



**AGENDA
REGULAR MEETING OF
THE BOARD OF DIRECTORS OF
CARPINTERIA VALLEY WATER DISTRICT**

Wednesday, April 27, 2022 at 5:30 p.m.

Tele-Meeting

BOARD OF DIRECTORS

*Case Van Wingerden
President
Kenneth Stendell
Vice President
Polly Holcombe
Shirley L. Johnson
Matthew Roberts*

GENERAL MANAGER

Robert McDonald, P.E. MPA

<https://us06web.zoom.us/j/86442054332?pwd=Vm1GdWdFNzhCb1BEUHd5MVUvQlhTz09>

Meeting ID: 864 4205 4332

Passcode: 889882

THE CARPINTERIA VALLEY WATER DISTRICT HAS DETERMINED THIS MEETING TO BE AN ESSENTIAL PUBLIC MEETING THAT WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDERS N-29-20 AND N-33-20 AND AB361 AND SANTA BARBARA COUNTY HEALTH OFFICER'S ORDER

In response to the spread of the COVID-19 virus, Governor Newsom and the California Legislature has conditionally suspended the requirement for local agencies to provide a physical location from which members of the public can observe and offer public comment and has ordered all Californians to stay home where risk of Covid 19 exposure and health and safety risks exists except as needed to maintain continuity of operations of certain critical infrastructure.

To minimize the potential spread of the COVID-19 virus, the Carpinteria Valley Water District is not permitting public access to the City Council Chamber and Boardroom for this meeting at this time. Meeting may be viewed, live or recorded, on the Districts Website through the Granicus platform

If interested in participating in a matter before the Board, you are strongly encouraged provide the Board with public comment in one of the following ways:

1. **Comments** during a meeting may be submitted online through eComment function found on the website <https://cvwd.net/about/our-board/meetings/> (**Livestream is available online**).

2. Submitting a Written Comment. If you wish to submit a written comment, please email your comment to the Board Secretary at Public_Comment@cvwd.net by **5:00 P.M. on the day of the meeting**. Please limit your comments to 250 words. Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations.

3. Providing Verbal Comment Telephonically. If you wish to make either a general public comment or to comment on a specific agenda item as it is being heard please send an email to the Board Secretary at Public_Comment@cvwd.net by **5:00 P.M. on the day of the meeting** and include the following information in your email: (a) meeting date, (b) agenda item number, (c) subject or title of the item, (d) your full name, (e) your call back number including area code. During public comment on the agenda item specified in your email, District staff will make every effort to contact you via your provided telephone number so that you can provide public comment to the Board electronically.

Please note the President has the discretion to limit the speaker's time for any meeting or agenda matter. Since this is an evolving COVID-19 situation, CVWD will provide updates to any changes to this policy as soon as possible. The public is referred to the website at www.cvwd.net. Thank you in advance for taking all precautions to prevent spreading the COVID-19 virus.

1301 Santa Ynez Avenue
Carpinteria, CA 93013
(805) 684-2816

**Indicates attachment of document to agenda packet.

- I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE, President Van Wingerden.**
- II. ROLL CALL, Secretary McDonald.**
- III. PUBLIC FORUM (Any person may address the Board of Directors on any matter within its jurisdiction which is not on the agenda.).**
- IV. APPROVAL ITEMS**
 - A. **Minutes of the Regular Board meeting held on March April 13, 2022**
 - B. **Director Quarterly Meeting Reimbursement Report**
 - C. **Disbursement Report**
- V. UNFINISHED BUSINESS – None**
- VI. NEW BUSINESS**
 - A. **Consider CAPP Funding update (for information, General Manager McDonald) *Presentation by Richard Harmon, Woodard and Curran.***
 - B. **Consider adoption of Resolution 1114 approving [CCWA 2022 Supplemental Water Purchase Program Purchase] Agreement for Approximately 47 AF of Casitas Municipal Water District SWP Water and Making Other Necessary Findings (for action, General Manager McDonald).**
 - C. **Consider Process for Intent to Serve letter requests (for action, General Manager McDonald).**
- VII. DIRECTOR REPORTS**
 - A. **Groundwater Management & SGMA Committee - April 21, 2022 – Directors Van Wingerden & Stendell**
 - B. **Drought Management & Water Conservation Committee – April 26, 2022 – Director Holcombe & Johnson**
 - C. **COMB Administrative Committee – April 14, 2022 – Director Holcombe**
 - D. **COMB Special Operations Committee – April 19, 2022 – Director Holcombe**
 - E. **COMB Regular Board Meeting – April 25, 2022 – Director Holcombe**

VIII. GENERAL MANAGER REPORTS (for information)

- A. **Engineering Report**
- B. **Operations and Maintenance Report**
- C. **Water Supply & Drought Planning**

IX. [CLOSED SESSION]: CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION, [GOVERNMENT CODE SECTION 54956.9(D)(1)]: Name of Case: Central Coast Water Authority et al v. Santa Barbara County Flood Control & Water Conservation District et al. (Case No. 21CV02432)

X. [CLOSED SESSION]: CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION, [GOVERNMENT CODE SECTION 54956.9(D)(1)]: Name of Case: Central Coast Water Authority et al v. Santa Barbara County Flood Control & Water Conservation District et al. (Case No. 21CV02432); LIABILITY CLAIMS by Santa Barbara County Flood Control and Water Conservation District.

XI. [CLOSED SESSION]: PURSUANT TO GOVERNMENT CODE SECTION 54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION TITLE: GENERAL MANAGER

XII. [CLOSED SESSION]: CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION [GOVERNMENT CODE SECTION 54956.9(D)(2)] Cachuma Operations & Maintenance Board

XIII. CONSIDER DATES AND ITEMS FOR AGENDA FOR:

CARPINTERIA VALLEY WATER DISTRICT BOARD MEETING OF MAY 11, 2022 AT 5:30 P.M., CARPINTERIA CITY HALL, 5775 CARPINTERIA AVENUE, CARPINTERIA, CALIFORNIA.

XIV. ADJOURNMENT.

Robert McDonald, Secretary

Note: The above Agenda was posted at Carpinteria Valley Water District Administrative Office in view of the public no later than 5:30 p.m., April 24, 2022. The Americans with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied benefits of, the District's programs, services, or activities because of any disability. If you need special assistance to participate in this meeting, please contact the District Office at (805) 684-2816. Notification at least twenty-four (24) hours prior to the meeting will enable the District to make appropriate arrangements.

Materials related to an item on this Agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the Carpinteria Valley Water district offices located at 1301 Santa Ynez Avenue, Carpinteria during normal business hours, from 8 am to 5 pm.

1301 Santa Ynez Avenue
Carpinteria, CA 93013
(805) 684-2816

**Indicates attachment of document to agenda packet.

	MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS
	CARPINTERIA VALLEY WATER DISTRICT
	April 13, 2022
	<p>President Van Wingerden called the regular meeting of the Carpinteria Valley Water District Board of Directors held via tele-conference at 5:30 p.m., Wednesday, April 13, 2022, and led the Board in the Pledge of Allegiance.</p> <p>In response to the spread of the COVID-19 virus, Governor Newsom has suspended the requirement for local agencies to provide a physical location from which members of the public can observe and offer public comment and has ordered all Californians to stay home except as needed to maintain continuity of operations of certain critical infrastructure.</p>
ROLL CALL	Directors Present; Holcombe, Johnson, Roberts, Stendell and Van Wingerden
	Director Absent: none
	Others Present: Bob McDonald
	Maso Motlow Cari Ann Potts Scott Menzel Eric Volboll
PUBLIC FORUM	No one from the public addressed the Board.
MINUTES	<p>Following discussion, Director Roberts moved, and Director Holcombe seconded the motion to approve the minutes of the Board meeting held on April 6, 2022. The motion carried by a 4-1-0 vote with Director Stendell abstaining. The minutes were approved by roll call as follows;</p> <p>Ayes: Holcombe, Van Wingerden, Johnson, and Roberts Abstain: Stendell Nays: None Absent: None</p>
PUBLIC HEARING	<p>General Manager McDonald presented the final proposed revisions to CVWD Board of Directors election districts.</p> <p>CVRA Map Revisions:</p>

	<ul style="list-style-type: none"> • Required because of the 2020 Census Updated data for demographics. • Updates required to be adopted by CVWD by April 17, 2022. • Due by April 22, 2022 to elections office to be effective for 2022 election. • Mapping was corrected on both the existing and revised maps to correct District Boundary. <p>CVRA Map Revisions have been advertised for at least two consecutive weeks in the Coastal View and on CVWD website.</p> <p>Following discussion, President Van Wingerden opened the Public Hearing on the proposed revisions to CVWD Board of Directors election districts at 5:44 p.m.</p> <ol style="list-style-type: none"> 1. Opening of Public Hearing – no one from the public was present 2. Receipt of public comment – no public comments 3. Closing of Public Hearing – President Van Wingerden closed the Public Hearing at 5:44 p.m. 4. Director Comments – General McDonald addressed comments from Directors
<p>DIRECTOR DIVISIONS FOR ELECTIONS</p>	<p>General Manager McDonald presented to consider the adoption of Resolution 1113 Adjusting the Boundaries of the Director Divisions for use in Elections Commencing in November 2022.</p> <p>Following discussion, Director Holcombe moved, and Director Stendell seconded the motion to approve Resolution 1113. The motion carried by a 5-0 vote. The motion was approved by roll call as follows;</p> <p>Ayes: Van Wingerden, Johnson, Roberts, Stendell and Holcombe Nays: None Absent: None</p>
<p>CUSTOMER METER EXEMPTION REQUEST</p>	<p>General Manager McDonald presented to consider customer 08-082179-02 request for exemption of a dedicated landscape meter for proposed project with Director Roberts recusing himself from participation in the discussion.</p> <p>According to District Rule 17, non-residential accounts exceeding 1,000 sf of landscaped areas require a dedicated landscape water meter to be installed by the District, be on a dedicated service line and be installed with approved backflow prevention.</p>

	<p>Scott Menzel and Eric Volboll of the Santa Cruz Island Foundation represented the customer with the request.</p> <p>Following discussion, Eric Volboll requested to withdrawal the request for exemption of a dedicated landscape meter for proposed project.</p>
<p>MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN ANNEX</p>	<p>General Manager McDonald presented to consider starting public review of the CVWD Multi-Jurisdictional Hazard Mitigation Plan Annex with presentation given by Maso Motlow, CVWD Management Analyst.</p> <p>Background: The impact of foreseeable yet often unpredictable natural and human-caused disasters can be reduced through mitigation planning. This annex, prepared as part of the update to the County of Santa Barbara Multi-Jurisdictional Hazard Mitigation Plan (MJHMP), serves to update the District’s existing 2017 Local Hazard Mitigation Plan (LHMP).</p> <p>Recommendation: Staff is seeking direction from the Board on starting the public review process for the District’s HMP annex. Staff would like to make the HMP annex available for two weeks concurrent with federal agency review so any comments from the public can be incorporated before the District asks the Board to adopt the final annex (anticipated in September 2022).</p> <p>Following discussion, Director Holcombe moved, and Director Johnson seconded the motion to start the public review process for the District’s HMP annex. The motion carried by a 5-0 vote. The motion was approved by roll call as follows;</p> <p>Ayes: Van Wingerden, Johnson, Roberts, Stendell and Holcombe Nays: None Absent: None</p>
<p>CUTOUT POLICY</p>	<p>General Manager McDonald presented to consider Cutout Policy for New Land Development Projects and methodology to calculate a Water Use Intensification Fee with presentation given by Maso Motlow, CVWD Management Analyst.</p> <p>Allocation Program Recap: The allocation program would create a specific allocation for each customer so CVWD can make evidence-based, fair decisions about:</p> <ul style="list-style-type: none"> • Whether there is sufficient water for new uses • Who is overusing water in shortage conditions

	<ul style="list-style-type: none"> • Where to focus conservation efforts <p>Customers who exceed their allocation may have to pay a fine that would support supplemental water purchases.</p> <p>The purpose of the Water Use Intensification Fee is to cover the cost of supplemental water the District will need to purchase to meet the additional water demand resulting from a change in land use on a parcel or parcels within the District.</p> <p>Staff will develop the process and schedule with the goal of it being in place before next fiscal year.</p>
RATE & BUDGET COMMITTEE MEETING	Directors Johnson and Roberts gave a verbal report on the Rate & Budget Committee meeting that was held on April 11, 2022.
ADJOURNED TO CLOSED SESSION	<p>President Van Wingerden adjourned the meeting at 6:58 p.m. to convene the Board into closed session for the following matters:</p> <p>IX. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION, [GOVERNMENT CODE SECTION 54956.9(D)(1)]: Name of Case: Central Coast Water Authority et al v. Santa Barbara County Flood Control & Water Conservation District et al. (Case No. 21CV02432)</p>
BOARD RECONVENED IN OPEN SESSION	At 7:06 p.m. President Van Wingerden reconvened the Board meeting in open session and said there were no reportable actions taken.
NEXT BOARD MEETING	The next regular Board meeting is scheduled to be held on April 27, 2022 at 5:30 p.m., via tele-conference.
ADJOURNMENT	<p>President Van Wingerden adjourned the meeting at 7:14 p.m.</p> <hr/> <p>Robert McDonald, Interim Secretary</p>

**Director Compensation Report
January - March 2022
3rd Quarter**

Director Name	Amount	Description	Payment Number
Matthew Roberts	\$ 210.00	DECEMBER MEETINGS	3078
	\$ 210.00	JANUARY MEETINGS	3124
	\$ 315.00	FEBRUARY MEETINGS	3169
	Roberts Total \$ 735.00		
Ken Stendell	\$ 105.00	DECEMBER MEETINGS	3085
	\$ 210.00	JANUARY MEETINGS	3130
	\$ 315.00	FEBRUARY MEETINGS	3174
	Stendell Total \$ 630.00		
Polly Holcombe	\$ 420.00	DECEMBER MEETINGS	3070
	\$ 210.00	JANUARY MEETINGS	3117
	\$ 525.00	FEBRUARY MEETINGS	3161
	Holcombe Total \$ 1,155.00		
Shirley Lynne Johnson	\$ 420.00	DECEMBER MEETINGS	3071
	\$ 315.00	JANUARY MEETINGS	3118
	\$ 630.00	FEBRUARY MEETINGS	3162
	Johnson Total \$ 1,365.00		
Case Van Wingerden	\$ 210.00	DECEMBER MEETINGS	3086
	\$ 210.00	JANUARY MEETINGS	3131
	\$ 525.00	FEBRUARY MEETINGS	3175
	Van Wingerden Total \$ 945.00		
Total Director Compensation \$		4,830.00	

3rd Quarter Board Meetings

December	1 Regular Meeting - 12/8
January	2 Regular Meetings - 1/12, 1/26
February	2 Regular Meeting - 2/9, 2/23

3rd Quarter Committee Meetings

12/16, 2/8, 2/17	Administrative Committee
2/15	Recycled Water Committee
12/6, 2/10, 2/22	Rate & Budget Committee
2/2	Joint Utilities Committee
2/21	Groundwater Management & SGMA Committee



Monthly Disbursement Report
Carpinteria Valley Water District

Payment Date: 02/16/22 - 04/15/22

Disbursement Summary	
Operating Account	1,836,771.86
Carpinteria Groundwater Sustainability Agency (CGSA)	13,604.10
Rancho Monte Alegre (RMA)	25,396.40
Reserves	2,000,000.00
Total	\$ 3,875,772.36

Operating Account - Check Report				
Vendor	Description	Payment Number	Payment Date	Payment
76 FLEET				8,400.23
	GAS CREDIT CD PD BY NR VISA	DFT0001071	3/1/2022	1,889.75
	76 FLEET CC PAID BY NR VISA	DFT0001072	3/3/2022	2,788.69
	GAS CHARGES - MARCH	38401	4/8/2022	3,721.79
ACWA-JPIA				64,084.57
	HEALTH INS	38290	3/3/2022	34,912.05
	HEALTH INS	38394	4/8/2022	29,172.52
AFLAC				1,571.48
	SUPPLEMENTAL INSURANCE	38302	3/8/2022	785.74
	SUPPLEMENTAL INSURANCE	38391	3/31/2022	785.74
ALL AROUND LANDSCAPE SUPPLY				527.66
	MAINTENANCE OF PUMPS & PLANTS	38327	3/15/2022	258.09
	SUPPLIES	APA000027	4/13/2022	269.57
AMERICAN WATER WORKS ASSOCIATION CALIFORNIA - NEVADA SECTION				120.00
	RENEWAL FOR CROSS-CONNECTION SPECIALIST	38361	3/18/2022	120.00
ANTHEM BLUE CROSS				276.00
	RETIREE SUPPLEMENTAL INSURANCE - COTA	38249	2/22/2022	92.00
	SUPPLEMENTAL INSURANCE - RETIREE - COTA - APRIL	38363	3/18/2022	92.00
	RETIREE SUPP INS - COTA - MAY	38413	4/13/2022	92.00
ANTHEM BLUE CROSS				371.36
	ANTHEM RETIREE PREMIUM - COTA - MARCH	38248	2/22/2022	340.67
	ANTHEM RETIREE PREMIUM - COTA - APRIL	38362	3/18/2022	30.69
A-OK POWER EQUIPMENT				185.68
	CUTOFF SAW REPAIR	APA000028	4/13/2022	148.72
	SUPPLIES	APA000028	4/13/2022	36.96
APPLIED BEST PRACTICES, LLC				1,500.00
	FY 21 CONTINUING DISCL 2020 Bonds	APA000029	4/13/2022	1,500.00
AQUA-METRIC SALES COMPANY				32,842.20
	Large Meter Inventory Re-stock	38374	3/18/2022	32,842.20
ASCO POWER SERVICES, INC.				2,175.00
	MAINTENANCE OF PUMPS	38291	3/3/2022	2,175.00
ASPECT ENGINEERING GROUP				611.10
	AUTOMATION ANALYST - JANUARY	38262	3/2/2022	611.10
AT&T MOBILITY				1,660.26
	MOBILE DEVICES - JANUARY	38250	2/22/2022	619.01
	MOBILE DEVICES - FEBRUARY	APA000001	3/17/2022	433.09
	SCADA, TABLETS, OTHER WIRELESS - FEBRUARY	38250	2/22/2022	201.73
	SCADA, TABLETS, OTHER WIRELESS - MARCH	APA000001	3/17/2022	201.73
	SCADA, TABLETS, OTHER WIRELESS - APRIL	38414	4/13/2022	204.70
B & R SUPPLY, INC				42.49
	SMALL TOOLS	38308	3/9/2022	42.49

Vendor	Description	Payment Number	Payment Date	Payment
BABEL LINGUISTICS INC				125.00
	NOTICE OF PUBLIC HEARING TRANSLATION	APA000004	3/30/2022	125.00
BADGER METER INC.				1,884.51
	24 new celluar endpoints from Badger	38372	3/18/2022	1,884.51
BAY ALARM SERVICE				111.00
	SECURITY ALARM - 040122-070122	38375	3/24/2022	111.00
BIG GREEN CLEANING COMPANY / RICH & FAMOUS, INC.				2,226.00
	MONTHLY JANITORIAL SERVICES - MARCH	38309	3/9/2022	1,113.00
	MONTHLY JANITORIAL SERVICES - APRIL	APA000030	4/13/2022	1,113.00
BONDY GROUNDWATER CONSULTING, INC				2,491.25
	GSP DEVELOPMENT - FEBRUARY	38310	3/9/2022	547.75
	GSP DEVELOPMENT - MARCH	APA000019	4/6/2022	1,943.50
BRENNTAG PACIFIC, INC				8,200.72
	SODIUM HYPOCHLORITE	38328	3/15/2022	4,322.25
	SODIUM HYPOCHLORITE	38328	3/15/2022	3,878.47
CACHUMA O & M BOARD				111,219.30
	COMB - 2ND PERIOD PAYMENT - WY 21/22	38329	3/15/2022	111,219.30
CANON FINANCIAL SERVICES, INC				1,690.16
	MONTHLY CONTRACT CHARGES COPIER - MARCH	38259	2/23/2022	891.80
	MONTHLY CONTRACT CHARGES COPIER - APRIL	38364	3/18/2022	798.36
CARDMEMBER SERVICES (ELAN, FORMERLY SBBT)				10,571.60
	CREDIT CARD CHARGES - 012122-021822	38292	3/3/2022	3,553.58
	SOFTWARE MAINTENANCE			861.18
	UTILITY-TELEPHONE			1,034.67
	ENGINEERING SUPPLIES			29.07
	UTILITY SERVICE			1,167.06
	EMPLOYEE TRAINING/EDUCATION			247.50
	EMPLOYEE RELATIONS			10.00
	BOARD MEETINGS			141.42
	MANAGEMENT MEETING			62.68
	CREDIT CARD CHARGES - 021922 - 032222	38402	4/8/2022	7,018.02
	SOFTWARE MAINTENANCE			1,643.07
	UTILITY-TELEPHONE			956.39
	EMPLOYEE TRAINING/EDUCATION			270.00
	EMPLOYEE RELATIONS			194.78
	BOARD MEETINGS			1,017.49
	MAINTENANCE OF MAINS			86.73
	EMPLOYEE PHYSICAL			129.00
	UNIFORMS			294.23
	OFFICE SUPPLIES			69.61
	COMPUTER SYSTEM			1,911.75
	WARRANTY			444.97
CARPINTERIA VALLEY LUMBER CO				617.06
	SUPPLIES & SMALL TOOLS	38263	3/2/2022	213.32
	SUPPLIES	38330	3/15/2022	331.60
	ENGINEERING TOOLS	APA000005	3/30/2022	5.44
	ENGINEERING TOOLS	APA000005	3/30/2022	5.44
	SUPPLIES	APA000031	4/13/2022	47.38
	SUPPLIES	APA000031	4/13/2022	1.36
	ENGINEERING TOOLS	APA000031	4/13/2022	12.52
CELLULAR CONTROLLED PRODUCTS				326.85
	DISTRICT ACCESS CONTROL SYSTEM - MARCH	APA000020	4/6/2022	326.85
CHARLES P. CROWLEY COMPANY, INC				2,395.12
	SUPPLIES	38331	3/15/2022	947.25
	CHEM FEED PUMP DIAPHRAM KITS	APA000032	4/13/2022	1,447.87
CHEVRON				-
	GAS - FEBRUARY	38260	2/25/2022	638.20
	GAS - FEBRUARY	38260	2/25/2022	(638.20)
CITY OF CARPINTERIA				30.00
	BANNER PERMIT FEE - STAGE 2 DROUGHT	38403	4/8/2022	30.00

Vendor	Description	Payment Number	Payment Date	Payment
CITY OF SANTA BARBARA				520,778.17
	CACHUMA SAFE YIELD STUDY (NOV 2020)	38365	3/18/2022	3,827.61
	CATER - DEBT SERVICE AND CAPITAL COST - 2ND QRTR	38319	3/9/2022	516,950.56
COAST AUTO PARTS				87.22
	EQUIPMENT OIL	38264	3/2/2022	23.86
	SUPPLIES & MAINT OF VEHICLES	38264	3/2/2022	63.36
COASTAL BLINDS & DRAPERIES				660.98
	OFFICE REMODEL - 111021	38251	2/22/2022	660.98
COASTAL VIEW NEWS				1,730.00
	DROUGHT AD 021722	38265	3/2/2022	254.00
	DROUGHT AD 030322	38332	3/15/2022	254.00
	DROUGHT AD 031722	APA000006	3/30/2022	254.00
	NOTICE OF PUBLIC HEARING 031722	APA000006	3/30/2022	138.00
	PUBLIC HEARING AD 0324, 0331	APA000033	4/13/2022	576.00
	DROUGHT AD 033122	APA000033	4/13/2022	254.00
COLONIAL LIFE				1,624.72
	Colonial Life	38303	3/8/2022	812.36
	Colonial Life	38395	4/8/2022	812.36
COMMODITY TRUCKING ACQUISITION LLC				4,232.87
	3/4" CRUSHED ROCK	38333	3/15/2022	913.20
	3/4" CRUSHED ROCK	38333	3/15/2022	570.36
	FILL SAND	38333	3/15/2022	452.45
	ROAD BASE	38333	3/15/2022	1,226.05
	3/4 ROCK	APA000034	4/13/2022	1,070.81
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.				114.73
	MAINTENANCE OF ECW VFD	38334	3/15/2022	114.73
COUNTY OF SANTA BARBARA - APCD				1,885.92
	GENERATOR PERMITS	APA000035	4/13/2022	1,885.92
COUNTY OF SANTA BARBARA - CLERK OF THE BOARD OF SUPERVISORS				2,598.00
	NOD, CDFW, CEQA MEMORANDUM - EL CARRO	38293	3/3/2022	2,598.00
COUNTY OF SANTA BARBARA PUBLIC WORKS				7,312.00
	2021-2022 CLOUD SEEDING PROGRAM	38404	4/8/2022	7,312.00
COX COMMUNICATIONS CALIFORNIA				500.82
	INTERNET PROVIDER - MARCH	38321	3/10/2022	250.41
	INTERNET PROVIDER - APRIL	38405	4/8/2022	250.41
CST INDUSTRIES, INC.				6,500.00
	inspection of Carpinteria Res Roof	38373	3/18/2022	6,500.00
DANIELLE ROSE				2,979.00
	TEST REIMBURSEMENT 012622	38294	3/3/2022	129.00
	TUITION REIMBURSEMENT - PSU	38376	3/24/2022	2,850.00
DANNY RADA				279.00
	TEST REIMBURSEMENT 030622, 031222	38325	3/10/2022	279.00
DAVE HUNSAKER - DAVE'S ORGANIC GARDENING				1,905.00
	LANDSCAPE SERVICES - JANUARY	38311	3/9/2022	834.00
	LANDSCAPE SERVICES - FEBRUARY	38382	3/29/2022	1,071.00
DOCUSIGN, INC.				4,458.84
	ESIGNATURE PRO EDITION - ANNUAL SUBSCRIPTION	APA000036	4/13/2022	4,458.84
E.J. HARRISON & SONS, INC.				509.82
	TRASH & RECYCLE - FEBRUARY	38254	2/23/2022	254.91
	TRASH & RECYCLE - MARCH	38377	3/24/2022	254.91
ECHO COMMUNICATIONS				402.40
	TELEPHONE SERVICES - MARCH	38304	3/8/2022	195.65
	ECHO COMM MONTHLY STMT - APRIL	APA000021	4/6/2022	206.75

Vendor	Description	Payment Number	Payment Date	Payment
EDISON CO				71,157.12
	CARP RES - KWH 17,704 - FEBRUARY	38255	2/23/2022	3,761.72
	CARP RES - 22,256 KWH - MARCH	38378	3/24/2022	4,180.05
	GOB CYN PUMP - KWH 816 - FEBRUARY	38255	2/23/2022	190.83
	GOB CYN PUMP - kwh 802 - MARCH	38378	3/24/2022	165.49
	FOOTHILL RES/RMA BOOSTER - 56,107 KWH - FEB	38252	2/22/2022	9,122.09
	RMA BOOSTER STATION - 48,054 KWH - MARCH	38378	3/24/2022	8,334.24
	SMILLIE WELL - KWH 20,756 - FEBRUARY	38255	2/23/2022	4,083.75
	SMILLIE WELL - kwh 11,348 - MARCH	38378	3/24/2022	2,154.22
	LYONS WELL - KWH 108 - FEBRUARY	38295	3/3/2022	109.35
	LYONS WELL - KWH 122 - MARCH	38383	3/29/2022	99.04
	EL CARRO WELL - KWH 71,962 - FEBRUARY	38252	2/22/2022	9,232.95
	EL CARRO WELL KWH 58,151 - MARCH	38378	3/24/2022	7,867.91
	SM TANK - KWH 181 - FEBRUARY	38255	2/23/2022	52.22
	SM TANK - KWH 193 - MARCH	38383	3/29/2022	56.94
	OFFICE - 2,691 kwh - FEBRUARY	38252	2/22/2022	559.10
	OFFICE - 2,938 KWH - MARCH	38378	3/24/2022	617.04
	SM PUMP - KWH 4,043 - FEBRUARY	38255	2/23/2022	965.75
	SM PUMP -5,770 kwh - MARCH	38378	3/24/2022	1,159.06
	HQ WELL- KWH 94,136 - FEBRUARY	38255	2/23/2022	11,910.74
	HQ WELL- 43,576 kwh - MARCH	38378	3/24/2022	6,534.63
ELITE GENERAL ENGINEERING INC				58,604.77
	7TH & REYNOLDS - PROJECT A-88	38266	3/2/2022	16,053.90
	PROJECT C-123	38335	3/15/2022	24,371.08
	MAINTENANCE OF SERVICES	38335	3/15/2022	1,991.40
	MAINLINE REPAIR	38410	4/13/2022	2,581.50
	A-88 7TH & ASH	38410	4/13/2022	13,606.89
EMPLOYEE RELATIONS NETWORK				482.41
	EMP RELATIONS -PRE-EMP SCREEN	APA000007	3/30/2022	362.69
	EMP RELATIONS - MARCH	APA000037	4/13/2022	119.72
ENTERPRISE FM TRUST				15,275.36
	FLEET LEASE AND MAINT - MARCH	38366	3/18/2022	7,637.68
	FLEET LEASE AND MAINT - APRIL	38406	4/8/2022	7,637.68
FAMCON PIPE AND SUPPLY, INC				82,142.59
	FULL FACE METER 2"	38267	3/2/2022	120.71
	INVENTORY RE-STOCK	38307	3/9/2022	7,500.49
	LIVR project, Valves, 91 gate valves	38307	3/9/2022	13,050.00
	INVENTORY	38336	3/15/2022	49,070.88
	INVENTORY	38379	3/24/2022	2,100.06
	INVENTORY	38379	3/24/2022	459.03
	INVENTORY	38379	3/24/2022	4,987.28
	INVENTORY	38379	3/24/2022	4,784.42
	MAINT OF METERS	APA000038	4/13/2022	27.89
	MAINT OF METERS	APA000038	4/13/2022	41.83
FERGUSON WATERWORKS				157.22
	SMALL TOOLS	38337	3/15/2022	157.22
FLOWERS & ASSOCIATES, INC				15,167.00
	LIVR P58 - JANUARY	38338	3/15/2022	6,831.50
	LIVR P58 - FEBRUARY	APA000008	3/30/2022	8,335.50
FRANCISCO J SANCHEZ - 805 UNIFORM & EMBROIDERY				1,856.78
	UNIFORMS	APA000039	4/13/2022	1,856.78
FRONTIER COMMUNICATIONS				1,003.62
	ORTEGA - 0216-0315	38256	2/23/2022	260.43
	ORTEGA - 031622 - 041522	38380	3/24/2022	126.05
	OFFICE - 0216-0315	38256	2/23/2022	308.59
	OFFICE - 031622 - 041522	38380	3/24/2022	308.55

Vendor	Description	Payment Number	Payment Date	Payment
FRUIT GROWERS LABORATORY, INC				3,715.00
	INORGANIC ANALYSIS - METALS, TOTAL-FE, MN	38268	3/2/2022	210.00
	BACTI ANALYSIS - COLIFORM - COLILERT-P/A	38268	3/2/2022	167.00
	BACTI ANALYSIS - COLILERT - P/A & QUANTI TRAY	38268	3/2/2022	267.00
	BACTI ANALYSIS - COLIFORM - COLILERT-P/A	38268	3/2/2022	167.00
	INORGANIC ANALYSIS - METALS, TOTAL-FE, MN	38312	3/9/2022	210.00
	ORGANIC ANALYSIS - EPA 551.1 / EPA 552.2	38312	3/9/2022	852.00
	BACTI ANALYSIS-BIO ACTIVITY/HETER/COLIFORM	38312	3/9/2022	104.00
	BACTI ANALYSIS - COLIFORM - COLILERT-P/A	38339	3/15/2022	167.00
	BACTI ANALYSIS - COLIFORM - COLILERT-P/A	38339	3/15/2022	167.00
	BACTI ANALYSIS-BIO ACTIVITY/HETER/COLIFORM	APA000022	4/6/2022	104.00
	BACTI ANALYSIS - COLIFORM - COLILERT-P/A	APA000022	4/6/2022	167.00
	BACTI ANALYSIS - COLIFORM - COLILERT-P/A	APA000022	4/6/2022	167.00
	BACTI ANALYSIS - COLIFORM - COLILERT-P/A	APA000022	4/6/2022	167.00
	BACTI ANALYSIS - COLILERT - P/A & QUANTI TRAY	APA000022	4/6/2022	267.00
	INORGANIC ANALYSIS - METALS, TOTAL-FE, MN	APA000022	4/6/2022	210.00
	WELL SAMPLING	APA000040	4/13/2022	155.00
	BACTI ANALYSIS - COLIFORM - COLILERT-P/A	APA000040	4/13/2022	167.00
FTI SERVICES, INC.				12,769.16
	IT CONSULTANT	38269	3/2/2022	133.88
	IT SUPPORT - FEBRUARY	38313	3/9/2022	3,656.64
	MONTHLY MONITORING & ANTIVIRUS - MARCH	38313	3/9/2022	592.50
	IT SUPPORT - MARCH	APA000023	4/6/2022	6,633.39
	MONTHLY MONITORING & ANTIVIRUS - APRIL	APA000041	4/13/2022	592.50
	IT SUPPORT - CCC CUTOVER - MARCH	APA000041	4/13/2022	1,160.25
GABRIEL JAIMES				1,023.32
	SUPPLEMENTAL INSURANCE - JAN, FEB, MARCH	38257	2/23/2022	767.49
	REITREE SUPPLEMENTAL INSURANCE - APRIL	38407	4/8/2022	255.83
GAS COMPANY				494.44
	MONTHLY CHARGES - FRONT OFFICE - FEBRUARY	APA000002	3/17/2022	230.57
	MONTHLY CHARGES - BACK OFFICE - FEBRUARY	APA000002	3/17/2022	263.87
GENERAL PUMP COMPANY INC				996.18
	EL CARRO WELL PACKING REPAIR	38340	3/15/2022	996.18
GINA VASQUEZ-HOUSLEY				387.00
	TEST REIMBURSEMENT 122721, 011022, 011622	38322	3/10/2022	387.00
	TEST REIMBURSEMENT 3/19/22	38367	3/18/2022	129.00
	TEST REIMBURSEMENT 3/19/22	38367	3/18/2022	(129.00)
GROUNDWATER SOLUTIONS, INC.				20,060.75
	GSP DEVELOPMENT - JANUARY	38270	3/2/2022	8,678.25
	GSP DEVELOPMENT - FEBRUARY	38341	3/15/2022	11,382.50
HAMILTON, CHARLES B				892.00
	SUPPLEMENTAL INSURANCE - JAN, FEB, MARCH	38258	2/23/2022	669.00
	RETIREE SUPPLEMENTAL INSURANCE - APRIL	38408	4/8/2022	223.00
HAMNER, JEWELL & ASSOCIATES				4,227.50
	CAPP PROJECT - FEBRUARY	APA000009	3/30/2022	4,227.50
HOSE-MAN, INC				13.49
	MAINT OF MAINS	APA000042	4/13/2022	13.49
IMPULSE INTERNET SERVICES, LLC				143.59
	INTERNET PROVIDER - MAY	APA000043	4/13/2022	143.59
INFOSEND INC				7,541.06
	JANUARY EBILLS 2022	38271	3/2/2022	308.80
	DISCONNECT/STATEMENTS - JANUARY 2022	38271	3/2/2022	2,205.82
	EBILLS - MONTHLY - FEBRUARY	APA000010	3/30/2022	315.70
	DISCONNECT/STATEMENTS - MARCH	APA000010	3/30/2022	2,158.74
	MARCH EBILLS	APA000044	4/13/2022	388.10
	DISCONNECT/STATEMENTS - MARCH	APA000044	4/13/2022	2,163.90
JACOB DE LOS REYES				150.00
	TEST REIMBURSEMENT 030222	38326	3/10/2022	150.00
JAMES GILBERT				129.00
	TEST REIMBURSEMENT 030622	38323	3/10/2022	129.00

Vendor	Description	Payment Number	Payment Date	Payment
KOFF & ASSOCIATES				7,000.00
	STAFF AGENCY - FEBRUARY	APA000011	3/30/2022	3,500.00
	STAFF AGENCY - MARCH	APA000045	4/13/2022	3,500.00
KOPPL PIPELINE SERVICES, INC.				1,130.00
	PROJECT C-122	38342	3/15/2022	1,130.00
LANCE EDMONDSON				129.00
	TEST REIMBURSEMENT - 011722	38324	3/10/2022	129.00
LINCOLN LIFE				28,941.02
	DEFERRED COMPENSATION	DFT0001048	2/22/2022	5,864.39
	ROTH IRA	DFT0001048	2/22/2022	300.00
	DEFERRED COMPENSATION	DFT0001049	3/4/2022	5,374.19
	ROTH IRA	DFT0001049	3/4/2022	300.00
	DEFERRED COMPENSATION	DFT0001054	3/18/2022	5,417.48
	ROTH IRA	DFT0001054	3/18/2022	300.00
	DEFERRED COMPENSATION	DFT0001058	4/4/2022	5,417.48
	ROTH IRA	DFT0001058	4/4/2022	300.00
	DEFERRED COMPENSATION	DFT0001062	4/15/2022	5,367.48
	ROTH IRA	DFT0001062	4/15/2022	300.00
M.CUBED				28,347.50
	CAPP TITLE XVI BCA - OCT 21 - MARCH 22	38411	4/13/2022	13,376.25
	CAPP TITLE XVI BCA - DEC 2021 & JAN 2022	38387	3/31/2022	7,810.00
	CAPP TITLE XVI BCA - FEBRUARY	38387	3/31/2022	7,161.25
MC CORMIX CORP				638.20
	VEHICLE FUEL (DIESEL) - O&M -FEBRUARY	38261	2/25/2022	638.20
MONTGOMERY & ASSOCIATES				2,737.50
	GSP DEVELOPMENT - JANUARY	38272	3/2/2022	230.00
	GSP DEVELOPMENT - FEBRUARY	APA000012	3/30/2022	2,507.50
MSDS ONLINE INC.				3,397.97
	HQ SUBSCRIPTION RENEWAL	38384	3/29/2022	3,397.97
MYERS, WIDDERS, GIBSON JONES & FEINGOLD, LLP				18,758.45
	GENERAL COUNSEL - JANUARY	38273	3/2/2022	2,722.50
	SBCO FLOOD CTRL & CONSERVATION DISTRICT	38273	3/2/2022	1,852.50
	GENERAL COUNSEL - FEBRUARY	38343	3/15/2022	3,375.00
	SBCO FLOOD CTRL & CONSERVATION DISTRICT - FEB	38343	3/15/2022	1,745.45
	GENERAL COUNSEL - MARCH	APA000046	4/13/2022	4,275.00
	SBCO FLOOD CTRL & CONSERVATION DISTRICT - MARCH	APA000046	4/13/2022	4,788.00
NIELSEN MERKSAMER PARRINELLO GROSS & LEONI LLP				1,876.50
	SPECIAL COUNSEL FOR CVRA - JANUARY	38274	3/2/2022	486.50
	SPECIAL COUNSEL FOR CVRA - FEBRUARY	APA000013	3/30/2022	1,390.00
NTS MIKEDON, LLC				368.78
	TRENCH PLATES - PROJ A88	38385	3/29/2022	368.78
O'CONNOR & SONS INC.				157.50
	DISTRICT OFFICE - PEST CONTROL - ANTS - MARCH	APA000024	4/6/2022	78.75
	DISTRICT OFFICE - PEST CONTROL - MICE - MARCH	APA000024	4/6/2022	78.75
OPENEDGE				17,710.08
	CC PROC FEE	DFT0001066	3/2/2022	8,444.18
	CC PROC FEE	DFT0001067	4/4/2022	9,135.90
	CC TRANS FEES	DFT0001065	4/13/2022	130.00
P E R S				35,690.52
	PERS EMPLOYER	DFT0001057	3/4/2022	11,916.48
	PERS EMPLOYER	DFT0001056	3/16/2022	12,018.14
	PERS EMPLOYER	DFT0001055	3/30/2022	11,755.90
PADRE ASSOCIATES, INC				1,040.00
	EL CARRO MONITORING WELL CEQA - JANUARY	38344	3/15/2022	760.00
	EL CARRO MONITORING WELL CEQA - FEBRUARY	38344	3/15/2022	280.00

Vendor	Description	Payment Number	Payment Date	Payment
PAYROLL TRANSFER				252,207.99
	PR TRANSFER PPE 021922	DFT0001074	2/17/2022	48,962.87
	PR TRANSFER PPE 030522	DFT0001075	3/3/2022	54,935.02
	PR TRANSFER PPE 031922	DFT0001076	3/17/2022	49,230.82
	PR TRANSFER PPE 040222	DFT0001077	3/31/2022	50,291.17
	PR TRANSFER PPE 041622	DFT0001078	4/14/2022	48,788.11
PERRY'S WELDING				1,500.00
	PROJECT C-122	38275	3/2/2022	1,500.00
PUEBLO WATER RESOURCES, INC				19,065.00
	GSP - GSP DEVELOPMENT - JANUARY	38314	3/9/2022	1,375.00
	GSP - GSP DEVELOPMENT - FEBRUARY	APA000014	3/30/2022	2,580.00
	GSP - GSP DEVELOPMENT - FEBRUARY	APA000025	4/6/2022	562.50
	CAPP - IPR PDR AND PERMITTING - FEBRUARY	APA000025	4/6/2022	512.50
	SMILLIE REPLACEMENT WELL - FEBRUARY	APA000025	4/6/2022	550.00
	CAPP - IPR PDR AND PERMITTING - JANUARY	APA000025	4/6/2022	1,947.50
	CAPP - WELL 30D1 DESTRUCTION - NOV 2021	38412	4/13/2022	537.50
	GSP - GSP DEVELOPMENT - JANUARY	38412	4/13/2022	3,080.00
	SMILLIE REPLACEMENT WELL - JANUARY	38412	4/13/2022	7,920.00
PURETEC				135.21
	CHEMICAL FEED H2O SOFTENER	38345	3/15/2022	135.21
QUINN COMPANY				5,448.68
	SM GENERATOR TROUBLESHOOTING	38346	3/15/2022	2,872.08
	RMA GENERATOR TROUBLESHOOTING	38346	3/15/2022	640.00
	RMA GENERATOR MAINTENANCE	38346	3/15/2022	540.00
	WEED ABATEMENT FOOTHILL RESERVOIR	APA000047	4/13/2022	895.38
	BACKHOE REPAIR	APA000047	4/13/2022	501.22
RAFTELIS				26,332.50
	WATER RATE STUDY -2022 - DECEMBER 2021	38347	3/15/2022	3,885.00
	WATER RATE STUDY 2022 - JANUARY	38347	3/15/2022	8,235.00
	2022 WATER RATE STUDY - FEBRUARY	38388	3/31/2022	14,212.50
ROCKWELL PRINTING INC				391.64
	CONTINUOUS FLOW DOOR TAGS	APA000015	3/30/2022	391.64
ROSEBRO GARAGE LLC				1,763.61
	DIESEL TANK REPLACEMENT BATTERY	38276	3/2/2022	137.20
	VEHICLE REPAIRS ON 080420 - CK REISSUE	38381	3/24/2022	1,626.41
SANTA BARBARA COUNTY EHS/CUPA				2,355.00
	HDQTR - ANNUAL HAZARDOUS MATERIALS PERMIT	38277	3/2/2022	499.00
	EL CARRO - ANNUAL HAZARDOUS MATERIALS PERMIT	38277	3/2/2022	499.00
	CASITAS PASS - ANNUAL HAZARDOUS MATERIALS PERMIT	38277	3/2/2022	499.00
	GOBERNADOR - ANNUAL HAZARDOUS MATERIALS PERMIT	38277	3/2/2022	429.00
	MONTE ALEGRE - ANNUAL HAZARDOUS PERMIT	38348	3/15/2022	429.00
SAWASKE LANDSCAPE				909.08
	LYONS WELL -LANDSCAPE - JANUARY	38349	3/15/2022	309.08
	LYONS WELL - LANDSCAPE - FEBRUARY	38349	3/15/2022	304.00
	LYONS WELL - LANDSCAPE - MARCH	APA000048	4/13/2022	296.00
SC FUELS				2,628.12
	EQUIPMENT FUEL - DIESEL	38350	3/15/2022	2,628.12
SOUTHERN CA EDISON				91.08
	RENTER #0098 - CONTROL CIRCUITE - ACCT #10049194	38351	3/15/2022	91.08
SOUTHWEST VALVE & EQUIPMENT				1,139.67
	PUMP CONTROL VALVE REPAIR	38278	3/2/2022	1,139.67
SPENCER SEALE				549.99
	REIMBURSEMENT FOR CERTIFICATION/EXAM/AWC WATER	38296	3/3/2022	549.99
STANTEC CONSULTING SERVICES, INC				7,429.50
	LATERAL 10 WATER LINE CROSSING 042021	38386	3/29/2022	2,691.00
	LATERAL 10 WATER LINE CROSSING - 081721	38386	3/29/2022	4,738.50
STAPLES BUSINESS ADVANTAGE				493.82
	OFFICE SUPPLIES - FEBRUARY	38315	3/9/2022	493.82

Vendor	Description	Payment Number	Payment Date	Payment
STATE OF CALIFORNIA - EDD				20,274.55
	STATE WITHHOLDING	DFT0001046	2/18/2022	3,047.86
	STATE DISABILITY INSURANCE	DFT0001046	2/18/2022	798.51
	STATE WITHHOLDING	DFT0001050	3/4/2022	3,674.28
	STATE DISABILITY INSURANCE	DFT0001050	3/4/2022	778.03
	STATE WITHHOLDING	DFT0001053	3/18/2022	3,221.32
	STATE DISABILITY INSURANCE	DFT0001053	3/18/2022	805.85
	STATE WITHHOLDING	DFT0001059	4/1/2022	3,128.83
	STATE DISABILITY INSURANCE	DFT0001059	4/1/2022	812.70
	STATE WITHHOLDING	DFT0001063	4/15/2022	3,191.17
	STATE DISABILITY INSURANCE	DFT0001063	4/15/2022	816.00
STATE WATER RESOURCES CONTROL BOARD				260.00
	GREG STANFORD T4 RENEWAL	38305	3/8/2022	155.00
	WATER SYSTEM ANNUAL FEES 070121-063022	38320	3/9/2022	24,893.13
	WATER SYSTEM ANNUAL FEES 070121-063022	38320	3/9/2022	(24,893.13)
	RENEWAL OF D4 LICENSE - BRIAN KING	38368	3/18/2022	105.00
STRADLING, YOCCA, CARLSON & RAUTH				395.00
	LEGAL SERVICES - JANUARY	38279	3/2/2022	118.50
	LEGAL SERVICES - FEBRUARY	APA000016	3/30/2022	276.50
SUN COAST RENTALS INC				976.38
	PUMP RENTAL	38352	3/15/2022	117.15
	PROJ A-88 7TH & ASH VALVE REPLACEMENT	38352	3/15/2022	117.15
	TRASH PUMP & HOSE RENTAL	APA000049	4/13/2022	242.65
	SUPPLIES	APA000049	4/13/2022	128.70
	REPAIR TRASH PUMP	APA000049	4/13/2022	57.23
	WEED ABATEMENT FOOTHILL RESERVOIR	APA000049	4/13/2022	313.50
SUNBELT RENTALS INC				1,077.49
	CUTOFF SAW	38353	3/15/2022	1,077.49
SWRCB ACCOUNTING OFFICE				24,893.13
	WATER SYSTEM ANNUAL FEES 070121 - 063022	38354	3/15/2022	24,893.13
T & T TRUCK & CRANE SERVICE				2,562.39
	ASHPALT DISPOSAL	38280	3/2/2022	727.50
	WASTE DISPOSAL	38355	3/15/2022	774.39
	ASPHALT DISPOSAL	APA000050	4/13/2022	220.00
	LARGE TRASH DISPOSAL	APA000050	4/13/2022	403.00
	ASPHALT DISPOSAL	APA000050	4/13/2022	437.50
TAFT ELECTRIC COMPANY				4,500.00
	ANNUAL PM & THERMAL IMAGING OF ALL MCC'S	APA000051	4/13/2022	4,500.00
TECHNIQUE DATA SYSTEMS				892.00
	2 YR RENEWAL - REMIT CHECK SCANNER 050122-043024	APA000017	3/30/2022	892.00
TOTAL BARRICADE SERVICE INC.				17,377.00
	TRAFFIC CONTROL PROJ A88	38316	3/9/2022	3,641.00
	TRAFFIC CONTROL PROJ A88	38316	3/9/2022	2,148.00
	PROJ C-122 TRAFFIC CONTROL	38356	3/15/2022	1,437.00
	PROJ C-122 TRAFFIC CONTROL	38356	3/15/2022	997.00
	PROJ A88 TRAFFIC CONTROL	38356	3/15/2022	1,792.00
	PROJECT C-99	38356	3/15/2022	1,371.00
	PROJECT A88	38356	3/15/2022	1,797.00
	PROJECT A88	38356	3/15/2022	2,397.00
	PROJECT A88	38356	3/15/2022	1,797.00
UNDERGROUND SERVICE				201.50
	57 NEW TICKET - MARCH	38317	3/9/2022	104.05
	53 NEW TICKET CHARGES - APRIL	APA000026	4/6/2022	97.45

Vendor	Description	Payment Number	Payment Date	Payment
UNION BANK				99,736.03
	FICA PR	DFT0001047	2/18/2022	9,473.46
	FEDERAL W/H	DFT0001047	2/18/2022	7,619.16
	MEDICARE W/H	DFT0001047	2/18/2022	2,215.58
	FICA PR	DFT0001051	3/4/2022	10,326.64
	FEDERAL W/H	DFT0001051	3/4/2022	8,372.45
	MEDICARE W/H	DFT0001051	3/4/2022	2,415.10
	FICA PR	DFT0001052	3/18/2022	9,514.98
	FEDERAL W/H	DFT0001052	3/18/2022	7,960.72
	MEDICARE W/H	DFT0001052	3/18/2022	2,225.24
	FICA PR	DFT0001060	4/1/2022	9,584.36
	FEDERAL W/H	DFT0001060	4/1/2022	7,769.31
	MEDICARE W/H	DFT0001060	4/1/2022	2,241.50
	FICA PR	DFT0001064	4/15/2022	9,515.68
	FEDERAL W/H	DFT0001064	4/15/2022	8,276.41
	MEDICARE W/H	DFT0001064	4/15/2022	2,225.44
UNUM LIFE INSURANCE COMPANY				634.99
	LIFE INSURANCE - APRIL	APA000003	3/17/2022	634.99
URSULA SANTANA				68.22
	REIMBURSEMENT FOR BOARD MTG 020922	38297	3/3/2022	68.22
UTILITY SERVICE CO, INC				10,803.84
	SM TANK MAINT CONTRACT	38357	3/15/2022	10,803.84
	SM TANK MAINT CONTRACT	38357	3/15/2022	(10,803.84)
	SM TANK MAINT CONTRACT	38393	4/5/2022	10,803.84
VENTURA FEED & PET SUPPLIES, INC.				180.00
	VOUCHER #231- SAFETY TOE FOOTWEAR	38358	3/15/2022	180.00
VERIZON WIRELESS				639.04
	CREW CELL PHONES - FEBRUARY	38306	3/8/2022	319.52
	CREW CELL PHONES - MARCH	38409	4/8/2022	319.52
VULCAN MATERIALS COMPANY				4,326.92
	PAVING	38281	3/2/2022	692.11
	PAVING	38281	3/2/2022	676.93
	PAVING	38359	3/15/2022	673.36
	PAVING	APA000052	4/13/2022	859.07
	PAVING 011922	APA000052	4/13/2022	250.00
	PAVING	APA000052	4/13/2022	1,175.45
W. W. GRAINGER, INC.				2,497.35
	SUPPLIES AND SAFETY GLASSES	38360	3/15/2022	499.35
	FACE MASKS - COVID	38360	3/15/2022	347.23
	FACE MASKS - COVID	38360	3/15/2022	186.96
	SAMPLE PUMP FOR CARP RESERVOIR	APA000053	4/13/2022	303.39
	SUPPLIES	APA000053	4/13/2022	1,160.42
WAGE WORKS DISBURSEMENTS				1,111.01
	WAGEWORKS EMPLOYEE DISB	DFT0001068	4/1/2022	1,111.01
WAGEWORKS INC				374.00
	WAGEWORKS ADMIN FEE	DFT0001070	2/17/2022	66.00
	WAGEWORKS ADMIN FEE	DFT0001069	2/23/2022	100.00
	MONTHLY ADMIN/COMPLIANCE FEE - FEBRUARY	38282	3/2/2022	104.00
	MONTHLY ADMIN/COMPLIANCE FEE - MARCH	APA000018	3/30/2022	104.00
WATERS CARDENAS LAND SURVEYING LLP				3,720.00
	WC-22-1098 - SMILLIE WELL	38283	3/2/2022	3,720.00
WEST COAST TELCOM PRODUCTS, INC				1,098.18
	MINOR TOOLS	38253	2/22/2022	1,098.18
WOODARD & CURRAN INC				54,603.48
	CAPP - NOVEMBER SERVICES	38284	3/2/2022	8,951.23
	CAPP - DECEMBER SERVICES	38284	3/2/2022	11,136.50
	CAPP - FEBRUARY SERVICES	38318	3/9/2022	3,875.00
	CAPP - MARCH	38392	4/5/2022	30,640.75
			Report Total: \$	1,836,771.86

Vendor	Description	Payment Number	Payment Date	Payment
Carpinteria Groundwater Sustainability Agency - Account Check Report				
BARTLETT, PRINGLE & WOLF, LLP				\$ 3,014.50
	AUDIT SERVICES - CGSA - JUNE 30 2021 AUDIT	1016	3/8/2022	3,014.50
FRUIT GROWERS LABORATORY, INC				\$ 718.00
	AB3030 - INORGANIC ANALYSIS	1019	3/31/2022	178.00
	GSA - SENTRY WELL - INORGANIC ANALYSIS	1019	3/31/2022	540.00
PACIFIC SURVEYS, LLC				\$ 1,841.60
	GSA - SENTRY WELL - 021622	1014	3/2/2022	1,841.60
PUEBLO WATER RESOURCES, INC				\$ 2,420.00
	GSA - WY2021 WATER BUDGET UPDATE - JANUARY	1017	3/15/2022	2,420.00
RAFTELIS				\$ 5,610.00
	GSA FEE STUDY - JANUARY	1015	3/2/2022	2,655.00
	GSA FEE STUDY - NOVEMBER 2021	1018	3/29/2022	495.00
	GSA FEE STUDY - FEBRUARY	1020	3/31/2022	2,460.00
				\$ 13,604.10
Rancho Monte Alegre - Account Check Report				
FLOWERS & ASSOCIATES, INC				\$ 22,776.90
	RMA BRIDGE REPLACEMENT - DECEMBER	1089	2/23/2022	14,017.75
	RMA LOWER WATER SYSTEM - JANUARY	1091	3/2/2022	6,064.25
	RMA BRIDGE REPLACEMENT - CK REISSUE 102921	1092	3/24/2022	412.00
	RMA BRIDGE REPLACEMENT - FEBRUARY	1094	3/31/2022	2,282.90
PADRE ASSOCIATES, INC				\$ 162.50
	RMA PROJECT - ENVIRONMENTAL SERVICES - JANUARY	1090	3/2/2022	162.50
STANTEC CONSULTING SERVICES, INC				\$ 2,457.00
	RMA - SANTA MONICA CREEK PROJ C101- 052121	1093	3/29/2022	2,457.00
				\$ 25,396.40
Reserves				
LOCAL AGENCY INVESTMENT FUND				\$ 2,000,000.00
	RESERVES TRANSFER	DFT0001073	4/15/2022	2,000,000.00



Carpinteria Valley Water District

1301 Santa Ynez Avenue • Carpinteria, CA 93013
Phone (805) 684-2816

BOARD OF DIRECTORS

Case Van Wingerden
President
Kenneth Stendell
Vice President
Polly Holcombe
Shirley L. Johnson
Matthew Roberts

To: CVWD Board of Directors

From: Bob McDonald, General Manager

Date: April 27th, 2022

GENERAL MANAGER

Robert McDonald, P.E. MPA

For Consideration: Update on CAPP funding

Background

On June 27th, 2018 The Board approved a series of proposals from a CAPP preliminary design team to complete preliminary design, CEQA, Discharge & Title 22 permitting, outreach and funding analysis. Design Team firms and approved budget are shown below along with subsequent scopes to keep the project moving.

CAPP Project Spending					
Vendor		Approved Contract (\$)	(\$ Expended)	Remaining Balance	% Comp
Woodard & Curran	Prelim Design	\$ 1,431,700.00	\$ 1,417,383.00	\$ 14,317.00	99%
Pueblo	Prelim Design	\$ 117,271.00	\$ 97,334.93	\$ 19,936.07	83%
Katz and Associates	Outreach	\$ 142,060.00	\$ 133,536.40	\$ 8,523.60	94%
Dudek	HMGP Grant App	\$ 30,000.00	\$ 30,000.00	\$ -	100%
Raftelis	Funding ansils	\$ 9,000.00	\$ 9,000.00	\$ -	100%
MNS	Title XVI Grant App	\$ 45,580.00	\$ 45,580.00	\$ -	100%
Montgomery	Seawater intrusion & Capp	\$ 27,552.00	\$ 27,552.00	\$ -	100%
Mcubed	Economic benefits	\$ 28,000.00	\$ 28,000.00	\$ -	100%
W&C	Title XIV	\$ 31,751.00	\$ 31,751.00	\$ -	100%
W&C	Easement Support	\$ 19,852.00	\$ 4,963.00	\$ 14,889.00	25%
Misc	Printing, Mailing mtgs etc		\$ 40,638.00		
		\$ 1,882,766.00	\$ 1,865,738.33	\$ 57,665.67	97%

The CEQA document (EIR) work was completed and the Preliminary Design Report (PDR) was completed by Woodard and Curran in 2019. Since then the team has been focused on two elements of work, permitting and funding. Permitting is in progress and is expected to be close to completion in the next 6 months. The RWQCB discharge permit will need to be completed after a monitoring well is installed at El Carro Park later this year or early next year. The Title 22 report is expected to be completed shortly. On the Funding front focus has been on acquiring

the Clean Water State Revolving Fund (CWSRF) low interest loan and USBR Title XVI grant funding opportunities.

Analysis

The District assembled a Clean Water State Revolving Fund (CWSRF) loan application and submitted it in December of 2019 to the State Water Resources Control Board (SWRCB). Initially the CAPP was approved for only partial funding under the program but in 2021 the SWRCB announced that it would fund all projects on its fundable list at 100%. This means that the total estimated costs including design through construction, now estimated to be \$38M will be covered by the CWSRF loan. It has been a goal of the District to acquire 50% of total project cost from grant funding from sources including State and Federal funding programs. The District will be asked by the SWRCB to enter into a funding agreement in the next few months in order to appropriate the money for the project. This contract will commit the District to complete the CAPP or pay back any money received from the CWSRF. CWSRF funding is important because it will allow the District to continue through with final design of the project. The final design phase will be on the order of \$2.5M and should begin by the end of this year. Completing the final design will give much better visibility to the potential construction costs as well as give the District a better chance when competing for grant program dollars.

Grant funds currently being sought for funding CAPP include Title 16, a Federal funding program for Reuse projects. The 2022 funding program opened for applications early in the year and closed on March 15 ,2022. The District submitted its application and is currently awaiting the results of USBRs review . This program will cover up to 25% of eligible costs. For the CAPP that is equal to approximately \$8.5 M. The Title 16 funding program is an important part of the CAPP funding strategy. Another grant opportunity being investigated is the Integrated Regional Water Management Grant Round 2. This program has about \$1M available for Round 2 which CVWD intends to apply for.

Recommendation:

This is for information and discussion only.

CENTRAL COAST WATER AUTHORITY

2022 SUPPLEMENTAL WATER PURCHASE PROGRAM

PURCHASE AGREEMENT
re. Casitas Municipal Water District

This Supplemental Water Purchase Program Purchase Agreement (“**Agreement**”) is made as of April 12, 2022 by

CENTRAL COAST WATER AUTHORITY (“**CCWA**”)

and

CARPINTERIA VALLEY WATER DISTRICT (“**Contractor**”) (each, a “**Party**,” and together, the “**Parties**”).

RECITALS

A. Pursuant to the Transfer of Financial Responsibility Agreement, the Santa Barbara County Flood Control and Water Conservation District (“**SBCFCWCD**”) transferred to CCWA, and CCWA accepted and assumed, all rights and obligations to the State Water Supply Contract between SBCFCWCD and the Department of Water Resources (“**DWR**”) that provides for the delivery of water from California’s State Water Project to portions of Santa Barbara County.

B. Additionally, CCWA owns, operates and maintains water conveyance, storage and treatment facilities to deliver water made available to CCWA pursuant to the State Water Supply Contract to cities, water districts and other water purveyors and users in portions of Santa Barbara County pursuant to one or more water supply agreements (collectively, the “**CCWA Participants**”).

C. CCWA and Contractor are parties to a Water Supply Agreement, as amended from time to time, related to the matters described in Recitals A and B.

D. Due to persistent drought conditions, it is anticipated that the State Water Project will be unable to deliver to CCWA the quantity of water needed by CCWA for delivery to the CCWA Participants. Accordingly, CCWA implemented the 2022 Supplemental Water Purchase Program.

E. CCWA and Contractor entered into a 2022 Supplemental Water Purchase Program Participation Agreement (“**Participation Agreement**”). Pursuant to Contractor’s Participation Agreement, CCWA has identified an opportunity to purchase a source of supply from Casitas Municipal Water District (“**Seller**”) to supplement the supply provided for in Contractor’s Water Supply Agreement (“**Supplemental Water**”) on behalf of Contractor and Contractor has determined to participate in the purchase of Supplemental Water and has submitted to CCWA a Statement of Intent (as that term is defined in the Participation Agreement) related thereto. All references to the “purchase” of water herein include both transfers of water and exchanges of water.

F. The Parties anticipate that one or more other CCWA Participants, having also submitted a Statement of Intent pursuant to a Participation Agreement with CCWA, have or will elect to participate in the purchase of Supplemental Water and have or will execute a Purchase Agreement in substantially the same form as this Agreement for that purpose. Contractor and these other participating CCWA Participants are collectively referred to herein as “**Purchase Contractors**.”

G. The Parties anticipate that numerous approvals will be required to effectuate CCWA’s acquisition of Supplemental Water from Seller and delivery to Contractor (the “**Transfer/Exchange**”), including DWR’s approval of the Transfer/Exchange in the form of a contract (“**DWR Approval Agreement**”), and that the DWR Approval Agreement will require that SBCFCWCD, as party to the State Water Contract, execute the DWR Approval Agreement on behalf of CCWA and further, that as a condition precedent to executing the DWR Approval

Agreement, SBCFCWCD will require CCWA to enter into an SBCFCWCD Agreement, as this term is defined in Paragraph 4.3 of this Agreement, to indemnify and release the SBCFCWCD from any liabilities arising from or related to the Transfer/Exchange.

H. The Parties desire to enter into this Agreement to set forth the rights, responsibilities and obligations of the Parties as it relates to the proposed Transfer/Exchange.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual representations, warranties, covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follow:

AGREEMENT

1. Purpose and Intent. The purpose of this Agreement is to provide for CCWA's acquisition and delivery of Supplemental Water on behalf of Contractor in exchange for Contractor's payment of its pro-rata share of CCWA's Total Expenses, as that term is defined in Paragraph 5.3, and assumption of all liability arising out of and associated with such activities, should CCWA's Board of Directors approve the Transfer/Exchange. It is the intention of the Parties that neither CCWA, nor any CCWA Participant that is not a Purchase Contractor shall incur any expense or liability related to or arising under this Agreement or the related Transfer/Exchange.

2. Compliance with all Laws. The Parties' respective obligations pursuant to this Agreement are contingent upon compliance with all applicable laws and legal requirements associated with the Transfer/Exchange, including but not limited to the California Environmental Quality Act (Pub. Res. Code, § 21000 et seq.) ("**CEQA**"), and securing any required consents, approvals, permits or orders necessary to effectuate the Transfer/Exchange. Contractor acknowledges that CCWA retains sole and absolute discretion with respect to whether to approve or not approve the Transfer/Exchange. CCWA is not restricted from considering any feasible mitigation measures and alternatives, including not approving the Transfer/Exchange.

3. Acquisition, Delivery, Acceptance and Assumption

3.1 CCWA agrees to acquire and deliver to Contractor, and Contractor agrees to purchase and accept delivery of, Supplemental Water to be provided to CCWA by Seller pursuant to, and subject to the terms and conditions of (a) the proposed agreement between CCWA and Seller ("**Transfer/Exchange Agreement**"), a copy of which is attached hereto as **Exhibit A**, and (b) the DWR Approval Agreement. The quantity of Supplemental Water being purchased by CCWA for Contractor ("**Purchase Amount**") shall be as stated in the table attached hereto as **Exhibit B** and incorporated herein.

4. Procedure and Conditions

4.1 CCWA's Board of Directors will hold a regular meeting to consider whether to approve or deny the Transfer/Exchange Agreement by adopting a resolution or other appropriate document in compliance with the State Water Contract and all applicable laws and authorizing the CCWA Executive Director to execute all agreements necessary to effectuate the Transfer/Exchange, as further provided in this Paragraph 4.

4.2 CCWA's Board of Directors' consideration of the Transfer/Exchange Agreement is expressly conditioned upon, and subject to, all of the following:

4.2.1 CCWA, acting in its sole and absolute discretion, shall comply with CEQA and all other applicable laws.

4.2.2 Contractor shall have delivered the deposit and all other payments due to CCWA pursuant to this Agreement and shall not be in default of this Agreement or Contractor's Participation Agreement.

4.2.3 Contractor shall have certified by resolution or other appropriate document all of the matters set forth in this Paragraph 4.2.3 and delivered said certification to CCWA.

a. Contractor has complied with all applicable laws, including as applicable, CEQA.

b. Contractor has provided any required notices to public agencies and the public.

c. Contractor is informed and believes that the Transfer/Exchange will not harm other CCWA Participants or State Water Contractors.

d. Contractor is informed and believes that the Transfer/Exchange will not adversely impact CCWA or State Water Project operations.

e. Contractor is informed and believes that the Transfer/Exchange will not affect its ability to make all payments, including payments when due under the Water Supply Agreement and this Agreement.

f. Contractor has considered the potential impacts of the Transfer/Exchange within its service area.

4.1 CCWA Execution of Transfer/Exchange Agreement. In the event CCWA's Board of Directors approves the Transfer/Exchange, CCWA's Executive Director will endeavor to timely execute the Transfer/Exchange Agreement.

4.2 Review of DWR Approval Agreement. Upon receipt of the proposed DWR Approval Agreement for the Transfer/Exchange, CCWA will endeavor to timely deliver the DWR Approval Agreement to Contractor for Contractor's review and approval of the terms and conditions of the Transfer/Exchange. In turn, Contractor will timely notify CCWA whether Contractor agrees to the terms and conditions of the Transfer/Exchange as set forth in the DWR Approval Agreement.

4.3 SBCFCWCD Agreement As may be required to obtain the SBCFCWCD's execution of any DWR Approval Agreement, Contractor requests that CCWA agree to indemnify SBCFCWCD by executing an Assignment, Assumption and Indemnification Agreement in the form attached hereto as **Exhibit C ("SBCFCWCD Agreement")**. Upon CCWA's execution of the SBCFCWCD Agreement, as provided in this Paragraph 4.3, the Parties agree and acknowledge that Contractor agrees to and shall be bound to CCWA under the terms of the SBCFCWCD Agreement, just as CCWA is bound to SBCFCWCD by the terms of the SBCFCWCD Agreement. Contractor also shall be bound to CCWA under the terms of any other commitments by CCWA in connection with the Transfer/Exchange, just as CCWA is bound under said commitments.

4.3.2 Upon receipt of Contractor's notice that it agrees to the terms and conditions of the Transfer/Exchange as set forth in the DWR Approval Agreement, and provided that Contractor has satisfied all obligations and conditions precedent set forth in this Agreement, and further provided that CCWA's Board of Directors has approved the Transfer/Exchange, CCWA's Executive Director will endeavor to timely execute and deliver the SBCFCWCD Agreement to SBCFCWCD and request SBCFCWCD's execution of the DWR Approval Agreement on behalf of CCWA.

4.4 Delivery. In the event DWR approves the Transfer/Exchange pursuant to the terms and conditions of the State Water Contract and all contracting parties to the DWR Approval Agreement execute the DWR Approval Agreement, CCWA shall coordinate with DWR and arrange for delivery of the Supplemental Water to Contractor pursuant to the terms and conditions of the DWR Approval Agreement and Contractor's Water Supply Agreement. In the event of a conflict between this Agreement and the Water Supply Agreement, the terms and conditions of this Agreement shall prevail.

4.5 Failure of Conditions. In the event DWR approval is not obtained, or all contracting parties to the DWR Approval Agreement fail to execute the DWR Approval Agreement, CCWA may terminate this Agreement as provided in Paragraph 11.2.

5. Allocation of Costs; Deposit; Contractor Payment

5.1 Contractor shall pay to CCWA Contractor's pro-rata share of CCWA's Total Expenses (as defined in Paragraph 5.3), which pro-rata share shall be equal to Contractor's Purchase Amount divided by the sum of such quantities for all Purchase Contractors, as stated in Exhibit B.

5.2 For Total Expenses arising from services that are of benefit to only one Purchase Contractor, that Purchase Contractor shall pay for the Total Expenses related to said services.

5.3 **“Total Expenses”** shall include (i) all payments made by CCWA to Seller pursuant to the Transfer/Exchange Agreement (**“Transfer/Exchange Agreement Expenses”**), and (ii) all out-of-pocket expenditures made by CCWA pursuant to this Agreement (**“CCWA Administrative Expenses”**). CCWA Administrative Expenses shall include, but not be limited to, consultant and legal expenses, any expenses associated with CCWA’s compliance with CEQA, any expenses associated with securing any required approvals, any expenses incurred by CCWA in defense of this Agreement, and any other costs related to or arising under this Agreement.

5.4 Deposit. Prior to execution of this Agreement, CCWA prepared and delivered to Contractor an estimate of the Contractor’s anticipated financial obligations hereunder with respect to the Transfer/Exchange. Concurrently with execution of this Agreement, Contractor shall place on deposit with CCWA the amount stated in the estimate.

5.5 Invoices and Payments. In the event CCWA reasonably determines that the deposit paid by Contractor to CCWA pursuant to Paragraph 5.4 will be insufficient to cover Contractor’s financial obligations hereunder, CCWA is authorized to deliver to the Contractor a revised estimate of those financial obligations and an invoice for an additional deposit. Contractor shall remit the amount stated in the invoice within thirty (30) days of receipt.

5.6 Reconciliation. Upon termination of this Agreement, CCWA shall provide to Contractor an accounting of the actual amounts Contractor is obligated to pay hereunder. Any overpayment by Contractor shall be promptly refunded by CCWA and any underpayment by Contractor shall be promptly paid to CCWA. For clarity, in the event that (i) the conditions precedent set forth in Paragraph 4.2 are not satisfied, and/or (ii) CCWA approval or any other approval required by the Transfer/Exchange is not received, CCWA shall only be obligated to refund Contractor’s deposit of its Transfer/Exchange Agreement Expenses. CCWA shall not be obligated to refund Contractor’s pro-rata share of incurred CCWA Administrative Expenses.

6. Cooperation; Purchase Contractor’s Representative; Coordination Among Purchase Contractors

6.1 Cooperation. Contractor acknowledges that CCWA’s ability to purchase and deliver Supplemental Water to Contractor, as provided in this Agreement, requires Contractor’s cooperation. Contractor shall reasonably cooperate with CCWA, at CCWA’s request, in all ways as may be necessary to carry out the terms and conditions of this Agreement.

6.2 Contractor’s Representative. Upon Contractor’s execution of this Agreement, Contractor shall provide to CCWA a written Designation of Representative, in a form approved by CCWA, identifying Contractor’s authorized representative with full authority to grant, provide and enter into, by and on behalf of Contractor, any and all consents, approvals, instructions, authorizations or agreements by Contractor in connection with this Agreement (collectively, **“Contractor Directions”**). CCWA shall be entitled to rely upon, without inquiry, the full authority of Contractor’s designated representative. Without limiting the foregoing, Contractor’s representative shall be solely responsible for requesting and obtaining in advance any special or further authorizations on behalf of Contractor that may be necessary in connection with any Contractor Direction given to CCWA hereunder and CCWA may assume, without further inquiry, that all such authorizations have been obtained. Contractor may designate a different individual as its representative in connection with this Agreement at any time by providing written notice to CCWA pursuant to this Paragraph.

6.3 Coordination Among Purchase Contractors. If there is more than one Purchase Contractor, a committee shall be created with each Purchase Contractor’s designated representative as stated in Paragraph 6.2 (the **“Committee”**). The Committee shall be authorized to advise CCWA with respect to CCWA’s duties under this Agreement, and to perform such other functions as the Purchase Contractors shall deem appropriate. Each member of the Committee shall have a weighted vote corresponding to the particular Purchase Contractor’s Purchase Amount. A quorum shall consist of those members of the Committee holding at least 50% of the voting percentages. Committee decisions shall be made by the following vote:

6.3.1 If the Committee has two members, a majority of the voting percentages shall be necessary to adopt a motion.

6.3.2 If the Committee has three or more members, sixty percent (60%) of the voting percentages, plus the affirmative vote of at least two members, shall be necessary to adopt a motion.

7. Obligation in the Event of Default

7.1 Written Demand Upon Failure to Make Payment or Perform Obligation. Upon Contractor's failure to make any payment in full when due under this Agreement or to perform any other obligation hereunder, CCWA shall make written demand upon Contractor, and if such failure is not remedied within thirty (30) days from the date of such demand, such failure shall constitute a default. CCWA shall also provide a copy of the notice of such demand to each Purchase Contractor. Upon failure of CCWA to perform any obligation of CCWA hereunder, Contractor shall make written demand upon CCWA, and if said failure is not remedied within thirty (30) days from the date of such demand, such failure shall constitute a default. Contractor shall also provide a copy of the notice of such demand to each Purchase Contractor.

7.2 Failure to Make Payment. Upon Contractor's failure to make any payment, which failure constitutes a default under this Agreement or any other agreement related to this Agreement to which CCWA is a party, CCWA may terminate this Agreement as provided in Paragraph 11.2.

7.3 Increase in Non-defaulting Contractor Costs. Upon the failure of any Purchase Contractor to make any payment under its respective Purchase Agreement, the pro-rata share of each non-defaulting Purchase Contractor shall be automatically increased (pro rata with the other non-defaulting Purchase Contractors) for the remaining term of the non-defaulting Contractor's Agreement to Purchase. Contractor acknowledges and agrees that Contractor's pro rata share of Total Expenses may increase as a result of a default by another Purchase Contractor.

7.4 Right of Recovery from Defaulting Purchase Contractor. If a Purchase Contractor shall fail or refuse to pay any amounts due to CCWA under its respective Purchase Agreement, the non-defaulting Purchase Contractors' increased obligations to make such payments shall not relieve the defaulting Purchase Contractor of its liability for such payments. Each non-defaulting Purchase Contractor shall have a right of recovery from the defaulting Purchase Contractor to the extent of such non-defaulting Purchase Contractor's respective increase in obligation caused by the defaulting Purchase Contractor. Any amounts received by CCWA from the defaulting Purchase Contractor for costs that were previously paid by a non-defaulting Purchase Contractor pursuant to Paragraph 7.3, shall be reimbursed by CCWA to the non-defaulting Purchase Contractor.

7.5 Transfer of Defaulting Contractor's Account. Upon the failure of any Purchase Contractor to make any payment which failure constitutes an uncured default under its respective Purchase Agreement, CCWA shall use its best efforts to transfer all or a portion of the Supplemental Water to which the defaulting Purchase Contractor is entitled for all or a portion of the remainder of the term of this Agreement to the non-defaulting Purchase Contractors on a pro rata basis. Notwithstanding that all or any portion of a defaulting Purchase Contractor's Supplemental Water is so transferred, any and all defaulting Purchase Contractors shall remain liable to CCWA and/or to any and all non-defaulting Purchase Contractors to pay the full amount of their costs in accordance with their respective Purchase Agreements as if such transfer has not been made.

8. Disclaimer of Liability

8.1 Contractor acknowledges and agrees that CCWA is in good faith facilitating the Transfer/Exchange on behalf of Contractor and the other Purchase Contractors, in exchange for the Purchase Contractors' full reimbursement of CCWA's Total Expenses and full assumption of CCWA's liabilities related to or arising out of this Agreement and any related agreements pertaining to the Transfer/Exchange. As a result, it is the intent and agreement of the Contractor and CCWA that CCWA shall not incur any liability for such assistance to Contractor for any cause, except for CCWA's sole negligence, willful misconduct, or breach of contract.

8.2 To the maximum extent permitted by law, neither CCWA, nor any of its elected officials, officers, agents, employees, consultants, or attorneys, nor any of the CCWA Participants who are not also Purchase Contractors, shall be liable to Contractor pursuant to this Agreement or otherwise for any claims, liabilities, damages, losses, actions, penalties, proceedings, or expenses in the event any condition precedent to this Agreement is not satisfied, any approval required to permit the Transfer/Exchange is not obtained or is conditioned in any manner that is not acceptable to Contractor, or Supplemental Water is not delivered to CCWA, or CCWA is unable to deliver the Supplemental Water to Contractor for any reason, except for CCWA's sole negligence, willful misconduct, or breach of contract.

9. Indemnification and Defense

9.1 Indemnification. Contractor ("**Indemnifying Party**") agrees to indemnify, defend, protect and hold harmless CCWA and its officers, directors, employees, agents, consultants and attorneys and CCWA Participants who are not also Purchase Contractors (each an "**Indemnified Party**" and collectively, the "**Indemnified Parties**") from and against any and all claims, actions, liabilities, damages, losses and expenses, including attorneys', paralegals', consultants', and experts' fees, costs and expenses, arising from or relating to this Agreement and any related agreements pertaining to the Transfer/Exchange, whether claims, actions, liabilities, damages, losses or expenses arise prior to or following termination or expiration of this Agreement, except to the extent any liability, loss, cost or expense is caused by the Indemnified Party's sole negligence, willful misconduct, or breach of contract.

9.2 Defense of Action. If requested by the Indemnified Party, the Indemnifying Party shall assume on behalf of the Indemnified Party, and conduct with due diligence and in good faith, the defense of such Indemnified Party with counsel reasonably satisfactory to the Indemnified Party; provided, however, that if the Indemnifying Party is a defendant in any such action and the Indemnified Party reasonably believes that there may be legal defenses available to it that are inconsistent with those available to the Indemnifying Party, the Indemnified Party shall have the right to select separate counsel to participate in its defense of such action at the Indemnifying Party's expense. If any claim, action, proceeding or investigation arises as to which the indemnity provided for in Paragraph 9.1 applies, and the Indemnifying Party fails to assume the defense of such claim, action, proceeding or investigation after having been requested to do so by the Indemnified Party, then the Indemnified Party may, at the Indemnifying Party's expense, contest or, with the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, settle such claim, action, proceeding or investigation. All costs and expenses incurred by the Indemnified Party in connection with any such contest or settlement shall be paid upon demand by the Indemnifying Party.

10. Remedies

10.1 If either Party does not timely perform its obligations pursuant to this Agreement, CCWA shall be entitled to proceed to protect and enforce its rights as provided in this Agreement by such appropriate judicial proceedings as said Party may shall deem most effectual, either by suit in equity or by action at law, whether for the specific performance of any covenant or agreement contained herein or to enforce any other legal or equitable right vested by this Agreement or by law. The provisions of this Agreement and the duties of each Party and of its elected officials, officers, agents, or employees shall be enforceable by CCWA by mandamus or other appropriate suit, action, or proceeding in any court of competent jurisdiction.

10.2 The Parties agree that in the event of a Default or breach of this Agreement, the other Party shall have all remedies in law or equity available to them, including specific performance and termination of this Agreement, and no remedy or election shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

11. Term; Termination

11.1 Except as otherwise provided in this Agreement, the term of this Agreement shall commence on the last date this Agreement is executed by both Parties ("**Effective Date**"), and shall continue until the termination of the DWR Approval Agreement, or until Contractor's final payment to CCWA of all costs attributable to this Agreement, whichever is later.

11.2 In the event any of the conditions required by this Agreement are not satisfied, CCWA may terminate this Agreement with notice to Contractor.

11.3 In the event Contractor fails to make any payment required by this Agreement, CCWA may terminate this Agreement with notice to Contractor.

11.4 This Agreement may be terminated by CCWA at any time, provided all Purchase Contractors agree in writing thereto.

11.5 Notwithstanding any provision in this Agreement to the contrary, the payment obligations of Contractor to CCWA under this Agreement shall continue in full force and effect and the obligations set forth in Paragraphs 4.3, 7, 8, 9, and 10 shall survive in full force and effect until the expiration of the applicable statute of limitations, or any claim or litigation concerning this Agreement within the applicable statute of limitations is finally resolved, whichever occurs later.

12. General Provisions

12.1 Assignability. This Agreement shall not be assigned by Contractor without the prior written consent of CCWA, which consent shall not be unreasonably withheld. Any attempted assignment without the prior written approval of CCWA shall be void.

12.2 Attorneys' Fees. In any action to enforce or interpret this Agreement, the prevailing party shall recover from the non-prevailing party, in addition to any damages, injunctive or other relief, all costs (whether or not allowable as "cost" items by law) reasonably incurred by the prevailing party at, before and after trial or on appeal, or in any bankruptcy proceeding, including attorneys' and witness (expert and otherwise) fees, deposition costs, copying charges and other expenses.

12.3 Construction. The provisions of this Agreement should be liberally construed to effectuate its purposes. The language of all parts of this Agreement shall be construed simply according to its plain meaning. Any rule of contract interpretation to the effect that ambiguities or uncertainties are to be interpreted against the drafting party or the party who caused it to exist shall not be employed in the interpretation of this Agreement or any document executed in connection herewith, as each party has participated in the drafting of this document and had the opportunity to have their legal counsel review it. The Recitals to this Agreement are incorporated herein and made a part hereof by this reference. The headings in this Agreement are for convenience of reference only and shall not be used in construing this Agreement. The defined terms in this Agreement shall apply equally to both the singular and the plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The terms "person" and "party" include individuals, corporations, partnerships, trust, and other entities and associations. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

12.4 Counterparts; Delivery by Email. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same document. The signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Any Party may deliver its signed counterpart of the Agreement to the other Party by email, and such delivery shall be deemed made and completed upon receipt of such email transmission by the other Party. Any Party delivering a signed counterpart by email agrees to promptly send the counterpart bearing its original signature to the other Party; provided that a delay or failure to do so shall not negate the effectiveness of the delivery made by the email transmission.

12.5 Due Authority. Each Party hereby represents and warrants that the individual(s) executing this Agreement are expressly authorized to do so on behalf of such Party and to bind that party to perform all acts required by this Agreement, and that the consent, approval, or execution of or by any additional person or party is not required to legally bind that party to the terms and conditions of this Agreement.

12.6 Entire Agreement; Modification. The making, execution and delivery of this Agreement have not been induced by any representations, statements, warranties or agreements other than those herein expressed. This Agreement constitutes the entire agreement and

understanding of the Parties concerning the subject matter hereof. This Agreement supersedes all prior negotiations, agreements, representation and understandings of the Parties relating to the subject matter hereof, including Participation Agreements from prior years. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both Parties.

12.7 Good Faith. The Parties agree to exercise their best efforts and utmost good faith to effectuate all the terms and conditions of this Agreement and to execute such further instruments and documents as are necessary or appropriate to effectuate all of the terms and conditions of this Agreement.

12.8 Governing Law; Venue. This Agreement and all matters relating to this Agreement shall be governed by the laws of the State of California, without regard to principles of conflicts of laws. Venue for any disputes under this Agreement shall be in Santa Barbara County, California.

12.9 Legal Advice. Each Party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions of this Agreement.

12.10 No Agency. This Agreement shall not create, nor shall it be construed to create, any agency, partnership or similar relationship among the Parties.

12.11 Notices. All notices, approvals, acceptances, requests, demands and other communications required or permitted under this Agreement, to be effective, shall be in writing and shall be delivered, either in person or by email or by Federal Express or other similar overnight delivery service, to the party to whom the notice is directed at the address of such party as follows:

If to Authority:

Central Coast Water CCWA
255 Industrial Way
Buellton, CA 93427
Attn: Ray Stokes, Executive Director
Telephone: (805) 688-2292
Email: RAS@ccwa.com

If to Contractor:

Carpinteria Valley Water District CVWD
1301 Santa Ynez Avenue
Carpinteria, CA 93013
Attn: Robert McDonald, General Manager
Telephone: (805) 684-2816
Email: Bob@cvwd.net

Any communication given by email shall be deemed delivered on such mailing date and any communication given by overnight service shall be deemed delivered one (1) business day after the dispatch date. Either party may change its email and overnight service addresses by giving the other party written notice of its new addresses.

12.12 Severability. If any provision of this Agreement or its application to any party or circumstance is held invalid or unenforceable, then the remainder of this Agreement and the affected provision to the extent it is not so held shall remain valid and enforceable and in full force and effect. The forgoing shall not apply, however, if the invalid or unenforceable provision in question or, as applicable, the portion or application thereof held invalid or unenforceable, is a fundamental and material provision of this Agreement.

12.13 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

12.14 Third Party Beneficiary; Enforcement. The Parties agree that this Agreement is for the benefit of (i) Contractor, (ii) CCWA, (iii) other Purchase Contractors, and (iv) all CCWA Participants, and all of the aforementioned entities and persons shall be entitled to enforce the provisions of this Agreement.

12.15 Time of the Essence. Except as otherwise provided in this Agreement, time is of the essence with respect to this Agreement and the performance of each and every obligation contained in this Agreement.

12.16 Time for Performance. Notwithstanding any provision of this Agreement to the contrary, in the event a Party fails to perform any obligation under this Agreement (other than an obligation to pay money) because of strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, government or judicial actions, inclement weather or other causes beyond its reasonable control, that failure will not constitute a default under this Agreement, and the performance in question will be excused during the period in which the cause for failure continues.

–signatures follow on next page–

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CENTRAL COAST WATER AUTHORITY

CARPINTERIA VALLEY WATER DISTRICT

DocuSigned by:
By: Ray A. Stokes
Name: Ray A. Stokes
Title: Executive Director

By: _____
Name: Robert McDonald
Title: General Manager

Approved as to form:

Approved as to form:

Brownstein Hyatt Farber Schreck
DocuSigned by:
By: Stephanie Osler Hastings
Name: Stephanie Osler Hastings

Myers, Widders, Gibson, Jones & Feingold, LLP
DocuSigned by:
By: Cari Ann Potts
Name: Cari Ann Potts

- Exhibit A:** Transfer/Exchange Agreement between CCWA and Seller
- Exhibit B:** All Purchase Contractors' Purchase Amounts and Share of Total Expenses
- Exhibit C:** Form of SBCFCWCD Agreement

Exhibit A

Transfer/Exchange Agreement between CCWA and Seller



March 15, 2022

Michael L. Flood, General Manager
Casitas Municipal Water District
1055 Ventura Ave.
Oak View, CA 93022

Subject: 2022 Water Transfer Agreement

Dear Mr. Flood,

This letter agreement ("Agreement") documents and confirms the agreement that has been reached between the Central Coast Water Authority, ("CCWA") and Casitas Municipal Water District ("CMWD") for a transfer of water from the State Water Project.

BACKGROUND AND PURPOSE

In Santa Barbara County, CCWA is responsible for the State Water Contract between the Santa Barbara County Flood Control and Water Conservation District (SBCFCWCD) and the Department of Water Resources (DWR). In Ventura County, a portion of the Table A Amount made available by the State Water Contract between the Ventura County Flood Control District (VCFCD) and DWR has been allocated to CMWD.

As of the date of this Agreement, the DWR has approved an allocation of water from the SWP to CCWA and CMWD of 5% of the Table A Amounts set forth in their respective State Water Project Contracts for calendar year 2022. For CCWA, that equals an allocation of 2,274 acre- feet (AF) that CCWA will receive from the SWP in 2022. CCWA's allocation for 2022 is not sufficient to satisfy CCWA's need for imported water in 2022. CMWD has surplus water available to it and has agreed to transfer up to 250 AF of CMWD's 2022 Annual Table A Amount, as that term is defined by the State Water Contract, to CCWA for delivery in 2022, subject to the terms and conditions hereinafter set forth ("Transfer").

TERMS AND CONDITIONS

Condition Precedent

DWR's written approval of the Transfer is a condition precedent to the effectiveness of this Agreement. CCWA and CMWD anticipate that DWR's approval will be provided in the form of a Change in Point of Delivery Agreement ("DWR Approval").

In the event of a conflict between the terms of this Agreement and the DWR Approval, the terms of the DWR Approval shall govern.

Water Transfer to CCWA

CMWD shall make available and CCWA shall take delivery of up to 250 AF of CMWD's Annual Table A Amount in 2022. By March 31, 2022, CMWD shall provide written notice to CCWA of the final quantity of Table A Amount to be made available to

Eric Friedman
Chairman

Ed Andrisek
Vice Chairman

Ray A. Stokes
Executive Director

Brownstein Hyatt
Farber Schreck
General Counsel

Member Agencies

City of Buellton

Carpinteria Valley
Water District

City of Guadalupe

City of Santa Barbara

City of Santa Maria

Goleta Water District

Montecito Water District

Santa Ynez River Water
Conservation District,
Improvement District #1

Associate Member

La Cumbre Mutual
Water Company

255 Industrial Way
Buellton, CA 93427
(805) 688-2292
Fax (805) 686-4700
www.ccwa.com

Michael L. Flood
Page 2 of 4
March 15, 2022

CCWA for delivery in 2022. Within 2 weeks of receiving written notice from CMWD of the total quantity of water made available to CCWA, CCWA shall provide notice to CMWD of the quantity of available water that CCWA would like to receive, up to the total amount made available. The Transfer will occur as provided in the DWR Approval. The point of delivery for the Transfer is Banks Pumping Plant.

Places of Use

The water delivered to CCWA in 2022 pursuant to this Agreement shall be used entirely within CCWA's service area.

Notice of Exemption

Because all of the water delivered to CCWA and to CMWD pursuant to this Agreement will be delivered through existing facilities, without the construction of additional facilities to effect such deliveries, CCWA and CMWD agree that the Transfer described herein constitutes a project that is exempt from CEQA pursuant to Sections 15061(b)(3) and 15301 of the State CEQA Guidelines. Furthermore, the Transfer, which is a temporary water transfer, qualifies for a Statutory Exemption under CEQA as follows: Section 15282 (u) Temporary changes in the point of diversion, place of use, of purpose of use due to a transfer or exchange of water or water rights as set forth in Section 1729 of the Water Code.

CCWA and CMWD each shall file, in their respective counties, a Notice of Exemption for the Transfer with the applicable County Clerk/Recorder.

Pricing and Transaction Costs

CCWA shall pay CMWD a rate of \$700 for every AF of water CCWA agrees to purchase from CMWD pursuant to the Transfer; payment shall be made within 30 days of the invoice date.

Additionally, CCWA shall be responsible for the DWR variable costs for the water delivered to CCWA.

Additionally CCWA shall be responsible for any administrative or other transactional costs charged by DWR for DWR's Approval and for the preparation and processing of such other approvals as may be necessary to affect the Transfer.

Notwithstanding the foregoing, CMWD and CCWA shall each be responsible for their own transaction costs, including but not limited to legal and consulting costs incurred in the preparation, review and implementation of this Agreement, the DWR Approval, and any other documents and approvals that may be required.

Cooperation

CCWA and CMWD each agrees to cooperate with each other to request and obtain the DWR Approval of the Transfer described in this Agreement and with the processing of such other documents and approvals as may be necessary to affect the Transfer described herein.

Michael L. Flood
Page 3 of 4
March 15, 2022

Costs of Defense

In the event of any legal action by a third party to challenge this Agreement and/or the water transfer described herein, CCWA and CMWD agree to cooperate in the defense thereof and to share equally in the costs of such defense, utilizing counsel mutually acceptable to the parties.

Force Majeure

In the event that an unavoidable event renders the performance of this Agreement impossible or infeasible, the parties hereto shall be excused from the performance thereof, with a corresponding refund or adjustment of the payments required herein as may be necessary to achieve financial equity as between the parties for that portion of the Agreement that cannot be performed; provided, however, that CCWA and CMWD shall first coordinate with DWR to determine whether alternate performance may be possible pursuant to an alternate schedule for completion of performance.

Authority

The undersigned representatives of CCWA and CMWD hereby represent that they are authorized to execute the Agreement for the party on whose behalf this Agreement is executed.

Notice

Written notice may be provided by either party to the other by first-class mail, postage prepaid, to the following addresses:

Central Coast Water Authority
255 Industrial Way
Buellton, CA 93427
Attn: Ray A. Stokes, Executive Director

Casitas Municipal Water District
1055 Ventura Ave.
Oak View, CA 93022
Attn: Michael L. Flood, General Manager


If acceptable, sign below acknowledging your agreement to these terms and conditions.

Sincerely,


Ray A. Stokes
Executive Director

Michael L. Flood
Page 4 of 4
March 15, 2022

CASITAS MUNICIPAL WATER DISTRICT

By: 
Michael L. Flood, General Manager

Date: March 18, 2022

Exhibit B

All Purchase Contractors' Purchase Amounts and Share of Total Expenses

Casitas Municipal Water District								
	Delivery Goal (AF)	% Allocation	Estimated Water (AF)	\$	\$/AF	700	Estimated Administrative Fees	Required Deposit (Includes Admin Fees)
La Cumbre Mutual Water Co.	600	11%	28	\$	19,626	\$	561	\$ 20,187
Carpinteria Valley Water District	1,000	19%	47		32,710		935	\$ 33,645
Santa Ynez ID#1 (for City of Solvang)	450	8%	21		14,720		421	\$ 15,140
City of Santa Barbara	2,000	37%	93		65,421		1,869	\$ 67,290
City of Santa Maria	1,300	24%	61		42,523		1,215	\$ 43,738
	5,350	100%	250	\$	175,000	\$	5,000	\$ 180,000

Exhibit C

Form of SBCFCWCD Agreement

ASSIGNMENT, ASSUMPTION, INDEMNIFICATION AND RELEASE AGREEMENT
Casitas Municipal Water District Transfer

THIS RELEASE, ASSUMPTION AND INDEMNIFICATION AGREEMENT (the “**Agreement**”) made as of [DATE], 2022, by and between Santa Barbara County Flood Control and Water Conservation District (the “**District**”) and the Central Coast Water Authority (“**CCWA**”) (each, a “**Party**” and collectively, the “**Parties**”), with reference to the following facts and intentions.

RECITALS:

- A. The District is party to a long-term water supply contract with the Department of Water Resources of the State of California (“**DWR**”) (“**Water Supply Contract**”) that provides for the delivery of water from the State Water Project (“**SWP**”) to Santa Barbara County.
- B. CCWA was formed by individual water providers located in the County of Santa Barbara pursuant to a joint exercise of powers agreement. In 1991, the District and CCWA entered into the Transfer of Financial Responsibility Agreement, which, among other things, obligates CCWA to accept responsibility for all financial obligations of the District under the Water Supply Contract. CCWA contracts with its member agencies and other water users (collectively, “**CCWA Participants**”) for the delivery of SWP to the CCWA Participants.
- C. On March 18, 2022, in light of developing drought conditions throughout California, DWR notified the parties that contract with DWR for SWP water (“**State Water Contractors**”) that SWP deliveries would be reduced to five percent of each State Water Contractor’s annual allocation of the SWP water supply for the upcoming water year.
- D. CCWA, on behalf of several CCWA Participants, currently needs water to supplement its annual SWP water supplies. For that purpose, CCWA seeks to purchase from Casitas Municipal Water District (“**CMWD**”) up to 250 acre-feet (“**AF**”) of the 2022 Annual Table A Amount, as that term is defined in the State Water Contract, allocated to CMWD (“**Transfer**”). CMWD is headquartered in Ventura County and CMWD’s service area is in Ventura County.
- E. For Table A Water delivered to CCWA, CCWA shall pay CMWD a rate of \$700 per AF. Banks Pumping Plant shall be the point of transfer. The water is to be delivered and used entirely within CCWA’s service area by December 31, 2022.
- F. The terms and conditions of the proposed Transfer are described in the 2022 Water Transfer Letter Agreement between CCWA and CMWD (“**Agreement**”), a true and correct copy of which is attached hereto as **Exhibit A** and incorporated

Assignment, Assumption, Indemnification and Release Agreement
 Central Coast Water Authority 2022 Supplemental Water Purchase Program
 Casitas Municipal Water District Transfer

herein by this reference. The terms and conditions of the Transfer are further described in the agreement, **SWPAO # [REDACTED]**, between the District, the Ventura County Flood Control and Water Conservation District on behalf of CMWD, and DWR that provides DWR's approval of the Transfer ("**DWR Agreement**"), a true and correct copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference.

- G. On **[DATE], 2022**, CCWA's Board of Directors adopted Resolution No. **2022-[REDACTED]** approving the Transfer and agreeing to be bound by the DWR Agreement, a true and correct copy of which is attached hereto as **Exhibit C** and incorporated herein by this reference.
- H. On **[DATE], 2022**, in compliance with the California Environmental Quality Act, CCWA's Executive Director filed a Notice of Exemption for the Transfer with the Clerk of the Board in Santa Barbara and Ventura counties and with the State Clearinghouse in conformance with the procedures provided for the filing of such notices in the California Environmental Quality Act (CEQA) and the CEQA Guidelines.
- I. CCWA has requested that the District enter into the DWR Agreement "on behalf of CCWA."
- J. The Parties desire to enter into this Agreement to set forth the rights, responsibilities and obligations of the Parties as it relates to the DWR Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated into the operative provisions of this Agreement by this reference, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Assignment.** Effective as of the effective date of the DWR Agreement, the District does hereby assign, transfer, and set over to CCWA, without recourse and without representation or warranty of any kind, all of the District's right, title and interest in, to and under the DWR Agreement and all liabilities and obligations of the District arising from or under the DWR Agreement.
2. **Assumption.** Effective as of the effective date of the DWR Agreement, CCWA accepts such assignment without recourse and without representation or warranty of any kind, and assumes all of the liabilities and obligations of the District arising from or under the DWR Agreement, including any and all obligations to make payments, indemnifications or reimbursements thereunder, and agrees to be bound by and to keep, perform and observe the terms, covenants and conditions placed on the

Assignment, Assumption, Indemnification and Release Agreement
Central Coast Water Authority 2022 Supplemental Water Purchase Program
Casitas Municipal Water District Transfer

District under the DWR Agreement. CCWA agrees to be bound by said DWR Agreement to the same extent as if it had been an original party to said instrument and accepts and agrees to perform all of the obligations of the District therein.

3. **Indemnification and Release.** CCWA hereby releases and forever acquits, discharges and holds harmless and shall indemnify the District from and against any and all liabilities (at law or in equity), obligations, liens, claims, orders, rulings, losses, damages, assessments, fines, penalties, injuries, demands, actions, judgments, suits, costs, expenses or disbursements of any kind (including reasonable attorneys' fees and costs) which may at any time be imposed on, incurred by or asserted against the District by CCWA, any of its affiliates or any third party, based on, resulting from, in any way relating to, in connection with or arising out of the DWR Agreement, excluding any such loss or damage to the extent caused by the District's active negligence, sole negligence, willful misconduct, or breach of contract.
4. **Governing Law and Jurisdiction.** The validity and interpretation of this Agreement shall be governed by the laws of the State of California.
5. **Waiver.** Any waiver or failure to declare a breach as a result of the violation of any term of this Agreement shall not constitute a waiver of that term or condition and shall not provide the basis for a claim of estoppel or waiver by any Party to that term or condition.
6. **Counterparts.** The Parties may execute this Agreement in counterpart. The Parties agree to accept electronic signatures as original signatures.
7. **Authorization.** Each signatory represents and warrants that he or she has the appropriate authorization to enter into this Agreement on behalf of the Party for whom he or she signs.
8. **Notices.** All communications or notices in connection with this Agreement shall be in writing and either hand-delivered or sent by U.S. first class mails, postage prepaid, or electronic mail followed by written notice sent by U.S. mails and addressed to the Parties as follows:

Santa Barbara County Flood Control
and Water Conservation District
Matthew Young, Water Agency
Manager
130 East Victoria Street, Suite 200
Santa Barbara, CA 93101-2019
Tel: (805) 568-3542
wateragency@cosbpw.net

Central Coast Water Authority
Ray Stokes, Executive Director
255 Industrial Way
Buellton, CA 93427-9565
Tel: (805) 697-5214
ras@ccwa.com

Assignment, Assumption, Indemnification and Release Agreement
Central Coast Water Authority 2022 Supplemental Water Purchase Program
Casitas Municipal Water District Transfer

9. **Construction and Interpretation.** The Parties agree and acknowledge that the terms of this Agreement have been negotiated by the Parties and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. The Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted, or in favor of the party receiving a particular benefit under this Agreement.

10. **Entire Agreement and Amendment.** This Agreement is the entire understanding of the Parties in respect of the subject matter hereof. There are no other promises, representations, agreements or warranties by any of the Parties. This Agreement may only be amended by a writing signed by all of the Parties. Each Party waives its right to assert that this Agreement was affected by oral agreement, course of conduct, waiver or estoppel.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

—Signatures follow on next page—

Assignment, Assumption, Indemnification and Release Agreement
Central Coast Water Authority 2022 Supplemental Water Purchase Program
Casitas Municipal Water District Transfer

DISTRICT

SANTA BARBARA COUNTY FLOOD
CONTROL AND WATER CONSERVATION
DISTRICT

Water Agency Manager

APPROVED AS TO FORM:
County Counsel

By: _____
County Counsel

CCWA

CENTRAL COAST WATER AUTHORITY

By: _____
Ray Stokes, Executive Director

APPROVED AS TO FORM:
General Counsel

By: _____
Brownstein Hyatt Farber Schreck
Stephanie Osler Hastings

Assignment, Assumption, Indemnification and Release Agreement
Central Coast Water Authority 2022 Supplemental Water Purchase Program
Casitas Municipal Water District Transfer

EXHIBIT A

Letter Agreement

Assignment, Assumption, Indemnification and Release Agreement
Central Coast Water Authority 2022 Supplemental Water Purchase Program
Casitas Municipal Water District Transfer

EXHIBIT B

DWR Agreement

Assignment, Assumption, Indemnification and Release Agreement
Central Coast Water Authority 2022 Supplemental Water Purchase Program
Casitas Municipal Water District Transfer

Exhibit C

Resolution **No. 2022-__**

RESOLUTION NO. 1114

**A RESOLUTION OF THE BOARD OF DIRECTORS OF CARPINTERIA VALLEY
WATER DISTRICT APPROVING THE 2022 SUPPLEMENTAL WATER PURCHASE
PROGRAM PURCHASE AGREEMENT RE: CASITAS
MUNICIPAL WATER DISTRICT**

RECITALS

WHEREAS, Central Coast Water Authority (“CCWA”) is a Joint Powers Agency formed pursuant to Government Code section 6500 et seq. and that certain Joint Exercise of Powers Agreement dated August 1, 1991, as amended.

WHEREAS, pursuant to the Transfer of Financial Responsibility Agreement, the Santa Barbara County Flood Control and Water Conservation District (“SBCFCWCD”) transferred to CCWA, and CCWA accepted and assumed, all rights and obligations to the State Water Supply Contract between SBCFCWCD and the Department of Water Resources (“DWR”) that provides for the delivery of water from California’s State Water Project to portions of Santa Barbara County.

WHEREAS, additionally, CCWA owns, operates and maintains water conveyance, storage and treatment facilities to deliver water made available to CCWA pursuant to the State Water Supply Contract to cities, water district and other water purveyors and users in portions of Santa Barbara County pursuant to water supply agreements (collectively, “CCWA Participants”), one of which is Carpinteria Valley Water District (“CVWD”).

WHEREAS, CCWA and CVWD are parties to that certain Water Supply Agreement dated August 1, 1991, as amended from time to time.

WHEREAS, due to persistent drought conditions, CCWA anticipates that the State Water Project will be unable to deliver to CCWA the quantity of water needed by CCWA for delivery to the CCWA Participants. Accordingly, CCWA implemented the 2022 Supplemental Water Purchase Program.

WHEREAS, CCWA and CVWD entered into a 2022 Supplemental Water Purchase Program Participation Agreement (“Participation Agreement”). Pursuant to CVWD’s Participation Agreement, CCWA has identified an opportunity to purchase a source of supply from Casitas Municipal Water District (“CMWD”) to supplement the supply provided for in the Water Supply Agreement (“Supplemental Water”) on behalf of CVWD and certain other CCWA Participants that have also chosen to participate in the 2022 Supplemental Water Purchase Program. The transfer and/or exchange of Supplemental Water from CMWD shall be referred to as the “Transfer.”

WHEREAS, CVWD is informed and believes that the proposed Transfer will be offered to CCWA’s Board of Directors for action at its scheduled April 28, 2022 meeting.

WHEREAS, CVWD has determined to participate in the Transfer and has submitted to CCWA a Statement of Intent related thereto. CVWD's purchase of its allocation of the Transfer shall be referred to as the "Purchase".

WHEREAS, the terms and conditions of the proposed Purchase shall be governed by that 2022 Supplemental Water Purchase Program Purchase Agreement re: Casitas Municipal Water District, a copy of which is attached hereto as ("Agreement"), a true and correct copy of which is attached hereto as **Exhibit A**.

WHEREAS, the Purchase is also subject to the terms and conditions of the State Water Contract, as amended by the Water Management Amendment, and requires DWR's approval in the manner described in the Recitals of the Agreement. In that manner, the Purchase is contingent on DWR approval of the Transfer, which CCWA is charged with seeking.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. RECITALS ARE TRUE AND CORRECT.

The above recitals are true and correct and are incorporated herein as though set forth in full.

SECTION 2. CERTIFICATION.

As required by Section 4.2.3 of the Agreement, the Board of Directors finds:

1. CVWD has complied with all applicable laws, including as applicable, CEQA.
2. CVWD has provided any required notices to public agencies and the public.
3. CVWD is informed and believes that the Purchase will not harm other CCWA Participants or State Water Contractors.
4. CVWD is informed and believes that the Purchase will not adversely impact CCWA or State Water Project Operations.
5. CVWD is informed and believes that the Purchase will not affect its ability to make all payments, including payments when due under the Water Supply Agreement.
6. CVWD has considered the potential impacts of the Transfer within its service area.

SECTION 3. APPROVAL OF THE AGREEMENT.

Based on the findings set forth herein, the Board of Directors approves the Purchase and authorizes the execution of the Agreement in substantially the same form as that attached as **Exhibit A**.

SECTION 4. EXEMPTION FROM CEQA.

The Board of Directors finds that the actions taken in this Resolution are exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Section 15601(b)(3) because it can be said with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

SECTION 5. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held by a court of competent jurisdiction to be invalid, such a decision shall not affect the validity of the remaining portions of this Resolution. The Board of Directors of the Carpinteria Valley Water District hereby declares that it would have passed this Resolution and each section or subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

ADOPTED by the Board of Directors of the Carpinteria Valley Water District, a public agency in the State of California, County of Santa Barbara, at its regular meeting held on the 27th day of April 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Case Van Wingerden, President, Board of
Directors

ATTEST:

Cari Ann Potts, Interim General Counsel
Myers, Widders, Gibson, Jones & Feingold, LLP

, Acting Board Secretary

EXHIBIT A

**2022 SUPPLEMENTAL WATER PURCHASE PROGRAM PURCHASE AGREEMENT
RE: CASITAS MUNICIPAL WATER DISTRICT**



Carpinteria Valley Water District

1301 Santa Ynez Avenue • Carpinteria, CA 93013
Phone (805) 684-2816

BOARD OF DIRECTORS

Case Van Wingerden
President
Kenneth Stendell
Vice President
Polly Holcombe
Shirley L. Johnson
Matthew Roberts

To: CVWD Board of Directors

From: Bob McDonald, General Manager

Date: April 27th, 2022

GENERAL MANAGER

Robert McDonald, P.E. MPA

For Consideration: Process for Intent to Serve Letter Requests

Discussion

As the Drought continues and water supplies are impacted by drought the question regarding water availability for new meters and changes in use must be evaluated in this context. Historically, CVWD staff follows a basic calculation of average long-term expected available supply minus average long-term demand to determine if there is sufficient water supply for additional allocation. For example, if the average long-term supply is 4,586 AFY and the long-term average demand is 4111 AFY then there is an excess of 475 AFY of available water to allocate to “new” users. This has worked in the past until we hit the recent droughts in which existing customers have been required to cutback as much as 20% to preserve water supplies during drought. CVWD has experienced potential shortage conditions in 11 in the past 20 years. This begs the question if the current process should consider shortage years in the calculation explicitly and not use average years. To this end, Staff has been working on an approach that will provide clarity on the sufficiency of water supply to meet existing demands and future demands in both normal and shortage years.

Additionally, Staff has historically considered the decision-making process for intent (or ability) to serve water to new users an administrative decision since it was a matter of basic math to determine sufficiency of water supply. This is done by evaluating requests from potential new users by calculating sufficiency of water supply as described above and issue a letter of intent to serve a new user if available supply exists. Given that CVWD is asking existing customers to cutback due to the extended drought, it may be time to consider discretionary review of the applications.

The District currently has five requests for new service. The requesters are awaiting confirmation in the form of an “intent to serve letter.”

Recommendation

No action is required at this point on this matter. Staff is looking for direction on whether the Board would like to consider discretionary review of applications for new users. If the Board does want to consider this matter further Staff will propose a draft process for consideration at the next Board meeting.



BOARD OF DIRECTORS

Matthew Roberts
President
Case Van Wingerden
Vice President
Polly Holcombe
Shirley L. Johnson
Kenneth Stendell

AGENDA

GROUNDWATER MANAGEMENT & SGMA COMMITTEE

April 21, 2022 at 12:30 pm

Tele-Meeting

Join Zoom Meeting

GENERAL MANAGER

Robert McDonald, P.E. MPA

<https://us06web.zoom.us/j/83287750633?pwd=K2lMSXZlVUEJkeVFydUhwN0tBeEFodz09>

Meeting ID: 832 8775 0633

Passcode: 703234

THE CARPINTERIA VALLEY WATER DISTRICT HAS DETERMINED THIS MEETING TO BE AN ESSENTIAL PUBLIC MEETING THAT WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDERS N-29-20 AND N-33-20 AND SANTA BARBARA COUNTY HEALTH OFFICER'S ORDER

In response to the spread of the COVID-19 virus, Governor Newsom has temporarily suspended the requirement for local agencies to provide a physical location from which members of the public can observe and offer public comment and has ordered all Californians to stay home except as needed to maintain continuity of operations of certain critical infrastructure.

To minimize the potential spread of the COVID-19 virus, the Carpinteria Valley Water District is not permitting public access to the City Council Chamber and Boardroom for this meeting. Instead, you are strongly encouraged provide the Board with public comment in one of the following ways:

1. Submitting a Written Comment. If you wish to submit a written comment, please email your comment to the Board Secretary at Public_Comment@cvwd.net by **11:00 A.M. on the day of the meeting**. Please limit your comments to 250 words. Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations.
2. Providing Verbal Comment Telephonically. If you wish to make either a general public comment or to comment on a specific agenda item as it is being heard please send an email to the Board Secretary at Public_Comment@cvwd.net by **11:00 A.M. on the day of the meeting** and include the following information in your email: (a) meeting date, (b) agenda item number, (c) subject or title of the item, (d) your full name, (e) your call back number including area code. During public comment on the agenda item specified in your email, District staff will make every effort to contact you via your provided telephone number so that you can provide public comment to the Board electronically.

Please note the President has the discretion to limit the speaker's time for any meeting or agenda matter. Since this is an evolving COVID-19 situation, CVWD will provide updates to any changes to this policy as soon as possible. The public is referred to the website at www.cvwd.net. Thank you in advance for taking all precautions to prevent spreading the COVID-19 virus.

I. CALL TO ORDER

II. PUBLIC FORUM (Any person may address the Groundwater Management & SGMA Committee on any matter within its jurisdiction which is not on the agenda)

III. OLD BUSINESS -none

IV. NEW BUSINESS.

A. Consider CGSA Revenues approach (Raftelis).

B. Advisory Committee Update.

V. ADJOURNMENT.

Robert McDonald, Secretary

Note: The above Agenda was posted at Carpinteria Valley Water District Administrative Office in view of the public no later than 12:00 p.m., April 18, 2022. The Americans with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied benefits of, the District's programs, services, or activities because of any disability. If you need special assistance to participate in this meeting, please contact the District Office at (805) 684-2816. Notification at least twenty-four (24) hours prior to the meeting will enable the District to make appropriate arrangements.

Materials related to an item on this Agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the Carpinteria Valley Water district offices located at 1301 Santa Ynez Avenue, Carpinteria during normal business hours, from 8 am to 5 pm.

**Indicates attachment of document to agenda packet.



**AGENDA
DROUGHT MANAGEMENT & WATER
CONSERVATION COMMITTEE**

April 26, 2022 at 12:15 p.m.

Tele-Meeting

BOARD OF DIRECTORS

*Case Van Wingerden
President
Kenneth Stendell
Vice President
Polly Holcombe
Shirley L. Johnson
Matthew Roberts*

GENERAL MANAGER

Robert McDonald, P.E. MPA

<https://us06web.zoom.us/j/81453223198?pwd=NzBNUWNNaQIRZaEt5UzA2bUx3VDdDdz09>

Meeting ID: 814 5322 3198

Passcode: 894108

THE CARPINTERIA VALLEY WATER DISTRICT HAS DETERMINED THIS MEETING TO BE AN ESSENTIAL PUBLIC MEETING THAT WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDERS N-29-20 AND N-33-20 AND SANTA BARBARA COUNTY HEALTH OFFICER'S ORDER

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2. Providing Verbal Comment Telephonically. If you wish to make either a general public comment or to comment on a specific agenda item as it is being heard please send an email to the Board Secretary at Public_Comment@cvwd.net by **11:00 A.M. on the day of the meeting** and include the following information in your email: (a) meeting date, (b) agenda item number, (c) subject or title of the item, (d) your full name, (e) your call back number including area code. During public comment on the agenda item specified in your email, District staff will make every effort to contact you via your provided telephone number so that you can provide public comment to the Board electronically.

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I. CALL TO ORDER

II. PUBLIC FORUM (Any person may address the Drought Management & Water Conservation Committee on any matter within its jurisdiction which is not on the agenda)

III. OLD BUSINESS – none

IV. NEW BUSINESS.

A. Consider Requests for Intent to Serve letters and process of evaluation.

V. ADJOURNMENT.

Robert McDonald, Board Secretary

Note: The above Agenda was posted at Carpinteria Valley Water District Administrative Office in view of the public no later than 12:00 p.m., April 23, 2022. The Americans with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied benefits of, the District's programs, services, or activities because of any disability. If you need special assistance to participate in this meeting, please contact the District Office at (805) 684-2816. Notification at least twenty-four (24) hours prior to the meeting will enable the District to make appropriate arrangements.

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**Indicates attachment of document to agenda packet.



CACHUMA OPERATION AND MAINTENANCE BOARD

Administrative Committee Meeting

Thursday, April 14, 2022
10:00 A.M.

BY TELECONFERENCE

NOTICE: Pursuant to California Government Code sections 54953(b)(1), (b)(2), (e)(1) and (e)(3) (AB 361), members of the Cachuma Operation & Maintenance Board (COMB) Board of Directors, staff, and members of the public will participate in this meeting electronically by video and/or teleconference, as described below.

HOW TO OBSERVE THE MEETING

Members of the public may observe the meeting as set forth below.

Join via video conference:

<https://us02web.zoom.us/j/84169566248?pwd=eSs1Z2MxZVRMZFZ3VmpLWHpUcWFwQT09>

Passcode: 949489

Join via teleconference:

US: +1 669 900 6833 Conference ID: 841 6956 6248 Passcode: 989489

HOW TO MAKE A PUBLIC COMMENT

Any member of the public may address the Board on any subject within the jurisdiction of the Board of Directors. The total time for this item will be limited by the President of the Board. The Board is not responsible for the content or accuracy of statements made by members of the public. No action will be taken by the Board on any Public Comment item.

By Video: Those observing the meeting by video may make comments during designated public comment periods using the “raise hand” feature. Commenters will be required to unmute their respective microphone when providing comments.

By Telephone: Those observing the meeting by telephone may make comments during the designated public comment periods by pressing *9 on the key pad to indicate such interest. Commenters will be prompted to press *6 to unmute their respective telephone when called upon to speak.

AMERICANS WITH DISABILITIES ACT

In compliance with the Americans with Disabilities Act, if you need special assistance to review agenda materials or participate in this meeting, please contact the Cachuma Operation and Maintenance Board office at (805) 687-4011 at least 48 hours prior to the meeting to enable the Board to make reasonable arrangements.

CACHUMA OPERATION & MAINTENANCE BOARD

Administrative Committee Meeting

Thursday, April 14, 2022
10:00 A.M.

AGENDA

Chair: Director Holcombe
Member: Director Hanson

1. Call to Order
2. Public Comment (*Public may address the Committee on any subject matter within the Committee's jurisdiction*)
3. Financial Review – 3rd Quarter Fiscal Year 2021-22 (*for information*)
4. Existing State of Emergency Order – COVID-19 Update - Public Meetings (*for information and possible recommendation*)
5. Adjournment

NOTICE TO THE PUBLIC

Public Comment: The public is welcome to attend the meeting via remote access only. A public comment period will be included at the meeting where any member of the public may address the Committee on any subject within the Committee's jurisdiction. The total time for this item will be limited by the Chair.

Americans with Disabilities Act: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Cachuma Operation & Maintenance Board (COMB) at 687-4011 at least 48 hours prior to the meeting to enable staff to make reasonable arrangements.

[This Agenda was posted at COMB offices, 3301 Laurel Canyon Road, Santa Barbara, CA and Noticed and Delivered in Accordance with Section 54954.1 and .2 of the Government Code.]



CACHUMA OPERATION AND MAINTENANCE BOARD

Special Operations Committee Meeting

Tuesday, April 19, 2022
12:00 P.M.

BY TELECONFERENCE

NOTICE: Pursuant to California Government Code sections 54953(b)(1), (b)(2), (e)(1) and (e)(3) (AB 361), members of the Cachuma Operation & Maintenance Board (COMB) Board of Directors, staff, and members of the public will participate in this meeting electronically by video and/or teleconference, as described below.

HOW TO OBSERVE THE MEETING

Members of the public may observe the meeting as set forth below.

Join via video conference:

<https://us02web.zoom.us/j/86358242215?pwd=U1dMdUtPTm1KNuH6SnFacHpBcUptdz09>
Passcode: 656214

Join via teleconference:

US: +1 669 900 6833 Conference ID: 863 5824 2215 Passcode: 656214

HOW TO MAKE A PUBLIC COMMENT

Any member of the public may address the Board on any subject within the jurisdiction of the Board of Directors. The total time for this item will be limited by the President of the Board. The Board is not responsible for the content or accuracy of statements made by members of the public. No action will be taken by the Board on any Public Comment item.

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AMERICANS WITH DISABILITIES ACT

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CACHUMA OPERATION & MAINTENANCE BOARD

Special Operations Committee Meeting

Tuesday, April 19, 2022
12:00 P.M.

AGENDA

Chair: Director Sneddon
Member: Director Holcombe

1. Call to Order
2. Public Comment (*Public may address the Committee on any subject matter not on the agenda and within the Committee's jurisdiction*)
3. Operations Division Fleet Vehicle Purchase (*for information and possible recommendation*)
4. Adjournment

NOTICE TO THE PUBLIC

Public Comment: The public is welcome to attend and observe the meeting. A public comment period will be included at the meeting where any member of the public may address the Committee on any subject within the Committee's jurisdiction. The total time for this item will be limited by the Chair.

Americans with Disabilities Act: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Cachuma Operation & Maintenance Board (COMB) at 687-4011 at least 48 hours prior to the meeting to enable staff to make reasonable arrangements.

[This Agenda was posted at COMB offices, 3301 Laurel Canyon Road, Santa Barbara, CA and Noticed and Delivered in Accordance with Section 54954.1 and .2 of the Government Code.]



**REGULAR MEETING
OF THE
CACHUMA OPERATION AND MAINTENANCE BOARD**

**Monday, April 25, 2022
1:00 P.M.**

BY TELECONFERENCE

NOTICE: Pursuant to California Government Code sections 54953(b)(1), (b)(2), (e)(1) and (e)(3) (AB 361), members of the Cachuma Operation & Maintenance Board (COMB) Board of Directors, staff, and members of the public will participate in this meeting electronically by video and/or teleconference, as described below.

HOW TO OBSERVE THE MEETING

Members of the public may observe the meeting as set forth below.

Join via video conference:

<https://us02web.zoom.us/j/83884286098?pwd=dmFRenJiYjEzbDNnWS9GMIM5eVB3Zz09>
Passcode: 466459

Join via teleconference:

US: +1 669 900 6833 Webinar ID: 838 8428 6098 Passcode: 466459

HOW TO MAKE A PUBLIC COMMENT

Any member of the public may address the Board on any subject within the jurisdiction of the Board of Directors. The total time for this item will be limited by the President of the Board. The Board is not responsible for the content or accuracy of statements made by members of the public. No action will be taken by the Board on any Public Comment item.

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AMERICANS WITH DISABILITIES ACT

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**REGULAR MEETING
OF THE
CACHUMA OPERATION AND MAINTENANCE BOARD**

Monday, April 25, 2022

1:00 PM

AGENDA

NOTICE: This Meeting shall be conducted through remote access as authorized and in accordance with Government Code section 54953 and the California Governor's Executive Orders N-08-21, N-15-21 and as amended by AB 361.

- 1. CALL TO ORDER, ROLL CALL**
- 2. PUBLIC COMMENT** *(Public may address the Board on any subject matter within the Board's jurisdiction. See "Notice to the Public" below.)*
- 3. CONSENT AGENDA** *(All items on the Consent Agenda are considered to be routine and will be approved or rejected in a single motion. Any item placed on the Consent Agenda may be removed and placed on the Regular Agenda for discussion and possible action upon the request of any Board Member.)*
Action: Recommend Approval of Consent Agenda by motion and roll call vote of the Board:
 - a. Minutes of March 28, 2022 Regular Board Meeting
 - b. Investment of Funds
 - Financial Reports
 - Investment Reports
 - c. Review of Paid Claims
- 4. VERBAL REPORTS FROM BOARD COMMITTEES**
Receive verbal information regarding the following committee meetings:
 - Administrative Committee Meeting – April 14, 2022
 - Special Operations Committee Meeting – April 19, 2022
- 5. RESOLUTION NO. 747 – CONFIRMATION OF LOCAL EMERGENCY - ACKNOWLEDGEMENT OF GOVERNOR NEWSOM'S DECLARED STATE OF EMERGENCY (HEALTH AND SAFETY)**
Action: Recommend adoption by motion and roll call vote of the Board
- 6. FINANCIAL REVIEW – 3RD QUARTER FY 2022**
Action: Receive and file the 3RD Quarter Fiscal Year 2021-22 Financial Review
- 7. RATIFICATION OF ADDENDUM TO EMERGENCY ENGINEERING CONTRACT – ORTEGA RESERVOIR REPAIR**
Action: Recommend approval by motion and roll call vote of the Board
- 8. OPERATIONS DIVISION REPLACEMENT FLEET VEHICLE PURCHASE**
Action: Recommend approval by motion and roll call vote of the Board

9. GENERAL MANAGER REPORT

Receive information from the General Manager on topics pertaining to COMB, including but not limited to the following:

- Administration
- Meetings
- 2021-2022 Accomplishments / Internal Goals

10. ENGINEER'S REPORT

Receive verbal information from the COMB Engineer, including but not limited to the following:

- Climate Conditions and Water Quality
- Lake Elevation Projections
- La Mirada Line Valve Project
- Infrastructure Improvement Projects

11. OPERATIONS DIVISION REPORT

Receive verbal information regarding the Operations Division, including but not limited to the following:

- Lake Cachuma Operations
- Operation and Maintenance Activities

12. FISHERIES DIVISION REPORT

Receive information from the Fisheries Division Manager, including, but not limited to the following:

- LSYR Steelhead Monitoring Elements
- Tributary Project Updates
- Surcharge Water Accounting
- Reporting/Outreach/Training

13. PROGRESS REPORT ON LAKE CACHUMA OAK TREE PROGRAM

Receive information regarding the Lake Cachuma Oak Tree Program including but not limited to the following:

- Maintenance and Monitoring

14. MONTHLY CACHUMA PROJECT REPORTS

Receive information regarding the Cachuma Project, including but not limited to the following:

- a. Cachuma Water Reports
- b. Cachuma Reservoir Current Conditions
- c. Lake Cachuma Quagga Survey

15. DIRECTORS' REQUESTS FOR AGENDA ITEMS FOR FUTURE MEETING

16. [CLOSED SESSION]: CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION

- a. [Government Code Section 54956.9(d)(1)] Potential Litigation: Conference with Legal Counsel

17. [CLOSED SESSION]: ANNUAL PERFORMANCE REVIEW

- a. [Government Code Section 54957(b)(1)] Title: General Manager

- 18. [CLOSED SESSION]: CONFERENCE WITH LABOR NEGOTIATORS**
a. [Government Code Section 54957.6(a)]
Agency designated representatives: Board President
Unrepresented Employee: General Manager
- 19. RECONVENE INTO OPEN SESSION**
[Government Code Section 54957.7]
Disclosure of actions taken in closed session, as applicable
[Government Code Section 54957.1]
- 16a. Potential Litigation: Conference with Legal Counsel
17a. Annual Performance Review – General Manager
18a. Conference with Labor Negotiators
- 20. MODIFICATION OF GENERAL MANAGER’S COMPENSATION**
Action: At Board discretion, consideration and approval of modification to General Manager compensation
- 21. MEETING SCHEDULE**
- **Special Board Meeting – May 12, 2022 at 10:00 AM**
 - **Regular Board Meeting – May 23, 2022 at 1:00 PM**
 - **Board Packages available on COMB website www.cachuma-board.org**
- 22. COMB ADJOURNMENT**

NOTICE TO PUBLIC

Posting of Agenda: This agenda was posted at COMB’s offices, located at 3301 Laurel Canyon Road, Santa Barbara, California, 93105 and on COMB’s website, in accordance with Government Code Section 54954.2. The agenda contains a brief general description of each item to be considered by the Governing Board. The Board reserves the right to modify the order in which agenda items are heard. Copies of staff reports or other written documents relating to each item of business are on file at the COMB offices and are available for public inspection during normal business hours. A person with a question concerning any of the agenda items may call COMB’s General Manager at (805) 687-4011.

Written materials: In accordance with Government Code Section 54957.5, written materials relating to an item on this agenda which are distributed to the Governing Board less than 72 hours (for a regular meeting) or 24 hours (for a special meeting) will be made available for public inspection at the COMB offices during normal business hours. The written materials may also be posted on COMB’s website subject to staff’s ability to post the documents before the scheduled meeting.

Public Comment: Any member of the public may address the Board on any subject within the jurisdiction of the Board. The total time for this item will be limited by the President of the Board. The Board is not responsible for the content or accuracy of statements made by members of the public. No action will be taken by the Board on any Public Comment item.

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Note: If you challenge in court any of the Board’s decisions related to the listed agenda items you may be limited to raising only those issues you or someone else raised at any public hearing described in this notice or in written correspondence to the Governing Board prior to the public hearing.

Engineering Monthly Report

Proj. No.	Name	Status	% Done this month	% Done	Completion Date
1	Website Updates	Meeting updates posted to websites and quarterly article posted to CVWD.net.	-	-	Ongoing
2	Water Conservation	<p>Community Outreach:</p> <ul style="list-style-type: none"> • Continued messaging via print and social media has focused on Stage 2 drought condition water use restrictions. • Continued timely notification of possible leaks identified by Beacon Continuous Flow/Leak Alert system to customers via phone call, email or letter. Door tag for continuous flow/leak alert notification with QR code for EyeOnWater sign-up developed and printed for distribution. • For May will have article in the CVN on Beacon and information for customers on how to sign up for Eye On Water. 		-	Ongoing
3	LIVR	Will start in May with Laterals 1, 2, 3 and 4. Will be replacing the isolation valves at each of the laterals and removing COMB old broken meters. Will be a huge improvement for both CVWD and COMB to have new and working valves at the lateral turn outs.			Ongoing
4	Polo Villas	Developer to be sending civil plans for review of water system and layout. Had phone meeting with Civil group on water system layout. To provide plans in a month for comments.			Ongoing
6	Santa Claus Lane Improvement	Working on design of water main layout and working around conflicts. Working with UPRR for easement on Railroad property for portion of relocation of water main. Order material for section in the purposed East end roundabout			Ongoing
7	AMI	For May PMI started on last batch of meters. They completed approxiamately 300 accounts. They were short on larger lids for 2 inch meters. Have about 60 accounts remaining. Goal is to complete in May and then work on punch list. Very near the end of the installation of all endpoints.			Ongoing

Engineering Monthly Report

Project No.	Job / Facility	Status	Monitoring Frequency	Information Received From
1	HQ Well	HQ Well is online and pumping ~1250gpm	Daily	O & M Treatment
2	El Carro Well	El Carro Well is online pumping ~930gpm	Daily	O & M Water Treatment
3	Smillie Well	Smillie Well is online pumping ~250gpm.	Daily	O & M Water Treatment
4	Well Status	HQ Well 1200 GPM Online	Daily	O&M Water Treatment
		El Carro Well 900 GPM Online		
		Smillie Well 250 GPM Online		
5	Gobernador Aeration System	The aeration system is in service and operating normally.	Daily	O & M Water Treatment
6	Water Quality	District Water Filtration facilities are operating within normal parameters and producing high quality water. All routine sampling was completed and all results met the CDPH & EPA guidelines.	Daily	O&M Water Treatment
7	SCADA Upgrades	The first solar powered pressure regulator station monitoring station is being built at this time, we hope to have it up and operational by the end of June, barring any supply chain issues affecting hardware availability.	Daily	O & M Water Treatment
8	Production Meter Testing	We hope to have our production meters for HQ Well & El Carro well tested for accuracy in the next 2 months.	Daily	O&M Water Treatment
10	Pumping & Production	Nothing to report this month	Daily	O & M Water Treatment
11	Hydrant Maintenance & Repair	Nothing to report this month	Daily	O&M Water Distribution
12	Valve Exercise & Replacement	District Staff exercised 38 valves and replaced 4 broken valves.	Daily	O&M Water Distribution
13	Mainline Leak Repairs	District staff along with assistance repaired a leak on lateral 22 at the Carpinteria Creek crossing.	Daily	O & M Water Distribution
14	Mainline Replacement	Nothing to report at this time.	Daily	O&M Water Distribution
15	Service Reairs	District Staff repaired (2) Leaking Angle Meter Stops and replaced 2 water services this period.	Daily	O&M Water Distribution
16	Meter Replacement / Testing	Nothing to Report at this time.	Daily	O&M Water Distribution
17	Fleet	1) The new Crew Truck has been ordered, anticipated delivery is now late May 2022. The chassis is delayed due to microchip availability for most vehicle manufacturers. 2) We are evaluating our options regarding ordering (2) new trucks this year and exploring the viability of making one of those fully electric.	Daily	O&M
18	Facilities Upgrades and Repairs	The sewer line for the public restrooms and boardroom is in poor condition due to the age, size and installation method of the piping. The project to replace the sewer line and associated plumbing will begin in the next several weeks. District staff will perform as much of the work as possible and we will be requesting help from a plumber for those tasks twhich are outside of staff expertise.	Daily	O&M
19	Customer Projects	Nothing to report this period.	Daily	O&M Water Distribution
20	Landscape	Nothing to report at this time.	Daily	O & M

**CARPINTERIA VALLEY WATER DISTRICT
WATER SUPPLY REPORT
(ALL VALUES IN ACRE-FEET / AF)**

MONTH ENDING: 3/31/2022

	MONTHLY USE			
	CACHUMA	GW	SWP	ID#1 EXCHANGE
APR	371	30	0	0
MAY	375	33	0	19
JUN	367	23	33	40
JUL	383	105	0	56
AUG	0	205	292	58
SEP	0	245	187	47
OCT	0	291	99	27
NOV	0	269	53	0
DEC	0	129	100	0
JAN	0	205	0	0
FEB	0	204	99	0
MAR	0	90	297	0

12-MONTH TOTALS	1,496	1,829	1,160	247
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12-MONTH RUNNING METERED SALES	4,354
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12-MONTH RUNNING READ-CYCLE LOSSES	134
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AVAILABLE SURFACE WATER SUPPLY

CACHUMA PROJECT

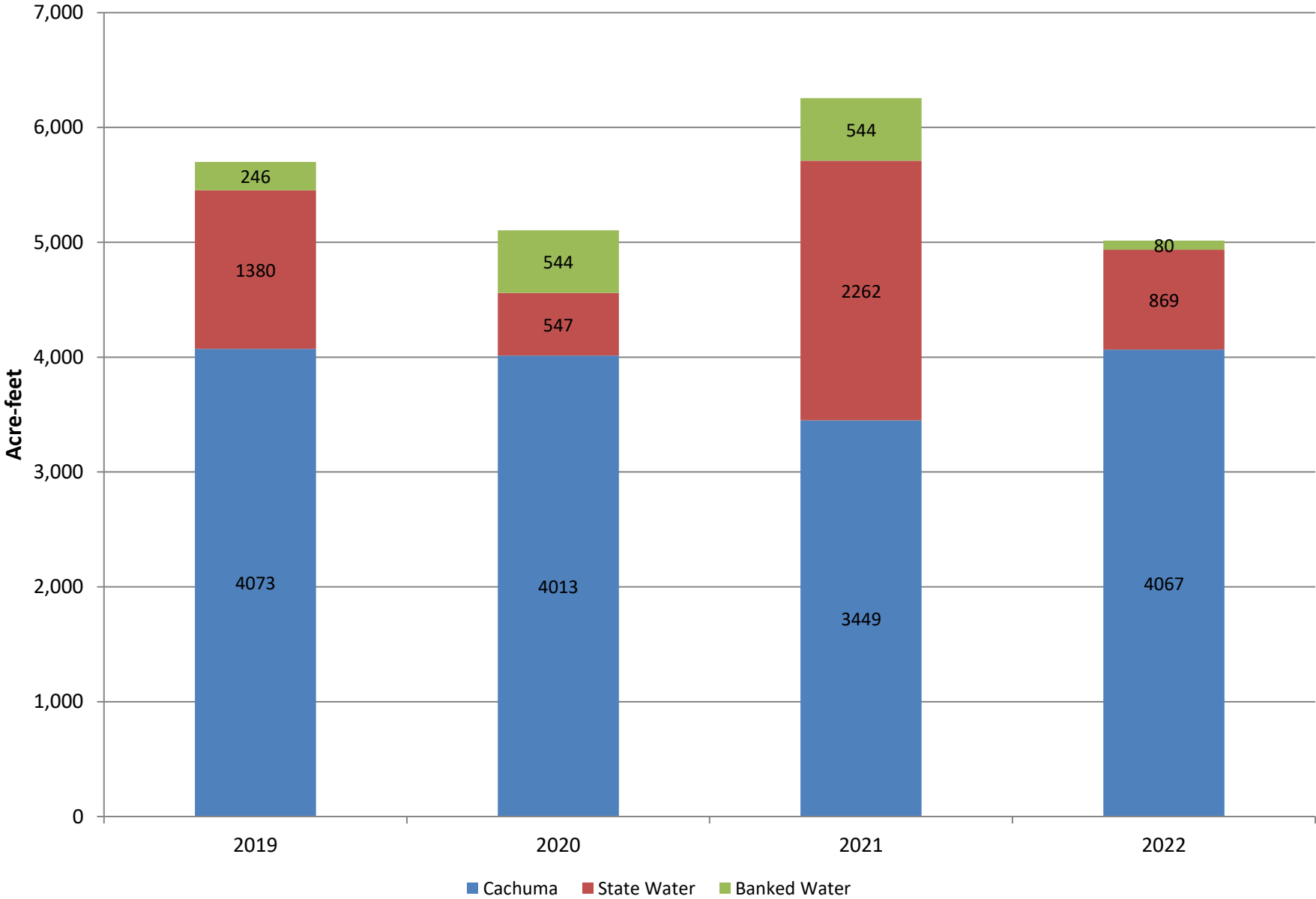
BALANCE OF WATER YEAR 2020 CARRYOVER	2,071
BALANCE OF WATER YEAR 2021	1,996
CACHUMA SUBTOTAL	4,067

STATE WATER PROJECT

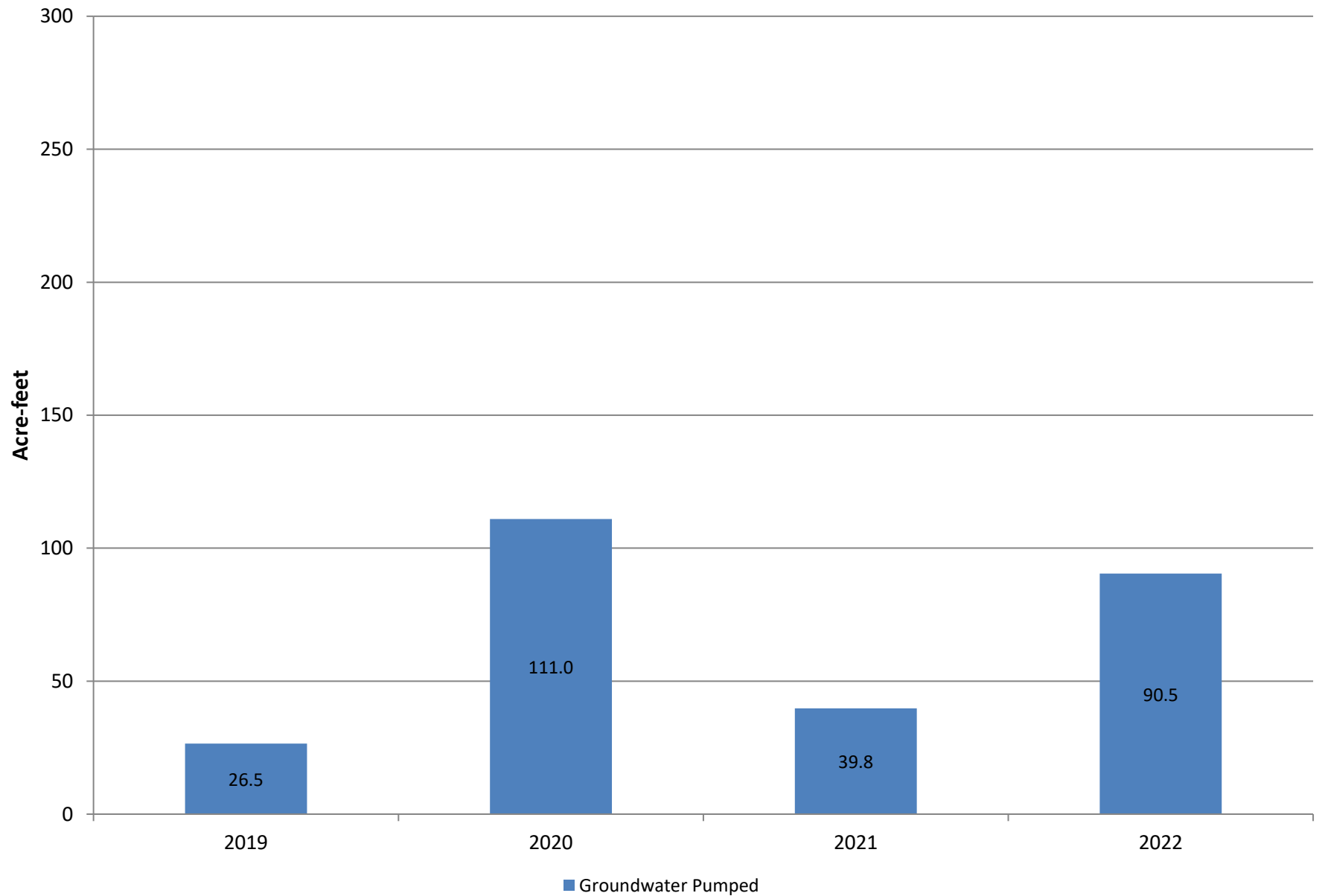
BALANCE OF WATER YEAR ENDING 12/31/2019	514
BALANCE OF WATER YEAR ENDING 12/31/2020	355
BANKED WATER (IRWD)	80
STATE WATER SUBTOTAL	949

TOTAL AVAILABLE SURFACE WATER SUPPLY	5,016
---------------------------------------------	--------------

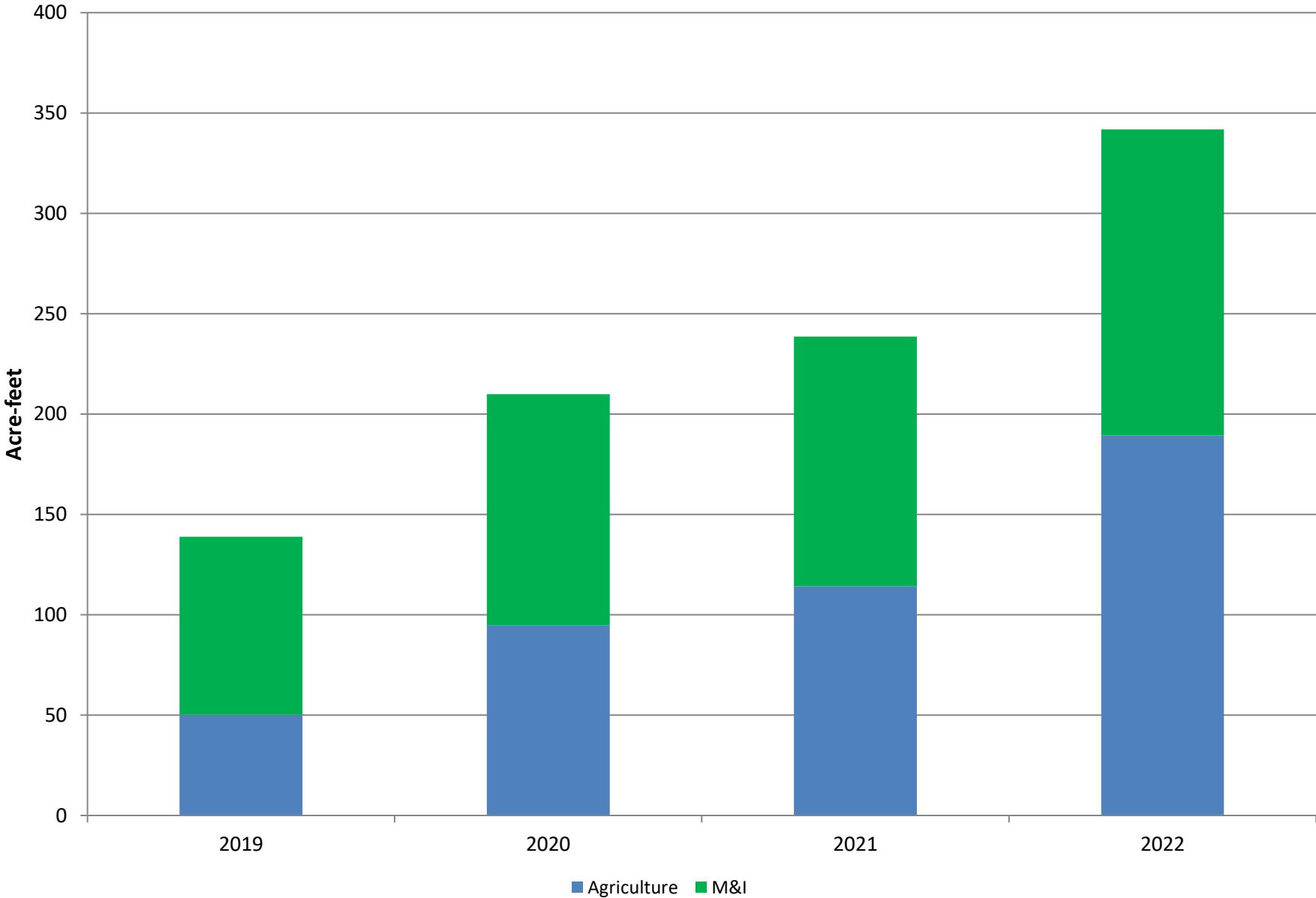
Available Surface Supply - MAR



Groundwater Production - MAR



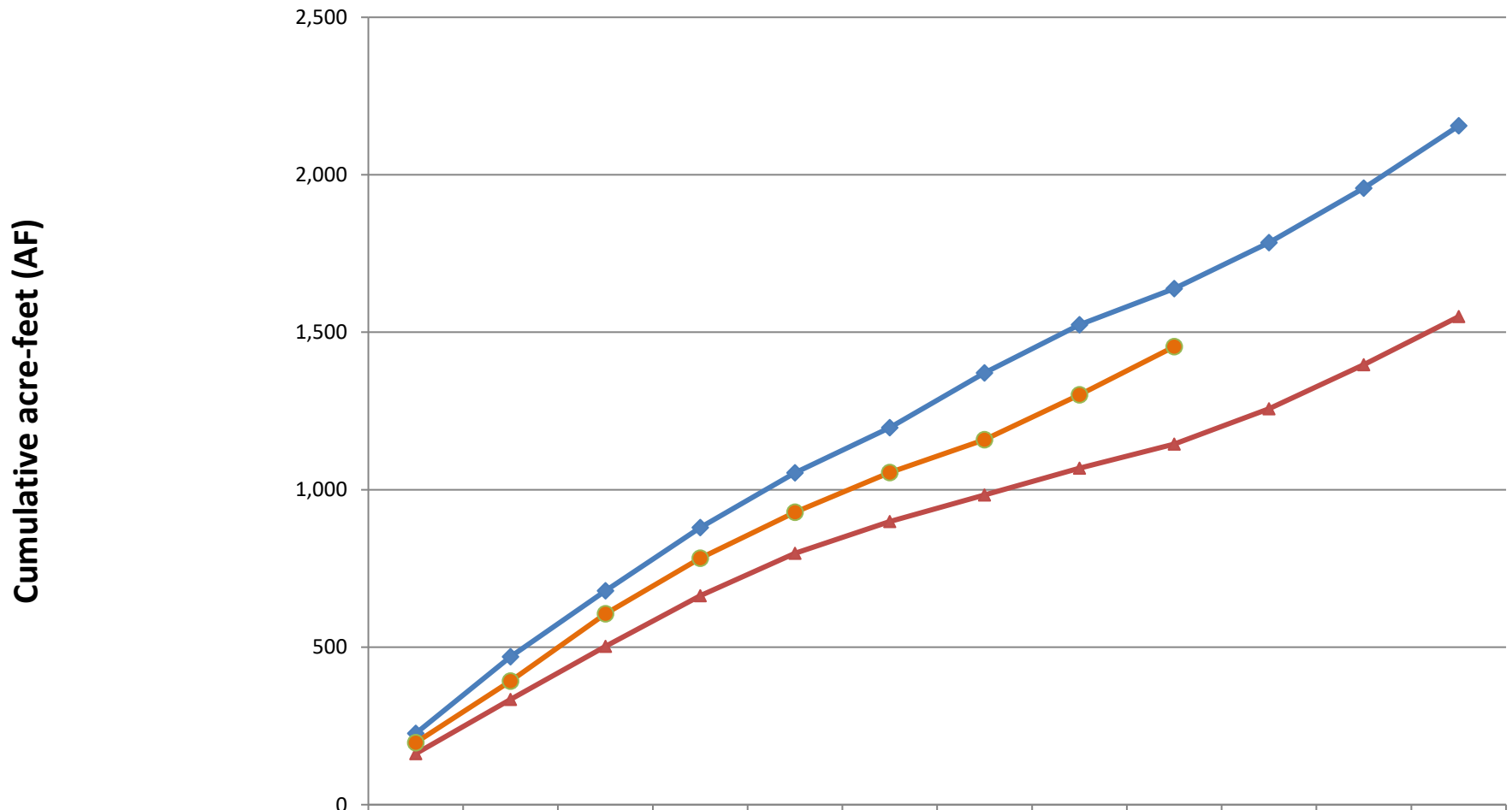
CVWD Metered Sales MAR



CVWD Monthly Metered Sales for this Year



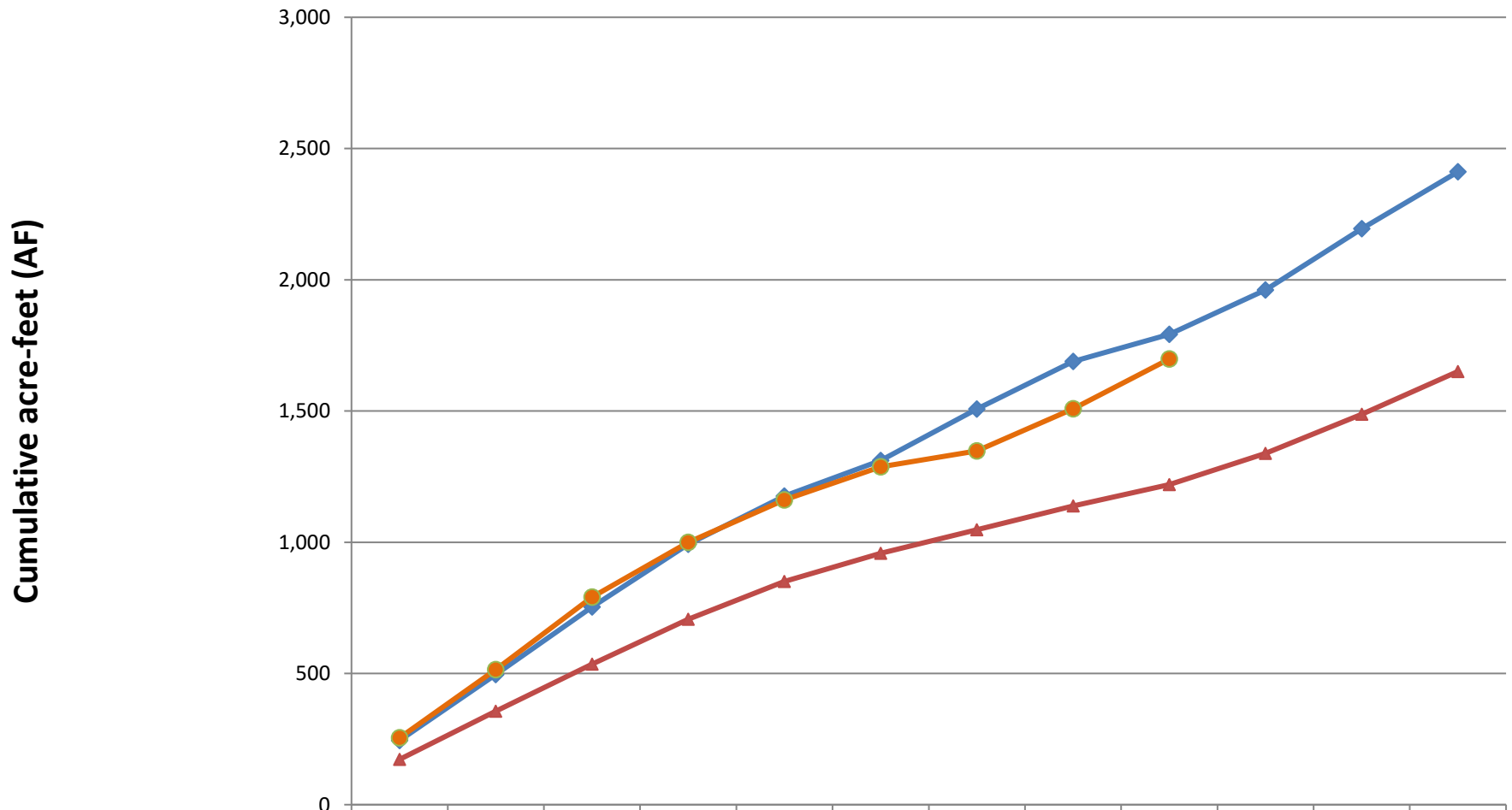
Fiscal Year M&I Sales Projections vs. Actuals



◆ Maximum Expected Use	226.29	469.57	679.18	880.16	1053.47	1196.92	1370.43	1523.81	1638.35	1784.52	1957.82	2155.22
▲ FY 2022 Cumulative M&I Target	162.0	334.4	502.3	663.2	797.9	899.2	982.9	1068.5	1144.7	1256.6	1396.6	1549.5
● FY 2022 Actual	197	393	606	783	928	1054	1159	1302	1454			

◆ Maximum Expected Use
 ▲ FY 2022 Cumulative M&I Target
 ● FY 2022 Actual

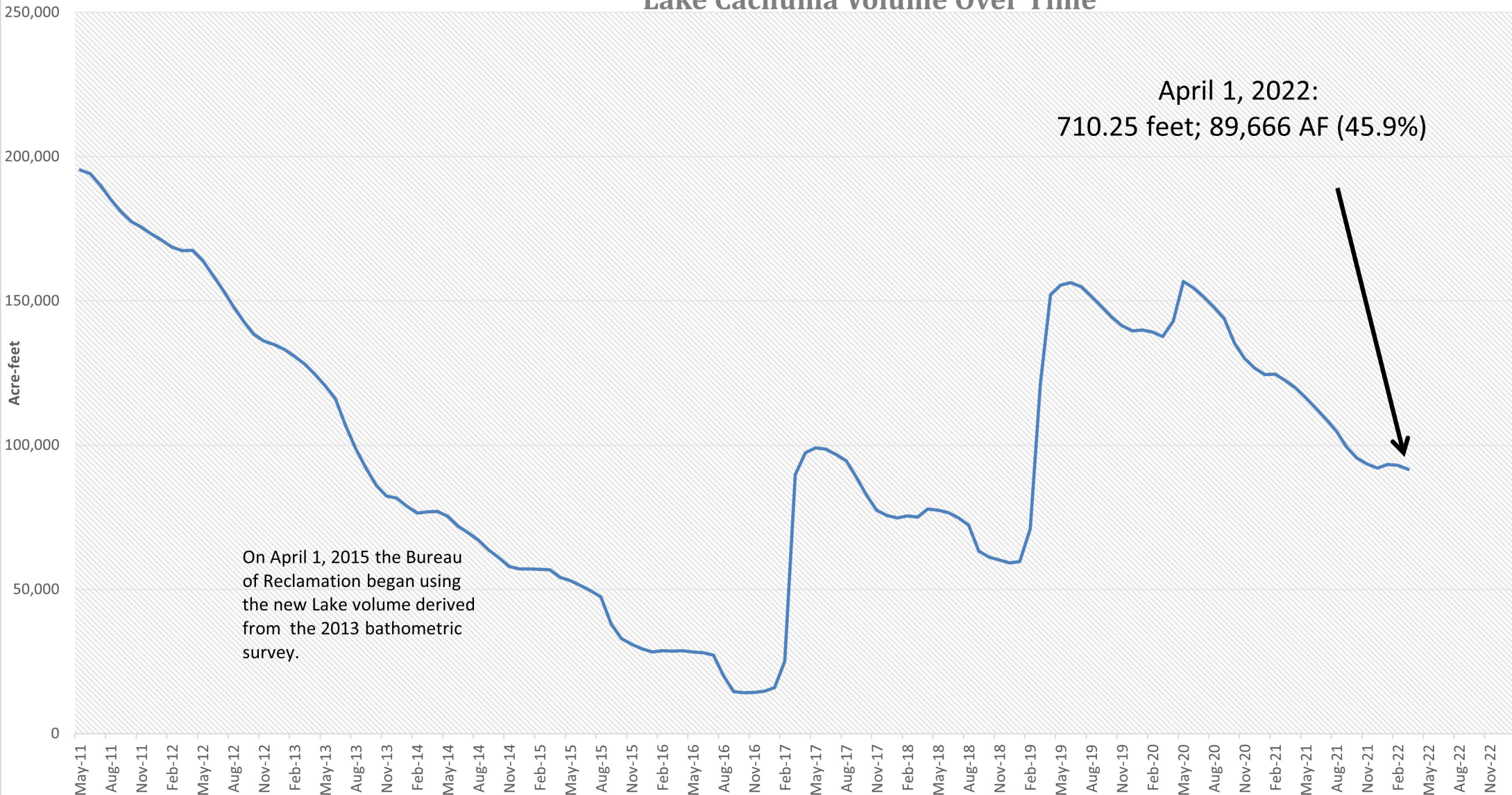
Fiscal Year AG Sales Projections vs Actuals



	July	August	September	October	November	December	January	February	March	April	May	June
◆ Maximum Expected Use	244.7	496.22	753.12	991.92	1175.62	1311.02	1507.32	1688.92	1792.22	1960.82	2194.92	2411.22
▲ FY 2022 Cumulative Ag Target	172.6	356.2	535.1	706.5	849.9	957.8	1047.0	1138.2	1219.3	1338.5	1487.7	1650.5
● FY 2022 Actual	255	514	791	999	1162	1287	1348	1509	1698			

◆ Maximum Expected Use
 ▲ FY 2022 Cumulative Ag Target
 ● FY 2022 Actual

Lake Cachuma Volume Over Time



Water savings attributed to CVWD conservation efforts

All data in HCF unless otherwise noted

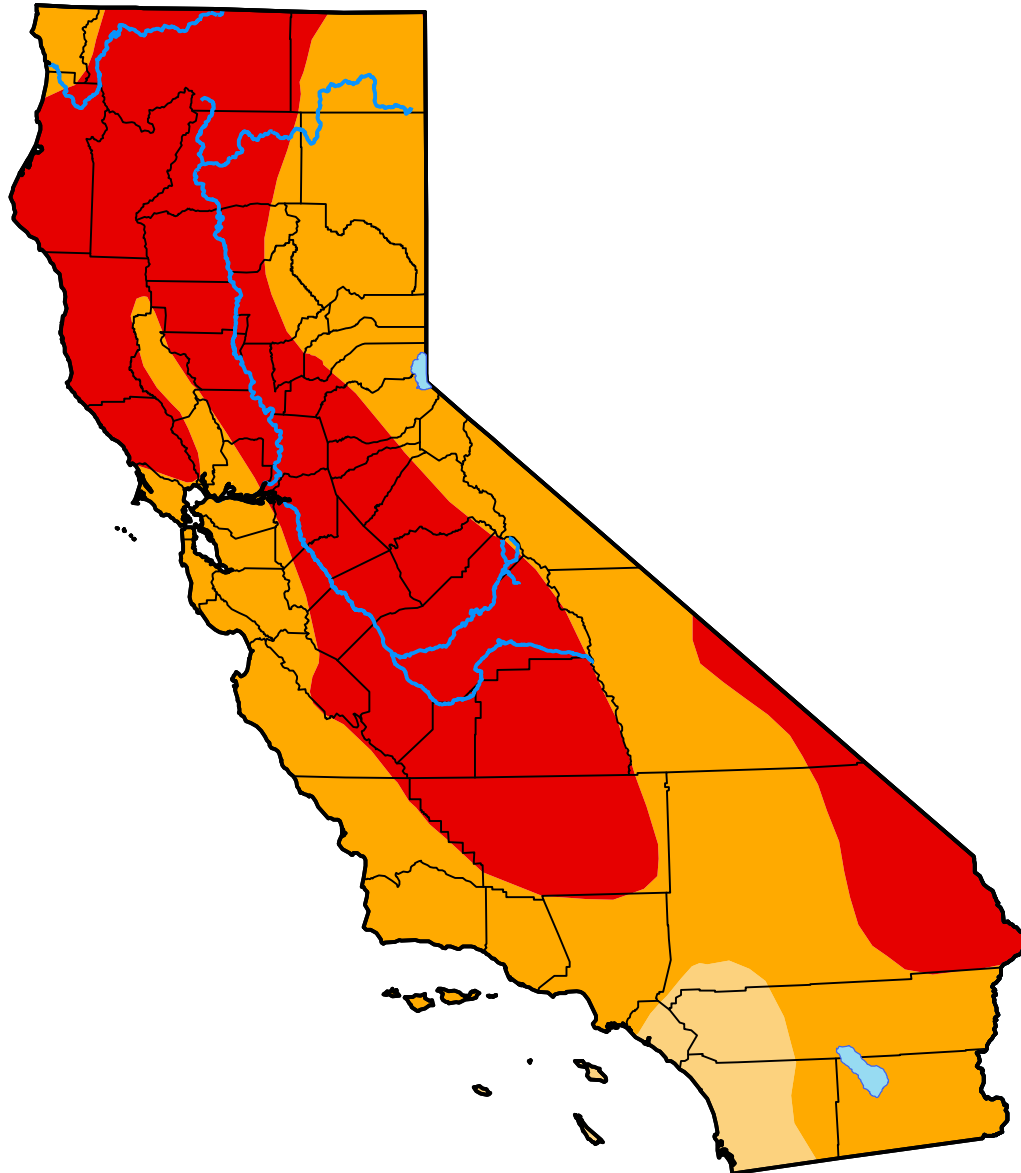
Customer Class	Water Use		Water savings (for current month)		Cumulative water savings since 2013
	Mar-13	Mar-22	HCF	%	
Commercial	10,186	9,921	265	3%	413,539
Industrial	2,386	2,236	150	6%	56,762
Public Auth.	3,327	5,072	-1,745	-52%	111,828
Single-meter Residential	27,484	30,438	-2,954	-11%	549,912
Master-meter Residential	15,672	14,996	676	4%	249,428
Landscape	1,400	3,797	-2,397	-171%	14,116
M&I TOTAL (HCF)	60,455	66,460	-6,005	-10%	1,395,585
M&I TOTAL (AF)	139	153	-14	-10%	3,204
Agriculture (HCF)	63,520	82,552	-19,032	-30%	833,184
Agriculture (AF)	146	190	-44	-30%	1,913
District Total (HCF)	123,975	149,012	-25,037	-20%	2,228,769
DISTRICT TOTAL (AF)	285	342	-57	-20%	5,117

Gallons per capita per day	74	74
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Check 2,228,769
Totals Match

U.S. Drought Monitor California

April 12, 2022
(Released Thursday, Apr. 14, 2022)
Valid 8 a.m. EDT



Intensity:

-  None
-  D0 Abnormally Dry
-  D1 Moderate Drought
-  D2 Severe Drought
-  D3 Extreme Drought
-  D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>

Author:

Richard Tinker
CPC/NOAA/NWS/NCEP



droughtmonitor.unl.edu

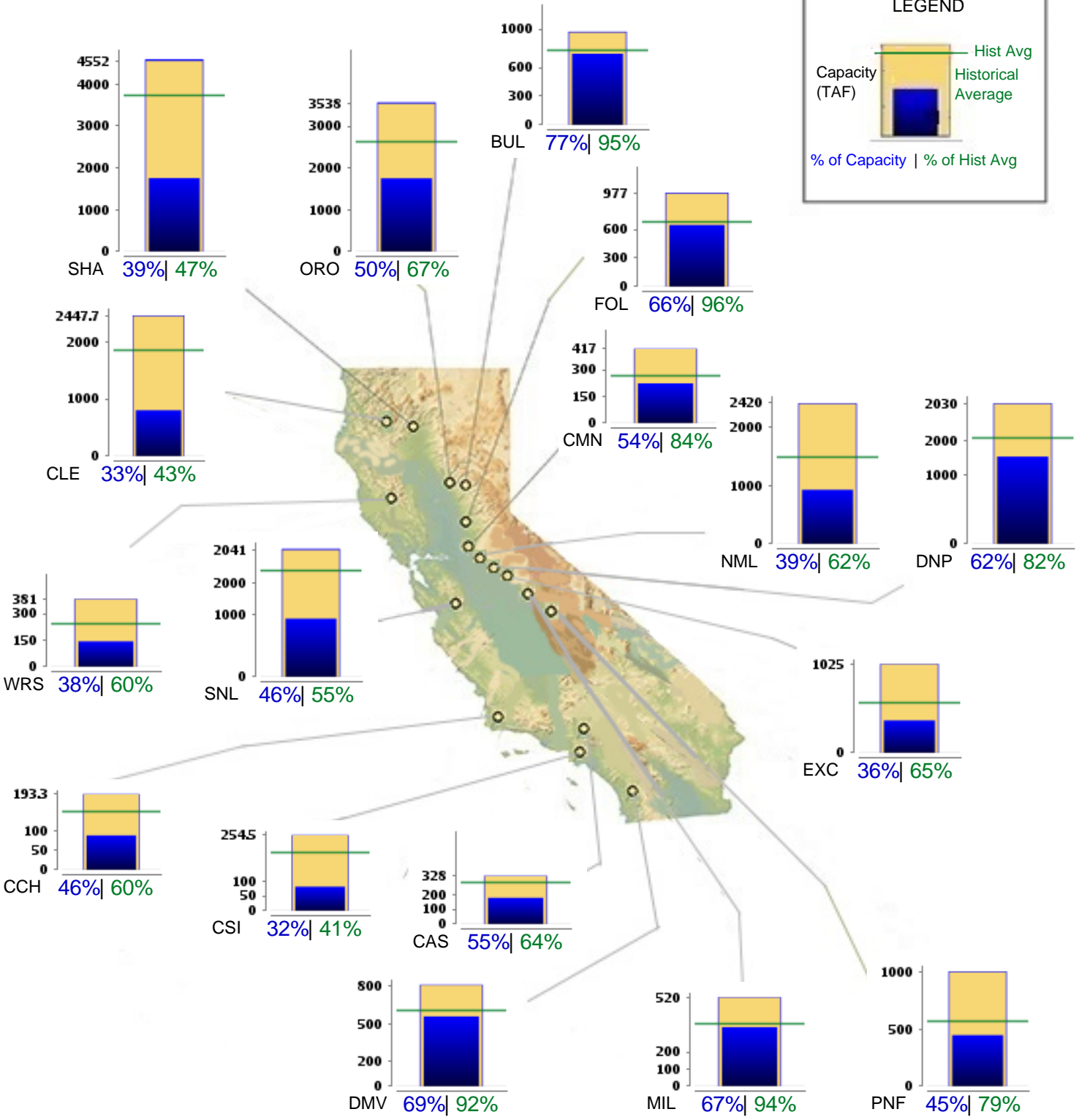
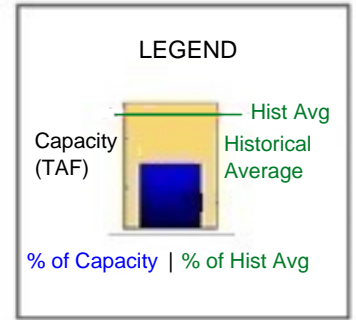


CURRENT RESERVOIR CONDITIONS

CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

Midnight - April 17, 2022

CURRENT CONDITIONS





Santa Barbara County - Flood Control District

130 East Victoria Street, Santa Barbara CA 93101 - 805.568.3440 - www.countyofsb.org/pwd

Rainfall and Reservoir Summary

Updated 8am: 4/18/2022

Water Year: 2022

Storm Number: NA

Notes: Daily rainfall amounts are recorded as of 8am for the previous 24 hours. Rainfall units are expressed in inches. All data on this page are from automated sensors, are preliminary, and subject to verification.

*Each Water Year (WY) runs from Sept 1 through Aug 31 and is designated by the calendar year in which it ends
[County Real-Time Rainfall and Reservoir Website link: > http://www.countyofsb.org/hydrology](http://www.countyofsb.org/hydrology)

Rainfall	ID	24 hrs	Storm 0day(s)	Month	Year*	% to Date	% of Year*	AI
Buellton (Fire Stn)	233	0.00	0.00	0.00	8.80	56%	53%	
Cachuma Dam (USBR)	332	0.00	0.00	0.02	12.69	67%	64%	
Carpinteria (Fire Stn)	208	0.00	0.00	0.00	9.67	59%	56%	
Cuyama (Fire Stn)	436	0.00	0.00	0.00	4.28	61%	56%	
Figueroa Mtn. (USFS Stn)	421	0.00	0.00	0.09	12.78	63%	60%	8.3
Gibraltar Dam (City Facility)	230	0.00	0.00	0.00	17.32	69%	66%	7.1
Goleta (Fire Stn-Los Carneros)	440	0.00	0.00	0.00	11.44	66%	62%	
Lompoc (City Hall)	439	0.00	0.00	0.03	9.86	71%	68%	8.3
Los Alamos (Fire Stn)	204	0.01	0.00	0.02	8.95	62%	59%	
San Marcos Pass (USFS Stn)	212	0.00	0.00	0.00	26.41	82%	78%	
Santa Barbara (County Bldg)	234	0.00	0.00	0.00	13.03	75%	71%	
Santa Maria (City Pub.Works)	380	0.00	0.00	0.01	7.44	59%	56%	
Santa Ynez (Fire Stn /Airport)	218	0.00	0.00	0.00	9.94	66%	63%	
Sisquoc (Fire Stn)	256	0.00	0.00	0.00	7.28	51%	48%	

County-wide percentage of "Normal-to-Date" rainfall : **65%**

County-wide percentage of "Normal Water-Year" rainfall : **61%**

County-wide percentage of "Normal Water-Year" rainfall calculated assuming no more rain through Aug. 31, 2022 (End of WY2022).

AI (Antecedent Index / Soil Wetness)

6.0 and below = Wet (min. = 2.5)
 6.1 - 9.0 = Moderate
 9.1 and above = Dry (max. = 12.5)

Reservoirs

Reservoir Elevations referenced to NGVD-29.

**Cachuma is full and subject to spilling at elevation 750 ft.

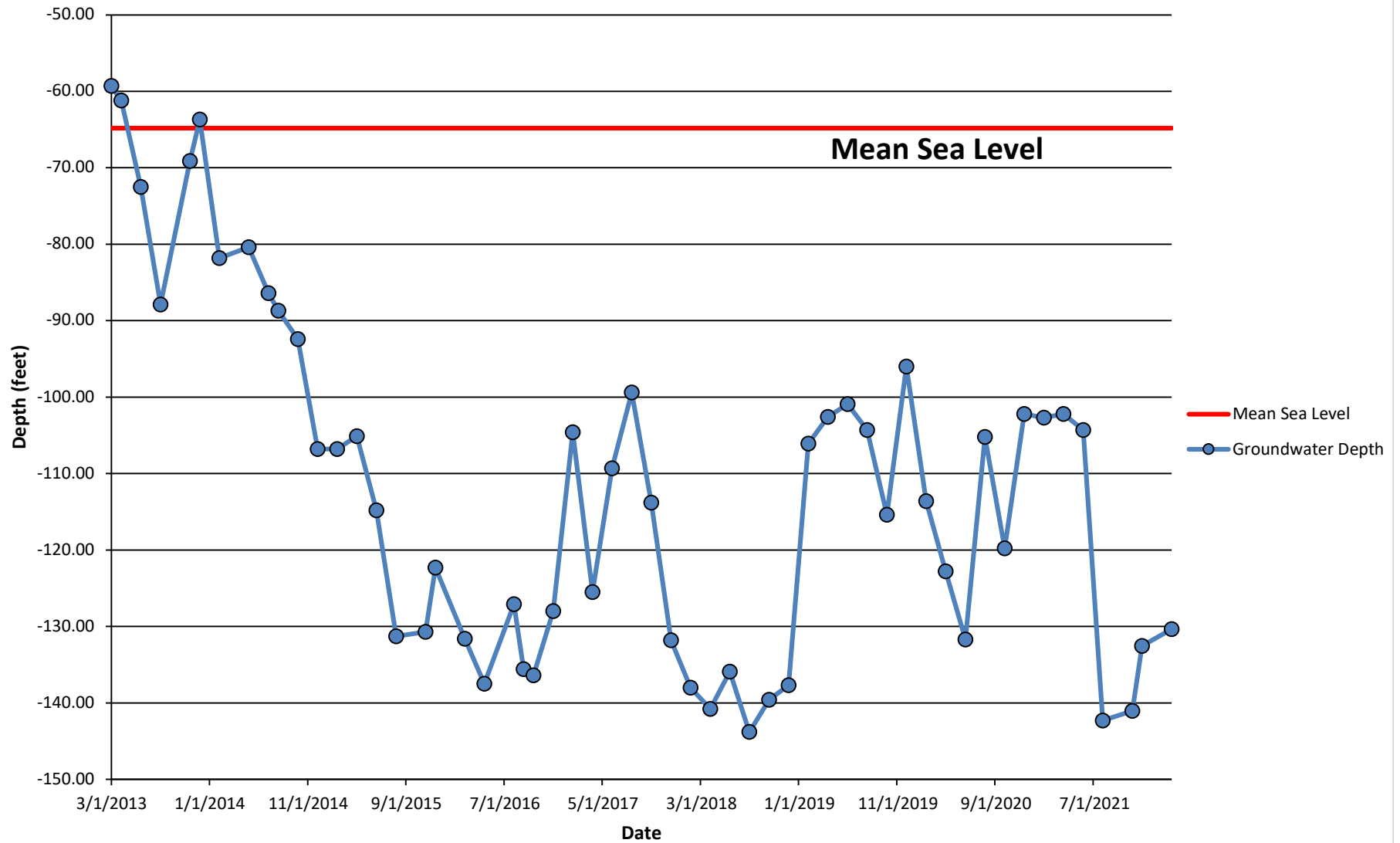
However, the lake is surcharged to 753 ft. for fish release water.

(Cachuma water storage is based on Dec 2013 capacity revision)

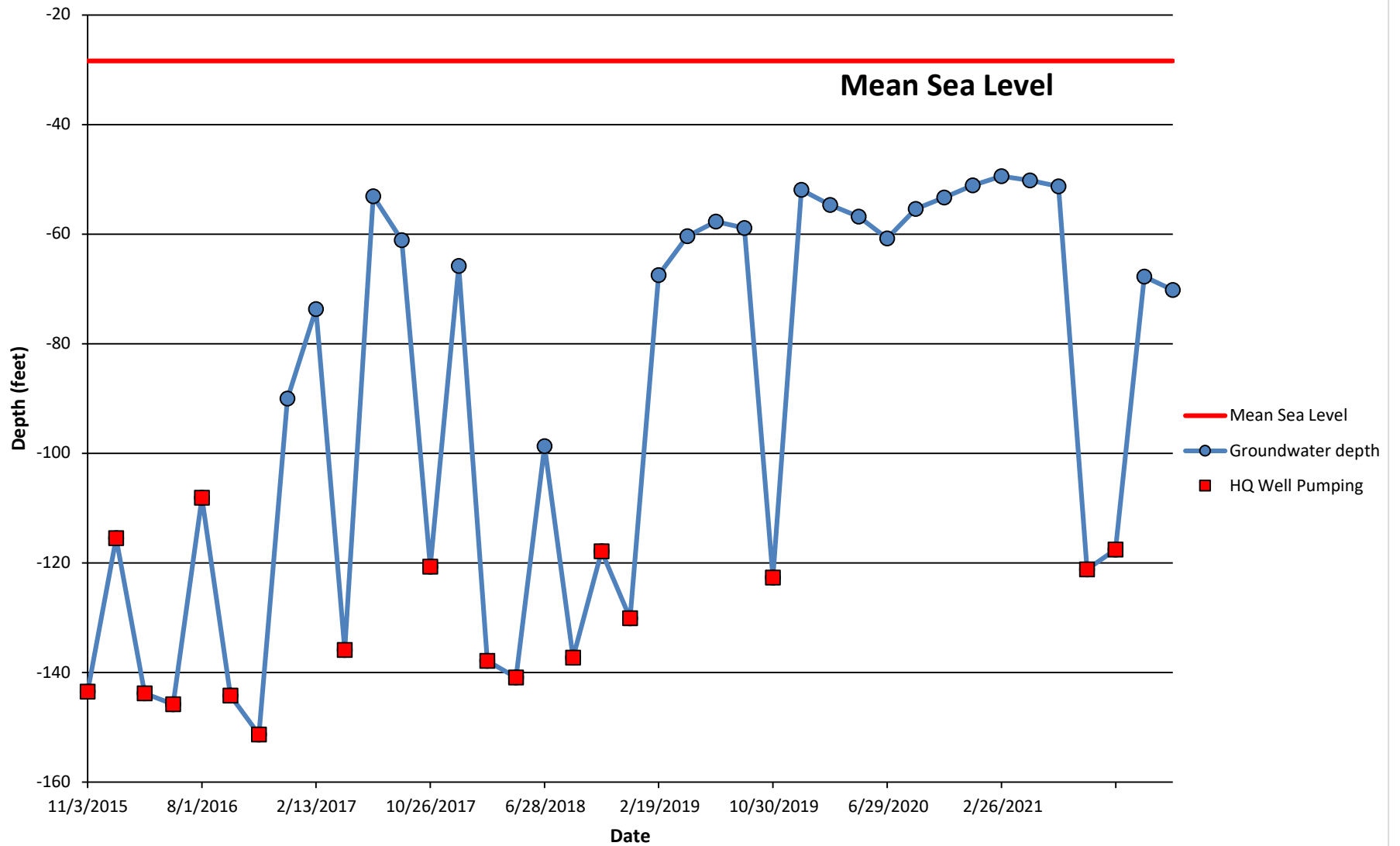
Click on Site for Real-Time Readings	Spillway Elev. (ft)	Current Elev. (ft)	Max. Storage (ac-ft)	Current Storage (ac-ft)	Current Capacity (%)	Storage Change Mo.(ac-ft)	Storage Change Year*(ac-ft)
Gibraltar Reservoir	1,400.00	1,390.10	4,693	2,672	56.9%	-104	2,398
Cachuma Reservoir	753.**	709.59	192,978	87,445	45.3%	-1,178	-11,825
Jameson Reservoir	2,224.00	2,209.94	4,848	3,256	67.2%	-29	171
Twitchell Reservoir	651.50	NA	194,971	NA		NA	NA

[Previous Rainfall and Reservoir Summaries](#)

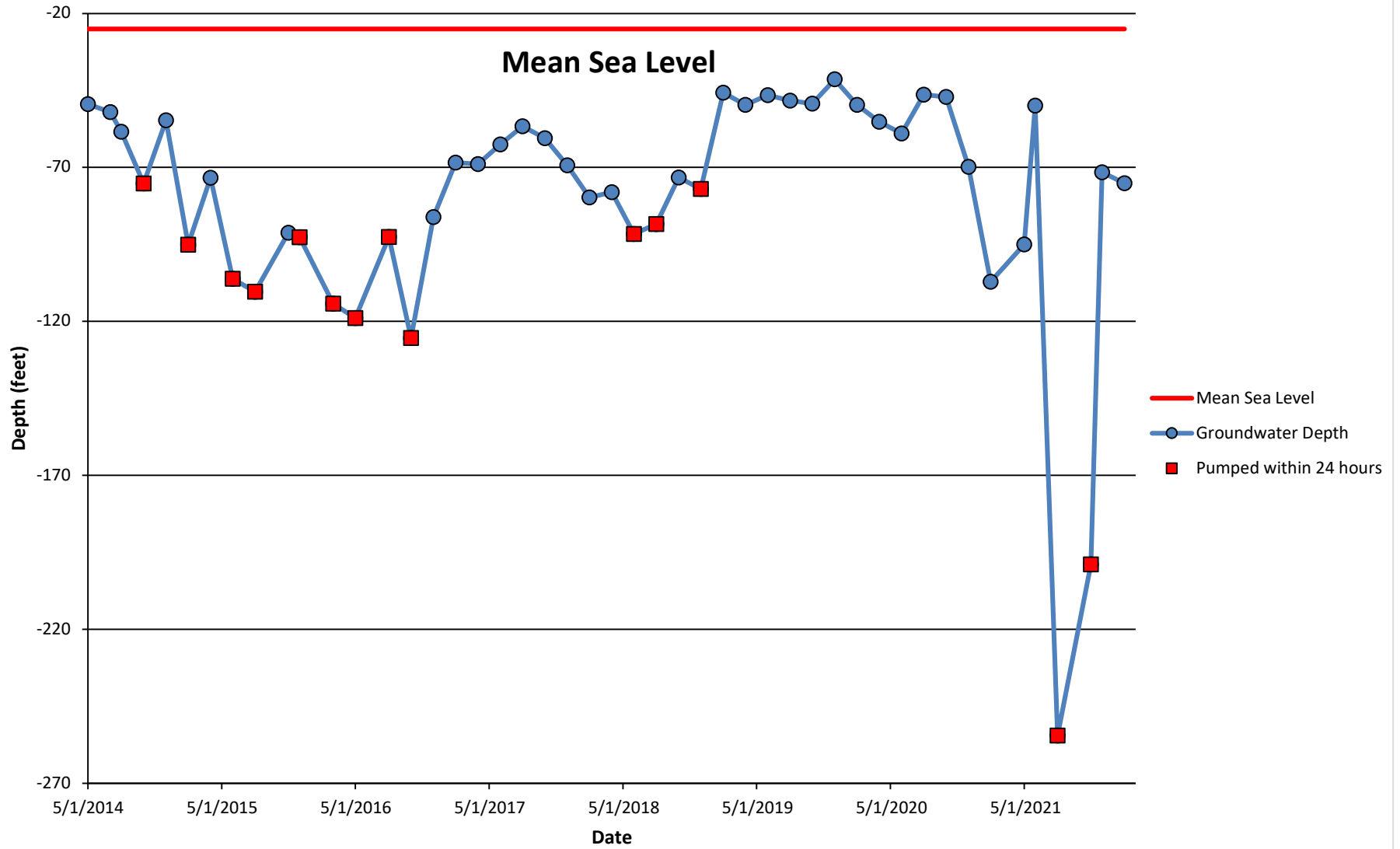
Lyons Well
Groundwater Depth Below Land Surface Datum
Land Surface Altitude - 64.81 Feet Above Mean Sea Level



Santa Ynez Well
Groundwater Depth Below Land Surface Datum
Land Surface Altitude - 28.38 Feet Above Mean Sea Level



HQ Well
Groundwater Depth Below Land Surface Datum
Land Surface Altitude - 28.96 Feet Above Mean Sea Level



Smillie Well
Groundwater Depth Below Land Surface Datum
Land Surface Altitude - 136.24 Feet Above Mean Sea Level

