

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Environmental Resources

BOARD AGENDA # *B-1

Urgent Routine

AGENDA DATE November 12, 2013

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Authorize the Director of the Department of Environmental Resources to Enter into a Grant Agreement with the California Department of Public Health for Implementation of Local Primacy Delegation for the Local Drinking Water Program

STAFF RECOMMENDATIONS:

1. Authorize the Director of the Department of Environmental Resources, or designee, to enter into and sign a Local Primacy Delegation and Grant Funding Agreement with the California Department of Public Health for implementation of the small water system regulatory program.
2. Authorize the Director of the Department of Environmental Resources, or designee, to approve and sign any amendments to the Local Primacy Delegation and Grant Funding Agreement with the California Department of Public Health for implementation of the small water system regulatory program.
3. Authorize the Director of the Department of Environmental Resources, or designee, to accept the grant, if awarded.

Continued on Page 2

FISCAL IMPACT:

The Department of Environmental Resources (DER) is responsible for implementing the small water system program, which consists of 208 water systems in Stanislaus County. The cost of this program is approximately \$251,051 annually. DER serves as the Local Primacy Agency for this program, on behalf of the State, and it is funded through a combination of fees and realignment funds. Annual revenue for the program is approximately \$148,505 from fees and \$102,546 in realignment funding.

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BOARD ACTION AS FOLLOWS:

No. 2013-580

On motion of Supervisor O'Brien, Seconded by Supervisor Withrow

and approved by the following vote,

Ayes: Supervisors: O'Brien, Withrow, Monteith, De Martini and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Authorize the Director of the Department of Environmental Resources to Enter into a Grant Agreement with the California Department of Public Health for Implementation of Local Primacy Delegation for the Local Drinking Water Program

STAFF RECOMMENDATIONS (Continued):

4. Authorize the Auditor-Controller to enter into and sign a Fiscal Agent Agreement with the California Department of Public Health for implementation of the small water system regulatory program.
5. Direct the Auditor-Controller to establish a non-interest bearing trust fund to accept, manage, and disperse monies received from the Grant Funding Agreement to the Department of Environmental Resources for eligible additional costs, in accordance with the State's Fiscal Agent requirements that any up-front lump sum distribution of grant funds be held in trust and disbursed in accordance with the Grant Funding Agreement disbursements schedule.

FISCAL IMPACT (Continued):

Realignment funds are used to support public health-related services which DER is mandated to provide but cannot charge a fee for, such as with housing complaint inspections, and for services that are underfunded due to an inability to charge as high a fee as would be needed to fully fund the program. The small water system program is an example of an underfunded program because fees would need to increase at least 69% to fully recover program costs.

As the Local Primacy Agency, DER will receive approximately \$461,000 in one-time grant funds for additional expenses which will be incurred to meet new requirements for the small water system program under the revised Local Primacy Delegation Agreement. The funding will be provided in a one-time lump sum distribution by the State to the designated County Fiscal Agent. This amount must be held in a non-interest bearing Fiscal Agent trust fund for the purposes of holding, managing, and dispersing the grant amount. The County Fiscal Agent will then be responsible for managing and tracking the disbursement of the grant amount in the Fiscal Agent trust account pursuant to the terms of the Grant Funding Agreement. Upon receipt of instructions from the State, the County Fiscal Agent will disburse grant funds to DER in three separate portions (Attachment A & B). Funds withdrawn from the trust fund may only be used for the operation of the Local Primacy Program as required by the Local Primacy Delegation Agreement and the Grant Funding Agreement.

DISCUSSION:

Public water systems, as opposed to private wells, are regulated by the California Safe Drinking Water Act to ensure that health-related drinking water standards are met. Specifically, the water delivered by these systems must at all times be pure, wholesome, potable, and provide the lowest level feasible of toxic chemicals that may cause cancer, birth defects, and other chronic diseases. For water systems with more than 200 service connections, such as in city water systems, the State maintains direct regulatory oversight. Small water system regulatory programs, or those with fewer than 200 service connections, have historically been conducted by local agencies through State-delegated enforcement to local health officers (e.g., the Local Primacy Agency). The Department of Environmental Resources (DER) is the Local Primacy Agency for the Stanislaus County unincorporated area.

Approval to Authorize the Director of the Department of Environmental Resources to Enter into a Grant Agreement with the California Department of Public Health for Implementation of Local Primacy Delegation for the Local Drinking Water Program

Retaining local primacy enables DER to stay abreast of public water system issues in the County and to provide timely responses to requests for service and information relating to public water systems. The Local Primacy Agency is tasked with enforcement of State laws and regulations applicable to the delivery of drinking water to consumers by small water systems. These responsibilities include: issuance of drinking water permits for small water systems, water system plan and technical report reviews, establishing and maintaining an inventory of small water systems, conducting and reporting routine inspections of small water systems, follow-up and reporting on deficiencies found during any inspection, providing written water quality monitoring schedules, tracking water quality sampling, reporting water quality sampling data to the State, directing local water systems to complete and submit an annual report, and taking enforcement action when necessary following the State enforcement manual. Currently in Stanislaus County, there are approximately 208 small water systems regulated by DER.

On August 10, 1993, the Board of Supervisors authorized the Director of DER to sign the Delegation Agreement between the California Department of Health Services and the County of Stanislaus for conducting the small water system regulatory program in Stanislaus County.

Effective July 1, 2007, California Department of Health Services was reorganized by the State under Senate Bill 162, Chapter 241, Statutes of 2006, also known as the California Public Health Act of 2006, by establishing a California Department of Public Health (CDPH), transferring certain responsibilities from the California Department of Health Services to CDPH, and renaming the former California Department of Health Services to the Department of Health Care Services. The drinking water operation was also moved to CDPH.

On August 19, 2013, CDPH extended new Local Primacy Delegation and Grant Funding Agreements to Local Primacy Agencies (LPA) for consideration. The basis for the new agreement is multiple revisions to the Health & Safety Code, which resulted in additions to LPA enforcement responsibilities (Attachment C). DER worked with County Counsel and in concert with other LPA agencies, to make language revisions to this Local Primacy Delegation and Grant Funding Agreement to address concerns in the proposed new Agreements. As of the writing of this agenda item, staff and Counsel's concerns have all been addressed.

The Grant Funding Agreement provides funds in the form of a one-time grant made by the State to the LPA (Attachment D). These grant funds are to be used to fund the initial implementation of the new Local Primacy Delegation Project Milestones (Milestones). Project Milestones include: Electronic Data Transfer to the State database, correction of data errors in the Electronic Data Transfer, ensuring all public water systems submit an Electronic Annual Report, submission of an LPA Work Plan for Fiscal Year 2013-2014, designation of Source Class Codes for each public water system, and the issuance of public water system permits. All permits must be reviewed and reissued to ensure that they meet State guidelines. The grant amount has been pre-determined by CDPH and is based on the total number of regulated public water systems and category of systems within the County. An allocation of \$4,000 for each community water system (CWS), \$3,000 for each non-transient non-community water system (NTNC), and \$1,500 for each transient non-community water system

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(TNC) will be given to the LPA. At this time, 176 of the Stanislaus small water systems will result in grant funding. The total grant amount awarded to DER to implement the Local Primacy Delegation is anticipated to be approximately \$461,000 as follows:

Water System Type	Quantity	State Funding Allocation per Water System	Total Grant Allocation
CWS	44	\$4,000	\$176,000
NTNC	58	\$3,000	\$174,000
TNC	74	\$1,500	\$111,000
Totals	176*		\$461,000

*A limited number of water systems will not qualify for grant funds

Completing the Milestones will be a multi-year project and the estimated costs to meet the requirements are \$311,000 for additional staff resources, \$100,000 for software development and maintenance, and \$50,000 for inspection supplies. This one-time funding will reimburse DER for these qualified expenditures to implement the additional requirements. Upon receipt of the grant, DER will make the necessary budget changes at the Fiscal Year 2013-2014 mid-year budget cycle to increase the anticipated revenue and appropriations for expenditures in the budget.

POLICY ISSUE:

Approval of this agenda item to accept the CDPH grant funds is consistent with the Board’s priorities of A Safe Community, A Healthy Community, A Strong Local Economy, Effective Partnerships, A Well Planned Infrastructure System, and the Efficient Delivery of Public Services. It provides one-time funding to reimburse the Department for expenses incurred to implement the additional requirements of the new Local Primacy Delegation Agreement and supports the Department’s mission to promote a safe and healthy environment and improve the quality of life in the community through a balance of science, education, partnerships and environmental regulation.

STAFFING IMPACTS:

The Local Primacy Delegation will be implemented utilizing existing staff, additional extra help staff, professional contracts, temporary clerical staff, and/or supplemental hours for existing staff.

CONTACT PERSON:

Jami Aggers, Director of Environmental Resources

Telephone: 209-525-6770

Approval to Authorize the Director of the Department of Environmental Resources to Enter into a Grant Agreement with the California Department of Public Health for Implementation of Local Primacy Delegation for the Local Drinking Water Program

ATTACHMENTS:

Attachment A: Fiscal Agent Agreement

Attachment B: LPA Grant Funding Agreement Claim Form

Attachment C: LPA Delegation Agreement

Attachment D: LPA Grant Funding Agreement

FISCAL AGENT AGREEMENT

This FISCAL AGENT AGREEMENT (this "Agreement") is entered into as of December 9, 2013 (the "Effective Date") between **Stanislaus County Auditor-Controller** ("Fiscal Agent") and the State of California Department of Public Health ("State"), who each hereby agrees as follows.

RECITALS

A. State has entered a Grant Funding Agreement with The County of **Stanislaus** (the "County") under the Safe Drinking Water State Revolving Fund Law of 1997 (the "Funding Agreement"), whereby State has made or will make a one-time lump sum Grant payment to Fiscal Agent in the Grant Amount of **\$461,000.00** (the "Grant").

B. The Funding Agreement requires or will require, among other things, that State engage the services of a fiscal agent to assist in holding and managing the Grant Amount in trust, and disbursing Grant funds to County upon instruction by State.

C. Fiscal Agent will establish and manage a deposit account number(s) **6845.0064100.40400** maintained by Fiscal Agent consisting of all funds now or hereafter deposited into such account(s) (collectively, the "Account").

D. In connection with the foregoing, State is requesting that Fiscal Agent enter into this Agreement in order to perform services as State's fiscal agent and manage the disbursement of Grant Amount in the Account pursuant to the terms of that certain Grant Funding Agreement between the parties of even date herewith (the "Grant Funding Agreement").

E. For valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Definitions.

a. "Business Day" means a day, other than a Saturday, Sunday or holiday on which the applicable party is open for business at the location to which the communication is sent.

b. "Disposition Instruction" means an instruction to Fiscal Agent directing the disposition of the funds in the Account.

c. "UCC" means the Uniform Commercial Code of the jurisdiction whose law governs this Agreement or, if relevant to any matter other than the meaning of a defined term, the Uniform Commercial Code of the jurisdiction whose law applies to the matter under the choice of law rules of the jurisdiction whose law governs this Agreement. All capitalized terms defined in the UCC (as hereinafter defined) and not otherwise defined in this Agreement shall have the same meaning in this Agreement as in the UCC, and the rules of interpretation in Article 1 of the UCC shall apply to the interpretation of this Agreement.

d. Any defined term used herein, which term is not defined by the UCC, shall have the meaning set forth in the Grant Funding Agreement.

2. Fiscal Agent's Responsibility.

a. Fiscal Agent shall perform the following services:

(i) Establish a separate deposit Account, to which State shall disburse a one-time lump sum Grant Amount. The Account shall be used solely for holding and managing the Grant funds. Funds in the Account must not bear or earn interest.

(ii) Receive, accept and hold the Grant Amount from State pursuant to the terms of the Grant Funding Agreement and deposit it to the Account.

(iii) Upon receipt of Disposition Instructions from State, the Fiscal Agent shall disburse Grant funds to County pursuant to the terms of such Disposition Instruction.

(iv) County shall account for the Grant funds disbursed pursuant to this Agreement separately from all other County's funds. Fiscal Agent shall maintain accounting procedures that are in accordance with Generally Accepted Accounting Principles. Fiscal Agent shall keep complete and accurate records of all receipts and disbursements of such funds.

b. Fiscal Agent shall have no responsibility or liability to State for complying with any Disposition Instruction, order or other instruction, whether oral or written, concerning the Account. Fiscal Agent shall not have any liability to State for losses or damages resulting from any failure to comply with Disposition Instructions relating to the Account or delay in complying with any Disposition Instruction or any other instruction if (i) compliance with any Disposition Instruction or any other instruction would require Fiscal Agent to violate any then-existing injunction or order of any court of competent jurisdiction, including without limitation in any bankruptcy case under Title 11 of the United States Code, or (ii) the failure or delay is due to circumstances beyond Fiscal Agent's reasonable control. Without limiting the foregoing, in no event shall Fiscal Agent have any liability, directly or indirectly, for any special, indirect, punitive, exemplary or consequential losses or damages, including without limitation lost profits, whether or not any claim for such losses or damages is based on tort or contract or Fiscal Agent knew or should have known the likelihood of such losses or damages in any circumstances.

c. Fiscal Agent may rely on notices and communications it believes in good faith to be genuine and given by the appropriate party. Without limiting the foregoing, Fiscal Agent may (but shall not be obligated to) require that State from time to time deliver to Fiscal Agent such documentation as Fiscal Agent may reasonably request to evidence the authority of those entities or individuals purporting to give Disposition Instructions or any other instructions on behalf of State to Fiscal Agent hereunder.

3. Control of Account.

a. Statements. Fiscal Agent shall provide the original Account statement for the Account to State for its records.

b. Sole Disposition. Fiscal Agent represents and warrants to State that Fiscal Agent has not entered into, and covenants with State that it will not enter into, any agreement with any other person or entity by which Fiscal Agent is obligated to comply with instructions from such other person or entity as to the disposition of funds from the Account or other dealings with the Account. Fiscal Agent will promptly notify State if any other person or entity claims that it has a property interest in the Account.

c. Recordkeeping. Fiscal Agent further represents and warrants to State that Fiscal Agent has marked its books and records to indicate that State has the right to control the Account as set forth herein.

4. Indemnity. State will indemnify Fiscal Agent and its officers, directors, employees and agents against any and all losses, claims, liabilities and expenses arising out of this Agreement (including without limitation all fees and costs incurred by Fiscal Agent in complying with Disposition Instructions or any other instructions or requests given by State hereunder and reasonable attorneys' fees and disbursements and the reasonable estimate of the allocated costs and expenses of in-house legal counsel and staff), except to the extent the losses, claims, liabilities or expenses are determined by a court of competent jurisdiction to be caused by Fiscal Agent's gross negligence or willful misconduct. The obligations of State under this Section 4 shall survive the termination of this Agreement and the resignation or removal of Fiscal Agent.

5. Termination; Survival.

a. State may terminate this Agreement by written notice to Fiscal Agent.

b. This Agreement may be terminated by Fiscal Agent only as follows: (i) immediately upon notice to the other parties if Fiscal Agent becomes obligated to terminate this Agreement or to close the Account under any statute, rule or regulation or any order, judgment, decree or injunction, or a garnishment, restraining notice or other legal process, directing, or prohibiting or otherwise restricting, the disposition of the funds in the Account, binding upon Fiscal Agent; (ii) without limiting the foregoing, with written consent of State which may not be unreasonably withheld but may be conditioned on State's ability to transfer the Account to a financial institution that agrees to substantially undertake Fiscal Agent's obligations under this Agreement.

6. Governing Law. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

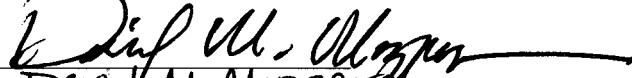
7. Entire Agreement. This Agreement is the entire agreement among the parties regarding the subject matter hereof and supersedes any prior agreements and contemporaneous oral agreements of the parties concerning its subject matter. To the extent that any provision in this Agreement conflicts with any provision in any other agreement between Fiscal Agent and State, the provision in this Agreement shall control.

8. Amendments. No amendment of this Agreement will be binding unless it is in writing and signed by State and Fiscal Agent, and no waiver of any right under this Agreement will be binding unless it is in writing and signed by the party to be charged.
9. Severability. To the extent a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted.
10. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of Fiscal Agent and State and their respective successors and assigns. Notwithstanding the foregoing, Fiscal Agent shall not assign, transfer or delegate any of its rights or obligations under this Agreement without prior written consent of State, which may be withheld at its sole discretion. Any banking association or corporation into which Fiscal Agent may be merged, converted or with which Fiscal Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which Fiscal Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of Fiscal Agent shall be sold or otherwise transferred, shall succeed to all Fiscal Agent's rights, obligations and immunities hereunder without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding
11. Notices. All notices, instructions or other communications to a party under this Agreement shall be in writing and shall be sent to the party's address for notices set forth below or to such other address as shall be designated by such party by notice given to the other parties, and, except as otherwise expressly provided for herein, will be effective on receipt.
12. No Agency, Etc. Nothing contained in this Agreement shall create any agency, fiduciary, joint venture or partnership relationship between State and Fiscal Agent.
13. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

The foregoing is hereby acknowledged and agreed to, effective as of the Effective Date.

STATE:

State of California
Department of Public Health

By: 
Name: David M. Mazzeo
Title: Acting Division Chief

Address for notices:

State of California
Department of Public Health,
Division of Drinking Water and Environmental Management,
Attention: Small Water Systems Unit
1616 Capitol Avenue, MS 7408
P.O. Box 997377, MS 7418
Sacramento, California 95899-7377
Telephone: (916) 449-5600
Facsimile: (916) 449-5655

[Signatures continue on following page.]

FISCAL AGENT:

By: Lauren Klein for
Name: Lauren Klein, CPA
Title: Auditor-Controller

Address for notices:

Stanislaus County Auditor-Controller's Office
1010 Tenth St., Suite 5100
Modesto CA 95354
Attention: Lauren Klein
Telephone: (209) 525-6398
Facsimile: (209) 525-7507

Stanislaus County Department of Environmental Resources
3800 Cornucopia Way, Suite C
Modesto CA 95358
Attention: Jami Aggers
Telephone: (209) 525-6700
Facsimile: (209) 525-6773

Approved as to Legal Form and Sufficiency:

By: Alice Mimms
Name: Alice Mimms
Title: Deputy County Counsel

APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL

BY Alice Mimms

CLAIM FORM

(Attachment #2 to Grant Funding Agreement)

Please submit the original and one copy of this Claim Form to:

Department of Public Health, Safe Drinking Water Office

Attn: Wendy Killou

P.O. Box 997377, MS 7418

Sacramento, CA 95899-7377

County:

Disbursement Claimed:

- Disbursement 1: 34%: Execution of Grant Funding Agreement
- Disbursement 2: 33%: Completion of Milestones in Article A-5 (a), (b), (c)
- Disbursement 3: 33%: Completion of Milestones in Article A-5 (d), (e)

I certify that I have checked and verified the foregoing Claim Form for disbursement; that to the best of my knowledge and belief it is a true and correct statement of work performed and milestones completed; has been inspected by me and/or by my duly authorized representative and that it has been performed and/or completed in full accordance with requirements of the Grant Funding Agreement; and that partial payment of the Grant Amount claimed and requested by me is correctly made based upon milestones completed to date.

Signature

Title

Name

Date

LOCAL PRIMACY DELEGATION AGREEMENT

This PRIMACY DELEGATION AGREEMENT (this "Agreement") is entered into as of December 9, 2013, (the "Effective Date") by and between the California State Department of Public Health (the "Department") and the County of **Stanislaus** (the "County").

BACKGROUND

A. The Department may delegate enforcement of the California Safe Drinking Water Act for small public water systems to local health officers under the terms and conditions of this Agreement.

B. The Department has adopted regulations specifying the requirements for a small public water system regulatory program by a local health officer under authority delegated by the Department.

C. The County has submitted a complete primacy delegation application (the "Application") to the Department requesting delegation of primacy for the small public water system regulatory program within the County.

D. The Department has reviewed the Application submitted by the County and determined that the County is capable of conducting a small public water system regulatory program.

E. The Department hereby wishes to delegate to the County the authority to enforce state laws and regulations applicable to the delivery of drinking water to consumers by small public water systems pursuant to the terms of this Agreement, and the County hereby accepts such delegation.

F. All statutory references in this Agreement are to the California Health and Safety Code ("HSC") as the same may be amended from time to time, unless otherwise noted.

G. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Department and the County agree as follows:

AGREEMENT

ARTICLE I. DELEGATION; DESIGNATION OF LOCAL PRIMACY AGENCY

Section 1.01 Termination of Prior Agreement. This Agreement supersedes, in its entirety, the prior Delegation Agreement between the parties, which Delegation Agreement is hereby agreed to be of no further force or effect.

Section 1.02 Delegation and Reservation of Rights. The Department hereby delegates to the County all authority granted to it under the California Safe Drinking Water Act (HSC §116270 et. seq.) for regulation of small public water systems. This delegation

does not include regulation of community water systems serving 200 or more service connections. Notwithstanding the foregoing, the Department retains concurrent authority to regulate, and take enforcement action against, small public water systems within the County's jurisdiction to the extent determined necessary by the Department.

Section 1.03 Designation. The designated local primacy agency for the County of **Stanislaus** shall be its local health officer (the "LPA").

Section 1.04 Small Public Water Systems Not Subject to Delegation. The following small public water systems shall be regulated directly by the Department and are not subject to the delegation granted by this Agreement:

(a) All small public water systems owned and operated by agencies of the State of California; including the Department of Parks and Recreation, Department of Transportation, Department of Forestry, Department of Mental Health, Department of Corrections, Department of Veterans Affairs, and the Department of Water Resources;

(b) All small public water systems operated by the Chancellor of the University of California System or the Chancellor of the California State Universities and Colleges;

(c) All small public water systems owned or operated by the federal government except those that are: (1) operated by, or under the authority of, the U.S. Forest Service; or (2) campgrounds that are operated by, or under the authority of, the Bureau of Land Management or the Army Corps of Engineers; and

(d) The following specifically named small public water systems:

(i) _____, ID # _____

(ii) _____, ID # _____

ARTICLE II. TERMS OF DELEGATION

Section 2.01 Permitting of Small Public Water Systems.

(a) **Issuance.** The County shall cause the LPA to issue and maintain a valid drinking water permit ("Permit") for all small public water systems within the County's jurisdiction. The Permit must be issued in conformity with and include all terms and conditions set forth in HSC §116525 through §116550.

(b) **TMF Capacity.** The County shall cause the LPA to deny a Permit to any small public water system that lacks adequate technical, managerial, and financial capacity, consistent with HSC § 116540(a).

(c) **10 Year Review.** All Permits must be reviewed and updated as determined by the LPA at least once in every ten (10) year period, starting from the date of issuance.

(d) Department Review. The County shall cause the LPA to deliver to the Department all Permit applications submitted to it for proposed new community water systems that are designed to serve 200 or more service connections. The LPA may only issue a Permit for such a system upon the Department's written approval.

Section 2.02 Annual Work Plan. The work plan submitted and approved by the Department will be the LPA's program guide for the fiscal year 2013. Annually thereafter the County will submit an annual work plan, in form and substance as required by 22 CCR §64260, by May 1st of each year (the "Annual Work Plan"). Upon the Department's approval, the Annual Work Plan shall be considered a part of this Agreement. The Annual Work Plan may be used by the Department, in its sole discretion, as part of the ongoing evaluation of the conduct of the small public water system program by the County.

Section 2.03 Surveillance. The County shall cause the LPA to:

(a) Inventory. Establish and maintain an inventory of all small public water systems under its jurisdiction. The inventory must be updated annually and shall include the information specified in 22 CCR §64255(a).

(b) Routine Inspections. Conduct routine on-site inspections of each small public water system as required by 22 CCR §64255(b). This includes inspection of system operations, operation and maintenance records, system facilities and equipment.

(c) Sanitary Surveys. Conduct an on-site sanitary survey of each small public water system at least every three (3) years for community water systems and every five (5) years for non-community water systems. Such sanitary survey may be conducted in lieu of any routine inspection. Such a survey is intended to evaluate the adequacy and condition of the water source, facilities, equipment, and operation and maintenance procedures and records for producing and distributing safe drinking water. A sanitary survey must review the following components of a water system: (1) sources, (2) treatment, (3) distribution system, (4) finished water storage, (5) pumps, pump facilities, and controls, (6) monitoring and reporting and data verification, (7) system management and operation, and (8) operator certification compliance with State requirements.

(d) Follow-up. Identify deficiencies found during routine inspections and sanitary surveys, and, within 60 days of the date of completion of such routine physical inspection or sanitary survey, deliver a written follow-up notice to such small public water system describing the deficiencies and prescribing a schedule for corrective action.

(e) Reporting. Complete a written routine inspection or sanitary survey report for each such inspection or survey within 90 days of such routine physical inspection or sanitary survey's completion.

(f) Surface Water. Determine the small public water systems under its jurisdiction that utilize surface water or groundwater under the direct influence of surface water and are therefore subject to surface water treatment requirements.

Performance Evaluation. The Department will evaluate the LPA's surveillance performance based upon the requirements of this Section 2.03(a), and 2.03 (c)-(f).

Section 2.04 Sampling and Monitoring. The County shall cause the LPA to:

(a) Notice. Notify each small public water system under its jurisdiction in writing of the monitoring requirements for that system. Such notification shall be provided at least once every three (3) years for each community water systems and every five (5) years for each non-community water systems. The notice shall identify the specific contaminants to be monitored, the type of laboratory analyses required for each contaminant, the frequency of sampling, and any other sampling and reporting requirements applicable to that system. To assist with compliance with this Section 2.04, the Department shall provide guidance or related documents upon the LPA's request.

(b) Sample Siting Plan. Ensure that each small public water system under its jurisdiction complies with the sample siting plan requirements of 22 CCR §64422.

(c) Tracking System. Use a tracking system to assure that all required sampling and laboratory analyses are completed and reported by the small public water systems. The tracking system shall include the date the sample was collected, the type or purpose of the sample, the laboratory result, and the date the next sample is required to be collected.

(d) Compliance Records. Maintain an ongoing record of the status of compliance with monitoring and reporting requirements for each small public water system.

(e) Monitoring. Establish a system to assure that the water quality monitoring data submitted by each small public water system is reviewed each month for compliance.

Section 2.05 Data Management and Reporting.

The County shall cause the LPA to establish and maintain a database of record and report data elements electronically to the Department in the format designated by the then current electronic submission specifications as follows:

(a) On a monthly basis, no later than 30 days following the month being reported:

(i) A list of all small public water systems that failed during the previous month to comply with drinking water monitoring and reporting requirements of California or federal law.

(ii) A compliance report containing the following information for each small public water system that is in violation of California or federal law: (1) the name and water system identification number of the system; (2) a description of the type of violation and the standard violated; and (3) a description of any enforcement action taken by the LPA with respect to the violation.

(iii) An electronic copy of each enforcement action in a PDF format (citations, compliance orders, and any court filings) issued by the LPA that was submitted to the Department as listed in Section 2.05(a)(ii)(3).

(b) On a quarterly basis, no later than 30 days following the quarter being reported:

(i) A list of domestic water supply permits for small public water systems that have been issued, amended, or renewed during the reporting period. The list shall include the name and the identification number of the water system.

(ii) A list of the small public water systems for which an inspection or sanitary survey was conducted during the reporting period. The list shall indicate the name and identification number of the small public water system and the type of routine inspection or sanitary survey performed.

(iii) A list of small public water systems that are required to comply with the Lead and Copper Rule (LCR) requirements of 22 CCR Chapter 17.5 and the LPA's LCR data, including the name and identification number of the small public water system, LCR monitoring period frequency, water sample collection date, number of water samples collected, number of water samples required, the lead 90th percentile result, and the copper 90th percentile result. The LPA may request a copy of the Department's LCR database for tracking and reporting LCR data in order to clarify the information the LPA is required to track and report and to provide a template for the LPA's report of LCR data.

(c) On an annual basis, no later than August 15th of each year, the LPA shall submit an updated inventory of small public water systems under the LPA's jurisdiction.

(d) The LPA agrees to submit electronic data files as requested by the Department, but in no case greater than monthly.

(e) The LPA agrees to submit their entire water system database electronically within 30 days of the Department's request for same.

Section 2.06 Additional Data Reporting to the Department. The County shall cause the LPA to (i) send written notice to all small public water systems under their jurisdiction

directing them to electronically submit, to the Department's designated location, an electronic annual report in the format specified by the Department, submitted no later than July 1st of each year (the "EAR"), and (ii) review and, if adequate, accept such EAR. If the EAR is deficient in any manner, the LPA shall notify the small public water system of the specific defects in the EAR and the system shall then resubmit a corrected EAR for further review.

Section 2.07 Enforcement. The County shall cause the LPA to take enforcement action against small public water systems in accordance with 22 CCR § 64258 and consistent with the Department's enforcement manual. As used in this Section, "enforcement action" shall be limited to the actions set forth in Division 104, Part 12, Chapter 4, Articles 9 (*Remedies*), 10 (*Judicial Review*) and 11 (*Crimes and Penalties*) of the HSC (commencing with HSC §116650).

Section 2.08 Compliance with Current Laws and Regulations. The County agrees to cause the LPA to comply with and enforce all applicable state laws and regulations and as each may be created or amended from time to time, including but not limited to HSC §116330, and 22 CCR, §§ 64253 - 64260. Each LPA will notify each small public water system under their jurisdiction of any new state or federal drinking water requirement applicable to those systems.

ARTICLE III. LPA PROGRAM REQUIREMENTS

Section 3.01 Dedicated Staff Time. The LPA will dedicate adequate staffing for the implementation of the small public water system regulatory program during the 2013 fiscal year and in subsequent years. The "adequate" level of staff workload dedicated and performed for the 2013 fiscal year shall be as set forth in the special conditions attached hereto in Exhibit A and in subsequent years shall be negotiated and incorporated into the Annual Work Plan.

Section 3.02 Adequate Staffing and Expertise. The County certifies that all LPA staff necessary to administer and fulfill the obligations delegated by this Agreement, including all technical and professional staff, have been hired or retained, and are adequately trained as of the Effective Date. The LPA may consult with the Department's staff and local district engineers for purposes of technical assistance at no cost to the LPA.

Section 3.03 Training. The Department shall provide appropriate training and technical consultation to the staff of the LPA regarding the implementation and enforcement of state and federal drinking water regulations.

Section 3.04 Program Management and Costs. Each LPA will establish and maintain a time accounting system to determine the amount of reimbursement to be billed to each small public water system consistent with the terms of HSC §116595. The hourly cost rate of the LPA must be determined using the criteria set forth in HSC §116590(b).

Section 3.05 Local Ordinances. The County certifies that any applicable local ordinances as proposed in the County's Application have been adopted and are in effect as of the Effective Date.

Section 3.06 Program Management. The County shall cause the LPA to manage the LPA program in accordance with 22 CCR § 64259.

Section 3.07 Special Conditions. The County shall cause the LPA to satisfy the special terms and conditions set forth in Exhibit A. Failure by the LPA to satisfy the special terms and conditions may, at the option of the Department, result in breach of this Agreement.

Section 3.08 Confidentiality Agreement. The County shall cause the LPA to execute a Confidentiality Agreement with the Department, as more specifically provided in Exhibit B attached hereto.

Section 3.09 Incorporation of Other Documents. This Agreement incorporates by this reference: Exhibit A "Special Conditions", Exhibit B "Confidentiality Agreement", the Annual Work Plan, and the Application as submitted to and approved by Department, and any attachments to said documents. County agrees to comply with all terms, provisions, and conditions of this Agreement, including all incorporated documents and exhibits thereto, and to fulfill all assurances, representations, and statements made by County in the same.

ARTICLE IV. GENERAL PROVISIONS.

Section 4.01 Amendments; Waiver. No amendment, modification or waiver of, or consent with respect to, any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed and delivered by the Department. Any waiver of any provision of this Agreement, and any consent to any departure by the County from the terms of any provision of this Agreement, shall be effective only if in writing and only in the specific instance and for the specific purpose for which given.

Section 4.02 Notices. Any notice to be provided to a party to this Agreement shall be delivered to the following addresses:

CDPH-Division of Drinking Water and Environmental Management
Small Water Systems Unit
1616 Capitol Avenue, MS 7418
P.O. Box 997377
Sacramento, CA 95899-7377

**Stanislaus County
Department of Environmental Resources
3800 Cornucopia Way, Suite C
Modesto, CA 95358**

Section 4.03 Term; Termination of Agreement. This Agreement shall remain in effect unless terminated pursuant to HSC §116330(c). No later than ninety (90) days after termination of this Agreement, the County shall cause the LPA to deliver all records pertaining to small public water systems in either Microsoft Word and/or PDF format.

Section 4.04 Successors and Assigns. This Agreement shall be binding upon the County, its successors and assigns, and shall inure to the benefit of, and be enforceable by, the Department and its successors, transferees, and assigns. The County shall not assign its rights or duties hereunder without the consent of the Department.

Section 4.05 Severability. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision. Should any provision of this Agreement be determined to be in conflict with the provisions of the Health and Safety Code or the California Code of Regulations, the provisions of those codes shall prevail.

Section 4.06 Captions. The captions or headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

Section 4.07 Entire Agreement. This Agreement, and the other documents specifically referred to herein, embody the entire agreement and understanding between the County and the Department with respect to the subject matter hereof and thereof. This Agreement supersedes all prior agreements and understandings relating to the subject matter hereof.

Section 4.08 Governing Law; Counterparts. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. This Agreement may be executed in one or more counterparts, each of which is an original, but all of which shall constitute one and the same instrument.

Section 4.09 No Agency. Nothing in this Agreement is intended to or does establish the County as the agent for the Department, or grants to the County any powers, rights, or privileges other than those contained in this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

DEPARTMENT:

**STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH**

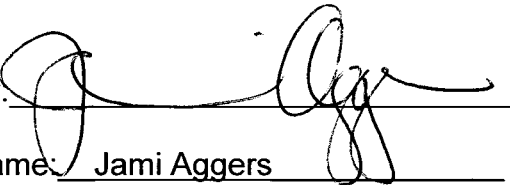
By: 

Name: David M. Mazzera

Title: Acting Division Chief

COUNTY:

**STANISLAUS COUNTY
DEPARTMENT OF
ENVIRONMENTAL RESOURCES**

By: 

Name: Jami Aggers

Title: Director

Approved as to Legal Form and Sufficiency:

By: Alice Mimms

Name: Deputy County Counsel

Title: APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL

BY 

EXHIBIT "A"

SPECIAL CONDITIONS

Article A-1. Supremacy of Special Conditions. Notwithstanding any other term or condition in this Agreement or any document attached hereto or incorporated by reference, the special conditions set forth in Articles A-1 through A-7 shall control in the event of any conflict or discrepancy with any other term.

Article A-2. Adequate Staffing. The "adequate" level of dedicated staff time referred to Section 3.01 of this Agreement means two (2) full time equivalents [FTE].

Article A-3. Confidentiality Agreement. Notwithstanding anything to the contrary in this Agreement or any document attached hereto or incorporated by reference, Stanislaus County may make such disclosures as may be required by court orders or by applicable state or federal law, including, but not limited to, the California Public Records Act. Stanislaus County further agrees to seek direction and will work in cooperation with CDPH regarding further judicial review or appeal of any such order.

Article A-4. Designation. The designated local primacy agency for the county of Stanislaus shall be the Director of the Department of Environmental Resources ("the LPA").

Article A-5. Data Management and Reporting. The Department shall provide guidance and assistance to the LPA to achieve the required quarterly reporting of the LCR results to the Department, as specified in Section 2.05 (iii).

Article A-6. Sampling and Monitoring. The notice referred to in Section 2.04(a) shall identify the specific contaminants to be monitored, by means of a Storet code or the type of laboratory analyses required for each contaminant, the frequency of sampling, and any other sampling and reporting requirements applicable to that system.

Article A-7. Small Public Water Systems Not Subject to Delegation. Pursuant to Section 1.04, no specifically named small public water systems are exempt from this Agreement at this time. The LPA may, in the future, relinquish its authority of specifically named small public water systems through mutual amendment of this Agreement.

EXHIBIT "B"

CONFIDENTIALITY AGREEMENT

**CALIFORNIA STATE DEPARTMENT OF PUBLIC HEALTH
DIVISION OF DRINKING WATER AND ENVIRONMENTAL MANAGEMENT**

CONFIDENTIALITY AGREEMENT

WHEREAS the California Department of Public Health, Division of Drinking Water and Environmental Management (hereafter "CDPH") and the County of Stanislaus (hereafter "County") have entered into that certain Local Primacy Delegation Agreement of even date herewith (hereafter "LPDA"); and

WHEREAS in the performance of the LPDA, CDPH will disclose to County records and information, or portions thereof, that are confidential and exempt from disclosure to the public.

THEREFORE, CDPH and County hereby agree that County will use such records and information subject to the following terms and conditions effective as of December 9, 2013, (the "Effective Date"). Confidential Information: The following shall be deemed "Confidential Information":

- a. Documents and records provided by CDPH, including electronically stored and/or transmitted information, concerning the precise geographical location of public water systems' drinking water sources, treatment facilities, pumping stations, distribution systems, and storage facilities for all public water systems in the County. These records may include maps, project plans or specifications, water supply permits/engineering reports, facilities lists; source water assessments, well driller's logs, and schematic diagrams.
 - b. Documents, records, memoranda, policy and guidance documents and all other materials provided by CDPH to County by means of CDPH's SharePoint system, any internal non-public websites or any other related or successor databases or sources that are managed by CDPH and accessed by County.
 - c. Information or records provided by CDPH that are marked "Confidential" or which are understood to be or intended to be treated as "Confidential".
2. Non-Disclosure: County agrees to treat the "Confidential Information" as confidential and exempt from disclosure to the public, allowing access to the records only to those persons who are employed, retained, or otherwise under the control of the County and are subject to confidentiality obligations substantially similar to those contained herein (collectively "Permitted Recipients"). County agrees to protect Confidential Information from disclosure to others to the greatest degree allowed by law.

3. Treatment of Non-Confidential Information: Information derived from sources other than CDPH is not subject to this Agreement.
4. Use: County agrees to use Confidential Information only for official business purposes directly related to performance of the LPDA. To the extent that Confidential Information is used to create public reports, publications, maps, or other representations of the data contained in the records, physical addresses of public drinking water systems' sources, treatment facilities, pumping stations, distribution systems, and storage facilities will not be included, and any geographical locations of public drinking water systems' sources, treatment facilities, pumping stations, distribution systems, and storage facilities will be displayed or represented in a manner that is randomized within a one-mile radius.
 - a. Protective Order: To the extent that Confidential Information comprises part of an administrative record for, or are otherwise to be used in, administrative or judicial litigation, physical addresses and/or a higher resolution may be provided to the court under seal or subject to the court's protective order(s). County may request CDPH provide a template for such a protective order.
5. Approval of Third Parties: County agrees that reports, publications, maps, or other representations or information contained in the Confidential Information will be released only to Permitted Recipients unless County has obtained the prior written approval of an authorized representative of CDPH or a court order.
6. Notice: County agrees to notify CDPH promptly of any requests or demands for disclosure of any Confidential Information, and to coordinate with CDPH in its response to those requests. In addition, County agrees to immediately notify and coordinate with CDPH regarding the initiation of any judicial proceeding to compel the County to disclose Confidential Information and/or any representation based thereon. County further agrees to seek direction and will work in cooperation with CDPH regarding further judicial review or appeal of any such order.
7. Amendments: CDPH and County agree that this Agreement may not be amended, except in writing signed by authorized representatives of CDPH and County.
8. Continuity of Obligations: County agrees that its obligations under this Agreement shall continue indefinitely until the parties agree in writing to the contrary.
9. Destruction: County agrees to destroy any Confidential Information disclosed by CDPH as soon as County is finished using it and to notify CDPH when it has been destroyed.

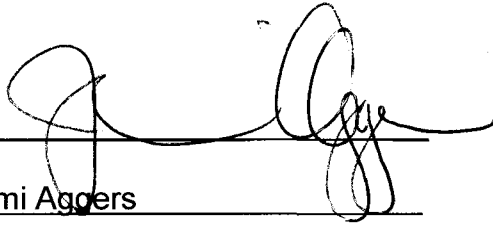
10. Governing Law: CDPH and County agree that this Agreement shall be governed by and construed in accordance with the laws of the State of California.

By their signatures below, CDPH and County represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

County

Signature: _____



Date: _____

11/12/13

Name: Jami Aggers

Title: Director

Approved as to Legal Form and Sufficiency:

Signature: _____



Date: _____

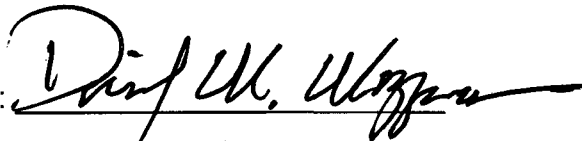
11/1/13

Name: Alice Mimms

Title: Deputy County Counsel

CDPH

Signature: _____



Date: _____

11/25/13

Name: David M. Mazzer

Title: Acting Division Chief

SRF Set-Aside
Funding Agreement
No. SRF LPA80

STATE OF CALIFORNIA

HEALTH AND HUMAN SERVICES AGENCY
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

GRANT FUNDING AGREEMENT
BETWEEN
THE STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH
AND
THE COUNTY OF STANISLAUS

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STATE OF CALIFORNIA

HEALTH AND HUMAN SERVICES AGENCY
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

GRANT FUNDING AGREEMENT
BETWEEN
STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH
AND
THE COUNTY OF STANISLAUS

THIS AGREEMENT, is entered into between the State of California Department of Public Health, herein referred to as "State," and **The County of STANISLAUS**, State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as "County," which parties do hereby agree as follows (the "Agreement"):

SECTION 1. PURPOSE OF FUNDING

This Agreement provides funding in the form of a grant made by State to the County under the provisions of the Federal Safe Drinking Water Act, 42 U.S.C. 300 j-12 et seq., (the "Act"), and the Safe Drinking Water State Revolving Fund Law of 1997, Health and Safety Code, section 116760.10 et seq., (the "State Act"), and in conformance with the Local Primacy Agency Program (the "LPA Program"), as detailed in the Local Primacy Delegation Agreement (the "LPDA") entered into on December 9, 2013. Grant funds may be used only for the operation of the LPA Program as required by this Agreement and the LPDA, which action is herein referred to as the "Project."

County is solely responsible for the designated local primacy agency (the "LPA") in the regulation, operation, monitoring, reporting, and maintenance of the Project; and for all persons or entities engaged in such work, including but not limited to contractors, subcontractors, suppliers, and providers of services.

SECTION 2. INCORPORATION OF OTHER DOCUMENTS

This Agreement incorporates by this reference the LPDA, the Fiscal Agent Agreement, Exhibit A: "Standard Conditions," and Exhibit B: "Special Terms and Conditions."

The County accepts and agrees to comply with all terms, provisions, and conditions of this Agreement, including all incorporated documents and exhibits thereto, and to fulfill all assurances, declarations, representations, and statements made by County in receiving its grant for funding.

SECTION 3. GRANT FUNDING

Subject to the availability of funds and in accordance with the terms of this Agreement, State will provide grant funding to County in accordance with County's water system inventory, submitted pursuant to Article A-3(b). State shall utilize the following guidelines in calculating the Grant Amount to be awarded to County:

- (a) \$4000 for each community water systems;
- (b) \$3000 for each non-transient non-community water systems;
- (c) \$1500 for each transient non-community water systems.

The different categories of water systems set forth above are as defined by Health and Safety Code, section 116275. The total Grant Amount is set forth in Exhibit B.

SECTION 4. SPECIAL TERMS AND CONDITIONS

County shall satisfy the special terms and conditions set forth in Exhibit B. Failure by County to satisfy the special terms and conditions may, at the option of State, result in cancellation of this Agreement under Article A-7 of the Standard Conditions, and/or declaration that County is in default pursuant to Article A-24 of the Standard Conditions.

SECTION 5. PROJECT OFFICIALS AND NOTICES

State's Grant Administrator shall be the Chief, Drinking Water Technical Programs Branch, Division of Drinking Water and Environmental Management, California Department of Public Health. All communications given to State's Grant Administrator shall be deemed given to State.

State's Grant Administrator shall be State's representative for administration of this Agreement, and shall have authority to make recommendations and findings with respect to each controversy arising under or in connection with this Agreement. All such recommendations and findings shall be communicated to the Chief, Division of Drinking Water and Environmental

Management of the California Department of Public Health, and disputes shall be resolved in accordance with Article A-22 of the Standard Conditions.

County's Grant Administrator shall be its **Director of the Department of Environmental Resources**. County's Grant Administrator shall be County's representative for administration of this Agreement. All communications given to County's Grant Administrator shall be deemed given to County.

Either party may change its Grant Administrator upon written notice to the other party.

Notices required to be given in writing by County under this Agreement shall be sent to:

State of California
California Department of Public Health
Division of Drinking Water and
Environmental Management
Attention: Small Water Systems Unit
1616 Capitol Avenue, MS 7408
Post Office Box 997377
Sacramento, California 95899-7377

Notices required to be given in writing by State under this Agreement shall be sent to:

The County of Stanislaus
Attn: Jami Aggers
3800 Cornucopia Way, Suite C
Modesto, CA 95358

A change of address for delivery of notice may be given by written notice to the other party.

All written notices that are required either expressly or by implication to be given by one party to the other under this Agreement shall be signed for State by its Grant Administrator and for County by its Grant Administrator. Except as otherwise expressly required by this Agreement, all such notices shall be deemed to have been given if delivered personally or if enclosed in a properly addressed postage-prepaid envelope and deposited in a United States Post Office for delivery by registered or certified mail.

SECTION 6. MISCELLANEOUS PROVISIONS

SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

GOVERNING LAW

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

LEGAL CAPACITY

County hereby warrants and represents that it has the authority to enter into this Agreement.

VENUE

The parties agree that venue of any action between the parties arising out of this Agreement, including disputes that may arise following termination of the Agreement, shall be County of Sacramento, State of California.

[Signature Page to Follow]

DATE OF EXECUTION

Date of Execution of this Agreement is the date of the latest in time execution by a party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Approved as to Legal Form
and Sufficiency:

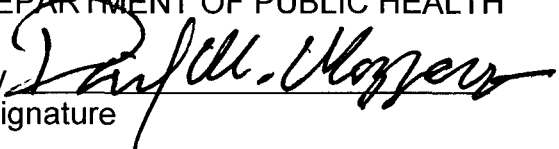
By  _____
Signature

Stefan Spich
Print Name

Staff Counsel
Title

11/25/13
Date

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

By  _____
Signature

David M. Mazzer
Print Name

Acting Division Chief
Title

11/25/13
Date

Approved as to Legal Form
and Sufficiency:

By  _____
Signature

Alice Mimms
Print Name

Deputy County Counsel
Title

11/1/13
Date

THE COUNTY OF STANISLAUS

By  _____
Signature

Jami Aggers
Print Name

Director
Title

11/12/13
Date

EXHIBIT A

STANDARD CONDITIONS

ARTICLE A-1. DEFINITIONS

Whenever in this Agreement the following terms are used, their meaning shall be as follows unless the context clearly requires otherwise:

Eligible Project Costs -- Those Project costs which are eligible for funding under the Act and applicable State law and implementing guidelines, and this Agreement.

Grant Amount -- The total amount to be disbursed to County under this Agreement and the Fiscal Agent Agreement, as specified in Exhibit B.

Fiscal Agent -- A person identified by the Fiscal Agent Agreement who shall perform various obligations as set forth in such Fiscal Agent Agreement.

Public Water System or Public Water Supply System -- A system for the provision to the public of water for human consumption, as defined in Part 12, Chapter 4 (commencing with Section 116270), of Division 104 of the Health and Safety Code, as it may be amended.

ARTICLE A-2. TERM OF AGREEMENT

Subject to the provisions of Article A-7, this Agreement shall become effective on the Date of Execution and shall remain in effect for one year from the Date of Execution or until the Fiscal Agent has disbursed the entire Grant Amount, whichever occurs first.

ARTICLE A-3. BASIC CONDITIONS PRECEDENT

Notwithstanding any other term of this Agreement, State shall have no obligation to cause funds to be disbursed under this Agreement unless and until:

(a) Minimum LPA Requirements. County shall meet the following minimum requirements:

1. LPA must ensure that all small public water systems within the LPA's jurisdiction (i) perform the required water quality monitoring, (ii) review the water quality monitoring results when they are submitted, and (iii) act in accordance with the requirements of the LPDA and applicable law.

2. LPA must ensure that all small public water systems are issued enforcement actions for any failure of a primary drinking water standard or any monitoring and reporting violation.
3. LPA must ensure that all current water supply permits are approved and on file, including those for new treatment processes or new sources.
4. LPA must ensure that all required data reporting elements are reported to CDPH-SWS Unit in a timely and accurate manner consistent with the requirements of 22 CCR §64257.

State has the sole discretion to determine that Minimum LPA Requirements are met by County .

- (b) Water System Inventory. County shall ensure that its water system inventory is fully updated and accurate. County shall submit its inventory to State, and this inventory will be used by State to determine the Grant Amount to be awarded to County. Small Water Systems (SWS) Unit staff will work with the LPA to verify that the submitted data is of acceptable quality and that the water systems are properly classified to meet SDWIS data migration rules.
- (c) Execution of the LPDA. County executes the LPDA and agrees to meet all applicable Project milestones as specified under Article A-5.
- (d) County Authorization. County has provided satisfactory documentation of the action taken by its governing body authorizing it to enter into this Agreement and the LPDA, and designating a representative to execute this Agreement and the LPDA and to sign claim(s) for disbursement of funds (**Attachment 1** of this Agreement).

ARTICLE A-4. COMPLIANCE WITH LAWS, REGULATIONS, AND PERMIT REQUIREMENTS

County shall at all times comply with, and require its employees, contractors and subcontractors, if any, to comply with, all applicable federal and state laws, rules and regulations, permits, and all applicable local ordinances, including, but not limited to, environmental, labor, procurement and safety laws, rules, regulations, permits, and ordinances.

ARTICLE A-5. PROJECT MILESTONES

County shall complete the following Project milestones:

- (a) Data Elements. Within 30 days after the Date of Execution, the County shall submit all required data elements through the electronic data transmission (EDT)

process in the then current format (.FTM files) for the SDWIS Unit to migrate data into SDWIS.

- (b) Full Database Submission. Within 30 days after the Date of Execution, the County shall submit all records residing in its database for all required elements as specified in 22 CCR §64257.
- (c) Correction of Data Errors. Within 30 days after the Date of Execution, the County shall begin work with the SWS Unit staff to correct any data errors generated and shall re-submit the corrected data when it becomes reasonably available via the EDT process to the State.
- (d) EAR Submission. Within 60 days after the Date of Execution, the County shall ensure that: (i) all community and non-transient non-community water systems under their jurisdiction have received written notice of the EAR reporting requirements; and (ii) all 2012 electronic annual reports (EARs) submitted by active community and non-transient, non-community water systems have been reviewed and accepted by the LPA. County shall use reasonable efforts to follow up with any delinquent water systems to secure the submission of the EAR.
- (e) LPA Work Plan. Within 60 days after the Date of Execution, the County shall submit the FY 2013-2014 LPA Annual Work Plan to its designated District Engineer.
- (f) Provision of Source Class Codes. By 120 days after the Date of Execution, the County shall begin to submit new or updated source class codes for all active ground water, surface water, GWUDI water sources, and treatment plants to SWS Unit staff who shall manually enter same into PICME/SDWIS.

ARTICLE A-6. DISBURSEMENTS BY STATE

Subject to the availability of funds and in accordance with the terms of this Agreement, Fiscal Agent will provide the Grant Amount to County pursuant Article A-8 in three separate disbursements as set forth below.

(a) Claims

Upon completion of the conditions precedent or relevant Project milestones County shall request a disbursement by submitting to State a claim documenting the completion of the applicable conditions precedent or Project milestones

necessary to initiate each disbursement. A claim for disbursement of funds shall be provided in the form of **Attachment 2** to this Agreement.

(b) Disbursements

Following the review and approval of a claim by State, State will provide instructions to and authorize the Fiscal Agent to disburse grant funds to County in an approved amount, subject to the availability of funds (each a "Disbursement"). Any and all funds disbursed to County under this Agreement shall be used solely to pay Eligible Project Costs.

State shall utilize the following Disbursement schedule to award the Grant Amount to County:

1. Disbursement 1: State shall award the first Disbursement, 34% of Grant Amount under this Agreement, upon the execution of this Agreement.
2. Disbursement 2: State shall award the second Disbursement, 33% of Grant Amount under this Agreement, upon satisfactory completion of Project milestones specified in Article A-5 (a), (b) and (c).
3. Disbursement 3: State shall award the third and final Disbursement, 33% of Grant Amount under this Agreement, upon satisfactory completion of Project milestones specified in Article A-5 (d) and (e).

(c) Rejection of Claims

A claim may be rejected by State if:

- (1) it is submitted without signature or it is submitted under signature of a person other than County's duly authorized representative.
- (2) State determines, in its sole discretion, that the claim is inaccurate or otherwise does not comply with the terms of this Agreement.

State will notify County of any claim so rejected, and the reasons therefore.

(d) Correction of Claims

A claim containing documentation error will be corrected by State, after telephone notification to County, and will thereafter be treated as if submitted in corrected form. State will confirm correction of the error, to County, in writing.

(e) Adjustments to Claims

If upon review of a claim, State determines that the claim is incorrect or incomplete under the Act, State law, implementing criteria, or the terms of this Agreement, State will notify County, by certified or registered mail, of its determination concerning County's failure to adequately provide documentation of milestone fulfillment or completion. County may, within thirty (30) days of the date of receipt of such notice, submit additional documentation or evidence to cure such deficiency(ies). If County does not submit additional information, or if State determines such additional information to be inadequate, State will act in accordance with Article A-7.

County may submit additional documentation or evidence, and resubmit any such rejected costs on a subsequent claim.

(f) Final Claim and Disbursement

With the submission of the final claim, County shall provide:

- (1) A certification by County's Grant Administrator that the data and information disclosed to State is true and correct.

Should County fail to make the full disclosure and certification required by part 1 of this paragraph (f), or should State become aware through any means that County did not use funds for the completion of Project milestones or improperly used grant money for purposes other than those designated in this Agreement or the LPDA; the Project may be referred to the California Department of Finance for a full Project audit.

ARTICLE A-7. WITHHOLDING OF GRANT DISBURSEMENTS BY STATE AND
CANCELLATION OF AGREEMENT

(a) Conditions for Withholding

If State determines that the Project is not being carried out substantially in accordance with the provisions of this Agreement and the LPDA, or that County has failed in any other respect to comply with the terms and conditions of this Agreement and the LPDA, State may give written notice of such failure to comply. If County does not cure any such failure to State's satisfaction within ten (10) calendar days of receipt of such notice, State may withhold from the County all or any portion of the Grant Amount and take any other action that it deems necessary to protect its interests, including but not limited to declaring County in default as set forth in Article A-24, or canceling this Agreement pursuant to Subpart (b) of this Article A-7.

(b) Withholding Entire Grant Amount

If State determines to withhold the entire Grant Amount from County pursuant to Subpart (a) of this Article A-7, notice of such a determination shall constitute a notice of cancellation of this Agreement, and this Agreement shall no longer be binding on any party hereto. Said Notice of Cancellation shall be sent to County by certified or registered mail, and shall be effective upon receipt.

(c) Withholding Balance of Grant Amount

When a portion of the Grant Amount has been disbursed to County and State determines to withhold funding, State will notify County in writing, via certified or registered mail, that State is withholding the balance of the funding from County, pursuant to Subpart (a) of this Article A-7. In such event, County will be deemed to be in default and subject to the provisions of Article A-24.

ARTICLE A-8 FISCAL AGENT AGREEMENT

County shall enter into a fiscal agent agreement for a Fiscal Agent substantially in the form of **Attachment 3** to this Agreement (the "Fiscal Agent Agreement"). A Fiscal Agent shall be retained until the Grant Amount has been disbursed in full to County.

County shall open a separate account (the "Account") with the Fiscal Agent, into which State shall disburse the Grant Amount in a single lump sum payment. The Account shall be used only for holding, disbursing and maintaining the grant funds. Funds in the Account shall not be invested in interest bearing obligations. Upon instruction from State, the Fiscal Agent shall release funds to County as specified by State.

Once State approves the Fiscal Agent Agreement, County shall not do any of the following without first obtaining written approval by State: amend the Fiscal Agent Agreement; close the Account; or retain a new Fiscal Agent.

State shall have no obligation to make Disbursements until the Fiscal Agent has been engaged and the Fiscal Agent Agreement Agent has been approved by State.

ARTICLE A-9. TIMING OF PROJECT

County shall execute this Agreement by November 30, 2013. County shall proceed expeditiously with the Project.

ARTICLE A-10. COUNTY'S CONTRACTS

County shall be solely responsible for resolution of any and all disputes arising out of or related to County's performance of the Project, including but not limited to employment and payment disputes with County's employees, contractors and subcontractors and shall provide appropriate releases (as set forth in California Civil Code Title 15) as may be requested by State.

ARTICLE A-11. AUDIT AND INSPECTION OF BOOKS AND RECORDS

- (a) Upon execution of this Agreement and until 3 years following final Disbursement under this Agreement, pursuant to Government Code Section 8546.7, the parties shall be subject to the examination and audit by State or any agent thereof, and the State Auditor, with respect to all matters connected with the performance of this Agreement, including, but not limited to, the cost of administering this Agreement. If any litigation, claim, negotiation, audit or other action is commenced before the expiration of said three (3) year period, all records must be retained until such action is resolved, or until the end of said three (3) year period whichever shall later occur. All records of County relating in any way to funding received pursuant to this Agreement shall be preserved for this purpose.
- (b) During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, Disbursements, and receipts with respect to its activities under this Agreement. Failure or refusal by County to comply with this provision shall be considered a substantial failure to comply with this Agreement. State may declare County in default as set forth in Article A-24, withhold Disbursements to County, or take any other action it deems necessary to protect its interests. The provisions of this Subpart (b) shall be effective until expiration of the time period provided in Subpart (a) of this Article A-11.

ARTICLE A-12. ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENTS

(a) Separate Accounting of Grant Disbursements

County shall account for the funds disbursed pursuant to this Agreement separately from all other County's funds. County shall maintain accounting procedures that are in accordance with Generally Accepted Accounting Principles. County shall keep complete and accurate records of all receipts and Disbursements of such funds.

(b) Disposition of Funds Disbursed

In addition to specific requirements set forth in this Agreement, all funds disbursed pursuant to this Agreement shall be deposited, administered, and accounted for pursuant to all provisions of law applicable to County.

(c) Interim and Final Audits

In addition to the provisions of Article A-11, at any time following execution of this Agreement and until completion of the Project, or final Disbursement whichever shall occur last, State reserves the right to conduct an audit of County's disposition of all funds disbursed under this Agreement.

Failure or refusal by County to comply with these provisions shall be considered a substantial breach of this Agreement.

ARTICLE A-13. SINGLE AUDIT ACT

If County receives \$500,000 or more in federal awards in a year from any source, including federal funds disbursed under this Agreement, County agrees to comply with all requirements of the Office of Management and Budget Circular A-133 issued pursuant to the Single Audit Act, as the same may be amended from time to time.

ARTICLE A-14. [INTENTIONALLY RESERVED]

ARTICLE A-15. NONDISCRIMINATION CLAUSE

During the performance of this Agreement, County, its contractors and subcontractors, shall not deny the Agreement's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. County, its contractors and subcontractors, shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

County, its contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5) and the regulations or standards adopted by the awarding State Agency to implement such article.

By signing this Agreement, County assures State that it shall comply with the requirements of the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA; the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d (1988) et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794 (1989); Federal Water Pollution Control Act Amendments of 1972, Pub.L. No. 92-500, 86 Stat 816; and the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102 (1994); together with all applicable regulations and guidelines adopted to implement same. Said group of laws and requirements are collectively referred to in this Agreement as the "anti-discrimination laws".

County agrees to collect and maintain information to show compliance with the "anti-discrimination laws" including a list of discrimination complaints, reports of any compliance reviews conducted by other agencies descriptions of any pending discrimination-based lawsuits and data on the racial, ethnic, national origin, sex and handicap characteristics of the population it serves.

County, its contractors and subcontractors shall give written notice of their obligations under this Article to labor organizations with which they have a collective bargaining or other agreement.

County's signature on this Agreement shall constitute a certification under penalty of perjury under the laws of the State of California that County has, unless exempted, complied with the nondiscrimination program requirements of Government Code, Section 12990, and Title 2, California Code of Regulations, Section 8103.

County shall include the nondiscrimination and compliance provisions of this Article A-15 in all contracts and subcontracts to perform work on the Project.

ARTICLE A-16. WORKERS' COMPENSATION CLAUSE

County affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and County affirms that it will comply with such provisions before commencing performance of work under this Agreement and will make its contractors and subcontractors aware of this provision.

ARTICLE A-17. SUCCESSORS AND ASSIGNS

This Agreement and all of its provisions shall inure to the benefit of, apply to, and bind the heirs, successors and assigns of the parties hereto. No assignment or transfer of this Agreement or any part hereof by County shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

ARTICLE A-18. [INTENTIONALLY RESERVED]

ARTICLE A-19. REMEDIES NOT EXCLUSIVE

The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive, and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

ARTICLE A-20. AMENDMENTS

This Agreement may be amended only by mutual written agreement signed by the parties hereto. Requests by County for amendments must be in writing stating the amendment request and the reason for the request.

ARTICLE A-21. WAIVER OF RIGHTS

It is the intention of the parties hereto that from time to time either party may waive any of its rights under this Agreement unless contrary to law. Any waiver by either party hereto of rights arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other rights or matters.

ARTICLE A-22. DISPUTE CLAUSE

Any dispute that County may have regarding the performance of this Agreement including, but not limited to, claims for additional Disbursements of funds or extension of time, shall be submitted to State's Grant Administrator identified in Section 5 of this Agreement. State's Grant Administrator may make findings and recommendations and transmit a copy of the claim and any such findings and recommendations to the California Department of Public Health, Chief, Division of Drinking Water and Environmental Management, who shall make a decision on such dispute which decision shall be in writing and transmitted to County by certified or registered mail. Said decision shall be final and conclusive.

ARTICLE A-23. PERFORMANCE AND ASSURANCES

County agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in Article A-5, and to apply funds received only to Eligible Project Costs and to operate and maintain the Project in accordance with applicable provisions of the law.

ARTICLE A-24. DEFAULT PROVISIONS

- (a) County will be in default under this Agreement if any of the following occur:
- (1) County's substantial breach of this Agreement, or any supplement or amendment to it;
 - (2) County's making of any false warranty, representation, or statement with respect to this Agreement or the Project; and/or
- (b) When an event of default occurs, State may give County notice of default. County shall have ten (10) calendar days from the date of such notice to cure the default. If County fails to timely cure the default to the satisfaction of State, then State may do any or all of the following:
- (1) Declare that any and all amounts disbursed to County under the terms of this Agreement shall be deemed an obligation of County and due and payable to State;
 - (2) Declare County's obligations immediately due and payable, with or without demand or notice to County, which County expressly waives;
 - (3) Terminate any obligation of State to make further Disbursements to County under this Agreement; and/or
 - (4) Take any other action it deems necessary to protect its interests.
- (c) County agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to State as a result of a breach of agreement by County, whether such breach occurs before or after completion of the Project.
- (d) No waiver by State of any breach or default will be a waiver of any other breach or default.

ARTICLE A-25. DRUG-FREE WORKPLACE CERTIFICATION

By signing this Agreement, County hereby certifies under penalty of perjury under the laws of the State of California that County will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

- (b) Establish a Drug-Free Awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation and employee assistance programs;
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- (c) Every employee who works on the Project:
 - (1) Shall be issued a copy of County's drug-free policy statement;
 - (2) Shall agree to abide by terms of County's statement as a condition of employment on the Project.

This Agreement may be subject to suspension of payments or termination, or both, and County may be subject to debarment if State determines that: (1) County has made a false certification, or (2) County has violated the certification by failing to carry out the requirements of this Article A-25.

ARTICLE A-26. CONFLICT OF INTEREST--CURRENT AND FORMER STATE EMPLOYEES

- (a) Current State Officers and Employees:
 - (1) County shall not utilize in the performance of this Agreement any state officer or employee in the state civil service or other appointed state official unless the employment, activity, or enterprise is required as a condition of the officer or employee's regular state employment. Employee in the state civil service is defined to be any person legally holding a permanent or intermittent position in the state civil service.
 - (2) If any state officer or employee is utilized or employed in the performance of this Agreement, County shall first obtain written verification from State that the employment, activity, or enterprise is required as a condition of the officer's, employee's, or official's regular state employment and shall keep said verification on file for three (3) years after the termination of this Agreement.
 - (3) County may not accept occasional work from any currently employed state officer, employee, or official.

- (4) If County accepts volunteer work from any currently employed state officer, employee, or official, County may not reimburse, or otherwise pay or compensate, such person for expenses incurred, including, without limitation, travel expenses, per diem, or the like, in connection with volunteer work on behalf of County.
- (5) County shall not employ any state officers, employees, or officials who are on paid or unpaid leave of absence from their regular state employment.
- (6) County or anyone having a financial interest in the Agreement may not become a state officer, employee, or official during the term of this Agreement. County shall notify each of its employees, and any other person having a financial interest in this Agreement that it is unlawful under the Public Contract Code for such person to become a state officer, employee, or official during the term of this Agreement unless any relationship with the County giving rise to a financial interest, as an employee or otherwise, is first terminated.
- (7) Occasional or one-time reimbursement of a state employee's travel expenses is not acceptable.

(b) Former State Officers and Employees:

- (1) County shall not utilize in the performance of this Agreement any formerly employed person of any state agency or department that was employed under the state civil service, or otherwise appointed to serve in the State Government, if that person was engaged in any negotiations, transactions, planning, arrangement, or any part of the decision making process relevant to the Agreement while employed in any capacity by any state agency or department. This prohibition shall apply for a two (2) year period beginning on the date the person left state employment.
- (2) County shall not utilize within twelve (12) months from the date of separation from services, a former employee of the contracting state agency or department if that former employee was employed in a policy making position in the same general subject area as the proposed Agreement within the twelve (12) month period prior to the employee leaving state service.

ARTICLE A-27. PROHIBITED USE OF STATE FUNDS

County certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the following:

- (a) Software. County shall not use grant funds pursuant to this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

- (b) Unrelated County Purposes. County shall not use grants funds pursuant to this Agreement for purposes not related to the Project and performance of the LPDA. Prohibited use of the funds include, but are not limited to, the implementation of county administrative purposes, operations, and programs not associated with the fulfillment of Project and the LPDA.

Any suspected occurrences of fraud, negligence, forgery, embezzlement, theft, or any other misuse of public funds shall be considered a substantial breach of this Agreement. State may immediately suspend Disbursements of grant funds and/or terminate the LPDA and this Agreement in whole or in part pursuant to Article A-7 or Article A-24.

EXHIBIT B

SPECIAL TERMS AND CONDITIONS

ARTICLE B-1. FINAL GRANT AMOUNT AWARDED

The Final Grant Amount shall be \$461,000.00.

ARTICLE B-2. OTHER TERMS AND CONDITIONS

Notwithstanding Article A-2 of Exhibit A, Term of Agreement, nothing in this Agreement shall preclude the County from depositing funds received from the Fiscal Agent into a local drinking water fund or other account. Such account, if established, may be used exclusively to fund authorized program expenses in subsequent fiscal years in accordance with the County's standard annual budgeting practices.

ATTACHMENT 1

**[PAGE INTENTIONALLY LEFT BLANK FOR COUNTY AUTHORIZATION AS
REFERENCED IN ARTICLE A-3 (d)]**

ATTACHMENT 2

**[PAGE INTENTIONALLY LEFT BLANK FOR CLAIM FORM AS REFERENCED IN
ARTICLE A-6 (a)]**

ATTACHMENT 3

**[PAGE INTENTIONALLY LEFT BLANK FOR FISCAL AGENT AGREEMENT AS
REFERENCED IN ARTICLE A-8]**

Local Primacy Agency Annual Program Evaluation
County of Stanislaus
Fiscal Year 2012-2013

INTRODUCTION

On September 4, 2013, the California Department of Public Health (CDPH) conducted the annual evaluation of the Stanislaus County Small Water System Program (SWSP) for the fiscal year (FY) 2012-2013. Stanislaus County's Environmental Resources/Environmental Health Department has been delegated as a Local Primacy Agency (LPA) and is the county entity responsible for administering the SWSP for public water systems (PWS) of less than 200 service connections.

CDPH representatives conducting the evaluation were Kassy Chauhan and Bhupinder Sahota representing the Stockton District Office and Vance Wong representing the Small Water System Unit. Representing the LPA was Janis Mein, Rachel Riess, Denny Vang, Annette Arias and Mary Jo Freitas. This evaluation and report is mandated by California Health and Safety Code (CHSC) Section 116330(d). The purpose of the evaluation is to determine the program status with respect to the objectives set forth in the Stanislaus County LPA Delegation Work Plan for FY 2012-2013. This report summarizes the findings, recommendations, and directives of the Stockton District, Southern CDPH Drinking Water Field Operations Branch as it relates to LPA program elements as set forth in California Code of Regulations (CCR) Title 22, Sections 64253 through 64260.

SUMMARY OF EVALUATION FINDINGS

The Stanislaus County has implemented compliance with all current requirements of the California Safe Drinking Water Act for the small PWSs located within the county and is working to secure compliance. In addition, the LPA has substantially met the program objectives that were outlined in the approved FY 2012-2013 work plan and the LPA Program requirements set forth in CCR Title 22, Sections 64253 through 64260.

DIRECTIVES AND RECOMMENDATIONS

CDPH finds that the Stanislaus County SWSP is achieving general compliance with the LPA requirements for small PWSs and meets the goals and objectives established in the FY 2012-2013 work plan.

CDPH makes the following directives and recommendations regarding the County's program:

1. Continue to send annual workplans to the Stockton District Office for approval on a timely basis. The FY 2014/2015 workplan should be submitted to the Stockton District Office by May 1, 2014.

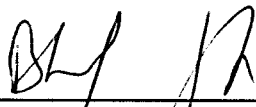
2. Ensure that all water systems that are providing treatment for a primary drinking water standard are submitting the monthly monitoring report identified in their approved operations plan and that the treatment system is operated in accordance with the approved operations plan. The County must review, track and follow-up on monthly compliance with treatment system requirements.
3. Ensure that water systems that are using surface water as their source of supply submit the monthly surface water treatment plant report each month. The County must verify that the turbidity standard is being complied with and the CT requirements are being satisfied.
4. Reissue a permit whenever the original permit does not adequately describe the current system or is more than 10 years old. Section 11625 (c) of the HSC grants the LPA authority to renew, reissue, revise, or amend any domestic water supply permit whenever the LPA deems it to be necessary for the protection of public health whether or not an application has been filed. The 2013/2014 workplan identified nine water systems that would be issued new, amended or full revised permits during the FY. The County should prioritize issuance of the water supply permits as follows:
 - a. Systems adding new facilities (wells, treatment, etc.)
 - b. Surface water systems
 - c. Systems treating for a primary MCL violation (Nitrates are of the highest priority of MCL violations)
 - d. Systems that are changing ownership.
5. Continue to provide copies of all enforcement actions, permits, and accompanying technical reports and TMF staff evaluations to the Stockton District Office. Electronic copies of the above-mentioned documents are preferred.
6. Submit EDT data files to the CDPH-DWP Small Water System Unit on a monthly basis. These files are due no later than the last day of the month following the reporting period (i.e. November 2013 reporting is due no later than December 31, 2013). These files shall include any updates or additions to water system inventory, sources, source treatment/objective codes, inspection/sanitary surveys, water supply permits, violations, enforcement actions and enforcement action violation associations.
7. Continue to work with the Department's SWS Unit to assign source class codes to each public water system source based on source vulnerability. After assigning source class codes, the County will be able to generate monitoring schedule to more efficiently track chemical source water quality compliance with monitoring and reporting requirements. The County will also be able to use the database as a tool to ensure that contract laboratories are submitting the correct information in a timely manner to the CDPH water quality database.

8. Continue to follow the violation and enforcement action data entry guides that are provided to the County by the Department. This will ensure that the County's action data will migrate to the CDPH database via EDT.
9. The County must ensure that citations are being issued to water systems that fail the TCR MCL in any given month. The County is currently issuing Notices of Violation to water systems that fail the TCR MCL in any given month. An electronic copy of the template for a TCR MCL citation has been provided to the County.
10. The Department recommends that the County require continuous chlorination for any water system that fails the TCR three or more times in any 12 month period.
11. The County must require continuous chlorination of all sources that use granular activated carbon (GAC) treatment systems. The GAC is a media for bacteriological growth and continuous chlorination of the effluent from the GAC vessels is required.
12. The Department recommends that the County transfer regulatory jurisdiction for all water systems with surface water and/or groundwater under the direct influence of surface water to the Stockton District Office due to the increasingly complex regulations for surface water.
13. The County should monitor the progress of the nine water systems that have been identified on the Small Water System Program Plan for returning to compliance. Four of the nine water systems are not currently in the process of receiving funding through one of the CDPH funding programs (SRF, P84, P50). The County must ensure that these water systems continue to work towards returning to compliance either by using private funds or one of the CDPH funding programs. Enforcement action may be required to ensure that the water systems continue to make progress.
14. The County has issued compliance orders to two water systems that have sources that produce water in excess of the nitrate MCL. The two water systems (Liberty Baptist Church, System No. 5000426) and Frazier Nut Farms Inc., System No. 5000530) are currently providing bottled water for drinking. The compliance orders require a plan and time schedule for bringing the water systems into compliance with the nitrate MCL. The County must ensure that these water systems continue to work towards returning to compliance.
15. A review of a select few system files during the evaluation meeting revealed there are some necessary improvements required for the County's water system files. The necessary improvements are as follows:
 - a. Upon completion of a sanitary survey, a written document must be placed in the water system files to document completion of the sanitary survey and that all eight mandatory sanitary survey items were addressed.
 - b. Each water system file should contain a copy of the water supply permit in the CDPH format.

- c. The County needs to review the bacteriological sample siting plans (BSSP) as part of the routine sanitary survey. BSSPs that are more than 10 years old or no longer accurately represent the water system should be updated. A copy of the BSSP should be included in each water system file.
- d. Items identified in the sanitary survey report as needing attention should be tracked to ensure that the water system complies with directives or recommendations listed in the sanitary survey report.

CDPH looks forward to our continued partnership as we share the oversight of PWSs in Stanislaus County.


Report Submitted By:



Bhupinder Sahota, Senior Sanitary Engineer
Stockton District
CDPH Drinking Water Field Operations

Date: 12/16/13

Report Prepared By:



Kassy D. Chauhan, Senior Sanitary Engineer
Merced District
CDPH Drinking Water Field Operations

Date: 12/16/13

Appendices:

- Appendix A - LPA Permit Activities
- Appendix B - Inventory Maintenance
- Appendix C - Routine Inspections/Sanitary Surveys
- Appendix D - Water Quality Monitoring Activities
- Appendix E - Reporting to CDPH
- Appendix F - Enforcement Activities
- Appendix G - Program Management/Work Plans
- Appendix H - LPA Water System Inventory
- Appendix I - CDPH Infrastructure Financing Programs
- Appendix J - CDPH Small Water Systems Program Plan
- Appendix K - LPA File Review
- Appendix L - Water Systems Exceeding a Primary MCL(s) and Providing Treatment

Appendix A: LPA Permit Activities - CCR Title 22, Section 64254

All small PWSs are required to have a Domestic Water Supply Permit that must be accompanied by a technical report. These reports are submitted and reviewed at the time new water systems are proposed or an existing system is modified. The LPA issues new or amended permits following a determination that the technical report is complete and an inspection of the new or modified water system is performed. In addition, the LPA primacy regulations require that all permits be re-evaluated at least once every 10 years to confirm that the permit information is current and that the permits contain conditions appropriate to ensure the safe operation of the water systems.

The FY 2012-2013 workplan indicated that a total of 14 water supply permits would be issued during the fiscal year. During FY 2012-2013, the County issued a total of eight water supply permits in the CDPH format as summarized in Table 1A below. Four of the 14 water supply permits that were identified in the FY 2012-2013 workplan were issued. The remaining four permits that were issued in FY 2012-2013 were not identified in the FY 2012-2013 workplan. The County indicated that they continue to work towards issuing water supply permits in the CDPH format for all of the public water systems that they regulate. A significant amount of time is required for issuance of water supply permits which is why the County was unable to issue water supply permits to the 14 water systems that were identified in the FY 2012-2013 workplan. The County indicated that the water supply permits for the remaining water systems that were identified in the FY 2012-2013 workplan are in process and will be issued in the near future. Table 1B summarizes the water supply permits that were identified in the FY2012-2013 workplan but were not issued.

Table 1A: Summary of Permits Issued

PWS Number	System Name	PWS Classification	New	Amended	Reason
5000218	COUNTRY VILLA APTS	C	<input type="checkbox"/>	<input type="checkbox"/>	FULL
5000077	CERES WEST MHP	C	<input type="checkbox"/>	<input type="checkbox"/>	FULL
5000530	FRAZIER NUT FARMS, INC.	P	<input type="checkbox"/>	<input type="checkbox"/>	FULL
5000538	Modesto Christian Center	N	<input type="checkbox"/>	<input type="checkbox"/>	FULL
5000548	Montpelier Orchards	P	<input type="checkbox"/>	<input type="checkbox"/>	FULL
5000561	McHenry Golf	N	<input type="checkbox"/>	<input type="checkbox"/>	FULL
5000565	Sterling Industrial	P	<input type="checkbox"/>	<input type="checkbox"/>	FULL
5000582	JOE S FOOD MART WATER SYSTEM	N	<input checked="" type="checkbox"/>	<input type="checkbox"/>	FULL

*C=Community P=Non-transient Non-community N=Transient Non-community

Table 1B: Summary of Permits Identified in FY 2012-2013 Workplan But Not Issued

System #	System Name	New Permit	Full	Reason Not Completed
5000536	Shelton Water System		X	Permitting in process
5000177	Shady Lawn Ranch		X	Permitting in process
5000574	Eastin		X	Permitting in process
5000551	Bel Passi Baseball		X	Permitting in process
5000552	Kiernan Business Ctr		X	Permitting in process
5000554	Hughson Nut #2		X	Permitting in process
5000562	Los Indios/Bruno Sys.		X	Permitting in process
5000579	Foster Farms #5		X	Permitting in process
5000580	Grover Landscape	X		Permitted in 2013-2014 fiscal year
5000581	Pioneer Equine	X		Permitting in process

TMF Capacity Evaluation Implementation

The 1996 federal Safe Drinking Water Act amendments specified that new PWSs must have technical, managerial, and financial (TMF) capacity before they are permitted to operate by primacy agencies. A new PWS must demonstrate through its financial resources, technical resources, organizational structure, and personnel that it has the capability to comply with all applicable drinking water standards and regulations on an ongoing basis. As a condition of granting CDPH primacy to conduct the PWS regulatory program in California, the United States Environmental Protection Agency (EPA) requires that CDPH have a mechanism in place to prevent the formation of new PWSs that do not have adequate TMF capacity. CDPH has chosen to incorporate the TMF requirements into its permitting process. In addition, under CHSC Section 116540(b) all PWSs that undergo a change of ownership after January 1 1998, must demonstrate adequate TMF capacity before being granted a new permit. CDPH has developed criteria to be used in assessing the TMF capacity of PWSs.

All LPAs are responsible for ensuring that new PWSs, PWSs undergoing a change of ownership, and funding program applicants have adequate TMF capacity or can acquire it in a specific time period. As such, permits issued by an LPA in all of these cases must contain provisions that require compliance with TMF capacity requirements as applicable. The county has incorporated the TMF capacity requirements into its permit process for new water systems and systems changing ownership.

THE LPA IS IN COMPLIANCE WITH APPENDIX A REQUIREMENTS:

YES NO

Appendix B: Inventory Maintenance - CCR Title 22, Section 64255

The PWS inventory in Stanislaus County consists of 179 water systems including: 44 community, 57 nontransient noncommunity, and 78 transient noncommunity PWSs as summarized in Table 2. Changes in the inventory during FY 2012-2013 are listed in Table 3. A detailed list of Stanislaus County small PWSs are found in Appendix H. The LPA maintains the following minimum required information for all PWSs in their Access Database.

- Water system name
- Water system identification number
- Mailing address
- Type of water system
- Name, address, and phone number of the responsible party
- Type of ownership
- Type of water source
- Type of treatment if any
- Dates of operation for seasonally operated systems
- Number of service connections
- Population served

Table 2: Current Water System Inventory

Water System Type	FY 2012-2013	FY 2011-2012
Community	45	44
Nontransient Noncommunity	57	60
Transient Noncommunity	78	78
Total	180	182

Table 3: Water System Inventory Changes

PWS Number	System Name	Activity	PWS Classification		Comments
			Current	Prior	
5000316	Curtis Investments	XS	XS	C	Changed status from CWS to State Small WS on 9/5/2013
5000193	Patterson Vegetable Co.	INAC	INAC	P	System inactivated.
5000358	Dairy Farmers of America	INAC	INAC	P	System inactivated.
5000391	Superior Distribution Center	INAC	INAC	P	System Inactivated

Appendix C: Routine Inspections/Sanitary Surveys - CCR Title 22, Section 64255

Routine inspection and sanitary survey frequencies are based on the type of water system, source type, and any required treatment. The frequencies are as follows, along with the CDPH performance requirements:

Water System Classification	Water Type (Surface/GW)	Treated / Untreated	Statutory Minimum Requirement	Regulatory Minimum Requirement	CDPH Minimum Performance Requirements
Community	Surface Water	Treated	Every 1 years	Every 2 years	Every 3 years
Non-community	Surface Water	Treated	Every 1 years	Every 2 years	Every 5 years
Community	Groundwater	Treated	Every 2 years	Every 2 years	Every 3 years
Non-community	Groundwater	Treated	Every 2 years	Every 2 years	Every 5 years
Community	Groundwater	Untreated	Every 3 years	Every 5 years	Every 3 years
Non-community	Groundwater	Untreated	Every 3 years	Every 5 years	Every 5 years

Sanitary surveys consists of a review of the water system permit and files as well as an onsite inspection of 8 elements in order to evaluate the water system's ability to produce and distribute safe and reliable drinking water. The components of a sanitary survey are:

1. source(s)
2. treatment
3. distribution system
4. finished water storage
5. pumps, pump facilities, and controls
6. monitoring, reporting, and data verification
7. system management and operation
8. operator compliance with State requirements

The LPA notes water system deficiencies found during a routine inspection or sanitary survey and outlines a corrective action schedule. Enforcement actions are issued when a water system fails to correct the noted deficiencies in a timely manner.

The FY 2012-2013 work plan identified 33 water systems that would receive routine inspections/sanitary surveys. Staff conducted 28 routine inspections/sanitary surveys which is approximately 85 percent of the projected routine inspections/sanitary surveys in the FY 2012-2013 work plan and approximately 16 percent of the LPA's PWS inventory. A total of 35 unscheduled inspections/sanitary surveys were conducted. A total of 63 inspections/sanitary surveys were completed in FY 2012-2013, which represents approximately 35 percent of the LPA's PWS inventory. The County increased the number of inspections/sanitary surveys

PWS Number	System Name	Date Inspection/Sanitary Survey Completed*	Meets CDPH Performance Requirement? (Y/N) (Every 3 years)
5000066	MODESTO MOBILE HOME PARK, LLC (AU)	07/25/2012 annual	
5000071	TWIN CYPRESS MOBILEHOME PARK (AU)	12/07/2012 annual	
5000077	CERES WEST MHP (AU)	07/17/2012 annual	
5000080	COUNTRY WESTERN MOBILE HOME PARK (AU)	12/04/2012 annual	
5000090	PINEWOOD MEADOWS MHP (AU)	07/25/2012 annual	
5000095	SUNRISE VILLAGE MHP (AU)	07/31/2012 annual	
5000167	STAN CNTY HONOR FARM WATER SYSTEM/LAIRD (AU)	08/16/2012 annual	
5000218	COUNTRY VILLA APTS (AU)	07/24/2012 annual	
5000297	BUEHNER HOUSES (AU)	07/16/2012 annual	
5000389	MONTEREY PARK TRACT COMMUNITY SERVICE DI (AU)	04/23/2013 annual	
5000408	WESTLEY CSD (PU)	04/17/2013 annual	

*Inspections include all 8 elements of a sanitary survey.

Table 9: Non-community Water Systems using Untreated Groundwater

PWS Number	System Name	Date Inspection/Sanitary Survey Completed*	Meets CDPH Performance Requirement? (Y/N) (Every 5 years)
Scheduled Routine Inspections/Sanitary Surveys			
5000484	UNITED PALLET SERVICES INC WATER SYSTEM (AU)	07/09/2012 annual	
5000454	PURINA MILLS INC (AU)	08/13/2012 annual	
5000548	MONTPELIER ORCHARDS (WATER) (AU)	12/12/2012 annual	
5000101	CHATOM SCHOOL (EH) (AU)	08/20/2012 annual	
5000478	VSP PRODUCTS, INC (AU)	07/31/2012 annual	
5000580	GROVER LANDSCAPE WATER SYSTEM (AU)	12/05/2012 annual	
5000195	SWANSON FARMS (AU)	02/12/2013 annual	
5000155	ROBERTS FERRY SCHOOL CAFETERIA (AU)	04/10/2013 annual	
5000494	HYPower HYDRAULICS (AU)	03/20/2013 annual	
5000442	VALLEY DISTRIBUTORS, INC. (AU)	04/17/2013 annual	
5000164	MODESTO RESERVOIR (AU)	08/23/2012 annual	

PWS Number	System Name	Date Inspection/Sanitary Survey Completed*	Meets CDPH Performance Requirement? (Y/N) (Every 5 years)
5000138	EL RINCON & YOSEMITE HACIENDA MARKET (AU)	09/20/2012 annual	
5000439	GOLDEN ARCO (AU)	09/24/2012 annual	
5000578	TURLOCK SPORTSMAN S CLUB (AU)	10/18/2012 annual	
5000532	GRACE COMMUNITY CHRISTIAN CHURCH (AU)	10/18/2012 annual	
5000507	GURUDWARA GURU NANAK SAHIB (AU)	12/06/2012 annual	
5000493	JEHOVAH S WITNESS SIERRA VISTA CONG (AU)	03/21/2013 annual	
5000503	Oakdale Cheese (N-AU)	03/18/2013 annual	
5000347	BECKLEY LYONS WATER SYSTEM (AU)	03/25/2013 annual	
5000447	RIVER ROAD PLAZA WATER SYSTEM (AU)	04/30/2013 annual	
5000490	MOUNTAIN VIEW CHATOM RECREATION (AU)	03/12/2013 annual	
5000502	RESENDIZ FRUIT BARN (AU)	06/25/2013 annual	
5000512	SIKH TEMPLE MODESTO-CERES (AU)	05/31/2013 annual	
Unscheduled Inspections/Sanitary Surveys			
5000552	KIERNAN BUSINESS CENTER (AU)	05/10/2013 annual	
5000574	EASTIN (AU)	09/27/2012 annual	
5000273	GRATTON SCHOOL (AU)	08/20/2012 annual	
5000561	MCHENRY GOLF CENTER (AU)	06/27/2013 annual	
5000562	LOS INDIOS/BRUNO WATER SYSTEM (AU)	09/12/2012 annual	
5000536	SHELTON WATER SYSTEM (AU)	06/03/2013 annual	
5000582	JOE S FOOD MART WATER SYSTEM (AU)	06/04/2013 annual	
5000368	MABLE AVE BAPTIST CHURCH (AU)	08/24/2012 annual	
5000480	NEW HOPE CHURCH OF THE NAZARENE (AU)	08/03/2012 annual	

*Inspections include all 8 elements of a sanitary survey.

Table 10: Unscheduled Inspection Activities

PWS Number	System Name	Date	Reason for Inspection
5000010	TID/LA GRANGE WATER SYSTEM (C)	08/15/2012 annual	Extra "push" to complete by end of year
5000109	CERES UNIFIED/WESTPORT SCHOOL (AU/AT)	07/19/2012 annual	Extra "push" to complete by end of year
5000116	ROSELAWN HIGH SCHOOL (AU/AT)	07/12/2012 annual	Extra "push" to complete by end of year

5000286	BRONCO WINERY (AU/AT)	08/01/2012 annual	Extra "push" to complete by end of year
5000579	FOSTER FARMS #5 (AU)	12/10/2012 annual	Extra "push" to complete by end of year
5000005	CROWS LANDING COMM SVC DISTRICT (AU)	02/13/2013 annual	Extra "push" to complete by end of year
5000017	PARK HEIGHTS MUTUAL WATER CO (AU)	06/20/2013 annual	Extra "push" to complete by end of year
5000033	COBLES CORNER (AU)	11/27/2012 annual	Extra "push" to complete by end of year
5000048	LAZY B MOBILEHOME PARK (AU)	06/06/2013 annual	Extra "push" to complete by end of year
5000049	LONE PINE MOBILEHOME PARK (AU)	07/31/2012 annual	Extra "push" to complete by end of year
5000054	MORNINGSIDE MOBILEHOME PARK (AU)	05/23/2013 annual	Extra "push" to complete by end of year
5000055	OLIVE LANE MOBILEHOME PARK (AU)	06/19/2013 annual	Extra "push" to complete by end of year
5000057	PATIO VILLAGE MOBILEHOME PARK (AU)	07/09/2012 annual	Extra "push" to complete by end of year
5000058	FISHERMAN S BEND MHP (water system) (AU)	08/23/2012 annual	Extra "push" to complete by end of year
5000061	MARTIN S MOBILE HOME COURT (AU)	12/04/2012 annual	Extra "push" to complete by end of year
5000066	MODESTO MOBILE HOME PARK, LLC (AU)	07/25/2012 annual	Extra "push" to complete by end of year
5000071	TWIN CYPRESS MOBILEHOME PARK (AU)	12/07/2012 annual	Extra "push" to complete by end of year
5000077	CERES WEST MHP (AU)	07/17/2012 annual	Extra "push" to complete by end of year
5000080	COUNTRY WESTERN MOBILE HOME PARK (AU)	12/04/2012 annual	Extra "push" to complete by end of year
5000090	PINEWOOD MEADOWS MHP (AU)	07/25/2012 annual	Extra "push" to complete by end of year
5000095	SUNRISE VILLAGE MHP (AU)	07/31/2012 annual	Extra "push" to complete by end of year
5000167	STAN CNTY HONOR FARM- WATER SYSTEM/LAIRD (AU)	08/16/2012 annual	Extra "push" to complete by end of year
5000218	COUNTRY VILLA APTS (AU)	07/24/2012 annual	Extra "push" to complete by end of year
5000297	BUEHNER HOUSES (AU)	07/16/2012 annual	Extra "push" to complete by end of year
5000389	MONTEREY PARK TRACT COMMUNITY SERVICE DI (AU)	04/23/2013 annual	Stay current on bacteriological issues
5000408	WESTLEY CSD (PU)	04/17/2013 annual	Stay current on bacteriological issues
5000552	KIERNAN BUSINESS CENTER (AU)	05/10/2013 annual	Extra "push" to complete by end of year

5000574	EASTIN (AU)	09/27/2012 annual	Extra "push" to complete by end of year
5000273	GRATTON SCHOOL (AU)	08/20/2012 annual	Extra "push" to complete by end of year
5000561	MCHENRY GOLF CENTER (AU)	06/27/2013 annual	Extra "push" to complete by end of year
5000562	LOS INDIOS/BRUNO WATER SYSTEM (AU)	09/12/2012 annual	Extra "push" to complete by end of year
5000536	SHELTON WATER SYSTEM (AU)	06/03/2013 annual	Extra "push" to complete by end of year
5000582	JOE S FOOD MART WATER SYSTEM (AU)	06/04/2013 annual	Extra "push" to complete by end of year
5000368	MABLE AVE BAPTIST CHURCH (AU)	08/24/2012 annual	Extra "push" to complete by end of year
5000480	NEW HOPE CHURCH OF THE NAZARENE (AU)	08/03/2012 annual	Extra "push" to complete by end of year

Table 11: Scheduled Water Systems That Were Not Inspected

PWS Number	System Name	Date	Reason not Inspected
5000086	Countryside MH Estates (C - AU)	9/17/08	Inspection Scheduled for 2013-2014 Work Plan
5000067	Tully Mobile Estates (C-AU/AT)	9/22/11	Inspection Completed for 2013-2014 Work Plan
5000177	Shady Lawn Farm (N-AU)	8/27/07	Inspection Completed 12/21/2012; LPA to update their database
5000386	Marty's Inn Water System (N-IU)	9/27/07	System Inactivated

THE LPA IS IN COMPLIANCE WITH APPENDIX C REQUIREMENTS:

YES NO

Appendix D: Water Quality Monitoring Activities - CCR Title 22, Section 64256

Total Coliform Rule Monitoring

Those water systems identified during this evaluation that failed to monitor and report for the Total Coliform Rule in accordance with CCR Title 22, Section 64256 are listed below in Table 12, including any enforcement action issued by the LPA to the water system informing them of the violation(s). To effectively manage monitoring and reporting requirements, the LPA tracks the water system monitoring and reporting deficiencies by utilizing their Access database and takes the appropriate corrective action by issuing the proper enforcement actions. According to the LPA, the majority of the bacteriological monitoring results are submitted electronically by the laboratory to the LPA's database. The ones that are not submitted electronically are submitted by hard copy and manually input into the LPA database by County staff.

Table 12: Total Coliform Rule Monitoring and Reporting Violations

PWS Number	System Name	PWS Class	Monitoring Period	Enforcement Action Type	Enforcement Action Issue Date
5000054	MORNINGSIDE MOBILEHOME PARK	C	01/01/2013 - 01/31/2013	IA	03/01/2013
5000382	FARMERS DEN /MARKET	N	07/01/2012 - 09/30/2012	IA	10/18/2012
5000447	RIVER ROAD PLAZA WATER SYSTEM	N	07/01/2012 - 07/31/2012	IA	08/15/2012

1-C=Community, P=Non-transient Non-community, or N=Transient Non-community

2-IA=Notice of Violation(s) or FL=Citation or Compliance Order

Chemical/Radiological Monitoring

The LPA notifies water systems of the monitoring and reporting requirements by providing a water quality monitoring schedule to the water system operator annually or by including the schedule with other correspondence to the water system during the year. Chemical data submitted by water systems are received and reviewed by the program specialist to ensure compliance with the chemical constituents' monitoring and reporting requirements and advises the water system of any follow-up sampling requirements. Hard copies of all chemical monitoring results are maintained in the water system file.

All transient noncommunity systems have conducted required analyses at least once when the water sources were initially placed into service. Most community and nontransient-noncommunity water systems are in compliance with ongoing chemical and radiological

monitoring requirements. Table 13 shows there were no monitoring and reporting violations for small PWSs for general mineral chemicals (IOC), organic chemicals, radiological constituents (Rad), lead and copper (LCR), and disinfection byproducts (DBP).

Certified Treatment and Distribution System Operators

CHSC Section 106885 states that any person who operates or supervises the operation of a water treatment plant or a distribution system of a community or nontransient noncommunity water system shall possess a valid and current water treatment and/or distribution operator certificate of the appropriate grade in accordance with the regulations referenced in CHSC Section 106910.

The determination of the level of operator certification required for a public water system is defined in CCR Title 22, Sections 63765 for water treatment and 63770 for distribution systems. The LPA has classified all water systems for the appropriate level of water treatment and distribution system operator certification. Each water system has been advised of its system classification for certified treatment or distribution system operator certification. The LPA maintains an Access Database with the operator certification requirements for each water system. The Access Database includes the name of the designated operator(s) as well as the date the operator's license expires. The County reviews the operator certification requirements for each water system as part of the sanitary survey process. Table 13 shows that there are no water systems that are operating without an operator or operating with the inappropriate level of certified operator.

Consumer Confidence Reporting

CCR Title 22, Section 64480(a) requires each community and nontransient noncommunity public water to issue an annual Consumer Confidence Report (CCR) to customers. All water systems use the standardized reporting format for small public water systems CCRs. The water system is required to distribute the CCR to its customers and provide a copy to the county. In addition, the water system is to provide certification that the report has been distributed to its customers and that the information is correct and consistent with the compliance monitoring data submitted to the county. Table 13 lists water systems in violation of the CCR requirements for FY 2012-2013.

Table 13: Chemical/Radiological Monitoring and Reporting Violations

PWS Number	System Name	PWS Classification ¹	IOC		VOC & SOCs	Rad	LCR	DBP	CCR	Certified Operator	Enforcement Action Type ²	Enforcement Action Issue Date	Comments
			NO ₃	Other IOC									
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			

1-C=Community, P=Non-transient Non-community, or N=Transient Non-community
 2-IA=Notice of Violation(s) or FL=Citation or Compliance Order

Surface Water Sources

PWSs with a surface water source are required to have a multi-barrier treatment process that includes filtration and disinfection to ensure the removal and/or inactivation of disease-causing viruses, bacteria, and protozoa. The Surface Water Treatment Rule (SWTR), Interim Enhanced Surface Water Treatment Rule (IESWTR), Long Term 1 and Long Term 2 Enhanced Surface Water Treatment Rule (LT1-LT2ESWTR) established standards for approved filtration methods to ensure that these pathogens are reliably removed by the filtration process. Table 14 lists all surface water systems within the LPA's regulatory jurisdiction.

The LPA verifies monthly that all surface water and groundwater under direct influence of surface water (GWUDI) sources are in compliance with the filtration and disinfection requirements of the SWTR and that the filtration and disinfection compliance data is being recorded daily when the plant is in operation. Monthly reports of the filtration and disinfection compliance data are submitted to the LPA. The LPA reviews, tracks, and follows-up on monthly compliance with filtration and disinfection compliance.

Each water system with filtration technique violations of the LT1ESWTR are issued a notice of violation each month that they are out of compliance stating that the water system is in violation of filtration requirements of the LT1ESWTR and that the water system needs to develop a plan of action to bring the water system back into compliance. Violations are entered into the LPA's Access database and reported as required to CDPH via the Electronic Data Transfer process. Table 14 lists surface water systems that are in violation of the monitoring and reporting requirements of the SWTR or LT1ESWTR. The surface water systems are in compliance with the treatment techniques and performance requirements with the exception of Frank Raines Park OHV (System No. 5000243) which is in the process of constructing a new surface water treatment facility for treatment of the water produced by a well that is under the direct influence of surface water. The Frank Raines OHV water system is operated by the County of Stanislaus. A contract for the construction project has been issued and construction is ongoing. The project includes installation of a new surface water treatment facility which will adequately treat the water produced by the well in accordance with the SWTR and the LT1ESTWR. The project is expected to be completed by Spring 2014.

Table 14: Inventory of Surface Water Systems

PWS Number	System Name	PWS Classification	Filtration Method	In Violation of the SWTR and/or LT1IESWTR (Yes/No)	Comments
5000008	Knights Ferry CSD – Stanislaus River – Raw Surface Water	C	Alternative – Roberts Filters	NO	

5000243	Frank Raines Park OHV – Well No. 1 GWUDI	N	Under Construction	YES	Compliance Order Issued – Contract awarded – Construction ongoing – expected to be completed in Spring 2014
5000010	TID – La Grange Water System	C	Conventional	NO	

*C=Community, P=Non-transient Non-community, or N=Transient Non-community

CDPH recommends that the LPA consider returning regulatory jurisdiction of the three water systems that use surface water sources as their source of supply to CDPH as the regulation of surface water has become increasingly complex. It is difficult for the county staff to adequately monitor, regulate, and inspect the water systems.

THE LPA IS IN COMPLIANCE WITH APPENDIX D REQUIREMENTS:

YES NO

Appendix E: Reporting to CDPH - CCR Title 22, Section 64257

The need for both CDPH and LPAs to develop the capability to transmit PWS program information via electronic data transfer (EDT) is a requirement of the EPA. The information that is required to be reported includes:

- **Monthly:** A list of all small PWSs that failed in the previous month to comply with drinking water monitoring and reporting regulations. This includes primary drinking water standard violations as well as monitoring and reporting violations. Information provided should include the system name and number, the type of violation, and the type of enforcement action taken if any.
- **Quarterly:** A list of permits that have been issued, amended, or renewed as well as a list of small PWSs for which a routine inspection or sanitary survey was conducted.
- **Annually:** The inventory of small PWSs under the jurisdiction of the LPA.

CDPH has requested that these reports be submitted monthly by the LPA. CDPH reviews these files as they are received from the LPA and advises the LPA of any reporting deficiencies associated with transmitting the files. The LPA is expected to review these error reports and correct any data formatting errors accordingly and then resubmit the data along with the data for the following reporting period. The LPA uses an Access database to comply with the EDT reporting requirements. The LPA submitted the required data in a timely manner for FY 2012-2013.

THE LPA IS IN COMPLIANCE WITH APPENDIX E REQUIREMENTS:

X YES NO

Appendix F: Enforcement Activities - CCR Title 22, Section 64258

The enforcement activities conducted by the LPA are those specified in the primacy agreement and include conducting site visits to the systems to assist in determining the cause of bacteriological contamination, directing corrective actions, requiring notification of the consumer as required, requiring that the water system issue boil water orders or provide bottled water as necessary until water quality deficiencies have been corrected, and issuing addressing enforcement actions. Addressing enforcement actions include the issuance of compliance orders, citations (with or without fines), administrative hearings, or other actions that meet the definition as outlined in the USEPA Enforcement Response Policy dated December 8, 2009.

Total Coliform Rule MCL Violations and Enforcement

When a small public water system has been determined to have failed the Total Coliform Rule (TCR) MCL, county staff may conduct a site inspection of the water system when the cause of the contamination cannot be easily determined by the system operator. If county staff is able to determine the cause of the problem, then guidance is provided to the system operator regarding corrective mitigation measures, follow-up monitoring, and public notification requirements. The system then is responsible for implementation of the mitigation measures. Where repeat samples are required, the water system collects five routine samples the following month in accordance with requirements of the TCR. The LPA then issues a citation to notify the water system that they failed the TCR MCL for the month(s) specified which includes various directives for the water system to comply with a specified compliance schedule. These directives may include, but not limited to public notification, repeat sampling requirements, and/or increased monitoring requirements. Listed in Table 15 are the water systems that violated the TCR MCL in FY 2012-2013. The LPA has been issuing notices of violation to systems that fail the TCR MCL. During the evaluation, it was discussed that the LPA should begin issuing citations to systems that fail the TCR MCL. A copy of the TCR MLC citation template has been provided to the LPA and the LPA will begin issuing citations in lieu of the notices of violations that are currently issued to systems that fail the TCR MCL.

Chemical and Radiological Violations and Enforcement

Chemical data submitted by the water systems is reviewed by the program specialist to ensure compliance with the MCL requirements. If necessary, the LPA advises the water system of any follow-up sampling requirements. Hard copies of all chemical monitoring results are retained as hard copies in the water system file. Listed in Table 16 are the water systems in FY 2012-2013 that exceeded a chemical or radiological MCL along with the associated enforcement action issued.

During the evaluation, the LPA was instructed to issue a compliance orders to Liberty Baptist Church (System No. 5000426) and Frazier Nut Farms Inc. (System No. 5000530) for failure of the MCL for nitrate. The systems are currently on bottled water. All systems that have sources that produce water with nitrate concentrations in excess of the MCL for nitrate must

be under a compliance order and be on a plan to get back into compliance. The County has issued the compliance orders to Liberty Baptist Church and Frazier Nut Farms Inc., as directed during the LPA evaluation. The County will continue to monitor progress towards the system providing water that complies with the MCL for nitrate.

Table 15: Total Coliform Rule MCL Violations and Enforcement

WS Number	System Name	PWS Classification ¹	MCL Reporting Period	Results		Enforcement Action Type ²	Enforcement Action Issue Date	ETT ³	Comments
				TC+	<i>E. coli</i> +				
0382	Farmers Den/Market		12/1/2012-12/31/2012	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IA	12/10/2012	<input type="checkbox"/>	
0382	Farmers Den/Market		7/1/2012-9/30/2012	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IA	10/24/2012	<input type="checkbox"/>	
0478	VSP Products, Inc.		10/1/2012-10/31/2012	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IA	10/19/2012	<input type="checkbox"/>	
0478	VSP Products, Inc.		9/1/2012-9/30/2012	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IA	9/17/2012	<input type="checkbox"/>	

1-C=Community, P=Non-transient Non-community, or N=Transient Non-community

2-IA=Notice of Violation(s) or FL=Citation or Compliance Order

3-Under the EPA's Enforcement Response Policy and Enforcement Targeting Tool (ERP-ETT), water systems' violations are evaluated using a weighed points system. Each violation is assigned a number of points based on the assigned threat to public health, where priority is given to acute health based violations. (Acute health-based violations are worth 10 points, other health-based violations and Total Coliform Rule repeat monitoring violations are worth 5 points, nitrate monitoring and reporting violations are worth 5 points, and other monitoring and reporting and any other violations are worth 1 point.) Systems that are checked above have greater than or equal to 11 points, are designated as "priority systems", and have appeared on the ETT during the fiscal year.

Table 16: Chemical & Radiological Violations and Enforcement

PWS Number	System Name	PWS Classification ¹	Contaminant	MCL Result	MCL	Enforcement Action Type ²	Enforcement Action Issue Date	ETT ³	Comments
5000033	COBLES CORNER	C	01002	.0110		FL	03/19/2010		01/01/2013 to 03/31/2013
5000033	COBLES CORNER	C	01002	.0110		FL	03/19/2010		10/01/2012 to 12/31/2012
5000033	COBLES CORNER	C	01002	.0110		FL	03/19/2010		07/01/2012 to 09/30/2012
5000051	MOBILE PLAZA PARK	C	01002	.0140		FL	09/20/2010		01/01/2013 to 03/31/2013
5000051	MOBILE PLAZA PARK	C	01002	.0130		FL	09/20/2010		10/01/2012 to 12/31/2012
5000051	MOBILE PLAZA PARK	C	01002	.0130		FL	09/20/2010		07/01/2012 to 09/30/2012
5000077	CERES WEST MHP	C	01002	.0190		FL	03/06/2013		01/01/2013 to 03/31/2013
5000077	CERES WEST MHP	C	01002	.0190		FL	03/06/2013		10/01/2012 to 12/13/2012
5000077	CERES WEST MHP	C	01002	.0180		FL	03/06/2013		07/01/2012 to 09/30/2012
5000077	CERES WEST MHP	C	01002	.0190		IA	01/01/2009		10/01/2012 to 12/31/2012
5000077	CERES WEST MHP	C	01002	.0180		IA	01/01/2009		07/01/2012 to 09/30/2012
5000080	COUNTRY WESTERN MOBILE HOME PARK	C	01002	.0220		FL	03/19/2010		01/01/2013 to 03/31/2013
5000080	COUNTRY WESTERN	C	01002	.0220		FL	03/19/2010		10/01/2012 to

	MOBILE HOME PARK							12/31/2012
5000080	COUNTRY WESTERN MOBILE HOME PARK	C	01002	.0220		FL	03/19/2010	07/01/2012 to 09/30/2012
5000085	GREEN RUN MOBILE ESTATES	C	01002	.0160		FL	03/19/2010	01/01/2013 to 03/31/2013
5000085	GREEN RUN MOBILE ESTATES	C	01002	.0160		FL	03/19/2010	10/01/2012 to 12/31/2012
5000085	GREEN RUN MOBILE ESTATES	C	01002	.0160		FL	03/19/2010	07/01/2012 to 09/30/2012
5000086	COUNTRYSIDE MOBILEHOME ESTATES - ADULT P	C	01002	.0120		FL	07/09/2012	04/01/2013 to 06/30/2013
5000086	COUNTRYSIDE MOBILEHOME ESTATES - ADULT P	C	01002	.0120		FL	07/09/2012	01/01/2013 to 03/31/2013
5000086	COUNTRYSIDE MOBILEHOME ESTATES - ADULT P	C	01002	.0120		FL	07/09/2012	10/01/2012 to 12/31/2013
5000086	COUNTRYSIDE MOBILEHOME ESTATES - ADULT P	C	01002	.0120		FL	07/09/2012	07/01/2012 to 09/30/2012
5000195	SWANSON FARMS	P	01002	.0110		FL	03/11/2013	04/01/2013 to 06/30/2013
5000195	SWANSON FARMS	P	01002	.0110		FL	03/11/2013	01/01/2013 to 03/31/2013
5000195	SWANSON FARMS	P	01002	.0110		FL	03/11/2013	10/01/2012 to 12/31/2012
5000195	SWANSON FARMS	P	01002	.0110		FL	03/11/2013	07/01/2012 to 09/30/2012

5000195	SWANSON FARMS	P	01002	.0110		IA	08/28/2009	10/01/2012 to 12/31/2012
5000195	SWANSON FARMS	P	01002	.0110		IA	08/28/2009	07/01/2012 to 09/30/2012
5000217	FAITH HOME TEEN RANCH	C	71850	48.00		IA	09/30/2009	07/01/2012 to 09/30/2012
5000218	COUNTRY VILLA APTS	C	01002	.0220		IA	08/27/2009	01/01/2013 to 03/31/2013
5000218	COUNTRY VILLA APTS	C	01002	.0220		IA	08/27/2009	10/01/2012 to 12/31/2012
5000218	COUNTRY VILLA APTS	C	01002	.0210		IA	08/27/2009	07/01/2012 to 09/30/2012
5000273	GRATTON SCHOOL	P	01002	.0130		FL	03/17/2010	04/01/2013 to 06/30/2013
5000273	GRATTON SCHOOL	P	01002	.0140		FL	03/17/2010	01/01/2013 to 03/31/2013
5000273	GRATTON SCHOOL	P	01002	.0140		FL	03/17/2010	10/01/2012 to 12/31/2012
5000273	GRATTON SCHOOL	P	01002	.0140		FL	03/17/2010	07/01/2012 to 09/30/2012
5000297	BUEHNER HOUSES	C	01002	.0110		FL	05/01/2013	01/01/2013 to 03/31/2013
5000389	MONTEREY PARK TRACT COMMUNITY SERVICE DI	C	01002	.0350		FL	09/20/2010	10/01/2012 to 12/31/2012
5000389	MONTEREY PARK TRACT COMMUNITY SERVICE DI	C	71850	47.90		FL	09/20/2010	01/01/2013 to 03/31/2013
5000389	MONTEREY PARK	C	01002	.0360		FL	09/20/2010	01/01/2013 to

	TRACT COMMUNITY SERVICE DI								03/31/2013
5000389	MONTEREY PARK TRACT COMMUNITY SERVICE DI	C	71850	48.90		FL	09/20/2010		10/01/2012 to 12/31/2012
5000389	MONTEREY PARK TRACT COMMUNITY SERVICE DI	C	01002	.0360		FL	09/20/2010		07/01/2012 to 09/30/2012
5000426	LIBERTY BAPTIST CHURCH	N	71850	48.70		IA	09/19/2012		01/01/2013 to 03/31/2013
5000426	LIBERTY BAPTIST CHURCH	N	71850	54.60		IA	09/19/2012		10/01/2012 to 12/31/2012
5000426	LIBERTY BAPTIST CHURCH	N	71850	.0000		IA	09/19/2012		09/01/2012 to 09/30/2012
5000465	DUARTE NURSERY INC WATER SYSTEM	P	01002	.0170		IA	08/26/2009		01/01/2013 to 03/31/2013
5000465	DUARTE NURSERY INC WATER SYSTEM	P	01002	.0170		IA	08/26/2009		01/01/2013 to 03/31/2013
5000465	DUARTE NURSERY INC WATER SYSTEM	P	01002	.0180		IA	08/26/2009		10/01/2012 to 12/31/2012
5000465	DUARTE NURSERY INC WATER SYSTEM	P	01002	.0180		IA	08/26/2009		10/01/2012 to 12/31/2012
5000465	DUARTE NURSERY INC WATER SYSTEM	P	01002	.0170		IA	08/26/2009		07/01/2012 to 09/30/2012
5000465	DUARTE NURSERY INC WATER SYSTEM	P	01002	.0170		IA	08/26/2009		07/01/2012 to 09/30/2012
5000484	UNITED PALLET SERVICES INC WATER SYSTEM	P	01002	.0130		FL	03/18/2013		01/01/2013 to 03/31/2013

5000484	UNITED PALLET SERVICES INC WATER SYSTEM	P	01002	.0130		FL	03/18/2013	10/01/2012 to 12/31/2012
5000484	UNITED PALLET SERVICES INC WATER SYSTEM	P	01002	.0140		FL	03/18/2013	07/01/2012 to 09/30/2012
5000484	UNITED PALLET SERVICES INC WATER SYSTEM	P	01002	.0130		IA	08/26/2009	10/01/2012 to 12/31/2012
5000484	UNITED PALLET SERVICES INC WATER SYSTEM	P	01002	.0140		IA	08/26/2009	07/01/2012 to 09/30/2012
5000499	RATTO BROS	P	71850	49.00		IA	08/23/2012	10/01/2012 to 12/31/2012
5000499	RATTO BROS	P	71850	46.00		IA	08/23/2012	01/13/2013 to 03/31/2013
5000499	RATTO BROS	P	71850	.0000		IA	08/23/2012	07/01/2012 to 09/30/2012
5000501	RIVER OAKS/KINGDOM HALL	N	71850	46.90		IA	10/12/2012	07/01/2012 to 09/30/2012
5000530	FRAZIER NUT FARMS, INC.	P	71850	49.60		IA	11/29/2011	04/01/2013 to 06/30/2013
5000530	FRAZIER NUT FARMS, INC.	P	71850	63.00		IA	11/29/2011	01/01/2013 to 03/31/2013
5000530	FRAZIER NUT FARMS, INC.	P	71850	63.00		IA	11/29/2011	10/01/2012 to 12/31/2012
5000530	FRAZIER NUT FARMS, INC.	P	71850	52.40		IA	11/29/2011	07/01/2012 to 09/30/2012

5000555	PIRANHA PRODUCE	P	01002	.0120		FL	03/18/2013	01/01/2013 to 03/31/2013
5000555	PIRANHA PRODUCE	P	01002	.0120		FL	03/18/2013	10/01/2012 to 12/31/2012
5000555	PIRANHA PRODUCE	P	01002	.0120		FL	03/18/2013	07/01/2012 to 09/30/2012
5000555	PIRANHA PRODUCE	P	01002	.0120		IA	08/21/2009	10/01/2012 to 12/31/2012
5000555	PIRANHA PRODUCE	P	01002	.0120		IA	08/21/2009	07/01/2012 to 09/30/2012
5000570	VALLEY PETERBILT	P	01002	.0120		FL	09/21/2010	10/01/2012 to 12/31/2012
5000570	VALLEY PETERBILT	P	01002	.0120		FL	09/21/2010	01/01/2013 to 03/31/2013
5000570	VALLEY PETERBILT	P	01002	.0110		FL	09/21/2010	07/01/2012 to 09/30/2012

1-C=Community, P=Non-transient Non-community, or N=Transient Non-community

2-IA=Notice of Violation(s) or FL=Citation or Compliance Order

3-Under the EPA's Enforcement Response Policy and Enforcement Targeting Tool (ERP-ETT), water systems' violations are evaluated using a weighed points system. Each violation is assigned a number of points based on the assigned threat to public health, where priority is given to acute health based violations. (Acute health-based violations are worth 10 points, other health-based violations and Total Coliform Rule repeat monitoring violations are worth 5 points, nitrate monitoring and reporting violations are worth 5 points, and other monitoring and reporting and any other violations are worth 1 point.) Systems that are checked above have greater than or equal to 11 points, are designated as "priority systems", and have appeared on the ETT during the fiscal year.

THE LPA IS IN COMPLIANCE WITH APPENDIX F REQUIREMENTS:

X YES

NO

Appendix G: Program Management/Work Plans - CCR Title 22, Section 64259 through 64260

The LPA is under the Stanislaus County Environmental Resources/Environmental Health Department and is responsible for the management of the County's small public water system regulatory program. The SWSP is administered by the Director of Environmental Resources, Ms. Jaime Aggers; Ms. Janis Mein, Ms. Rachel Weiss; Mr. Denny Vang; Ms. Mary Joanne Freitas; and Ms. Annette Arias. The county's SWSP is funded by fees generated by the SWSP. Table 17 lists the various fees that Stanislaus County Environmental Health charges to the PWSs.

Table 17: Stanislaus County SWSP Fees for FY 2012-2013

Fee Description	Current Fee
Water System Technical, Managerial and Financial Review	WLR*(3 hr. min)
Water System Permit Issuance	WLR*(2 hr. min)
Permit Amendment	WLR*(5 hr. min)
Community Single Source No Treatment (1A)	\$900.00
Community Single Source No Treatment Incentive Program "A" (1AA)	\$650.00
Community Single Source No Treatment Incentive Program "B" (1AB)	\$750.00
Community Single Source Treatment	\$1,000.00
Community Single Source Treatment Incentive Program "A" (1BA)	\$750.00
Community Single Source Treatment Incentive Program "B" (1BB)	\$850.00
Community Multiple Source No Treatment (1C)	\$1,200.00
Community Multiple Source No Treatment Incentive Program "A" (1CA)	\$950.00
Community Multiple Source No Treatment Incentive Program "B" (1CB)	\$1,050.00
Community Multiple Source Treatment (1D)	\$1,300.00
Community Multiple Source Treatment Incentive Program "A" (1DA)	\$1,050.00
Community Multiple Source Treatment Incentive Program "B" (1DB)	\$1,150.00
Non-transient non-community Single Source No Treatment (2A)	\$850.00
Non-transient non-community Single Source No Treatment Incentive Program "A" (2AA)	\$600.00
Non-transient non-community Single Source No Treatment Incentive Program "B" (2AB)	\$700.00
Non-transient non-community Single Source Treatment (2B)	\$950.00
Non-transient non-community Single Source Treatment Incentive Program "A" (2BA)	\$700.00
Non-transient non-community Single Source Treatment Incentive Program "B" (2BB)	\$800.00
Non-transient non-community Multiple Source No Treatment (2C)	\$1,150.00
Non-transient non-community Multiple Source No Treatment Incentive Program "A" (2CA)	\$900.00
Non-transient non-community Multiple Source No Treatment Incentive Program "B" (2CB)	\$1,000.00

Non-transient non-community Multiple Source Treatment (2D)	\$1,250.00
Non-transient non-community Multiple Source Treatment Incentive Program "A" (2DA)	\$1,000.00
Non-transient non-community Multiple Source Treatment Incentive Program "B" (2DB)	\$1,100.00
Transient non-community Single Source No Treatment (3A)	\$750.00
Transient non-community Single Source No Treatment Incentive Program "A" (3AA)	\$500.00
Transient non-community Single Source No Treatment Incentive Program "B" (3AB)	\$600.00
Transient non-community Single Source Treatment (3B)	\$850.00
Transient non-community Single Source Treatment Incentive Program "A" (3BA)	\$600.00
Transient non-community Single Source Treatment Incentive Program "B" (3BB)	\$700.00
Transient non-community Multiple Source No Treatment (3C)	\$1,050.00
Transient non-community Multiple Source No Treatment Incentive Program "A" (3CA)	\$800.00
Transient non-community Multiple Source No Treatment Incentive Program "B" (3CB)	\$900.00
Transient non-community Multiple Source Treatment (3D)	\$1,150.00
Transient non-community Multiple Source Treatment Incentive Program "A" (3DA)	\$900.00
Transient non-community Multiple Source Treatment Incentive Program "B" (3DB)	\$1,000.00
State Small Single Source No Treatment (4A)	\$550.00
State Small Single Source No Treatment Incentive Program "A" (4AA)	\$300.00
State Small Single Source No Treatment Incentive Program "B" (4AB)	\$400.00
State Small Single Source Treatment (4B)	\$750.00
State Small Single Source Treatment Incentive Program "A" (4BA)	\$500.00
State Small Single Source Treatment Incentive Program "B" (4BB)	\$600.00
Water Samples	\$110.00
Well Destruction	\$310.00
Well Destruction without a permit	\$518.00
Concurrent Well Installation and Well Destruction – One Inspection Only	\$578.00
Well Call-Back	WLR
Well Permits Public	\$578.00
Well Modification Public	\$444.00
Well Installation Without a Valid Permit	\$707.00
Dry Well Permit	\$222.00
Dry Well Permit, 2 or more, Installed concurrently, Same Property	WLR (3 hr. min)
Dry Well Destruction	\$370.00
Dry Well Destruction, 2 or more, Destroyed Concurrently, Same Property	WLR (3 hr. min)
Consultation	WLR*
Food Code Water System Level 1	\$308.00
Food Code Water System Level 2	\$206.00
Enforcement	WLR (6 hr. min)

Public Water System Violation	WLR (2 hr. min)
Variance/Exemption/Waiver	WLR
Plan Review	WLR
Maximum Contaminant Level Violations	WLR (1 hr. min)
Justified Complaint	WLR (1 hr. min)
*WLR is \$95.00	

File Maintenance

CCR Title 22, Section 64259 states that each LPA shall establish and maintain an individual file for each small PWS which includes the following information:

- Current water supply permit and technical report.
- Permit applications, permit technical reports, and all technical reports supporting the water supply permits for a minimum of 10 years.
- Current plans and specifications pertaining to source information, treatment information, storage facilities, distribution plans, water quality plans, total coliform sample siting plans, and emergency plans.
- Copies of bacteriological water quality analyses for a minimum of 5 years.
- Copies of water quality monitoring data for a minimum of 10 years.
- Correspondence, memoranda, and other written records pertaining to the water system issued or written within the past 3 years.
- Copies of all compliance orders, citations, court actions, and other enforcement documentation issued.

Stanislaus County maintains their files by hard-copy and electronically.

Work Plans

CCR Title 22, Section 64260 requires LPAs to submit proposed annual work plans to CDPH no later than May 1 of each year for the fiscal year commencing July 1 of that year. The work plan outlines the proposed activities that include the following:

- Listing goals and objectives
- Maintaining water system inventory and files
- Issuing water supply permits
- Conducting inspections/sanitary surveys
- Monitoring water quality data
- Submitting various reports to CDPH
- Issuing enforcement actions
- Maintaining and submitting data to CDPH

The LPA submitted a work plan for FY 2012-2013.

THE LPA IS IN COMPLIANCE WITH APPENDIX G REQUIREMENTS:

X YES

NO

Appendix H: LPA Water System Inventory

Community Water Systems (C)			
PWS Number	Water System Name	Population	Number of Service Connections
5000005	CROWS LANDING COMM SVC DISTRICT	500	138
5000008	KNIGHTS FERRY COMM. SVC. DIST.	85	62
5000010	TID/ LA GRANGE WATER SYSTEM	120	77
5000013	OID #45 - LOUIS MEYER	129	37
5000014	OID #46 - SUNSET OAKS	269	77
5000015	OID #22 - WILLIAMS TRACT	150	53
5000016	OID #41 - MOUNTAIN VIEW	147	42
5000017	PARK HEIGHTS MUTUAL WATER CO	250	95
5000019	RIVERDALE PARK TRACT COMMUNITY SERVICES	300	137
5000033	COBLES CORNER	50	20
5000048	LAZY B MOBILEHOME PARK	125	49
5000049	LONE PINE MOBILEHOME PARK	64	32
5000051	MOBILE PLAZA PARK	125	50
5000054	MORNINGSIDE MOBILEHOME PARK	67	49
5000055	OLIVE LANE MOBILEHOME PARK	153	51
5000057	PATIO VILLAGE MOBILEHOME PARK	75	49
5000058	FISHERMAN S BEND MHP (water system)	80	87
5000060	CASA DE AMIGOS MOBILE HOME PARK	220	73
5000061	MARTIN S MOBILE HOME COURT	60	20
5000066	MODESTO MOBILE HOME PARK, LLC	200	150
5000067	TULLY MOBILE ESTATES	40	15
5000071	TWIN CYPRESS MOBILEHOME PARK	112	45
5000072	MULBERRY MHP	49	42
5000077	CERES WEST MHP	161	46
5000080	COUNTRY WESTERN MOBILE HOME PARK	120	60
5000082	4N MOBILEHOME PARK	165	35
5000085	GREEN RUN MOBILE ESTATES	100	46
5000086	COUNTRYSIDE MOBILEHOME ESTATES - ADULT P	60	44
5000090	PINEWOOD MEADOWS MHP	500	176
5000092	OID #49 - GILBERT	37	12
5000095	SUNRISE VILLAGE MHP	339	103
5000099	DEL RIO EAST HOA WATER SYSTEM	110	55
5000167	STAN CNTY HONOR FARM WATER SYSTEM/LAIRD	300	7
5000217	FAITH HOME TEEN RANCH	50	7
5000218	COUNTRY VILLA APTS	30	23
5000237	NORTH OAKS MUTUAL WATER CO	183	61
5000263	OASIS INVESTMENTS	75	31
5000271	BUEHNER WATER SYSTEM - WEBER COMPLEX	100	35
5000297	BUEHNER HOUSES	25	13
5000313	BUEHNER WATER SYSTEM	150	50

Community Water Systems (C)			
PWS Number	Water System Name	Population	Number of Service Connections
5000317	OID #51 - SUNSET OAKS #10	287	82
5000389	MONTEREY PARK TRACT COMMUNITY SERVICE DI	186	50
5000408	WESTLEY CSD	70	35
5000579	FOSTER FARMS #5	26	10
Total Number of Community Water Systems			44

Nontransient Noncommunity Water Systems (P)			
PWS Number	Water System Name	Population	Number of Service Connections
5000101	CHATOM SCHOOL (EH)	500	6
5000109	CERES UNIFIED/WESTPORT SCHOOL	100	1
5000116	ROSELAWN HIGH SCHOOL	223	5
5000117	LAKESWOOD MEMORIAL PARK & FUNERAL HOME	26	5
5000132	VALLEY HOME SCHOOL TEXAS	26	1
5000133	HART- RANSOM UNION SCHOOL & DISTRICT	650	9
5000141	LIBITZKY PROPERTY MANAGEMENT CORP.	125	15
5000155	ROBERTS FERRY SCHOOL CAFETERIA	100	2
5000179	SCONZA CANDY COMPANY	650	1
5000189	NMIP FIRE & WATER SYSTEM, LLC	300	24
5000195	SWANSON FARMS	25	1
5000202	JOE S TRAVEL PLAZA (EH)	26	4
5000249	STANISLAUS UNION SCHOOL & DISTRICT LOCAT	39	1
5000255	MOUNTAIN VIEW ELEMENTARY SCHOOL	364	8
5000273	GRATTON SCHOOL	110	2
5000274	PARADISE SCHOOL	152	2
5000277	VALLEY HOME SCHOOL PIONEER	26	1
5000286	BRONCO WINERY	200	6
5000295	SHILOH SCHOOL DISTRICT	105	7
5000308	B & H MANUFACTURING	90	1
5000335	BRETHREN HERITAGE SCHOOL, INC	25	2
5000372	STORER TRANSPORTATION	40	5
5000384	A & M INDUSTRIES INC	142	25
5000404	WOOD COLONY CHRISTIAN SCHOOL	90	2
5000427	COVANTA STANISLAUS WASTE ENERGY FACILITY	25	6
5000440	RAINBOW FARMS	30	7
5000442	VALLEY DISTRIBUTORS, INC.	50	1
5000454	PURINA MILLS INC	25	1
5000465	DUARTE NURSERY INC WATER SYSTEM	75	7
5000470	HUGHSON NUT COMPANY WATER SYSTEM	120	1
5000473	EXCELL CENTER	25	3
5000474	STRATOS WAY WATER COMPANY, INC	135	5

Nontransient Noncommunity Water Systems (P)			
PWS Number	Water System Name	Population	Number of Service Connections
5000478	VSP PRODUCTS, INC	30	5
5000481	FOSTER FARMS-ELLENWOOD HATCHERY	40	2
5000484	UNITED PALLET SERVICES INC WATER SYSTEM	45	5
5000494	HYPOWER HYDRAULICS	30	1
5000498	PATCHETTS FORD MERCURY	35	1
5000499	RATTO BROS	100	2
5000517	KIERNAN/MCHENRY WATER COMPANY, INC	25	2
5000527	CALIFORNIA NUT COMPANY	30	2
5000529	SUNRISE ROCK & REDI-MIX	25	1
5000530	FRAZIER NUT FARMS, INC.	40	7
5000548	MONTPELIER ORCHARDS (WATER)	25	2
5000552	KIERNAN BUSINESS CENTER	120	1
5000554	HUGHSON NUT #2	25	3
5000555	PIRANHA PRODUCE	26	2
5000563	ELKS LODGE 1282	25	1
5000568	GREGORI HIGH SCHOOL	25	1
5000570	VALLEY PETERBILT	25	2
5000573	5033 PENTECOST	302	2
5000574	EASTIN	26	10
5000580	GROVER LANDSCAPE WATER SYSTEM	26	2
5000581	PIONEER EQUINE HOSPITAL WATER SYSTEM	25	1
5000584	MESA ELEMENTARY SCHOOL	860	5
5000588	AT&T WATER SYSTEM	80	2
5000590	CEBRO FROZEN FOODS (EH)	25	1
5000565	STERLING INDUSTRIAL	35	30
Total Number of Nontransient Noncommunity Water Systems			57

Transient Noncommunity Water Systems (N)			
PWS Number	Water System Name	Population	Number of Service Connections
5000041	MAZE BLVD MOBILEHOME PARK	90	40
5000076	CATFISH CAMP	26	18
5000091	OAKDALE GOLF & COUNTRY CLUB (EH)	25	2
5000098	BAUCUM S COURT	25	13
5000110	FEE WATER SYSTEM	25	12
5000129	EL REMATITO MARKETPLACE	100	1
5000136	LOG CABIN	26	1
5000138	EL RINCON & YOSEMITE HACIENDA MARKET	25	2
5000154	THE FRUIT YARD RESTAURANT	75	4
5000158	FILBIN LAND & CATTLE CO	26	2

Transient Noncommunity Water Systems (N)			
PWS Number	Water System Name	Population	Number of Service Connections
5000164	MODESTO RESERVOIR	25	1
5000165	WOODWARD RESERVOIR WATER SYSTEM	26	1
5000166	FOX GROVE FISHING ACCESS	26	1
5000175	SHIVELY S BAR & GRILL	26	1
5000177	SHADY LAWN FARM (SUMMER CAMP)	150	4
5000213	HAMLET MOTEL	26	15
5000238	SUN DRY PRODUCTS-WATER	26	4
5000239	LA GRANGE PARK-OHV	26	3
5000243	FRANK RAINES PARK OHV	26	2
5000258	FARMER S CATFISH HOUSE	26	1
5000272	CITY OF OAKDALE -KERR PARK	26	4
5000284	RAINBOW FIELDS	25	1
5000290	SMART STOP FOOD MART (EH)	26	1
5000298	ORANGE BLOSSOM RECREATION AREA	26	7
5000307	KINGDOM HALL JEHOVAH WITNESS #1923	26	1
5000323	ALMOND TREE	26	2
5000332	VFW POST 5059 WATER SYSTEM	26	2
5000346	NINO S PLACE WATER SYSTEM	25	1
5000347	BECKLEY LYONS WATER SYSTEM	26	1
5000352	VFW POST 3199	26	2
5000368	MABLE AVE BAPTIST CHURCH	50	1
5000382	FARMERS DEN /MARKET	26	2
5000383	DICK S	26	1
5000390	COLLINS ROAD MARKET	26	1
5000395	BASSO BRIDGE FISHING/BOATING ACCESS	26	2
5000400	GRIZZLY ROCK CAFÉ	199	1
5000401	KNIGHTS FERRY RECREATION AREA	26	1
5000402	OUR LADY OF ASSUMPTION CHURCH	26	1
5000409	SHILOH-PARADISE BASEBALL FOR YOUTH	26	1
5000414	FULL GOSPEL ASSEMBLY	25	6
5000426	LIBERTY BAPTIST CHURCH	65	2
5000439	GOLDEN ARCO	26	1
5000443	TRIANGLE TRUCK STOP	25	2
5000446	WHISKEY RIVER SALOON	26	2
5000447	RIVER ROAD PLAZA WATER SYSTEM	25	6
5000462	BEST WESTERN-ORCHARD INN	26	1
5000467	RAM NAAM MANDALI CHURCH OF MODESTO	250	1
5000480	NEW HOPE CHURCH OF THE NAZARENE	70	1
5000482	CHEMURGIC AGRICULTURAL CHEMICALS, INC.	25	7
5000483	RIVER OAK GRACE-WATER SYSTEM	500	4
5000486	ROBERTS FERRY NUT CO, INC (WS)	25	3
5000487	J & J FARM FRESH PRODUCE & BAKERY	25	1

Transient Noncommunity Water Systems (N)			
PWS Number	Water System Name	Population	Number of Service Connections
5000490	MOUNTAIN VIEW CHATOM RECREATION	25	4
5000493	JEHOVAH S WITNESS SIERRA VISTA CONG	500	3
5000500	KINGDOM HALL JEHOVAH WITNESS	100	1
5000501	RIVER OAKS/KINGDOM HALL	300	1
5000502	RESENDIZ FRUIT BARN	25	4
5000503	OAKDALE CHEESE & SPECIALTIES	25	1
5000505	COUNTRY STORE WATER SYSTEM	25	2
5000507	GURUDWARA GURU NANAK SAHIB	109	1
5000509	BURCHELL NURSERY	25	5
5000512	SIKH TEMPLE MODESTO-CERES	97	2
5000516	LIVING FAITH COMMUNITY CHURCH	25	6
5000525	OASIS MARKET	25	1
5000532	GRACE COMMUNITY CHRISTIAN CHURCH	160	2
5000536	SHELTON WATER SYSTEM	25	1
5000538	MODESTO CHRISTIAN CENTER (WATERSYSTEM)	25	1
5000547	KEYES 76 (WATER SYSTEM)	25	2
5000551	BEL PASSI BASEBALL	25	1
5000561	MCHENRY GOLF CENTER	25	1
5000562	LOS INDIOS/BRUNO WATER SYSTEM	25	4
5000571	WATERFORD SPORTSMEN S CLUB	25	40
5000577	ASHWANI SHARMA	25	2
5000578	TURLOCK SPORTSMAN S CLUB	26	3
5000582	JOE S FOOD MART WATER SYSTEM	26	1
5000583	SALIDA HULLING ASSOCIATION WATER SYSTEM	25	3
5000585	FISHER NUT	25	2
5000586	CALIFORNIA TRANSPLANTS LLC	25	1
Total Number of Transient Noncommunity Water Systems		78	

Appendix I: CDPH Infrastructure Financing Programs

CDPH has several funding programs to assist small PWSs with improvements to bring the systems into compliance with State and federal regulations. The LPA forwards information relating to State funding programs to all water systems that have significant deficiencies. The information includes a pre-application for funding and the deadline for its submittal to the State. The LPA assists CDPH in evaluating proposed projects for the systems requesting funding under the various programs.

Table 18 lists water systems under the Stanislaus County LPA regulatory jurisdiction that submitted a pre-application and subsequently were placed on a priority project list and invited to apply for funding in one of CDPH's 3 funding programs: Proposition 50, Proposition 84, and the State Revolving Fund (SRF) in FY 2012-2013. Also included are PWSs that are in the process of receiving a funding agreement in one of these 3 funding programs.

The California Rural Water Association (CRWA), Rural Community Assistance Corporation (RCAC), and Self-Help Assistance (SHE) are continuing to provide technical assistance to the small PWSs in Stanislaus County to complete the Drinking Water SRF applications and the mandatory elements of TMF. CRWA also provides technical assistance for completion of TMF capacity criteria for water systems changing ownership or those needing help or training on specific operational issues.

Table 18: Water Systems Currently Seeking CDPH Funding

PWS Number	System Name	Funding Program	Project No.	Problem	Project Status/Comments
5000389	Monterey Park Tract CSD	<input checked="" type="checkbox"/> SRF <input type="checkbox"/> Prop50 <input checked="" type="checkbox"/> Prop84	P84 5000389-002C	Nitrate/arsenic	Construction (LOC issued 4/27/2012)-applied for interim emergency funding (P84) – Consolidating with City of Ceres
5000080	Country Western MHP	<input checked="" type="checkbox"/> SRF <input type="checkbox"/> Prop50 <input type="checkbox"/> Prop84	5000080-001P	Arsenic	SRF Planning FA executed Octoer 2011. System did not perform planning activities under the planning FA – FA revoked
5000033	Cobles Corner	<input checked="" type="checkbox"/> SRF <input type="checkbox"/> Prop50 <input type="checkbox"/> Prop84	5000033-001P	Arsenic	Privately owned – SRF loan appears to be unaffordable looking for public consolidation option – Possible design/build project with City of Hughson

5000051	Mobile Plaza Park	<input checked="" type="checkbox"/> SRF <input type="checkbox"/> Prop50 <input type="checkbox"/> Prop84	5000051-001P	Arsenic	Submitted SRF planning application 10/10/2012 – application review underway – Regional consolidation project with Keyes CSD
5000086	Countryside Mobile Home Estates – Adult P	<input checked="" type="checkbox"/> SRF <input type="checkbox"/> Prop50 <input type="checkbox"/> Prop84	5000086-002P	Arsenic	Cannot afford loan – consolidation may be the only option – having trouble finding a willing consolidation partner – Possible regional consolidation project with Keyes CSD
5000217	Faith Home Teen Ranch	<input checked="" type="checkbox"/> SRF <input type="checkbox"/> Prop50 <input type="checkbox"/> Prop84	5000217-002P	Nitrate	SRF planning application submitted March 2013 – review underway – Possible regional consolidation project with Keyes CSD
5000077	Ceres West MHP	<input checked="" type="checkbox"/> SRF <input type="checkbox"/> Prop50 <input type="checkbox"/> Prop84	5000077-001P	Arsenic	SRF planning application submitted April 2013 – Application deemed incomplete – follow-up in August 2013 – Possible design/build project with City of Ceres
5000085	Green Run Mobile Estates	<input checked="" type="checkbox"/> SRF <input type="checkbox"/> Prop50 <input type="checkbox"/> Prop84		Arsenic	Non-responsive to SRF invites - close to Keyes CSD and Turlock – Office hearing was held in August 2013. Possible regional consolidation project with Keyes CSD.
5000218	Country Villa Apartments	<input checked="" type="checkbox"/> SRF <input type="checkbox"/> Prop50 <input type="checkbox"/> Prop84			Non-responsive to SRF invites – plan to apply for next round of SRF.
5000273	Gratton School	<input type="checkbox"/> SRF <input type="checkbox"/> Prop50 <input checked="" type="checkbox"/> Prop84	P84 5000273-002P	Arsenic	Planning project – test well completed and engineer is evaluating alternatives – Planning project should be complete in May 2014

Appendix J: CDPH Small Water System Program Plan

CDPH has developed a Small Water System Goal targeted to bring small community systems into sustainable compliance with primary drinking water standards. CDPH has developed an implementation plan that defines specific tasks to achieve the goal as well as measureable results of progress. The implementation plan includes the use of CDPH staff and coordination with LPA drinking water programs, technical assistance providers, and stakeholders to accomplish its goal. This comprehensive approach will address the specific violations and reduce the number of primary drinking water standard violations in California.

The Small Water System Program Plan Goal consists of a bringing approximately 63 of these systems back into compliance. Achieving this goal will bring the compliance rate of small water systems in the state from the present 92% to 95%, matching that of large community water systems. CDPH will focus internal efforts and third party provider services toward these listed systems in order to bring them into compliance. The intent is to direct attention and resources to these systems to help them secure funding that will solve their problems and to develop their TMF capacity to a level that will ensure sustainability into the future. The Program Plan tracks the progress of **183** community water systems that have between 15 and 999 service connections that are on the list. You can find information below related to the implementation and progress of the Small Water Systems Program Plan.

Table 19 lists water systems under the Stanislaus County LPA regulatory jurisdiction that are on the Program Plan list and what their status is to meet their milestones in returning to compliance with the primary drinking water standards. The County has a total of nine water systems on the Small Water Systems Program Plan. Of the nine water systems identified, all but four are on track to return to compliance by consolidating with a larger utility. SRF Funding has been deemed to be unaffordable by Cobles Corner (System No. 5000033) and Country Western Mobile Home Park (System No. 5000077). Green Run Mobile Estates (System No. 5000085) and Country Villa Apartments (System No. 5000218) have not responded to SRF invitations. The County should continue to make sure that these four systems are actively working towards returning to compliance either using private funds or by using SRF funds for their projects.

Table 19: Water Systems Listed on the Small Water System Program Plan

PWS Number	System Name	Funding Program	Problem	Return to Compliance Status
5000389	Monterey Park Tract CSD	<input type="checkbox"/> SRF <input type="checkbox"/> Prop50 <input checked="" type="checkbox"/> Prop84	Nitrate/ Arsenic	Construction (LOC issued 4/27/2012)- applied for interim emergency funding (P84) – Consolidating with City of Ceres
5000033	Cobles Corner	<input checked="" type="checkbox"/> SRF <input type="checkbox"/> Prop50 <input type="checkbox"/> Prop84	Arsenic	Privately owned – SRF loan appears to be unaffordable looking for public consolidation option – Possible design/build project with City of Hughson

5000051	Mobile Plaza Park	<input checked="" type="checkbox"/> SRF <input type="checkbox"/> Prop50 <input type="checkbox"/> Prop84	Arsenic	Submitted SRF planning application 10/10/2012 – application review underway – Regional consolidation project with Keyes CSD
5000086	Countryside Mobile Home Estates – Adult P	<input checked="" type="checkbox"/> SRF <input type="checkbox"/> Prop50 <input type="checkbox"/> Prop84	Arsenic	Cannot afford loan – consolidation may be the only option – having trouble finding a willing consolidation partner – Possible regional consolidation project with Keyes CSD
5000217	Faith Home Teen Ranch	<input checked="" type="checkbox"/> SRF <input type="checkbox"/> Prop50 <input type="checkbox"/> Prop84	Arsenic	SRF planning application submitted March 2013 – review underway – Possible regional consolidation project with Keyes CSD
5000077	Ceres West Mobile Home Park	<input checked="" type="checkbox"/> SRF <input type="checkbox"/> Prop50 <input type="checkbox"/> Prop84	Arsenic	SRF planning application submitted April 2013 – Application deemed incomplete – follow-up in August 2013 – Possible design/build project with City of Ceres
5000080	Country Western Mobile Home Park	<input checked="" type="checkbox"/> SRF <input type="checkbox"/> Prop50 <input type="checkbox"/> Prop84	Arsenic	SRF Planning FA executed October 2011. System did not perform planning activities under the planning FA – FA revoked
5000085	Green Run Mobile Estates	<input checked="" type="checkbox"/> SRF <input type="checkbox"/> Prop50 <input type="checkbox"/> Prop84	Arsenic	Non-responsive to SRF invites - close to Keyes CSD and Turlock – Office hearing was held in August 2013. Possible regional consolidation project with Keyes CSD.
5000218	Country Villa Apartments	<input checked="" type="checkbox"/> SRF <input type="checkbox"/> Prop50 <input type="checkbox"/> Prop84	Arsenic	Non-responsive to SRF invites – plan to apply for next round of SRF.

APPENDIX K: WATER SYSTEMS EXCEEDING A PRIMARY MCL(S) AND PROVIDING TREATMENT

PWS Number	System Name	PWS Classification*	MCL(s) Exceeding	Treatment Type Provided
5000067	Tully Mobile Estates	CWS	DBCP	Organic Removal by Granular Activated Carbon
5000109	Ceres Unified/West Port School	NTNC	Nitrates/Uranium	Ion Exchange
5000116	Roselawn High School	NTNC	Nitrates	Ion Exchange
5000243	Frank Raines	TNC	Bacteriological – GWUDI	SWTP and Chlorination
5000286	Bronco Winery	NTNC	Nitrates/DBCP	Reverse Osmosis and GAC
5000473	Excell Center	NTNC	DBCP	Organic Removal by Granular Activated Carbon

*C=Community, P=Non-transient Non-community, or N=Transient Non-community