



BOARD OF DIRECTORS

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

AGENDA

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

GENERAL MANAGER

Robert McDonald, P.E. MPA

CARPINTERIA CITY HALL
5775 CARPINTERIA AVENUE
CARPINTERIA, CA 93013

Wednesday, September 28, 2022 at 5:30 p.m.

Join Zoom Meeting

<https://us06web.zoom.us/j/83718762820?pwd=SUplSHE0VkVOaUpRRRCtISlZLV1hhUT09>

Meeting ID: 837 1876 2820

Passcode: 052008

Or Dial by Phone: 1-669-444-9171

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

1. **Comments** during a meeting may be made on any item on the agenda in person or via video conference subject to the Chairperson of the meeting.
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. If you wish to make either a general public comment or to comment on a specific agenda item in person, please: attend the Board Meeting at the location noted above and fill out a speaker slip prior to the hearing the item.

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 September 14, 2022***

V. UNFINISHED BUSINESS – None

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

***Indicates attachment of document to agenda packet.*

VI. **ADJOURN to Regular meeting of Carpinteria Groundwater Sustainability Agency (Time Certain 5:40 p.m.)

VII. NEW BUSINESS -

- A. **Multi-Jurisdictional Hazard Mitigation Plan update review (for information, Management Analyst Maso Motlow)**
- B. **Consider adopting Resolution 1124 Approving the 2022 Supplemental Water Purchase Program Agreement: Regarding San Geronio Pass Water Agency 2 for 1 exchange for 400 AF with a 2:1 Exchange @ 1500/AF (for action, General Manager McDonald)**
- C. **Consider CEQA proposal for Smillie Well Replacement Project in an amount not to exceed \$24,500 from Padre and Associates (for action, General Manager McDonald).**
- D. **Consider 2022 Urban Community Drought Relief Funding program for drought relief projects including Smillie Well Redrill and Site development, turf replacement program and demonstration irrigation controller (for information, General Manager McDonald)**
- E. Consider outcome of 2022 Election for District Board (for information, General Manager McDonald)**
- F. **Discuss Status of WY 2023 Cachuma Allocation (for information, General Manager McDonald)**

VIII. DIRECTOR REPORTS

- A. **CCWA Board Meeting – September 22, 2022 – Director Johnson**
- B. **COMB Board Meeting – September 26, 2022 – Director Holcombe**

IX. GENERAL MANAGER REPORTS (for information) - None

X. CLOSED SESSION]: CONFERENCE WITH LEGAL COUNSEL: POTENTIAL/EXISTING LITIGATION [GOVERNMENT CODE SECTION 54956.9(D)(4)] NAME OF MATTER: Kimball-Griffith LP v. Brenda Wren Burman et. al United States District Court Central District of California. civil action number 2.20-cv-10647 AB (AFMx)

XI. CLOSED SESSION]: CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION [GOVERNMENT CODE SECTION 54956.9(D)(4)] 1 Potential Cases: Cachuma Operations & Maintenance Board

**XII. CLOSED SESSION]: CONFERENCE WITH LEGAL COUNSEL:
POTENTIAL LITIGATION [GOVERNMENT CODE SECTION
54956.9(D)(4)] 1 Potential Cases: Cachuma Operations & Maintenance
Board**

**XIII. [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)**

XIV. CONSIDER DATES AND ITEMS FOR AGENDA FOR:

**CARPINTERIA VALLEY WATER DISTRICT BOARD MEETING OF
OCTOBER 12, 2022, AT 5:30 P.M., CARPINTERIA CITY HALL, 5775
CARPINTERIA AVENUE, CARPINTERIA, CALIFORNIA.**

XV. 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., September 25, 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	
	September 14, 2022	
	President Van Wingerden called the regular meeting of the Carpinteria Valley Water District Board of Directors held in the Carpinteria City Hall Chamber to order at 5:30 p.m., Wednesday, September 14, 2022, and led the Board in the Pledge of Allegiance.	
ROLL CALL	Directors Present; Holcombe, Roberts, Johnson and Van Wingerden	
	Director Absent: Stendell	
	Others Present: Bob McDonald	
	Cari Ann Potts Lisa Silva Robert Abbott Duncan Abbott	Anthony Brown Mimi Brown Scott Van Der Kar
RESOLUTION 1122	<p>General Manager McDonald presented to consider and discuss adopting Resolution 1122 proclaiming a local emergency, ratifying the proclamation of a State of Emergency by Governor Newsom’s order dated March 4, 2020, and authorizing remote teleconference meetings of the legislative bodies of the Carpinteria Valley Water District for the period of September 14, 2022, to October 14, 2022.</p> <p>Following discussion, Director Holcombe moved, and Director Johnson seconded the motion to approve the adoption of Resolution 1122. The motion carried by a 4-0-1 vote with Director Stendell absent. The motion was approved by roll call as follows;</p> <p>Ayes: Roberts, Johnson, Holcombe, and Van Wingerden Nays: None Absent: Stendell</p>	
PUBLIC FORUM	No one from the public addressed the Board.	
MINUTES	Following discussion, Director Holcombe moved, and Director Roberts seconded the motion to approve the minutes of the Board meeting held on August 10, 2022. The motion carried by	

	<p>a 4-0-1 vote with Director Stendell absent. The minutes were approved by roll call as follows;</p> <p>Ayes: Holcombe, Van Wingerden, Johnson and Roberts Nayes: None Absent: Stendell</p>
DISBURSEMENT REPORT	<p>Following discussion, Director Holcombe moved, and Director Johnson seconded the motion to approve the monthly bills for the period of July 16, 2022 through August 15, 2022. The motion carried by a 4-0-1 vote with Director Stendell absent. The motion was approved by roll call as follows;</p> <p>Ayes: Holcombe, Van Wingerden, Johnson and Roberts Nayes: None Absent: Stendell</p>
ADJOURN	<p>President Van Wingerden opened the regular Carpinteria Groundwater Sustainability Agency meeting at 5:40 p.m.</p>
RECONVENED TO REGULAR BOARD MEETING	<p>At 6:33 p.m. President Van Wingerden reconvened the Board meeting.</p>
RESOLUTION 1123	<p>General Manager McDonald presented to consider Adoption of Resolution 1123 amending the Conflict of Interest Code. Minor revisions including the change of title of an employee and how to file Form 700.</p> <p>Following discussion, Director Holcombe moved, and Director Johnson seconded the motion to approve the adoption of Resolution 1123. The motion carried by a 4-0-1 vote with Director Stendell absent. The motion was approved by roll call as follows;</p> <p>Ayes: Holcombe, Van Wingerden, Johnson and Roberts Nayes: None Absent: Stendell</p>
SAN GORGONIO PASS WATER AGENCY TERM SHEET	<p>General Manager McDonald presented to consider Authorizing Term Sheet for a 2:1 Exchange at \$1500/AF for 400 AF in 2022 with San Gorgonio Pass Water Agency.</p> <p>Proposed Supplemental Water Acquisition:</p> <ul style="list-style-type: none"> - Acquire 400 AF for WY22 from San Gorgonio Pass Water Agency - Exchange 2:1 - Acquire 400 AF, Return 800 AF - Purchase price is \$1500/AF for a total cost of \$600,000

	<ul style="list-style-type: none"> - Return period is 10 years making return by 2032 with a minimum of 80 AF per year unless critically dry year exists <p>Following discussion, Director Holcombe moved, and Director Roberts seconded the motion to authorize Term Sheet for a 2:1 Exchange with San Geronio Pass Water Agency & Central Coast Water Authority. The motion carried by a 4-0-1 vote with Director Stendell absent. The motion was approved by roll call as follows;</p> <p>Ayes: Holcombe, Van Wingerden, Johnson and Roberts Nays: None Absent: Stendell</p>
<p>OPTONY PROPOSAL</p>	<p>General Manager McDonald presented to consider the Task 3 Scope & Budget Revisions Proposal from Optony for Solar Project Development assistance in an amount not to exceed \$20,300.</p> <p>Proposal for Procurement Assistance:</p> <ul style="list-style-type: none"> - The City of Carpinteria has taken the lead to develop New Solar Project in Carpinteria for local agencies. - The City, Water District & Sanitary District have participated in the development of an RFP (request for proposal) for Solar vendors to provide costs for various project alternatives for each agency. - The development and advertising tasks for the RFP have been completed by City Staff with the help of the Consultant. This was funded by the City. - The RFP will hit the streets shortly and Review of these proposals and selection will need to occur if we decide to move forward with any of the projects. - Task 3 will provide end to end support for review, selection and award of contracts for the District. <p>CVWD will engage Optony if approved.</p> <p>Following discussion, Director Holcombe moved, and Director Roberts seconded the motion to approve the Task 3 Proposal from Optony in an amount not to exceed \$20,300. The motion carried by a 4-0-1 vote with Director Stendell absent. The motion was approved by roll call as follows;</p> <p>Ayes: Holcombe, Van Wingerden, Johnson and Roberts Nays: None Absent: Stendell</p>

<p>CAPP FUNDING UPDATE</p>	<p>General Manager McDonald presented an update for the CAPP Funding.</p> <p>The District submitted a grant application for Title 16, a federal funding program for Reuse projects. USBR Title 16 funding program is an important part of the CAPP funding strategy. On August 18, 2022 the USBR announces that it would be funding the CAPP project for the full eligible amount of \$9,659,990.</p> <p>This level of grant funding is consistent with the original goal, however Staff will continue to pursue other funding programs to maximize grants and minimize capital cost for the project.</p>
<p>SIEMENS CONTRACT AMENDMENT TWO</p>	<p>General Manager McDonald presented to consider approval of Amendment Two of the Siemens Contract for metering, solar and lighting modifications.</p> <p>Amendment changes include:</p> <ul style="list-style-type: none"> - Revision of Solar from 200 KW to 191.7 KW - Deletion of the Carpinteria Reservoir Solar analysis - Revision of Price from \$6,468,656.35 to \$6,450,218.02 which reflects an \$18.438 refund - Extending the performance guarantee from 2027 to 2032 - Adjusted performance tables to reflect extended program <p>Following discussion, Director Roberts moved, and Director Holcombe seconded the motion to approve the Amendment Two of the Siemens Contract. The motion carried by a 4-0-1 vote with Director Stendell absent. The motion was approved by roll call as follows;</p> <p>Ayes: Holcombe, Van Wingerden, Johnson and Roberts Nays: None Absent: Stendell</p>
<p>WATER WISE GARDEN CONTEST</p>	<p>General Manager McDonald presented the Water Wise Garden contest winner.</p> <p>Congratulations to Anthony & Lucy Lombardi who were selected as the CVWD Water Wise Garden Recognition Contest Winners for 2022.</p>
<p>DROUGHT COMMITTEE</p>	<p>Directors Holcombe & Johnson gave a verbal report on the Drought Committee meeting that was held on July 14, 2022.</p>
<p>CACHUMA OPERATIONS & MAINTENANCE BOARD MEETING</p>	<p>Director Holcombe gave a verbal report on the COMB Board meeting that was held on August 22, 2022.</p>

<p>ADJOURNED TO CLOSED SESSION</p>	<p>President Van Wingerden adjourned the meeting at 7:40 p.m. to convene the Board into closed session for the following matters:</p> <p>XI. [CLOSED SESSION]: CONFERENCE WITH LEGAL COUNSEL: POTENTIAL/EXISTING LITIGATION [GOVERNMENT CODE SECTION 54956.9(D)(4)] NAME OF MATTER: Kimball-Griffith LP v. Brenda Wren Burman et. al United States District Court Central District of California. civil action number 2.20-cv-10647 AB (AFMx)</p> <p>XII. [CLOSED SESSION]: CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION [GOVERNMENT CODE SECTION 54956.9(D)(4)] 1 Potential Cases: Cachuma Operations & Maintenance Board</p> <p>XIII. [CLOSED SESSION]: CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION [GOVERNMENT CODE SECTION 54956.9(D)(4)] 1 Potential Cases: Cachuma Operations & Maintenance Board</p> <p>XIV. [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)</p>
<p>BOARD RECONVENED IN OPEN SESSION</p>	<p>At 8:00 p.m. President Van Wingerden reconvened the Board meeting with the following reportable actions:</p> <p>XI. No reportable action XII. No reportable action XIII. No reportable action XIV. No reportable action</p>

NEXT BOARD MEETING	The next Regular Board meeting is scheduled to be held on September 28, 2022, at 5:30 p.m., Carpinteria City Hall, 5775 Carpinteria Avenue, Carpinteria California and on Zoom.
ADJOURNMENT	President Van Wingerden adjourned the meeting at 8:01 p.m.
	Robert McDonald, Interim Secretary



AGENDA

REGULAR MEETING OF THE BOARD OF DIRECTORS OF CARPINTERIA GROUNDWATER SUSTAINABILITY AGENCY

CARPINTERIA CITY HALL
5775 CARPINTERIA AVENUE
CARPINTERIA, CA 93013

Wednesday, September 28, 2022 at 5:40 p.m. Pacific Time



Join Zoom Meeting

<https://us06web.zoom.us/j/83718762820?pwd=SUplSHE0VkVOaUpRRcUfSlZLV1hhUT09>

Meeting ID: 837 1876 2820

Passcode: 052008

Or Dial by Phone: 1-669-444-9171

1. **CALL TO ORDER**
2. **PUBLIC FORUM** (Any person may address the Board of Directors on any matter within its jurisdiction which is not on the agenda).
3. **APPROVAL ITEMS**
 - A. ****Minutes for the Meeting of the Board held on September 14, 2022 (for action, Executive Director McDonald)**
4. **UNFINISHED BUSINESS – none**
5. **NEW BUSINESS**
 - A. ****Consider Draft Appeal Policy for GSA Groundwater Fee (For information, Executive Director Bob McDonald).**
 - B. **Public Hearing on Proposed Appeal Policy for GSA Groundwater Fee**
 1. **Opening of Public Hearing (Chairman Van Wingerden)**
 2. **Receipt of Public Comment (Chairman Van Wingerden)**
 3. **Closing of Public Hearing (Chairman Van Wingerden)**
 4. **Director Comments**

**Indicates attachment of document to agenda packet.

- C. **Consider Proposal for assistance on the Design, Creation, Facilitation and Communication needs of a Stakeholder Advisory Committee for the GSA and GSP process not to exceed \$45,955 (For action, Executive Director Bob McDonald).**

6. ADJOURNMENT.

Robert McDonald, Secretary

The above matters are the only items scheduled to be considered at this meeting.

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**Indicates attachment of document to agenda packet.



STAFF REPORT Item VII. A.

Prepared By: Maso Motlow, Management Analyst

For Consideration:

Item VII. A. Approve Hazard Mitigation Plan annex

Background

The District's Local Hazard Mitigation Plan (HMP) 2022 update is an annex to the Santa Barbara County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP). The District's HMP aims to reduce the impact of foreseeable yet often unpredictable natural and human-caused hazards through mitigation planning. The local HMP builds on and refines county-wide hazards and vulnerabilities identified in the MJHMP. The District's HMP was last updated in 2017. Some grant opportunities such as the Building Resilient Infrastructure and Communities (BRIC) grant requires a current, approved HMP for funding eligibility.

Method

The District participated in the 2022 MJHMP Mitigation Advisory Committee (MAC) and Local Planning Team (LMT), reviewed all portions of the MJHMP pertaining to the District and incorporated relevant components into its annex. The District updated its hazard rankings to understand vulnerabilities and identify necessary changes to projects or procedures. The District also updated its list of mitigation measures in preparation for funding opportunities.

Schedule

- Complete
 - Draft HMP
 - CalOES review of HMP
 - District response to comments from CalOES
- Next steps
 - September & October – Board/ committee reviews HMP
 - November – FEMA approves HMP
 - November – Board adopts HMP

Recommendation

In November 2022 adopt the District's annex to the Countywide Hazard Mitigation Plan.



BOARD OF DIRECTORS

Case Van Wingerden –President

Ken Stendell – Vice President

Polly Holcombe

Shirley Johnson

Matthew Roberts

GENERAL MANAGER

Bob McDonald

Hazard Mitigation Plan Process



Update existing Hazard Mitigation Plan (2017) via a County-led process to ensure **eligibility for grants**

District's responsibilities

- **Participate in stakeholder meetings**
 - Mitigation Advisory Committee (MAC)
 - Local Planning Team (LPT)
- **Update local hazard rankings**
- **Update proposed mitigation measures**





Local Hazards

- Local hazards are based on natural and anthropogenic threats
- Prioritization is based on extent (geographic, facilities, and population), history, cost
- Threats that have a **severe impact (cost, loss of life, and major infrastructure damage)** are to rank highest (e.g., earthquake, wildfire, landslide)
- Threats that require **immediate attention** but have less severe impacts also rank highly (e.g., energy shortage, extreme temperatures, drought)

Hazards Prioritization	Rank
Earthquake	1
Wildfire	
Drought and Water Shortage	2
Energy Shortage	
Landslide	
Extreme Temperatures	3
Cyber Attack	4
Dam Failure	
Sea Level Rise / Coastal Erosion	
Flood / Debris Flow	5



Mitigation Measures

Mitigation Activity	Benefits	
Emergency UHF radio communication system	<i>General</i>	Communication and control of remote facilities during emergency
Critical Inventory for pumping equipment	<i>General</i>	Avoiding supply chain issues and procurement delays during emergency
Fireproofing of Gobernador Roof & Control Structure, Shepard Mesa Pump control building	<i>Wildfire</i>	Protects water supply during wildfire
Wood Meter Box Replacement	<i>Wildfire</i>	Protect customer meters from wildfire
Well & Reservoir Generator Installation (El Carro, HQ, Smillie, Gobernador)	<i>Power; water supply</i>	Backup power source; water for consumption and firefighting
Ventura/SB Intertie Project, CAPP Project	<i>Water supply</i>	Increase water supply reliability
AVAR project	<i>Water supply</i>	Protect physical water connection to main source of surface water supply



Next steps

- Strategic & Capital Facilities Committee meeting (October 10th) – comment on HMP
- CVWD staff respond to comments (October)
- Board meeting - (Tentative – November 9th) Adopt HMP

RESOLUTION NO. 1124

**A RESOLUTION OF THE BOARD OF DIRECTORS OF CARPINTERIA VALLEY
WATER DISTRICT APPROVING THE 2022 SUPPLEMENTAL WATER PURCHASE
PROGRAM PURCHASE AGREEMENT RE: SAN GORGONIO PASS WATER
AGENCY**

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 (“SWP”) 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 SWP 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 San Gorgonio Pass Water Agency (“SGPWA”) to supplement the supply provided for in the Water Supply Agreement (“Supplemental Water”) on behalf of CVWD and other CCWA members who have chosen to participate in the 2022 Supplemental Water Purchase Program. The transfer and exchange of Supplemental Water from SGPWA shall be referred to as the “Transfer/Exchange.”

WHEREAS, CVWD is informed and believes that the proposed Transfer/Exchange will be offered to CCWA’s Board of Directors for action at its scheduled September 22, 2022 meeting.

WHEREAS, CVWD has determined to participate in the Transfer/Exchange and has submitted to CCWA a Statement of Intent related thereto. CVWD’s purchase of its allocation of the Transfer/Exchange 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: San Gorgonio Pass Water Agency, 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/Exchange, 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, the California Environmental Quality Act (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 CEQA pursuant to Title 14 of the California Code of Regulations, Sections 15061(b)(2), 15061(b)(3), 15301 for the following reasons:

1. The Transfer/Exchange will facilitate the delivery of SWP water from one SWP contractor to another, using only existing DWR facilities and existing facilities in Santa Barbara and Riverside Counties and is intended to meet existing uses of water and would not support new development or a change in land use. In addition, the amount of required annual return water is minimal, and its impact will be negated by CVWD's existing methods of managing its water supply, including but not limited to those addressed in its Urban Water Management Plan, such that there is no possibility that the Transfer/Exchange will have a significant effect on the environment. (14 Cal. Code Regs. §§ 15061(b)(2), 15061(b)(3), 15301.)

2. The Transfer/Exchange is entirely within the authorized SWP place of use.

3. None of the exceptions to use of an exemption set forth in CEQA Guidelines section 15300.2 apply and the Transfer/Exchange will not have a significant impact 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.

[CONTINUED ON NEXT PAGE]

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 28th day of September 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**

Robert McDonald, Acting Board Secretary

EXHIBIT A

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

CENTRAL COAST WATER AUTHORITY

2022 SUPPLEMENTAL WATER PURCHASE PROGRAM

PURCHASE AGREEMENT

re. San Geronio Pass Water Agency

This Supplemental Water Purchase Program Purchase Agreement (“**Agreement**”) is made as of September 28, 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 (“**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 San Geronio Pass Water Agency (“**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 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.

G. 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 CCWA's Total Expenses, as that term is defined in Paragraph 5.2, and assumption of all liability arising out of and associated with such activities. It is the intention of the Parties that neither CCWA nor any CCWA Participant that is not the 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.

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 up to 400 acre-feet.

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, and provided that Contractor has satisfied all obligations and conditions precedent set forth in this Agreement, CCWA's Executive Director will endeavor to timely execute the Transfer/Exchange Agreement with Seller.

4.2 CCWA Review of DWR Approval Agreement. Upon receipt of the proposed DWR Approval Agreement for the Transfer/Exchange, CCWA's Executive Director will endeavor to timely review the DWR Approval Agreement to determine whether it is consistent with the terms and conditions of the Transfer/Exchange Agreement.

4.3 SBCFCWCD Agreement

4.3.1 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, Indemnification and Release Agreement in the form attached hereto as **Exhibit B** ("**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 CCWA's determination that the DWR Approval Agreement is consistent with the terms and conditions of the Transfer/Exchange 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, the Transfer/Exchange 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 all of CCWA's Total Expenses (as defined in Paragraph 5.2).

5.2 "**Total Expenses**" shall include: (i) all payments made by CCWA to Seller pursuant to the Transfer/Exchange Agreement ("**Transfer/Exchange Agreement Expenses**"), (ii) all water required to be returned to Seller pursuant to the Transfer/Exchange Agreement ("**Exchange Water**"); (iii) all costs incurred by CCWA pursuant to the DWR Approval Agreement, and (iv) all other out-of-pocket expenditures made by CCWA pursuant to this Agreement ("**CCWA Expenses**"). Exchange Water may include any water available to Contractor that satisfies the terms and conditions of the Transfer/Exchange Agreement. CCWA Expenses 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 or any other agreement related to the Transfer/Exchange to which CCWA is a party, including but not limited to the Transfer/Exchange Agreement and the SBCFCWCD Agreement, and any other costs related to or arising out of the Transfer/Exchange or this Agreement.

5.3 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.

5.4 Invoices and Payments. In the event CCWA reasonably determines that the deposit paid by Contractor to CCWA pursuant to Paragraph 5.3 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.

5.5 Reconciliation. Upon termination of this Agreement, CCWA shall provide to Contractor an accounting of the actual Total Expenses 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 Agreement is not received, CCWA shall only be obligated to refund Contractor's deposit of its Transfer/Exchange Agreement Expenses that are returned to CCWA from Seller. CCWA shall not be obligated to refund any CCWA Expenses incurred.

6. Cooperation; Contractor's Representative

6.1 Cooperation. Contractor acknowledges that CCWA's ability to purchase Supplemental Water for and deliver Supplemental Water to Contractor, and to fulfill all other obligations of the Transfer/Exchange Agreement, including but not limited to the return of Exchange Water to Seller, 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. Concurrent with Contractor's execution of this Agreement, in the signature block of this Agreement, Contractor shall identify and provide the name and contact information for Contractor's authorized representative ("**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.

7. Obligation in the Event of Default

7.1 Written Demand Upon Failure to Make Payment or Perform Obligation

7.1.1 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.

7.1.2 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 CCWA.

7.2 Contractor's Failure to Make Payment. Upon Contractor's failure to make any payment or to perform any other obligation hereunder, which failure constitutes a default under this Agreement, Contractor agrees that CCWA may take any or all of the following actions, in its sole and absolute discretion:

7.2.1 CCWA may terminate this Agreement, as provided in Paragraph 11.2.

7.2.2 CCWA may use any funds held by CCWA as credits payable to Contractor, including "O&M Year-end Credits" and any other credits held by CCWA for the benefit of Contractor not already designated to pay an obligation of Contractor, and any cash that Contractor has on deposit with CCWA in the "DWR Reserve Fund" or the "Rate Coverage Reserve Fund," to satisfy Contractor's obligations pursuant to this Agreement, in whole or in part. CCWA shall provide to Contractor an accounting of any such Contractor credits or deposits applied.

7.2.3 CCWA may use any water otherwise available for delivery by CCWA to CVWD pursuant to Contractor's Water Supply Agreement to satisfy Contractor's obligation to return Exchange Water to Seller pursuant to this Agreement, in whole or in part.

8. Disclaimer of Liability

8.1 Contractor acknowledges and agrees that CCWA is in good faith facilitating the Transfer/Exchange on behalf of Contractor, in exchange for Contractor's 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 cost or 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 the Contractor, 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 the Contractor (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, the other Party 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 with the mutual consent of CCWA and the Contractor.

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; Electronic Signatures; 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. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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 all 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 Authorized Representative of the Party to whom the notice is directed. 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, and (iii) all CCWA Participants who are not the Contractor, 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

By: _____ Date: _____
Name: Ray A. Stokes
Title: Executive Director

Approved as to form:

Brownstein Hyatt Farber Schreck

By: _____
Name: Stephanie Osler Hastings

Authorized Representative:

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

CARPINTERIA VALLEY WATER DISTRICT

By: _____ Date: _____
Name: Robert McDonald
Title: General Manager

Approved as to form:

Myers, Widders, Gibson, Jones & Feingold, LLP

By: _____
Name: Cari Ann Potts

Authorized Representative:

Carpinteria Valley Water District
1301 Santa Ynez Ave.
Carpinteria, CA 93013
Attn: Robert McDonald, General Manager
Telephone: (805) 263-4826
Email: Bob@cvwd.net

Exhibit A: Transfer/Exchange Agreement between CCWA and Seller

Exhibit B: Form of SBCFCWCD Agreement

Exhibit A

Transfer/Exchange Agreement between CCWA and Seller

Exhibit B

Form of SBCFCWCD Agreement

**TERM SHEET FOR WATER EXCHANGE
BETWEEN
SAN GORGONIO PASS WATER AGENCY
AND
CENTRAL COAST WATER AUTHORITY**

1. Background:

San Gorgonio Pass Water Agency (“SGPWA”) and the Central Coast Water Authority (“CCWA”) each have water supply contracts, directly or indirectly, with the California Department of Water Resources (“DWR”) for water from the State Water Project (“SWP”). Allocations of SWP are extremely low this year and CCWA could benefit from additional water supplies in 2022. Article 55 of the SWP contracts allow for the conveyance of non-SWP water under certain conditions and subject to DWR operations, SGPWA may have up to 400 acre-feet of water available. SGPWA is willing to release water to CCWA in exchange for water that would be returned in future years, plus a one-time payment.

2. Term:

- a. Subject to DWR operations, SGPWA will release the water to CCWA within the calendar year 2022. CCWA will work with DWR to have the water delivered to the CCWA within 2022. CCWA will return water to SGPWA prior to December 31, 2032.

3. Approvals:

- a. Upon execution of this Term Sheet, SGPWA and CCWA shall (1) initiate discussions with DWR, (2) initiate preparation of CEQA documents for environmental review, and (3) prepare a definitive agreement intended to be finalized and executed by their respective Boards, along with any required CEQA compliance.
- b. CCWA will assist SGPWA with preparing a request to DWR for approval of the exchange.
- c. CCWA shall be responsible for coordinating approvals from DWR for the delivery of the water to CCWA for subsequent delivery to one or more of CCWA’s participants. SGPWA shall be responsible for coordinating with DWR the return water from CCWA.

- d. SGPWA and CCWA will cooperate with each other in processing and obtaining DWR approvals associated with the exchange.
- e. SGPWA and CCWA shall cooperate with each other and DWR in determining and completing any environmental reviews associated with the exchange. To the extent required, SGPWA and CCWA shall share equally the costs for a consultant, if needed, to prepare environmental documents for the exchange; SGPWA shall act as Lead Agency.
- f. CCWA shall be responsible for obtaining the Santa Barbara County Flood Control and Water Conservation District's ("SBCFCWCD") execution of any associated DWR approval agreements.
- g. SGPWA and CCWA shall each be responsible for their own review and processing of required agreements, environmental documents, and other transaction costs.

4. Determination of Transfer Water:

- a. Quantity of Transfer Water: The water to be supplied by SGPWA ("Transfer Water") is made available in accordance with agreements SGPWA has with DWR. Subject to the DWR operations SGPWA may have up to 400 acre-feet of Transfer Water available in 2022 for release into the California Aqueduct for use by CCWA.
- b. Confirmation of Transfer Water: SGPWA will coordinate with DWR to confirm the amount of Transfer Water made available for delivery to CCWA. It is the intent that SGPWA and CCWA finalize the quantity of water and SGPWA shall notify DWR of the amount and preliminary delivery schedule.

5. Conveyance of Transfer Water to CCWA:

- a. Point of Delivery: Both CCWA and SGPWA have access to water supplies and conveyance capacity in the California Aqueduct and San Luis Reservoir. For accounting and operational purposes, it is assumed that the Transfer Water will be made available to CCWA in San Luis Reservoir.
- b. Delivery Schedules: SGPWA, in coordination with CCWA shall submit monthly water delivery schedules to DWR for delivery of the Transfer Water to CCWA.

6. Payments for Transfer Water:

- a. CCWA shall be responsible for the DWR Variable charges for conveying the Transfer Water from the Point of Delivery to CCWA's service area. CCWA shall be responsible for its own internal and/or transaction costs.
- b. CCWA Obligation for Transfer Water: CCWA shall pay \$1500 per acre-foot for each acre-foot of Transfer Water made available by SGPWA

7. Return Water:

- a. CCWA shall return 2 acre-feet for each acre-foot of water made available by SGPWA in 2022 (“Return Water”) unless reduced by agreement as articulated below.
- b. Return Water will be made available to SGPWA in San Luis Reservoir before December 31, 2032.
- c. Return Water can be from any viable source of water that CCWA has available to it.
- d. Subject to 6.g and 6.h below, Return Water will be returned to SGPWA a minimum of one-tenth the Return Water obligation (i.e., 80 acre- feet) per year for the term of the agreement.
- e. Return Water can be returned higher than the annual minimum if agreed upon by both parties.
- f. Return Water will not be returned at a time when SGPWA has limited space to store water in San Luis Reservoir.
- g. Return Water may be suspended during very high allocation years if requested by SGPWA.
- h. CCWA’s obligation to return Return Water may be suspended during DWR declared critically dry years if requested by CCWA.
- i. Annually, by February 1 each calendar year, SGPWA and CCWA will meet and confer to discuss Return Water options. Options will include Return Water timing and volumes. Return Water options may also include securing water on the open market (e.g., other SWP Contractor’s Table A, DWR’s Dry Year Water Purchase Program, etc.) in lieu of Return Water from CCWA.
- j. It is acknowledged that the intent of CCWA and SGPWA is to work together to return outstanding Return Water as quickly as practicable.
- k. SGPWA shall be responsible for the DWR Variable Charges for conveying the Return Water from San Luis Reservoir to the SGPWA service area.
- l. CCWA and SGPWA may agree to reduce the balance of Return Water through a future water exchange or financial arrangement that is acceptable to both parties.
- m. If any Return Water remains by the end of December 31, 2032, then this agreement will be extended by an additional 2 years unless both parties agree to allow this agreement to expire or if new terms have been executed.

8. Misc. Provisions:

- a.** To the extent a third party initiates a claim to challenge the exchange or any aspect of the transaction, SGPWA and CCWA shall share equally in the costs associated with defending the claim, unless either party decides not to defend the claim.
- b.** This Term Sheet is not intended to be binding on either SGPWA or CCWA. Neither party shall be bound until the required environmental review has been completed, a mutually acceptable agreement has been developed and executed, and all required approvals (i.e., DWR, SBCFCWCD, etc.) have been obtained and are in effect.

Terms acknowledged and agreed to by:

SGPWA Water Agency:

Central Coast Water Authority

Lance Eckhart, General Manager

Ray Stokes, Executive Director

September 12, 2022

Mr. Bob McDonald
Carpinteria Valley Water District
1301 Santa Ynez Avenue
Carpinteria, CA 93013

Proposal to Prepare a Mitigated Negative Declaration for Replacement of the Smillie Well

Introduction

The proposed project does not qualify for a categorical exemption from the California Environmental Quality Act (CEQA) because the well would be located at a new site at a sensitive location (adjacent to Carpinteria Creek). Therefore, our scope of work consists of preparation an Initial Study (IS) and Mitigated Negative Declaration (MND). Significant impacts may include nighttime drilling noise, encroachment into the riparian habitat of Carpinteria Creek and disturbance of archeological resources.

Scope of Work

Our scope of work consists of the following tasks:

Project Description. Padre will prepare a project description based on information provided by the District and Pueblo Water Resources. The draft project description will be submitted to the District for review and approval. Upon receipt of comments, the project description will be finalized. The final project description will serve as the basis of all impact analysis. Substantial changes to the project following approval of the project description may require modifications to the MND scope and budget.

Internal Draft IS/MND. Based on the approved project description, we will prepare an IS/MND. The Internal Draft IS/MND will be submitted to the District for review and comment. This Task includes a cultural resources record search, a Phase I archaeological field survey, a biological survey and baseline noise measurements.

Draft IS/MND. Upon receipt of all District comments on the Internal Draft IS/MND, we will make any necessary changes and publish the Public Draft IS/MND. Our fee estimate assumes up to 10 hardcopies and 30 electronic copies (pdf files on CD) of the Public Draft IS/MND will be required. Padre will be responsible for preparation of the Notice of Intent, and distribution of the Notice of Intent and the Public Draft IS/MND based on a list of properties (with addresses, provided by the District) located within 300 feet of the project site. We will also file the Notice of Intent with the County Clerk. We will assist the District in uploading the Public Draft IS/MND to the State Clearinghouse website. The District will be responsible for newspaper publication of the Notice of Intent.



Incorporate Public Comments. At the close of the public comment period and following any public hearing(s), Padre staff will convene with District staff to review written and verbal comments and strategize responses. We will then prepare draft responses to all comment letters received during the comment period.

Because of the uncertainty of the number of comments that will be received, our budget assumes the receipt of up to six comment letters with an average of four comments per letter. If there are comments in excess of this amount, Padre may request a modification to the budget and schedule.

Final IS/MND. Upon approval of the responses to comments, Padre will incorporate any needed text revisions to the Public Draft IS/MND and prepare the Final IS/MND. Our cost estimate provides for delivery of up to five copies of the Final IS/MND. In addition, Padre will prepare a Mitigation Monitoring Plan for approval with the IS/MND at the District's Board hearing.

Team Meeting and Public Hearing. Our scope includes attendance at up to two team meetings with the District, and one public hearing.

Schedule

Padre will meet the following deliverables and schedule requirements. It is important to note that the schedule will be driven by receipt of project information provided by and receipt of comments from the District. Therefore, the schedule outlined below should be considered preliminary.

A draft project description will be delivered within two weeks of receipt of adequate project information. Up to five copies of the Internal Draft IS/MND will be delivered within three weeks of receipt of comments on the project description. Up to ten hardcopies and 30 CD copies of the Public Draft IS/MND will be delivered within two weeks of receipt of all comments from the District on the Internal Draft IS/MND.

Up to five copies of response to public comments will be delivered within two weeks of receipt of all comments on the Public Draft IS/MND. Up to five copies of the Final IS/MND and Mitigation Monitoring Plan will be delivered within two weeks of approval of the responses to comments.

Fee

Padre will complete the scope of work on a time and materials basis for a not-to-exceed fee of \$24,500, according to the attached 2021 Standard Fee Schedule.

*

*

*



Should you have any questions concerning our scope of work or fee, please contact me at 805/644-2220 ext. 4713 at your earliest convenience.

Sincerely,
Padre Associates, Inc.

A handwritten signature in blue ink, appearing to read "Matt Ingamells", is written over the printed name.

Matt Ingamells
Project Manager/Senior Biologist

Attachment: 2021 Standard Fee Schedule

2021 STANDARD FEE SCHEDULE

PROFESSIONAL SERVICES

Principal Professional II	\$ 210/hr
Principal Professional	\$ 180/hr
Senior Professional II.....	\$ 160/hr
Senior Professional.....	\$ 150/hr
Project Professional II.....	\$ 130/hr
Project Professional	\$ 120/hr
Staff Professional II.....	\$ 110/hr
Staff Professional.....	\$ 95/hr
Senior Technician (Non-Prevailing Wage).....	\$ 90/hr
Senior Technician (Prevailing Wage).....	\$ 95/hr
Technician (Non-Prevailing Wage)	\$ 80/hr
Technician (Prevailing Wage)	\$ 85/hr
Senior GIS/CAD Specialist.....	\$ 110/hr
GIS/CAD Specialist.....	\$ 95/hr
Drafting.....	\$ 75/hr
Word Processing/Technical Editor	\$ 80/hr

*Overtime rates for Technicians and Office Staff is 1.3 x rates shown.

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$425 per hour.

OTHER DIRECT CHARGES

Subcontracted Services.....	Cost Plus 15%
Outside Reproduction.....	Cost Plus 15%
Travel, Subsistence, and Expenses.....	Cost Plus 15%
Vehicle	\$ 80/day
Photoionization Detector	\$ 120/day
Nuclear Density Gauge	\$ 85/day
Automobile Mileage.....	\$ 0.85/mile

2022 Urban Community Drought Relief Grant Program

Draft Guidelines and Proposal Solicitation Package

Published: August 2022



FOREWORD

This document contains the California Department of Water Resources' (DWR) DRAFT Guidelines and Proposal Solicitation Package (GL/PSP) for the 2022 Urban Community Drought Relief Grant Program (Program). The Program is funded by the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) and amendments thereto. Applicants must read the entire document and are encouraged to read linked references and templates prior to submitting their application.

Grant Program and Drought Websites

This document, as well as other pertinent information about the Urban Community Drought Relief Grant Program, can be found at the following link:

<https://water.ca.gov/Water-Basics/Drought/Urban-Drought-Grant>

In addition, information about other DWR and State Agency drought efforts and funding programs can be found at the following link: <https://water.ca.gov/Water-Basics/Drought>

Contact Information

For questions about this document or the Program, please send an e-mail to: Urbandrought@water.ca.gov

Grant Agreement

All applicants that are awarded funding will be required to enter into a grant agreement with DWR. The grant agreement template can be found at the following link:

<https://water.ca.gov/Water-Basics/Drought/Urban-Drought-Grant>

It is HIGHLY recommended that applicants review the grant agreement template prior to submission of their application. If applicants are not able to abide by the terms and conditions contained therein, applicants should not submit an application. Note that the agreement template is subject to change prior to agreement execution.

Application Timeline

Applications will be accepted following publication of the Final GL/PSP. Updated timelines will be posted on the following website:

<https://water.ca.gov/Water-Basics/Drought/Urban-Drought-Grant>

Applicants are encouraged to check the website frequently for updates.

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ACRONYMS AND ABBREVIATIONS

Abbreviation	Definition
AB	Assembly Bill
AP	Advanced Payment
AWMP	Agricultural Water Management Plan
CASGEM	California Statewide Groundwater Elevation Monitoring
CEQA	California Environmental Quality Act
DAC	Disadvantaged Community
DIR	California Department of Industrial Relations
DWR	Department of Water Resources
EO	Executive Order
GB	Gigabyte
GL	Guidelines
GSA	Groundwater Sustainability Agency
GWMP	Groundwater Management Plan
LPS	Local Project Sponsor
NA	Not Applicable
NAHC	Native American Heritage Commission
PSP	Proposal Solicitation Package
SB	Senate Bill
SGMA	Sustainable Groundwater Management Act
URC	Underrepresented Community
UWMP	Urban Water Management Plan
Water Code	California Water Code
WSCP	Water Shortage Contingency Plan

I. PURPOSE AND USE

This Guidelines and Proposal Solicitation Package (GL/PSP) establishes the process, procedures, and criteria that the Department of Water Resources (DWR) will use to implement the Urban Community Drought Relief Grant Program (Program). The GL/PSP is a combined document that provides both general information about the Program and detailed information about the proposal solicitation. This document includes information on Program requirements, eligible applicant and project types, submittal and review of grant applications, and the grant award process. This Program is being conducted separately and independently from the [Small Community Drought Relief Program](#), except that applications received under either program may be referred to the other if deemed to be a better fit in terms of eligibility.

II. INTRODUCTION

In June 2022, the California legislature amended the [Budget Act of 2021 \(Stats. 2021, ch. 240, § 80\)](#) to allocate an additional \$545 million to DWR to award grants for drought relief. These grants are intended to provide water to communities that face the loss or contamination of their water supplies, to address immediate impacts on human health and safety, and to protect fish and wildlife resources.

III. PROGRAM SCHEDULE

Table 1 outlines the general schedule for this Program. This schedule is subject to change. Applicants are encouraged to check the website listed in the Foreword frequently for exact dates as they become available. Applications will be accepted on a rolling basis and evaluated at set intervals. Awards will be made on set intervals throughout the solicitation.

Table 1 – Urban Community Drought Relief Grant Program Schedule

Activity	Schedule*
DWR releases final GL/PSP	September 2022
DWR begins accepting applications on a rolling basis (see Section V.I.I. C for more detail)	Following release of final GL/PSP
DWR announces grant awards in phases	Starting early November 2022

*Subject to change. Program website will have updated information.

IV. FUNDING

a. Funding Source

The Budget Act of 2021 (Stats. 2021, ch. 240, § 80) for the State of California allocated funding to DWR to award grants for drought relief as defined in Table 2. DWR will utilize 5% of the funding for administrative costs of the Program. DWR retains discretion to utilize additional funds for state operations.

Table 2 – Funding Summary

Funding Source*	Total Funding Available	Approximate amount in this solicitation	Who may receive money from this funding source?
Urban Community Drought Relief	\$190 million	\$175 million	Projects must provide at least 50% of the benefit to areas covered by an Urban Water Management Plan
Turf Replacement	\$71.25 million	\$38 million	Projects replacing traditional turf with lower water use materials. Projects must provide at least 50% of the benefit to areas covered by an Urban Water Management Plan
Conservation for Urban Suppliers	\$71.25 million	\$71.25 million	Water conservation projects for Urban Water Suppliers. Projects must provide at least 50% of the benefit to areas covered by an Urban Water Management Plan
Program Administration (approx. 5% from each funding source above)	\$17.5 million	\$15 million	DWR administrative costs and other State Operations as appropriate
Total funding amount addressed by this solicitation	-	Approx. \$300 million	-

**Projects may be funded by either Urban Community Drought Relief funds, Turf Replacement funds, Conservation for Urban Supplier funds, or a mix of all three. DWR will match applications to the appropriate funding source based on eligibility and the availability of funds. DWR may make additional funds available from the remaining Turf Replacement funds, should the demand exceed the amount made available through this solicitation.*

b. Underrepresented Communities and Tribes Implementation Fund (approximately \$85 million)

A Set Aside of approximately \$85 million will be made available for Underrepresented Communities and Tribes for projects that provide at least 50% of the primary water management related benefit directly to an Underrepresented Community or Tribe. See Appendix H of the 2022 Guidelines for information on how to determine if a community is an Underrepresented Community or Tribe.

c. General Implementation Fund (\$200M)

Remaining \$200 million (approx.) will be available to all eligible applicants, including Underrepresented Communities and Tribes. Should the request for the Underrepresented Community and Tribes Implementation Fund exceed the amount available, DWR may elect to pull funding from the General Implementation Fund.

d. Funding Match Requirements

This program requires a minimum cost share of 25% of the total project costs. Applicants must demonstrate that a minimum of 25% of the total project costs will be paid for with non-State funds. Costs incurred on or after July 1, 2022 can be used as local cost share; in-kind services may also be used for local cost share. An applicant may request the local cost share requirement be waived for projects that provide at least 50% of the primary benefit to an Underrepresented Community or Tribe. To determine if a

cost share waiver applies, DWR will review and evaluate documentation submitted in the application supporting the project benefit area claimed. Project benefits may be claimed based on either population or geographic area.

V. ELIGIBILITY

a. Eligible Applicants

The grant applicant is the entity submitting the grant application; this entity will also be the primary entity to enter into the grant agreement with DWR. Entities that are eligible to apply under this GL/PSP (or included as LPS in the application) are listed below:

- Public agencies
- Public utilities
- Special districts
- Colleges and universities
- Mutual water companies
- Non-profit organizations¹
- Regional water management groups, as defined in Section 10539 of the Water Code
- Federally recognized California Native American Tribes
- Non-federally recognized Native American Tribes on the contact list maintained by the Native American Heritage Commission for the purposes of Chapter 905 of the Statutes of 2004

b. Eligible Project Types

For the purposes of this GL/PSP, “project” means all planning, design, engineering, acquisition of real property interests, construction and related activities undertaken to implement a discrete action to be funded under this Program. Eligible project types include:

- Hauled water
- Installation of temporary or permanent community water tanks
- Bottled water
- Water vending machines
- Emergency water interties
- New wells or rehabilitation of existing wells
- Construction or installation of permanent connection to adjacent water systems, recycled water projects that provide immediate relief to potable water supplies, and other projects that support immediate drought response
- Fish and wildlife rescue, protection, and relocation
- Education, outreach, direct installation programs, rebate programs, and other activities to increase water conservation
- Turf Replacement Projects
- Drought resilience planning
- Other projects that support immediate drought response

Projects (e.g., groundwater recharge, and ecosystem restoration) not explicitly identified may still be eligible if projects satisfy the criteria and eligibility outlined in this GL/PSP and address a drought impact.

¹ “Non-profit organization” means an organization qualified to do business in California and qualified under Sections 501(c)(3) of Title 26 of the United States Code.

DWR especially encourages:

- Projects providing turf replacement and direct install programs to Underrepresented Communities and Tribes.
- Large scale Turf Replacement or Turf to Turf projects for schools, community centers, government centers, and other institutions in Underrepresented and Tribal Communities.

Applicants are encouraged to review the supporting materials and contact DWR with questions on eligibility.

There is a minimum award amount of \$5 million per award. Smaller projects may be bundled together in a single application to meet the minimum grant award requirement. For such applications, DWR requires a single primary Grantee to enter into the grant agreement with DWR and each project should have an assigned “local project sponsor” (LPS). The LPS must qualify as an eligible applicant (see Section V.a.). DWR may establish a maximum award size depending on the applications received and available funds.

c. Eligible Costs & Reimbursement Limitations

Costs incurred after July 1, 2022 are eligible for reimbursement. Eligible costs include technical assistance, site acquisitions, and costs directly related to the provision of each project.

Grantees are encouraged to limit grant administrative costs (i.e., coordinating contractual obligations with DWR, quarterly reporting, submitting invoices, etc.). Grant administrative costs should generally not exceed 10% of the total requested grant amount for the application, but exceptions may be made with reasonable justification.

Ineligible activities and costs not reimbursable by this Program include, but are not limited to, the following items:

- Meals not directly related to travel
- Payment of stipends
- Purchase of equipment that is not an integral part of the project
- Purchase of water supplies that are not an integral part of the project
- Establishment of a reserve fund
- Replacement of existing funding sources for ongoing programs
- Support of existing punitive regulatory agency requirements and/or mandates in response to negligent behavior
- Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to the execution of the grant agreement
- Payment of principal or interest of existing indebtedness or any interest payments.
- Operation and maintenance costs
- Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law
- Any federal or state taxes
- Expenses incurred in preparation of the application for this solicitation or an application for another program
- Indirect costs: Indirect Costs are costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to, central service costs; general administration of the Funding Recipient; non-project-specific accounting and personnel services performed within the Funding Recipient’s organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition; conference fees, and generic overhead or

markup. It is highly recommended that the applicants review the agreement template for further guidance on how to correctly submit charges for administrative expenses.

This list applies to the Grantee and any subcontract or sub-agreement entered into for work on the funded project that will be reimbursed with grant funds from DWR.

d. Additional Application and Project Eligibility Requirements

For the purposes of this GL/PSP, all projects (or a single project) submitted in a single application are collectively referred to as an “Application”. Application and project eligibility requirements for this GL/PSP are included in Table 3. All applicants are required to submit a self-certification form to certify compliance with the requirements to demonstrate and maintain eligibility to receive state funds. Appendix D provides more detailed information on the eligibility requirements.

DRAFT



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: September 22, 2022

GENERAL MANAGER

Robert McDonald, P.E. MPA

For Consideration: WY 2023, Cachuma zero allocation

Background

In last several years the Cachuma Member Units (MUs) have worked with COMB to develop a robust predictive lake model with an accounting module. This was done for several reasons including projection of lake levels in order to predict when planning & implementation of the emergency pumping facility (EPF) would be necessary, predicting the amount of available Cachuma Project water for allocation each October. Using the model In WY 2021 the MUs successfully convinced the USBR that sufficient water was available for 100% and similarly in WY 2022 the model was used to demonstrate that there was enough water for an 80% allocation, however USBR opt to allocate 70% based on a simplistic mode they had built. This year the COMB model showed enough water for a 15% allocation. This finding was communicated to USBR in July of this year.

Analysis

On Thursday September 22, USBR called a meeting to discuss the findings of their model. They presented a newly constructed model. The model was not shared with the MUs prior to the meeting. This model showed that there was insufficient storage to allocate water for WY 23. As such the USBR used the meeting to announce its intent to issue a zero allocation for WY 23. The USBR also indicated that if hydrologic conditions this winter brought sufficient water into Lake Cachuma, they would re- evaluate the allocation in the spring.

As far as CVWD supply planning, the zero allocation was assumed as the likely outcome during the CVWD water supply projections done earlier this year. The zero allocation will not change CVWD 5-year water supply strategy

Recommendation:

This item is for information only. No action is needed



A Meeting of the

**BOARD OF DIRECTORS
OF THE
CENTRAL COAST WATER AUTHORITY**

will be held at 9:00 a.m., on Thursday, September 22, 2022

Via URL: <https://meetings.ringcentral.com/j/1494171412>
or by dialing 1(623)404-9000 and entering access Code/Meeting ID: 149 417 1412 #

In response to the spread of the COVID-19 virus, Governor Newsom declared a state of emergency which directly impacts the ability of legislative bodies and the public to meet safely in person. To help minimize the potential spread of the COVID-19 virus, the CCWA Board of Directors shall consider whether to hold this public meeting telephonically pursuant to the requirements of Government Code section 54953(e), as amended by Assembly Bill 361 (2021). The CCWA Board of Directors and public will participate in this meeting by video call or telephone.

Eric Friedman
Chairman

Jeff Clay
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

Public Comment on agenda items may occur via video call or telephonically, or by submission to the Board Secretary via email at lfw@ccwa.com no later than 8:00 a.m. on the day of the meeting. In your email, please specify (1) the meeting date and agenda item (number and title) on which you are providing a comment and (2) that you would like your comment read into the record during the meeting. If you would like your comment read into the record during the meeting (as either general public comment or on a specific agenda item), please limit your comments to no more than 250 words.

Every effort will be made to read comments into the record, but some comments may not be read due to time limitations. Please also note that if you submit a written comment and do not specify that you would like this comment read into the record during the meeting, your comment will be forwarded to Board members for their consideration.

Pursuant to Government Code section 54957.5, non-exempt public records that relate to open session agenda items and are distributed to a majority of the Board less than seventy-two (72) hours prior to the meeting will be available on the CCWA internet web site, accessible at <https://www.ccwa.com>.

I. Call to Order and Roll Call

II. * Resolution No. 22-09 of the Board of Directors of the Central Coast Water Authority Authorizing Remote Teleconference Meetings of the Board of Directors And All Subordinate Bodies Under the Ralph M. Brown Act

Staff Recommendation: Adopt Resolution No. 22-09 of the Board of Directors of the Central Coast Water Authority Authorizing Remote Teleconference Meetings of the Board of Directors and All Subordinate Bodies under the Ralph M. Brown Act.

III. CLOSED SESSION

- A. 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 and Water Conservation District, et al. (Case No. 21CV02432)

Agenda Item III, the Closed Session, is anticipated to take 15 minutes. The remainder of the Meeting will start no earlier than 9:15 am.

IV. Return to Open Session

- A. Report on Closed Session Actions (if any)

V. Public Comment – (Any member of the public may address the Board relating to any matter within the Board’s jurisdiction. Individual Speakers may be limited to five minutes; all speakers to a total of fifteen minutes.

Continued

* Indicates attachment of document to original agenda packet.

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

VI. Consent Calendar

- * A. Minutes of the July 28, 2022 Regular Meeting
 - * B. Bills
 - * C. Controllers Report
 - * D. Operations Report
- Staff Recommendation:* Approve the Consent Calendar

VII. Executive Director's Report

- A. 2022 Supplemental Water Purchase Program Update
Staff Recommendation: Informational item only.
- * B. 2022 Supplemental Water Purchase Program: Purchase of Supplemental Water Supplies from San Geronio Pass Water Agency
Staff Recommendation: Adopt Resolution No. 22-10: A Resolution Of The Board Of Directors Of The Central Coast Water Authority Approving The 2022 Purchase Of Supplemental Water Supplies From San Geronio Pass Water Agency
- * C. Consideration of Resolution No. 22-11 Authorizing Use of Electronic Signatures and Administrative Policy
Staff Recommendation: Adopt Resolution No. 22-11, a "Resolution of the Board of Directors of the Central Coat Water Authority Authorizing the Use of Electronic Signatures and Authorizing Executive Director to Implement the Terms and Conditions of Such Use."
- * D. Consideration of Resolution No. 22-12 for Approval of Alternate Release Point Project and Cost Sharing
Staff Recommendation: Approve the Alternate Release Point Project, subject to receipt of the United States Bureau of Reclamation's approval of the Project and the Parent District's agreement to share equally in the costs of the Project, and Adopt Resolution No. 22-12 Approving Alternate Release Point Project and Cost Sharing.
- * E. CCWA/San Luis Obispo County Transfer Change to Calendar Year 2023
Staff Recommendation: Adopt Resolution No. 22-13 Amending Resolution No. 2022-08 Regarding The Agreement For The Transfer And Treatment Of State Water Project Water Between The Central Coast Water Authority And The San Luis Obispo County Flood Control And Water Conservation District.
- * F. Procurement of Safety Consultant, Estimated Budget \$50,000
Staff Recommendation: Authorize the Executive Director to procure the services of a qualified safety consultant, with an estimated budget of \$50,000 and Authorize the Executive Director to utilize General Ledger Item 5000.10 (Personnel Expenses – Fulltime Regular Wages) to establish a budget to fund the services of the Safety Consultant.
- * G. Request for Approval of Carryover of Project Funds from FY 21/22 to FY 22/23 - \$1,306,454.76
Staff Recommendation: That the Board approve the carryover of project funds from FY 21/22 to FY 22/23 as follows:
Capitalized Project \$1,222,750.68
Expensed Project \$83,704.08
Total: \$1,306,454.76
- H. State Water Contractors Update
Staff Recommendation: Informational item only.
- I. Legislative Report
Staff Recommendation: Informational item only.

VIII. Reports from Board Members for Information Only

IX. Items for Next Regular Meeting Agenda

X. Date of Next Regular Meeting: October 27, 2022

XI. Adjournment



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

**Monday, September 26, 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/83044883758?pwd=EHWLwE80yyg1tFc3noe119gdYum66O.1>

Passcode: 413926

Join via teleconference:

US: +1 669 900 6833 Conference ID: 830 4488 3758 Passcode: 413926

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.

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

Monday, September 26, 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 Order's 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. RESOLUTION NO. 766 – CONFIRMATION OF LOCAL EMERGENCY - RATIFICATION OF GOVERNOR NEWSOM'S DECLARED STATE OF EMERGENCY (HEALTH AND SAFETY)**
Action: Recommend adoption by motion and roll call vote of the Board
- 4. 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 August 22, 2022 Regular Board Meeting
 - b. Investment of Funds
 - Financial Reports
 - Investment Reports
 - c. Review of Paid Claims
- 5. VERBAL REPORTS FROM BOARD COMMITTEES**
Receive verbal information regarding the following committee meetings:
 - Lake Cachuma Oak Tree Committee Meeting – September 16, 2022
- 6. LAKE CACHUMA OAK TREE RESTORATION PROGRAM – FISCAL YEAR 2022-23**
Action: Recommend approval by motion and roll call of the Board
- 7. LAKE CACHUMA EMERGENCY PUMPING FACILITY SECURED PIPELINE PROJECT – STATUS REPORT**
Receive and file a preliminary status report on the Lake Cachuma Emergency Pumping Facility Secured Pipeline Project

8. GENERAL MANAGER REPORT

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

- Administration / Staff Training
- Virtual Meetings

9. ENGINEER'S REPORT

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

- Climate Conditions
- Lake Elevation Projection
- Infrastructure Improvement Projects

10. OPERATIONS DIVISION REPORT

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

- Lake Cachuma Operations
- Operation and Maintenance Activities

11. 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

12. 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

13. 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

14. DIRECTORS' REQUESTS FOR AGENDA ITEMS FOR FUTURE MEETING

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

- a. [Government Code Section 54956.9(d)(1)]
Name of matter: *Kimball-Griffith L.P. v. Brenda Wren Burman, et al.*, Case No. 2:20-cv-10647
– Request for Declaratory and Injunctive Relief
- b. Potential Litigation: Conference with Legal Counsel
- c. Potential Litigation: Conference with Legal Counsel

16. RECONVENE INTO OPEN SESSION

[Government Code Section 54957.7]

Disclosure of actions taken in closed session, as applicable

[Government Code Section 54957.1]

15a. Name of matter: *Kimball-Griffith L.P. v. Brenda Wren Burman, et al.*, Case No. 2:20-cv-10647
– Request for Declaratory and Injunctive Relief

15b. Potential Litigation: Conference with Legal Counsel

15c. Potential Litigation: Conference with Legal Counsel

17. MEETING SCHEDULE

- **October 24, 2022 at 1:00 PM**
- **Board Packages available on COMB website www.cachuma-board.org**

18. 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.

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.

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.