

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL VALLEY REGION

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
OFFICE OF SPILL PREVENTION AND RESPONSE

SETTLEMENT AGREEMENT AND STIPULATION FOR ENTRY OF
CENTRAL VALLEY REGIONAL WATER QUALITY CONTROL BOARD
ADMINISTRATIVE CIVIL LIABILITY ORDER R5-2016-0535

IN THE MATTER OF
SOUTHERN CALIFORNIA EDISON
SHAVER LAKE DAM LINER PROJECT DISCHARGE
FRESNO COUNTY

This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulated Order or Order) is entered into by and between the Executive Officer of the Regional Water Quality Control Board, Central Valley Region (Central Valley Water Board), on behalf of the Central Valley Water Board Prosecution Team (Prosecution Team), the California Department of Fish and Wildlife (DFW) Office of Spill Prevention and Response (OSPR), and Southern California Edison (SCE or Discharger) (collectively known as the Parties) and is presented by the Prosecution Team and the Discharger to the Central Valley Water Board, or its delegee, for adoption as an order by settlement, pursuant to Government Code section 11415.60.

SECTION I: RECITALS

Background

1. SCE operates and maintains Shaver Lake Dam, built in 1927, which impounds Stevenson Creek and ancillary drainages to form Shaver Lake, in Fresno County. The dam and lake are a part of SCE's Big Creek project, which features a complex series of lakes, tunnels, and hydroelectric facilities providing hydroelectric power and water for a range of beneficial uses, including domestic supply and cold water habitat. Shaver Lake has a capacity of about 135,588 acre-feet.
2. Surface water discharges from the dam to Stevenson Creek, then to the San Joaquin River upstream from Redinger Lake and Millerton Lake. Stevenson Creek and the downstream waters are all navigable waters of the state and of the United States.
3. SCE's Big Creek hydroelectric system is subject to the Federal Power Act (16 U.S.C. §§ 791-828c) and is licensed by the Federal Energy Regulatory Commission (FERC). Shaver Lake and Stevenson Creek are part of Big Creek Nos. 2A and 8 (FERC Project No. 67), and releases of water from Shaver Lake

into Stevenson Creek are governed by the FERC license issued on August 9, 1978.

4. The FERC license requires SCE to release a minimum of 2 cubic feet per second between 16 November and 31 March of each year. The FERC license also requires SCE to maintain a minimum reservoir pool of 4,000 acre-feet (elevation of 5,268.73 feet) for Shaver Lake.
5. Pursuant to the FPA, FERC must consider a number of factors during its licensing process, including water quality related concerns. (See 16 U.S.C. § 797, subd. (e).)

Shaver Lake Dam Liner Project

6. In June 2010, SCE began seeking from FERC the authorization necessary for the installation of a geomembrane liner to the upstream face of Shaver Lake Dam. Installation of the liner was determined to be necessary to repair, control leakage, and preserve the dam's structural integrity (the Project). According to documents submitted to FERC by SCE, the Project was scheduled to occur in two phases. Phase 1 would take place between September and December 2010 and would require the reservoir to be lowered to 5,340 feet in order to expose the top 28 feet of the upstream face of the dam to allow for geomembrane liner application. Phase 2 of the Project would take place between September and December 2011 and would require SCE to drain Shaver Lake to allow access to the lake bottom and the concrete face above the outlet. In response to the phased project description, FERC approved SCE's proposed Phase 1 plan subject to seven qualifications and specifically noted that "the full draining of Shaver Lake will require an amendment of the [FERC] license" during Phase 2 of the Project.
7. On 10 February 2011, SCE submitted a *Notification of Lake or Streambed Alteration* to DFW, which noted that, with respect to Phase 2 of the Project, "water must be completely drained from the base of the dam and sediment will need to be temporarily excavated."
8. On 11 February 2011, SCE submitted an application for a Clean Water Act Section 401 Water Quality Certification (401 Certification) for discharge of dredged and/or fill materials for the Project to the Central Valley Water Board in order to obtain Clean Water Act Section 404 coverage for the Project pursuant to U.S. Army Corps of Engineers Nationwide Permit Number 3.¹ SCE's 401 Certification application also noted that with respect to Phase 2 of the Project, "water must be

¹ SCE applied to the U.S. Army Corps of Engineers for Nationwide Permit coverage on 17 February 2011 and was granted coverage on 3 November 2011, subject to the condition that SCE also obtain the 401 Certification.

completely drained from the base of the dam and sediment will need to be temporarily excavated.”

9. The Draft Initial Study and Mitigated Negative Declaration associated with the Project notes that lake elevation prior to initiating the draining was anticipated to be approximately 5,347.56 feet and that “the reservoir will gradually be dewatered (6 September 2011 – 27 October 2011)” and “beginning on 6 September 2011, water will be released from Shaver Lake by way of the low level outlet valve on the Dam into Stevenson Creek and Tunnel 5.” The Mitigated Negative Declaration also contemplates that “flow releases into Stevenson Creek below the dam will be limited to approximately 650 cfs by the capacity of the culverts at creek crossings under Highway 168.” Finally, the Mitigated Negative Declaration includes a dewatering schedule demonstrating the gradual manner in which lake elevations would be lowered during the Project.
10. The 401 Certification application submitted to the Central Valley Water Board describes the Project size as 5 acres in the immediate vicinity of the dam, and notes that the anticipated potential stream flow during the Project is 80 cubic feet per second (cfs). The application describes the following Best Management Practices to avoid or minimize impacts to the waters of the United States resulting from the Project:

All stream water will be protected with the use of culverts. All run-off water will flow to an inflatable cofferdam catch basin. It will then be pumped with submersible water pumps into a culvert system and exit through sediment filter socks to prevent turbidity and dissipate velocity... Effective sediment and erosion control measures will be taken as needed to prevent the entry of sediment into the watercourse. These measures will be evaluated regularly during the course work... Southern California Edison will implement sediment control best management practices including but not limited to: silt fences, fiber rolls, fiber mats, weed free straw for all lay down areas and slopes leading to the streambed. Any area where sedimentation could become a problem will be rip-rapped or mulched with weed free product.

11. On 17 November 2011, the Executive Officer of the Central Valley Water Board issued a 401 Certification to SCE, finding that the Project as described in an attached “Project Information Sheet” prepared by the Central Valley Water Board would comply with applicable provisions of Clean Water Act section 301, 302, 303, 306 and 307, and that the discharge is regulated under State Water Resources Control Board Water Quality Order No. 2003-0017-DWQ “Statewide General Waste Discharge Requirements for Dredged or Fill Discharges that have Received State Water Quality Certification” (General WDRs Order).

12. The 401 Certification generally provides that:

Except insofar as may be modified by any [standard or technical conditions], all certification actions are contingent on (a) the discharge being limited to and all proposed mitigation being completed in strict compliance with the Discharger's project description, the attached "Project Information Sheet," and the Discharger's water quality certification application; and (b) compliance with all applicable requirements of the Central Valley Water Board's Water Quality Control Plan for the Sacramento River and San Joaquin River Basins, Fourth Edition, revised September 2009.

13. The 401 Certification contains a number of Standard Conditions; Standard Conditions No. 5 and 6 state:

All reports, notices, or other documents required by this Certification or requested by the Central Valley Water Board shall be signed by a person described below or by a duly authorized representative of that person.

For a corporation: by a responsible corporate officer such as (1) a president, secretary, treasurer, or vice president of the corporation in charge of a principal business function; (2) any other person who performs similar policy or decision-making functions for the corporation; or (3) the manager of one or more manufacturing, production, or operating facilities if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

Any person signing a document under Standard Condition No. 5 shall make the following certification, whether written or implied:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

14. The 401 Certification includes a number of Additional Technically Conditioned Certification Conditions (Technical Conditions); Technical Condition 2 provides that:

Except for activities permitted by the U.S. Army Corps of Engineers under § 404 of the Clean Water Act, soil, silt, or other organic materials shall not be placed where such materials could pass into surface waters or surface water drainage courses.

15. Technical Condition 3 provides that:

All areas disturbed by Project activities shall be protected from washout or erosion.

16. Technical Condition 5 provides that:

An effective combination of erosion and sediment control Best Management Practices (BMPs) shall be implemented and adequately working during all phases of construction.

17. Technical Condition 7 provides that:

The Discharger shall perform surface water sampling: 1) When performing any in-water work; 2) In the event that Project activities result in any materials reaching surface waters or; 3) When any activities result in the creation of a visible plume in surface waters. The following monitoring shall be conducted immediately upstream out of the influence of the Project and approximately 300 feet downstream of the active work area. Sampling results shall be submitted to this office by the first day of the second month following sampling. The sampling frequency and monitoring locations may be modified for certain projects with written permission from the Central Valley Water Board Executive Officer.

<i>Parameter</i>	<i>Unit</i>	<i>Type of Sample</i>	<i>Frequency of Sample</i>
<i>Turbidity</i>	<i>NTU</i>	<i>Grab</i>	<i>Every 4 hours during in-water work</i>
<i>Settleable Material</i>	<i>ml/L</i>	<i>Grab</i>	<i>Same as above</i>
<i>pH</i>	<i>Standard units</i>	<i>Grab</i>	<i>Daily during concrete repair activity</i>

<i>Visible construction related pollutants</i>	<i>Observation</i>	<i>Visible Inspections</i>	<i>Continuous throughout the construction period</i>
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18. Technical Condition 8 provides that:

Activities shall not cause:

- (a) where natural turbidity is less than 1 Nephelometric Turbidity Units (NTU), increases exceeding 2 NTU;
- (b) where natural turbidity is between 1 and 5 NTU, increases exceeding 1 NTU;
- (c) where natural turbidity is between 5 and 50 NTU, increases exceeding 20 percent;
- (d) where natural turbidity is between 50 and 100 NTU, increases exceeding 10 NTU;
- (e) where natural turbidity is greater than 100 NTU, increases exceeding 10 percent.

In determining compliance with the above limits, appropriate averaging periods may be applied provided that beneficial uses will be fully protected. Averaging periods may only be used with prior permission of the Central Valley Water Board Executive Officer.

19. Technical Condition 9 provides that:

Activities shall not cause settleable material to exceed 0.1 m/L in surface waters as measured in surface waters downstream from the Project.

Project Activities and Turbidity Measurements

20. SCE began dewatering Shaver Lake on or around 28 July 2011. With the exception of 31 August, discharge flows between 228 and 748 cfs were continuously maintained until on or around 14 October, after which discharge rates between 7 and 76 cfs were maintained until on or around 30 November.

21. On 22 November 2011, FERC issued its Order Approving Temporary Variance of Article 37 (Temporary Variance) of SCE's FERC License, which authorized SCE to drain Shaver Lake below the minimum pool level of 4,000 acre-feet (5,268.73 feet).
22. On 30 November 2011, SCE began releases to dewater Shaver Lake below the required minimum pool elevation of 5,268.73 feet above mean sea level. Discharge rates in excess of 100 cfs were maintained until on or around 5 December, after which flows tapered to a relatively steady 10 to 19 cfs.
23. On 11 December 2011, the lake elevation was reduced to the natural stream flow of Stevenson Creek. Discharge rates below 10 cfs were maintained until 21 January 2012, when a storm produced higher influent flows and SCE responded with increased discharge (momentarily up to 112 cfs, tapering to less than 10 cfs by 11 February, where flows were maintained until at least 14 May 2012).
24. On or before 29 November 2011, SCE began daily tracking of turbidity in Stevenson Creek approximately 1,000 feet downstream of the dam using a data logger at gauging station 131. On 29 November the turbidity was 10.9 NTU and steadily increased to 122.7 NTU by 8 December, then rapidly declined to 70.3 NTU by 12 December, followed by a slow steady decline to 28 NTU on 19 January 2012, a spike up to 972.5 NTU on 21 January, followed by a rapid decline to less than 200 NTU on 23 January, followed by a slow decline to 10 NTU on 18 March, and steadily declined to 5 NTU on 14 May 2012, the last day of reported measurement. SCE provided Station 131 data to the California Department of Fish and Wildlife (DFW) in the 26 June 2012 Streambed Alteration Agreement Final Report.
25. Between 16 December 2011 and 2 February 2012, SCE collected turbidity measurements three times per day, using portable field equipment, from three locations: upstream of the cofferdam (within the lakebed but upstream of Project influence), upstream of the construction dam (within the Project footprint), and outside the dam intake (effectively downstream of the Project). Samples from these locations showed turbidity readings of 32.9 NTU and above.
26. On 6 December 2011, SCE staff notified Central Valley Water Board staff that turbidity levels upstream of the construction site and below the dam had exceeded water quality objectives for turbidity.
27. On 7 December 2011, SCE and DFW began implementing the Fish Relocation and Restocking Plan. DFW staff observed high turbidity levels and dead fish in Stevenson Creek.

28. On 8 December 2011, DFW canceled efforts to relocate fish due to unsafe conditions.
29. On 9 December 2011, FERC notified SCE that DFW staff alleged that thousands of fish were killed downstream of Shaver Lake, which led to conversations between SCE, FERC, and DFW to identify action items that included, among other things, actions for turbidity control, cleanup efforts, and the filing of incident reports.
30. On 14 December 2011, SCE sent an email to FERC, DFW and the Central Valley Water Board explaining the events that had occurred, and describing activities that SCE proposed to implement, upon approval by the agencies.
31. On 15 December 2011, and in accordance with action items identified during conversations on 9 December 2011, SCE submitted an Incident Report describing a fish kill which took place during the drawdown of the lake on 7-8 December 2011. Although SCE and DFW disagreed as to the total number of fish killed during the event, the parties agreed that the kill was caused by excess turbidity associated with the release of sediment from behind the dam during the drawdown. The Incident Report provides the results of field turbidity samples collected on 12-13 December 2011, in the presence of Central Valley Water Board staff.

Notice of Violation

32. On 24 February 2012, the Central Valley Water Board issued a Notice of Violation (NOV) to SCE describing violations of 401 Certification Technical Conditions 5 and 8 due to discharges of excess turbidity into Stevenson Creek downstream of the dam beginning 6 December 2011 and continuing through 21 February 2012, and due to failure to implement best management practices to control sediment discharges.
33. SCE submitted a response to the NOV on 13 March 2012. SCE claimed that it did not violate Technical Condition No. 5 because it implemented all best management practices as required based on the Project description and in the Construction Period Erosion Prevention and Contingency Plan (CPEP) approved by DFW as part of the Streambed Alteration Agreement for the Project.
34. SCE's 13 March 2012 response also claimed that it did not violate Technical Condition No. 8 "because the increase in surface water turbidity was not caused by the construction activities addressed in the Board's §401 certification. Rather, the increased turbidity was the result of nonpoint source sediment above the Project area" but within the bed of the lake.

35. On 26 March 2012, SCE submitted a Work Plan in response to the NOV. The Work Plan continued to deny that any violation of the 401 Certification had occurred, and stated that SCE would continue to work with DFW regarding the fish kill.

DFW Investigation

36. DFW completed a “Natural Resources Injury Assessment, Southern California Edison Company, Shaver Lake Dam Liner Project, Streambed Alteration Violation, Pollution Violation, and CEQA Non-Compliance, Impacts of Turbidity, Sedimentation and Scour on Stevenson Creek and the San Joaquin River,” (Injury Assessment) on July 19, 2012. The Injury Assessment describes the DFW investigation beginning with the December 2011 fish kill, and concludes that high sediment releases continued through at least March 2012.
37. The Injury Assessment describes that DFW inspected Stevenson Creek below the dam and the San Joaquin River downstream of its confluence with Stevenson Creek on 13 occasions (7 December, 8 December, and 12 December 2011, 18 January, 9 February, 8 March, 14 March, 23 April, 25 April, 1 May, 11 May, 20 June, and 25 June 2012). During the inspections, DFW identified turbid water, sedimentation, channel scour, bank erosion, fish kills, and/or other environmental damage attributed by CDFW to the Project. (Injury Assessment, pp. 4-10.)
38. The Injury Assessment describes that, below the dam, Stevenson Creek runs 4.3 miles to the San Joaquin River. Much of this stretch of the creek is on a steep gradient, with multiple waterfalls creating migration barriers. Riverine Aquatic Habitat, including rainbow trout spawning habitat, occurs primarily in intervening pools and more gentle creek sections. Pre-Project studies identified potential washout of trout species and anticipated post-Project restocking. Riparian habitat in the Project area is extensive, including multiple special-status plant and animal species, although impact to special status species due to the Project was not anticipated.
39. DFW completed a “Natural Resource Damage Assessment” (NRDA) for the Project sedimentation issues on 25 September 2012. The NRDA finds that excessive flows and sediment released from the dam during the Project caused severe bank erosion and deposited large amounts of sediments into Stevenson Creek and the San Joaquin River. These impacts impaired a number of beneficial uses in the streams, with an estimated restoration cost of \$854,034. The NRDA also notes that “the water remained discolored and turbid through March 2012.”

Turbidity Data and Discharge Dates

40. The Prosecution Team asserts that the 401 Certification application describes the Project as including the draining of Shaver Lake, which would expose and disturb the entire lakebed. Thus, in accordance with Technical Condition 3 and other provisions, the Project's Best Management Practices and monitoring activities should have accounted for turbidity released from the dam due to entrainment of accumulated lakebed sediments resulting from draining and refilling of the lake to facilitate the Project, and SCE is responsible for water quality impacts associated with such sediment releases downstream from the dam.
41. The Prosecution Team also asserts that its investigation of the sediment discharge was hampered by SCE's failure to measure the appropriate natural background turbidity. SCE collected "background" turbidity data from within the lakebed, after the influent streams had picked up accumulated bottom sediment exposed as a result of the Project. The appropriate location for measuring background turbidity would have been upgradient of the point at which accumulated lakebed sediments became entrained in flow influent to the lake (e.g., outside of the lakebed). The "background" turbidity data SCE submitted for the site thus cannot be considered natural background data.
42. The Prosecution Team sought additional turbidity data for Stevenson Creek above Shaver Lake in an effort to estimate the natural turbidity that was present in Stevenson Creek upstream of the Project (upstream of influence by entrained lakebed sediments exposed by lake draining for the Project) and to provide background data to serve as a reference point for evaluation of Project downstream turbidity measurements. CDFW analytical data (Attachment 7 to Injury Assessment) from Stevenson Creek above Shaver Lake (collected 18 January 2012 in the presence of Riley Young of SCE) indicates a turbidity of less than 1 NTU and total suspended solids (TSS) concentration of 0.6 mg/L. Corresponding values in Stevenson Creek below the dam on the same date were 22 NTU and 29.1 mg/L TSS, and the water was described as visibly "turbid."
43. In addition to the upstream turbidity value collected during the subject discharge, the Prosecution Team has obtained turbidity and TSS data from CDFW collected during the SCE Big Creek Relicensing Project. The data includes 2002 data for Stevenson Creek above Shaver Lake and numerous other locations in the general area, as well as some 1979 and 1985 data. The 58 individual turbidity values reported were all less than 5 NTU, averaging 1.42 NTU. Eight of these turbidity measurements were taken on Stevenson Creek upstream of Shaver Lake (at three different locations). The turbidity in Stevenson Creek averaged 1.35 NTU. Central Valley Water Board staff is not aware of any subsequent changes in land use patterns or other sources of turbidity that would prevent these data from being suitable as comparable background data for the 2011-2012 period.

44. Based on the data collected, the Prosecution Team asserts that the period of turbid discharges extended from approximately 29 November 2011, when turbid water was observed in Stevenson Creek and a turbidity of 10.9 NTU was measured at Station 131, until at least 1 April 2012, when the DFW Injury Assessment indicates the lake level had risen far enough that turbid discharge ceased, for a total of 125 days. This period of violation is further supported by SCE turbidity data from grab samples collected from 14 December 2011 to 2 February 2012 (turbidity values from 62 to 307 NTU [field measurements]), as well as turbidity data from the Station 131 (Stevenson Creek downstream) data logger maintained by SCE. The data logger data includes daily turbidity measurements from Stevenson creek below Highway 168, from 29 November 2011 thru 3 March 2012, with turbidity values ranging from 10.9 to 971.6 NTU, including steadily and slowly declining turbidity readings (declining at about 1 NTU per day) during the last week of measurement, with a final turbidity reading of 63 NTU on 3 March 2012.
45. SCE's records indicate that approximately 2,651,000,000 gallons of water discharged from the reservoir into Stevenson Creek during the discharge period. Given the results of the water quality samples, and the fact that the water consistently appeared visibly turbid during inspections, the Prosecution Team asserts it is reasonable to conclude that each gallon discharged was similarly turbid to those sampled and observed.

Inadequate Monitoring Reports

46. In accordance with Technical Condition No. 7, sample results were due by the first day of the second month following sampling. Based on elevated turbidity in Stevenson Creek as early as 29-30 November 2011 (email data from Riley Young, SCE, to Debra Mahnke, Central Valley Water Board), and as late as 20 March 2012 (email data from Riley Young to Debra Mahnke), monitoring reports were due by 1 January, 1 February, 1 March, 1 April, and 1 May 2012. SCE did not submit monitoring reports on these dates.
47. Moreover, although SCE submitted email correspondence and other communications, none of these communications contained the certifications required under Standard Conditions 5 and 6.
48. SCE submitted a copy of its Streambed Alteration Agreement Final Report to the Central Valley Water Board on 26 June 2012. Although that report did not comply with all of the requirements of Technical Condition 7 and Standard Conditions 5 and 6, it provided sufficient information to allow the Board to assess the violations. Therefore, for purposes of this complaint, the reporting violations commenced 3

January 2012, the first business day following the first monitoring report due date, and continued through 26 June 2012, for a total of 176 days of violation.

Legal Authority

49. California Water Code section 13376 requires that a person who proposes to discharge dredged or fill material to navigable waters of the United States shall file a report of waste discharge with the Regional Water Board at least 180 days prior to discharging said dredge or fill materials.
50. Section 301 of the Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. § 1311) prohibits the discharge of pollutants, including dredged spoil, rock and sand, to waters of the United States except in compliance with Section 404 of the Clean Water Act (33 U.S.C. § 1344), among others. Section 404 of the Clean Water Act requires any person proposing to discharge dredged or fill material into navigable waters to obtain a permit from the Army Corps of Engineers. The discharge of accumulated sediment from or through a dam into waters of the United States constitutes a discharge of dredged material and/or fill material that requires a Section 404 permit. (*Greenfield Mills, Inc. v. Macklin* (2004) 361 F.3d 934, 949; U.S. Army Corps of Engineers, Regulatory Guidance Letter No. 05-04, dated August 19, 2005.)
51. Section 401 of the Clean Water Act requires that any person obtaining a Section 404 permit must obtain certification from the State to ensure that that the proposed discharge will not violate applicable water quality objectives.
52. On 19 November 2003, the State Water Resources Control Board adopted Water Quality Order No. 2003-0017-DWQ (General WDRs), pursuant to Water Code section 13263, prescribing statewide general waste discharge requirements (WDRs) for all persons proposing to discharge dredged or fill material to waters of the United States where such discharge is also subject to the water quality certification requirements of Clean Water Act (CWA) Section 401 (Title 33 USC § 1341), and such certification has been issued by the applicable Regional Water Board, unless the applicable Regional Water Board notifies the applicant that the discharge will be regulated through WDRs or waivers of WDRs issued by the Regional Water Board. The General WDRs provide that:
 1. Dischargers shall implement all the terms and conditions of the applicable CWA section 401 Certification issued for the discharge. This provision shall apply irrespective of whether the federal license or permit for which the Certification was obtained is subsequently deemed invalid because the water body subject to the discharge has been deemed outside of federal jurisdiction.

2. Dischargers are prohibited from discharging dredged or fill material to waters of the United States without first obtaining Certification from the applicable RWQCB or SWRCB.
53. The Water Quality Control Plan for the California Regional Water Quality Control Board, Central Valley Region, Fourth Edition, The Sacramento River Basin and San Joaquin River Basin (hereafter Basin Plan) was adopted pursuant to Water Code section 13243 and designates beneficial uses, establishes water quality objectives, contains implementation plans and policies for protecting waters of the basin, and incorporates by reference plans and policies adopted by the State Water Resources Control Board.
54. The Basin Plan designates the beneficial uses of the San Joaquin River and tributaries above Millerton Lake (including Stevenson Creek) as municipal and domestic supply; agricultural supply; hydropower generation; water contact recreation; non-contact water recreation; warm freshwater habitat; cold freshwater habitat; and wildlife habitat. (Basin Plan, p. II-7.00.)
55. The Basin Plan prohibits the discharge of sediment and settleable material into surface waters in a manner that causes nuisance or adversely affects beneficial uses. (Basin Plan, p. III-7.00.) The Basin Plan prohibits the discharge of materials resulting in changes in turbidity that cause nuisance or adversely affect beneficial uses. (Id. at p. III-9.00.)
56. Water Code section 13050, subdivision (m) defines nuisance as anything that meets all of the following requirements:
 1. Is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property.
 2. Affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.
 3. Occurs during, or as a result of, the treatment or disposal of wastes.
57. Fish and Game Code section 5650 makes it unlawful to discharge materials that are deleterious to fish, plant life, mammals, or bird life into state waters.

58. Fish and Game Code section 1602 generally makes it unlawful to substantially change or alter the bed, channel, or bank of, any river, stream, or lake without providing written notification to the Department as prescribed in Fish and Game Code section 1600 et. seq.
59. Fish and Game Code section 12016 provides that any person who discharges or deposits any substance or material deleterious to fish, plant, bird or animal life or their habitat into, or which threatens to enter, the waters of this state is liable civilly to the Department for all actual damages to fish, plant, bird or animal life or their habitat.
60. Fish and Game Code section authorizes the Department of Fish and Wildlife to seek costs incurred in the administration and enforcement of applicable pollution laws.

Alleged Violations

61. The Prosecution Team alleges that SCE failed to define the scope of the Project in its 401 Certification application and corresponding Temporary Variance for FERC license No. 67 broadly enough to include the entire drawdown of Shaver Lake.
 - a. The FERC license expressly provides for minimum release requirements of 3 cfs from April 1 to November 15 and 2 cfs from November 16 to March 31 for the purpose of “protecting fish and wildlife.” While the FERC license is silent on whether larger quantities of water may be released, the Prosecution Team alleges that prolonged high flow releases such as those that occurred during the project violate the provision in the FERC license intended to protect fish and wildlife resources.
62. The Prosecution Team alleges that because the scope of the Project should have been defined broadly enough to include the entire drawdown of Shaver Lake, a temporary variance covering the entire drawdown would have also triggered the requirement for SCE to obtain a new 401 Certification from the State Water Board. The Project resulted in an increased discharge in both velocity and duration (separate from discharges during normal operation) that created or caused a risk to water quality and thus, was subject to 401 Certification (see *Alabama Rivers Alliance v. Federal Energy Resource Commission* (2003) 325 F. 3d. 290,296.). At no time during implementation of the Project did SCE Apply to the State Water Board for 401 Certification for the temporary variance.
63. The Prosecution Team alleges that, even if the entire drawdown of Shaver Lake did not trigger 401 Certification, the drawdown past minimum pool *did* trigger the need to obtain 401 Certification from the State Water Board for the temporary variance. Draining Shaver Lake past minimum pool resulted in an increase in

discharge from normal operation that resulted in a material adverse impact on water quality, as evidenced by the DFW's NRIA and NRDA. Title 18 CFR § 5.23 requires that "a new request for water quality certification [be made] if the amendment would have a material adverse impact on the water quality in the discharge from the project or proposed project." Given the material adverse impact that occurred, SCE should have first obtained 401 Certification from the State Water Board for the temporary variance.

64. The Prosecution Team alleges that SCE violated the 401 Certification issued by the Central Valley Water Board by discharging waste and failing to file adequate reports as required under Standard Conditions 5 and 6 and Technical Conditions 2, 3, 5, 7, 8 and 9. This subjects the Discharger to liability under Water Code section 13385.
65. The Prosecution Team alleges that SCE violated Water Code section 13376 and Section 301 of the Clean Water Act by discharging accumulated sediment from Shaver Lake into waters of the United States without first filing a report of waste discharge or obtaining a Section 404 permit. This subjects the Discharger to liability under Water Code section 13385.
66. The Prosecution Team alleges that SCE violated Water Quality Order No. 2003-0017-DWQ by failing to implement Standard Conditions 5 and 6, and Technical Conditions 2, 3, 5, 7, 8 and 9 of the Project's 401 Certification. This subjects the Discharger to liability under Water Code section 13350.
67. The Prosecution Team alleges that SCE violated prohibitions in the Basin Plan by discharging accumulated sediment from Shaver Lake into waters of the United States in a manner that adversely affected beneficial uses and caused nuisance conditions as defined by Water Code section 13050. This subjects the Discharger to liability under either Water Code section 13350 or 13385.
68. The Department of Fish and Wildlife alleges that the Discharger violated Fish and Game Code sections 5650 and 1602.
69. The Discharger does not concede the veracity or applicability of any of the statutory violations alleged in Paragraphs 61 through 68 above to the operation of Shaver Lake and implementation of the Project from October 1, 2011 through 1 April 2012.

Settlement

70. The Parties have engaged in settlement negotiations and agree to settle the matter without administrative or civil litigation and, for the Prosecution Team and

the Discharger, by presenting this Stipulated Order to the Central Valley Water Board, or its delegee, for adoption as an order by settlement pursuant to Government Code section 11415.60.

71. The Parties disagree over whether the alleged turbidity violations should also take into account the volume discharged using the per gallon penalty methodology analysis in the State Water Resources Control Board's (State Water Board) Water Quality Enforcement Policy (Enforcement Policy) (see Attachment A). Though the Prosecution Team's penalty methodology analysis included a per gallon assessment for the alleged turbidity violations, in negotiating the agreed upon liability amount imposed by this Order, the Parties generally relied on the total number of days of violation for both alleged discharge and non-discharge violations. Due to disagreement over the specific total volume discharged and the appropriateness of a per gallon assessment, the Parties considered the total volume discharged generally as an "other factor as justice may require" to determine the agreed upon liability discussed below.
72. The liability imposed by this Order is consistent with a reasonable liability determination using the penalty methodology in the State Water Board's Enforcement Policy (see Attachment A for the specific penalty calculation). The Prosecution Team believes that the resolution of the alleged violations set forth herein is fair and reasonable and fulfills all of its enforcement objectives, that no further action is warranted concerning those violations, except as provided in this Stipulated Order, and that this Stipulated Order is in the best interest of the public. The Discharger agrees to the settlement of this matter without conceding liability.

SECTION II: STIPULATIONS

The Parties stipulate to the following:

73. **Administrative Civil Liability:** The Discharger hereby agrees to pay **two million seventy seven thousand fifty three dollars (\$2,077,053)** to the Central Valley Water Board to resolve the alleged Water Code violations, and **nine hundred twenty two thousand nine hundred forty seven dollars (\$922,947)** to DFW to resolve the alleged Fish and Game Code violations, for a total of **three million dollars (\$3,000,000)** in stipulated administrative civil liability, specifically:
 - a. **For the Department of Fish and Wildlife:** A total of **nine hundred twenty two thousand nine hundred forty seven dollars (\$922,947)**, shall be paid as follows:
 - i. **Sixty eight thousand nine hundred thirteen dollars (\$68,913)** shall be paid to the California Department of Fish and Wildlife Fish and Wildlife Pollution Account to cover DFW's staff costs. Payment

shall be made no later than thirty (30) days following execution of this Order by the Central Valley Water Board or its delegee, by check or money order payable to the *Department of Fish and Wildlife Fish and Wildlife Pollution Account* and sent by certified mail to: Wendy Johnson, Staff Counsel III, Department of Fish and Wildlife, Office of Spill Prevention and Response/Legal Unit, P.O. Box 160362, Sacramento, CA 95816-0362.

- ii. **Eight hundred fifty four thousand thirty four dollars (\$854,034)** shall be paid to the National Fish and Wildlife Foundation (NFWF) for placement in the California Environmental Management Fund (Environmental Fund for Habitat and Incident Specific Restoration Projects) to be expended by NFWF to fund aquatic restoration projects and/or environmental protection projects benefitting the Central Valley. This amount shall address the interim loss to natural resources damages caused by the discharge. Payment shall be made no later than thirty (30) days following execution of this Order by the Central Valley Water Board or its delegee, by check or money order payable to the *National Fish and Wildlife Foundation* and sent by certified mail to: Michelle Olson, Manager, Impact-Directed Environmental Accounts, National Fish and Wildlife Foundation, 1133 15th Street NW, Suite 1100, Washington, D.C. 20005. A pdf copy of the transmittal letter shall be sent to Wendy Johnson, Department of Fish and Wildlife at wendy.johnson@wildlife.ca.gov.

- b. **For the Central Valley Water Board: A total of two million seventy seven thousand fifty three dollars (\$2,077,053)**, shall be paid as follows:
 - i. Administrative Civil Liability. **One million thirty eight thousand five hundred fifty three dollars (\$1,038,553)** shall be paid to the Waste Discharge Permit Fund. Payment shall be made no later than thirty (30) days following execution of this Order by the Central Valley Water Board or its delegee, by check payable to the *Waste Discharge Permit Fund*, and referencing the number of this Order. The Discharger shall send the original signed check to State Water Resources Control Board, Accounting Office, ATTN: ACL Payment, P.O. Box 1888, Sacramento, CA 95812-1888. Copies of the check shall be sent to Clay Rodgers, Regional Water Quality Control Board, Central Valley Region, 1685 E Street, Fresno, CA 93706 and David Boyers, State Water Resources Control Board, Office of Enforcement, P.O. Box 100, Sacramento, CA 95812.

- ii. Rose Foundation SEPs. **Five hundred nineteen thousand two hundred fifty dollars (\$519,250)** shall be paid to fund SEPs implemented through the Rose Foundation. Payment shall be made no later than thirty (30) days following execution of this Order by the Central Valley Water Board or its delegee, in the form of a single check payable to the “Rose Foundation.” Payment shall be sent to the following address: Rose Foundation, 1970 Broadway, Suite 600, Oakland, CA 94612-2218, Attn: Tim Little. Copies of the check shall be sent to Clay Rodgers, Regional Water Quality Control Board, Central Valley Region, 1685 E Street, Fresno, CA 93706 and David Boyers, State Water Resources Control Board, Office of Enforcement, P.O. Box 100, Sacramento, CA 95812.
- iii. Rose Foundation SEP Oversight Costs. **Twelve thousand four hundred sixty two thousand dollars (\$12,462)** shall be paid for oversight costs for the specific projects identified below in Paragraph 65. Payment shall be made no later than thirty (30) days following execution of this Order by the Central Valley Water Board or its delegee, in the form of a single check payable to the “Rose Foundation.” Payment shall be sent to the following address: Rose Foundation, 1970 Broadway, Suite 600, Oakland, CA 94612-2218, Attn: Tim Little. Copies of the check shall be sent to Clay Rodgers, Regional Water Quality Control Board, Central Valley Region, 1685 E Street, Fresno, CA 93706 and David Boyers, State Water Resources Control Board, Office of Enforcement, P.O. Box 100, Sacramento, CA 95812.
- iv. National Fish and Wildlife Foundation SEP. **Five hundred nineteen thousand two hundred fifty dollars (\$519,250)** shall be paid to the NFWF Environmental Fund for Habitat and Incident Specific Projects to be expended by NFWF to fund aquatic restoration projects benefitting Fresno and/or Madera County watersheds. Payment shall be made no later than thirty (30) days following execution of this Order by the Central Valley Water Board or its delegee, by check or money order payable to the *National Fish and Wildlife Foundation* and sent by certified mail to: Michelle Olson, Manager, Impact-Directed Environmental Accounts, National Fish and Wildlife Foundation, 1133 15th Street NW, Suite 1100, Washington, D.C. 20005. A pdf copy of the transmittal letter shall be sent to Wendy Johnson, Department of Fish and Wildlife at wendy.johnson@wildlife.ca.gov.

74. **Supplemental Environmental Projects:** The Discharger and the Central Valley Water Board agree that the payments specified in Sections II.73.b.ii, iii, and iv are for Supplemental Environmental Projects (SEPs), and that the combined amounts for 73.b.ii, iii, and iv (SEP Amount) will be treated as a Suspended Administrative Civil Liability at the time of actual payment for purposes of this Stipulated Order. The Board is entitled to recover any funds that are not expended in accordance with this Stipulated Order.

- a. **Rose Foundation SEPs Description:** The goal of these SEPs is to address water quality issues in the Southern Joaquin Valley with disadvantaged communities in Fresno, Tulare and Kern counties. The SEP Amount will fund projects to the following organizations through the Rose Foundation:
- i. Center on Race Poverty and Environment [*South San Joaquin Valley Watershed Improvement Programs: Promoting Community Participation*];
 - ii. Central California Environmental Justice Network [*Advancing Community Engagement to Monitor, Report Hazards, and Preserve the Water Quality of Fresno and Kern Counties II*];
 - iii. El Quinto Sol [*Water and the Right to Know*];
 - iv. Leadership Counsel for Justice and Accountability [*Septic Conversion and Consolidation Project*];
 - v. Self-Help Enterprise [*DAC Engagement in Regional Water Planning*]; and
 - vi. Wild Places [*Kern/Tule Watersheds Disadvantaged Communities Water Quality Improvement and Outreach*].

The SEP Amount will also fund oversight, monitoring, and necessary costs associated with the SEP reporting requirements. Detailed project descriptions, including milestones, budget and performance measures are provided in Attachment B and Addendum to Attachment B.

- b. **National Fish and Wildlife Foundation SEPs Description:** The goal of projects funded by the NFWF Environmental Fund for Habitat and Incident Specific Projects is to implement habitat restoration projects which benefit habitat types similar to those injured by the discharge or release. A copy of the Memorandum of Agreement between the Department of Fish and Wildlife and the National Fish and Wildlife Foundation is provided in Attachment C. The SEP Amount associated with this project includes the 2% administrative overhead upon deposit and a separate administrative fee of 3% of all disbursements from the Habitat Restoration Fund.

- c. **Publicity:** Should Discharger or its agents or subcontractors publicize one or more elements of any one or more of the SEPs, they shall state in a **prominent manner** that the project(s) is/are being partially funded as part of the settlement of an enforcement action by the Central Valley Water Board and DFW against the Discharger.
75. **Commitment to Work Cooperatively:** The Discharger commits to working cooperatively with the Central Valley Water Board and other utilities to develop best practices and procedures to ensure that similar violations resulting from dam maintenance do not occur in the future. This commitment to work cooperatively will be memorialized by the Central Valley Water Board and the Discharger in a separate Memorandum of Understanding.
76. **Compliance with Applicable Laws:** The Discharger understands that payment of administrative civil liability in accordance with the terms of this Stipulated Order and or compliance with the terms of this Stipulated Order is not a substitute for compliance with applicable laws, and that future and/or continuing violations of the type alleged in the Complaint may subject it to further enforcement, including additional administrative civil liability.
77. **Party Contacts for Communications related to Stipulated Order:**
- For the Regional Water Board:
Clay Rodgers
Regional Water Quality Control Board
Central Valley Region
1685 E Street
Fresno, CA 93706
- For DFW:
Wendy Johnson
Staff Counsel III, Specialist
Department of Fish and Wildlife
Office of Spill Prevention and Response
1700 K Street, Suite 250
Sacramento, CA 95811
- For the Discharger:
Kelly O'Donnell Henderson
Southern California Edison
PO Box 800
Rosemead, CA 91770-3714
- Theresa A. Dunham

Somach Simmons & Dunn
500 Capitol Mall, Suite 1000
Sacramento, CA 95814

78. **Attorney's Fees and Costs:** Each Party shall bear all attorneys' fees and costs arising from the Party's own counsel in connection with the matters set forth herein.
79. **Matters Addressed by Stipulation:** Upon the Central Valley Water Board's adoption of this Stipulated Order, this Order represents a final and binding resolution and settlement of all claims, violations or causes of action that could have been asserted against the Discharger by the Prosecution Team or DFW as of the effective date of this Stipulated Order based on the specific facts alleged in this Order ("Covered Matters"). The provisions of this Paragraph are expressly conditioned on the full payment of the stipulated administrative civil liability, in accordance with Stipulation Paragraph 1 herein.
80. **Public Notice:** The Parties understand that this Stipulated Order must be noticed for a 30-day public review and comment period prior to consideration by the Central Valley Water Board or its delegee. In the event objections are raised during the public review and comment period, the Central Valley Water Board or its delegee may require a public hearing regarding this Stipulated Order. In that event, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the proposed Order as necessary or advisable under the circumstances. If significant new information is received that reasonably affects the propriety of presenting this Stipulated Order to the Central Valley Water Board, or its delegee, for adoption, the Executive Officer may unilaterally declare this Stipulated Order void and decide not to present it to the Central Valley Water Board or its delegee. The Discharger agrees that it may not rescind or otherwise withdraw the approval of this proposed Stipulated Order by its governing bodies.
81. **Addressing Objections Raised During Public Comment Period:** The Parties agree that the procedure contemplated for the Central Valley Water Board's adoption of the settlement by the Parties and review by the public, as reflected in this Stipulated Order, is lawful and adequate. In the event procedural objections are raised prior to the Stipulated Order becoming effective, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the procedure as necessary or advisable under the circumstances.
82. **No Waiver of Right to Enforce:** The failure of the Prosecution Team, the Central Valley Water Board or DFW to enforce any provision of this Stipulated Order shall in no way be deemed a waiver of such provision, or in any way affect the validity of the Order. The failure of the Prosecution Team, the Central Valley Water Board or

DFW to enforce any such provision shall not preclude any of them from later enforcing the same or any other provision of this Stipulated Order.

83. **Central Valley Water Board and DFW Shall Not Enforce on Each Other's Behalf:** The Central Valley Water Board and DFW are each responsible for enforcing this Order with respect to the matters falling under their respective jurisdictions. The Central Valley Water Board shall not enforce provisions of this Order for which DFW has jurisdiction under the Fish and Game Code, and DFW shall not enforce provisions of this Order for which the Central Valley Water Board has jurisdiction under the Water Code and/or the Clean Water Act.
84. **Interpretation:** This Stipulated Order shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party. The Parties are represented by counsel in this matter.
85. **Modification:** This Stipulated Order shall not be modified by any of the Parties by oral representation made before or after its execution. All modifications must be in writing, signed by all Parties, and approved by the Central Valley Water Board or its delegee.
86. **If Order Does Not Take Effect:** In the event that this Stipulated Order does not take effect because it is not approved by the Central Valley Water Board, or its delegee, or is vacated in whole or in part by the State Water Board or a court, the Parties acknowledge that the Discharger and the Prosecution Team expect to proceed to a contested evidentiary hearing before the Central Valley Water Board to determine whether to assess administrative civil liabilities for the underlying alleged Water Code violations, unless the Parties agree otherwise. The Parties agree that all oral and written statements and agreements made during the course of settlement discussions, including but not limited to this Stipulated Order, will not be admissible as evidence in the hearing. The Parties agree to waive any and all objections based on settlement communications in this matter, including, but not limited to:
 - f. Objections related to prejudice or bias of any of the Central Valley Water Board members or their advisors and any other objections that are premised in whole or in part on the fact that the Central Valley Water Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions as a consequence of reviewing the Stipulation and/or the Order, and therefore may have formed impressions or conclusions prior to any contested evidentiary hearing on the Complaint in this matter; or
 - g. Laches or delay or other equitable defenses based on the time period for administrative or judicial review to the extent this period has been

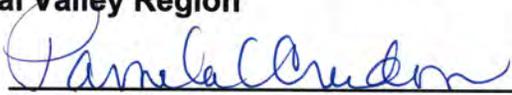
extended by these settlement proceedings. For purposes of this provision, the settlement proceedings are deemed to have begun on 2 October 2014 when SCE received an administrative draft ACLC from the Central Valley Water Board and are deemed to end on the date that the Central Valley Water Board fails to approve the Stipulated Order, or on the date that the Stipulated Order is vacated in whole or part by the State Water Board or a court, whichever occurs first. SCE does not waive objections based on laches or delay or other equitable defenses based on the time period for administrative or judicial review that otherwise exist outside of the extension of time specific to the period of time associated with these settlement proceedings.

87. **No Admission of Liability:** In settling this matter, the Discharger does not admit to any of the findings in this Stipulated Order, or that it has been or is in violation of the Water Code, Fish and Game Code, or any other federal, state, or local law or ordinance; however, the Discharger recognizes that this Stipulated Order may be used as evidence of a prior enforcement action consistent with Water Code section 13327 or section 13385, subdivision (e).
88. **Waiver of Hearing:** The Discharger has been informed of the rights provided by Water Code section 13323, subdivision (b), and hereby waives its right to a hearing before the Central Valley Water Board prior to the adoption of the Stipulated Order.
89. **Waiver of Right to Petition:** The Discharger hereby waives its right to petition the Central Valley Water Board's adoption of the Stipulated Order, as written, for review by the State Water Board, and further waives its rights, if any, to appeal the same to a California Superior Court and/or any California appellate level court.
90. **Covenant Not to Sue:** The Discharger covenants not to sue or pursue any administrative or civil claim(s) against any State Agency or the State of California, its officers, Board Members, employees, representatives, agents, or attorneys arising out of or relating to any matter expressly addressed by the Stipulated Order.
91. **Central Valley Water Board and DFW Are Not Liable:** DFW, the Central Valley Water Board members, the Central Valley Water Board staff, attorneys, or representatives shall not be liable for any injury or damage to persons or property resulting from acts or omissions by the Discharger, its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulated Order.
92. **Authority to Bind:** Each person executing this Stipulated Order in a representative capacity represents and warrants that he or she is authorized to

92. **Authority to Bind:** Each person executing this Stipulated Order in a representative capacity represents and warrants that he or she is authorized to execute this Stipulated Order on behalf of and to bind the entity on whose behalf he or she executes the Order.
93. **No Third Party Beneficiaries:** This Stipulated Order is not intended to confer any rights or obligations on any third party or parties, and no third party or parties shall have any right of action under this Stipulated Order for any cause whatsoever.
94. **Severability:** The terms of this Stipulated Order are severable; should any provision be found invalid, the remainder shall be in full force and effect.
95. **Effective Date:** This Stipulated Order shall be effective and binding on the Parties upon the date the Central Valley Water Board, or its delegee, enters the Order.
96. **Counterpart Signatures; Facsimile and Electronic Signature:** This Stipulated Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document. Further, this Stipulated Order may be executed by facsimile or electronic signature, and any such facsimile or electronic signature by any Party hereto shall be deemed to be an original signature and shall be binding on such Party to the same extent as if such facsimile or electronic signature were an original signature.

IT IS SO STIPULATED.

**California Regional Water Quality Control Board Prosecution Team
Central Valley Region**

By: 
Pamela C. Creedon
Executive Officer

Date: 7-6-2016

**California Department of Fish and Wildlife,
Office of Spill Prevention and Response**

By: _____
Thomas Cullen
Administrator

Date: _____

execute this Stipulated Order on behalf of and to bind the entity on whose behalf he or she executes the Order.

93. **No Third Party Beneficiaries:** This Stipulated Order is not intended to confer any rights or obligations on any third party or parties, and no third party or parties shall have any right of action under this Stipulated Order for any cause whatsoever.
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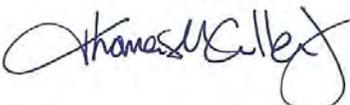
IT IS SO STIPULATED.

**California Regional Water Quality Control Board Prosecution Team
Central Valley Region**

By: _____
Pamela C. Creedon
Executive Officer

Date: _____

**California Department of Fish and Wildlife,
Office of Spill Prevention and Response**

By: 
Thomas M. Cullen, Jr.
Administrator

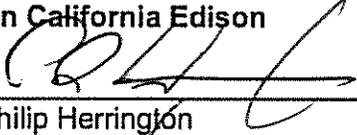
Date: 7/12/16

Settlement Agreement and Stipulated
Administrative Civil Liability Order R5-2016-0535
Southern California Edison
Shaver Lake Dam Liner Project Discharge, Fresno County

- 25 -

FOR THE DISCHARGER:
Southern California Edison

By: _____


Philip Herrington
Vice President of Power Production
Southern California Edison

Date: _____

7/29/16

SECTION III: ORDER OF THE CENTRAL VALLEY WATER BOARD

1. The terms of the foregoing Stipulated Order are fully incorporated herein and made part of this Order of the Central Valley Water Board.
2. In adopting this Stipulated Order, the Central Valley Water Board or its delegee has considered, where applicable, each of the factors prescribed in CWC sections 13327 and 13385(e), and has applied the Penalty Calculation Methodology set forth in the State Water Board's Enforcement Policy as shown in Exhibit A, which is incorporated herein by this reference. The consideration of these factors is based upon information and comments obtained by the Central Valley Water Board's staff in investigating the allegations set forth in the Stipulated Order, or otherwise provided to the Central Valley Water Board or its delegee by the Parties and members of the public.
3. This is an action to enforce the laws and regulations administered by the Central Valley Water Board. The Central Valley Water Board finds that issuance of this Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code, sections 21000 et seq.), in accordance with section 15321, subdivision (a)(2), Title 14, of the California Code of Regulations.
4. The Executive Officer of the Central Valley Water Board is authorized to refer this matter directly to the Attorney General for enforcement if the Discharger fails to perform any of its obligations under this Order.

Pursuant to Water Code section 13323 and Government Code section 11415.60, **IT IS HEREBY ORDERED** by the California Regional Water Quality Control Board, Central Valley Region.

By:



Adam W. Laputz
Assistant Executive Officer

Date:

10-6-2016

Attachment A: Penalty Calculation Methodology
Attachment B: Rose Foundation Supplemental Environmental Projects Summaries
Attachment C: Memorandum of Agreement between DFW and NFWF

Attachment A – ACL Order R5-2016-0535
Specific Factors Considered for Administrative Civil Liability
Southern California Edison Shaver Lake Dam Liner Project Discharge

The State Water Board's *Water Quality Enforcement Policy* (Enforcement Policy) establishes a methodology for determining administrative civil liability by addressing the factors that are required to be considered under California Water Code section 13385(e). Each factor of the nine-step approach is discussed below, as is the basis for assessing the corresponding score. The Enforcement Policy can be found at:
http://www.waterboards.ca.gov/water_issues/programs/enforcement/docs/enf_policy_final111709.pdf.

STEP 1 – Potential for Harm for Discharge Violations

The “potential harm to beneficial uses” factor considers the harm that may result from exposure to the pollutants in the discharge, while evaluating the nature, circumstances, extent, and gravity of the violation(s). A three-factor scoring system is used for each violation or group of violations: (1) the potential for harm to beneficial uses; (2) the degree of toxicity of the discharge; and (3) whether the discharge is susceptible to cleanup or abatement.

Factor 1: Harm or Potential Harm to Beneficial Uses

This factor evaluates direct or indirect harm or potential for harm from the discharge. A score between 0 and 5 is assigned based on a determination of whether the harm or potential for harm to beneficial uses ranges from negligible (0) to major (5). “Major” harm to beneficial uses includes “high threat to beneficial uses (i.e., significant impacts to aquatic life or human health, long term restrictions on beneficial uses (e.g., more than five days), high potential for chronic effects to human or ecological health).” (Enforcement Policy, at p. 12.)

The designated beneficial uses of Stevenson Creek and the San Joaquin River that could be impacted by the discharge from the Shaver Lake dam relining project (Project) include municipal and domestic supply; agricultural supply; power generation; water contact recreation; noncontact water recreation; warm freshwater habitat; cold freshwater habitat; and wildlife habitat. Warm and cold freshwater habitats were the beneficial uses most obviously affected by the discharge from Shaver Lake. The 19 July 2012 Natural Resources Injury Assessment (NRIA) completed by the California Department of Fish and Game, now the California Department of Fish and Wildlife (CDFW), concludes that the discharge adversely impacted sections of Stevenson Creek, due to suspended sediment, scour and sediment deposition, over its entire 4.3- mile course to the San Joaquin River, and adversely impacted the San Joaquin river by suspended sediment and sediment deposition over its 2.1 mile course to Redinger Lake. The NRIA concludes that suspended sediment concentrations produced lethal or para-lethal effects on the fisheries; including all fish taxa, amphibians, and invertebrates. Adverse impacts may have begun as early as the March thru October 2011 releases from Shaver Lake at flows between 107 and 860 cfs, although such impacts certainly began no later than 29 November 2011, and continued until approximately 1 April 2012. CDFW surveys in Stevenson Creek as recent as August 2013 continued to show zero to minimal aquatic life.

The observed harm to beneficial uses was determined to be “Major” and a score of 5 is assigned for this factor.

Factor 2: The Physical, Chemical, Biological or Thermal Characteristics of the Discharge

A score between 0 and 4 is assigned based on a determination of the risk or threat of the discharged material. "Potential receptors" are those identified considering human, environmental, and ecosystem exposure pathways. A score of 2 is appropriate where the chemical and/or physical characteristics of the "*discharged material poses a moderate risk or threat to potential receptors (i.e., the chemical and/or physical characteristics of the discharged material have some level of toxicity or pose a moderate level of concern regarding receptor protection)*". (Enforcement Policy, at p. 13.)

Discharges of sediment can cloud the receiving water (which reduces the amount of sunlight reaching aquatic plants), clog fish gills, smother aquatic habitat and spawning areas, and impede navigation. Stevenson Creek downstream of the dam and the San Joaquin River above Redinger Lake were both significantly affected by increased siltation and turbidity resulting in a moderate risk because of increased turbidity, reduced light, reduced clarity in the stream flow.

The discharged material posed a moderate risk or threat to potential receptors, therefore, a score of 2 was assigned for this factor.

Factor 3: Susceptibility to Cleanup or Abatement

A score of 0 is assigned for this factor if 50% or more of the discharge is susceptible to cleanup or abatement. A score of 1 is assigned if less than 50% of the discharge is susceptible to cleanup or abatement. This factor is evaluated regardless of whether the discharge was actually cleaned up or abated by the discharger.

Less than 50% of the discharge from Shaver Lake was susceptible to cleanup or abatement, as the discharge entered Stevenson Creek, subsequently, the San Joaquin River, and finally, Redinger Lake. Therefore, a factor of 1 is assigned.

Final Score – "Potential for Harm"

The scores of the three factors are added to provide a Potential for Harm score for each violation or group of violations. In this case, a final score of **8** was calculated. The total score is then used in Step 2, below.

STEP 2 – Assessment for Discharge Violations

Per Day Assessments for Discharge Violations

When there is a discharge, the Board is to determine an initial liability amount on a per day basis using the same Potential for Harm factor score (8) and the extent of Deviation from Requirement. The Deviation from Requirement reflects the extent to which the violation deviates from the specific requirement (effluent limitation, prohibition, monitoring requirement, etc.) that was violated. For this discharge, the Deviation from Requirement is considered "**major.**" While the Discharger did obtain 401 certification from the Central Valley Water Board for purposes of the dredging activities within the 5-acre area in the immediate vicinity of the dam before discharging pollutants to waters of the U.S, the discharger exceeded the effluent limitation for turbidity, due at least in part to failure to employ effective best management practices (BMPs) to limit turbidity within the lake prior to discharge. Technical Condition 5

required SCE to implement “an effective combination of erosion and sediment control BMPs” during all phases of construction. The Prosecution Team alleges that this requirement was rendered ineffective its essential functions as demonstrated by turbid discharges that lasted for a period of approximately 125 days.

The “per day” factor (determined from Table 2 of the Enforcement Policy) is **0.6**.

The sediment-laden discharge that is the subject of this enforcement action occurred for a total of **125 days** (29 November 2011 through 1 April 2012). Therefore, the Per Day Assessment is calculated as (0.6 factor from Table 2) x (125 days) x (\$10,000 per day). The value is **\$750,000**. The **Initial Amount of the ACL** for Discharge Violations is thus \$750,000.

STEP 3 – Per Day Assessment for Non-Discharge (Reporting) Violations

The Enforcement Policy states that the Board shall calculate an initial liability for each non-discharge violation. In this case, reporting violations for failure to report the monitoring data as required in the 401 Cert are non-discharge violations.

Standard Conditions No. 5 and No. 6 state:

All reports, notices, or other documents required by this Certification or requested by the Central Valley Water Board shall be signed by a person described below or by a duly authorized representative of that person.

For a corporation: by a responsible corporate officer such as (1) a president, secretary, treasurer, or vice president of the corporation in charge of a principal business function; (2) any other person who performs similar policy or decision-making functions for the corporation; or (3) the manager of one or more manufacturing, production, or operating facilities if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

Any person signing a document under Standard Condition No. 5 shall make the following certification, whether written or implied:

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

Technical Condition No. 7 states:

The Discharger shall perform surface water sampling: 1) When performing any in-water work; 2) In the event that Project activities result in any materials reaching surface waters or; 3) When any activities result in the creation of a visible plume in surface waters. The following monitoring shall be conducted immediately upstream out of the influence of the Project (emphasis added) and approximately 300 feet downstream of the active work area. Sampling results shall be submitted to this office by the first day of the second month following sampling.

The sampling frequency and monitoring locations may be modified for certain projects with written permission from the Central Valley Water Board Executive Officer.

Parameter	Unit	Type of Sample	Frequency of Sample
<i>Turbidity</i>	<i>NTU</i>	<i>Grab</i>	<i>Every 4 hours during in-water work</i>
<i>Settleable Material</i>	<i>ml/L</i>	<i>Grab</i>	<i>Same as above</i>
<i>pH</i>	<i>Standard Units</i>	<i>Grab</i>	<i>Daily during concrete repair activity</i>
<i>Visible construction related pollutants</i>	<i>Observation</i>	<i>Visible Inspections</i>	<i>Continuous throughout the construction period</i>

Reporting Violation Description

Signed monitoring reports were not received by Central Valley Water Board staff, in violation of Standard Conditions No. 5 and No. 6.

In accordance with Technical Condition No. 7, sample results were due by the first day of the second month following sampling. Such monitoring reports were the only reporting specifically required under the Certification. SCE provided numerous informal data submittals, primarily turbidity data, to Central Valley Water Board staff, via e-mail, between 8 December 2011 and 21 March 2012. These informal submittals addressed certain day-to-day data needs of Central Valley Water Board staff, but provided no signed and certified reports and also failed to provide settleable material data (instead providing total suspended solids data, for which no compliance limit was established in the Certification) – in violation of Technical Condition No. 7. Moreover, as evidenced in the discussion below, the data submittals did not provide upstream sample data out of the influence of the Project.

Based on elevated turbidity in Stevenson Creek as early as 29-30 November 2011 (e-mail data from Riley Young [SCE] to Debra Mahnke [Central Valley Water Board]) and as late as 20 March 2012 (21 March 2012 e-mail from Riley Young to Debra Mahnke), monitoring reports were due by 1 January, 1 February, 1 March, 1 April, and 1 May 2012.

The period of violation is judged to have extended from 3 January 2012, the first (business day following the first monitoring report due date, thru 26 June 2012, the date of SCE’s submittal of the *Streambed Alteration Agreement Final Report...* to the CDFW (despite the absence of required report elements, as described above), for a total of **176** days of violation.

Violations under Water Code section 13385 may be assessed on a per day basis. However, the violations discussed in this section are reporting violations and therefore qualify for the alternative approach to penalty calculation under the Enforcement Policy (page 30). Under that approach, for violations that last more than thirty (30) days, the daily assessment can be less than the calculated daily assessment, provided that it is no less than the per day

economic benefit, if any, resulting from the violation. For these cases, the Central Valley Water Board must make express findings that the violation: (1) is not causing daily detrimental impacts to the environment or the regulatory program; or (2) results in no economic benefit from the illegal conduct that can be measured on a daily basis; or (3) occurred without the knowledge or control of the violator, who therefore did not take action to mitigate or eliminate the violation. If one of these findings is made, an alternate approach to penalty calculation for multiple day violations may be used.

Here, the Central Valley Water Board finds that the Discharger's failure to submit adequate monitoring reports is not causing daily detrimental impacts to the environment or the regulatory program. There is no evidence that the Dischargers' failure to submit adequate monitoring reports has detrimentally impacted the environment on a daily basis, since providing such reports does not result in an immediate evaluation of, or changes in, practices that could be impacting water quality. There is no daily detrimental impact to the regulatory program because the information that would have been provided by the Discharger pursuant to the 401 Certification requirements would have been provided on an intermittent, rather than daily basis.

Moreover, the Discharger's failure to submit adequate monitoring reports results in no economic benefit that can be measured on a daily basis. Rather, the economic benefit here is associated with avoided costs.

Either of the findings above justifies use of the alternate approach to penalty calculation for multiple day violations. The alternate approach assesses daily penalties for the first day of violation, plus an assessment for each five-day period of violation until the 30th day, plus an assessment of one day for each thirty days of violation thereafter. Applying this assessment method on the total 176 violations days reduces the assessed penalty days to 11.

Non-Discharge Violation Penalty Calculation

An initial liability factor is calculated for each non-discharge violation, considering Potential for Harm and the extent of deviation from applicable requirements. Utilizing Table 3 (Enforcement Policy, Page 16), a Moderate potential for harm was assigned because, while some turbidity data was informally reported, incomplete reporting limited staff's ability to identify monitoring program deficiencies and the magnitude of discharge limit violations in a timely manner, thus limiting staff's ability to require additional corrective actions. Also from Table 3, a Moderate deviation from Requirements was assigned because the requirement was not met and the effectiveness of the requirement only partially achieved. This, from Table 3, the appropriate per day factor is **0.35**.

A single act of non-submittal of a monitoring report violates the multiple requirements detailed above, thus these multiple violations shall be subject to a single base liability amount.

Under the Water Code (Section 13385), the maximum per day amount allowed for reporting violations is \$10,000. Therefore the **Initial Amount of the ACL** for Non-Discharge (Reporting) violations is **11 days x \$10,000 x 0.35 = \$38,500**.

Step 4 – Adjustment Factors

There are three additional factors to be considered for modification of the amount of initial liability: the violator's culpability, efforts to clean-up or cooperate with regulatory authority, and the violator's compliance history. After each of these factors is considered for the violations involved, the applicable factor should be multiplied by the proposed amount for each violation to determine the revised amount for that violation.

Violator's Conduct Factors

Culpability

Higher liabilities should result from intentional or negligent violations as opposed to accidental violations. A multiplier between 0.5 and 1.5 is to be used, with a higher multiplier for negligent behavior. In this case, while the discharge was permitted, the turbidity of the discharge far exceeded the permitted limit. An inappropriate upstream sample location was established (at a location where water was already influenced by the project), which led to the erroneous conclusion that turbidity increases were far below actual, resulting in masking of the severity of the problem and thereby impeding implementation of corrective action. While the discharger employed physical barriers within the lake bed designed to limit turbidity, underflow rendered the barriers less effective than intended. However, as exceedances of turbidity limits were not reported due to an ineffective monitoring program, the failure to implement effective BMPs (a violation of the Project CEQA document prepared by CDFW¹) was not recognized and improvements were not made. Staff believes that Discharger negligence was involved because the Discharger failed to exercise a degree of care, in establishment of a monitoring program and in deployment of barriers to flow to effectively limit turbidity, which a reasonable person would exercise under similar circumstances. Sluicing sediment out of a reservoir for 125 days is not a normal operating procedure for a lake. The Discharger should have anticipated that such an action may impact downstream water bodies with deleterious high flows and/or entrained sediment. The Discharger was given a multiplier value of **1.1**. This multiplier also applies to the reporting violations, because the Discharger violated the express terms of the 401 Certification.

Cleanup and Cooperation

This factor reflects the extent to which a discharger voluntarily cooperated in returning to compliance and correcting environmental damage. A multiplier between 0.75 and 1.5 is to be used, with a higher multiplier when there is a lack of cooperation. In this case, CDFW staff has determined that there is limited potential for restoration of the affected waterways, but has expressed a desire for restoration of accessible sections, such as Stevenson Creek between Highway 168 and the dam. In addition, CDFW has expressed a desire for offsetting environmental mitigation work elsewhere within the watershed. In subsequent meetings with CDFW, Water Board staff understands that SCE did not reach agreement for mitigation and

¹ See *Shaver Lake Dam Geomembrane Liner Project, Draft Initial Study and Mitigated Negative Declaration*, September 2011, page 2-9, WQ-1; which references 401 Cert requirements, specifically Additional Technically Conditioned Certification Condition 5: "An effective combination of erosion and sediment control Best Management Practices (BMPs) shall be implemented and adequately working during all phases of construction."

that, while agreeing in concept to complete additional follow-up impact assessment, no additional impact assessment has been completed. However, SCE worked with DFW staff to implement fish rescue efforts and prepared a Stream Assessment report in August 2012. Therefore, the Discharger was given a multiplier value of **1.1**. This multiplier also applies to the reporting violations, because the Discharger failed to sample at the proper locations specified in the 401 Certification.

History of Violation

When there is a history of repeat violations, the Enforcement Policy indicates a minimum multiplier of 1.1 is to be used. Board staff has identified no pertinent historic violations. Therefore, the History of Violation factor is **1.0** for both discharge and non-discharge violations.

Step 5 - Determination of Total Base Liability Amount

The Total Base Liability is determined by applying the adjustment factors from Step 4 to the Initial Amounts of the ACL determined in Step 3.

Total Base Liability Amount: This value is calculated as the Initial Amount of the ACL for Discharge Violations [(\$750,000 x Adjustment Factors (1.1) (1.1) (1) = \$907,500] plus the ACL for the Non-Discharge Violations [(\$38,500 x Adjustment Factors (1.1)(1.1)(1) = \$46,585] as **\$954,085**.

Step 6 - Ability to Pay and Ability to Continue in Business

The ability to pay and to continue in business factor must be considered when assessing administrative civil liabilities. The Enforcement Policy provides that if staff anticipates that the Discharger's ability to pay or ability to continue in business will be a contested issue in the proceeding, then staff should conduct a simple preliminary asset search. Here, the Discharger is one of the nation's largest electric utilities, serving a population of nearly 14 million via 4.9 million customer accounts. SCE had 18,069 full-time employees at December 31, 2011. SCE's operating revenue was approximately \$10.6 billion in 2011, realizing a net income of \$1.14 billion on assets of \$40.3 billion and liabilities of \$30.4 billion (SCE Annual Report, 2011, pages 16 and 39, available at www.edison.com) The Discharger thus has significant assets available to pay the proposed liability, as modified in Step 7 below, without causing undue hardship to the service population or to the Discharger. Moreover, the Discharger is a public entity with the power to levy fees that can be used to pay the some or all of the proposed liability.

Step 7 – Other Factors as Justice May Require

If the Central Valley Water Board believes that the amount determined using the above factors is inappropriate, the amount may be adjusted under the provision for "other factors as justice may require," but only if express findings are made to justify this.

Per Gallon Assessments for Discharge Violations

When there is a discharge, the Board may also determine an initial liability amount on a per gallon basis using on the Potential for Harm score and the extent of Deviation from Requirement of the violation. The Potential for Harm Score was determined above, and is 8.

The Deviation from Requirement reflects the extent to which the violation deviates from the specific requirement (effluent limitation, prohibition, monitoring requirement, etc.) that was violated. For this discharge, as discussed above, the Deviation from Requirement is considered “**major**.” Table 1 of the Enforcement Policy (p. 14) is used to determine a “per gallon factor” based on the total score from Step 1 and the level of Deviation from Requirement. For this particular case, the factor is **0.6**. This value is multiplied by the volume of discharge and the per gallon civil liability, as described below.

High Volume Discharges

Discharger records of flows initially indicated that approximately 2,651,000,000 gallons of water discharged from the reservoir during the period of excess turbidity. However subsequent flow data provided to the Prosecution Team by SCE revised those initial flow records. Regardless of the specific number of gallons discharged, the volume of the discharge is extremely high and may be considered a “high volume discharge” under the Enforcement Policy. For high volume discharges, the Enforcement Policy allows a value of less than the maximum administrative civil liability of \$10 per gallon, and suggests \$2/gallon (for sewage or storm water) or \$1/gallon (for recycled water). In this case, it is appropriate to use \$1/gallon.

Water Code section 13385(c)(2) states that the civil liability amount is to be based on the number of gallons discharged but not cleaned up, over 1,000 gallons for each spill event. There was one discharge event, which continued for a period of at least 125 days, from 29 November 2011 to 1 April 2012. Based on SCE’s original flow records, approximately 2,651,000,000 gallons discharged containing sediment and a total of **2,650,999,000** gallons were discharged in excess of 1,000 gallons during the lake drawdown. A Per Gallon Assessment based on SCE’s original flow data calculated as (0.6 factor from Table 1) x (2,650,999,000 gallons) x (\$1 per gallon) equates to **\$1,590,599,400**. This amount, though quite large, is the result of the application of the Enforcement Policy methodology on a per gallon assessment basis to an extraordinarily large and long duration discharge that harmed beneficial uses in waters of the State and in waters of the United States. Nevertheless, such an amount is disproportionate to the circumstances surrounding the discharge. The harm to beneficial uses, though significant, will recover with time. Moreover, the punitive and deterrent goals of the Water Code and of the Enforcement Policy can be met here with a smaller, though by all definitions substantial, final liability amount.

Here, application of the Enforcement Policy factors results in a Total Base Liability Amount on a per day basis only of \$954,085. In the interest of settlement, the Parties have agreed to the imposition of administrative civil liability on a per day basis for the discharge violations (125 days for the alleged turbidity violations x the per day maximum of \$10,000) and the non-discharge violations (176 days for the alleged monitoring violations x \$2,500 per day) which equates to \$1,690,000. Though the Parties disagree over whether the alleged turbidity violations should take into account the volume discharged using the per gallon penalty methodology analysis, the Parties agree that the liability imposed by stipulation recognizes the volume discharged as a portion of that liability under this factor.

Step 8 – Economic Benefit

Pursuant to Water Code section 13385(e), civil liability, at a minimum, must be assessed at a level that recovers the economic benefits, if any, derived from the acts that constitute the violation. In general, the Discharger gained, and economically benefited, by rapidly drawing down the lake. The rapid draw down allowed the Discharger to repair and bring the dam back into operation more quickly. In addition, the rapid draw down sluiced sediment out of the bottom of the reservoir and increased lake capacity for water which may be used to generate revenues by power generation upon discharge. It is likely that the rapid drawdown created economic benefits as compared to a slower drawdown or some other process that would have prevented the discharge of accumulated bottom sediments, but such benefits are impossible to calculate without more information. Therefore, the economic benefit is estimated to be zero (\$0), which becomes the minimum civil liability which must be assessed pursuant to section 13385. The Enforcement Policy states (p. 21) that the total liability shall be at least 10% higher than the economic benefit, “so that liabilities are not construed as the cost of doing business and the assessed liability provides a meaningful deterrent to future violations.”

Step 9 – Maximum and Minimum Liability Amounts

The maximum and minimum amounts for discharge violation must be determined for comparison to the amounts being proposed. These values are calculated in the ACL Complaint, and the values are repeated here.

Maximum Liability Amount: \$26,513,000,000

Minimum Liability Amount: the minimum liability is equal to the economic benefit, which estimated to be \$0.

Step 10 – Final liability Amount

The final liability amount consists of the added amounts for each violation, with any allowed adjustments, provided amounts are within the statutory minimum and maximum amounts. Without further investigation of the discharge, calculation of economic benefits, and additional staff time, the proposed Administrative Civil Liability for violations of the California Water Code and Clean Water Act is \$2,077,053.

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Memorandum

To: Rob L'Heureux, Central Valley Regional Water Board
From: Tina Eshaghpour, Program Advisor to the Rose Foundation for Communities and the Environment
Date: November 2, 2015
Re: Project summaries and budget for CVRWB Fresno Office SEP with Southern California Edison

The Rose Foundation respectfully submits work plans and budgets for six organizations proposing projects to address water quality issues in the Southern Joaquin Valley with disadvantaged communities in Fresno, Tulare and Kern counties. The projects total \$489,936. Below please find summary descriptions of each and the amount recommended for each applicant organization. All projects will be governed by binding grant contracts that commit each organization to their specified deliverables, and all grantees will be required to report regularly to the Rose Foundation to ensure that all projects stay on track.

Center on Race Poverty and Environment

South San Joaquin Valley Watershed Improvement Programs: Promoting Community Participation (\$ 215,000 over 2 years for Tulare and Kern Counties)

Many communities in the South San Joaquin Valley (Allensworth, Alpaugh, Arvin, Delano and Lamont) face significant drinking water contamination from arsenic and nitrates, suffer from poor water quality and are faced with expensive treatment options. Lower water tables resulting from the CA drought pull in higher levels of nutrients like arsenic and nitrate from ground water, affecting well water and other sources of potable water. CRPE will provide fact sheets and information to community residents on common contaminants found in Valley water supplies such as nitrates and arsenic. We will also train community residents on possible solutions and treatment options to prevent future contamination and clean-up existing contamination.

Goal 1: To empower residents to improve local and regional water board governance to provide safe, clean, affordable drinking water.

Goal 2: To organize and unify the most vulnerable residents in the South San Joaquin Valley to better address the water challenges they have.

Central California Environmental Justice Network

Advancing Community Engagement to Monitor, Report Hazards, and Preserve the Water Quality of Fresno and Kern Counties II (Continuation of another SEP; supplemental \$10,000 over 1 year for Fresno and Kern Counties)

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In conjunction with the already established FERN/KEEN resident reporting networks of environmental hazards, this project will serve to enhance residents' abilities to identify, monitor, and report potential threats to groundwater and surface watersheds. In response to those concerns, the networks operate a taskforce of regulatory agency representatives and community NGO's that consider, investigate, and respond to those concerns.

The focus with these workshops is to increase the number of people who know how to report hazards, and can begin thinking about hazards around their community, even if they are not actively participating in a consistent data gathering project. This project will allow the KEEN/FERN networks to inform the RWQCB about the potential threats in a manner consistent with quick abatement and comprehensive compliance actions. This proposal will will more explicitly help us in leading a conversation with the RWQCB about forming quality assurance/quality control protocols for the targeted collection of research data.

Goal 1: Expand our reach to conduct 3 more trainings, reaching about 30 more people that will be engaged with the project. (Lamont and Riverdale)

Goal 2: Organize three citizen science events—specified for the Water Watcher groups.

El Quinto Sol

Water and the Right to Know (\$50,000 over 1 year in Tulare County)

EQS will launch an educational program, giving the four communities of Tooleville, Plainview, Tonyville and Lindsay (which includes the community of El Rancho) the individualized tools that each community needs in order to have a deep understanding of the water quality issues they face and to increase participation in their current water boards in an effort to have community members engaged in their own water systems.

Goal 1: to increase the knowledge and participation of residents in their local water systems.

Goal 2: to build new and further develop existing relationships with community partners, such as The Community Water Center, Tulare County Redevelopment Agency, Tulare County Association of Governments, Lindsay Public Works, Lindsay Redevelopment Office and The Tulare County Board of Supervisors, specifically Supervisor Allen Ishida, in order to collaborate and respond to community issues in a more effective manner

Leadership Counsel for Justice and Accountability

Septic Conversion and Consolidation Project (\$120,000 over 2 years, Fresno and Tulare Counties)

Our project will start in the communities of Lanare and Cantua Creek, in Fresno County and Matheny Tract, Soult's Tract and Loan Oak in Tulare County where failing septic systems and inadequate drinking water systems impact the health of the aquifer, health of residents, and the sustainability of communities. We will partner with

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community-based organizations, local government and other stakeholders to develop and implement community driven septic to sewer and drinking water consolidation campaigns. This project will (1) eliminate failing septic systems by advocating for and facilitating projects that connect disadvantaged communities to public wastewater systems and (2) address drinking water contamination by advocating for consolidation of drinking water systems.

Self-Help Enterprises

DAC Engagement in Regional Water Planning (\$74,936 over 1 year in Tulare Lake Basin)

This project will improve DAC participation in Integrated Regional Water Management (IRWM) and Sustainable Groundwater Management Act (SGMA) activities by working directly with DACs, IRWM, and SGMA groups in rural SJV communities in the Tulare Lake Basin (including Allensworth, Alpaugh, East Orosi, Lanare, and Sultana) to build capacity, foster relationships, address current barriers, minimize future barriers and support development of ground water sustainability projects. Grant objectives are to 1) engage DACs, IRWM groups and Groundwater Sustainability Agencies (GSAs) in defining participation and project development challenges related to local, regional and sustainable ground water supply and management, (2) work with IRWM and SGMA groups to develop plans to utilize future DAC engagement funds; 3) build capacity and foster working relationships, 4) address local IRWM barriers and minimize future SGMA barriers; and 5) support development of water projects that lead to sustainable local and regional ground water management.

Wild Places

Kern/Tule Watersheds Disadvantaged Communities Water Quality Improvement and Outreach (\$20,000 over 1 year in Tulare and Kern Counties)

By embracing an ecosystem-wide approach, this project will combine community outreach and education with hands-on, place-based restorative activities to engage disadvantaged communities to improve water and habitat quality. Protecting and restoring upland habitat and watersheds will improve conditions in the targeted disadvantaged communities by bringing diverse neighborhood members together to take action toward the common goal of watershed restoration.

Goal 1: to increase the knowledge of youth and their families in East Porterville and Arvin on the connection between water and habitat quality

Goal 2: to engage local residents in watershed stewardship activities

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REVISED PROJECT PROPOSAL

South San Joaquin Valley Watershed Improvement Programs: Promoting Community Participation

Amount Requested: \$ 215,000

Summary Description:

The Center on Race, Poverty & the Environment (CRPE) is a 501(c)(3) nonprofit environmental justice organization founded in 1989, created to provide opportunities for rural grassroots groups to challenge and eliminate the disproportionate burden of pollution in general, and toxic chemical hazards in particular, borne by poor people and people of color. CRPE offers legal, organizing and technical assistance to the communities it serves, primarily Latino and African American, supporting their work to promote healthy communities in Kern, Kings and Tulare counties. Many communities in the South San Joaquin Valley face significant drinking water contamination from arsenic and nitrates, suffer from poor water quality and are faced with expensive treatment options. CRPE has been working in this region for over two decades and is a trusted partner in empowering residents to participate effectively in water planning processes with local and regional water boards and other stakeholders that will lead to opportunities for safe, affordable drinking water for their communities.

CRPE seeks \$215,000 in funding over two years to engage the most vulnerable residents in Tulare and Kern County to address water contamination in their region's watershed. These communities include Allensworth, Alpaugh, Arvin, and Lamont represented by the following community groups: Allensworth Progressive Association, Committee for a Better Arvin, and Lamont Parent Partners. All of these communities source their water from the Tulare Basin watershed and represent the most disadvantaged communities in the San Joaquin Valley, low income residents and communities of color who do not feel their needs are being addressed or their voices heard. In addition, and due to the ongoing drought in California, the minimal rainfall has affected their water tables and increased their challenges. Lower water tables pull in higher levels of nutrients like arsenic and nitrate from ground water, affecting well water and other sources of potable water. CRPE will work with these communities to train them to participate with local and regional water quality control boards to reform water quality management, governance, and treatment in the South San Joaquin Valley to provide safe, affordable drinking water to disadvantaged communities.

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Detailed Project Description: The listed five communities all have resources through their local water boards to explore opportunities to provide safe, clean, affordable drinking water to their residents. Unfortunately, the decision-makers are failing the communities they serve. The Allensworth Progressive Association and Allensworth Community Services District (ACSD) are working on a 3-year water pilot project with Tulare County through a Strategic Growth Council grant, but the County modified the grant deliverables in a process that has lacked transparency and now community members are concerned about effectiveness of the pilot project to meet their needs. The Lamont Parent Partners are holding the Lamont Public Utilities District (PUD) accountable for its duty to protect the public by working on alternatives to the Lamont PUD “Plan B”, which is a backup plan in the event the neighboring composting facility shuts down and is unable to treat the region’s wastewater. In addition, the Committee for a Better Arvin has been dealing with the EPA clean-up of a superfund site since 2007. As part of the clean-up process, EPA committed \$1 million to the Arvin Water District to drill a new drinking water well. The process for accessing that money has been riddled with delays and missed deadlines.

Whether these projects are successful depends on community involvement. In order to have meaningful and impactful change, the process must be led by those most impacted. The goals and objectives noted below focus on the water quality challenges each community group is addressing and CRPE’s activities to find solutions in partnership with Valley residents. In addition, these communities and others in the Valley suffer from similar water quality issues. We will provide fact sheets and information to community residents on common contaminants found in Valley water supplies such as nitrates and arsenic. We will also train community residents on possible solutions and treatment options to prevent future contamination and clean-up existing contamination.

Goal 1: To empower residents to improve local and regional water board governance to provide safe, clean, affordable drinking water.

Objective 1: CRPE with residents in at least five (5) communities in Tulare and Kern County will plan and implement projects that will improve water quality and quantity.

Activities:

- Semi-monthly meetings with community leaders from Allensworth, Alpaugh, Arvin, and Lamont participating in water issues
- Creation of literature in English and Spanish, such as fact sheets and flyers on water quality issues as well as possible solutions
- Translation services for trainings and meetings to guarantee full participation of all residents
- Help prepare residents for and participate in monthly water board meetings
- Participation on the Strategic Growth Council grant’s Steering Committee for the Tulare County water pilot project to support efforts to reach vulnerable residents and engage them in conversations with the County on its plans for their water and wastewater systems

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Objective 2: CRPE will build the capacity of residents from at least five (5) communities in Tulare and Kern County to engage with water board officials and potentially serve on water governing boards.

Activities:

- Implement a total of ten (10) trainings on capacity building, water conservation efforts, water pollution and municipal infrastructure developments, and water board governance among other relevant issues
- Be a resource to residents once elected to their local water board to provide support
- Gather water quality data for analysis and dissemination to affected communities

Goal 2: To organize and unify the most vulnerable residents in the South San Joaquin Valley to better address the water challenges they have.

Objective 1: CRPE will conduct regional meetings with residents from at least five (5) communities in Tulare and Kern County in order to assess the water issues each community is facing and troubleshoot solutions.

Activities:

- Creation of one (1) regional convening to bring together Valley communities dealing with similar water quality issues to identify a new vision for reforming water quality management in the South San Joaquin Valley
- Conduct a total of twenty (20) accountability meetings between Tulare and Kern County residents and the local and regional water boards, and other public agencies involved with the decision-making on the respective watershed improvement projects affecting these communities
 - Facilitate conversation between the Arvin Water District and the CA EPA to access \$1 million in funds to construct a new water well
 - Organize Alpaugh and Allensworth residents to hold Tulare County accountable for its grant deliverables
 - Assess alternatives and advocate for improvements to Lamont PUD’s “Plan B”
 - Improve the functioning and transparency of the Lamont PUD and participate in the audit of the district to find missing \$250,000

Deliverables & Timeline

Timeline & Deliverables		
Milestone	Tasks	Deliverables
25% complete— 6 month	1. Community Outreach and Education 2. Conduct semi-monthly	• Develop a total of 25 community leaders representing Allensworth, Alpaugh, Arvin, and Lamont participating in water issues

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<p>mark. Target project period: 24 months</p>	<p>meetings with community leaders interested in educating their community</p> <ol style="list-style-type: none"> 3. Conduct trainings based on water infrastructure projects occurring in each respective community 4. Conduct accountability meetings between residents and agencies 5. Create resources for Valley residents in both English and Spanish 6. Phone check-in call with Program Officer at Rose Foundation 	<p>and educating residents</p> <ul style="list-style-type: none"> • 5 monthly meetings with community leaders • A total of 5 trainings will be conducted by CRPE based on water projects, water issues and capacity building • Support Tulare County grants consultants to provide translation services at 2 meetings in Alpaugh and Allensworth • Provide 4,000 copies of bilingual resources available for all Valley residents covering topics on water issues, conservation efforts and other topics residents identify
<p>50% complete— 12 month mark Target project period: 24 months</p>	<ol style="list-style-type: none"> 1. Conduct trainings based on water issues occurring in each respective community 2. Conduct semi-monthly meetings with community leaders interested in educating their community 3. Conduct accountability meetings between residents and agencies 4. Identify resources for communities in addressing water issues 5. Hire consultant to gather water quality data 6. Report on progress to Program Officer 	<ul style="list-style-type: none"> • A total of 5 trainings conducted by CRPE addressing water issues and capacity building • 5 monthly meetings with community leaders • Facilitate a meeting between Arvin water district and EPA on \$1 million grant for a new well • 20 residents will participate in 7 local/regional water board and agency meetings; CRPE will provide translation • Participate in 1-2 Steering Committee meetings with Allensworth and Alpaugh • Create a network of experts, including technical experts, who can help communities address water issues • Share water quality data with all 5 affected communities • Written report to Rose Foundation
<p>75% complete— 01 8 month mark</p>	<ol style="list-style-type: none"> 1. Regional convening 2. Conduct semi-monthly meetings with community leaders interested in educating their community 	<ul style="list-style-type: none"> • Policy platform that contains systemic solutions for improving water quality management and financing in the Valley • 5 monthly meetings with community leaders

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<p>Target project period: 24 months</p>	<p>3. Conduct accountability meetings between residents and agencies</p>	<ul style="list-style-type: none"> • Support 2 community residents transition onto local water boards • 20 residents will participate in 5 local/regional water board and agency meetings; CRPE will provide translation
<p>100% complete— 24 month mark Target project period: 24 months</p>	<ol style="list-style-type: none"> 1. Develop and implement a community wide survey to evaluate CRPE’s support on water issues 2. Conduct semi-monthly meetings with community leaders interested in educating their community 3. Conduct accountability meetings between residents and agencies 4. Report to Program Officer 	<ul style="list-style-type: none"> • Creation of survey tools and analysis of compiled survey results • 5 monthly meetings with community leaders • 20 residents will participate in 5 local/regional water board and agency meetings; CRPE will provide translation • 10% of residents will fill out survey • Agreement by EPA and the Arvin Water Board on \$1 million well • Completion of the feasibility study for the Tulare County pilot project and beginning of implementation • The Lamont PUD is responsive to and representative of the community and has in place a viable contingency plan for dealing with its excess wastewater • Final written report due to Rose Foundation
<p>Ongoing Tasks</p>	<ol style="list-style-type: none"> 1. Community organizing in South San Joaquin Valley to increase resident participation 2. Working with allies and other organizations on water issues in the Valley 	

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PROJECT BUDGET

Personnel - Salaries/Benefits	Year 1	Year 2
<i>Assistant Director (.10 FTE)</i>	7,900	7,900
<i>Org Director (.10 FTE)</i>	7,500	7,500
<i>Community Organizer (1 FTE)</i>	40,000	42,000
<i>Staff Attorney (.10 FTE)</i>	6,500	3,000
<i>Benefits @ 35%</i>	21,660	21,140
Copying/Faxing/Printing	2,000	1,000
Translation	1,500	1,500
Water Quality Data Consultant		5,000
Supplies	1,000	1,000
Regional Convening		
<i>Space Rental</i>		1,500
<i>Insurance</i>		500
Childcare	1,000	1,000
Travel & Meals	2,500	2,500
Indirect Costs (15%)	14,000	13,900
Total	105,560	109,440



Central California Environmental Justice Network

PROJECT PROPOSAL

Advancing Community Engagement to Monitor, Report Hazards, and Preserve the Water Quality of Fresno and Kern Counties II (Continued Project)

Amount Requested: \$10,000

Summary Description: Central California Environmental Justice Network seeks support from the Rose Foundation and the Regional Water Quality Control Board to improve water quality pollution prevention efforts in Fresno and Kern Counties. In conjunction with the already established FERN/KEEN resident reporting networks of environmental hazards, this project will serve to enhance residents' abilities to identify, monitor, and report potential threats to groundwater and surface watersheds. FERN and KEEN are part of the growing IVAN (Identifying Violations that Affect Neighborhoods) network, and thus both FERN and KEEN address a broad range of environmental and community conditions. However, water quality and supply issues are central to FERN and KEEN, and the workplan for this SEP project. By helping to strengthen the backbone of the community participation in FERN and KEEN, this project will allow the KEEN/FERN networks to inform the RWQCB about the potential threats in a manner consistent with quick abatement and comprehensive compliance actions.

The Fresno Environmental Reporting Network (FERN) and the Kern Environmental Enforcement Network (KEEN) operate in Fresno and Kern counties respectively. These networks allow residents to report environmental concerns (including water quality concerns) that they perceive as threats to the environment. In response to those concerns, the networks operate a taskforce of regulatory agency representatives and community NGO's that consider, investigate, and respond to those concerns. In the past, resident reports about dairies, oil operations, and unregulated discharge have allowed the RWQCB to conduct investigations that have led to the prevention of pollution via enforcement and/or compliance actions. The project seeks to extend our reach to residents who can help us further prevent contamination.

Detailed Project Description: With the support from the Rose Foundation and the RWQCB we will expand on the previously funded project by this same fund to involve residents by launching a series of community meetings and trainings in Kern and Fresno counties. In the previous proposal we proposed to conduct 10 trainings over the course of 1 year, reaching about 100 people. With the support requested here we will:

- Expand our reach to conduct 3 more trainings, reaching about 30 more people that will be engaged with the project.
- These added trainings will help us to reach other communities in the west side of Fresno County and the west side of Kern County.

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The focus with these workshops is to increase the number of people who know how to report hazards, and can begin thinking about hazards around their community, even if they are not actively participating in a consistent data gathering project.

Furthermore, in our previous proposal CCEJN received funds to help with the creation of two “Water Watcher” resident groups in the communities of Lamont and Riverdale. These groups will actively participate in a data-gathering project that is consistent, and has standards. In this proposal we are seeking support to conduct:

- Three citizen science events in the communities of Lamont and Riverdale—specified for the water watcher groups.
- The events will be to collect water samples, do balloon mapping of CAFO’s and collect community health data.
- Support for these events will be coordinated by CCEJN and the residents will learn best practices to conduct these citizen science events on their own.

The curriculum for the trainings will be jointly created by the Project Coordinator and CCEJN Director, and through the RWQCB’s regular participation in FERN and KEEN, will more than likely be shown to RWQCB representatives before trainings. For the 3 workshops funded here, the curriculum involves learning about 1) KEEN/FERN project, 2) different ways of reporting, 3) reporting language, identification & details 4) areas of concern and 5) major sources of pollution to groundwater. For the Water Watcher groups, the curriculum will be similar, except that it will continue to include development alongside the community members interested in collecting data. The community will also help us define research objectives, quality assurance, and best practices for data collection. All of our materials including the website can be accessed in Spanish and English. Although, some level of computer access is required to access the websites, we do not anticipate this to prevent any person from participating—given that reporting can be done via phone call or text message. With the water watcher groups, we anticipate that all data collection will happen in easily-accessible ways, which can then be transcribed by the project coordinator into website format.

In the previous proposal we identify ways for following up with the Regional Water Quality Control Board in regards to any information gathered with the community water watcher groups. This proposal will also aid with that process, but will more explicitly help us in leading a conversation with the RWQCB about forming quality assurance/quality control protocols for the targeted collection of research data. When successful, we expect the RWQCB to ratify our methods and consider the data collected by the residents.

Deliverables & Timeline

Timeline & Deliverables		
Milestone	Tasks	Deliverables
25% complete— 3 month mark.	1. Develop QA/QC methodology for community science events—that involves the collection of water samples, health data, and balloon	Presenting these protocols to the RWQCB and asking for them to help us make them stronger and also ratify our methods for data collection. Provide telephone report to Rose Foundation

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Target project period: 12 months	mapping. Develop format for pollution logs.	documenting 25% complete.
50% complete— 6 month mark Target project period: 12 months	1. Conduct 1 more trainings 2. Begin identifying logistics for the citizen-science events.	Conduct 2 more trainings for a total of 3. We will begin our work to plan the Citizen Science event logistics. Provide short written report to Rose Foundation documenting 50% complete
75% complete— 9 month mark Target project period: 12 months	1. Conduct 2 Trainings 2. Completed 1 citizen-science event, and established the logistics for the next two.	Conduct 2 trainings. We will have completed the first citizen science event and have discussed best practices for these events. Provide telephone report to Rose Foundation documenting 75% complete.
100% complete— 12 month mark Target project period: 12 months	1. Completed 2 more citizen science events.	We will have completed the last 2 citizen science events building on best practices from the first event. We will share all data with the RWQCB. Provide full project close-out report to Rose Foundation documenting full achievement of deliverables.
Ongoing Tasks	1. Engage the RWQCB within the KEEN/FERN taskforce meetings 2. Efficient documentation of reports via the websites and meeting notes	

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CCEJN Budget Proposal 2015

*Protect Water Quality in Fresno and Kern Counties by Enhancing Community
Monitoring and Documentation Techniques II (Continued Project)*

Expense	Description	
FERN/KEEN Coordinator Time		5500
Print Materials	Pollution logs, QA/QC for citizen science events	500
Meeting expenses		500
Citizen Science Events Equipment	Helium, balloons, cameras, etc	1500
Travel	Mi @ .575	1000
Indirect (10%)		1000
Total		10,000

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PROJECT PROPOSAL

Water and The Right To Know

Amount Requested: \$ 50,000

Summary Description: The Water and The Right To Know program will serve as an educational program, giving the four communities of Tooleville, Plainview, Tonyville and Lindsay (which includes the community of El Rancho) the individualized tools that each community needs in order to have a deep understanding of the water quality issues they face and to increase participation in their current water boards in an effort to have community members engaged in their own water systems. Along with The Water and The Right To Know program, residents will have the opportunity to strengthen the bridge between decision makers, agencies and community.

Detailed Project Description:

Water and The Right To Know will be a program that transforms, educates and moves communities by providing technical assistance, guidance and support to local water boards and its members, simultaneously igniting communities' participation in their local water systems. While a bridge exists between the local water boards and the Regional Water Board, Tulare County Board of Supervisors and the State Water Board, EQS sees the importance of further cultivating those pathways.

El Quinto Sol de America has established *comites* in the communities of Plainview, Tonyville, Tooleville, and The City of Lindsay. Each *comite* consists of residents from each of these communities who develop a community plan to improve the well being of the entire community. Historically, the *comites* have focused on pesticide advocacy and transportation infrastructure. But while meeting on a regular basis, community members began to identify water as the next potential issue that they should work on. For example, in the community of Plainview, the lack of qualified individuals willing to be part of the Water Board has created roadblocks for grant requirements and the policy implementation process.

Over the ten years that EQS has been in existence, we have had the opportunity to create long lasting partnerships with many organizations. We have partnered with health organizations such as Kaweah Delta and Family Health Care Network for our neighboring health fairs. We have partnered with CSET and Tulare County Board of Supervisors District One Representative Allen Ishida to host community wide clean ups. Self-Help Enterprises, Community Water Center, Leadership Council and CRLA have been integral in providing specific trainings in areas such as laws and regulations, policy and liabilities.

The Water and The Right to Know has two simultaneous goals: Goal 1 is to increase the knowledge and participation of residents in their local water systems. EQS will accomplish this through identifying new leaders, providing technical assistance and serving as a guide through the entire process so that community members feel supported and able to be the decision makers for their local water systems. EQS will be hosting regular house meetings that will be facilitated by an organizer.

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The organizer will use popular education methods, as well as art and culture based leadership tools. These house meetings will be interactive and provide the foundation (i.e.: public speaking, governance structure, etc) for community members to feel empowered in making informed decisions.

Goal 2 is to build new and further develop existing relationships with community partners, such as The Community Water Center, Tulare County Redevelopment Agency, Tulare County Association of Governments, Lindsay Public Works, Lindsay Redevelopment Office and The Tulare County Board of Supervisors, specifically Supervisor Allen Ishida. Our goal in developing these relationships is to build trust between organizations so that we can come to rely upon each other. In this way, we can collaborate and respond to community issues in a more effective manner. The Water and The Right To Know program organizer will set up one on one meetings with each new and existing partners to introduce themselves, the program and objectives. He/she will attend important partner meetings (i.e.: AGUA coalition meetings, public hearings, etc). Partners will be invited to host specific trainings for community groups that have been identified as a need by the organizer, so that communities have the opportunity to strengthen the relationships with these partners.

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Deliverables & Timeline

Timeline & Deliverables		
Goal 1: <i>Increase knowledge and participation of community residents in their local water systems.</i>		
Milestone	Tasks	Deliverables
25% complete— 3 month mark. Target project period: 12 months	<ol style="list-style-type: none"> Develop flyers to invite all community members to a general meeting to discuss the topic of water boards. Interested residents will then be asked to join the <i>comite</i> for that community 	<ol style="list-style-type: none"> At least 100 flyers will be distributed in the 4 communities by organizer and volunteers, door to door, for a total of 400 flyers. Identify at least 2 residents to join preexisting <i>comite</i> in each community. Phone check in with Rose Foundation.
50% complete— 6 month mark Target project period: 12 months	<ol style="list-style-type: none"> Begin attending local Water Board meetings as well as AGUA coalition meetings. New leaders will be identified to represent each community in the AGUA coalition Those leaders will serve as the liaison between the AGUA coalition and their respective community's <i>comite</i>. Begin trainings in: Robert's Rules of Order, Who Are Your Decision Makers, Policy Process, How a Bill Becomes a Law, Water Board 101 	<ol style="list-style-type: none"> Attend one meeting per month, attended by an average of 8 community members, per community for a total of 4 per month. Identify at least one resident per community to attend AGUA coalition meetings. Organizer will ensure that the AGUA coalition liaison reports back to the community at monthly <i>comite</i> meetings. Community members will be well versed in how to participate in public meetings, which will serve as the basis to prepare community members to serve as Water Board members. Mid year report submitted to Rose Foundation.
75% complete— 9 month mark Target project period: 12 months	<ol style="list-style-type: none"> Identify potential new leaders from existing pool of members in each community's <i>comite</i> and train them to become part of their local water board. 	<ol style="list-style-type: none"> Identify at least 2 members from each community's <i>comite</i> and begin the training process for both. Phone check in with Rose Foundation
100%	<ol style="list-style-type: none"> Provide support for the 	<ol style="list-style-type: none"> Have at least one new member appointed

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complete— 12 month mark Target project period: 12 months	community member(s) running for Water Board, as well as provide information on the election process.	to their respective water boards in the communities of Tooleville and Plainview. In the communities of Tonyville and El Rancho, appoint one representative each to attend City Council meetings pertaining to water issues and then report back to their <i>comite</i> . 3. Final report submitted to Rose Foundation.
Ongoing Tasks	<ol style="list-style-type: none"> Facilitate one monthly meeting per community focused on their local water boards, along with one regular <i>comite</i> meeting a month, for a total of 24 meetings per quarter. 	

Timeline & Deliverables		
Goal 2: <i>Establish new and further develop relationships with community partners.</i>		
Milestone	Tasks	Deliverables
25% complete— 3 month mark. Target project period: 12 months	<ol style="list-style-type: none"> Irma Medellin, EQS' lead organizer, and other EQS staff will introduce themselves to partner organizations that will work with us on this specific topic, such as Self Help Enterprises, Community Water Center, Tulare County agencies related to water, The City of Lindsay Public Works Department and California Rural Legal Assistance, Inc. 	<ol style="list-style-type: none"> Organizer has begun the process of introducing herself to Self Help Enterprises and Community Water Center. She will begin the task of introducing herself to The City of Lindsay Public Works Department, as well as Tulare County agencies related to water. Identify at least four existing training opportunities from partner groups for community members, which will prepare them to be part of their local water boards. Phone check in with Rose Foundation
50-75 % complete— 6-9 month mark Target project period: 12 months	<ol style="list-style-type: none"> Organizer will schedule at least four introductory meetings between existing partner organizations and community members, and begin to calendar specific water trainings for community members to attend. All existing local water board members will also be invited to attend 	<ol style="list-style-type: none"> Organizer will ensure that at least 5 community members will attend each training provided by partner organizations. 4 introductory meetings with community partners. Mid year report submitted to Rose Foundation.

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	these trainings.	
100% complete— 12 month mark Target project period: 12 months	<ol style="list-style-type: none"> 1. Organizer will attend local (within Tulare County) partner organization meetings that pertain to water and water quality. For example, the organizer would attend a Tulare County Board of Supervisors’ meeting when the topic of water and sewage rate increases is being discussed. Organizer would then report back to EQS staff. 	<ol style="list-style-type: none"> 1. Organizer will attend a minimum of three partner organization meetings per quarter, for a total of at least 12 over the course of a year 2. Final report submitted to Rose Foundation
Ongoing Tasks		

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PROJECT BUDGET

Salary	\$32,000
Travel (gas stipend for organizer. \$150/month for 12 months)	\$1,800
Educational Materials	\$3,500
Meeting Expenses (location rental, water and snacks for each meeting)	\$3,000
Member Stipends (in the event that a community member needs to travel, we would give them a small stipend to offset their loss of wages)	\$1,000
Travel (to cover the costs of transporting community members to meetings, trainings, etc)	\$1,200
Indirect costs	\$5,000
Fiscal Sponsor Fee (5% of grant total)	\$2,500
Total	\$50,000

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PROJECT PROPOSAL

Septic Conversion and Consolidation Project

Amount Requested: \$ 120,000

Summary Description:

Our septic to sewer and drinking water consolidation project will (1) eliminate failing septic systems by advocating for and facilitating projects that connect disadvantaged communities to public wastewater systems and (2) address drinking water contamination by advocating for consolidation of drinking water systems. Our project will start in the communities of Lanare and Cantua Creek, in Fresno County and Matheny Tract, Soult's Tract and Loan Oak in Tulare County where failing septic systems and inadequate drinking water systems impact the health of the aquifer, health of residents, and the sustainability of communities. We will partner with community based organizations, local government and other stakeholders to develop and implement community driven septic to sewer and drinking water consolidation campaigns.

Detailed Project Description:

Alongside residents of impacted communities, we will lead efforts through all stages of a septic to sewer conversion and drinking water consolidation project from idea inception to project completion. Initially, we will undertake community education and outreach in the communities of Lanare, Cantua Creek, Matheny Tract, Soult's Tract, Loan Oak and Riverdale (the community adjacent to Lanare) to engage impacted residents in the development and implementation of a septic to sewer campaign and, if applicable a wastewater and / or drinking water consolidation project. Matheny Tract, Loan Oak and Soult's Tract and Lanare rely on groundwater for their drinking water, Cantua Creek relies on surface water.

We will engage in a San Joaquin Valley-wide study to identify other viable communities for septic to sewer system conversion projects and drinking water consolidation projects. Based on that regional study, and demonstrated interest among community members to engage in a septic to sewer and / or drinking water systems consolidation campaign we will replicate - and adjust if necessary - strategies that we will undertake in Lanare, Cantua Creek, Soult's Tract, Loan Oak and Matheny Tract. We will adjust our specific activities depending on where each community is in the process of connecting to a public wastewater system and / or consolidating water service.

We will also develop and implement a community survey if necessary to identify and characterize septic system deficiencies, quantify septic system maintenance costs, and gauge (or

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demonstrate) the willingness of home owners and rate payers to pay for connection fees, service charges and any other costs related to septic to sewer conversion.

In partnership with community based organizations and other stakeholders and technical assistance providers, we will initiate and facilitate discussions amongst representatives from key local governments (local special districts, county and city agencies) to secure support and develop a collaborative strategy. We will then work together to engage the State Water Resources Control Board, Upper Kings Integrated Regional Water Management stakeholders and other relevant entities to identify funding and technical assistance opportunities to ensure project completion and success. We will also work with government agencies and technical assistance providers to ensure project readiness by securing LAFCO approvals and any other conditions of funding or project implementation. Throughout the process, we will work with stakeholders and involved parties to ensure community participation in and successful implementation of all project stages.

Additionally, we will engage the State Water Board and other agencies in identifying and addressing other obstacles to sewer conversion and wastewater and drinking water system consolidation and address those barriers at the local, regional or statewide level.

We will also author and distribute a report on opportunities for septic to sewer system conversions that will include an analysis of needs, funding programs, best practices, sample outreach materials, sample survey templates and other materials that have proven helpful in similar campaigns.

Benefit of Activities to Water Quality.

Failing septic systems continue to be a significant contributor to nitrate and bacterial contamination of drinking water sources. Our project will improve water quality initially in the Tulare Lake Basin, and eventually in other watersheds in the San Joaquin Valley, by reducing nitrate and bacterial contamination of groundwater caused by failing and leaching septic systems. Consolidation of wastewater and drinking water systems provides the only means many communities have for a safe and affordable drinking water and wastewater service. Our project will also serve as template, or model, that may be replicated throughout the region – or even the state – to encourage, facilitate and ensure the elimination of failing and leaching septic systems and cesspools and promote regional solutions. Our project may also serve as a broader example of regional collaboration and local government cooperation which is a key component to sustainability in disadvantaged communities in the region and state.

Public Health Benefits

Failing septic systems can create significant health hazards both by contaminating drinking water sources and by exposing people to untreated sewage that is pumped back into homes, leaches into shallow soils and even percolates above the surface in some occasions. Leaching septic systems introduce or exacerbate nitrate and bacterial contamination of drinking water sources (i.e. groundwater) and untreated effluent harbors and facilitates the spread of bacteria which in turn can lead to serious illness. By converting communities from failing septic systems to public

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sewer systems, this project will improve drinking water quality and will eliminate the serious health hazards created by untreated sewage in people’s homes and in people’s yards. Similarly, many lower income communities cannot afford the costs of treating contaminated drinking water. Consolidation with a neighboring system is the best – and at times the only – method of ensuring a safe and affordable supply of drinking water to communities.

Partnership with and Benefit to Disadvantaged Communities

Initially this project will directly benefit the unincorporated communities of Lanare, Cantua Creek, Soults Tract and Loan Oak and Matheny Tract, all severely disadvantaged communities. Lanare, Matheny Tract, Loan Oak and Cantua are primarily Latino communities. Soults Tract is more diverse. Expansion of the septic to sewer conversion project will target similarly disadvantaged communities, specifically those with median household incomes at or below 60% of the state median household income. We hope that our project can serve as a template to other communities throughout the state, and as such, will benefit disadvantaged communities throughout California.

Deliverables & Timeline

Timeline & Deliverables		
Milestone	Tasks	Deliverables
25% complete— 6 month mark. Target project period: 24 months	<ol style="list-style-type: none"> 1. Review studies that have been completed or are underway with respect to wastewater management alternatives in Lanare, Soults Tract, Loan Oak and Matheny Tract. 2. Review studies that have been completed or are underway with respect to drinking water consolidation in Cantua Creek 3. Conduct education and outreach on in Lanare, Riverdale, Cantua Creek, Loan Oak, Soults Tract and Matheny Tract 4. Support efforts to develop, fund and implement a feasibility studies in Lanare, Matheny Tract, Soults Tract, Loan Oak and Cantua Creek 	<ol style="list-style-type: none"> 1. One pager in English and Spanish Summarizing Findings to Date and Identified Next Steps 2. Community education materials on the health, environmental and economic impacts of failing septic systems; implications of service extension including physical and managerial consolidation; and processes and decisions related to a potential wastewater project. 3. Hold at least 12 community meetings.

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	<ol style="list-style-type: none"> 5. Develop and implement community wide surveys or other tools in Lanare, Soultz Tract, Loan Oak and Matheny Tract to identify septic system issues, quantify maintenance costs, and assess interest in abandoning septic systems and converting to a public wastewater system 6. Phone Check in With Rose Foundation 	
<p style="text-align: center;">50% complete— 12 month mark Target project period: 24 months</p>	<ol style="list-style-type: none"> 1. Support efforts to seek funding for septic to sewer conversion and / or drinking water consolidation projects 2. Engage in Regional assessment of opportunities to initiate and / or support septic to sewer or water consolidation campaigns 3. Engage in relevant decision making processes to ensure necessary local government approvals for conversion and/or consolidation 4. Identify communities for septic to sewer and / or water consolidation campaign 5. Evaluate efforts to date and identify best practices, lessons learned and valuable resources 6. Written Progress Report to Rose Foundation 7. See ongoing activities below 	<ol style="list-style-type: none"> 1. At least one completed feasibility study with community input included in the study 2. Regional assessment of opportunities for septic to sewer conversion and / or water consolidation completed 3. 1-2 local necessary government decisions authorizing septic conversion and/or consolidation 4. 1-2 additional communities identified for septic to sewer and / or drinking water consolidation campaign 5. Report completed on best practices, lessons learned and valuable resources (e.g. surveys, outreach material) 6. Community Surveys administered to at least 100 residents
<p style="text-align: center;">75% complete— 18month mark Target project period: 24 months</p>	<ol style="list-style-type: none"> 1. Finalize funding application for conversion and / or consolidation project in identified communities 2. Initiate Conversion and or consolidation project in at least one additional community 	<ol style="list-style-type: none"> 1. At least one additional completed feasibility study with community input included in the study 2. Funding application(s) submitted for implementation of a septic conversion or consolidation project in Lanare, Soultz Tract, Loan Oak and / or Matheny Tract (at least one funding application submitted)

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	<ol style="list-style-type: none"> 3. Phone Check in with Rose Foundation 4. See ongoing activities below 	<ol style="list-style-type: none"> 3. 1-2 local government decisions authorizing conversion and/or consolidation 4. Conversion and / or consolidation campaign launched in at least one additional community
<p>100% complete— 24 month mark Target project period: 24 months</p>	<ol style="list-style-type: none"> 1. Initiate Conversion and or consolidation project in at least one additional community 2. Update report on best practices, lessons learned and valuable resources 3. Final Report to Rose Foundation 4. See ongoing activities below 	<ol style="list-style-type: none"> 1. At least one Completed conversion and/or consolidation project. 2. Funding application(s) submitted for at least one additional septic conversion or consolidation project in Lanare, Soult's Tract, Loan Oak and / or Matheny Tract 3. Completed feasibility plans for conversion and/or consolidation for an additional 1-2 communities. 4. Updated report on best practices, lessons learned and valuable resources (e.g. surveys, outreach material)
Ongoing Tasks	<ol style="list-style-type: none"> 1. Community outreach and organizing / Monitor and engage communities in implementation of conversion or consolidation process 2. Continued engagement in conversion and consolidation projects up to and following completion 3. Build on relationships with local (Lanare Community Services District, Riverdale Public Utilities District, Soult's Tract Mutual) and regional government agencies (Fresno LAFCO, Fresno County, Tulare LAFCO, Tulare County, City of Tulare, relevant agencies in other counties) to ensure collaboration throughout the process and facilitate project success. 4. Build on relationships with state level agencies to identify and address funding and other barriers to septic to sewer conversion and drinking water consolidation 	

PROJECT BUDGET

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Central Valley Disadvantaged Community Water Quality Grants Program

Proposed Budget for 12 month Project Implementation

<i>Personnel</i>	year 1	year 2	Total Project Costs	Request to The Rose Foundation
Co-director (.15)	\$10,500	\$11,235	\$21,735	\$9,781
Policy Advocate (1)	\$50,000	\$53,500	\$103,500	\$46,575
Staff Attorney (.25)	\$15,000	\$16,050	\$31,050	\$14,128
Program Assistant (.1)	\$5,500	\$4,400	\$9,900	\$4,455
<i>Benefits @ 32%</i>	\$25,920	\$27,259	\$53,179	\$23,980
Total Personnel	\$106,920	\$112,444	\$219,364	\$98,919
Non-Personnel			\$0	
Operating Costs			\$0	
Phones / internet	\$1,238	\$1,299	\$2,537	\$1,142
Equipment and Supplies	\$1,250	\$250	\$1,500	\$675
Travel	\$3,120	\$3,276	\$6,396	\$2,878
Printing	\$240	\$252	\$492	\$221
Meeting expenses	\$556	\$584	\$1,140	\$513
Total Non-Personnel	\$6,404	\$5,661	\$12,065	\$5,429
Direct Costs	\$113,324	\$118,105	\$231,429	\$104,348
<i>Indirect Costs (15%)</i>	\$16,999	\$17,716	\$34,715	\$15,652
Total Direct and Indirect	\$130,323	\$135,821	\$266,144	\$120,000
Other Costs				
Total Other Costs				
Grand Total	\$130,323	\$135,821	\$266,144	\$120,000

BUDGET NOTES

Personnel

The co-director will establish long term and intermediate goals for the project and supervise both the policy advocate and staff attorney to ensure project completion

The Policy Advocate will be primarily responsible for implementing the project with support from the co-director and staff attorney

The staff attorney will assist in project implementation and will be responsible for legal analysis of relevant laws and regulations including those related to LAFCO processes and proposition 218

The Program Assistant will assist in activities related

Non-Personnel

Phones and Internet are the portion of landline, internet and cell phone costs attributable to the project

Equipment and supplies includes general office supplies, meeting supplies, education and outreach supplies, and costs partial costs of a computer and camera to support project activities

Travel costs include travel to community meetings, meetings with stakeholders (approx. 96 meetings at \$65 per meeting for mileage, one meal)

Printing includes printing costs for educational materials and for reports (as applicable)

Meeting costs include food and miscellaneous meeting expenses

Indirect costs include fees to Tides Center for admin. services, insurance, membership fees & other indirect costs

PROJECT PROPOSAL

DAC Engagement in Regional Water Planning

Amount Requested: \$74,936

Summary Description: This project will improve DAC participation in IRWM and SGMA activities by working directly with DACs, IRWM, and SGMA groups to build capacity, foster relationships, address current barriers, minimize future barriers and support development of ground water sustainability projects. Two recent DWR-funded DAC studies recommended intentional engagement of DACs to improve their participation in ground water management at both the local community and broader regional levels. SGMA created a statewide program similar to IRWM in its requirement for collaboration and building of alliances for regional water management. Rural community advocates fear that SGMA could repeat IRWM's errors which lack adequate engagement of DACs.

Detailed Project Description: Lack of DAC participation is already evident in the current SGMA GSA and GSP formation process. Insufficiently engaging DACs during this, and future, stages of SGMA could be especially perilous for rural SJV communities, most of whom depend entirely on groundwater for their domestic water supply. The rules that are formed under SGMA will regulate who can pump groundwater, and for what purpose; if communities do not speak up for their rights as groundwater users under this new system, their very existence could be at stake.

This project will focus on identifying and increasing opportunities for DACs in the Tulare Lake Basin to directly participate in the water management process, support the development of regional goals and objectives, influence rulemaking, partner with other water interests to address local needs and ultimately have a voice in long term water planning and groundwater regulation. Previously these efforts were to be geared toward overall IRWM goals. SGMA creates a game-changing program that presents state mandated opportunities for rural communities to climb aboard and be a part of the water management solution. Community Development staff at SHE will utilize a variety of outreach strategies to define the gaps between DACs and water management and planning resources, connect DACs with these resources, and work to address the gaps and barriers related to IRWMs, and diminish future gaps and barriers for sound, effective SGMA mandated regional water management. Efforts will be focused on the IRWM and SGMA groups representing the Upper Kings area, the Tule sub-basin and the Kaweah sub-basin. Disadvantaged communities to be targeted for engagement include, but are not limited to: Allensworth, Alpaugh, Sultana, East Orosi and Lanare.

The Project objectives are to: 1) engage DACs, IRWM groups and Groundwater Sustainability Agencies (GSAs) in defining participation and project development challenges related to local, regional and sustainable ground water supply and management, (2) work with IRWM and SGMA groups to develop plans to utilize future DAC engagement funds; 3) build capacity and foster working relationships, 4) address local IRWM barriers and minimize future SGMA barriers; and 5) support development of water projects that lead to sustainable local and regional ground water management.

Many of the same water management individuals (agencies, municipal and county staff, etc.) who are engaged in IRWMs are also participating in SGMA workgroups. So the same thought processes about DACs, their needs, how much representation they should or should not have on decision making related to IRWMs carries over into those same thoughts about SGMA. Rather than just trying to "fix" those perceptions in established IRWM groups, SHE desires to take advantage of the new opportunity SGMA

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creates, work ahead of the train and lay track for more DAC engagement *before* all the decisions are made that DACs will be required to implement, potentially without their input initially.

The strategies to accomplish this are to 1) increase communication with both IRWM and SGMA working groups to identify and define the gaps between them and their DACs *and* pursue solutions to resolve those gaps; 2) bring DAC representatives to the SGMA working group meetings; 3) represent those DACs that can't, usually due to lack of staff, do so for themselves, 4) arrange a minimum of one, preferably two, tours and site visits with the goal to spark and develop strong working relationships among DAC residents, IRWM members and GSA stakeholders, as well as encourage creative and innovative regional water sustainability solutions. Isolated water management can be no more; everyone has to learn how to work together toward regional water management.

One example of a local regional solution is the intentional placement of a future irrigation district recharge basin up-gradient of a rural community known to have nitrate and water supply issues. SHE has identified patterns of local water basins seeming to diminish, or eliminate, nitrate contamination in shallow domestic wells. Sharing that information with local irrigation districts is causing them to consider positive impacts on rural community water supplies as they identify strategic locations for recharge basins. Another was a temporary, but beneficial, impact on drought caused domestic dry wells this past summer, when this same irrigation district strongly considered where it would release its limited stored water into canals for irrigation that would also positively impact communities with shallow domestic wells. It actually worked, for a couple months, delaying one well (perhaps more) running dry during the summer. This intentional "beneficial use" planning would not be part of the thought and planning process without ongoing opportunities for DACs, (or representatives of DACs like SHE) and water management agencies to share and discuss concerns, observed beneficial patterns, and potential solutions.

Another major barrier that needs to be addressed is the ongoing need for cost-sharing on the part of all groups participating in IRWM and SGMA jurisdictions, including DACs. The need to help local IRWM groups and GSAs identify a feasible and reasonable mechanism for DACs to share in the cost of planning and application development, as well as ongoing support for the GSAs is important and necessary; absent such a mechanism, DAC projects are at constant risk of being excluded from funding proposals and may be left out of GSP development. SHE staff will facilitate discussions between IRWMs, GSAs and DACs to establish mutually supported cost-sharing policies, and will engage DWR in these discussions as needed.

This project will lay the groundwork for effective partnerships between DACs, IRWM groups, GSAs, water managers and consultants, local governmental agencies such as counties, and among DACs themselves. This project could be a model for IRWMPs and GSAs to provide attainable opportunities for DACs to "come to the table" and engage in regional water management. Many IRWMPs and SGMA group need as much education about DAC needs as the DACs need about water management. GSAs provide an opportunity for a new beginning. To bridge the gap between DACs and the resources available, the bridge must be built from both sides of the chasm.

Acronyms:

SGMA	Sustainable Groundwater Management Act of 2014
GSA	Groundwater Sustainability Agency, formed pursuant to SGMA
GSP	Groundwater Sustainability Plan
IRWM(P)	Integrated Regional Water Management (Plan)
DAC	Disadvantaged Community

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Timeline & Deliverables		
Milestone	Tasks	Deliverables
<p>25% complete— Within 3 months of obtaining grant and ongoing throughout the grant period as needed.</p>	<p>Identify current barriers to DAC participation.</p> <p>Provide Local Support to DACs, IRWM, and SGMA working Groups to identify and address gaps and challenges to DAC participation in IRWM and SGMA processes</p>	<p>Attend a minimum of two IRWM meetings and three SGMA meetings. Encourage and support identified 3-5 DACs to participate as well. Represent those who can't.</p> <p>Schedule one to two educational tours to take place within the identified areas of focus (Upper Kings, Tule, Kaweah sub-basins).</p> <p>Attend a minimum of three SGMA meetings impacting identified DACs. Encourage and support identified 3-5 DACs to participate as well. Represent those who can't.</p> <p>Phone check-in with Foundation representative.</p>
<p>50% complete— Within 6 months of obtaining grant and ongoing throughout the grant period as needed.</p>	<p>Through participation in IRWM meetings and conversation with IRWM leaders, address local IRWM barriers to DAC participation.</p> <p>In same manner, work to prevent/diminish similar barriers in the SGMA process.</p> <p>If DAC engagement money has been awarded to IRWM groups by DWR, engage IRWM groups who want to create a plan for spending this funding.</p>	<p>Attend a minimum of two IRWM meetings and three SGMA meetings. Encourage and support identified 3-5 DACs to participate as well. Represent those who can't.</p> <p>Send invitations and recruit participation in educational tour(s). Finalize tour details and destinations within the area of focus.</p> <p>Attend a minimum of three SGMA meetings impacting identified DACs. Encourage and support identified 3-5 DACs to participate as well. Represent those who can't.</p> <p>Identify at least two IRWM groups whom SHE will assist in writing DAC engagement plans (if DAC engagement money has been made available).</p> <p>Written Progress Report</p>
<p>75% complete— Within 9 months of obtaining grant and ongoing throughout the grant period as needed.</p>	<p>Through participation in IRWM and SGMA meetings, (with DAC representation) address current and potential barriers to DACs having a voting (decision making) voice in both processes.</p> <p>If DAC engagement money has been awarded to IRWM groups, complete draft plans for engagement.</p>	<p>Attend a minimum of two IRWM meetings and three SGMA meetings. Encourage and support identified 3-5 DACs to participate as well. Represent those who can't.</p> <p>Lead one or two educational tours within the area of focus; visit community facilities, local resources and water agencies.</p> <p>Attend a minimum of three SGMA meetings</p>

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		<p>impacting identified DACs. Encourage and support identified 3-5 DACs to participate as well. Represent those who can't.</p> <p>Complete drafts of DAC engagement plans with at least two IWRM groups (if funding has been made available).</p> <p>Phone check-in with Foundation representative</p>
<p>100% complete— Within 12 months of obtaining grant.</p>	<p>Through participation in IRWM and SGMA meetings, (with DAC representation) address current and potential barriers to DACs need of technical assistance to seek funds to address water supply and management needs and continue engaging in the GSA and GSP processes.</p> <p>Build on relationships developed and lessons learned during educational tours to solidify working relationships among stakeholders.</p> <p>Assist IRWM groups to complete meaningful DAC engagement plans to utilize DWR grants for this purpose.</p>	<p>Attend monthly IRWM meetings, participating as feasible. Support identified 3-5 DACs to participate. Represent those who can't.</p> <p>Participate in scheduled SGMA meetings impacting identified DACs. Support identified 3-5 DACs to participate. Represent those who can't.</p> <p>Finalize DAC engagement plans with at least two IWRM groups (if funding has been made available as expected).</p> <p>Written Final Report</p>
<p>Ongoing Tasks</p>	<ol style="list-style-type: none"> 1. SHE staff meetings to collaborate, share challenges, solutions and results. 2. Communicate with local agencies/personnel working toward same results. 3. Attend County meetings, as appropriate (related to SGMA and IRWM). 4. Attend DAC Board or water system meetings as needed. 	

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PROJECT BUDGET

Please See Attached

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STEWARDSHIP IN THE SOUTHERN SIERRA

Kern/Tule Watersheds Disadvantaged Communities Water Quality Improvement and Outreach 2016

Amount Requested: \$ 20,000

Summary Description:

WildPlaces' Kern/Tule Watersheds Disadvantaged Communities Water Quality Improvement & Outreach 2016 Project takes a holistic approach to water, considering the entire watershed and its natural systems as a way to create long-term water quality solutions, drought mitigation, and climate change impacts, along with the immediate needs of the most impacted local communities as education, engagement, empowerment, and being part of the solution. Community outreach and education combined with hands-on, place-based restorative activities are crucial principals in our approach and offer cost effective means by which to do so. WildPlaces, as a well-established community-based watershed stewardship organization, proposes a broad and long-term strategy to improve water and natural habitat quality bonding disadvantaged communities with their clean water source.

The Tule and Kern are two major watersheds within the Southern Sierra Nevada and the South San Joaquin Valley. These watershed demonstrate some resilience to climate change and drought conditions, but are at risk of decline. Repairing meadows, like Long Meadow, means repairing an immense clean water system. Downhill human habitats within the service area of the Central Valley Regional Water Quality Control Board will benefit from the function of the meadow to improve water quality. Removing waste and pollution from the Tule and Kern River will have a tangible effect in improving water quality and increasing community knowledge about watershed health. By embracing an ecosystem-wide approach, this project, through water education, community outreach, land-based restoration, and stewardship activities, will engage disadvantaged communities to improve water and habitat quality. Protecting and restoring upland habitat and watersheds will improve conditions in the targeted disadvantaged communities by bringing diverse neighborhood members together to take action toward the common goal of watershed restoration. This empowerment lifts individuals as solution-makers, gaining a greater understanding of the water system, and knowing their actions will directly preserve water quantity where they live.

Detailed Project Description:

The ecosystem-wide approach of WildPlaces' Kern/Tule Watersheds Disadvantaged Communities Water Quality Improvement & Outreach 2016 Project provides water ecology education, community outreach, land-based restoration, and stewardship activities to engage disadvantaged communities to improve water and habitat quality in upland areas. Protecting and restoring upland habitat and watersheds will improve conditions in the targeted disadvantaged communities by bringing diverse neighborhood members together to take action toward the common goal of watershed restoration and water quality protection. Visiting local schools to present an assembly on watershed preservation with a response component will educate and engage youth who, in turn, will share information with their parents. Families, who live in areas most impacted by the draught and families who are river users will be empowered to participate as solution-makers, knowing their actions will directly preserve water quality and quality where they live. Youth will gain a greater sense of self-esteem, people skills, and leadership training, all of which

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they will bring back to their home communities as assets. They will, also, benefit from a more positive frame of mind from being immersed in nature with which to deal with the stresses of their immediate and personal water crisis in a constructive way.

WildPlaces' (WP) work plan for this project will begin with two community outreach events; one in East Porterville and one in Arvin. These are designed to gain interest and dialogue with community members about their efforts and concerns regarding water scarcity and poor quality and to inform the communities about our watershed-wide approach to improving water quality.

WP will present a watershed informational assembly at two schools in the WP community of East Porterville where children are most affected by the drought, whose homes are not connected to the Porterville City water system and whose wells are dry, in danger of going dry, or are being supplied with emergency water delivered by Tulare County; John J Doyle Elementary School (K-6 grades, enrollment est. 700) and Alta Vista Elementary School (K-5 grades, enrollment est. 300).

Arvin schools have a long relationship with the Dolores Huerta Foundation, a partner of WP on many high country events. As a result, WP is familiar to many families in the Arvin community. These children, also affected by drought situations in their farming community, face, not only water restrictions, but water contamination from agriculture and surrounding oil waste of high arsenic and other toxins. Sierra Vista Elementary School (K-6 grades, enrollment est. 700) and Di Gorgio Elementary School (K-6 grades, enrollment est. 300) in Arvin would be targeted for assemblies and essay contest participation.

The watershed informational assembly would include a video, side presentation, and grade appropriate lecture about the water ecosystem, water pollution, and what saving water means. Presenters would be two WP youth leader staff, who are bi-lingual and local community members. All students who attend the assemblies would be invited to participate in an essay contest entitled, "Be a Water Warrior". Support information and a story frame packets would be given to each classroom teacher prior to pre-contest assemblies. Students would complete assays in class. (30% participation will generate 300 response essay contest entries each, from Porterville and Arvin.) WP would collect essays from the school sites, select finalists according to a grade appropriate rubric, and WP Advisory Board members would select the co-winners (one finalist from K-2, one finalist from 3-6 grades from each of the four schools with a total of eight winners).

WildPlaces would publish winners in the local newspapers with the announcement of an upcoming community WP hosted event. WP will invite residences and businesses in East Porterville and Arvin to encourage voluntary pollution reduction and water conservation. WildPlaces leaders, staff and volunteers, who are community members, will share a bi-lingual presentation will include topics on local surface and groundwater quality and what people can do to improve water quality. Essay Contest winners will be on hand to read their essays, receive certificates, prizes, and \$50 gift certificates. Community youth will be invited to participate in field conservation events in their specific area.

Following the first East Porterville Community Outreach, two Tule River Watershed Stewardship events on the middle fork of the Tule River will offer a total of approximately 25 community members from East Porterville the opportunity to directly participate in pollution prevention activities. WP staff and

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STEWARDSHIP IN THE SOUTHERN SIERRA

volunteer leaders will introduce topics in watershed-oriented environmental education, topographical map use, and information collection: water quality data by measuring turbidity, temperature, and conducting macro-invertebrate surveys. Participants may make journal entries of their information along with photo/video documentation using WP provided digital tablets. These volunteers will have the opportunity to outreach to river users about river and water conservation and participate in clean-up, waste, and graffiti removal along the River which are designed to encourage direct pollution reduction and watershed protection. Participants may create a digital visual presentation from collected data from both Watershed Stewardship events to present at the second outreach event in East Porterville.

The Long Meadow Willow Restoration events in the Kern River watershed will occur following the community outreach event in Arvin. These are riparian habitat conservation and protection activities and will include two willow planting events at the Long Meadow Restoration site wherein a total of approximately 25 community members will participate in completing science-based restoration of willows along the damaged meadow. They will learn about watersheds, the difference between ground and surface water, and importantly, will participate directly in the meadow's recovery. Participants may create journal documentation and photo essays, using WP provided digital tablets, of their experience of willow restoration at Long Meadow which will be presented at the final community outreach event held in Arvin.

WildPlaces will complete the grant cycle by hosting two culminating Community Outreach events, one in East Porterville and one in Arvin. WP will dialog with community members on their current water challenges and management progress and discuss future next steps. Volunteers will be supported to present the results of their field activities with their documentation information and photo essays, to share success/challenges encountered, and their personal insights of the natural watershed system and its effects on their particular community.

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STEWARDSHIP IN THE SOUTHERN SIERRA

Timeline & Deliverables		
Milestone	Tasks	Deliverables
25% complete— 3 month mark. Target project period: 12 months	<ol style="list-style-type: none"> 1. Watershed informational assemblies at two local schools in Porterville. 2. Collect est. 300 essay entries from Porterville. 3. Watershed informational assemblies at two local schools in Arvin. 4. Collect est. 300 essay entries from Arvin. 	<ol style="list-style-type: none"> 1. Gain participation in an essay contest entitled, “Be a Water Warrior”. 2. Phone check-in with Rose Foundation staff
50% complete— 6 month mark Target project period: 12 months	<ol style="list-style-type: none"> 1. Publicized community events in the local newspapers, announce essay winners. 2. Porterville Outreach Event 3. Arvin Outreach Event 	<ol style="list-style-type: none"> 1. Dialogue with community members about their efforts and concerns regarding water scarcity and poor quality. 2. Inform the communities about our watershed-wide approach to improving water quality. 3. Invite youth to participate in field conservation events 4. Written progress report to Rose Foundation
75% complete— 9 month mark Target project period: 12 months	<ol style="list-style-type: none"> 1. Two Tule River (Porterville) Watershed Stewardship events. 	<ol style="list-style-type: none"> 1. 25 East Porterville residents to directly participate in pollution prevention activities, water quality monitoring, graffiti/trash removal, watershed education. 2. Phone check-in with Rose Foundation staff
100% complete—12 month mark Target project period: 12 months	<ol style="list-style-type: none"> 1. Long Meadow Willow Restoration event #1 2. Long Meadow Willow Restoration event #2 3. Follow-up Event - Arvin 4. Follow-up Event - Porterville 	<ol style="list-style-type: none"> 1. 25 Arvin residents will participate in riparian habitat conservation and protection activities and will include two willow planting events at the Long Meadow Restoration site. 2. Science-based restoration of willows 3. Plant 100 willow trees on Long Meadow 4. Ground water/surface water education. 5. Share Journal Documentation at Follow-up Events 6. Final report to Rose Foundation
Ongoing Tasks	<ol style="list-style-type: none"> 1. Continue sourcing funding to further this program until 2018 2. Recruit youth as Board of Director members for WildPlaces 	

ATTACHMENT C

**Memorandum of Agreement
between the
California Department of Fish and Game
and the
National Fish and Wildlife Foundation
to establish the
Environmental Fund for Habitat and Incident-Specific Restoration Projects**

1. This Memorandum of Agreement (Agreement) is entered by the National Fish and Wildlife Foundation (Foundation or NFWF) and the California Department of Fish and Game (CDFG) on behalf of the public as well as fish, wildlife and their habitat.

I. Definitions

2. "Habitat Restoration Projects" means restoration projects developed for one of the following habitat types: (1) Wetlands (salt); (2) Wetlands (fresh and vernal pools); (3) Riverine (includes riparian corridor, in stream and near-stream); (4) Coastal (rocky intertidal, artificial reefs, dunes, and estuarine); and (5) Uplands.

3. "Habitats Restoration Committee" or "Committee" means the committee of CDFG and NFWF representatives appointed to select Habitat Restoration Projects to be funded by the Environmental Fund for Habitat and Incident-Specific Restoration Projects.

4. "Incident Specific Restoration Projects" means restoration projects identified or developed for a specific release or discharge.

5. "Natural Resource Damages" means the damages for injury to, destruction of, loss of, or loss of use and enjoyment of natural resources, including the reasonable costs of assessing those damages.

6. "Restoration" means to restore, replace, rehabilitate and/or acquire the equivalent of natural resources and related services that were injured, lost, or destroyed by a release or discharge of oil, hazardous substance, and/or any substance or material deleterious to fish, wildlife, or their habitat.

7. "Settlement" includes out of court settlements, Stipulated Judgments, and Court approved Settlement Agreements and Judgments.

II. Purpose

8. The Foundation shall establish a fund to be known as the Environmental Fund for Habitat and Incident-Specific Restoration Projects (hereafter referred to as the "Habitat Restoration Fund" or the "Fund"). The purposes of the Habitat Restoration Fund are (a) to receive Natural Resource Damages and/or monies earmarked for Restoration projects, (b) to provide funding for Restoration projects, (c) to reimburse the CDFG for costs associated with developing and implementing Restoration plans, including permitting (as necessary), monitoring

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and oversight; and (d) to provide funding to develop and/or implement the following: (1) Incident Specific Restoration Projects that are specified in the Settlement documents or Court Order, or selected in accordance with the terms of the Settlement or Court Order and the Restoration Planning Criteria specified in Attachment A; or (2) Habitat Restoration Projects which benefit habitat types similar to those injured by the discharge or release and which meet the Restoration Planning Criteria specified in Attachment A.

III. Funding

9. This Fund may be funded with Settlement funds designated as Natural Resource Damages and/or earmarked for Restoration projects from various CDFG Settlements throughout the State of California. This Fund may also be funded with Court awarded Natural Resource Damages. Hereafter, the monies placed into this Fund shall be referred to as “Project Funds”.

10. Project Funds shall either be earmarked for Incident Specific Restoration Projects or pooled according to habitat type to fund Habitat Restoration Projects. Project Funds that are earmarked for Incident Specific Restoration Projects shall be accounted for with a separate sub-account established for that incident. Project Funds that are not earmarked for Incident-Specific Restoration Projects shall be accounted for with one or more of the Habitat sub-accounts pursuant to paragraph 19 below. The CDFG shall advise the Foundation whether Project Funds from a particular release or discharge should be accounted for with an incident specific sub-account or with other funds in one or more of the Habitat sub-accounts.

11. Project Funds directly deposited into the Fund shall not be deemed Federal funds within the meaning of 16 United States Code section 3703(e) and shall not be deemed State moneys within the meaning of California Government Code section 16305.2.

IV. Manager

12. The Foundation shall be Manager of the Fund.

13. For purposes of enforcement of this Agreement, the Foundation submits to the jurisdiction of the Sacramento County Superior Court or alternatively, with regard to particular Project Funds, to the jurisdiction of the Court that approved the Settlement and/or entered the Stipulated Judgment.

14. In addition to the powers expressly granted to the Manager by this Agreement, the Manager shall have all other powers granted to trustees under the laws of the State of California, except as otherwise provided in this Agreement.

15. The CDFG shall have the right to ask the Court to remove the Manager or to terminate the Fund if the CDFG determines that the Manager is not performing its duties in a manner that is consistent with the purposes of the Fund upon sixty (60) days written notice to the Manager. If the Foundation is removed as Manager, the CDFG shall appoint another qualified

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foundation or entity as Manager or petition the Court to appoint another qualified foundation or entity as Manager. Within ten (10) days of removal, the Foundation shall: (1) prepare a full and complete accounting of all Project Funds received, deposited, held, disbursed, managed, expended or otherwise controlled by the Manager; (2) submit to the CDFG any payment requests as provided for in paragraph 35; (3) refund the excess overhead in the event the Foundation is removed prior to the expiration of the term for which overhead has been prepaid; and (4) transfer any and all monies in the restricted account and all necessary records to the new Manager as specified by the CDFG or the Court. The change in Manager shall not otherwise alter the terms of this Agreement.

16. The Foundation may resign as Manager at any time for cause upon sixty (60) days written notice to the CDFG. If the Foundation resigns, the CDFG shall appoint a new Manager or petition the Court to appoint a new Manager, and the Foundation shall, within ten (10) days of providing written notice to the CDFG: (1) prepare a full and complete accounting of all Project Funds received, deposited, held, disbursed, managed, expended or otherwise controlled by the Manager; (2) submit to the CDFG any payment requests as provided for in paragraph 35; (3) in the event the Foundation resigns prior to the expiration of the term for which overhead has been prepaid, the Foundation shall refund the excess overhead; and (4) transfer any and all monies in the restricted account and all necessary records to the new Manager as specified by the CDFG or the Court. The change in Manager shall not otherwise alter the terms of this Agreement.

17. Unless otherwise agreed to by the CDFG, the Foundation shall not hold an interest in any property acquired with Project Funds nor shall it acquire, manage or dispose of such property.

V. Beneficiaries

18. The People of the State of California and the CDFG, on behalf of fish, wildlife and their habitat, are the beneficiaries of the Fund.

VI. Duties of Manager

19. The Manager shall maintain all Project Funds in a single segregated account (the "Account"), separate from all other Foundation accounts. Separate sub-accounts shall be established for funds deposited from Settlements for Incident Specific Restoration Projects. Five habitat sub-accounts shall be created to hold pooled funds to be used for Habitat Restoration Projects. The five habitat sub-accounts shall consist of the following: (1) a Saltwater Wetlands Habitat sub-account; (2) a Freshwater Wetlands Habitat sub-account (includes vernal pools); (3) a Riverine Habitat sub-account (includes riparian corridor, in stream and near-stream habitats); (4) a Coastal Habitat sub-account (includes rocky intertidal, artificial reefs, dunes, and estuarine habitats); and (5) an Uplands Habitat sub-account. The Manager may create additional, or adjust existing, categories of Habitat Restoration Projects based upon habitat type and create additional, or adjust existing, habitat sub-accounts pursuant to a written Amendment of this Fund in accordance with paragraph 38.

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20. All Project Funds held in the Account shall be invested according to Foundation investment policy unless otherwise directed by the CDFG. Interest and earnings accruing to the Account shall be reinvested in the Account and used to carry out the purposes of the Fund.

21. The Manager shall not be required to account for more than 20 sub-accounts at any point in time, including the five habitat sub-accounts. This number may be increased pursuant to a written Amendment of this Fund in accordance with paragraph 38.

22. The Manager is authorized and obligated to make disbursements of funds from the sub-accounts pursuant to paragraphs 26, 27, 28, 29, and/or 32 below.

23. The Foundation shall appoint an individual (the “Foundation Representative”), who will represent the Foundation in carrying out its obligations as Manager under this Agreement. The Foundation shall identify to the CDFG, in writing, the identity, mailing address, and phone number of the Foundation Representative. Any change in the Foundation Representative shall be communicated to the CDFG within ten (10) business days of the change.

24. The Manager shall use the Project Funds to fund, subject to paragraphs 26, 27, 28, 29, and/or 32 below, Incident Specific Restoration Projects as directed by the CDFG and/or Habitat Restoration projects as directed by the Habitats Restoration Committee.

25. The Manager shall submit to the CDFG a bi-annual Statement of Account Activity including interest earned on the Account and an accounting of credits to and debits from each sub-account.

VII. Funding of Incident Specific and/or Habitat Restoration Projects

26. Project Funds accounted for with incident specific sub-accounts shall be used to fund Incident Specific Restoration Projects selected by the CDFG representative(s) assigned to select projects for a given incident (“Incident Representatives”). Such projects must be consistent with the terms of the Settlement and meet the Restoration Planning Criteria attached as Appendix A.

27. The Incident Representatives shall be appointed by the Administrator of the CDFG Office of Spill Prevention and Response (OSPR) and/or the Regional Manager of the region in which the spill or discharge occurred. The Incident Representative(s) shall have the authority to direct disbursements from a specified incident sub-account to facilitate Restoration planning and implementation activities for a specified incident pursuant to the terms of this Agreement. The CDFG shall notify NFWF in writing of the names, addresses, email addresses, telephone numbers, and facsimile numbers of the Incident Representative(s) assigned to select and oversee projects for a given incident. The Incident Representative(s) assigned to select and

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oversee projects for a given incident may consult with NFWF regarding project ideas and the availability of matching funds prior to selecting the projects for a given incident.

28. Project Funds accounted for with Habitat Restoration sub-accounts shall be used to develop and fund Habitat Restoration Projects selected by the Habitat Restoration Committee. The development of Habitat Restoration Projects may consist of compiling databases that identify existing, planned, or proposed restoration projects for the habitat types described in paragraph 19 above. Projects selected for funding must meet the Restoration Planning Criteria attached as Appendix A.

29. The Habitats Restoration Committee shall be comprised of two CDFG/OSPR Committee representatives appointed by the Administrator of the CDFG/OSPR, one of whom shall be designated as the administrative lead for the Committee. In addition, each Regional Manager for the seven CDFG Regions may appoint one CDFG Regional representative to participate on the Committee. Finally, the Foundation Representative will serve on the Committee in an advisory capacity with respect to project ideas, project selection, and the availability of matching NFWF/grant funds for certain projects. The Habitats Restoration Committee shall have the authority, through the administrative lead, to direct disbursements from the five habitat sub-accounts to facilitate Restoration planning and implementation activities for Habitat Restoration Projects pursuant to the terms of this Agreement. The CDFG shall notify NFWF in writing of the names, addresses, email addresses, telephone numbers, and facsimile numbers of the CDFG/OSPR and CDFG Regional representatives appointed to the Habitats Restoration Committee, and identify the administrative lead for the Committee. The NFWF shall notify CDFG in writing of the name, addresses, email addresses, telephone numbers, and facsimile numbers of the Foundation Representative.

30. The Administrator of the OSPR has appointed two CDFG/OSPR Administrative representatives (the “OSPR Administrative Representatives”) for purposes of communicating with the Foundation regarding the overall management of the Fund, decisions of the Incident Representatives and/or the Habitats Restoration Committee, disbursements from the Fund to facilitate Restoration planning and implementation activities pursuant to the terms of this Agreement, approval of extraordinary expenses, amendments to this Agreement, notifications, and termination of this Agreement. The OSPR Administrative Representatives shall be Steve Sawyer, Staff Counsel III & Ken Mayer, Scientific Branch Chief. Any change in the OSPR Administrative Representative(s) shall be communicated to the Foundation in writing within ten (10) business days of the change.

31. Any action taken by the Manager in strict accordance with this Agreement and instructions from the OSPR Administrative Representatives, the Incident Representative(s), and/or the administrative lead for Habitats Restoration Committee shall be considered authorized by the CDFG.

32. The Manager shall make disbursements from the Trust Fund to facilitate Restoration planning and implementation activities only when one of the designated Incident

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Representative(s), or the administrative lead for the Habitats Restoration Committee have submitted a letter to the Manager authorizing disbursements approved by the CDFG. The Incident Representative(s) and/or the administrative lead for the Habitats Restoration Committee shall advise the Manager regarding the sub-account from which debits are to be made.

VIII. Payment of Manager Expenses and Disbursement of Funds

33. The Manager shall receive an initial administrative overhead reimbursement equal to two percent (2%) of all Project Funds deposited into the Habitat Restoration Fund., at the time of each deposit. Additionally, the Manager shall receive an administrative fee equal to three percent (3%) of all disbursements from the Fund. These fees will be collected by the Manager from the Fund on a quarterly basis in arrears and reported in writing to the OSPR Administrative Representatives at the time of collection. The uses of these funds include expenses for day-to-day management of the Fund, for personnel time for contracting, tracking, managing, and making disbursements from the Fund, and initial bank charges for establishment of the Account. All other bank charges shall be paid from accrued interest on the Account or from the corpus of the Fund to the extent not covered by accrued interest. Except as provided in paragraphs 34 and 35, the Manager shall make no additional charges or deductions against the corpus of the Fund.

34. If this Fund is determined to be a taxable entity under the Internal Revenue Code (IRC) or is required to file any returns or other documents with the Internal Revenue Service, the Manager may retain external expertise and assistance in creation and/or preparation of this information. All associated fees and costs incurred associated with these activities and any appropriate taxes, tax return preparation costs, and necessary audit fees will be paid out of the accrued interest, and to the extent not covered by accrued interest, shall be paid from the corpus of the Fund. Costs incurred pursuant to this section will be collected by the Manager from the Fund in arrears and reported in writing to the OSPR Administrative Representatives at the time of collection. Pursuant to Section 115 of the IRC, the income derived under this Agreement arises from the exercise of an essential governmental function with the benefit of accruing to the State of California, or a political subdivision thereof.

35. The Manager will also be reimbursed for necessary expenses not contemplated in paragraphs 33 or 34 provided that such expenses were approved in writing as both reasonable and necessary by the OSPR Administrative Representative(s), and were incurred in connection with the satisfaction of the Manager's obligations under this Agreement. Such expenses would generally be for extraordinary expenses.—To the extent such expenses are not covered by accrued interest, such charges shall be paid out of the corpus of the Account.

36. Upon receipt of written approval by the CDFG to fund Restoration planning and implementation activities pursuant to paragraph 32, the Manager is authorized and obliged to disburse funds from the Account as directed by the Incident Representative(s) and or administrative lead for the Habitats Restoration Committee.

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37. Nothing in this Agreement shall create any right or benefit, substantive or procedural, enforceable at law by a party against the CDFG, the Foundation, its officers, employees, or any other person.

IX. Amendments

38. This Agreement may be amended only by written agreement of the Foundation and the CDFG.

X. Notices

39. Notices to the CDFG under this Agreement shall be made in writing and may be given by delivery in person, by mail or by telecopy (facsimile) to:

Stephen Sawyer
Staff Counsel III
Office of Spill Prevention and Response
Department of Fish and Game
P.O. Box 944209
Sacramento, California 94244-2090
Telephone: (916) 324-9812
Facsimile: (916) 324-5662

Kenneth Mayer
Scientific Branch Chief
Office of Spill Prevention and Response
Department of Fish and Game
P.O. Box 944209
Sacramento, California 94244-2090
Telephone: (916) 324-9784
Facsimile: (916) 324-8829

Hand deliveries only:

1700 K Street, Suite 250
Sacramento, California 95814

Hand deliveries only:

1700 K Street, Suite 250
Sacramento, California 95814

40. Notices to the Foundation under this Agreement shall be made in writing and may be given by delivery in person, by mail or by telecopy (facsimile) to:

Ms. Rebecca Kramer
Special Funds Coordinator
National Fish and Wildlife Foundation
28 - 2nd Street, Sixth Floor
San Francisco, California 94105
Telephone: (415) 778-0999
Facsimile: (415) 778-0998
Rebecca.kramer@nfwf.org

XI. Effective Date

41. This Agreement shall become effective upon the date of execution by the Manager.

ATTACHMENT C

XII. Termination

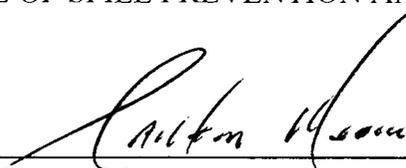
42. The Fund shall terminate when all Project Funds have been disbursed and the parties agree to termination in writing. If the Fund is terminated pursuant to this section, CDFG may request a full and complete accounting of all Project Funds received, deposited, held, disbursed, managed, expended or otherwise controlled by the Manager.

43. This Fund may also be terminated by the CDFG upon thirty days (30) written notice to the Foundation. If the Fund is terminated pursuant to this section, the Foundation shall, within ten (10) days of receipt of written notice: prepare a full and complete accounting of all Project Funds received, deposited, held, disbursed, managed, expended or otherwise controlled by the Manager; submit to the CDFG any payment requests as provided for in paragraphs 35; and/or in the event the Fund is terminated prior to the expiration of the term for which overhead has been prepaid, the Manager shall refund the excess overhead. Thereafter, the Manager shall transfer the funds subject to the Agreement to a restricted account specified by CDFG, which is dedicated to such funds.

IN WITNESS WHEREOF, the parties through their authorized representatives agree to be bound by the terms of this Agreement.

Dated: 4/11, 2003

CALIFORNIA DEPARTMENT OF FISH AND GAME
OFFICE OF SPILL PREVENTION AND RESPONSE

By: 
Carlton Moore
Interim Administrator
Office of Spill Prevention and Response

Dated: March __, 2003

NATIONAL FISH AND WILDLIFE FOUNDATION

By:  4/23/03
Claire Thorp
Director, Southwest Region

ATTACHMENT C

Appendix A Restoration Project Evaluation Criteria

Phase I - THRESHOLD CRITERIA: A project must meet the following criteria in order to be further considered and evaluated using the Screening Criteria below. If any project does not meet the Threshold Criteria, it will not be given further consideration.

- A. **Consistency with Trustees' Restoration Goals¹** Projects must meet the Trustees' intent to restore, rehabilitate, replace, enhance, or acquire the equivalent of the injured resources and resource services. In addition, projects must comply with applicable settlement documents.
- B. **Technical Feasibility²** The project must be technically and procedurally sound. Consider the level of risk or uncertainty and the degree of success of projects utilizing similar or identical techniques in the past.

Phase II - INITIAL SCREENING CRITERIA: The following initial screening criteria shall be used to determine preferred and non-preferred projects.

- C. **Relationship to Injured Resources and/or Services (nexus).^{1 2}** Projects that restore rehabilitate, replace, enhance, or acquire the equivalent of the same or similar resources or services injured by the spill are preferred to projects that benefit other comparable resources or services. Consider the types of resources or services injured by the spill, the location, and the connection or "nexus" of project benefits to those injured resources.
- D. **Avoidance of Adverse Impacts.^{1 2}** The project should avoid or minimize adverse impacts to the environment and the associated natural resources. Adverse impacts may be caused by collateral injuries when implementing, or as a result of implementing, the project. Consider avoiding future short-term and long-term injuries as well as mitigating past injuries.
- E. **Likelihood of Success.¹** Consider the potential for success and the level of expected return of resources and resource services. Consider also the ability to evaluate the success of the project, the ability to correct problems that arise during the course of the project, and the capability of individuals or organizations expected to implement the project.
- F. **Multiple Resource [and Service] Benefits.¹** Consider the extent to which the project benefits more than one natural resource or resource service. Measure in terms of the quantity and associated quality of the types of natural resources or service benefits expected to result from the project.
- G. **Time to Provide Benefits.** Consider the time it takes for benefits to be provided to the target ecosystem or public to minimize interim resource loss (sooner = better).
- H. **Duration of Benefits.** Consider the expected duration of benefits from the project. Long-term benefits are the objective.

¹ Required criterion under NOAA's regulations for oil spills (15 C.F.R. § 990.54)

² Required criterion under Interior's regulations (43 C.F.R. § 11.82)

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Phase III - ADDITIONAL SCREENING CRITERIA: The following additional screening criteria shall be used to further evaluate and prioritize projects for funding and implementation. These additional criteria are not considered to be of lesser importance than the initial screening criteria. However, in practice it may be difficult to apply these criteria to project concepts. These criteria are generally more appropriately applied after more detailed project plans and scopes of work are developed. If sufficient information is available, these criteria may also be used during the initial screening process.

- I. **Compliance with Applicable Federal, State, and Local Laws and Policies.**² The project must comply with appropriate laws and policies.
- J. **Public Health and Safety.**^{1 2} The project must not pose a threat to public health and safety.
- K. **Protection of Project [Maintenance and Oversight].** Consider the opportunities to protect the implemented project and resulting benefits over time through conservation easements, land acquisition, or other types of resource dedication. Long-term protection is preferable.
- L. **Opportunities for Collaboration.** Consider the possibility of matching funds, in-kind services, volunteer assistance, and coordination with other ongoing or proposed projects. External funding and support services that reduce costs or extend benefits are preferable. Funds, however, shall not be used to offset the costs of ongoing mitigation projects required pursuant to state or federal law.
- M. **Cost-Effectiveness.**² Consider the relationship of expected project costs to expected resource and service benefits. Seek the least costly approach to deliver an equivalent or greater amount and type of benefits.
- N. **Total Cost and Accuracy of Estimate.**¹ The total cost estimate should include costs to design, implement, monitor, and manage the project. Its validity is determined by the completeness, accuracy, and reliability of methods used to estimate costs, as well as the credibility of the person or entity submitting the estimate.
- O. **Comprehensive Range of Projects.** Consider the extent to which the project contributes to the more comprehensive restoration package. Evaluate the project for the degree to which it benefits any otherwise uncompensated spill injuries.

Phase IV - SUPPLEMENTAL CRITERIA: The following criteria should be considered when appropriate (e.g., in the case of more than one project being equally preferred after Phases I – III evaluations).

- P. **Ability to Document Benefits to the Public.** Consider the ability to document receipt or delivery of benefits to the public as a result of a project or other use of funds.
- Q. **Educational/Research Value.** Consider the project's potential for public education and outreach and/or clarifying restoration planning issues.
- R. **Non-Duplication.** Projects should not duplicate other efforts already ongoing at the same location.

¹ Required criterion under NOAA's regulations for oil spills (15 C.F.R. § 990.54)

² Required criterion under Interior's regulations (43 C.F.R. § 11.82)