Infrastructure for Evaluation of Streamflow Enhancement Dashboard, Outreach and Website updates to District	\$57,897.57	\$22,000
Totals	\$257,897.57	\$44,000

Scope of Work Table

Task	Sub-Task	Date of Deliverable	Statement of Work	Task/Deliverable
3.1 Land Resilience Partnership Program	3.1a Program Management	December 31, 2024	The Grantee will work with partners and subcontractors to complete coordination of the design plans which will include program manual updates, client outreach, team meetings, agreement development, subcontracts with land stewards and final reporting.	Manual update, meeting notes, and subcontracts with land stewards and final reports
	3.1b Site Assessments	December 31, 2024	The Grantee will work with partners and subcontractors to complete site assessments, including geotechnical, and consultation as needed. Between 35-45 small sites will be assessed. Small site assessments will include site analysis map with notes	Site Assessments for 35-45 small sites.
	3.1c Catalog of Projects	September 1, 2024	The Grantee will work with partners and subcontractors to complete concept Catalog of Project schematics to document all streamflow benefit tools from the Ventura River Instream Flow (VRIF) toolkit on a spatial dashboard platform.	15-20 Catalog of Projects
	Task 3.1d 65% Plan Set	September 1, 2024	The Grantee will work with partners and subcontractors to complete 65% design plans including priority tools from VRIF toolkit identified and quantified.	1-2 plan sets
	3.1f PAEP, CEQA, Potential Instream Flow Benefits Documents, and Finalized Permit Applications	November 1, 2024	Potential Instream Flow Benefits Report and PAEP will be delivered for all site assessments and design plans. Draft PAEP will be delivered for 65% design plan.	<ul style="list-style-type: none"> Potential Instream Flow Benefits Report (quality and quantity) for all sites PAEP for 1-2 sites CEQA, as needed for 65% design
Task 3.2a – Meiners Oaks Water District Well Assessment Planning		October 1, 2024	See description above.	<ul style="list-style-type: none"> Well Assessment including Pumping Regime/Feasibility for MOWD alternative well site 65% Design Plan for Implementation Potential Instream Flow Benefits Report (quality and quantity)
Task 3.2b – Advanced Metering Infrastructure		December 1, 2024	See description above.	<ul style="list-style-type: none"> Meter Plan including Water Conservation and Infiltration Opportunities (Tasks 3.1a, b and 3.2a) Outreach materials of Baseline Report to MOWD community Protect our River and Water Resilience Guidance Materials and other website updates for MOWD website/ratepayers