



## AGENDA

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

CARPINTERIA CITY HALL  
5775 CARPINTERIA AVENUE  
CARPINTERIA, CA 93013

Wednesday, August 14, 2024 at 5:30 p.m.

#### BOARD OF DIRECTORS

Case Van Wingerden  
President  
Shirley L. Johnson  
Vice President

Casey Balch  
Polly Holcombe  
Matthew Roberts

#### GENERAL MANAGER

Robert McDonald, P.E. MPA

#### Join Zoom Meeting

<https://us06web.zoom.us/j/86324194703?pwd=bNhRBGKe9xFnM89E2PxxW6lMiFV2lS.1>

Meeting ID: 863 2419 4703

Passcode: 396312

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. **Online:** Comments may be submitted online through the “eComments” function located in the **Upcoming Events** section on our website: <https://cvwd.net/about/our-board/meetings/> **by 5:00 p.m. on the day 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](mailto: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: Vice-President Johnson

#### II. ROLL CALL: Board Secretary, Lisa Silva

#### III. PUBLIC FORUM (Any person may address the Board of Directors on any matter within its jurisdiction which is not on the agenda)

#### IV. CONSENT AGENDA

##### A. **\*\*Minutes of the Regular Board meeting held on July 24, 2024**

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

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

**V. UNFINISHED BUSINESS – None**

**VI. NEW BUSINESS –**

- A. \*\*Recognize Carpinteria Water Wise Garden Recognition Contest Winner 2024 (for information, General Manager McDonald)**
- B. \*\*Consider Engaging Chandler Asset Management for District Investment Advisor Services (for action, General Manager McDonald)**
- C. \*\*Consider Ratification of Authorization Santa Claus Lane Change Order in the amount of \$14,250 from Tierra Contactors (for action, General Manager McDonald)**
- D. \*\*Consider amendment one for JPA agreement for CGSA (for information, General Manager McDonald)**
- E. \*\*Consider Migration of District Website to Streamline Content Management Platform (for action, General Manager McDonald)**
- F. \*\*Consider attending California Water Reuse Conference September 15-17, 2024 (for information, General Manager McDonald)**
- G. Consider and discuss Notice of Board Vacancy in CVWD Election District 5 (for information, General Manager McDonald)**

**VII. DIRECTOR REPORTS –**

- A. \*\*Rate & Budget Committee – August 8, 2024 – Directors Johnson and Roberts**
- B. \*\*COMB Fisheries Committee – July 31, 2024 – Director Holcombe**
- C. \*\*CCWA Board Meeting – July 25, 2024 – Director Johnson**

**VIII. GENERAL MANAGER REPORTS (for information) - none**

**IX. CONSIDER DATES AND ITEMS FOR AGENDA FOR:**

**CARPINTERIA VALLEY WATER DISTRICT SPECIAL BOARD MEETING OF AUGUST 21, 2024, AT 5:30 P.M., CARPINTERIA CITY HALL, 5775 CARPINTERIA AVENUE, CARPINTERIA, CALIFORNIA.**

**X. ADJOURNMENT.**

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

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

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., August 11, 2024. 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.

	<b>MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS</b>	
	<b>CARPINTERIA VALLEY WATER DISTRICT</b>	
	<b>July 24, 2024</b>	
	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, July 24, 2024, and led the Board in the Pledge of Allegiance.	
<b>ROLL CALL</b>	Directors Present; Holcombe, Balch, Roberts and Van Wingerden Director Johnson joined the meeting at 5:35 p.m.	
	Others Present: Bob McDonald	
	Cari Ann Potts Norma Rosales Lisa Silva Maso Motlow	Carolyn Frary Scott Van Der Kar Will Carleton
<b>PUBLIC FORUM</b>	No one from the public addressed the Board.	
<b>CONSENT AGENDA</b>	Following discussion, Director Roberts moved, and Director Holcombe seconded the motion to approve the consent agenda. The motion carried by a 4-1 vote with Director Johnson absent. The motion was approved by roll call as follows;  Ayes: Holcombe, Balch, Roberts and Van Wingerden Nayes : none Absent: Johnson	
<b>CLOSED SESSION</b>	President Van Wingerden adjourned the meeting at 5:33 p.m. to convene the Board into closed session for the following matters:  <b>VI. [CLOSED SESSION] CONFERENCE with Labor Negotiator pursuant to Government Code Section 54957.6. District Negotiator: Jeffery Dinkin Employee Organization: SEIU Local 620</b>	
<b>BOARD RECONVENED IN OPEN SESSION</b>	At 6:06 p.m., President Van Wingerden reconvened the Board meeting with the following reportable actions:  <b>VI. No reportable Action</b>	
<b>ADJOURN</b>	President Van Wingerden opened the regular Carpinteria Groundwater Sustainability Agency meeting at 6:06 p.m.	

<b>RECONVENED TO REGULAR BOARD MEETING</b>	President Van Wingerden reconvened the Board meeting at 6:50 p.m.
<b>AUDIT ARRANGEMENT LETTER FY 23/24</b>	<p>General Manager McDonald presented to consider Bartlett Pringle &amp; Wolf Audit Arrangement Letter for Fiscal Year 23/24 in an amount not to exceed \$37,000.</p> <p>Following discussion, Director Roberts moved, and Director Holcombe seconded the motion to approve Audit Arrangement letter for FY 23/24 in an amount not to exceed \$37,000. The motion carried by a 5-0 vote. The motion was approved by roll call as follows;</p> <p>Ayes: Holcombe, Johnson, Roberts, Balch, and Van Wingerden  Nayes : none  Absent: none</p>
<b>STRATEGIC PLANNING UPDATE</b>	<p>General Manager McDonald presented to consider the CVWD Strategic Planning update. Presented by Maso Motlow.</p> <p>For Information.</p>
<b>RESOLUTION NO. 1159</b>	<p>General Manager McDonald presented to consider Resolution No. 1159 Closing of a Checking Account for Certificates of Participation Series 2020C.</p> <p>Following discussion, Director Balch moved, and Director Holcombe seconded the motion to adopt Resolution No. 1159. The motion carried by a 5-0 vote. The motion was approved by roll call as follows;</p> <p>Ayes: Holcombe, Johnson, Roberts, Balch, and Van Wingerden  Nayes : none  Absent: none</p>
<b>WESTWATER RESEARCH</b>	<p>General Manager McDonald presented to consider engaging Westwater Research to develop Water Supply Opportunities Model and Study in an amount not to exceed \$72,000.</p> <p>Following discussion, Director Holcombe moved, and Director Roberts seconded the motion to engage Westwater Research in an amount not to exceed \$72,000. The motion carried by a 4-1 vote with Director Johnson opposing. The motion was approved by roll call as follows;</p> <p>Ayes: Holcombe, Balch, Roberts and Van Wingerden  Nayes : Johnson  Absent: none</p>
<b>TIERRA CONTRACTORS</b>	General Manager McDonald presented to consider Quote from Tierra Contractors to complete additional work on Santa Claus Lane Project in an amount not to exceed \$132,990.

	<p>Following discussion, Director Roberts moved, and Director Balch seconded the motion to approve Tierra Contractors quote in an amount not to exceed \$132,990. The motion carried by a 5-0 vote. The motion was approved by roll call as follows;</p> <p>Ayes: Holcombe, Balch, Johnson, Roberts and Van Wingerden  Nayes : none  Absent: none</p>
<b>DISTRICT ELECTIONS</b>	<p>General Manager McDonald presented to consider the District Elections Schedule for 2024.</p> <p>Candidate filing period will be open from July 15 – August 9, 2024 to fill the two open Divisions 2 &amp; 4.</p> <p>For information.</p>
<b>STRATEGIC WATER MANAGEMENT COMMITTEE MEETING</b>	<p>Directors Roberts and Balch gave a verbal report on the Strategic Water Management Committee meeting that was held on July 1, 2024.</p>
<b>RATE &amp; BUDGET COMMITTEE MEETING</b>	<p>Directors Johnson and Van Wingerden gave a verbal report on the Rate &amp; Budget Committee meeting that was held on July 9, 2024.</p>
<b>STRATEGIC WATER MANAGEMENT COMMITTEE MEETING</b>	<p>Directors Roberts and Johnson gave a verbal report on the Strategic Water Management Committee meeting that was held on July 17, 2024.</p>
<b>CACHUMA OPERATIONS &amp; MAINTENANCE BOARD REGULAR MEETING</b>	<p>Director Holcombe gave a verbal report on the COMB Regular Board meeting that was held on June 24, 2024.</p>
<b>CACHUMA OPERATIONS &amp; MAINTENANCE BOARD REGULAR MEETING</b>	<p>Director Van Wingerden gave a verbal report on the COMB Regular Board meeting that was held on July 22, 2024.</p>
<b>CENTRAL COAST WATER AUTHORITY BOARD MEETING</b>	<p>Director Johnson gave a verbal report on the CCWA Board meeting that was held on July 11, 2024.</p>
<b>CENTRAL COAST WATER AUTHORITY OPERATING COMMITTEE MEETING</b>	<p>General Manager Robert McDonald gave a verbal report on the CCWA Board meeting that was held on July 11, 2024.</p>
<b>NEXT BOARD MEETING</b>	<p>The next Regular Board meeting is scheduled to be held on August 14, 2024, at 5:30 p.m., Carpinteria City Hall, 5775 Carpinteria Avenue, Carpinteria California.</p>
<b>ADJOURNMENT</b>	<p>President Van Wingerden adjourned the meeting at 8:08 p.m.</p> <p>Lisa Silva, Board Secretary</p>

## **Memo**

**To:** Bob McDonald, General Manager  
**From:** Rhonda Gutierrez, Engineering Technician  
**cc:** Brian King, District Engineer  
**Date:** 08/08/2024  
**Re:** 2024 WaterWise Garden Recognition Contest. Winner

The Carpinteria Valley Water District and County grand prize winner of the 2024 WaterWise Garden Recognition Contest is Natasha Lohmus.

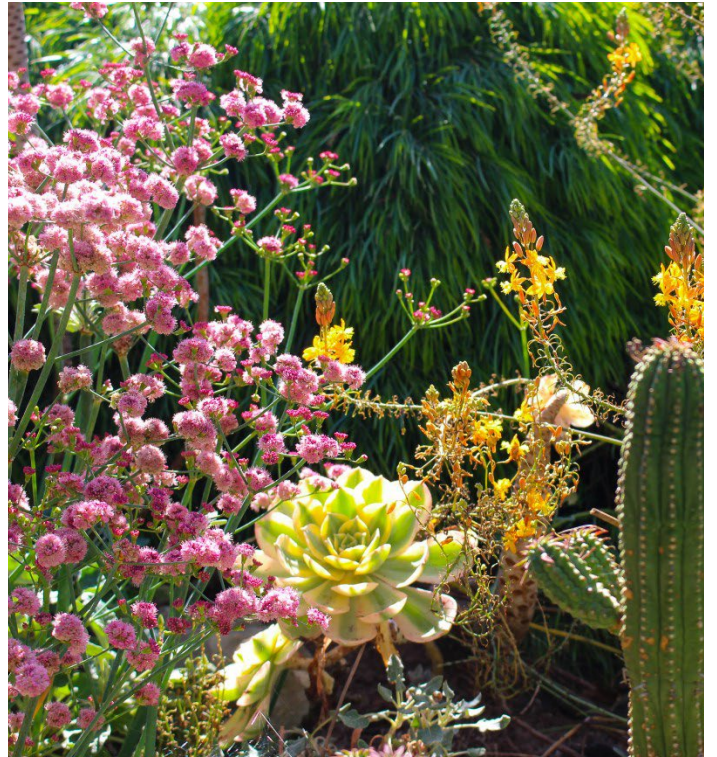
Five years ago, Natasha embarked on a mission to turn her front yard into a buzzing oasis for bees, butterflies, and birds. Today, her garden is a vibrant masterpiece of colors and textures, a haven for wildlife, and a budget-friendly water-wise wonderland. The process took a lot of love and plenty of sweat. She removed the Bermuda grass and replaced it with a low-water no-mow lawn and a friendly army of native plants and succulents. Water-wise and lush, her garden relies mostly on hand-watering with infrequent use of an oscillating sprinkler. A clever rainwater collection system that includes a dry creek bed and redirection of water from the gutters and pathways supplement the watering. Natasha is also a proud owner of a mini aquaponics system, providing a home for goldfish and koi; their waste creates nutrient-rich water that becomes plant food. Her verdant oasis not only snagged the county-wide grand prize but also stands as a testament to her creativity, perseverance, and commitment to water conservation. Natasha's typical water usage is 1-2 billing units per month.

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# Carpinteria Valley Water District

*June 17, 2024*

**Mia Corral Brown**  
*Regional Director*

**Ryan Tauber**  
*Managing Director*

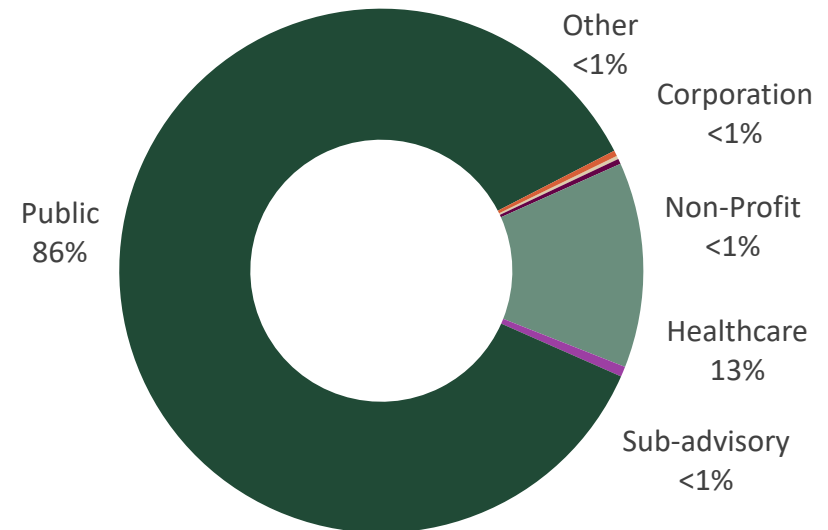
*For One-on-One Presentation*

800.317.4747 | [chandlerasset.com](http://chandlerasset.com) | [info@chandlerasset.com](mailto:info@chandlerasset.com)

*“We believe if we do what is right for our clients, our own success will follow.”*

- *Independent & Employee-Owned*
  - Fixed income investment specialist since 1988
  - Founded by public agency investment professionals
  - Serve institutions with public sector focus
  - Headquartered in San Diego, CA
  
- *Custom Investment Programs*
  - Investment solutions based on individual risk profiles and return goals
  - Direct access to investment management team
  - Strategies for operating, short, and long-term reserves, bond proceeds, and other Board-designated funds
  
- *Stable Team of Investment Professionals*
  - Team of investment professionals average more than two decades of portfolio management experience
  - Continuity provided through team approach
  - Disciplined, repeatable investment process
  - Proprietary investment analysis

**Assets Under Management**  
**\$35.4 Billion**

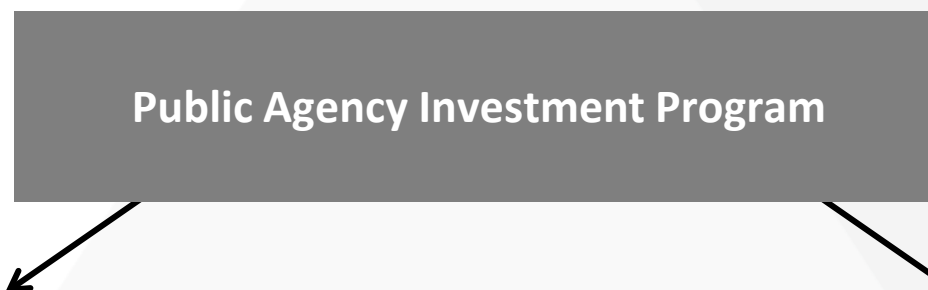


# Significant Experience with Water and Wastewater Districts

*Chandler manages over \$3.6 billion in assets for water, wastewater, and utilities districts nationwide, including the following clients:*

Chandler's Water, Wastewater, and Utilities District Clients			
As of March 31, 2024			
Client	AUM	Client	AUM
Coachella Valley Water District, CA	\$481 MM	West Basin Municipal Water District, CA	\$42 MM
Central Florida Tourism Oversight District, FL	\$390 MM	San Bernardino Muni. Water Dept., CA	\$41 MM
Rancho California Water District, CA	\$299 MM	East Orange County Water District, CA	\$39 MM
Colorado Springs Utilities, CO	\$273 MM	Beaumont Cherry Valley Water District, CA	\$39 MM
Western Municipal Water District, CA	\$259 MM	Clay County Utility Authority, FL	\$39 MM
Sacramento Area Sewer District, CA	\$236 MM	Mammoth Community Water District, CA	\$34 MM
San Diego County Water Authority, CA	\$229 MM	Vallejo Flood & Wastewater District, CA	\$33 MM
Elsinore Valley Muni. Water District, CA	\$217 MM	Walnut Valley Water District, CA	\$32 MM
Santa Clarita Valley Water Agency	\$193 MM	Emerald Coast Utilities Authority, FL	\$26 MM
Calleguas Municipal Water District	\$171 MM	Temescal Valley Water District, CA	\$25 MM
Alameda County Water District, CA	\$171 MM	South Coast Water District, CA	\$23 MM
Tampa Bay Water, FL	\$170 MM	Tuolumne Utilities District, CA	\$10 MM
Marin Clean Energy, CA	\$155 MM	Crescenta Valley Water District, CA	\$9 MM
Moulton Niguel Water District, CA	\$124 MM	Plaza Metropolitan District No. 1, CO	\$7 MM
West Valley Water District, CA	\$106 MM	Upper San Gabriel Valley Muni. Water District, CA	\$5 MM
Milwaukee Metropolitan Sewerage District	\$59 MM	Three Valleys Municipal Water District, CA	\$4 MM
Eagle River Water & Sanitation District, CO	\$48 MM	Meeks & Daley Water Company, CA	\$2.8 MM
Calaveras County Water District, CA	\$47 MM		

*Chandler Asset Management's water, wastewater, and utilities district clients listed by assets under management as of 3/31/2024. It is not known whether the listed clients approve or disapprove of Chandler Asset Management and the advisory services provided. This list includes both discretionary and non-discretionary clients who have given us permission to list.*



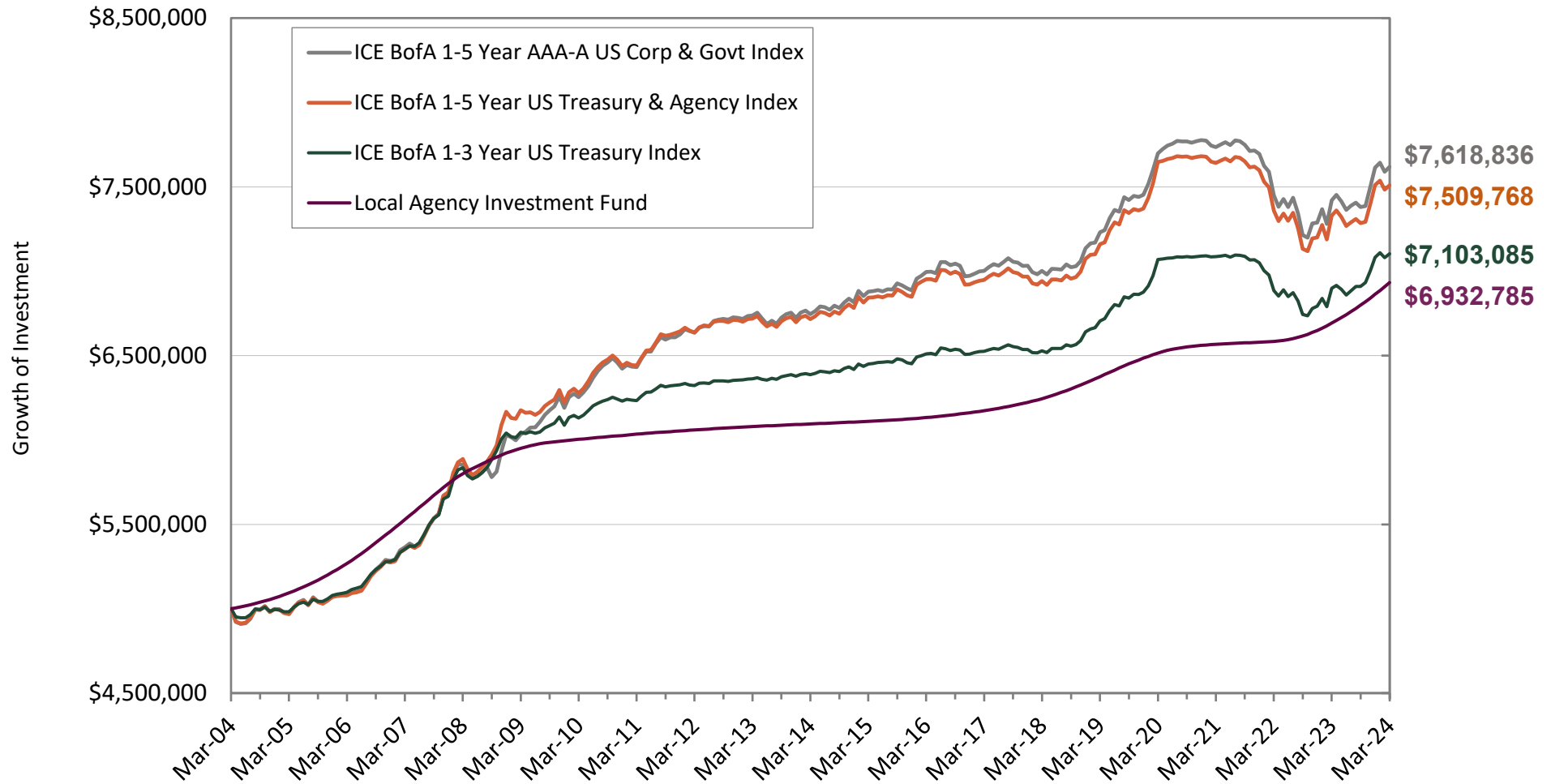
## Liquid Portfolio

- Matching maturities to known expenditures
  - Bank Deposits
  - Money Market Funds
  - LGIP
  - Money Market Securities

## Reserve Portfolio

- Target higher duration strategies to enhance the potential to increase earnings
  - Invest in securities allowed by Code:
    - U.S. Treasury Securities
    - U.S. Agency Securities
    - High-Grade Credit

Hypothetical 20-Year Benchmark Comparison  
 \$5 Million Initial Investment  
 March 2004 – March 2024



Source: California State Treasury Office, Bloomberg.

Graph demonstrating the performance of commonly used benchmarks among our clients. Historical benchmark performance data for the Local Agency Investment Fund, ICE BofA 1-3-Year US Treasury, ICE BofA 1-5-Year US Treasury & Agency and ICE BofA 1-5 Year AAA-A Issuers Corp and Govt indices sourced from Bloomberg AIM. Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. LAIF returns include an administrative fee charged to investors by the California State Treasurer. It is not possible to invest directly in an index. Please see important hypothetical disclosures on page 15.



- Strategies have historically outperformed client benchmarks in rising, falling and stable rate environments

## Composite Performance – Gross and Net of Fees

<i>Total Rate of Return</i>	<b>One Year</b>	<b>Three Years</b>	<b>Five Years</b>	<b>Ten Years</b>	<b>Since Inception</b>
<b>Chandler Limited Maturity (gross)</b>	<b>3.83%</b>	<b>0.56%</b>	<b>1.49%</b>	<b>1.36%</b>	<b>4.16%</b>
<b>Chandler Limited Maturity (net)</b>	3.77%	0.50%	1.43%	1.28%	4.10%
<i>ICE BofA 1-3 Year U.S. Treasury Index</i>	2.97%	0.08%	1.16%	1.07%	3.86%
<b>Chandler Short Term Bond (gross)</b>	<b>3.40%</b>	<b>-0.12%</b>	<b>1.31%</b>	<b>1.41%</b>	<b>3.58%</b>
<b>Chandler Short Term Bond (net)</b>	3.34%	-0.18%	1.25%	1.36%	3.52%
<i>ICE BofA 1-5 Year U.S. Treasury &amp; Agency Index</i>	2.45%	-0.58%	0.96%	1.12%	3.29%

*Based on Chandler's Limited Maturity, Short Term Bond and Intermediate Bond composites as of 3/31/2024. Please see the GIPS Composite Reports at the end of this presentation. Past performance is not indicative of future results. Performance is presented gross and net of investment management fees. \*Net returns are for a sample fee of 6 basis points (0.06 of 1%). All investment strategies have the potential for profit or loss. Market conditions or economic factors may alter the performance and results of a portfolio. Performance for periods greater than one year is annualized. For one-on-one presentation .*

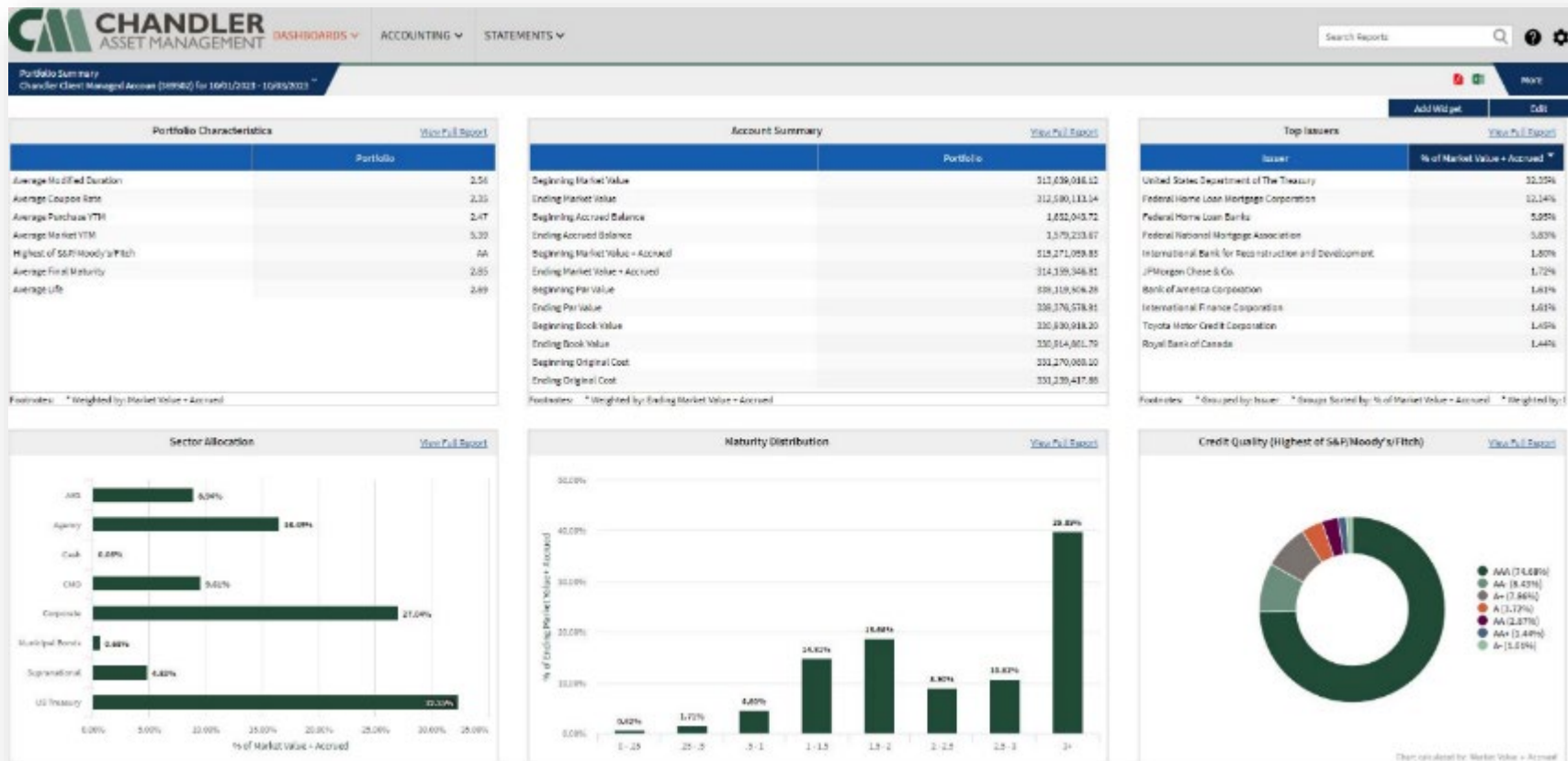
## Chandler Investment Styles

20-Year Net of Fee Performance\* (Hypothetical)  
March 2004 – March 2024

Investment Styles	Portfolio Duration	Annualized Total Return 20 Year Period (Net of fee)	20-Year Growth of \$5 Million Portfolio (Net of Fee)	Chandler Added Value Over LAIF \$5 Million Portfolio (Net of Fee)
<b>Local Agency Investment Fund (LAIF)</b>	0.62	1.65%	\$6.9 million	N/A
<b>Chandler Limited Maturity Composite (1-3 Year)</b>	1.76	2.04%	\$7.5 million	<b>\$0.6 million</b>
<b>Chandler Short Term Bond Composite (1-5 Year)</b>	2.47	2.67%	\$8.5 million	<b>\$1.6 million</b>

*\*Net performance for Chandler investment styles based on sample fee of 9 basis points (0.09 of 1%) calculated for a \$5 million total portfolio. Net performance for LAIF is calculated using a fluctuating administrative fee (which can be found on the California State Treasurer's website). LAIF duration is the most recent monthly report by dividing the weighted average life-month end (in days) by 365 as of 3/31/2023. Performance shown is hypothetical for a \$5 million portfolio and not based on an actual client's account. Performance for Chandler's Limited Maturity and Short-Term Bond has been calculated using historical composite performance. Past performance is not a guarantee of future results. All investment strategies have the potential for profit or loss. Market conditions or economic factors may alter the performance and results of a portfolio. Please see the GIPS Composite Reports and hypothetical disclosures on pages 12-14 of this presentation for further details. For one-on-one presentation only.*

- 24/7 Access to Your Information
- Mobile Enabled Website
- Customizable Holdings Reports
- Security Details
- Exporting Customized Fields
- Documents



This sample report is being provided for illustrative purposes to demonstrate Chandler Asset Management's reporting capabilities. References to specific securities are examples of securities held in a portfolio and are not intended to be, and should not be interpreted as an offer, solicitation, or recommendation to purchase or sell any financial instrument, an indication that the purchase of such securities was or will be profitable, or representative of the composition or performance of the portfolio. The information contained in this sample presentation was obtained from sources we believe to be reliable, but we do not guarantee its accuracy.



*Biography & Disclosures*

## **Mia Corral Brown**

### *Regional Director*

Leveraging over two decades of experience providing client service to both institutional and public sector clients, Mia's area of focus is on business development and engagement oversight for clients in Southern California which include cities, water districts, counties, special districts and joint power authorities. In her tenure at Chandler, Mia has served as an Associate, Vice President, Senior Vice President and Sr. Relationship Manager. She is adept at working alongside public agencies to provide comprehensive investment management and client service solutions. Prior to joining Chandler, Mia was employed at Nicholas Applegate Capital Management as an Assistant Marketing Manager and worked as a Sales Assistant in her early years in the financial industry. Mia is an active member of the California Society of Municipal Finance Officers (CSMFO), the Government Finance Officers Association (GFOA), California Municipal Treasurers Association (CMTA), and is a Member of the California Association of California Treasurers and Tax Collectors (CACTTC) and several other Associations which support California Public Agencies. Mia is a founding member and current president of Women in Public Finance, San Diego Chapter and is a member of our Firm's DEIB Committee. She is a graduate of San Diego State University, where she earned her B.A. in communications with an emphasis in business.

## **Ryan Tauber**

### *Managing Director*

Ryan is responsible for leading business development, which includes the sales, marketing, and client service functions for the Firm, as well as leveraging our past successes to expand our client base into other institutional and public agency opportunities.

Ryan brings over 20 years of experience in the financial services industry. Prior to joining Chandler, Ryan held roles with Morgan Stanley, Bank of America, and Union Bank where in addition to business development, his responsibilities included directing both strategy and risk related functions. Ryan is a graduate of the University of Southern California, where he received his degree in finance from the Marshall School of Business, and he received his M.B.A. from Pepperdine University.



## Verification Report

Chandler Asset Management, Inc.

We have verified whether Chandler Asset Management, Inc. (the "Firm") has, for the periods from July 1, 1997 through December 31, 2022, established policies and procedures for complying with the Global Investment Performance Standards (GIPS®) related to composite and pooled fund maintenance and the calculation, presentation, and distribution of performance that are designed in compliance with the GIPS standards, as well as whether these policies and procedures have been implemented on a firm-wide basis. GIPS® is a registered trademark of CFA Institute. CFA Institute does not endorse or promote this organization, nor does it warrant the accuracy or quality of the content contained herein.

The Firm's management is responsible for its claim of compliance with the GIPS standards and the design and implementation of its policies and procedures. Our responsibilities are to be independent from the Firm and to express an opinion based on our verification. We conducted this verification in accordance with the required verification procedures of the GIPS standards, which includes testing performance on a sample basis. We also conducted such other procedures as we considered necessary in the circumstances.

In our opinion, for the periods from July 1, 1997 through December 31, 2022, the Firm's policies and procedures for complying with the GIPS standards related to composite and pooled fund maintenance, as well as the calculation, presentation, and distribution of performance, have been, in all material respects:

- Designed in compliance with the GIPS standards, and
- Implemented on a firm-wide basis.

This report does not relate to or provide assurance on any specific performance report of the Firm or on the operating effectiveness of the Firm's controls or policies and procedures for complying with the GIPS standards.



ACA Group, Performance Services Division

August 31, 2023



# GIPS® Composite Report: Limited Maturity



Year End	Annual Rates of Return 2013 through 2023									
	Returns			3 Year Annualized		Dispersion		Assets		
	Total Gross	Total Net	Index	Standard Deviation Composite	Standard Deviation Index	Asset Wtd Std. Dev.	Number of Portfolios	Composite (MM)	% of Firm Assets	Firm (MM)
2013	0.30%	0.05%	0.36%	0.59%	0.50%	0.08%	18	797	11.12%	7,165
2014	0.87%	0.61%	0.62%	0.54%	0.43%	0.09%	21	879	9.88%	8,894
2015	0.74%	0.49%	0.54%	0.63%	0.56%	0.07%	27	1,328	11.31%	11,747
2016	1.11%	0.86%	0.88%	0.74%	0.76%	0.06%	31	1,081	8.39%	12,882
2017	0.85%	0.60%	0.43%	0.71%	0.74%	0.08%	32	1,178	8.60%	13,698
2018	1.69%	1.44%	1.59%	0.77%	0.85%	0.03%	31	1,905	11.51%	16,551
2019	3.87%	3.61%	3.55%	0.84%	0.94%	0.08%	39	2,653	13.57%	19,552
2020	3.25%	3.00%	3.12%	0.92%	1.21%	0.12%	39	2,713	12.21%	22,227
2021	-0.48%	-0.73%	-0.55%	0.96%	1.19%	0.07%	44	3,189	12.37%	25,785
2022	-3.13%	-3.37%	-3.65%	1.52%	1.71%	0.17%	54	3,655	12.76%	28,641
2023	4.79%	4.53%	4.26%	1.92%	2.04%	0.08%	59	4,576	12.78%	35,804

Chandler Asset Management claims compliance with the Global Investment Performance Standards (GIPS®) and has prepared and presented this report in compliance with the GIPS standards.

Chandler Asset Management has been independently verified by ACA Performance Services for the period of July 1, 1997 through December 31, 2022. The verification report is available upon request. A firm that claims compliance with the GIPS standards must establish policies and procedures for complying with all the applicable requirements of the GIPS standards. Verification provides assurance on whether the firm's policies and procedures related to composite maintenance, as well as the calculation, presentation, and distribution of performance, have been designed in compliance with the GIPS standards and have been implemented on a firm-wide basis. Verification does not provide assurance on the accuracy of any specific performance report.

1. Chandler Asset Management is an independent investment adviser registered as such with the Securities and Exchange Commission under the Investment Adviser's Act of 1940. Registration with the SEC does not imply a certain level of skill or training. Since 1988, Chandler Asset Management has provided fixed income investment management services to the public sector, as well as to foundations, endowments, individuals and corporations. A complete list and description of all of the firm's composites is available upon request.
2. The Limited Maturity Composite is a composite of individually managed accounts with an average modified duration approximately equal to the modified duration of the ICE BofA 1-3 Year US Treasury Index and a final stated maturity of individual securities of five years. The minimum account size required to be included in this composite is \$2 million. This composite was created September 1988 and inception October 1988. The name of this composite was changed from Short-Term Fixed Income effective June 30, 2009.
3. The ICE BofA 1-3 Year US Treasury Index tracks the performance of US dollar-denominated sovereign debt publicly issued by the US government in its domestic market. Qualifying securities must have at least one year remaining term to final maturity and less than three years remaining term to final maturity, a fixed coupon schedule, and a minimum amount outstanding of \$1 billion. Qualifying securities must have at least 18 months to final maturity at the time of issuance. Indexes are referred to for comparative purposes only and are not intended to parallel the risk or investment style of the portfolios in the Composite. Indexes do not utilize leverage. Index calculations do not reflect fees, brokerage commissions or other expenses of investing. Investors may not make direct investments into any index. Index data contained herein (and all trademarks related thereto) are owned by the indicated index provider, and may not be redistributed. The information herein has not been approved by the index provider.
4. Valuations are computed and performance reported in U.S. Dollars.
5. Performance is calculated using a time-weighted total rate of return, which links performance monthly, and is reported gross of investment management fees and custodial fees, but after all trading expenses. Results reflect the reinvestment of income, dividends and other earnings, and include realized and unrealized gains and losses and interest accrued through the last day of each month. Results do not reflect the potential impact of taxes. Past performance is not indicative of future results. Fees charged by Chandler Asset Management will reduce performance.
6. Net-of-fees performance returns are calculated by reducing the monthly gross performance by one-twelfth (1/12) of the actual maximum applicable fee of 0.25%, which is representative of our current fee schedule for this composite. These monthly returns are then geometrically linked to produce annual returns which are presented before custodial fees but after management fees and all trading expenses. Fees are negotiable and additional information regarding Chandler's fees is included in our Part 2A of Form ADV.
7. Dispersion is calculated using the asset weighted standard deviation of annual gross returns of those portfolios that were included in the composite for the entire year. For years when less than six portfolios were included in the composite for the full year, no dispersion measure is presented. The three-year annualized standard deviation measures the variability of the composite gross returns and the benchmark returns over the preceding 36-month period.
8. Policies for valuing investments, calculating performance, and preparing GIPS reports are available upon request.
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## Annual Rates of Return 2013 through 2023

Year End	Returns			3 Year Annualized Standard Deviation		Dispersion		Assets		
	Total Gross	Total Net	Index	Composite	Index	Asset Wtd Std. Dev.	Number of Portfolios	Composite (MM)	% of Firm Assets	Firm (MM)
2013	0.04%	-0.21%	-0.16%	1.02%	1.10%	0.08%	39	2,168	30.26%	7,165
2014	1.42%	1.17%	1.24%	0.96%	0.99%	0.07%	40	2,325	26.14%	8,894
2015	1.15%	0.90%	0.96%	1.11%	1.18%	0.07%	44	3,403	28.97%	11,747
2016	1.30%	1.04%	1.08%	1.24%	1.39%	0.05%	49	4,131	32.07%	12,882
2017	1.08%	0.83%	0.67%	1.19%	1.34%	0.11%	48	3,783	27.62%	13,698
2018	1.53%	1.27%	1.55%	1.22%	1.40%	0.05%	48	3,485	21.06%	16,551
2019	4.55%	4.29%	4.19%	1.22%	1.39%	0.19%	55	5,199	26.59%	19,552
2020	4.43%	4.17%	4.22%	1.32%	1.70%	0.11%	59	6,234	28.05%	22,227
2021	-0.93%	-1.17%	-1.09%	1.33%	1.65%	0.04%	72	7,294	28.29%	25,785
2022	-4.82%	-5.06%	-5.25%	2.22%	2.42%	0.15%	75	8,221	28.70%	28,641
2023	4.83%	4.57%	4.32%	2.72%	2.86%	0.10%	81	9,207	25.72%	35,804

Chandler Asset Management claims compliance with the Global Investment Performance Standards (GIPS®) and has prepared and presented this report in compliance with the GIPS standards.

Chandler Asset Management has been independently verified by ACA Performance Services for the period of July 1, 1997 through December 31, 2022. The verification report is available upon request. A firm that claims compliance with the GIPS standards must establish policies and procedures for complying with all the applicable requirements of the GIPS standards. Verification provides assurance on whether the firm's policies and procedures related to composite maintenance, as well as the calculation, presentation, and distribution of performance, have been designed in compliance with the GIPS standards and have been implemented on a firm-wide basis. Verification does not provide assurance on the accuracy of any specific performance report.

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Any forecasts, forward-looking statements and assumptions are inherently limited and should not be relied upon as an indicator of future results. Any opinions and views constitute judgments made by the author at the date of this presentation and may become outdated or superseded at any time without notice. Any statements concerning financial market trends are based on current market conditions, which will fluctuate.

Economic factors, market conditions and investment strategies will affect the performance of any portfolio and there are no assurances that it will match or outperform any particular benchmark. The data contained in this presentation is the property of those providers, which were obtained from sources believed to be reliable, but are subject to change at any time at the provider's discretion. Unless otherwise noted, Chandler is the source of data contained in this presentation.

Fixed Income investments are subject to interest, credit and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally must pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

References to specific securities are examples of securities held in a portfolio and are not intended to be, and should not be interpreted as an offer, solicitation, or recommendation to purchase or sell any financial instrument, an indication that the purchase of such securities was or will be profitable, or representative of the composition or performance of the portfolio. The information contained in this sample presentation was obtained from sources we believe to be reliable, but we do not guarantee its accuracy. Past performance is not indicative of future success.

#### **California State Local Agency Investment Fund (LAIF)**

The California State Local Agency Investment Fund (LAIF) is an investment portfolio managed by the State Treasurer. All securities are purchased under the authority of Government Code Section 16430 and 16480.4 and include securities issued by entities of the US Government, including the US Treasury and Agencies, Corporate debt, Certificates of Deposit, Mortgage Backed Securities and certain loans to the State and state agencies. The average maturity of the Fund will be between 120 days and 18 months.

#### **ICE BofA 1-3 Year US Treasury Index**

The ICE BofA 1-3 Year US Treasury Index tracks the performance of US dollar-denominated sovereign debt publicly issued by the US government in its domestic market. Qualifying securities must have at least one year remaining term to final maturity and less than three years remaining term to final maturity, a fixed coupon schedule, and a minimum amount outstanding of \$1 billion. Qualifying securities must have at least 18 months to final maturity at the time of issuance.

#### **ICE BofA 1-5 Year US Treasury & Agency Index**

The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies.

#### **The ICE BofA 1-5 Year AAA-A US Corporate & Government Index**

The ICE BofA 1-5 Year AAA-A US Corporate & Government Index tracks the performance of US dollar denominated investment grade debt publicly issued in the US domestic market, including US Treasury, US agency, foreign government, supranational, and corporate securities. Qualifying securities must be rated AAA through A3 (based on an average of Moody's, S&P and Fitch). In addition, qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to final maturity at point of issuance, a fixed coupon schedule, and a minimum amount outstanding of \$1 billion for US Treasuries and \$250 million for all other securities.

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Where listed, certain performance shown is hypothetical and does not represent actual trading in a client's account. HYPOTHETICAL OR SIMULATED PERFORMANCE RESULTS HAVE CERTAIN LIMITATIONS. UNLIKE AN ACTUAL PERFORMANCE RECORD, SIMULATED RESULTS DO NOT REPRESENT ACTUAL TRADING. NO REPRESENTATION IS BEING MADE THAT ANY ACCOUNT WILL OR IS LIKELY TO ACHIEVE PROFIT OR LOSSES SIMILAR TO THOSE SHOWN. THERE ARE FREQUENTLY SHARP DIFFERENCES BETWEEN HYPOTHETICAL PERFORMANCE RESULTS AND THE ACTUAL RESULTS SUBSEQUENTLY ACHIEVED BY ANY PARTICULAR TRADING PROGRAM. ONE OF THE LIMITATIONS OF HYPOTHETICAL PERFORMANCE RESULTS IS THAT THEY ARE GENERALLY PREPARED WITH THE BENEFIT OF HINDSIGHT. IN ADDITION, HYPOTHETICAL TRADING DOES NOT INVOLVE FINANCIAL RISK AND DOES NOT TAKE INTO ACCOUNT THAT MATERIAL AND MARKET FACTORS MAY HAVE IMPACTED THE ADVISER'S DECISION MAKING IF THE ADVISER WERE ACTUALLY MANAGING CLIENT'S MONEY. NO HYPOTHETICAL TRADING RECORD CAN COMPLETELY ACCOUNT FOR THE IMPACT OF FINANCIAL RISK IN ACTUAL TRADING. FOR EXAMPLE, THE ABILITY TO WITHSTAND LOSSES OR ADHERE TO A PARTICULAR TRADING PROGRAM IN SPITE OF TRADING LOSSES ARE MATERIAL POINTS WHICH CAN ALSO ADVERSELY AFFECT ACTUAL TRADING RESULTS. THERE ARE NUMEROUS OTHER FACTORS RELATED TO THE MARKETS IN GENERAL OR TO THE IMPLEMENTATION OF ANY SPECIFIC TRADING PROGRAM WHICH CANNOT BE FULLY ACCOUNTED FOR IN THE PREPARATION OF HYPOTHETICAL PERFORMANCE RESULTS ALL OF WHICH CAN ADVERSELY AFFECT ACTUAL TRADING RESULTS. It should not be assumed that investors who invest in Chandler Asset Management's Portfolios will be profitable or achieve the hypothetical performance results reflected or any corresponding index presented. Actual performance of and holdings and investment implementation in Chandler Asset Management's client accounts can materially differ from that of the hypothetical models presented herein and performance can be higher or lower than the results shown. Investors may have experienced investment results during the corresponding time periods that were materially different from those portrayed. The opinions referenced are as of the date of publication and are subject to change. Chandler Asset Management has discretion in the timing of trade execution and selection of securities traded and utilized in any client account, which can and will materially differ from the hypothetical simulated performance based upon a variety of factors, including the adviser's discretion to not follow any trading signal generated and to determine the timing and implementation of a trade (which can include securities other than those listed). There is a possibility of loss on all investments and investor principal is not guaranteed. Performance information provided should not be used in making investment decisions.



CHARACTERISTICS	Chandler Limited Maturity	ICE BofA 1-3 Year US Treasury Index
Average Maturity	2.00	1.85
Average Duration	1.78	1.76
Yield-to-Maturity	5.26%	4.72%
Average Quality*	AA+	AA+
Average Coupon	2.77%	2.47%

\*Composite quality based on S&P ratings. Index quality reflects S&P equivalent of composite/average of S&P, Moody's and Fitch ratings. Composite characteristics as of 3/31/2024 are supplemental information under GIPS and supplement the composite presentation herein.

**STRATEGY HIGHLIGHTS**

The *Limited Maturity* strategy seeks to achieve above-benchmark returns consistently throughout market cycles with low volatility relative to the *ICE BofA 1-3 Year US Treasury Index*. Driven by a proprietary model, the strategy focuses on active duration management, sector selection and term structure positioning.

- Invests primarily in U.S. Treasuries, federal agencies and investment grade corporate bonds rated "A" and above
- Typically maintains at least 10% of the portfolio in U.S. Treasuries and maximum 50% in corporates
- Duration closely tracks index duration

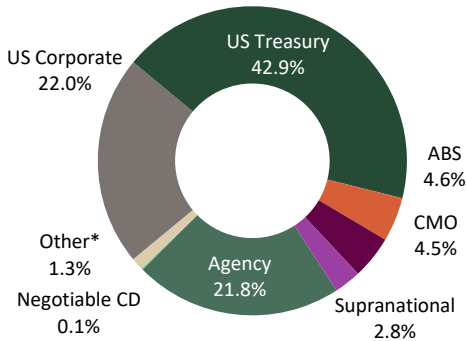
**KEY ELEMENTS OF OUR APPROACH**

- Constrain portfolio duration relative to the benchmark to maintain the desired exposure to market risk
- Strategically allocate assets to market sectors and rotate sectors as values change
- Position securities along the yield curve to capture additional value as yield curves shift
- Select individual securities that we believe offer the greatest potential to maximize yield

**STRATEGY PROFILE**

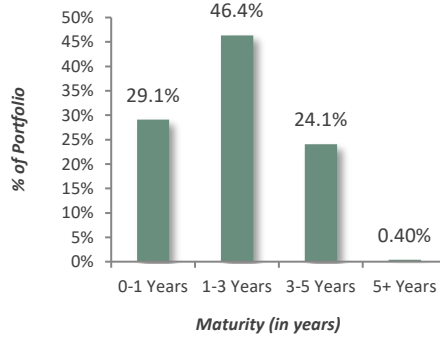
- Inception date: 10/31/88
- High Grade Minimum Rating "A"
- 20-30% Annual Turnover

**SECTOR ALLOCATION**



\*Other includes Municipal Bonds, MBS, Commercial Paper, Cash, and FI ETF

**MATURITY BREAKDOWN**



\*The Limited Maturity composite includes clients whose investments policy permits securities with maturities beyond three years.

**ABOUT CHANDLER**

Since 1988, *Chandler Asset Management* has specialized in the management of high-quality, fixed income portfolios. Chandler's mission is to provide fully customizable, client-centered investment management that preserves principal, manages risk and generates income for our clients.

**FIRM OVERVIEW**

- Total Firm Assets : \$35.4 Billion
- Taxable Bond Managers
- Independent, Employee-Owned

**INVESTMENT MANAGEMENT TEAM**

- Led by three Co-CIOs:
  - William Dennehy II, CFA
  - Scott Prickett, CTP
  - Jayson Schmitt, CFA
- 16 Investment Professionals
- Team Approach

**SAMPLE ISSUERS**

- AT&T Corporation
  - Deere & Company
  - Federal Farm Credit Bank
  - Federal Home Loan Bank
  - Federal Home Loan Mortgage Corp
  - Federal National Mortgage Association
  - Inter-American Dev Bank
  - JP Morgan Chase & Co
  - Paccar Financial
  - Royal Bank of Canada
- Based on the ten largest issuers in the composite, listed alphabetically. Holdings subject to change and should not be considered as a recommendation to buy, sell or hold any security. Excludes cash and cash equivalents.*

**CREDIT QUALITY**

Credit Quality (S&P)	% Total
AAA	7.93
AA	72.42
A (A-1)	18.28
BBB	0.0
NOT RATED	1.37

The composite characteristics, sample issuers, asset allocation, maturity breakdown and credit distribution that appear in this presentation are supplemental information under GIPS and supplement the composite presentation herein. There is no guarantee that investment in this style will result in characteristics similar to those that appear in this presentation due to changes in economic conditions and other market factors.

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The information herein is provided for informational purposes only. No investment decision should be made based solely on the information provided herein. All investment strategies have the potential for profit or loss. The strategy referenced may not be suitable for all investors. There is no guarantee that investment in this strategy will result in characteristics similar to those that appear in this presentation due to changes in economic conditions and other market factors. Fixed income investments are subject to interest, credit and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

Minimum investment for an institutional account is \$2 million. Retail accounts available with a reduced minimum investment size through Separately Managed Account platforms. Minimum investment varies depending on the managed account sponsor. Please call Chandler to verify amount. Fixed income investments are subject to interest, credit, and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

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CHARACTERISTICS	Chandler Short Term Bond	ICE BofA 1-5 Year US Treasury & Agency Index
Average Maturity	2.85	2.68
Average Duration	2.49	2.52
Yield-to-Maturity	4.88%	4.56%
Average Quality*	AA+	AA+
Average Coupon	2.86%	2.41

\*Composite quality based on S&P ratings. Index quality reflects S&P equivalent of composite/average of S&P, Moody's and Fitch ratings. Composite characteristics as of 3/31/2024 are supplemental information under GIPS and supplement the composite presentation herein.

**STRATEGY HIGHLIGHTS**

The *Short Term Bond* strategy seeks to achieve above-benchmark returns consistently throughout market cycles with low volatility relative to the *ICE BofA 1-5 Year US Treasury & Agency Index*. Driven by a proprietary model, the strategy focuses on active duration management, sector selection and term structure positioning.

- Invests primarily in U.S. Treasuries, federal agencies and investment grade corporate bonds rated "A" and above
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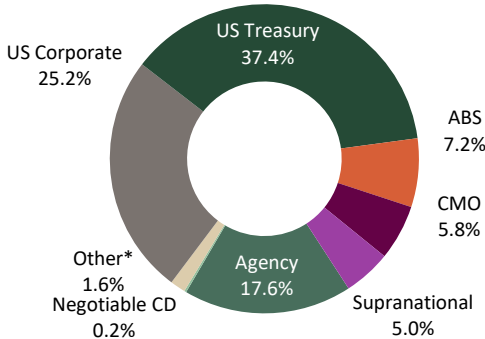
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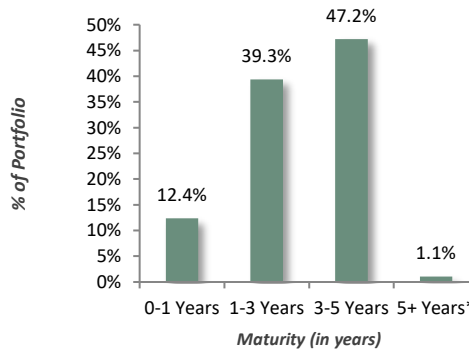
- Inception date: 09/30/95
- Approx. 50-60 Security Holdings
- High Grade Minimum Rating A
- 5-15% Annual Turnover

**SECTOR ALLOCATION**



\*Other includes Municipal Bonds, Cash, Commercial Paper and MBS

**MATURITY BREAKDOWN**



\*The Short Term Bond composite includes clients whose investments policy permits securities with maturities beyond five years.

**CREDIT QUALITY**

Credit Quality (S&P)	% Total
AAA	11.73
AA	66.35
A (A-1)	18.77
BBB	0.57
NOT RATED	2.58

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**SAMPLE ISSUERS**

- AT&T Corporation
- Bank of America Corp
- Federal Farm Credit Bank
- Federal Home Loan Bank
- Federal Home Loan Mortgage Corp
- Federal Home Loan Mortgage Corp (CMBS)
- Federal National Mortgage Association
- Inter-American Dev Bank
- Intl Bank Recon and Development
- United States Treasury

Based on the ten largest issuers in the composite, listed alphabetically. Holdings subject to change and should not be considered as a recommendation to buy, sell or hold any security. Excludes cash and cash equivalents.

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The information herein is provided for informational purposes only. No investment decision should be made based solely on the information provided herein. All investment strategies have the potential for profit or loss. The strategy referenced may not be suitable for all investors. There is no guarantee that investment in this strategy will result in characteristics similar to those that appear in this presentation due to changes in economic conditions and other market factors. Fixed income investments are subject to interest, credit and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

Minimum investment for an institutional account is \$2 million. Retail accounts available with a reduced minimum investment size through Separately Managed Account platforms. Minimum investment varies depending on the managed account sponsor. Please call Chandler to verify amount. Fixed income investments are subject to interest, credit, and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies.

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## Proposed Fee Schedule for Carpinteria Valley Water District

Chandler would be pleased to provide comprehensive, full-time discretionary investment advisory services to the District in accordance with the following fee schedule:

Assets Under Management	Annual Asset Management Fee
First \$25 million	0.10 of 1% (10 basis points)
Next \$25 million	0.08 of 1% (8 basis points)
Over \$50 million	0.07 of 1% (7 basis points)
Minimum monthly fee: \$2,000	

Our proposed fee schedule is all-inclusive for the services that Chandler provides, including full time investment advisory and portfolio management services, technological resources, onboarding and implementation, online access to the Chandler Client Portal, comprehensive reporting, meetings, personal visits, and educational offerings for your staff. Chandler does not charge fees on funds held in Local Government Investment Pools. Fees are firm for the entire initial contract term and the District will not be subject to any increases during this period.

Our fee schedule does not include charges the District would incur for third-party custodial services, which, as an important control in the investment process, are not provided by Chandler.

Fees are based on the amount of assets under management and are not based on transaction volume. Management fees will accrue as long as there are assets in the portfolio, even if there is no activity during the period. Since the Firm calculates fees based on the average balance of assets under our direct management (market value including accrued interest), they will fluctuate based on portfolio value. The examples above are based on sample account sizes and should not be considered a "not to exceed" fee. Fees are charged monthly in arrears and can be debited directly from your third-party custody account.

### We Invest in People, Not Just Portfolios

800-317-4747

[www.chandlerasset.com](http://www.chandlerasset.com)

9255 Towne Centre Dr., Ste 600 | San Diego, CA 92121

Chandler Asset Management is an independent adviser registered as such with Securities and Exchange Commission under the Investment Adviser's Act of 1940.



## STAFF REPORT

**From: Robert McDonald, General Manager**

**For Consideration:** For information. Approval of Change order from Tierra Contract

### **Background**

When Tierra Contracting, Inc. provided the original quote of \$132,990.00 for installing 500 feet of new water main along Santa Claus Lane, it was assumed that District staff would complete the tie-in work. This involves connecting the new water main to the existing infrastructure using a hot tap valve and welding the appropriate flanges to receive the new pipe. Therefore, the cost for the tie-in was not included in Tierra Contracting's price. Although the tie-in was not included in Tierra's quote, its cost was accounted for in the project budget created by staff. The additional charge from Tierra to complete the tie-in was \$14,250.

### **Justification for the Approval of Tierra Change Order**

The groundwater table was higher than expected in the area, and the new and existing pipes are located about 48 inches deep. The total excavation for the tie-in was 80 inches deep, requiring a shoring box (a safety structure to prevent collapse) to create space for a welder to attach a back strap and nozzle. By having Tierra Contracting perform this work, we avoid the need for the District to re-open the street, re-shore the hole, and rent additional equipment like the shoring box and a Baker tank, which Tierra already has on site.

Due to the timing of the decision, approval was needed before it could be brought to the Board for approval. The General Manager approved the change order under his authority (GM has authority to approve expenditures for amounts below \$20,000).

Tierra Contracting, Inc.  
5484 Overpass Rd  
Santa Barbara, CA 93111

# PROPOSAL



LIC# 416114  
DIR# 1000008320

Phone: (805) 964-8747  
Fax: (805) 964-4438

**Proposal:** 2024 044  
**Date:** 7/19/2024

<b>To:</b>	<b>Project:</b>
CARPINTERIA VALLEY WATER DISTRICT <b>Attn: Brian King</b> 1301 Santa Ynez Ave Carpinteria, CA 93013	<b>CVWD – Hot Tap Tie-In, Santa Claus Ln. Change</b> Order #1

This duly licensed company or individual **TIERRA CONTRACTING, INC. (License No. 416114)** Hereinafter called Contractor, agrees to construct in a good and workmanlike manner for Owner, furnishing all labor, material, tools and equipment therefore, the work as noted herein for the unit prices as set for the below:

**SCOPE OF WORK**

**CVWD – Hot Tap Tie-In, Santa Claus Ln.**

Tierra Contracting will coordinate and preform a Hot Tap and Tie-In of the new 8” C900 being installed on Santa Claus Ln. to the ex. 6” Steel watermain.

CVWD to provide all materials (strap, nozzle, valve) for the Hot tap, to be performed by Koppl.

**Total Cost = \$14,250**

**General Bid Excludes:** Fees, Plans, Permits, Staking, Landscaping, Soil Testing, Additional Move-ins, Responsibility for damage to all unknown/unmarked existing onsite utilities, Winterization of Project (Sediment Control-Strawbale Barriers around Catchbasins), Storm Water Protection Plan, all costs associated with contaminated soil or ground water.

**Acceptance:**  
Tierra Contracting is hereby authorized to furnish and install the above equipment and materials at the price and under the terms and conditions as set forth above:

\_\_\_\_\_  
Owner  
By \_\_\_\_\_ Date \_\_\_\_\_

**TIERRA CONTRACTING, INC.**

By   
TREVOR NESPOR



**CARPINTERIA VALLEY WATER DISTRICT**

1301 Santa Ynez Avenue  
 Carpinteria, CA 93013  
 PH: (805) 684-2816  
 FAX: (805) 755-2351

**PURCHASE ORDER**

**PO Number:** 24-0183

**Date:** 07/11/2024

**Requisition #:** 24-0183

**Vendor #:** 1545

**ISSUED TO:** TIERRA CONTRACTING, INC  
 5484 OVERPASS ROAD  
 SANTA BARBARA, CA 93111

**SHIP TO:** CARPINTERIA WATER DISTRICT  
 Attn:  
 1301 SANTA YNEZ AVE  
 Carpinteria, CA 93013

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 Santa Claus Lane Bio Basin Protection of water mai	01-1800	P61-BUDG	0.00	132,990.00

install steel casing to protect the pipe passing into the Bio Basins on Santa Claus Lane, traffic control, four location along the project for the sleeves around the existing pipe

**Authorized by:** \_\_\_\_\_  
 DocuSigned by:  
*Robert Mc Donald*  
 83E955653F65424...

<b>SUBTOTAL:</b>	132,990.00
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	132,990.00



**FIRST AMENDMENT TO**  
**JOINT EXERCISE OF POWERS AGREEMENT**  
**by and among**  
**THE CARPINTERIA VALLEY WATER DISTRICT**  
**THE CITY OF CARPINTERIA**  
**THE SANTA BARBARA COUNTY WATER AGENCY**  
**and**  
**THE COUNTY OF VENTURA**  
**creating**  
**CARPINTERIA GROUNDWATER SUSTAINABILITY AGENCY**

WHEREAS, in or about January 2020, the Carpinteria GSA (the “CGSA”) was formed pursuant to the Sustainable Groundwater Management Act (SGMA), comprised of Assembly Bill 1739, SB 1168 and SB 1319 through the execution of a Joint Exercise of Powers Agreement (the “Agreement”) by the Carpinteria Valley Water District, the County of Santa Barbara Water Agency, the City of Carpinteria, and the County of Ventura (collectively, the “Members”); and

WHEREAS, since the execution of the Agreement, the Board of Directors of the CGSA (the “Board”) has had occasion to evaluate the practical consequences of several of the Agreement’s provisions; and

WHEREAS, the Board believes, and the Members concur, that the quorum and unanimity requirements and multiple hearing procedure imposed by Section 9 of the Agreement are unnecessarily onerous, and provide limited or no protection to representation of the various interests of the Members; and

WHEREAS, the Agreement’s quorum, unanimity and multiple hearing requirements have served only to delay the Board’s ability to take action to adequately govern the CGSA; and

WHEREAS, the Board and the Members wish to further define those unique items that require a supermajority vote of the Board to pass; and

WHEREAS, the Board and the Members also further desire to correct an improper reference in Section 14.4 of the Agreement; and

WHEREAS, the Agreement may be amended or modified at any time only by subsequent written agreement approved and executed by all the Members (Agreement, § 18.3); and

WHEREAS, to allow the Board to meet the needs of the CGSA in a timely fashion, the Members desire to amend certain provisions of the Agreement.

NOW, THEREFORE, the Members hereby approve the following First Amendment to the Agreement:

I. Section 1.21 of the Agreement shall be stricken and restated in its entirety to read:

“Supermajority” shall mean two-thirds (2/3) of a Quorum, but in no event less than four Directors.

II. Section 9.1 of the Agreement shall be stricken and restated in its entirety to read:

Quorum. A majority of the Board of Directors shall constitute a quorum for the purpose of conducting business (“Quorum”).

III. Section 9.3 of the Agreement shall be stricken and restated in its entirety to read:

9.3 Affirmative Decisions of the Board of Directors. Except as to actions identified in Section 9.3.1, the Board of Directors shall conduct all business by a vote of a majority of the Directors present, if a Quorum has been established.

9.3.1 Supermajority Vote Requirements for Certain Actions. To be approved the following actions will require a Supermajority vote of the Directors in attendance:

- (a) Approval of the Agency’s annual budget and amendments to the annual budget, consistent with Article 14;
- (b) Adoption and approval of a GSP and any amendments or modifications thereto;
- (c) Decisions related to the levying of taxes, assessments, regulatory fees, or other fees and charges, and any amendments thereto;
- (d) Any capital expenditure in the amount of \$250,000 or greater;
- (e) Issuance of bonds or other indebtedness;
- (f) The initiation, defense or settlement of litigation;
- (g) Decisions related to Basin boundary adjustments;
- (h) Any decision that seeks to enforce the involuntary curtailment of water use by any groundwater user within the Basin.

.)

IV. Section 14.4 of the Agreement shall be stricken and restated in its entirety to read:

14.4 Issuance of Indebtedness. The Agency may issue bonds, notes or other forms of indebtedness pursuant to the requirements of 9.3.1.

- V. The legislative bodies of the Members have each authorized execution of this First Amendment to the Agreement, as evidenced by the signatures below.

IN WITNESS WHEREOF, the Members hereto have executed this First Amendment to the Joint Exercise of Powers Agreement Creating Carpinteria Groundwater Sustainability Agency, which Amendment may be executed in counterparts.

DRAFT

**JOINT EXERCISE OF POWERS AGREEMENT**

**by and among**

**THE CARPINTERIA VALLEY WATER DISTRICT**

**THE CITY OF CARPINTERIA**

**THE SANTA BARBARA COUNTY WATER AGENCY**

**and**

**THE COUNTY OF VENTURA**

**creating**

**CARPINTERIA GROUNDWATER SUSTAINABILITY  
AGENCY**

**January 2020**

**JOINT EXERCISE OF POWERS AGREEMENT  
THE CARPINTERIA GROUNDWATER SUSTAINABILITY AGENCY**

This **Joint Exercise of Powers Agreement (“Agreement”)** is made and effective on the last date executed (**“Effective Date”**), by and among the Carpinteria Valley Water District, the City of Carpinteria, the Santa Barbara County Water Agency and the County of Ventura, sometimes referred to herein individually as a **“Member”** and collectively as the **“Members,”** for purposes of forming the Carpinteria Groundwater Sustainability Agency (**“Agency”**) and setting forth the terms pursuant to which the Agency shall operate. Capitalized terms used herein shall have the meanings given to them in Article 1 of this Agreement.

**RECITALS**

A. Each of the Members is a local agency, as defined by the Sustainable Groundwater Management Act of 2014 (**“SGMA”**), duly organized and existing under and by virtue of the laws of the State of California, and each Member can exercise powers related to groundwater management.

B. For groundwater basins designated by the California Department of Water Resources (**“DWR”**) as medium- and high-priority, SGMA requires establishment of a groundwater sustainability agency (**“GSA”**) within 2 years from the date in which the basin was designated medium or high priority, and adoption of a groundwater sustainability plan (**“GSP”**) within 5 years of the date of said designation.

C. The Carpinteria Groundwater Basin (designated basin number 3-18 in the DWR’s Bulletin No. 118) (**“Basin”**) has been designated as a high-priority basin by DWR.

D. Under SGMA, a combination of local agencies may form a GSA through a joint exercise of powers agreement.

E. The Members have determined that the sustainable management of the Carpinteria Groundwater Basin pursuant to SGMA may best be achieved through the cooperation of the Members operating through a joint powers authority. In accordance with Water Code section 10732, subdivision (b), all Members have held a public hearing regarding entering into this Agreement and complied with the noticing provisions in SGMA.

F. The Joint Exercise of Powers Act (**“Act”**) codified in Government Code section 6500, et seq., authorizes the Members to create a joint powers authority, and to jointly exercise any power common to the Members and to exercise additional powers granted under the Act.

G. The Act, including the Marks-Roos Local Bond Pooling Act of 1985 (Government Code section 6584, et seq.), authorizes an entity created pursuant to the Act to issue bonds, and under certain circumstances, to purchase bonds issued by, or to make loans to, the Members for financing public capital improvements, working capital, liability and other insurance needs or projects whenever doing so would result in significant public benefits, as determined by the Members. The Act further authorizes and empowers a joint powers authority to sell bonds so

issued or purchased to public or private purchasers at public or negotiated sales.

H. Based on the foregoing legal authority, the Members desire to create a joint powers authority for the purpose of taking all actions deemed necessary by the joint powers authority to ensure sustainable management of the Basin as required by SGMA.

I. The governing board of each Member has determined it to be in the Member's best interest and in the public interest that this Agreement be executed.

## **TERMS OF AGREEMENT**

In consideration of the mutual promises and covenants herein contained, the Members agree as follows:

### **ARTICLE 1 DEFINITIONS**

The following terms have the following meanings for purposes of this Agreement:

1.1 "Act" means the Joint Exercise of Powers Act, set forth in Chapter 5 of Division 7 of Title 1 of the Government Code section 6500, et seq., including all laws supplemental thereto.

1.2 "Agreement" has the meaning assigned thereto in the Preamble.

1.3 "Auditor" means the auditor of the financial affairs of the Agency appointed by the Board of Directors pursuant to Section 13.3 of this Agreement.

1.4 "Agency" has the meaning assigned thereto in the Preamble.

1.5 "Basin" has the meaning assigned thereto in Recital C and shall be further defined as consistent with the most current definition of Carpinteria Groundwater Basin in DWR Bulletin 118.

1.6 "Board of Directors" or "Board" means the governing body of the Agency as established by Article 6 of this Agreement.

1.7 "Bylaws" means the bylaws adopted by the Board of Directors pursuant to Article 11 of this Agreement to govern the day-to-day operations of the Agency.

1.8 "Director" and "Alternate Director" shall mean a director or alternate director appointed to the Board of Directors for the Agency by a Member pursuant to Article 6 of this Agreement.

1.9 "DWR" has the meaning assigned thereto in Recital B.

1.10 "Effective Date" has the meaning assigned thereto in the Preamble.



1.11 “Executive Director” means the chief administrative officer of the Agency to be appointed by the Board of Directors pursuant to Article 10 of this Agreement.

1.12 “GSA” has the meaning assigned thereto in Recital B.

1.13 “GSP” has the meaning assigned thereto in Recital B.

1.14 “Member” has the meaning assigned thereto in the Preamble and further means each party to this Agreement that satisfies the requirements of Section 5.1 of this Agreement, including any new members as may be authorized by the Board, pursuant to Section 5.2 of this Agreement.

1.15 “Officer(s)” means the chair, vice chair, secretary, or treasurer of the Agency to be appointed by the Board of Directors pursuant to Section 7.1 of this Agreement.

1.16 “Principal Office” means the physical location at which Agency and GSA business is conducted, GSA staff is officed, official Agency and GSA documents will be stored, and GSA equipment will be stored. The Principal Office may be co-located at a member agency office, but Agency property and documents must be segregated into its own space.

1.17 “Quorum” shall have the meaning assigned to it in Section 9.1 of this Agreement.

1.18 “SGMA” has the meaning assigned thereto in Recital A.

1.19 “Special Projects” shall mean a project undertaken pursuant to Article 17 of this Agreement.

1.20 “State” means the State of California.

1.21 “Supermajority” shall mean the following:

1.21.1 If five (5) Directors are eligible to vote, a supermajority shall mean three (3) affirmative votes.

1.21.2 If six (6) Directors are eligible to vote, a supermajority vote shall mean four (4) affirmative votes.

1.21.3 If seven (7) Directors are eligible to vote, a supermajority vote shall mean five (5) affirmative votes.

1.21.4 If eight (8) Directors are eligible to vote, a supermajority vote shall mean six (6) affirmative votes.

1.22 A “unanimous” vote by the Board of Directors shall mean one of all Directors in attendance and eligible to vote.

**ARTICLE 2  
CREATION OF THE AGENCY**

2.1 Creation of the Agency. There is hereby created pursuant to the Act, a joint powers authority, which will be a public entity separate from the Members to this Agreement and shall be known as the Carpinteria Groundwater Sustainability Agency (“Agency”). Within thirty (30) days after the Effective Date of this Agreement and after any amendment to this Agreement, the Agency shall cause a notice of this Agreement or amendment to be prepared and filed with the office of the California Secretary of State containing the information required by Government Code section 6503.5. Within seventy (70) days after the Effective Date of this Agreement, the Agency shall cause a statement of the information concerning the Agency, required by Government Code section 53051, to be filed with the office of the California Secretary of State and with the Clerk for the County of Santa Barbara for the County of Ventura, setting forth the facts required to be stated pursuant to Government Code section 53051, subdivision (a). The jurisdictional boundary of Agency shall be coterminous with the boundaries of the Basin.

2.2 Purpose of the Agency. Each Member to this Agreement has in common the power to study, plan, develop, finance, acquire, construct, maintain, repair, manage, operate, control, and govern water supply projects and/or exercise groundwater management authority within the Basin either alone or in cooperation with other public or private non-member entities, and each is a local agency eligible to serve as the GSA in the Basin, either alone or jointly through a joint powers agreement as provided for by SGMA. This Agreement is being entered into in order to jointly exercise some or all of the foregoing common powers, as appropriate, and for the exercise of such additional powers as may be authorized by law in the manner herein set forth, in order to effectuate the purposes of this Agreement. The purpose of the Agency is to form a GSA to manage groundwater in the Basin and to develop, adopt, and implement the GSP for the Basin pursuant to SGMA and other applicable provisions of law.

**ARTICLE 3  
TERM**

This Agreement shall become effective upon its execution by each of the Members and shall remain in effect until terminated pursuant to the provisions of Article 16 of this Agreement.

**ARTICLE 4  
POWERS**

The Agency shall possess the power in its own name to exercise any and all common powers of its Members reasonably necessary for the Agency to implement the purposes of SGMA and for no other purpose, together with such other powers as are expressly set forth in the Joint Exercise of Powers Act and in SGMA subject to the limitations set forth therein.

SGMA expressly reserves certain powers and authorities to and preserves certain powers and authorities of cities and counties, including, without limitation, the issuance of permits for the construction, modification or abandonment of groundwater wells, land use planning and groundwater management pursuant to city and county police powers in a manner that is not in conflict with the GSP. Directors representing a county or city of the Agency do not have the ability

to authorize the Agency to exercise or infringe upon any such reserved powers and authorities, without the Agency first seeking and receiving authorization by formal action respectively from the Board of Supervisors or City Council. Furthermore, this agreement shall not be interpreted as limiting or ceding any such reserved or preserved powers and authorities. In addition, to the extent that a Member, other than a county or city, independently possesses any of the powers or authorities expressly preserved by SGMA, the Agency does not have the ability or authority to exercise or infringe on such preserved powers and/or authorities of such Member without the Agency first seeking and receiving authorization from such Member's governing board, unless specifically enumerated in this Agreement.

For purposes of Government Code section 6509, the powers of the Agency shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the Carpinteria Valley Water District, and in the event of the withdrawal of the Carpinteria Valley Water District as a Member under this Agreement, then the manner of exercising; the Agency's powers shall be exercised subject to those restrictions imposed on the Santa Barbara County Water Agency.

As required by Water Code section 10723.2, the Agency shall consider the interests of all beneficial uses and users of groundwater in the Basin, as well as those responsible for implementing the GSP. Additionally, as set forth in Water Code section 10720.5, subdivision (a), any GSP adopted pursuant to this Agreement shall be consistent with Section 2 of Article X of the California Constitution. Nothing in this Agreement modifies the rights or priorities to use or store groundwater consistent with Section 2 of Article X of the California Constitution, with the exception that no extraction of groundwater between January 1, 2015 and the date of adoption of the GSP may be used as evidence of or to establish or defend against a claim for prescription. Likewise, as set forth in Water Code section 10720.5, subdivision (b), nothing in this agreement or any GSP adopted pursuant to this agreement determines or alters surface water rights or groundwater rights under common law or any provision of law that determines or grants water rights.

4.1 GSA Formation. Pursuant to Section 2.2 of this Agreement the Agency will serve as the GSA for the purposes of sustainably managing groundwater in the Basin under SGMA. After GSA formation, the Agency will have the authority to exercise all powers afforded to the Agency under SGMA, including without limitation:

4.1.1 To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Agency.

4.1.2 To develop, adopt and implement a GSP for the Basin, and to exercise jointly the common powers of the Members in doing so.

4.1.3 To obtain rights, permits and other authorizations for, or pertaining to, implementation of a GSP for the Basin.

4.1.4 To collect and monitor data on the extraction of groundwater from, and the quality of groundwater in, the Basin.

4.1.5 To acquire property and other assets by grant, lease, purchase, bequest, devise, gift, or eminent domain, and to hold, enjoy, lease or sell, or otherwise dispose of, property, including real property, water rights, and personal property, necessary for the full exercise of the Agency's powers.

4.1.6 To establish and administer a conjunctive use program for the purposes of maintaining sustainable yields in the Basin consistent with the requirements of SGMA.

4.1.7 To regulate groundwater extractions as permitted by SGMA.

4.1.8 To spread, sink and inject water into the Basin.

4.1.9 To store, transport, recapture, recycle, purify, treat or otherwise manage and control water for beneficial use.

4.1.10 To develop and facilitate market-based solutions between Basin stakeholders for the use and management of water rights.

4.1.11 To impose assessments, groundwater extraction fees or other charges, and to undertake other means of financing the Agency as authorized by Chapter 8 of SGMA, commencing at section 10730 of the Water Code.

4.1.12 To perform other ancillary tasks relating to the operation of the Agency pursuant to SGMA, including without limitation, environmental review, engineering, and design.

4.1.13 To apply for, accept and receive licenses, permits, water rights, approvals, agreements, grants, loans, contributions, donations or other aid from any agency of the United States, the State of California or other public agencies or private persons or entities necessary for the Agency's purposes.

4.1.14 To develop, collect, provide, and disseminate information that furthers the purposes of the Agency.

4.1.15 To make and enter contracts necessary to the full exercise of the Agency's power.

4.1.16 To employ, designate, or otherwise contract for the services of, agents, officers, employees, attorneys, engineers, planners, financial consultants, technical specialists, advisors, and independent contractors.

4.1.17 To incur debts, liabilities or obligations, to issue bonds, notes, certificates of participation, guarantees, equipment leases, reimbursement obligations and other indebtedness, as authorized by the Act.

4.1.18 To cooperate, act in conjunction and contract with the United States, the State of California, or any agency thereof, counties, municipalities, public and private corporations of any kind (including without limitation, investor-owned utilities), and individuals, or any of them, for any and all purposes necessary or convenient for the full exercise of the powers of the Agency.

4.1.19 To sue and be sued in the Agency's own name.

4.1.20 To provide for the prosecution of, defense of, or other participation in, actions or proceedings at law or in public hearings in which the Members, pursuant to this Agreement, have an interest and employ counsel and other expert assistance for these purposes.

4.1.21 To accumulate operating and reserve funds for the purposes herein stated.

4.1.22 To invest money that is not required for the immediate necessities of the Agency, as the Agency determines is advisable, in the same manner and upon the same conditions as Members, pursuant to Government Code section 53601, as that section now exists or may hereafter be amended.

4.1.23 To undertake any investigations, studies, and matters of general administration.

4.1.24 To undertake Special Projects, as set forth in Article 17.

4.1.25 To perform all other acts necessary or proper to carry out fully the purposes of this Agreement.

## **ARTICLE 5 MEMBERSHIP**

5.1 Members. The Members of the Agency shall be the Carpinteria Valley Water District, the City of Carpinteria, Santa Barbara County Water Agency and the County of Ventura as long as they have not, pursuant to the provisions hereof, withdrawn from this Agreement.

5.2 New Members. It is recognized that a public agency that is not a Member on the Effective Date of this Agreement may wish to participate in the Agency. Non-member eligible public agencies may become members of the Agency upon such terms and conditions as established by the Board of Directors and upon the unanimous consent of the existing Members, evidenced by the execution of a written amendment to this Agreement signed by all of the Members, including the non-member eligible public agency. The addition of new Members shall not affect any rights of existing Members without the consent of all affected Members.

## **ARTICLE 6 BOARD OF DIRECTORS AND OFFICERS**

6.1 Formation of the Board of Directors. The Agency shall be governed by a Board of Directors (“**Board of Directors**” or “**Board**”) consisting of representatives appointed in the manner set forth in Section 6.3 of this Agreement. The Board shall be composed of five (5) “**Regular Directors**” and up to three (3) “**Optional Directors**” as follows:

6.1.1 Five (5) Regular Directors shall be appointed to the Board within 30 days of the Effective Date of the Agreement in the manner set forth in Section 6.3.1 below.

6.1.2 Three (3) Optional Directors may be appointed after the first publicly held meeting of the Agency up to the time of adoption of the GSP by the Board in the manner set forth in Sections 6.3.2 through 6.3.4 below. After the GSP has been adopted by the Board, if a Member has not appointed an Optional Director to the Board, and the seat has not been filled pursuant to Section 6.3.5 below, a Member may elect to appoint its Optional Director but subject to the Board of Directors' approval.

6.2 Duties of the Board of Directors. The business and affairs of the Agency, and all of the powers of the Agency, including without limitation all powers set forth in Article 4, are reserved to and shall be exercised by and through the Board of Directors, except as may be expressly delegated to the Executive Director or others pursuant to this Agreement, Bylaws, or by specific action of the Board of Directors.

6.3 Appointment of Directors. The Directors shall be appointed as follows:

6.3.1 Five (5) Regular Directors from the Carpinteria Valley Water District shall be appointed to the Board of Directors by resolution of the Carpinteria Valley Water District board of directors.

6.3.2 One (1) Optional Director from the City of Carpinteria may be appointed by resolution of the City of Carpinteria City Council pursuant to Section 6.1.2 above.

6.3.3 One (1) Optional Director from the Santa Barbara County Water Agency may be appointed by resolution of the Santa Barbara County Water Agency board of directors pursuant to Section 6.1.2 above.

6.3.4 One (1) Optional Director from the County of Ventura may be appointed by resolution of the Ventura County Board of Supervisors pursuant to Section 6.1.2 above.

6.3.5 If the Members named in Sections 6.3.2, 6.3.3, or 6.3.4 fail to exercise the option to appoint an Optional Director up to the adoption of the GSP by the Board, or if a Member provides written notice to the Board Chair and to all other Members named in Sections 6.3.2, 6.3.3, or 6.3.4 that it declines to exercise its option to appoint an Optional Director, any other Member named in these Sections may choose to exercise the option to name another Optional Director from their respective agency within thirty (30) days after adoption of the GSP by the Board. The option under this Section may be exercised by providing the GSA Board Chair with written notice of the Member's election to name another Optional Director. If more than one eligible Member exercises the option under this section, the Member who first provided written notice to the GSA Board Chair will be the Member authorized to exercise the appointment option. This option shall be limited to allow the Members named in Sections 6.3.2, 6.3.3 and 6.3.4 to appoint a maximum of two Optional Directors.

6.4 Alternate Directors. Each Member may appoint one Alternate Director to act in the place of a Director in case of absence or inability to act. Alternate Directors shall be appointed in the same manner as set forth in Section 6.3. Unless appearing as a substitute for a Director due to absence or conflict of interest, Alternate Directors shall have no vote, and shall not participate in



any discussions or deliberations of the Board. If the Director is not present, or if the Director has a conflict of interest which precludes participation by the Director in any decision-making process of the Board, the Alternate Director appointed to act in his/her place shall assume all rights of the Director, and shall have the authority to act in his/her absence, including casting votes on matters before the Board. Each Alternate Director shall be appointed prior to the meeting of the Board in which the Alternate Director is participating Board deliberations. Alternate Directors are encouraged to attend Board meetings and stay informed on current issues before the Board.

#### 6.5 Term, Reappointment, and Removal.

6.5.1 Directors and Alternate Directors shall serve for terms of four (4) years. A Director or Alternate Director may be removed during his or her term or reappointed for multiple terms at the pleasure of the Member that appointed him or her.

6.5.2 A Director shall be a member of the appointing agency's legislative body and shall cease to be a Member Director or Alternate Director when no longer a member of the appointing agency's legislative body.

6.5.3 An Alternate Director shall be a member of the appointing agency's legislative body or in a senior management staff position and shall cease to be an Alternate Director when no longer a member of the appointing agency's staff or legislative body.

6.6 Vacancies. A vacancy on the Board of Directors shall occur when a Director resigns or reaches the end of that Director's term, as set forth in Section 6.5. A vacancy shall also occur when a Director is removed by his or her appointing Member. Upon the vacancy of a Director, the Alternate Director shall serve as Director until a new Director is appointed as set forth in Section 6.3 unless the Alternate Director is already serving as an Alternate Director in the event of a prior vacancy, in which case, the seat shall remain vacant until a replacement Director is appointed as set forth in Section 6.3. Members shall submit any changes in Director or Alternate Director positions to the Executive Director by written notice signed by an authorized representative of the Member's agency. The written notice shall include a resolution of the governing board of the Member directing such change in the Director or Alternative Director position.

6.7 Conflicts of Interest. No Director shall be allowed to participate in any matter before the Board in which he or she has a conflict of interest. A Director is also deemed to have a conflict of interest and disqualified from participating in related matters before the Board if that Director (i) is personally, or (ii) was appointed by a Member that is, named as an adverse party in any litigation in which the Agency is a party. In such an event, the Director shall be deemed disqualified in all matters related to the issue being litigated, shall not be eligible to receive confidential information relating to the litigation from the Agency or its legal counsel, and shall not be eligible to attend any closed session where the litigation is discussed. In the event a Director deemed to have conflict of interest refuses to withdraw from matters related to the conflict, the other Directors shall jointly seek a court order preventing the conflicted Director from participating in those related matters.

**ARTICLE 7  
OFFICERS**

7.1 Officers. The officers of the Agency shall be a chair and vice chair, selected from among the Directors. The Agency shall also appoint a treasurer/auditor consistent with the provisions of Section 13.3. In the absence of the chair the vice chair, or in the vice chair's absence, the next senior Director, shall exercise all powers of the chair in the chair's absence or inability to act.

7.2 Appointment of Officers. Officers shall be elected by, and serve at the pleasure of, the Board of Directors, in accordance with the Bylaws.

7.3 Principal Office. The Principal Office of the Agency shall be established by the Board of Directors and may thereafter be changed by a vote of the Board.

**ARTICLE 8  
DIRECTOR MEETINGS**

8.1 Initial Meeting. The initial meeting of the Board of Directors shall be held in Carpinteria, California, within thirty (30) days of the Effective Date of this Agreement.

8.2 Time and Place. The Board of Directors shall meet at least quarterly, at a date, time and place set by the Board, within the jurisdictional boundaries of one or more of the Members, and at such times as may be determined by the Board.

8.3 Special Meetings. Special meetings of the Board of Directors may be called by the Chair or by a vote of the Directors in accordance with the provisions of Government Code section 54956.

8.4 Conduct. All meetings of the Board of Directors, including special meetings, shall be noticed, held, and conducted in accordance with the Ralph M. Brown Act (Government Code, § 54950, et seq.). The Board may use teleconferencing in connection with any meeting in conformance with and to the extent authorized by applicable law.

8.5 Local Conflict of Interest Code. The Board of Directors shall adopt a local conflict of interest code pursuant to the provisions of the Political Reform Act of 1974 (Government Code, § 81000, et seq.) within six (6) months of the first meeting of the Board of Directors of the Agency.

**ARTICLE 9  
MEMBER VOTING**

9.1 Quorum. A quorum of any meeting of the Board of Directors shall consist of a majority of the total number of Directors plus one Director ("**Quorum**"). In the absence of a Quorum, a meeting of the Directors may be adjourned for lack of a Quorum. If there is not a Quorum at a meeting of the Directors, no business may be transacted at the meeting. For purposes of this Article, a Director shall be deemed present if the Director appears at the meeting in person

or participates telephonically, provided the telephone appearance is consistent with the requirements of the Ralph M. Brown Act (Government Code, § 54950, et seq.).

9.2 Director Votes. Voting by the Board of Directors shall be made on the basis of one vote for each Director. A Director, or an Alternate Director when acting in the absence of his or her Director, may vote on all matters of Agency business unless disqualified because of a conflict of interest pursuant to California law or the local conflict of interest code adopted by the Board of Directors.

9.3 Affirmative Decisions of the Board of Directors. The structure of voting and the determination of affirmative decisions of the Board of Directors, as set forth herein, are designed to encourage and facilitate consensus, pursuant to the following procedure:

9.3.1 First Hearing. A matter may be approved on the first hearing of the matter pursuant to a unanimous vote of all Directors.

9.3.2 Second Hearing. If unanimity is not obtained on the first hearing of a matter, the Board shall continue a final vote on the matter for a second hearing. The second hearing shall occur at the next regular meeting of the Board, unless the Board votes to continue the second hearing of the matter to another regular or special meeting of the Board.

(a) Matters Requiring Supermajority Vote on Second Hearing. Decisions concerning the following matters shall require a supermajority vote in order to pass on the Second Hearing: (i) any capital expenditure of \$250,000 or more; (ii) the Agency's annual budget and amendments thereto; (iii) adoption or amendment of the GSP for the Basin; (iv) adoption of groundwater extraction fees; (v) the Agency's adoption of any taxes, fees, or assessments that are subject to Proposition 26 or 218; (vi) any stipulation to resolve litigation concerning groundwater rights within, or groundwater management for, the Basin. A supermajority vote shall be calculated pursuant to Section 1.21.

(b) Simple Majority Vote for All Other Matters on Second Hearing. Unless otherwise specified in this Agreement, for all matters not specified in Section 9.3.2(a), an affirmative decision of the Board on the second hearing shall require a simple majority of all Directors present at the meeting and eligible to vote on the matter.

## **ARTICLE 10 EXECUTIVE DIRECTOR AND STAFF**

10.1 Appointment. The Board of Directors shall appoint an Executive Director, who may be, though need not be, an officer, employee, or representative of one of the Members. The Executive Director's compensation, if any, shall be determined by the Board of Directors.

10.2 Duties. If appointed, the Executive Director shall be the chief administrative officer of the Agency, shall serve at the pleasure of the Board of Directors, and shall be responsible to the Board for the proper and efficient administration of the Agency. The Executive Director shall have the powers designated by the Board, or otherwise as set forth in the Bylaws.

10.3 Term and Termination. The Executive Director shall serve until he/she resigns, or the Board of Directors terminates his/her appointment.

10.4 Staff and Services. The Executive Director may employ such additional full-time and/or part-time employees, assistants and independent contractors who may be necessary from time to time to accomplish the purposes of the Agency, subject to the approval of the Board of Directors. The Agency may contract with a Member or other public agency or private entity for various services, including without limitation, those related to the Agency's finances, purchasing, risk management, information technology and human resources. A written agreement shall be entered between the Agency and the Member or other public agency or private entity contracting to provide such service, and that agreement shall specify the terms on which such services shall be provided, including without limitation, the compensation, if any, that shall be made for the provision of such services.

## **ARTICLE 11 BYLAWS**

The Board of Directors shall cause to be drafted, approve, and amend Bylaws of the Agency to govern the day-to-day operations of the Agency. The Bylaws shall be adopted at or before the first anniversary of the Board's first meeting.

## **ARTICLE 12 ADVISORY COMMITTEES**

The Board of Directors may from time to time appoint one or more advisory committees or establish standing or ad hoc committees to assist in carrying out the purposes and objectives of the Agency. The Board shall determine the purpose and need for such committees and the necessary qualifications for individuals appointed to them. Each committee shall include a Director as the chair thereof. Other members of each committee may be composed of those individuals approved by the Board of Directors for participation on the committee. However, no committee or participant on such committee shall have any authority to act on behalf of the Agency.

## **ARTICLE 13 ACCOUNTING PRACTICES**

13.1 General. The Board of Directors shall establish and maintain such funds and accounts as may be required by generally accepted public agency accounting practices. The Agency shall maintain strict accountability of all funds and report all receipts and disbursements of the Agency.

13.2 Fiscal Year. Unless the Board of Directors decides otherwise, the fiscal year for the Agency shall run from July 1 to June 30.

13.3 Appointment of Treasurer and Auditor; Duties. The treasurer and Auditor shall be appointed and/or retained in the manner, and shall perform such duties and responsibilities, specified in sections 6505, 6505.5 and 6505.6 of the Act. The treasurer shall be bonded in accordance with the provisions of Government Code section 6505.1. Until such appointment of

treasurer/Auditor, the duties of the office shall be carried out by the treasurer/auditor of the Carpinteria Valley Water District.

13.4 Records. The books and records of the Agency shall be open to inspection by the Members at reasonable times upon reasonable notice, provided, however, that nothing in this Agreement shall be interpreted as requiring the Agency to disclose confidential materials, or materials privileged from disclosure, under California law. Nothing in this Agreement shall be interpreted as negating an exemption from, or prohibition of, disclosure in the Public Records Act (Government Code, § 6250, et seq.).

## **ARTICLE 14 BUDGET AND EXPENSES**

14.1 Budget. Within one hundred and twenty (120) days after the first meeting of the Board of Directors, and thereafter prior to the commencement of each fiscal year, the Board shall adopt a budget for the Agency for the ensuing fiscal year. In the event that a budget is not so approved, the prior year's budget shall be deemed approved for the ensuing fiscal year, and any groundwater extraction fee or contributions by Members, or both, approved by the Board during the prior fiscal year shall again be assessed in the same amount and terms for the ensuing fiscal year until amended.

14.2 Agency Funding and Contributions. For the purpose of funding the expenses and ongoing operations of the Agency, the Board of Directors shall maintain a funding account in connection with the annual budget process. The Board of Directors may fund the Agency and the GSP for the Basin as provided in Chapter 8 of SGMA (commencing with section 10730 of the Water Code), and through voluntary contributions from Members, with the intent that the Agency will reimburse each Member at a later date.

14.3 Return of Contributions. The Agency may reimburse Members for all or any part of any contributions made by Members, and any revenues by the Agency may be distributed by the Board of Directors at such time and upon such terms as the Board of Directors may decide; provided that (i) any distributions shall be made in proportion to the contributions paid by each Member to the Agency, and (ii) any capital contribution paid by a Member voluntarily, and without obligation to make such capital contribution pursuant to Section 14.2 above, shall be returned to the contributing Member, together with accrued interest at the annual rate published as the yield of the Local Agency Investment Fund administered by the California State Treasurer, before any other return of contributions to the Members is made. The Agency shall hold title to all funds and property acquired by the Agency during the term of this Agreement.

14.4 Issuance of Indebtedness. The Agency may issue bonds, notes or other forms of indebtedness, as permitted under Section 4.6 of this Agreement, provided such issuance is approved by a unanimous vote of the Directors.

14.5 Revenue. The Agency may assess fees or taxes from Basin users in order to fund its groundwater management activities. Revenues generated from Basin users may be subject to Proposition 26 or 218. Assessment of fees requires a Supermajority Vote of the Board pursuant to Section 9.3.2(a) of this Agreement.

## **ARTICLE 15 LIABILITIES**

15.1 Liability. In accordance with Government Code section 6507, the debt, liabilities and obligations of the Agency shall be the debts, liabilities and obligations of the Agency alone, and not the individual Members.

15.2 Indemnity. Funds of the Agency may be used to defend, indemnify, and hold harmless the Agency, each Member, each Director, and any officers, agents and employees of the Agency for their actions taken within the course and scope of their duties while acting on behalf of the Agency. To the fullest extent permitted by law, the Agency agrees to save, indemnify, defend and hold harmless each Member from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are in any way attributable in whole or in part to: (i) this Agreement; (ii) the acts or omissions of the Agency or its employees, officers or agents; or (iii) the negligent acts or omissions (not including gross negligence or wrongful conduct) of the employees, officers or agents of any Member arising out of or attributable to the Agency or this Agreement.

15.3 Hazardous Materials. The Agency shall not handle, receive, use, or dispose of hazardous materials unless first amending this Agreement to provide indemnification by the Agency of all of Members in relation to the Agency's handling, receipt, use or disposal of hazardous materials.

15.4 Liability Insurance. The Board of Directors shall obtain, and maintain in effect, appropriate liability insurance to cover the activities of the Agency's Directors and staff in the ordinary course of their duties.

15.5 Privileges and Immunities. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers compensation, and other benefits which apply to the activity of officers, agents, or employees of any of the Members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents, or employees appointed by the Board of Directors shall be deemed, by reason of their employment by the Board of Directors, to be employed by any of the Members or, by reason of their employment by the Board of Directors to be subject to any of the requirements of such Members.

## **ARTICLE 16 WITHDRAWAL OF MEMBERS**

16.1 Unilateral Withdrawal. Subject to the Dispute Resolution provisions set forth in Section 18.9 of this Agreement, a Member may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon sixty (60) days written notice to the Executive Director and all Members.

16.2 Rescission or Termination of Agency. This Agreement may be rescinded and the Agency terminated by unanimous written consent of all Members, except during the outstanding term of any Agency indebtedness.

16.3 Effect of Withdrawal or Termination. Upon termination of this Agreement or unilateral withdrawal, a Member shall remain obligated to pay its share of all debts, liabilities and obligations of the Agency required of the Member pursuant to the terms of this Agreement which were incurred or accrued prior to the date of such termination or withdrawal, including, without limitation, those debts, liabilities and obligations pursuant to Sections 4.6 and 14.4 of this Agreement. Any Member that withdraws from the Agency shall have no right to participate in the business and affairs of the Agency or to exercise any rights of a Member under this Agreement or the Act, but shall continue to share in distributions from the Agency on the same basis as if such Member had not withdrawn, provided that a Member that has withdrawn from the Agency shall not receive distributions in excess of the contributions made to the Agency while a Member. The right to share in distributions granted under this Section shall be in lieu of any right the withdrawn Member may have to receive a distribution or payment of the fair value of the Member's interest in the Agency.

16.4 Return of Contribution. Upon termination of this Agreement, any surplus money on-hand shall be returned to the Members in proportion to their contributions made. The Board of Directors shall first offer any property, works, rights and interests of the Agency for sale to the Members on terms and conditions determined by the Board of Directors. If no such sale to Members is consummated, the Board of Directors shall offer the property, works, rights, and interest of the Agency for sale to any non-member for good and adequate consideration. The net proceeds from any sale shall be distributed among the Members in proportion to their contributions made.

## **ARTICLE 17 SPECIAL PROJECTS**

17.1 Special Projects. In addition to the general activities undertaken by all Members of the Agency, the Agency may initiate Special Projects that involve fewer than all Members. No Member shall be required to be involved in a Special Project that involves fewer than all Members.

17.2 Special Project Agreement. With the unanimous approval of Directors, Members may undertake Special Projects in the name of the Agency. Prior to undertaking a Special Project, the Members electing to participate in the Special Project shall enter into an activity agreement. Such activity agreement shall provide that: (i) no Special Project undertaken pursuant to such agreement shall conflict with the terms of this Agreement; and (ii) the Members to the activity agreement shall indemnify, defend and hold the Agency, and the Agency's other Members, harmless from and against any liabilities, costs or expenses of any kind resulting from the Special Project described in the activity agreement. All assets, rights, benefits, debts, liabilities and obligations attributable to a Special Project shall be assets, rights, benefits, debts, liabilities and obligations solely of the Members that have entered into the activity agreement for that Special Project, in accordance with the terms of the activity agreement, and shall not be the assets, rights, benefits, debts, liabilities and obligations of those Members that have not executed the activity



agreement. Members not electing to participate in the Special Project shall have no rights, benefits, debts, liabilities or obligations attributable to such Special Project.

## **ARTICLE 18 MISCELLANEOUS PROVISIONS**

18.1 No Predetermination or Irretrievable Commitment of Resources. Nothing in this Agreement shall constitute a determination by the Agency or any of its Members that any action shall be undertaken or that any unconditional or irretrievable commitment of resources shall be made, until such time as the required compliance with all local, state, or federal laws, including without limitation the California Environmental Quality Act (Public Resources Code, § 21000, et seq.), National Environmental Policy Act (42 U.S.C. § 4321, et seq.), or permit requirements, as applicable, has been completed.

18.2 Notices. Notices to a Director or Member hereunder shall be sufficient if delivered to the City Clerk, Board Clerk, or Board Secretary of the respective Director or Member and addressed to the Director or Member. Delivery may be accomplished by U.S. Postal Service, private mail service or electronic mail.

18.3 Amendments to Agreement. This Agreement may be amended or modified at any time only by subsequent written agreement approved and executed by all of the Members.

18.4 Agreement Complete. This Agreement constitutes the full and complete agreement of the Members. This Agreement supersedes all prior agreements and understandings, whether in writing or oral, related to the subject matter of this Agreement that are not set forth in writing herein.

18.5 Severability. Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any applicable federal law or any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, or provisions of this Agreement shall not be affected thereby, provided however, that if the remaining parts, terms, or provisions do not comply with the Act, this Agreement shall terminate.

18.6 Withdrawal by Operation of Law. Should the participation of any Member to this Agreement be decided by the courts to be illegal or in excess of that Member's authority or in conflict with any law, the validity of this Agreement as to the remaining Members shall not be affected thereby.

18.7 Assignment. The rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void.

18.8 Binding on Successors. This Agreement shall inure to the benefit of, and be binding upon, the successors or assigns of the Members.

18.9 Dispute Resolution. In the event that any dispute arises among the Members

relating to (i) this Agreement, (ii) the rights and obligations arising from this Agreement, (iii) a Member proposing to withdraw from membership in the Agency, or (iv) a Member proposing to initiate litigation in relation to legal rights to groundwater within the Basin or the management of the Basin, the aggrieved Member or Members proposing to withdraw from membership shall provide written notice to the other Members of the controversy or proposal to withdraw from membership. Within forty-five (45) days after such written notice, the Members shall attempt in good faith to resolve the controversy through informal means. If the Members cannot agree upon a resolution of the controversy within forty-five (45) days from the providing of written notice specified above, the dispute shall be submitted to mediation prior to commencement of any legal action or prior to withdrawal of a Member proposing to withdraw from membership. The mediation shall be no less than a full day (unless agreed otherwise among the Members) and the cost of mediation shall be paid in equal proportion among the Members. The mediator shall be either voluntarily agreed to or appointed by the Superior Court upon a suit and motion for appointment of a neutral mediator. Upon completion of mediation, if the controversy has not been resolved, any Member may exercise all rights to bring a legal action relating to the controversy or withdraw from membership as otherwise authorized pursuant to this Agreement.

18.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

18.11 Singular Includes Plural. Whenever used in this Agreement, the singular form of any term includes the plural form and the plural form includes the singular form.

18.12 No Third-Party Rights. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under, or by reason of, this Agreement on any person other than the Members and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third person to any Member, nor shall any provision give any third person any right of subrogation or action over or against any Member.

18.13 Member Authorization. The legislative bodies of the Members have each authorized execution of this Agreement, as evidenced by the signatures below.

**IN WITNESS WHEREOF**, the Members hereto have executed this Agreement by authorized officials thereof on the dates indicated below, which Agreement may be executed in counterparts.

CARPINTERIA VALLEY WATER DISTRICT

APPROVED AND ACCEPTED BY THE BOARD OF DIRECTORS:

By: Matthew Roberts  
MATTHEW ROBERTS  
PRESIDENT, BOARD OF DIRECTORS

DATE 1-31-2020

ATTEST:

Ursula Santana  
URSULA SANTANA, BOARD CLERK

DATE 1.31.2020

APPROVED AS TO FORM:

By: J. Roger Myers  
J. ROGER MYERS, GENERAL COUNSEL

DATE 1-31-2020

**CITY OF CARPINTERIA**



Mayor, City of Carpinteria

ATTEST:



City Clerk, City of Carpinteria

APPROVED AS TO FORM:



Valerie Kincaid

O' Laughlin and Paris, acting as  
Special Council of the City of Carpinteria

COUNTY OF VENTURA

APPROVED AND ACCEPTED BY THE BOARD OF SUPERVISORS:

By: Kelly Long  
CHAIR, BOARD OF SUPERVISORS



ATTEST: Michael Powers  
Clerk of the Board of Supervisors

by: Jon Key  
~~BOARD CLERK~~ Deputy Clerk of the Board

APPROVED AS TO FORM:

By: Albert B. A.  
COUNTY COUNSEL

SANTA BARBARA COUNTY WATER AGENCY

ATTEST:  
MONA MIYASATO,  
COUNTY EXECUTIVE OFFICER  
Ex Officio Clerk of the Board Directors  
of the Santa Barbara County Water Agency

By: Sheila daGuena  
Deputy

SANTA BARBARA COUNTY WATER AGENCY

By: Gregg Hart  
Gregg Hart, Chair, Board of Directors

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By: Michael C. Ghizzoni  
Deputy

APPROVED AS TO FORM:  
RAY AROMATORIO, ARM, AIC  
RISK MANAGER

By: Ray Aromatorio

RECOMMENDED FOR APPROVAL:  
SCOTT D. MCGOLPIN  
PUBLIC WORKS DIRECTOR

By: Scott D. McGolpin  
Deputy Public Works Director



## STAFF REPORT

**From: Robert McDonald, General Manager**

**For Consideration:** Authorize staff to engage and subscribe to Streamline to migrate CVWD website to Streamline Platform.

### BACKGROUND

The Department of Justice (DOJ) has released new website accessibility guidelines that will significantly impact special districts nationwide.

All special district websites must conform to the Web Content Accessibility Guidelines (WCAG) 2.1 AA standards, ensuring accessibility for people with disabilities. WCAG 2.1 AA (Web Content Accessibility Guidelines) is a set of internationally recognized standards designed to make web content more accessible to people with disabilities. Developed by the World Wide Web Consortium (W3C), these guidelines focus on ensuring that web content is perceivable, operable, understandable, and robust for all users, including those with visual, auditory, cognitive, and motor impairments. WCAG 2.1 builds on the earlier WCAG 2.0 by addressing additional accessibility needs, such as mobile device accessibility and content for individuals with low vision or cognitive disabilities. The AA level represents a mid-range level of compliance, striking a balance between broad accessibility and practical implementation, making it the benchmark for many legal requirements, including those recently outlined by the Department of Justice for special districts. Although DOJ enforcement begins in 2026, the ADA already mandates accessibility, so districts should act now to ensure compliance. Being proactive helps avoid legal issues and supports the goal of creating an inclusive digital environment for all community members.

CVWD's website is built on a open source content management system called WordPress. WordPress was originally used because it was free and commonly used to create small websites. Over time it has become vulnerable to cyber-attack as well as requiring updates and patches to be installed to maintain security. Additionally, accessibility is not automated and therefore will need to be updated manually to comply with WCAG2.1AA.

Staff's analysis of the cost to use Streamline shows that because Granicus will be replaced on the new website with Zoom the District will save approximately \$8000 per year which is more than the cost of Streamline annual subscription of \$6720 and will avoid a manual accessibility update to our existing website which is expected to cost \$5900.



**ANALYSIS**

Streamline Web Services will help CVWD avoid risk of violation of WCAG2.1AA as well as provide a secure website from malicious cyber-attack while ensuring everyone can access our websites essential services and resources regardless of their ability. Every website on the Streamline platform is ADA-compliant (WCAG 2.1 AA) out of the box, with a built-in dashboard to manage ongoing compliance. Streamline monitors and protects websites on their platform against cyberattack.

**RECOMMENDATION**

Authorize General Manager to Engage Streamline to migrate existing website to Streamline platform and subscribe to Community Pro Streamline Content management System

in an amount of \$1500 for migration services (one time cost) and \$6720 annually for the Streamline Community Pro content management System



## Streamline Platform - Subscription Agreement

CUSTOMER: **Carpinteria Valley Water District**

ORDER DATE: **08 / 02 / 2024**

This Software as a Service Agreement (“Agreement”) is entered into on the start date listed below, between Streamline (DBA of Digital Deployment, Inc.) with a place of business at 3301 C Street #1000, Sacramento, CA 95816 (“Company”), and the Customer listed above (“Customer”). This Agreement incorporates the [Streamline Terms of Service](#). W9 is available online. **Most customers prefer annual billing for convenience, but all subscriptions are cancellable anytime with a written 30-day notice.**

DESCRIPTION OF SERVICES: See Page 2 for an overview of what Streamline Web includes, and for more information please review our [subscription-based website toolkit for local government](#) .

### SUBSCRIPTION ORDER:

Name	Price
Community Pro CSDA Discount	\$560.00

One-Time Build Costs: **\$1500**  
 Invoice Frequency: **Monthly**  
 Additional Billing Details: **CSDA Discount**

Order #: **20491099932**  
 Original Order? **Original**  
**09 / 01 / 2024**

Billing Start Date:

Paying with check?

Mail the check to: PO Box 207561, Dallas, TX 753207561

Billing Person:

[Redacted Billing Person and Address]

Billing Address:

City, State, Zip:

Phone:

[Redacted Phone and Email]

Email:

### Streamline:

Name:

Title:

Date:

Signature:

### Customer:

Name:

Title:

Date:

Signature:



STREAMLINE

(916) 900-6619

[info@getstreamline.com](mailto:info@getstreamline.com)

[www.getstreamline.com](http://www.getstreamline.com)

3301 C Street #1000, Sacramento, CA 95816



## What Your Subscription Includes



### Technology

- **Easy-to-use website tool allows you to control your content** - no more waiting on a vendor or IT.
- **Built-in ADA compliance** (the platform is fully accessible out of the “box”).
- **State-specific transparency dashboard** with checkpoints for all posting requirements.
- **Meeting dashboard with agenda reminders**, one-click agenda and minute upload that takes seconds.
- **Ongoing improvements** to existing features included at no cost - your software will never be out of date.



### Setup and Training

- **Multiple options** for initial site build and migrating existing content.
- **Introduction to your state requirements** so you know what needs to be posted.
- **Training** for anyone on your staff via remote meeting to help you learn the system.
- **Free domain** included (acmemud.specialdistrict.org) or connect your own custom domain / web address.
- **Free SSL security certificate** so that your site is served over https and visitors are protected.



### Ongoing Support

- **Unlimited support** is included for anyone on your staff responsible for updating the website.
- **Support system is built into your website** - get help with the click of a button.
- **Unlimited hosting** of content and files so you never have to “upgrade” your account.
- **Extensive knowledge base** of how-to articles and getting started guides are available 24/7.
- **Can't figure out how to send your question? That's ok, you'll have our technical support number, too.**

*And if (when) your state passes additional website mandates, Streamline Web will be updated to help you comply as effortlessly as possible.*



**2024** WaterReuse CA  
**CONFERENCE**  
GARDEN GROVE • CA

SEPTMBER 15-17, 2024  
HYATT REGENCY  
ORANGE COUNTY



The 2024 WaterReuse California Conference will unite the engineers, environmentalists, and experts who energize water reuse in California. Participants will learn from numerous technical sessions and panels on the most pressing reuse issues, and enjoy tours, networking opportunities, and industry celebrations.

[Register](#)

[Schedule](#)

[Hotel](#)



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Beautiful Garden Grove is situated in the heart of Orange County. The city is known for its annual strawberry festival, and its easy access to famous attractions including Disneyland, Universal Studios, Knott's Berry Farm, Sea World, Great Wolf Lodge and miles of sun-filled beaches. Register today for the 2024 WaterReuse California Conference, and explore all the region has to offer!

*The deadline to book a discount room is August 26, 2024 or when the block is fully booked. Room Rate: \$209.*

The Annual WaterReuse California Conference will take place September 15-17 in Garden Grove, CA, including a wealth of technical sessions, panel presentations, and networking opportunities.

[Register Here](#)

[2024 Conference](#)

### Member Discounts

Please log in or [create an account](#) to receive the member discount. You are eligible for the member rate if your employer is a [Member Organization](#). If you need login help, please contact [Member Services](#).

### Registration Rates

	Member	Non-Member
<b>Advance Rate:</b> 6/25 – 9/3	\$675	\$800
<b>Onsite Rate:</b> 9/4 – 9/17	\$775	\$850

### Special Rates

Speaker	Student	Volunteer
\$525	\$200	\$400

### One Day Rates

Sunday	Monday	Tuesday
\$300	\$400	\$200



## AGENDA

**RATE & BUDGET COMMITTEE**  
**At**  
**CARPINTERIA VALLEY WATER DISTRICT**  
**1301 SANTA YNEZ AVENUE**  
**CARPINTERIA, CALIFORNIA**

**August 8, 2024 at 12:15 p.m.**

BOARD OF DIRECTORS

*Case Van Wingerden*  
President  
*Shirley L. Johnson*  
Vice President

*Casey Balch*  
*Polly Holcombe*  
*Matthew Roberts*

GENERAL MANAGER

*Robert McDonald, P.E. MPA*

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

1. Submitting a Written Comment. If you wish to submit a written comment, please email your comment to the Board Secretary at [Public\\_Comment@cvwd.net](mailto:Public_Comment@cvwd.net) by **11:00 A.M. on the day of the meeting**. Please limit your comments to 250 words. Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations.

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

Please note the President has the discretion to limit the speaker's time for any meeting or agenda matter.

**I. CALL TO ORDER**

**II. PUBLIC FORUM** (Any person may address the Rate & Budget Committee on any matter within its jurisdiction which is not on the agenda)

**III. OLD BUSINESS** – None

**IV. NEW BUSINESS**

**A. Consider Presentation from Chandler Asset Management Inc. to provide Investment Advisor Services to CVWD**

**B. Consider District website migration onto Streamline platform.**

**V. ADJOURNMENT**

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

Note: The above Agenda was posted at Carpinteria Valley Water District Administrative Office in view of the public no later than 12:00 p.m., August 5, 2024. 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.





# CACHUMA OPERATION AND MAINTENANCE BOARD

## Fisheries Committee Meeting

Wednesday, July 31, 2024  
11:00 AM

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### HOW TO OBSERVE THE MEETING

Join by Teleconference or Attend in Person

*COMB follows Centers for Disease Control and Prevention (CDC), California Department of Public Health (CDPH) and local public health guidelines with respect to COVID-19 protocols and masking requirements, based on local conditions and needs. COMB will have available masks for use during public meetings.*

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

#### **Join via Video Conference**

<https://us02web.zoom.us/j/85798752613?pwd=MAOM96YMXruUubcwoZL4bMM1FvTILF.1>

Passcode: 371004

#### **Join via Teleconference**

US +1 669 900 6833      Webinar ID: 857 9875 2613      Passcode: 371004

### HOW TO MAKE A PUBLIC COMMENT

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

**In person:** Those observing the meeting in person may make comments during designated public comment periods.

**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 keypad to indicate such interest. Commenters will be prompted to press \*6 to unmute their respective telephone when called upon to speak.

### AMERICANS WITH DISABILITIES ACT

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

# CACHUMA OPERATION & MAINTENANCE BOARD

## Fisheries Committee Meeting

Wednesday, July 31, 2024

11:00 AM

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### AGENDA

*Chair: Director Hanson*

*Member: Alternate Director Holcombe*

1. Call to Order
2. Public Comment (*Public may address the Committee on any subject matter on the agenda and within the Committee's jurisdiction*)
3. Draft Cachuma Project Master Contract Renewal Fund and Warren Act Trust Fund – Long Term and Annual Plan / Santa Barbara County Betterment Fund (*for information and possible recommendation*)
4. Update on Recent Fisheries Division Activities (*for information and possible recommendation*)
  - Field Observations
  - Coordination with Reclamation
5. Adjournment

#### NOTICE TO THE PUBLIC

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

**Americans with Disabilities Act:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Cachuma Operation & Maintenance Board (COMB) at 805 / 687-4011 at least 48 hours prior to the meeting to enable staff to make reasonable arrangements.

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



A Meeting of the  
**BOARD OF DIRECTORS  
 OF THE  
 CENTRAL COAST WATER AUTHORITY**

will be held at 9:00 a.m., on Thursday, July 25, 2024  
 at 255 Industrial Way, Buellton, California 93427

Members of the public may participate by video call or telephone via  
 URL: <https://meetings.ringcentral.com/j/1478391454>  
 or by dialing (623)404-9000 and entering access Code/Meeting ID: 147-839-1454 #

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](mailto: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 website, accessible at <https://www.ccwa.com>.

**I. Call to Order and Roll Call**

**II. CLOSED SESSION**

- A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Initiation of litigation pursuant to Government Code section 54956.9(d) (4): 1 case
- B. 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)

**III. Return to Open Session**

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

**IV. 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.)**

**V. Consent Calendar**

- \* A. Minutes of the June 27, 2024 Regular Meeting
  - \* B. Bills
  - \* C. Controller’s Report
  - \* D. Operations Report
- Staff Recommendation: Approve the Consent Calendar*

*Continued*

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

- \* Indicates attachment of document to original agenda packet.
- ★ Documents will be posted at CCWA.com prior to the meeting.

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**VI. Executive Director's Report**

- ★ A. Proposed Temporary Warren Act Contract No. 24-WC-20-XXXX with United States Bureau of Reclamation  
*Staff Recommendation:* Informational item only.
- \* B. Resolution No. 24-05 Approving a Policy for Allocation of Lost Water to Maintain CCWA Pipeline Health  
*Staff Recommendation:* Approve and adopt Resolution No. 24-05 Approving a Policy for Allocation of Lost Water to Maintain CCWA Pipeline Health; and Approve application of the approved Policy for Allocation of Lost Water to Maintain CCWA Pipeline Health to the May, 2024 loss of water
- \* C. Resolution No. 24-06 Approving the Santa Ynez Pumping Plant Surge Tank Pedestal Replacement Project and Authorizing the Executive Director to issue the Notice of Award to RCH Construction to Construct the Same  
*Staff Recommendation:* Authorize the Executive Director to reject the two lowest bids for the Santa Ynez Pumping Plant Surge Tank Pedestal Replacement Project; and  
Adopt Resolution No. 24-06 approving the Santa Ynez Pumping Plant Surge Tank Pedestal Replacement Project and Authorizing the Executive Director to issue the Notice of Award to RCH Construction in the Amount of \$381,387.14 to Construct the Same
- \* D. Resolution No. 24-07 Approving the Emergency Chlorine Gas Scrubber System Acid Wash Project and Authorizing the Executive Director to Issue a Contract to Integrity Municipal Systems, LLC in an Amount Not-to-Exceed \$55,410 to Complete the Project  
*Staff Recommendation:* Adopt Resolution No. 24-07 Approving the Emergency Chlorine Gas Scrubber System Acid Wash Project; and  
Authorize the Executive Director to Issue a Contract with Integrity Municipal Systems, LLC in an Amount Not-to-Exceed \$55,410
- \* E. Calendar Year 2025 DWR Statement of Charges  
*Staff Recommendation:* Informational item only.
- \* F. FY 2023/24 Fourth Quarter Investment Report  
*Staff Recommendation:* For discussion.
- G. State Water Contractors Update  
*Staff Recommendation:* Informational item only.
- \* H. Legislative Report  
*Staff Recommendation:* Informational item only.

**VII. Reports from Board Members for Information Only**

**VIII. Items for Next Regular Meeting Agenda**

**IX. Date of Next Regular Meeting: August 22, 2024**

**X. Adjournment**