



**Participation Agreement Between
Ventura County Agricultural Irrigated Lands Group
and
Agricultural Landowner/Grower
For Enrollment in the VCAILG Discharger Group
To Comply with the Terms of the Conditional Waiver for Irrigated Agricultural Lands**

This Agreement is entered into and effective on this ____ day of _____ 20____, by and between _____ and Ventura County Agricultural Irrigated Lands Group (VCAILG). For the purposes of this Agreement, "VCAILG" means Ventura County Agricultural Irrigated Lands Group and its designees; and "Participant" means I, _____, the undersigned. By signing this Agreement as specified below, the Participant agrees to all of the provisions contained herein.

Section I. Recitals

- A. On April 14, 2016, the Los Angeles Regional Water Quality Control Board (Regional Board) adopted a *Conditional Waiver of Waste Discharge Requirements for Discharges from Irrigated Lands within the Los Angeles Region* (Conditional Waiver). The Conditional Waiver adopted on that date (Order No. R4-2016-0143) replaces the Conditional Waiver adopted by the Regional Board on Oct. 7, 2010 (Order No. R4-2010-0186).
- B. The goal of the Conditional Waiver program is to monitor the impact of stormwater and irrigation tailwater discharges from irrigated agricultural land and to mitigate those impacts as necessary to attain water quality objectives.
- C. The Conditional Waiver allows owners or operators of irrigated lands to comply with its conditions by participating in a discharger group that submits a Notice of Intent (NOI), conducts monitoring, submits annual monitoring reports, and develops and implements Water Quality Management Plans (WQMP), if necessary. Based on the results of the conducted monitoring, source investigations may be required, and VCAILG will develop the work plan and carry out the investigations in concert with participants and submit a concluding source investigation report. Additionally, the discharger group will submit a Groundwater Quality Trend Monitoring Plan and complete a Groundwater Management Practice Evaluation Plan, providing the results of the evaluation plan as required.

D. VCAILG was formed in March 2006 to serve as such a discharger group to help agricultural landowners and growers in Ventura County improve water quality and comply with the Conditional Waiver.

F. VCAILG is an unincorporated organization administered by the Farm Bureau of Ventura County (FBVC). Membership in FBVC, or any other agricultural organization, is not required for participation in VCAILG.

G. VCAILG is managed by FBVC, with guidance from a steering committee comprising growers, water agency representatives, landowners, agricultural organizations and other individuals that represent a cross-section of Ventura County's geography and agricultural commodities. VCAILG does not intend to duplicate the general activities and efforts of existing agricultural organizations.

H. VCAILG serves solely to help agricultural landowners and operators comply with the Conditional Waiver and with Total Maximum Daily Loads (TMDLs) adopted by the Regional Board and/or the U.S. Environmental Protection Agency (USEPA). VCAILG is not a part or agent of the Regional Board.

I. The Participant understands that enrollment in VCAILG is voluntary, although compliance with the terms of the Conditional Waiver is not.

J. The Participant understands that compliance with the Conditional Waiver may also be attained by acting as an individual and applying directly to the Regional Board.

Section II. Agreements

A. VCAILG agrees to submit an NOI, a Monitoring and Reporting Plan, and a Quality Assurance Project Plan to the Regional Board on behalf of all VCAILG participants by October 14, 2016.

B. VCAILG agrees to implement the Monitoring and Reporting Plan as approved by the Regional Board.

C. VCAILG agrees to submit annual monitoring reports, Water Quality Management Plans (WQMPs) and other required reports on behalf of all VCAILG participants.

D. The Participant agrees to attend annually at least 2 hours of educational training, approved by the Regional Board Executive Officer, about water quality, impairments relating to agriculture, regulatory requirements and management practices that control waste discharges. Annual educational training attendance must be documented and reported by VCAILG to the Regional Board. The Participant understands that failure to attend or report attendance at educational training sessions to VCAILG will also be

reported to the Regional Board, which may initiate enforcement action for violation of the Conditional Waiver.

E. VCAILG will sponsor, organize, document and help coordinate a suitable number of workshops, seminars and other educational activities enabling participants to meet the education requirement. The Participant is responsible for reporting attendance to VCAILG.

F. The Participant agrees to review all outreach materials provided by VCAILG to educate the Participant about water quality problems in the Participant's specific geographical area and the Best Management Practices that are available to address those problems.

G. VCAILG intends to conduct program activities as long as the terms of the Conditional Waiver allow compliance through participation in a discharger group, or until the steering committee and FBVC conclude that VCAILG is no longer needed.

H. The Participant agrees to provide information requested by VCAILG and its consultants in a timely manner so that VCAILG may prepare reports required by the Conditional Waiver. During the Waiver term, this will include completion of three detailed survey/questionnaires to assess management practice location and degree of implementation. The Participant must complete each survey and understands that VCAILG must report to the Regional Board the survey completion status of each participant. The Regional Board may initiate enforcement action for violation of the Conditional Waiver against any participant who does not complete each survey.

I. The Participant agrees to participate in VCAILG in good faith and to work toward improving water quality in Ventura County. This includes implementing specific Best Management Practices to address exceedances of water quality objectives within a time-certain schedule as set forth in each WQMP. As required by the Regional Board, the Participant must report implementation or implementation status of each specified Best Management Practice in each survey/questionnaire. The Participant understands that the Regional Board may bring enforcement actions against participants who fail to implement management practices and upgraded management practices, as specified in each WQMP.

J. To fulfill reporting and study requirements, the Participant agrees to allow VCAILG consultants and staff access to Participant's land for water quality monitoring and related activities.

K. The Participant understands that all information submitted to VCAILG may be used to prepare reports required by the Conditional Waiver and that information submitted to the Regional Board is subject to the provisions of the State's Public Records Act.

L. The Participant agrees to timely pay program assessments as determined by VCAILG in accordance with Section III.

M. The Participant agrees to maintain on site,* for inspection by the Regional Board, proof of participation in and contact information for VCAILG, all regulatory-required pesticide information, the current WQMP, a copy of the current completed survey/questionnaire and a copy of the nutrient management plan, if specified in the WQMP.

*Digital documents and/or access to web-based documents are acceptable.

N. The Participant understands that the Regional Board may, at reasonable hours, inspect Participant's facilities and irrigated agricultural lands to evaluate compliance with the requirements of the Conditional Waiver. To the extent required by law, the inspection shall be made with the consent of the Participant or, if consent is withheld, with a duly issued warrant. In the event of an emergency affecting public health and safety, an inspection may be performed without Participant's consent or the issuance of a warrant. The Participant agrees to provide the phone number(s) and name(s) of the individual(s) with authority to provide consent to access its facilities.

O. Under the terms of the Conditional Waiver, the Participant understands that both owners and operators of irrigated agricultural lands have responsibility for compliance with the Waiver. Many management practices will be operational in nature and under the direct control of the operator, while structural practices (which remain in place through changes in leaseholders) will more likely be the responsibility of the landowner. The Participant understands that in the event that the Regional Board takes enforcement actions, the owner and operator may be held accountable. Landowners and operators may consider delineating these responsibilities in lease agreements; however, both the owner and operator will retain full legal responsibility for complying with all provisions of the Conditional Waiver.

P. The Participant agrees to notify VCAILG within 30 days of any change in participant and parcel status including, but not limited to, landowner, irrigated acreage, crop type, and grower(s) changes.

Section III. Cost Allocations

A. VCAILG has developed a financing mechanism to collect revenue to pay for administration and implementation of program activities required by the Conditional Waiver, which includes requirements associated with TMDLs.

B. VCAILG will apportion costs of water quality sampling, analysis and special studies by watershed and subwatershed, based on the number of monitoring sites and type of activities and studies required in each watershed or subwatershed (including TMDL

specific requirements). These costs vary, and the cost allocation per acre will not be uniform across all watersheds and subwatersheds.

C. Other program costs, including administration, report preparation, data management and analysis, and contract management will be shared equally by all VCAILG participants on a per-acre basis.

D. Subject to authorization by the state, VCAILG will manage collection and payment of annual waiver fees assessed by the State Water Resources Control Board pursuant to Title 23 Section 2200.6 of the California Code of Regulations.

Section IV. Termination from Participation in Discharger Group

A. The Participant understands that the Participant may voluntarily withdraw from VCAILG by completing a Notice of Termination (NOT). The Participant understands that under the provisions of the Conditional Waiver, the signed NOT must be sent directly to the Regional Board. In addition, the Participant agrees to send a copy of the NOT to VCAILG at the address below. The Participant understands that termination from coverage will occur on the date specified in the NOT.

Send to:
Farm Bureau of Ventura County
Attn: VCAILG Program Administrator
P.O. Box 3160
Ventura, CA 93006-7360

B. The Participant understands that failure to participate in VCAILG in good faith, to provide necessary information in a timely manner, to pay cost assessments in a timely manner, and to comply with other terms of this Agreement, is cause for the Participant's termination from VCAILG. If VCAILG determines that a Participant's participation should be terminated, VCAILG is required by the Conditional Waiver to notify the Regional Board of that fact.

C. The Participant understands that VCAILG will include compliance and non-compliance information for individual participants in each Annual Monitoring Report and Water Quality Management Plan submitted to the Regional Board per terms of the Conditional Waiver. These documents are public records.

D. If the reason for possible termination is nonpayment of program assessments, VCAILG agrees to provide Participant with a second and third notice of payment due and will attempt to contact the Participant by telephone to confirm intent to withdraw from VCAILG, before informing the Regional Board of the individual's failure to participate.

E. The Participant understands that withdrawal from VCAILG means that the Participant is no longer complying with the Conditional Waiver through the Discharger Group and must comply with the Conditional Waiver as an individual by applying directly to the Regional Board.

Section V. General Provisions

A. Liability for Compliance. VCAILG is not responsible or liable for determining individual compliance with the terms of the Conditional Waiver or the Water Code in general. VCAILG is responsible only for compiling and conveying information to the Regional Board related to an individual's participation in VCAILG, completion of required surveys, satisfaction of the annual education requirement and implementation of Best Management Practices. The Participant does not assume any legal obligation or liability for any other VCAILG participant.

B. Hold Harmless and Indemnification. Except for damage or loss resulting from willful misconduct, gross negligence, or breach of fiduciary obligation in connection with this Agreement, VCAILG and its respective participants, directors, officers, associations or employees shall not be liable to the Participant for any loss or damage in connection with this Agreement. VCAILG and the Participant shall each bear responsibility for the consequence of its own willful misconduct, gross negligence and breach of fiduciary obligation in connection with this Agreement, or in connection with any work undertaken in accordance with this Agreement. The Participant shall indemnify, defend and hold harmless VCAILG and its respective participants, directors, officers, associations and employees, from the consequences of any such willful misconduct, gross negligence and breach of fiduciary obligation, to the extent allowed by law.

C. Amendment. This Agreement may be amended or modified only by a written instrument executed by VCAILG. The Participant will be given prior notice of any amendments to this Agreement.

D. Entire Agreement. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter of this Agreement and supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement.

E. Partial Invalidity. If, after the date of execution of this Agreement, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable. However, in lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

F. Choice of Laws. This Agreement shall be interpreted according to the laws and regulations of the State of California (not including California's choice-of-law rules) and any applicable Federal laws or regulations. Any action brought under this Agreement must be brought in Ventura County, California.

G. Compliance with Law. In performing their respective obligations under this Agreement, the parties shall comply with and conform to all applicable laws, rules, regulations and ordinances.

H. Notices. All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing unless provided otherwise in this Agreement and shall be deemed to have been duly given and received on: (i) the date of service if served personally or served via facsimile transmission on the party as indicated in this agreement, (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, to the address for the party as indicated in this agreement, or (iii) on the third day after mailing if sent by first class mail, registered or certified, postage prepaid, to the address for the party as indicated in this agreement.

I. Dispute Resolution. If a dispute arises between the Participant and VCAILG with reference to the Participant's performance under this Agreement that amounts to a failure to participate in VCAILG, VCAILG and the Participant will strive in good faith to resolve the dispute before VCAILG notifies the Regional Board of the Participant's failure to participate in VCAILG. The Participant further agrees that should there arise a dispute between the Participant and VCAILG with reference to the proper interpretation of the terms of this Agreement, the Participant agrees to submit such matter to binding arbitration in accordance with the rules and procedures of the American Arbitration Association. The Participant and VCAILG agree to share equally the cost of the arbitration. However, each party will be responsible for its own attorney's fees and costs of presentation of its respective case.

I, _____, understand and certify that I have voluntarily entered into participation with this program and agree to abide by the terms and provisions of this program as outlined within this Agreement. By signing this statement, I also certify that I am the rightful property owner and/or lessee of the property in question/ or I am an authorized representative of the corporation, partnership or individual that owns and/or leases the property.

Signature

Address: