

CALLEGUAS MUNICIPAL WATER DISTRICT

2100 Olsen Road, Thousand Oaks, California 91360
www.calleguas.com

BOARD OF DIRECTORS MEETING

December 06, 2023, 5:00 p.m.

AGENDA

Written communications from the public must be received by 8:30 a.m. on the Thursday preceding a regular Board meeting in order to be included on the agenda and considered by the Board at that meeting. Government Code Section 54954.2 prohibits the Board from taking action on items not posted on the agenda except as provided in Subsection 54954.2(b).

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

BOARD OF DIRECTORS

Scott H. Quady, President
Andy Waters, Vice-President
Raul Avila, Secretary
Jacquelyn McMillan, Treasurer
Thibault Robert, Director

2. PUBLIC COMMENTS

This portion of the agenda may be utilized by any member of the public to address the Board of Directors on any matter within the jurisdiction of the Board that does not appear on the agenda. Depending on the subject matter, the Board of Directors may be unable to respond at this time, or until the specific topic is placed on the agenda at a future CMWD Board Meeting, in accordance with the Ralph M. Brown Act. Please limit remarks to three minutes.

To participate:

<https://us06web.zoom.us/j/86320297528?pwd=TEpmRGdsTk4xbG5FMkpuc0MwNTZxdz09>

Phone # +1 (720) 707-2699 *825427# (Denver)

Meeting ID: 863 2029 7528

Password: 825427

3. PRESENTATION

- A. Recognition of employee Tori Hren for receipt of the ACWA JPIA H.R. LaBounty Award honoring water industry employees who implement significant safety program improvements.

4. ITEMS TO BE ADDED TO THE AGENDA – GOVERNMENT CODE 54954.2(b)

Consideration of any items that require addition to the agenda due to the existence of an emergency situation, the need to take immediate action, and requests for remote participation due to emergency circumstances.

5. CONSENT CALENDAR

Consent Calendar items are to be approved or accepted by vote on one motion unless a Board member requests separate consideration. If any Board member requests that an item be removed from the Consent Calendar for further discussion, it will be moved to the first item on the Action Items portion of the Agenda.

- A. Approve the Minutes of the November 15, 2023 Regular Board Meeting
- B. Receive and affirm the Payment Register for the District's activities from October 24, 2023 to November 27, 2023
- C. Authorize the Deputy General Manager to sign Amendment 2 to the Grant Agreement Between the State of California (Department of Water Resources) and Calleguas Municipal Water District Agreement Number 4600015015, Urban Community Drought Relief & Proposition 1 Round 2 Integrated Regional Water Management (IRWM) Implementation Grants; Authorize the Deputy General Manager to sign Integrated Regional Water Management Implementation Subgrant Agreements Between Calleguas Municipal Water District and Garden Acres Mutual Water Company, City of San Buenaventura, University of California – Santa Barbara, United Water Conservation District, and Casitas Municipal Water District; Authorize the Deputy General Manager to sign Urban Community Drought Relief Subgrant Agreement Between Calleguas Municipal Water District and Nyeland Acres Mutual Water Company; and Approve an Amendment to the scope of work by Kennedy Jenks Consultants to perform grant administration services in the amount of \$304,510
- D. Approve Capital Project Budget Allocation in the amount of \$24,800,000; Adopt Resolution No. 2081 Approving the Plans and Specifications and Calling for Bids; and Approve Professional Services by Kennedy Jenks in the amount of \$2,542,000 to Perform Bid and Construction Support Services for Crew Building Improvements and Networking Center Relocation (Project No. 603)

6. ACTION ITEMS

Action Items call for separate discussion and action by the Board for each agenda item.

- A. Approve the proposed District Legislative Advocacy Procedures and Legislative Priorities Policy

7. REPORTS

Report items are placed on the agenda to provide information to the Board and the public and no Board action is sought.

A. GENERAL MANAGER AND STAFF REPORTS

- 1. Monthly Status Report
- 2. October 2023 Financial Report - Dan Smith, Manager of Finance
- 3. Update on the Water Resources Implementation Strategy (WRIST) – Kristine McCaffrey, Deputy General Manager, and Ian Prichard, Associate General Manager – Strategic Policy Implementation
- 4. SWP Water Supply Initial Allocation from DWR for the 2023/2024 Water Year- Jennifer Lancaster, Manager of Water Resources

B. GENERAL COUNSEL REPORT

- 1. General Counsel’s Report

C. BOARD OF DIRECTORS REPORTS

- 1. Board Member Reports on Ancillary Duties
Reports on ancillary duties are placed on the agenda to provide a forum for discussion concerning the activities of external entities to which Calleguas Board members are assigned in a representative capacity.
 - a. Report of ACWA Region 8 Director
 - b. Report of ACWA Joint Powers Insurance Authority Representative
 - c. Report of Association of Water Agencies of Ventura County Representative
 - d. Report of Fox Canyon Groundwater Management Agency Representative
 - e. Report of Metropolitan Water District Director
 - f. Report of Ventura LAFCo Commissioner

- g. Report of Ventura County Regional Energy Alliance Representative
 - h. Report of Ventura County Special Districts Association Representative
2. Directors' List of Administrative Code Reimbursable Meetings Other than Ancillary Duties
Reimbursable meetings reports are placed on the agenda to comply with statutory and Calleguas Administrative Code requirements for members of a legislative body who attend a meeting at the expense of the local agency to provide a report of the meeting.
 3. Discussion regarding upcoming meetings to be attended by Board members
 4. Request for Future Agenda Items

8. INFORMATION ITEMS

9. CLOSED SESSION

10. ADJOURNMENT to Board Meeting December 20, 2023 at 5:00 p.m.

Note: Calleguas Municipal Water District conducts in-person meetings in accordance with the Brown Act. The District has also established alternative methods of participation which permit members of the public to observe and address public meetings telephonically and/or electronically. These methods of participation can be accessed through the internet link provided at the top of this agenda.

In addition to the above referenced methods of participation, members of the public may also participate by submitting comments by email to info@calleguas.com by 5:00 p.m. on the calendar day prior to the public meeting. Email headers should refer to the Board meeting for which comments are offered. Comments received will be placed into the record and distributed appropriately.

Agendas, agenda packets, and additional materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available on the District website at www.calleguas.com

Pursuant to Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and applicable federal rules and regulations, requests for disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting, should be made to the Secretary to the Board in advance of the meeting to ensure the availability of the requested service or accommodation. Notices, agendas, and public documents related to the Board meetings can be made available in appropriate alternative format upon request.

CALLEGUAS MUNICIPAL WATER DISTRICT
BOARD OF DIRECTORS MEETING
November 15, 2023

MINUTES

The meeting of the Board of Directors of Calleguas Municipal Water District was held in-person at 2100 E. Olsen Road, Thousand Oaks CA 91360. The District also provided telephonic and electronic methods of participation for the public as noted on the meeting agenda.

The meeting was called to order by Scott Quady, President of the Board, at 5:00 p.m.

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Directors Present at District Headquarters:	Scott Quady, President Andy Waters, Vice-President Raul Avila, Secretary
Directors Present via Videoconference:	Jacquelyn McMillan, Treasurer Thibault Robert, Director
Staff Present at District Headquarters:	Anthony Goff, General Manager Fernando Baez, Manager of Engineering Grant Burton, Manager of Human Resources and Risk Management Jennifer Lancaster, Manager of Water Resources James Mojica, IT Specialist Ian Prichard, Associate General Manager – Strategic Policy Implementation Wes Richardson, Manager of Information Technology Dan Smith, Manager of Finance Kara Wade, Clerk of the Board
Staff Present via Videoconference:	Kayde Wade, Administrative Assistant
Legal Counsel Present at District Headquarters:	Walter Wendelstein, Wendelstein Law Group, PC, District Counsel

2. PUBLIC COMMENTS

None

3. PRESENTATION

- A. Introduction of new Calleguas employee Jay Lukiewski

The Manager of Engineering introduced and welcomed Jay Lukiewski, Senior Project Manager, to Calleguas.

4. ITEMS TO BE ADDED TO THE AGENDA– GOVERNMENT CODE 54954.2(b)

None

5. CONSENT CALENDAR

- A. Approve the Minutes of the November 01, 2023 Regular Board Meeting

On a motion by Director Avila, seconded by Director Waters, the Board of Directors voted 5-0 to approve the Consent Calendar.

AYES: Directors Robert, McMillan, Avila, Waters, Quady

NOES: None

6. ACTION ITEMS

- A. Discussion regarding changes to the organization chart and salary schedule

On a motion by Director Waters, seconded by Director McMillan, the Board of Directors voted 5-0 to approve the changes to the organization chart and salary schedule and that the Government Relations Supervisor/Public Information Officer salary be retroactive to October 16, 2023.

AYES: Directors Robert, McMillan, Avila, Waters, Quady

NOES: None

7. REPORTS

- A. GENERAL MANAGER AND STAFF REPORTS

- 1. General Manager's Report

The General Manager reported on meetings attended and matters of interest to the Board of Directors.

2. Strategic Plan Implementation Update – Ian Prichard, Associate General Manager

The Associate General Manager – Strategic Policy Implementation said that, since adoption of the 2023 Strategic Plan in August, staff have been developing implementation plans to make the Board’s vision a reality. The General Manager hosted two Strategic Plan-focused Management Team meetings, consisting of a daylong retreat in September and a half-day workshop in October. The September retreat focused on departmental visions, opportunities presented by the 2023 Strategic Plan, and anticipated challenges to its implementation. Managers discussed which Strategic Plan Objectives their departments will contribute to advancing and how their departments will need to adapt. During the October workshop, managers presented purpose statements for their departments and discussed short- and mid-term goals.

3. October 2023 Water Use and Sales, September 2023 Power Generation, and October 2023 Investment Summary Reports – Dan Smith, Manager of Finance

The Manager of Finance presented the reports and responded to questions from the Board.

4. Quarterly Capital Projects Report – Dan Smith, Manager of Finance

The Manager of Finance presented the report.

5. Consultants Report – Dan Smith, Manager of Finance

The Manager of Finance presented the report.

6. Imported Water Supply Conditions Report – Jennifer Lancaster, Manager of Water Resources

The Manager of Water Resources presented the report. She noted that this is the beginning of the 2023/2024 water year. The year is starting off well for water storage throughout the system.

B. GENERAL COUNSEL REPORT

1. General Counsel’s Report

No report

C. BOARD OF DIRECTORS REPORTS

1. Board Member Reports on Ancillary Duties

Reports on ancillary duties are placed on the agenda to provide a forum for discussion concerning the activities of external entities to which Calleguas Board members are assigned in a representative capacity.

a. Report of ACWA Region 8 Director

No report

b. Report of ACWA Joint Powers Insurance Authority Representative

No report

c. Report of Association of Water Agencies of Ventura County Representative

Director Avila said that he attended an AWA Board Meeting on November 3. The Executive Committee is evaluating the organization as a whole. He said that the Corporate Night/Holiday Mixer will be held in early December.

d. Report of Fox Canyon Groundwater Management Agency Representative

No report

e. Report of Metropolitan Water District Director

Director McMillan referenced her written report on the Metropolitan meetings she attended from October 3 to 16. Director McMillan's report is attached and made part of these minutes.

f. Report of Ventura LAFCo Commissioner

Director Avila said he attended the LAFCo meeting on November 15. Staff approved a letter of support for the United Water Conservation District's Santa Felicia Dam Improvements. He said that an annexation of parts of El Rio is under consideration to help improve water supply reliability in the area. He said that there was a Resolution to initiate proceedings for the dissolution of the Lake Sherwood Community Services District.

- g. Report of Ventura County Regional Energy Alliance Representative

Director Quady said that a meeting is scheduled for November 16.

- h. Report of Ventura County Special Districts Association Representative

No report

- 2. Directors' List of Administrative Code Reimbursable Meetings Other than Ancillary Duties *Reimbursable meetings reports are placed on the agenda to comply with statutory and Calleguas Administrative Code requirements for members of a legislative body who attend a meeting at the expense of the local agency to provide a report of the meeting.*

Board members provided reports on various meetings that they attended which are subject to the District reimbursement policy.

- 3. Discussion regarding upcoming meetings to be attended by Board members
- 4. Request for Future Agenda Items

8. INFORMATION ITEMS

A. WRITTEN COMMUNICATION

- 1. Support for the City of San Buenaventura’s Application for WaterSMART Drought Response Program - Drought Resiliency Projects Grant

9. CLOSED SESSION

- A. Pursuant to Government Code Section 54956.9(d)(1) Conference with Legal Counsel – Existing Litigation, In re: Aqueous Film-Forming Foams Products Liability Litigation, Master Docket No. 2:18-mn-02873-RMG (MDL No. 2873)

At 6:02 p.m., Director Quady adjourned to Closed Session to discuss Item 9-A as stated on the agenda. Closed Session began at 6:10 p.m.

CLOSED SESSION CONTINUING

At 6:30 p.m., Director Quady reconvened to Open Session.

Regarding 9-A, District Counsel stated that the Board voted 5-0 to opt out of the settlement agreements and authorized staff and District Counsel to submit opt out notices.

10. ADJOURNMENT

Director Quady declared the meeting adjourned at 6:31 p.m.

Respectfully submitted,

Raul Avila, Board Secretary

SCOTT H. QUADY, PRESIDENT
DIVISION 2

ANDY WATERS, VICE PRESIDENT
DIVISION 3

RAUL AVILA, SECRETARY
DIVISION 1

JACQUELYN MCMILLAN, TREASURER
DIVISION 5

THIBAUT ROBERT, DIRECTOR
DIVISION 4

ANTHONY GOFF
GENERAL MANAGER



BOARD MEMORANDUM

Date: December 6, 2023
To: Board of Directors
From: Dan Smith, Manager of Finance
Subject: Payment Register: 10/24/23 – 11/27/23

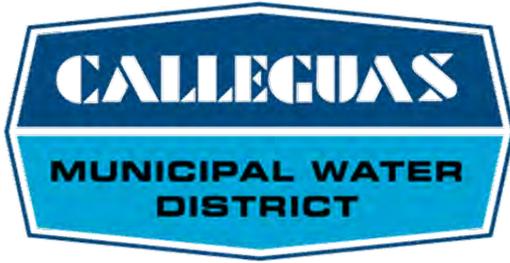
Objective: Report to the Board all payments made by the District by check, EFT (Electronic Fund Transfer) or ACH (Automated Clearing House) payment.

Recommended Action: Receive and file the report.

Budget Impact: None. All items were paid in accordance with the budget

Discussion: Once a month, staff reports to the Board all of the payments made to vendors of the District by check or EFT. The current register covers the period from October 24, 2023 through November 27, 2023.

Attachment:
Payment Register: 10/24/23 – 11/27/23



Payment Register 10/24/23 - 11/27/23

Payroll Accounts

Payroll Checks/EFT Issued	806,251.73
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Operating Account

Checks Issued:	2,233,425.88
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Electronic Fund Transfers (EFT) issued:	11,853,043.80
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	Total Payments	\$ 14,086,469.68
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Total Checks & Electronic Fund Transfers for 10/24/23 - 11/27/23	\$ 14,892,721.41
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Payment Register

Payment Date 10/24/23 - 11/27/23

Vendor	Ck#	Pmt Date	Invoice #	Invoice Description	Invoice Amt	Proj #	Project Description		
A & M Lawnmower Shop	24147	11/08/2023	53592	Blower Replacement	459.14				
			53617	Equipment Repair	231.83				
			53658	Equipment Supplies	9.19				
			Check# 24147 Total			700.16			
Access Control Security, Inc.	24148	11/08/2023	55390	Security Services - Oct 2023	7,705.36				
			Check# 24148 Total			7,705.36			
ACWA/Joint Powers Insurance	24126	11/02/2023	700699	2023-11 Dental/Vision	10,497.26				
			Check# 24126 Total			10,497.26			
Aegeus Inspection Solutions, Inc.	24078	10/26/2023	US6-186772	LBWFP StandBy Diesel Tank # 2 Inspection	7,972.50				
			Check# 24078 Total			7,972.50			
Aflac	24127	11/02/2023	559254	2023-11 EE Paid Ins	258.49				
			Check# 24127 Total			258.49			
Airgas USA, LLC	24149	11/08/2023	9143148990	Flux	112.43				
			Check# 24149 Total			112.43			
All Connected	24079	10/26/2023	107482	Auxillary Support - Jul 2023	1,618.75				
			43600	SCADA 1 Year Nimble Renewal 23/24	3,034.25				
			43601	Cisco UCS Servers SmartNet Renewal 23/24	6,585.00				
			43617	ArcGIS Server Replacement	1,715.00				
			43618	ArcGIS Server Replacement	11,013.00				
			43621	4 Microsoft 365 Annual Licenses	1,728.00				
			Check# 24079 Total			25,694.00			
			24191	11/15/2023	107604	Support Connect Services - Nov 2023	13,782.44		
					107605	Disaster Recovery Services - Nov 2023	6,236.10		
					107641	Auxillary Support - Aug/Sep 2023	2,638.75		
43630	Admin Server Memory Upgrade	1,305.31							
Check# 24191 Total			23,962.60						

Payment Register

Payment Date 10/24/23 - 11/27/23

Vendor	Ck#	Pmt Date	Invoice #	Invoice Description	Invoice Amt	Proj #	Project Description		
Amazon Capital Services, Inc.	24192	11/15/2023	13DT-6GJX-4FGW	PPE	274.05				
			1473-9YJF-HQLC	PC Peripherals	945.03				
			14TW-XM73-6MML	Control Supplies	64.48				
			14WX-R1TL-9WL4	Office Chair - Risk Mgmt	1,564.52				
			16DY-HKDN-4R4Q	Unit 8 Supplies	48.47				
			17HX-CV4F-9RHC	O&M Supplies	57.20				
			196V-J3G9-6X6G	Control Sys. Supplies	49.25				
			1JNL-6JFL-79WJ	O&M Supplies - Credit	(64.34)				
			1JTY-MLWD-3WQQ	PPE - Credit	(499.00)				
			1JYJ-VKLG-7G6F	Lab Supplies	323.02				
			1KF7-6434-7YG6	PC Hardware	85.77				
			1VPP-7NH3-66MQ	Unit 64 Supplies	171.55				
			1W7C-NC4N-9VQK	Unit 64 Supplies	420.19				
			1XWM-GN93-4MXC	Control Sys. Tools	905.83				
Check# 24192 Total					4,346.02				
Aquatic Bioassay	24150	11/08/2023	CMW0923.0685B	Lab Services	3,400.00				
			CMW1023.0759	Lab Services	900.00				
Check# 24150 Total					4,300.00				
Arena Painting Contractors, Inc.	24151	11/08/2023	34549	LBWFP Standby Tank #2 Exterior Coatings	18,759.00				
Check# 24151 Total					18,759.00				
Association of California Water Agencies	24080	10/26/2023	2024 Dues	Membership Dues - 2024	26,275.00				
			Check# 24080 Total					26,275.00	
Association of Water Agencies-VC	24128	11/02/2023	Tour Sponsor	AWA Bus Tour	1,000.00				
			Check# 24128 Total					1,000.00	
			24193	11/15/2023	06-15199	WaterWise Breakfast - 10/19/23	210.00		
			06-15232	CCWUC Training - 10/25/23	180.00				
			Sponsor 2023	2023 Holiday Sponsorship	1,000.00				
Check# 24193 Total					1,390.00				
AT&T	24152	11/08/2023	1931143802	Signal Channels	155.20				
			Check# 24152 Total					155.20	
	24153	11/08/2023	284857073-1023	Signal Channels	159.79				
Check# 24153 Total					159.79				
B & R Supply, Inc.	24081	10/26/2023	1900992400	Padlocks	473.70				
Check# 24081 Total					473.70				

Payment Register

Payment Date 10/24/23 - 11/27/23

Vendor	Ck#	Pmt Date	Invoice #	Invoice Description	Invoice Amt	Proj #	Project Description
B & R Supply, Inc. (continued)	24154	11/08/2023	1900993392	Locks	284.29		
					Check# 24154 Total	284.29	
Blois Construction, Inc.	24194	11/15/2023	Release 601	Retention Release 601	38,390.00		
					Check# 24194 Total	38,390.00	
Brucar Locksmith	24082	10/26/2023	TYG7XT	Lock Service	185.00		
					Check# 24082 Total	185.00	
Burlington Safety Laboratory	24195	11/15/2023	90486	Hot Stick Testing	492.00		
					Check# 24195 Total	492.00	
California State Disbursement Unit	24129	11/02/2023	1516801-1023B	#200000001516801- 10/31/23	180.00		
					Check# 24129 Total	180.00	
	24196	11/15/2023	1516801-1123A	#200000001516801-11/15/23	180.00		
					Check# 24196 Total		180.00
California Water Environment Assoc (CWEA)	24083	10/26/2023	416895-2024	CWEA Membership - Jose Tamayo	221.00		
			805826	Leadership Class - Augusta	50.00		
			805827	Leadership Class - Augusta	50.00		
	Check# 24083 Total	321.00					
24130	11/02/2023	336810-2024	CWEA Membership - Maday	221.00			
		435439-2024	CWEA Membership - M. Rostrata	221.00			
Check# 24130 Total	442.00						
Calolympic Safety	24131	11/02/2023	404925	Instrument Repair	863.90		
			405051	PPE	248.53		
			405052	PPE	545.62		
	Check# 24131 Total	1,658.05					
24155	11/08/2023	405038	Calibration Gas	1,483.28			
		405115	Gas Monitors Supplies	324.32			
		405117	Gas Monitors Supplies	1,121.30			
Check# 24155 Total	2,928.90						
Chandler Asset Management, Inc.	24084	10/26/2023	2309CMWD	Investment Mgmt Fees - Sep 2023	8,636.17		
					Check# 24084 Total	8,636.17	
	24197	11/15/2023	2310CMWD	Investment Mgmt Fees - Oct 2023	8,641.96		
					Check# 24197 Total		8,641.96

Payment Register

Payment Date 10/24/23 - 11/27/23

Vendor	Ck#	Pmt Date	Invoice #	Invoice Description	Invoice Amt	Proj #	Project Description
City of Camarillo	24085	10/26/2023	37951-54676-1023	Utilities	59.23		
					Check# 24085 Total	59.23	
City of Camarillo	24198	11/15/2023	37951-54676-1123	Utilities	59.23		
					Check# 24198 Total	59.23	
City of Moorpark	24199	11/15/2023	MP10020-2023-24	2023-24 Moorpark Parks Assessment	70.76		
					Check# 24199 Total	70.76	
City of Simi Valley	24086	10/26/2023	15123	Recycled Water - Sep 2023	5,974.96		
					Check# 24086 Total	5,974.96	
	24200	11/15/2023	15260	Recycled Water - Oct 2023	10,320.65		
				Check# 24200 Total	10,320.65		
City of Thousand Oaks	24201	11/15/2023	48326-46726-1123	Utilities	889.84		
					Check# 24201 Total	889.84	
	24202	11/15/2023	48326-50840-1123	Utilities	95.34		
				Check# 24202 Total	95.34		
Coastal Pipco	24087	10/26/2023	S2234345.001	Piping Supplies	345.33		
					S2235417.001	Piping Supplies	320.23
					S2235451.001	Piping Supplies	72.25
					Check# 24087 Total	737.81	
	24156	11/08/2023	S2236029.001	Piping Supplies	180.74		
				S2236957.001	Piping Supplies	95.75	
				Check# 24156 Total	276.49		
Colonial Life & Accident Ins	24132	11/02/2023	7189616-1013436	2023-11 EE Paid Ins	1,056.84		
					Check# 24132 Total	1,056.84	
ConnectWise, LLC	24203	11/15/2023	INV00977308	Perch - IT Security Service - Extra Seat	14.70		
					INV00987414	Perch - IT Security Service - Nov 2023	1,381.80
					Check# 24203 Total	1,396.50	
Consolidated Electrical Distributors/Royal Ind Sol	24088	10/26/2023	9009-1040293	Electrical Supplies	146.11		
					Check# 24088 Total	146.11	
	24157	11/08/2023	9009-1041033	Electrical Supplies	2,178.00		
				Check# 24157 Total	2,178.00		

Payment Register

Payment Date 10/24/23 - 11/27/23

Vendor	Ck#	Pmt Date	Invoice #	Invoice Description	Invoice Amt	Proj #	Project Description
Consolidated Electrical Distributors/Royal Ind Sol (continued)							
	24204	11/15/2023	9009-1041193	Treatment Plant Electrical Parts	15,390.38		
				Check# 24204 Total	15,390.38		
Contractor Compliance & Monitoring							
	24158	11/08/2023	19418	Labor Compliance Services	1,800.00	450	LVMWD-CMWD Interconnection
			19419	Labor Compliance Services	900.00	590	TOD Pump Station Rehabilitation
				Check# 24158 Total	2,700.00		
County of Ventura							
	24089	10/26/2023	NOE Fee for 614	NOE CEQA Filing Fee for Metrolink Score	50.00	614	CCSB Liner at Metrolink Sta Crossing
				Check# 24089 Total	50.00		
Daniel's Tire Service							
	24090	10/26/2023	250129844	Tires Unit 28	718.10		
				Check# 24090 Total	718.10		
David Gonzales Backflow & Plumbing Svs., Inc.							
	24159	11/08/2023	23-1269	Backflow Repairs & Re-Test 2023	2,306.25		
				Check# 24159 Total	2,306.25		
DCH Ford of Thousand Oaks							
	24091	10/26/2023	881024	Service Unit 22	3,097.31		
			895307	Service Unit 15	873.21		
				Check# 24091 Total	3,970.52		
	24160	11/08/2023	895803	Service Unit 32	397.96		
			896235	Service Unit 5	364.27		
				Check# 24160 Total	762.23		
Dragon Media Co.							
	24161	11/08/2023	1248	Monthly Digital Marketing Retainer	1,250.00		
				Check# 24161 Total	1,250.00		
ECS Imaging Inc.							
	24092	10/26/2023	18247	Laserfiche Forms Pro	3,000.00		
				Check# 24092 Total	3,000.00		
Environmental Construction, Inc.							
	24247	11/15/2023	590-30	Construction Retention	200,167.66	590	TOD Pump Station Rehabilitation
					(10,008.38)		
				Check# 24247 Total	190,159.28		
Environmental Resource Associates - ERA							
	24162	11/08/2023	57776	2023 Oct/Dec PT and CRM	645.48		
				Check# 24162 Total	645.48		

Payment Register

Payment Date 10/24/23 - 11/27/23

Vendor	Ck#	Pmt Date	Invoice #	Invoice Description	Invoice Amt	Proj #	Project Description
Eurofins Eaton Analytical, Inc.	24093	10/26/2023	3800034453	Lab Services	175.00		
				Check# 24093 Total	175.00		
Falcon Fuels	24163	11/08/2023	64401	Fuel	5,670.09		
				Check# 24163 Total	5,670.09		
Famcon Pipe and Supply	24164	11/08/2023	S100106471.003	Valves for System Maintenance	3,152.01		
			S100113818.001	10" Wilkins Cross Connection	16,141.13		
				Check# 24164 Total	19,293.14		
Federal Express	24165	11/08/2023	8-292-13986	Express Shipping	154.15		
			8-299-50210	Express Shipping	155.61		
			8-306-37664	Express Shipping	222.41		
				Check# 24165 Total	532.17		
Fence Factory Rentals	24094	10/26/2023	647235	Restroom Rental	145.00		
				Check# 24094 Total	145.00		

Payment Register

Payment Date 10/24/23 - 11/27/23

Vendor	Ck#	Pmt Date	Invoice #	Invoice Description	Invoice Amt	Proj #	Project Description			
Fgl Environmental	24133	11/02/2023	313136A	Lab Services	2,417.00					
			313560A	Lab Services	1,596.75					
			315152A	Lab Services	1,083.00					
			315166A	Lab Services	38.00					
			315419A	Lab Services	460.00					
			315789A	Lab Services	233.00					
			315832A	Lab Services	77.00					
			315921A	Lab Services	209.00					
			315924A	Lab Services	78.00					
			315926A	Lab Services	78.00					
			315927A	Lab Services	78.00					
			315928A	Lab Services	39.00					
			315929A	Lab Services	39.00					
			315930A	Lab Services	39.00					
			315932A	Lab Services	39.00					
			315933A	Lab Services	39.00					
			316087A	Lab Services	39.00					
			316088A	Lab Services	78.00					
			316089A	Lab Services	39.00					
			316090A	Lab Services	88.00					
			316289A	Lab Services	283.00					
			316290A	Lab Services	77.00					
			316398A	Lab Services	77.00					
			316533A	Lab Services	119.00					
			316535A	Lab Services	257.00					
			317029A	Lab Services	283.00					
			317053A	Lab Services	77.00					
			317638A	Lab Services	243.00					
			Check# 24133 Total					8,202.75		
				24166	11/08/2023	317028A	Lab Services	2,528.00		
						317515A	Lab Services	77.00		
						Check# 24166 Total				
				24205	11/15/2023	315411A	Lab Services	7,720.00		
315417A	Lab Services	1,622.75								
316086A	Lab Services	2,937.00								
316599A	Lab Services	1,153.00								
317469A	Lab Services	233.00								
317985A	Lab Services	283.00								
Check# 24205 Total					13,948.75					

Payment Register

Payment Date 10/24/23 - 11/27/23

Vendor	Ck#	Pmt Date	Invoice #	Invoice Description	Invoice Amt	Proj #	Project Description
Fisher Scientific	24095	10/26/2023	6896859	Lab Supplies	92.38		
			7117463	Lab Supplies	77.13		
					Check# 24095 Total	169.51	
	24167	11/08/2023	7483604	Lab Supplies	52.65		
	24206	11/15/2023	7592429	Lab Supplies	87.68		
7631252				Lab Supplies	92.38		
7631253				Lab Supplies	131.11		
				Check# 24206 Total	311.17		
FLW, Inc.	24207	11/15/2023	1320397	Pressure Switch and Diaphragm Seals	3,311.13		
Franchise Tax Board	24134	11/02/2023	886463872-1023B	#886463872-10/31/23	25.00		
	24208	11/15/2023	886463872-1123A	#886463872-11/15/23	25.00		
				Check# 24208 Total	25.00		
Frontier	24096	10/26/2023	2091781628-1023	Signal Channels	70.88		
			2131743676-1023	Signal Channels	70.88		
					Check# 24096 Total	141.76	
	24209	11/15/2023	2091883352-1123	Signal Channels	2,178.92		
				Check# 24209 Total	2,178.92		
Geotab USA, Inc.	24168	11/08/2023	IN361085	Vehicle GPS Service	1,125.75		
GI Industries	24097	10/26/2023	4556175-0283-2	Waste Removal & Green	1,019.72		
	24169	11/08/2023	4556209-0283-9	Waste Removal & Recycle	159.32		
4556236-0283-2				Waste Removal & Green	1,310.14		
				Check# 24169 Total	1,469.46		
Glendale Adventist	24170	11/08/2023	74462	Annual Respiratory Exams	6,680.00		
Gold Coast Transit District	24135	11/02/2023	6600	6 month Bus AD Landscape is Change	1,636.25		

Payment Register

Payment Date 10/24/23 - 11/27/23

Vendor	Ck#	Pmt Date	Invoice #	Invoice Description	Invoice Amt	Proj #	Project Description
Grainger	24098	10/26/2023	9867132426	Cable	120.37		
			9867132459	WF Supplies	456.65		
			9871285194	Dist. Supplies	189.97		
			9873760236	Sys. Maint. Suppiles	926.89		
			9874211809	Dist. Supplies	2,286.17		
			9874650543	Dist. Supplies	189.97		
			9874650550	WF Storage Building	525.10		
			9874741425	Dist. Supplies	2,286.17		
			9874741441	Cell Phone Cases	184.68		
				Check# 24098 Total	7,165.97		
	24136	11/02/2023	9867132434	O&M Supplies	444.02		
			9874650535	O&M Supplies	79.94		
			9874741417	PPE	37.42		
			9878354795	PPE	1,027.75		
			9878642298	Fairview PS Supplies	2,108.30		
			9882415806	Unit 17 Supplies	172.96		
				Check# 24136 Total	3,870.39		
	24210	11/15/2023	9881597380	Dist. Supplies - Credit	(2,302.18)		
			9882961197	Hydro Impact Guns	20.85		
			9883202948	O&M Stock	19.97		
			9888242923	Dist. Supplies	41.44		
			9889088184	Plumbing Supplies	456.72		
			9889088192	Dist. Supplies	146.51		
			9889707395	Fall Protection	1,363.36		
			9889773009	O&M Stock	181.42		
			9890459325	PPE	403.76		
			9890979793	O&M Stock	306.01		
			9891047277	New Employee PPE	120.17		
			9893906876	PPE	1,345.56		
			9893979006	PPE	2,510.20		
			9896197762	New Employee PPE	82.40		
	9897936010	Sys. Maint. Supplies	319.34				
			Check# 24210 Total	5,015.53			
Gucciardo Design	24171	11/08/2023	INV-000593	Interconnection Flyers	303.89		
				Check# 24171 Total	303.89		
Hamner Jewell & Associates	24137	11/02/2023	202991	ROW Services	495.00	607	Somis Housing SMP Discharge Station
				Check# 24137 Total	495.00		

Payment Register

Payment Date 10/24/23 - 11/27/23

Vendor	Ck#	Pmt Date	Invoice #	Invoice Description	Invoice Amt	Proj #	Project Description
Hansen's Plumbing & Mechanical	24099	10/26/2023	27952	Plumbing Service	2,224.05		
					Check# 24099 Total	2,224.05	
	24211	11/15/2023	28035	Plumbing Services	1,326.34		
			28036	Plumbing Services	850.00		
		28045	Plumbing Services	611.60			
				Check# 24211 Total	2,787.94		
Home Depot Credit Services	24100	10/26/2023	8086-0923	Credit Card Charges - O&M	1,672.44		
					Check# 24100 Total	1,672.44	
	24212	11/15/2023	8086-1023	Credit Card Charges - O&M	2,869.66		
				Check# 24212 Total	2,869.66		
Idexx Distribution, Inc.	24101	10/26/2023	3139038868	Lab Supplies	317.15		
					Check# 24101 Total	317.15	
JPW Communications LLC	24213	11/15/2023	3144	Landscape is Change Water Awareness Campaign	5,668.75		
					Check# 24213 Total	5,668.75	
Kiewit Infrastructure West Co.	24214	11/15/2023	450-25	Construction Retention	1,285,820.28	450	LVMWD-CMWD Interconnection
					(64,291.01)		
					Check# 24214 Total	1,221,529.27	
Larry Walker Associates	24215	11/15/2023	244.75-2	SMP Permit Renewal	5,263.75		
					Check# 24215 Total	5,263.75	
Lenovo, Inc.	24216	11/15/2023	6465905420	SCADA Computer Replacements	2,001.98		
					Check# 24216 Total	2,001.98	
Leslie's Pool Supplies, Inc.	24138	11/02/2023	616-01-066200	Dry Acid	195.01		
					Check# 24138 Total	195.01	
Los Angeles County Tax Collector	24217	11/15/2023	2723010270-2023	LA County Property Taxes - 2023-24	359.59		
					Check# 24217 Total	359.59	
Mac Valley Oil Company	24102	10/26/2023	23-297044	Oil	1,681.23		
					Check# 24102 Total	1,681.23	
Martronic Engineering, Inc.	24103	10/26/2023	59267	Paint	130.85		
					Check# 24103 Total	130.85	

Payment Register

Payment Date 10/24/23 - 11/27/23

Vendor	Ck#	Pmt Date	Invoice #	Invoice Description	Invoice Amt	Proj #	Project Description
Martronic Engineering, Inc.							
(continued)	24139	11/02/2023	59282	Paint	130.85		
				Check# 24139 Total	130.85		
Mc Master-Carr Supply Company							
	24104	10/26/2023	16107145	LBWFP Supplies	112.05		
				Check# 24104 Total	112.05		
	24140	11/02/2023	16253516	LBWFP Supplies - Credit	(27.31)		
			16273359	LBWFP Supplies	27.32		
			16433240	Unit 17 Supplies	152.39		
				Check# 24140 Total	152.40		
	24172	11/08/2023	16569929	Dist. Supplies	23.74		
			16784886	Unit 17 Supplies	35.47		
				Check# 24172 Total	59.21		
	24218	11/15/2023	17256496	Dist. Supplies	458.26		
				Check# 24218 Total	458.26		
Michael K. Nunley & Associates, Inc.							
	24105	10/26/2023	1039354	Engineering Consulting	3,772.37	607	Somis Housing SMP Discharge Station
				Check# 24105 Total	3,772.37		
Motion Industries							
	24219	11/15/2023	CA46-00880962	ASCO Solenoids	(736.12)		
			CA46-00880963	ASCO Solenoids	(1,717.61)		
			CA46-00880964	ASCO Solenoids	(1,743.56)		
			CA46-00892251	ASCO Solenoids	447.78		
			CA46-00901370	ASCO Solenoids	1,086.76		
			CA46-00901453	ASCO Solenoids	3,701.23		
			CA46-00901727	ASCO Solenoids	1,366.79		
				Check# 24219 Total	2,405.27		
Napa Auto Parts							
	24106	10/26/2023	842592	O&M Supplies	93.26		
			843361	O&M Stock	132.05		
			843936	Unit 17 Supplies	47.69		
			844241	Battery Unit 52	199.65		
				Check# 24106 Total	472.65		
	24173	11/08/2023	844653	Unit 51 Supplies	132.97		
			845789	O&M Stock	94.89		
				Check# 24173 Total	227.86		

Payment Register

Payment Date 10/24/23 - 11/27/23

Vendor	Ck#	Pmt Date	Invoice #	Invoice Description	Invoice Amt	Proj #	Project Description
Neogov	24220	11/15/2023	INV-24322	Neogov Subscription 2023-2024	29,108.00		
				Check# 24220 Total	29,108.00		
Newark	24174	11/08/2023	36655829	Electrical Supplies	1,848.00		
				Check# 24174 Total	1,848.00		
Nieto and Sons Trucking, Inc.	24175	11/08/2023	96001	LBWFP Standby Tank #2 Cleaning	4,525.00		
				Check# 24175 Total	4,525.00		
Northern Safety Co., Inc.	24141	11/02/2023	905794267	PPE	798.34		
				Check# 24141 Total	798.34		
	24176	11/08/2023	905828206	PPE	177.28		
				Check# 24176 Total	177.28		
	24221	11/15/2023	905834555	PPE	58.63		
				Check# 24221 Total	58.63		
NV5, Inc.	24222	11/15/2023	357119	Construction Materials Testing	23,630.00	450	LVMWD-CMWD Interconnection
			357181	Construction Materials Testing	315.00		Calleguas D210 Project
			357191	Construction Materials Testing	21,560.00	590	TOD Pump Station Rehabilitation
				Check# 24222 Total	45,505.00		
Office Depot	24223	11/15/2023	28527151	Office Supplies	200.93		
				Check# 24223 Total	200.93		
	24248	11/16/2023	28154386	Office Supplies	639.76		
				Check# 24248 Total	639.76		
Orkin Pest Control	24177	11/08/2023	252076648	Pest Control	243.99		
				Check# 24177 Total	243.99		
P W Gillibrand	24142	11/02/2023	228726	Sand	483.81		
				Check# 24142 Total	483.81		
Pacific Premier Bank	24224	11/15/2023	Escrow 590-1023	Retention for Environmental Const.	10,008.38		
				Check# 24224 Total	10,008.38		
Petty Cash	24225	11/15/2023	PC 10/31/23	Petty Cash - 10/31/23	84.50		
				Check# 24225 Total	84.50		

Payment Register

Payment Date 10/24/23 - 11/27/23

Vendor	Ck#	Pmt Date	Invoice #	Invoice Description	Invoice Amt	Proj #	Project Description
Phoenix Civil Engineering	24226	11/15/2023	22684	Engineering Consulting	3,970.00	614	CCSB Liner at Metrolink Sta Crossing
			22685	Engineering Consulting	24,186.00	450	LVMWD-CMWD Interconnection
	Check# 24226 Total					28,156.00	
Physis Environmental Laboratories, Inc.	24107	10/26/2023	1502001-096	Lab Services	2,310.00		
					Check# 24107 Total		
Power Machinery Center	24178	11/08/2023	W77945	Equipment Maintenance	507.74		
					Check# 24178 Total		
Price, Postel & Parma, LLP	24108	10/26/2023	207911	Legal Services	1,053.00	614	CCSB Liner at Metrolink Sta Crossing
					Check# 24108 Total		
Quinn Company	24179	11/08/2023	26290901	Generator Rental	1,785.24		
					Check# 24179 Total		
Radwell International Inc.	24109	10/26/2023	33971510	Switch Assembly	712.34		
			33974054	Switch Assembly	450.45		
	Check# 24109 Total					1,162.79	
Rincon Consultants, Inc.	24110	10/26/2023	51647	Environmental Consulting	1,440.50	536	SMP Phase 3
				Environmental Consulting	1,440.50	561	SMP Phase 4
	Check# 24110 Total					2,881.00	
	24180	11/08/2023	51671	Environmental Consulting	8,048.85	450	LVMWD-CMWD Interconnection
				51681	Environmental Consulting	11,431.95	450
	Check# 24180 Total					19,480.80	
24227	11/15/2023	52057	Environmental Consulting	1,467.75	450	LVMWD-CMWD Interconnection	
			52141	Environmental Consulting	2,888.37	536	SMP Phase 3
			Environmental Consulting	2,888.38	561	SMP Phase 4	
Check# 24227 Total					7,244.50		
Safelite Fulfillment Inc	24111	10/26/2023	06066-239408	Windshield Repair Unit 52	402.17		
					Check# 24111 Total		
Safety Unlimited, Inc.	24228	11/15/2023	CMWD103123	Confined Space Training	790.00		
					Check# 24228 Total		
SAS Business Services	24181	11/08/2023	47283	Nameplates & Installation	108.28		
					Check# 24181 Total		

Payment Register

Payment Date 10/24/23 - 11/27/23

Vendor	Ck#	Pmt Date	Invoice #	Invoice Description	Invoice Amt	Proj #	Project Description
Secorp Industries	24182	11/08/2023	10084474	Monthly SCBA Inspection - Oct 2023	500.00		
				Check# 24182 Total	500.00		
Simi Lube & Oil	24112	10/26/2023	231016023	Oil Change Unit 7	67.32		
				Check# 24112 Total	67.32		
	24183	11/08/2023	231023008	Oil Change Unit 28	70.96		
			231101022	Oil Change Unit 16	70.96		
				Check# 24183 Total	141.92		
	24229	11/15/2023	231102012	Oil Change Unit 1	63.13		
				Check# 24229 Total	63.13		
Simi Valley Chevrolet	24184	11/08/2023	16098665	Service Unit 35	79.95		
				Check# 24184 Total	79.95		
Simi Valley Wholesale Electric	24230	11/15/2023	132491	Electrical Supplies	64.35		
			132493	Electrical Supplies	83.07		
			132579	Electrical Supplies	34.15		
			132580	Electrical Supplies	246.05		
				Check# 24230 Total	427.62		
Smog Test Only Center	24231	11/15/2023	151151	Smog Test Unit 46	50.00		
			151170	Smog Test Unit 43	50.00		
			151188	Smog Test Unit 19	50.00		
			151199	Smog Test Unit 23	50.00		
				Check# 24231 Total	200.00		
Southern California Edison	24113	10/26/2023	7003153544211023	Utilities	67.31		
			7003154081731023	Utilities	73.76		
				Check# 24113 Total	141.07		
	24232	11/15/2023	6000015092671023	Utilities	12,430.94		
			7003460257201123	Pumping Power Costs	67,453.04		
			7007879066911123	Pumping Power Costs	67,045.38		
				Check# 24232 Total	146,929.36		
Southland Pipe Corp.	24185	11/08/2023	106339	Pipe	1,871.73		
				Check# 24185 Total	1,871.73		
Standard Insurance Company	24143	11/02/2023	0017126900011123	2023-11 EE Paid Ins	7,859.23		
				Check# 24143 Total	7,859.23		

Payment Register

Payment Date 10/24/23 - 11/27/23

Vendor	Ck#	Pmt Date	Invoice #	Invoice Description	Invoice Amt	Proj #	Project Description
State Chemical Solutions	24186	11/08/2023	903112460	O&M Stock	278.96		
				Check# 24186 Total	278.96		
Stevens Trucking, LLC	24114	10/26/2023	2150	Equipment Transport	1,518.00		
				Check# 24114 Total	1,518.00		
Sustainable Mitigation	24144	11/02/2023	1203	Weed Abatement Service	6,262.56		
				Check# 24144 Total	6,262.56		
The Acorn Newspapers	24187	11/08/2023	2023ci-6322	6 months Ad Landscape is Change	8,335.20		
				Check# 24187 Total	8,335.20		
The Gas Company	24115	10/26/2023	03581318007-1023	Utilities	56.91		
				Check# 24115 Total	56.91		
The Johnson Group, Ltd.	24233	11/15/2023	10-2023	Risk Mgmt Services	2,640.00		
				Check# 24233 Total	2,640.00		
Thermo Orion	24234	11/15/2023	9400529032	Calibration pH Monitor	460.00		
				Check# 24234 Total	460.00		
Tony's Tires	24116	10/26/2023	46368	Tire Repair Unit 7	25.00		
				Check# 24116 Total	25.00		
	24188	11/08/2023	46390	Tires Unit 35	440.02		
			46399	Tires Unit 13	560.01		
				Check# 24188 Total	1,000.03		
Transcat, Inc	24117	10/26/2023	2108937	Fluke Calibration	3,044.68		
			2110146	Fluke Calibration	400.17		
				Check# 24117 Total	3,444.85		
TreePeople Land Trust	24118	10/26/2023	20231018	Native Garden Kit Program	212.22		
				Check# 24118 Total	212.22		
Trinity Safety Company	24119	10/26/2023	212160	Tank #2 Confined Space Rescue Support	4,455.00		
				Check# 24119 Total	4,455.00		
Triunfo Water and Sanitation District	24235	11/15/2023	INV0000621	Inspection Fee Reimbursement - CMWD/LVMWD	5,950.00	450	LVMWD-CMWD Interconnection
				Check# 24235 Total	5,950.00		

Payment Register

Payment Date 10/24/23 - 11/27/23

Vendor	Ck#	Pmt Date	Invoice #	Invoice Description	Invoice Amt	Proj #	Project Description
Underground Service Alert	24189	11/08/2023	1020230151	DigAlert Services	312.75		
			23-241324	Digalert Fees	88.22		
					Check# 24189 Total	400.97	
Ventura County Sheriff's Office	24145	11/02/2023	4811265-1023B	#56-2016-004811265-10/31/23	50.00		
					Check# 24145 Total	50.00	
	24236	11/15/2023	4811265-1123A	#56-2016-004811265-11/15/23	50.00		
				Check# 24236 Total	50.00		
Verizon Wireless	24120	10/26/2023	9946766957	Signal Channels	4,479.44		
					Check# 24120 Total	4,479.44	
WageWorks	24190	11/08/2023	INV5782247	2023-10 Admin Fees	210.00		
					Check# 24190 Total	210.00	
Water Systems Consulting, Inc.	24121	10/26/2023	8474	Water Resources Implementation Strategy WRIST	41,538.75		
					Check# 24121 Total	41,538.75	
Wells Fargo Bank, N.A.	24122	10/26/2023	43817	2008A Remarketing Fee	9,462.50		
					Check# 24122 Total	9,462.50	
Wells Fargo Business Card	24237	11/15/2023	0981-1023	Credit Card Charges - GM	548.15		
					Check# 24237 Total	548.15	
	24238	11/15/2023	1757-1023	Credit Card Charges - Admin. Svs	1,287.54		
					Check# 24238 Total	1,287.54	
	24239	11/15/2023	2375-1023	Credit Card Charges - Deputy GM	3,432.24		
					Check# 24239 Total	3,432.24	
	24240	11/15/2023	2558-1023	Credit Card Charges - O&M	2,962.04		
					Check# 24240 Total	2,962.04	
	24241	11/15/2023	2649-1023	Credit Card Charges - Resources	2,292.52		
Check# 24241 Total					2,292.52		
24242	11/15/2023	2854-1023	Credit Card Charges - Exec. Secretary	5,481.88			
				Check# 24242 Total	5,481.88		
24243	11/15/2023	5531-1023	Credit Card Charges - IT	490.72			
				Check# 24243 Total	490.72		

Payment Register

Payment Date 10/24/23 - 11/27/23

Vendor	Ck#	Pmt Date	Invoice #	Invoice Description	Invoice Amt	Proj #	Project Description
Wells Fargo Business Card							
(continued)	24244	11/15/2023	5831-1023	Credit Card Charges - Strategic Planning	582.25		
				Check# 24244 Total	582.25		
	24245	11/15/2023	6257-1023	Credit Card Charges - Eng	297.05		
				Check# 24245 Total	297.05		
	24246	11/15/2023	8040-1023	Credit Card Charges - Risk Mgmt.	3,071.08		
				Check# 24246 Total	3,071.08		
Wendelstein Law Group PC							
	24123	10/26/2023	W 1247-1023	Legal Services	20,915.50		
			W 1260-1023	Legal Services	678.50	450	LVMWD-CMWD Interconnection
				Legal Services	944.00	590	TOD Pump Station Rehabilitation
				Check# 24123 Total	22,538.00		
Westlake Ace Hardware							
	24124	10/26/2023	14401833	Weed Abatement Supplies	139.31		
				Check# 24124 Total	139.31		
	24146	11/02/2023	14401848	O&M Stock	337.52		
				Check# 24146 Total	337.52		
Zoro Tools							
	24125	10/26/2023	INV12706960	PPE	107.74		
			INV12718102	PPE	87.72		
			INV12761297	First Aid Supplies	16.63		
			INV12992790	Absorbent Mats	702.16		
				Check# 24125 Total	914.25		
Check Total					2,233,425.88		

Payment Register

Payment Date 10/24/23 - 11/27/23

Vendor	Ck#	Pmt Date	Invoice #	Invoice Description	Invoice Amt	Proj #	Project Description
A and B Electric Company, Inc.	2323	11/15/2023	96809	Meetings & Training	313.10		
			96810	Inspection & Consulting Services	9,547.42	450	LVMWD-CMWD Interconnection
			96811	Inspection & Consulting Services	17,680.87	590	TOD Pump Station Rehabilitation
			96812	Inspection & Consulting Services	5,186.11	591	Lake Sherwood Pump Station Rehabilitation
			96813	Inspection & Consulting Services	1,513.76	603	Crew Building Improvements / Networking Center
				EFT# 2323 Total	34,241.26		
Best Best Krieger, LLP	2304	10/26/2023	976224	Las Posas Basin Adjudication	15,751.24		
			976225	Legal Services	5,112.00		
				EFT# 2304 Total	20,863.24		
	2324	11/15/2023	979103	Las Posas Basin Adjudication	13,678.49		
			979104	Legal Services	4,645.50		
				EFT# 2324 Total	18,323.99		
Bondy Groundwater Consulting, Inc.	2305	10/26/2023	095-03	LPUG, FCGMA, ASR GW Support	14,494.78		
					EFT# 2305 Total	14,494.78	
	2325	11/15/2023	095-04	LPUG, FCGMA, ASR GW Support	1,821.43		
				EFT# 2325 Total	1,821.43		
California Dept of Tax and Fee Administration	2312	10/30/2023	Use tax 2023-09	Sales and Use Tax Return 3rd Qtr - 2023	190.00		
				EFT# 2312 Total	190.00		
Camrosa Water District	2326	11/15/2023	Sep 2023	2023-09 Round Mountain LRP Credit	6,233.33		
				EFT# 2326 Total	6,233.33		
Employment Development Department	2309	11/03/2023	2023-10-31	2023-10-31 Payroll Taxes	25,854.66		
					EFT# 2309 Total	25,854.66	
	2342	11/17/2023	2023-11-15	2023-11-15 Payroll Taxes	25,444.77		
				EFT# 2342 Total	25,444.77		
Hach Company	2307	11/08/2023	13795355	Filter Building Parts	1,651.65		
				EFT# 2307 Total	1,651.65		
ICMA	2310	11/06/2023	304070-457-1023B	2023-10-31 Def Comp	13,537.61		
				EFT# 2310 Total	13,537.61		

Payment Register

Payment Date 10/24/23 - 11/27/23

Vendor	Ck#	Pmt Date	Invoice #	Invoice Description	Invoice Amt	Proj #	Project Description
ICMA (continued)	2311	11/06/2023	803371-414-1023B	2023-10-31 RHS Plan	6,647.76		
				EFT# 2311 Total	<u>6,647.76</u>		
	2335	11/17/2023	304070-457-1123A	2023-11-15 RHS Plan	19,562.20		
				EFT# 2335 Total	<u>19,562.20</u>		
	2336	11/17/2023	803371-414-1123A	2023-11-15 RHS Plan	6,806.04		
				EFT# 2336 Total	<u>6,806.04</u>		
Internal Revenue Service (IRS)	2313	11/08/2023	2023-10-31	2023-10-31 Payroll Taxes	131,223.60		
				EFT# 2313 Total	<u>131,223.60</u>		
	2341	11/17/2023	2023-11-15	2023-11-15 Payroll Taxes	127,803.41		
			EFT# 2341 Total	<u>127,803.41</u>			
Kennedy Jenks Consultants	2327	11/15/2023	167261	Engineering Consulting	12,323.78	592	Lindero Pump Station Rehabilitation
			167263	Newbury Park Connector Study	3,827.50		
			167265	Engineering Consulting	7,222.50	450	LVMWD-CMWD Interconnection
				EFT# 2327 Total	<u>23,373.78</u>		
Layne Christensen Co	2328	11/15/2023	2595615	Motor Removal Well #10	8,407.15		
			EFT# 2328 Total	<u>8,407.15</u>			
Metropolitan Water District	2279	10/31/2023	11226	Water Payment - Aug 2023	10,776,529.08		
			EFT# 2279 Total	<u>10,776,529.08</u>			
Mission Uniform Service	2306	10/26/2023	520230102	Mat/Towel Service	73.56		
			520275761	Mat/Towel Service	102.40		
				EFT# 2306 Total	<u>175.96</u>		
	2308	11/08/2023	520321318	Mat/Towel Service	73.56		
			520364354	Mat/Towel Service	102.40		
				EFT# 2308 Total	<u>175.96</u>		
2329	11/15/2023	520406564	Mat/Towel Service	73.56			
			EFT# 2329 Total	<u>73.56</u>			
Northern Digital, Inc.	2330	11/15/2023	57547	System Support - Oct 2023	1,110.00		
			EFT# 2330 Total	<u>1,110.00</u>			
On-Site Technical Services	2331	11/15/2023	11113	Inspection Services	27,004.02	450	LVMWD-CMWD Interconnection
			11114	Inspection Services	24,733.78	450	LVMWD-CMWD Interconnection
				EFT# 2331 Total	<u>51,737.80</u>		

Payment Register

Payment Date 10/24/23 - 11/27/23

Vendor	Ck#	Pmt Date	Invoice #	Invoice Description	Invoice Amt	Proj #	Project Description
Perliter & Ingalsbe	2332	11/15/2023	18818	Engineering Consulting	11,490.00	569	Simi Valley Reservoir
			18819	Engineering Consulting	14,675.00	562	Calleguas-Ventura Interconnection
			18820	Engineering Consulting	5,700.00	590	TOD Pump Station Rehabilitation
			18821	Engineering Consulting	5,790.00	591	Lake Sherwood Pump Station Rehabilitation
	EFT# 2332 Total					37,655.00	
Pers Health	2320	11/03/2023	17323638	2023-11 Health Premium	173,480.36		
					EFT# 2320 Total		
	2321	11/03/2023	17323658	2023-11 Health Premium Board	5,441.65		
EFT# 2321 Total					5,441.65		
Pers Retirement	2314	10/31/2023	2023-09-1	2023-09-1 Classic Contrib	54,238.45		
					EFT# 2314 Total		
	2315	10/31/2023	2023-09-1P	2023-09-1 PEPRA Contrib	22,389.45		
					EFT# 2315 Total		
	2316	11/03/2023	2023-09-2	2023-09-2 Classic Contrib	55,790.55		
					EFT# 2316 Total		
	2317	11/03/2023	2023-09-2P	2023-09-2 PEPRA Contrib	22,228.02		
					EFT# 2317 Total		
	2318	11/03/2023	2023-10-1	2023-10-1 Classic Contrib	56,198.81		
					EFT# 2318 Total		
	2319	11/03/2023	2023-10-1P	2023-10-1 PEPRA Contrib	22,389.90		
					EFT# 2319 Total		
	2322	10/31/2023	2023-09-1PA2	2023-09-1 Adj PEPRA Contrib	1,358.95		
EFT# 2322 Total					1,358.95		
2337	11/16/2023	2023-10-2	2023-10-2 Classic Contrib	56,205.67			
				EFT# 2337 Total			
2338	11/16/2023	2023-10-2P	2023-10-2 PEPRA Contrib	21,437.29			
				EFT# 2338 Total			
2339	11/16/2023	2023-10-2PA	2023-10-2 Adj. PEPRA Contrib	419.18			
				EFT# 2339 Total			

Payment Register

Payment Date 10/24/23 - 11/27/23

Vendor	Ck#	Pmt Date	Invoice #	Invoice Description	Invoice Amt	Proj #	Project Description
SatCom Global Inc.	2333	11/15/2023	AI11230044	Satellite Phone	57.50		
				EFT# 2333 Total	57.50		
Water & Energy Consulting	2334	11/15/2023	CMWD1023	Hydro Consulting	7,470.00		
				EFT# 2334 Total	7,470.00		
				EFT Total	11,853,043.80		
				Grand Total	14,086,469.68		



**Payment Register - TMDL
10/24/23 - 11/27/23**

TMDL Operating Cash Account

Total Checks and Electronic Fund Transfers Issued: \$ 262,130.19

Cash in TMDL Bank Account \$1,585,331.52

Payment Register - TMDL

Payment Date 10/24/23 - 11/27/23

Vendor	Ck#	Pmt Date	Invoice #	Invoice Description	Invoice Amt	Proj #	Project Description
California Conservation Corps	424	10/26/2023	INNU-011276	Trash Monitoring - Sep 2023	6,650.00		
					Check# 424 Total	6,650.00	
	428	11/15/2023	INNU-011465	Trash Monitoring - Oct 2023	4,310.00		
				Check# 428 Total	4,310.00		
Calleguas Municipal Water District	425	10/26/2023	2024-00000003	TMDL - Sep 2023	727.00		
					Check# 425 Total	727.00	
	429	11/15/2023	2024-00000004	TMDL - Oct 2023	727.00		
				Check# 429 Total	727.00		
Larry Walker Associates	426	10/26/2023	617.26-14	Translation CCW QAAP to CIMP	18,895.39		
				617.31-1	Regulatory Tracking and as Needed Support	58.75	
				617.32-2	TMDL Program Management & Reporting	18,201.50	
				617.33-2	TMDL Monitoring & Data Mgmt	81,536.04	
				617.34-2	CCW Salts TMDL Monitoring Programs	25,972.03	
				617.39-2	TMDL Meeting Attendance and Contract Admin	5,390.97	
					Check# 426 Total	150,054.68	
	430	11/15/2023	617.26-15	Translation CCW QAAP to CIMP	2,383.25		
				617.31-2	Regulatory Tracking and as Needed Support	527.50	
				617.32-3	TMDL Program Management & Reporting	23,094.50	
				617.33-3	TMDL Monitoring & Data Mgmt	16,833.01	
				617.34-3	CCW Salts TMDL Monitoring Program	31,368.27	
				617.35-1	Phase 1 MS4 Annual Evaluation Report	3,540.50	
				617.36-1	Phase II MS4 Annual Evaluation Report	2,093.00	
			617.37-1	Cal Trans Annual Evaluation Report	1,207.50		
			617.38-1	VCAILG Evaluation Report	2,634.50		
			617.39-3	TMDL Meeting Attendance and Contract Admin	2,616.25		
				Check# 430 Total	86,298.28		
Ventura County Farm Bureau	431	11/15/2023	6102023	TMDL - Jun - Oct 2023	3,686.64		
				Check# 431 Total	3,686.64		
Ventura Land Trust	427	10/26/2023	21	CCW-RSBW Trash TMDL MFAC Imp	9,676.59		
				Check# 427 Total	9,676.59		
Check Total					262,130.19		
Grand Total					262,130.19		

SCOTT H. QUADY, PRESIDENT
DIVISION 2

ANDY WATERS, VICE PRESIDENT
DIVISION 3

RAUL AVILA, SECRETARY
DIVISION 1

JACQUELYN MCMILLAN, TREASURER
DIVISION 5

THIBAUT ROBERT, DIRECTOR
DIVISION 4

ANTHONY GOFF
GENERAL MANAGER



BOARD MEMORANDUM

Date: December 6, 2023

To: Board of Directors

From: Kristine McCaffrey, Deputy General Manager

Subject: Item 5.C – Amendment 2 to the Grant Agreement Between the State of California (Department of Water Resources) and Calleguas Municipal Water District Agreement Number 4600015015, Urban Community Drought Relief & Proposition 1 Round 2 Integrated Regional Water Management (IRWM) Implementation Grants; Integrated Regional Water Management Implementation Subgrant Agreements Between Calleguas Municipal Water District and Garden Acres Mutual Water Company, City of San Buenaventura, University of California – Santa Barbara, United Water Conservation District, and Casitas Municipal Water District; Urban Community Drought Relief Subgrant Agreement Between Calleguas Municipal Water District and Nyeland Acres Mutual Water Company; and Amendment to the scope of work by Kennedy Jenks Consultants to perform grant administration services in the amount of \$304,510

Objective: The purpose of this item is to enter into the necessary agreements for the Proposition 1 Round 2 IRWM Implementation Grant and to add Nyeland Acres Mutual Water Company's (MWC's) project to the Urban Community Drought Relief (UCDR) Grant.

Recommended Actions:

- A. Authorize the Deputy General Manager to sign Amendment 2 to the Grant Agreement Between the State of California (Department of Water Resources) and Calleguas Municipal Water District Agreement Number 4600015015, Urban Community Drought Relief & Proposition 1 Round 2 Integrated Regional Water Management (IRWM) Implementation Grants
- B. Authorize the Deputy General Manager to sign the Integrated Regional Water Management Implementation Subgrant Agreements Between Calleguas Municipal

Water District and Garden Acres MWC, City of San Buenaventura, University of California – Santa Barbara, United Water Conservation District, and Casitas Municipal Water District

- C. Authorize the Deputy General Manager to sign the Urban Community Drought Relief Subgrant Agreement Between Calleguas Municipal Water District and Nyeland Acres MWC
- D. Approve an amendment to the scope of work by Kennedy Jenks Consultants to perform grant administration services for the Proposition 1 IRWM Round 2 Implementation Grant for the Watersheds Coalition of Ventura County, increasing the not-to-exceed amount by \$304,510

Budget Impact: None

Discussion: The Board approved an Agreement with the Department of Water Resources (DWR) for an Urban Community Drought Relief Grant on March 15, 2023. The agreement covers the standard terms for the grant agreement, as well as the specific scope of work, budget, and schedule for each project, which originally included Calleguas' portion of the Calleguas-Ventura Interconnection (Project No. 562) and property acquisition for a back up well for Garden Acres MWC.

Since that original agreement was entered into, DWR, County of Ventura, County of Los Angeles, Nyeland Acres MWC, and Calleguas agreed to transfer the allocated funding to Nyeland Acres MWC, a small mutual water company in Oxnard adjacent to Garden Acres MWC, for their 8-inch pipeline replacement into Calleguas' Urban Community Drought Relief Grant. This is similar to the previous arrangement for Garden Acres MWC's project. DWR also elected to incorporate the funding for the Proposition 1 Round 2 IRWM Grant into the same grant agreement.

The total grant funding for each project under both programs is presented in the table below.

Project	Project Proponent	Drought Relief Grant Funding	Prop 1 Round 2 IRWM Grant Funding	Total Grant Funding
Calleguas-Ventura Interconnection	Calleguas	\$4,000,000	\$2,515,909	\$6,515,909
Garden Acres MWC Backup Well	Garden Acres MWC	\$714,000	\$1,805,000	\$2,519,000
Ventura-Calleguas Interconnection	City of Ventura	\$0	\$2,515,908	\$2,515,908
Ventura-Santa Barbara Counties Intertie	Casitas Municipal Water District	\$0	\$3,773,863	\$3,773,863
Groundwater Recharge Capacity Expansion	United Water Conservation District	\$0	\$1,000,000	\$1,000,000
Decision Support Tools for Establishing Groundwater Thresholds to Sustain Ecosystem Services for the Santa Clara River	University of California at Santa Barbara	\$0	\$550,000	\$550,000
Nyeland Avenue 8-inch Mainline	Nyeland Acres MWC	\$714,000	\$0	\$714,000

In order to effectively administer the amended agreement, Calleguas needs to enter into an agreement with each local project sponsor under both grant programs to define each party's rights and responsibilities with respect to the grant.

The grant agreement includes specific and detailed requirements for reporting, invoicing, and submittal of deliverables to DWR. Quarterly reporting and invoicing information must be gathered from each local project sponsor, reviewed to confirm it meets DWR's rigorous requirements, and consolidated into a single package for submittal to DWR. Review and submittal of project reports for each project and an overall grant report must also be performed. Due to the significant level of administration involved on IRWM grants, Calleguas has previously hired Kennedy Jenks Consultants (KJ) to perform these services. Staff authorized a small scope of work to KJ to support the grant agreement development process; this scope amendment would cover the remainder of the anticipated grant administration services. Each project proponent (including Calleguas) would be responsible for paying for their share of the cost of these services, except that the grant for Nyeland Acres MWC includes some funding for grant administration. The grant and subgrant agreements have been reviewed by District Counsel.

Attachments:

1. Amendment 2 to the Grant Agreement Between the State of California (Department of Water Resources) and Calleguas Municipal Water District Agreement Number 4600015015, Urban Community Drought Relief & Proposition 1 Round 2 Integrated Regional Water Management (IRWM) Implementation Grants
2. Integrated Regional Water Management Implementation Subgrant Agreements Between Calleguas Municipal Water District and Garden Acres Mutual Water Company,

City of San Buenaventura, University of California – Santa Barbara, United Water Conservation District, and Casitas Municipal Water District

3. Urban Community Drought Relief Subgrant Agreement Between Calleguas Municipal Water District and Nyeland Acres Mutual Water Company

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
CALLEGUAS MUNICIPAL WATER DISTRICT
AGREEMENT NUMBER 4600015015
URBAN COMMUNITY DROUGHT RELIEF & PROPOSITION 1 ROUND 2 INTEGRATED
REGIONAL WATER MANAGEMENT (IRWM)
IMPLEMENTATION GRANTS
Amendment 2**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR," and the Calleguas Municipal Water District, a public agency, in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) **PURPOSE.** The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) and the Budget Act of 2021 (Stats. 2021, ch. 69, § 112), as amended (Stats. 2022, ch. 44, § 25) to the Grantee to assist in financing the projects, which are included in and implemented in an adopted Integrated Regional Water Management Plan (IRWM Plan). The provision of State funds pursuant to this Agreement shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan as set forth in Exhibit A, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code section 10530 et seq. By executing this Agreement, the Grantee certifies that the purpose of the projects 1,2 and 7 are in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies.
- 2) **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on July 1, 2022, and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by June 30, 2027, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after September 30, 2027.
- 3) **GRANT AMOUNT.** The maximum amount payable by the State under this Grant Agreement shall not exceed \$17,627,680. Any additional costs are the responsibility of the Grantee.
- 4) **GRANTEE REQUIRED COST SHARE.** The Grantee is required to provide a local cost share (non-State funds) as set forth in Exhibit B (Budget). Required Cost Share must be for Eligible Project Costs directly related to the Project as set forth in Exhibit A (Work Plan).
- 5) **BASIC CONDITIONS.** The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):
 - i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth of the 2022 Urban Community Drought Relief Grant Program Guidelines and Proposal Solicitation Package (2022 Guidelines) and pages 9-11, inclusive, of the 2022 IRWM Grant Program Guidelines (2022 Guidelines).

- ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation. The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e., reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 13, "Submission of Reports" and Exhibit A, "Work Plan".
- iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
 - 1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.
 - 2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:
 - a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,
 - b) Documents that satisfy the CEQA process are received by the State, and
 - c) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

- iv. A monitoring plan as required by Paragraph 15, "Monitoring Plan Requirements," if applicable.
- 6) DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest-bearing account and shall be used solely to pay Eligible Project Costs.
- 7) ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement

acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

- A. Costs, other than those noted above, incurred prior to the eligible dates for cost reimbursements as listed in Exhibit B (Budget).
 - B. Costs for preparing and filing a grant application.
 - C. Operation and maintenance costs, including post construction performance and monitoring costs.
 - D. Purchase of equipment that is not an integral part of a project.
 - E. Establishing a reserve fund.
 - F. Purchase of water supply.
 - G. Replacement of existing funding sources (e.g., bridge loans).
 - H. Meals, food items, or refreshments.
 - I. Payment of any punitive regulatory agency requirement, federal or state taxes.
 - J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
 - K. Overhead and Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
 - L. Mitigation for environmental impacts not resulting from implementation of a project funded by this Agreement. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
 - M. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
- 8) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee,

following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a “wet signature” for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 13, “Submission of Reports.” Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice and shall be submitted within 60 days following the end of the calendar quarter (i.e., invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, “Budget.” The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours’ summary table, time sheets) shall be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State’s funding amount, as depicted in Paragraph 3, “Grant Amount”.
 - v. Original signature and date of the Grantee’s Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original “wet signature” copy of the invoice form to the Project Manager at the following address: Financial Assistance Branch, DWR Southern Region Office, 770 Fairmont Ave, Suite 200, Glendale, CA 91203.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and

constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Standard Condition Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

- 9) ADVANCED PAYMENT. Water Code section 13198.4(c) authorizes advanced payment by the State for grantees that demonstrate a cash flow issues. A project may receive an advanced payment of twenty-five (25) percent of its grant award; the remaining seventy-five (75) percent of the grant award will be reimbursed in arrears after the advanced funds have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:
- A. Documentation demonstrating that each LPS (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the LPS stating whether it wishes to receive the advanced payment or not.
 - B. If the Grantee is requesting the advanced payment, the request(s) shall include:
 - i. Descriptive information of each project with an update on project status.
 - ii. Description and documentation of the cash flow issues the LPS has that requires funds to be advanced.
 - iii. The names of the entities that will receive the funding for each project.
 - iv. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
 - v. Any other information that DWR may deem necessary.
 - C. Upon review and approval of the Advanced Payment Request, DWR may authorize payment of the requested amount or a lesser amount for those entities that have requested advanced funds. Based on the project's Funding Plan and other considerations, DWR may develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.
 - D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each project requesting advanced funds, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 19, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:

- i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
- ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."
- iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.
- iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
 1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
 2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
 3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 4. Proof of distribution of advanced funds to LPS(s), if applicable.
- E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment."

10) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 11, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 11, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

11) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations.
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement.
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Standard Condition Paragraph D.5.
- E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 12, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

- A. Declare the funding be immediately repaid.
- B. Terminate any obligation to make future payments to the Grantee.
- C. Terminate the Grant Agreement.
- D. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

12) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2022 Guidelines to remain eligible to receive State funds:

- A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 21 of the 2022 Guidelines and Proposal Solicitation Package and page 11 of the 2022 Guidelines and as stated on page 24 of the 2022 IRWM Implementation Grant Proposal Solicitation Package.
- B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2021 AWMP identified on the State's website. For more information, visit the website listed in the 2022 Guidelines and Proposal Solicitation Package.

- C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.
 - D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) as set forth in page 10 of the 2022 IRWM Implementation Grant Guidelines.
 - E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program. Alternatively, if the Grantee has submitted a Groundwater Sustainability Plan (GSP) or Alternative Plan pursuant to the GSP Regulations (Cal. Code Regs., tit. 23, § 350 et seq.), groundwater level data must be submitted through the SGMA Portal at: <https://sgma.water.ca.gov/portal/>.
 - F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.
 - G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
- 13) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.
- A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must

accompany an invoice and shall be submitted within 60 days following the end of the calendar quarter (i.e., invoices due May 30, August 29, November 29, and March 1).

- B. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.
 - C. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.
 - D. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.
- 14) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 11, "Default Provisions."
- 15) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit L, "Project Monitoring Plan Guidance."
- 16) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:

- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.
 - E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 17) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service, provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
- 18) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

19) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Arthur Hinojosa
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236
Phone: (916) 902-6713
Email: Arthur.Hinojosa@water.ca.gov

Calleguas Municipal Water District

Anthony Goff
General Manager
2100 E. Olsen Road
Thousand Oaks, CA 91360
Phone: (805) 579-7138
Email: tgoff@calleguas.com

Direct all inquiries to the Project Manager:

Department of Water Resources

Jennifer Wong
Project Manager
770 Fairmont Ave, Suite 200
Glendale, CA 91203
Phone: (818) 439-3378
Email: jennifer.wong@water.ca.gov

Calleguas Municipal Water District

Kristine McCaffrey, P.E.
Deputy General Manager
2100 E. Olsen Road
Thousand Oaks, CA 91360
Phone: (805) 579-7173
Email: kmccaffrey@calleguas.com

Either party may change its Project Representative or Project Manager upon written notice to the other party.

20) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements and Cost Share Guidelines for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Appraisal Specifications

Exhibit K – Information Needed for Escrow Processing and Closure

Exhibit L – Project Monitoring Plan Guidance

Exhibit M – Invoice Guidance for Administrative and Overhead Charges

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

CALLEGUAS MUNICIPAL WATER
DISTRICT

Arthur Hinojosa
Manager, Division of Regional Assistance

Anthony Goff
General Manager

Date _____

Date _____

EXHIBIT A

WORK PLAN

Grant Administration

IMPLEMENTING AGENCY: Calleguas Municipal Water District (Grantee)

PROJECT DESCRIPTION: The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. This Grantee will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

Budget Category (a): Project Administration

Task 1: Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this agreement.

Task 2: Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

Deliverables:

- Quarterly Progress Reports
- Grant Completion Report

PROJECT 1: Calleguas Ventura Interconnection

IMPLEMENTING AGENCY: Calleguas Municipal Water District

PROJECT DESCRIPTION: The interconnection will be a pipeline to transport water between the Calleguas Municipal Water District (District) and the City of Ventura's (City) distribution systems. The project will construct an approximately 18,670 feet of 30-inch welded steel pipe from the connection to District's potable water system near District's Springville Reservoir and Hydro Station in Camarillo to the connection to the City's portion of the pipeline near Santa Clara Avenue. This will provide 13 cubic feet per second of water supply reliability.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report/Grant Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

A portion of the pipeline alignment will be located on private property and will require acquisition of 11.5 acres of permanent easements and 12 acres of temporary construction easements. The Grantee has identified the required easements, received Preliminary Title Reports for the properties, and contacted landowners to begin discussions about the easements that will be required and to identify property owners' needs during any after construction. The Grantee will then prepare exhibits and legal descriptions, obtain appraisals, draft deed agreements, prepare offers for each easement, and finalize and record the deeds.

Deliverables:

- Documentation supporting property value (if purchased)
- All relevant documentation regarding property ownership transfer or acquisition of easement including final recorded deed, title report, etc.

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Planning for the Calleguas-Ventura Interconnection has been completed. The project partners completed the State Water Interconnection Alignment Study in June 2018, and the Grantee completed a preliminary design report in October 2022.

Deliverables:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

An Environmental Impact Report was filed for this project with Office of Planning and Research (State Clearinghouse Number 2018031010) in July of 2019.

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project, as required for construction related activities:

- Ventura County Water Protection District Encroachment Permits
- County of Ventura Road Encroachment Permit
- City of Camarillo Encroachment Permit
- California Department of Industrial Relations for Tunnel Underground Classifications
- State Water Resources Control Board (SWRCB) – Coverage under the NPDES Construction General Permit for Stormwater Discharges

Additionally, the following permit will be acquired for project operation: State Water Resources Control Board's Division of Drinking Water (DDW) Amendment to Domestic Water Supply Permit.

Deliverables:

- Permits as required

Task 7: Design

The Preliminary Design Report has been completed and design is underway.

Work to be performed under this task includes the preparation of 50%, 90%, 100%, and final design plans and specifications for the construction of the project. At each stage of completion, Calleguas Municipal Water District staff and outside technical experts, as needed, will provide technical review of the plans and specifications. This task also includes surveying and geotechnical investigations.

Several agency agreements are required prior to operation and are being prepared concurrently with design activities. The agency agreements include: (1) Construction/Operations Interagency Agreement among the City, United Water Conservation District, and Calleguas Municipal Water District; and (2) State Water Project Water Wheeling Agreement between the City and the Calleguas Municipal Water District.

Deliverables:

- Preliminary Design Report
- Copies of Executed Agency Agreements, as required
- Bid-Ready Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 15 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.10 – Competitive Bidding and Procurements. This task includes activities necessary, as applicable, to secure a contractor and award the contract. Tasks include advertising for bidding, conducting a pre-bid meeting, opening, and evaluating bids, selecting a contractor, awarding the contract, and issuing the Notice to Proceed. Awards will be made to the lowest responsive and responsible bidder in accordance with the Public Contract Code.

Bid-ready documents will be prepared under Task 7 – Design.

Deliverables:

- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes construction management and administration, including managing contractor submittal review, answering requests for information, issuing work change directives, and conducting inspections. A full-time construction observer will be on site for the duration of the project whose duties may include documenting pre-construction conditions, making daily on-site observations, addressing questions of contractors on site, and notifying the contractor if the work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be completed.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

The final design documents will determine the exact construction activities necessary to complete the project.

This task includes project construction, including mobilization, site preparation, and demobilization. Mobilization activities will include establishing a construction field office in the vicinity of the project area by the contractor and mobilizing equipment, such as excavators, loaders, backhoes, water trucks, compaction equipment, generators, and other equipment necessary for trench excavation, pipe installation, backfill, and compaction. Site preparation will include clearing and grubbing to remove existing vegetation from the pipeline alignment and construction areas, including removing some agricultural crops in some of the easement areas necessary for pipeline installation; the contractor will also remove the upper part of the pipeline trench areas and set it aside so that they can replace the topsoil for replanting following pipe installation. Demobilization will include removing the field office and related facilities, demobilizing construction equipment, and returning the ground surface to pre-project conditions.

The following major elements will be constructed:

- Approximately 18,255 linear feet of 30-inch welded steel pipe installed by open cut trench methods and related appurtenances (i.e., isolation valves in buried concrete vaults, manholes, air/vacuum relief valves, blow offs, etc.).
- Approximately 415 linear feet of 30-inch diameter steel pipeline installed by trenchless methods and related appurtenances.

Under this task, Calleguas Municipal Water District will also ensure implementation of necessary environmental mitigation measures during construction activities.

Deliverables:

- Photographic Documentation of Progress

PROJECT 2: Garden Acres Mutual Water Company Backup Well

IMPLEMENTING AGENCY: Garden Acres Mutual Water Company (GAMCW)

PROJECT DESCRIPTION: The project will construct a backup well for GAMWC. The work will include the purchase of a parcel on which the well will be located, design, construction of a backup well, a transmission pipeline extension, a storage tank, a 11.6 kilowatt (kW) solar system, and other related infrastructure improvements. In addition to serving as a backup water source for GAMWC, the secondary well will also help to ensure redundancy and drought resilience for adjacent Nyeland Acres Mutual Water Company, which is connected to the GAMWC's system via an intertie. This project will provide 130 acre-feet per year of water supply reliability.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR via the Grantee no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

Acquire approximately 0.25 acres property located at 3802 Almond Drive, Oxnard, CA 93036. Complete and provide an Appraisal Report for the property. GAMWC also has an easement deed to install utilities at APN 149-0-010-175 across property owned by the County of Ventura.

Deliverables:

- Documentation supporting property value (Appraisal Report)

- All relevant documentation regarding property ownership transfer or acquisition of easement including final recorded deed, title report, etc.

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

GAMWC evaluated multiple options to improve system reliability and it was determined that the project was the best approach. The impetus for this project was provided by the 2020/2021 Sanitary Survey conducted by the State Water Resource Control Board Division of Drinking Water which included recommendations to improve the reliability and safety of GAMWC's water system by developing an additional source.

Deliverables:

- Copy of 2020/2021 Sanitary Survey

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits have been acquired for this project:

- Conditional Use Permit Case No. LU06-0019, County of Ventura
- Water Availability Letter (WAL15-0006 dated April 25, 2018), County of Ventura
- Maximum service water allocation of 130.519-acre feet per year, Fox Canyon Groundwater Management Agency. Garden Acres does not anticipate additional water to be drawn down following this improvement.
- Domestic Water Supply Permit 5602108, November 9, 2017, State Water Resources Control Board (SWRCB)
- Business Tax Certificate, County of Ventura

The following permits are anticipated to be acquired for this project:

- Discretionary Entitlement Permit, County of Ventura, Resource Management Agency
- Modification of Conditional Use Permit No. LU06-0019, County of Ventura, Resource Management Agency
- Zoning Clearance, County of Ventura
- Demolition Permit, County of Ventura
- Fox Canyon Groundwater Management Agency Water Well Permit, Fox Canyon Groundwater Management Agency
- County of Ventura Well Permit, County of Ventura, Public Works

- Building Permit with Certificate of Completion, County of Ventura, Resource Management Agency
- Domestic Water Supply Permit Amendment, State Water Resources Control Board, Division of Drinking Water
- Encroachment Permit, County of Ventura, Resources Management Agency

Additional permits will be acquired as determined necessary.

Deliverables:

- Permits as required

Task 7: Design

GAMWC will finalize the plans after the County of Ventura reviews the Discretionary Entitlement Permit (which includes the studies below) and provides feedback. These feasibility studies will be updated by each provider and aligned with the County of Ventura comments as to what, if any, changes are made. The following studies will be finalized: Site Plan, Grading Plan, Landscape Plan, Noise Study, Lighting Plan, and Soils report.

Based on this information, the final design and specifications will be completed for the well.

Deliverables:

- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 15 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.10 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Written Confirmation that there is a Sole-Sourcing Policy
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below:

11(a): Mobilization and Demobilization: This work shall include mobilization of all activities to begin contractor's operations at the site, as well as demobilization of all activities for transportation of equipment and materials.

11(b): Site preparation will include modifications to the site to allow for construction. This includes the clearing of the sites which includes removal of the existing residential property and storage/laundry room unit.

11(c): Install a new water well with an approximately 12" diameter steel casing to 800 feet, construct an approximately 120,000-gallon water storage tank, construct an approximately 5,000-gallon pressure tank, a pumping station including three (3) approximately 25-horsepower (hp) emergency pumps and one (1) 15-hp pump, chlorination facilities, 200 kW diesel backup emergency generator, and a storage building.

11(d): Construct a new driveway, fences/walls, lighting, security cameras, and electronic operational panel that includes connecting to the existing supervisory control and data acquisition system capabilities. Install 11.6 kW solar system to power electrical components onsite, and landscaping.

11(e): Install electrical pole and electrical transformers on the property to be connected to Southern California Edison.

11(f): Extend 10-inch diameter, approximately 325 linear foot water transmission pipeline from assessor parcel number (APN) 149-0-041-205 located at Friedrich Road and Orange Drive then to the corner of Friedrich Road and Almond Drive to APN 149-0-043-135 and connect to the new water infrastructure between these two APN's.

Deliverables:

- Photographic Documentation of Progress

PROJECT 3: Ventura-Calleguas Interconnection

IMPLEMENTING AGENCY: City of Ventura (City)

PROJECT DESCRIPTION: The project will construct an approximately 23,000 feet of pipeline from the City's connection to Calleguas' portion of the pipeline. This interconnection will provide the necessary infrastructure to deliver approximately 10,000 acre-feet per year (AFY) of the City's State Water Project (SWP) allocation. The connection will also facilitate direct delivery of United Water Conservation District's (UWCD) SWP allocation, of 3,150 AFY. The project will thereby enable access to up to 13,150 AFY SWP supplies, or on average up to 6,500 AFY. Project 3 consists of the portion of the pipeline from the City to its connection point with Calleguas' portion of the pipeline; Project 1 is the portion of the pipeline from that connection point to the Calleguas' system.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation.

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR via the Grantee no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement**Task 3: Land Purchase**

The City anticipates acquiring approximately 8.5 acres of permanent easements for the pipeline, associated isolation valve vaults, and other appurtenances. The City may also acquire approximately 14 acres of temporary construction easements, which will be used during construction of the facilities.

Deliverables:

- Documentation supporting property value (Appraisal Report)
- All relevant documentation regarding property ownership transfer or acquisition of easement including final recorded deed, title report, etc.

Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies**

The State Water Interconnection Alignment Study evaluated the entire alignment from a connection to the City's system to Calleguas Municipal Water District's system. The study evaluated 20 different pipeline segments, including three alignments to cross the Santa Clara River, three different connection points to Calleguas Municipal Water District distribution system, and routes through roadways and privately held agricultural land between connection points. Based on the evaluation, the study recommended a preferred alignment for implementation.

Deliverables:

- State Water Interconnection Alignment Study, available upon request

Task 5: CEQA Documentation

An Environmental Impact Report was filed for this project with the State Clearinghouse (State Clearinghouse No. 2018031010) and the County of Ventura in August of 2019. A letter will be provided stating there are no legal challenges or addressing legal challenges, as applicable.

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits were acquired in order to complete geotechnical field work needed for project design:

- Ventura County Watershed Protection District (VCWPD) Encroachment and Watercourse Permit
- US Army Corps of Engineers Clean Water Act (Section 404) Nationwide Permit - Nationwide Permit 6 for Survey
- Regional Water Quality Control Board (RWQCB) Clean Water Act (Section 401) Water Quality Certification

- California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreement (Section 1602)
- VCWPD Well Permit (Section 4813)
- City of Ventura Road Encroachment Permit
- County of Ventura Road Encroachment Permit

The following permits will be acquired as required for construction related activities:

- State Water Resources Control Board (SWRCB) coverage under the National Pollutant Discharge Elimination System (NPDES) Construction General Permit for Stormwater Discharges
- U.S. Army Corps of Engineers Clean Water Act (Section 404) Nationwide Permit
- CDFW Streambed Alteration Agreement (Section 1602)
- RWQCB Clean Water Act (Section 401) Water Quality Certification
- VCWPD Well Permit (Section 4813)
- VCWPD Encroachment and Watercourse Permit
- City of Ventura Road Encroachment Permit
- Caltrans Road Encroachment Permit
- County of Ventura Road Encroachment Permit
- County of Ventura Property Encroachment Permit
- Ventura County Transportation Commission Rail Encroachment Permit
- City of Ventura Building Permit (California Building Code)
- Ventura County Environmental Health Division Land Use Approval (This permit has been acquired)

Additionally, the following permit will be acquired for project operation: SWRCB Division of Drinking Water (DDW) Amendment to Domestic Water Supply Permit.

Deliverables:

- Permits as required.

Task 7: Design

A Preliminary Design Report (PDR) for the State Water Interconnection and Blending Station has been prepared by the City's design consultant. Plans and specifications have been prepared for the 60% completion level. Plans and specifications are being prepared for the 90% and will be prepared for the 100%, and final design completion levels. This task also includes geotechnical investigations, which have been completed.

Several agency agreements are required prior to operation and are being prepared concurrently with design activities. Agency agreements include: (1) Construction/Operations Interagency Agreement among the City, Calleguas Municipal Water District, and United Water Conservation District; (2) SWP Water Wheeling Agreement between Metropolitan Water District, Calleguas Municipal Water District, and the City; and (3) SWP Water Wheeling Agreement between Calleguas Municipal Water District and the City.

Deliverables:

- Geotechnical Report
- Preliminary Design Report
- 100% Design Plans and Specifications
- Copies of Executed Agency Agreements, as required

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 15 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.10 – Competitive Bidding and Procurements. This task includes activities necessary (as applicable) to secure a contractor and award the contract, including prequalifying horizontal directional drilling subcontractors, advertising for bidding, conducting a pre-bid meeting, opening and evaluating bids, selecting the contractor, awarding the contract, and issuing the Notice to Proceed. Award will be made to the lowest responsive and responsible bidder in accordance with the Public Contract Code.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. An engineering construction observer will be on site for the duration of the project. Duties of construction observer and/or construction manager will include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, and notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be completed.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

This task involves construction activities, including mobilization, demobilization, site preparation, and cleanup. The major project elements that will be constructed are as follows:

- Approximately 20,000 linear feet of 30-inch diameter steel pipeline installed by open cut trench and related appurtenances;
- Approximately 500 linear feet of 30-inch diameter steel pipeline installed by jack and bore and related appurtenances;
- Approximately 2,500 linear feet of 24-inch or 28-inch diameter high-density polyethylene (HDPE) pipeline installed by horizontal directional drilling and related appurtenances
- Approximately 2,600 linear feet of 16-inch polyvinyl chloride (PVC) pipeline installed by open trench and related appurtenances;
- Meter vault;
- Flow control and instrumentation facilities;
- Blow off outlet and associated energy dissipation structure;
- Blending station and associated pipelines.

Under this task, the City will also ensure compliance with necessary environmental mitigation measures during construction activities.

Deliverables:

- Photographic Documentation of Progress

PROJECT 4: Ventura – Santa Barbara Counties Intertie

IMPLEMENTING AGENCY: Casitas Municipal Water District (CMWD)

PROJECT DESCRIPTION: The project will construct potable water infrastructure to connect the CMWD and Carpinteria Valley Water District (CVWD) water transmission systems. The intertie pipeline will traverse the boundary between Ventura and Santa Barbara counties and act as a two-way intertie to allow the transfer of water between CMWD and CVWD, improving regional water supply reliability. The project will provide CMWD with, on average, 2,000 acre-feet per year (AFY) of additional supply by allowing access to its existing SWP entitlement of up to 5,000 AFY.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR via the Grantee no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

CMWD anticipates acquiring approximately 0.4 acres of permanent easements for the pipeline. CMWD may also acquire approximately 1.6 acres of temporary construction easements, which will be used during construction of the facilities. Land procurement from private landowners is also necessary for both booster pump station sites. Approximately 1 acre of land will be purchased.

CMWD hired a real estate services consulting firm and has engaged in regular communication with property owners. Geotechnical investigations on private property have been completed, which required access agreements. Pipeline easements and pump station acquisition areas have been identified and exhibits have been prepared. The real estate consultant has sent letters to property owners notifying them of CMWDs' decision to appraise their property for easement acquisition or purchase. The parcels on which the pump stations will be located will be acquired as ownership in fee. There are two property owners affected by the pump stations. The appraisals have been completed and negotiations with property owners are ongoing.

Deliverables:

- Documentation supporting property value (if purchased)
- All relevant documentation regarding property ownership transfer or acquisition of easement including final recorded deed, title report, etc.

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process. A Preliminary Design Report (PDR) was completed and evaluated feasibility based on design criteria, geotechnical constraints, environmental constraints, utility conflicts, process controls, treatment scenarios, electrical, mechanical components, instrumentation and controls, easements and right-of-way acquisition, improvements to existing facilities, and costs. Alternatives evaluated in the PDR included various pipeline alignments, undercrossing locations, pump station scenarios, and construction methods.

Deliverables:

- Preliminary Design Report, available upon request

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA/NEPA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA/NEPA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project:

- State Water Resources Control Board (SWRCB) Coverage under the National Pollutant Discharge Elimination System (NPDES) Construction General Permit for Stormwater Discharges
- Regional Water Quality Control Boards (RWQCB) Coverage under the NPDES General Permit for Discharges of Groundwater from Construction and Project Dewatering to Surface Waters in Coastal Watersheds of Los Angeles and Ventura Counties
- County of Ventura Floodplain Development Permit
- Caltrans Encroachment Permit for pipeline construction
- County of Ventura Discretionary Tree Permit

Deliverables:

- Permits as required

Task 7: Design

Work to be performed under this task includes the preparation of 60%, 90%, 100%, and final design plans and specifications for each phase of the construction of the Ventura – Santa Barbara Counties Intertie. At each stage of completion, Casitas staff and outside technical experts, as needed, will provide technical review and quality assurance/quality control of the plans and specifications. This task also includes geotechnical investigations, which have been completed for design of the pipeline, including horizontal directional drilling, and the two pump stations.

A Basis of Design Report has been prepared and includes evaluation of operational scenarios, pipeline and booster pump station facilities, water quality and distribution system concerns, and water quality control facilities.

Deliverables:

- Geotechnical Report
- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award each phase of the contract,

including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of Notice to Proceed. Upon completion of final design, Casitas will conduct a competitive bidding process for the selection of the contractor, in accordance with the Public Contract Code and CMWD' standard procedures. Award will be made to the lowest responsive and responsible bidder in accordance with the Public Contract Code.

Deliverables:

- Bid Documents Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction reports and photos, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities for each phase are outlined below.

11(a): Mobilization will include the movement of equipment into the field for the establishment of work areas and staging and storage areas, including construction trailers (if used).

Demobilization will include removal of all equipment, machinery, and staff from the site after completion of the work.

11(b): Site preparation will include trimming and removing trees to clear areas for construction, since construction will partially occur on agricultural property, with lemon and avocado trees.

Under this task, CMWD will also ensure implementation of necessary environmental mitigation measures during construction activities.

11(c): The major project elements that will be constructed are as follows:

Pipeline Construction (Phase 1A):

- Approximately 1.3 miles of 16-inch diameter pipeline consisting of High Density Polyethylene and welded steel pipe installed by open cut trench, with trenchless horizontal directional drilling at the crossing of Rincon Creek

Del Mar Pump Plant (formerly Permanent Booster Pump Station A) (Phase 2A):

- Booster pump station consisting of three 600-horsepower vertical turbine pumps with variable frequency drives, and associated piping, chemical tanks, and treatment system

Red Mountain Pump Plant (formerly Booster Pump Station B) and Improvements to Existing Casitas Infrastructure (Phase 2B):

- Booster pump station consisting of three 250-horsepower vertical turbine pumps with variable frequency drives
- Replacement of approximately 530 linear feet of pipeline along Rincon Main
- Minor surge protection improvements at existing air-relief valve locations
- New bypass piping and valve configuration, as well as electrical and communication system modifications at Rincon Control Reservoir
- Replacement of vent at existing chlorination station site with new equivalent combination air release valve
- Minor electrical and mechanical improvements at Rincon Vent Structure
- New pressure staining and reducing valve, check valve, isolation valves, and approximately 130 feet of 18-inch bypass pipeline at Rincon Pump Plant

Deliverables:

- Photographic Documentation of Progress

PROJECT 5: Groundwater Recharge Capacity Expansion (Ferro-Rose Recharge)

IMPLEMENTING AGENCY: United Water Conservation District (UWCD)

PROJECT DESCRIPTION: The project will construct an undercrossing at Vineyard Avenue with high-capacity piping that will enable conveyance of diverted water from UWCD's existing facilities to the Ferro Basin, which provides an extra 2,000 acre-feet of groundwater storage. This expanded recharge capacity will facilitate additional recharge of between 2,000 to 3,000 acre feet per year of low-total dissolved solids water in the Forebay of the Oxnard Basin, some of which will reach the other basins via groundwater underflow. Additionally, the use of the Ferro Basin for higher turbidity flows will help protect UWCD's other spreading basins to maintain the long-term efficacy of UWCD's recharge operations. This project will significantly contribute to UWCD's ongoing efforts to enhance local groundwater supplies to build a buffer from drought conditions and help combat seawater intrusion in the local groundwater basins.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR via the Grantee no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement is required for this project.

Deliverables:

- N/A

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

A feasibility study has been prepared entitled, *Sediment Transport and Deposition Assessment of Freeman Diversion Conveyance System, Phase 2: Evaluate Alternatives*. This study provided analysis for diverting 750 cfs of turbid water off the Santa Clara River through the Freeman Conveyance system to the Ferro Basin. Various alternatives were studied to find the most efficient way to convey the turbid water to the Ferro Basin. The project is a component of the preferred alternative selected for implementation.

Deliverables:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project:

- Caltrans Encroachment Permit
- Ventura County Department of Public Works Encroachment Permit

Deliverables:

- Permits as required

Task 7: Design

A Basis of Design Report will be prepared for the undercrossing at Vineyard Avenue. Plans will be prepared at the 30%, 60%, 90%, and 100% completion levels with specifications included at the 100% completion level. At each stage of completion, UWCD staff and outside technical experts, as needed, will provide technical review and QA/QC of the plans and specifications.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Install:

- Approximately 100 linear feet of pipeline large enough to transport 375 cubic feet per second of water
- Approximately 300 linear feet of 72-inch casing
- Approximately 360 linear feet of 48-inch pipe
- Flow control structures, such as sluice gates and/or outlet structures, as required

11(b): Improvements to the Rose and Ferro Recharge Basins as required

Deliverables:

- Photographic Documentation of Progress
- Engineer's Certification

PROJECT 6: Decision Support Tools for Establishing Groundwater Thresholds to Sustain Ecosystem Services for the Santa Clara River

IMPLEMENTING AGENCY: University of California Santa Barbara (UCSB)

PROJECT DESCRIPTION: The project is designed to document ecological processes to provide decision support tools for managing the goals of natural resource conservation and efficient water resources management. The area is encompassed by the Santa Paula-to-Sespe Conservation Area and has three Groundwater Dependent Ecosystems (GDEs), all consisting of forested riparian wetland complexes: Sespe Cienega surrounding the California Department of Fish and Wildlife (CDFW) Fillmore Fish hatchery, the East Grove near Santa Paula, and the enhanced wetlands associated with Freeman Diversion near Saticoy. There are three components: 1) monitoring groundwater levels and interconnected surface water to help refine United Water Conservation District's (UWCD) existing groundwater model, 2) measuring dynamics of key native and non-native plant species in relation to groundwater availability measured in the new shallow wells, and 3) evaluating aquatic habitat extent and associated fauna in GDEs. These three components will fill important data gaps that limit the ability to assess management impacts on GDEs and establish appropriate and effective thresholds or triggers for groundwater management actions. Specific decisions that will be informed by this decision support tool include riparian restoration actions that enhance GDE resistance and resiliency, development of appropriate control strategies for invasive species including quantification of benefits (water savings) of *Arundo* removal, and groundwater sustainability planning efforts and associated water resources management decision-making to balance multiple water demands. The specific audience for use of the multi-faceted decision-support tool (DST) will be UWCD, an agency with groundwater replenishment responsibilities in this portion of Ventura County, as well as the various Groundwater Sustainability Agencies (GSAs) developing groundwater policy for sub-basins within the Santa Clara River watershed, including the Fillmore-Piru GSA.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors. The project team will cooperate in all project elements with UWCD, which developed the hydrologic model that this project will enhance and will provide key data as a cost-share component.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR via the Grantee no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase

UCSB will develop access agreements with landowners of properties in the three target GDEs. Some access agreements and memoranda of understanding are already in place to conduct field studies on lands owned or managed by UWCD, CDFW, and VCWPD and will remain in force during this project. Additionally, access agreements have been initiated with other major landholders including The Nature Conservancy, Friends of the Santa Clara River, and the John Lloyd-Butler Ranch. If desired by these landowners, UCSB will develop memoranda of understanding to cover analysis and publication of site-specific data, liability and site protection, and clean-up agreements on subject properties. Each of the subject GDEs consists of approximately 200 acres, the precise areal extent will be verified at the time of project implementation.

Deliverables:

- All relevant documentation regarding property ownership transfer or acquisition of easement including final recorded deed, title report, etc.

Budget Category (c): Planning/Design/Engineering/Environmental DocumentationTask 4: Feasibility Studies

Hydrologic studies of UWCD have established the general structure of shallow groundwater zones in the Santa Clara River where geological sills force groundwater to the surface to create perennially wetted areas that historically have supported high productivity/high biodiversity ecosystems. Land uses and water diversions have reduced the extent of naturally occurring GDEs. In certain circumstances, infrastructure has enhanced GDE function due to decreased groundwater levels.

Vegetation studies have been conducted within the Santa Clara River watershed to characterize the distribution and status of riparian vegetation types and species, including non-native plants, and to develop strategies for reducing the threats from invasive species and restoring riparian ecosystems. This database describes impacts of drought, invasive plants and animals, and historical land uses which provide information relevant to this study. UCSB will synthesize available information related to the study area GDEs, with a focus on the following:

- GDE interactions with surface and groundwater
- Influence of drought, flood, fire, and climate on these GDEs
- Water use requirements of these systems and key focal plant species

Deliverables:

- Technical Memorandum summarizing and synthesizing key information from prior studies
- Copies of previously completed studies, available upon request

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: CDFW Lake and Streambed Alteration permits may be required for some additional groundwater well installations and will be obtained, as needed.

Deliverables:

- Permits as required

Task 7: Design

'Design' for this project specifies the methods to be applied for collecting data relevant to the objectives of the study. Under this task, technical memoranda will be prepared to summarize:

- Methods for sampling of shallow groundwater hydrology
 - o Activities include analyzing geospatial distribution of groundwater observation wells at various locations in the Santa Clara River to determine where additional observation wells are needed to provide a more comprehensive network of measurements.
- Methods for measuring plant-water dynamics and site reconnaissance results
 - o Activities include conducting preliminary trials with sap-flow and stem psychrometry devices and collaborating with other researchers to develop high-quality sensing proxies for extending specific-specific results to other locations.
- Methods for aquatic biodiversity of GDEs
 - o Activities include documenting where and when suitable habitat for sampling will be present in this dynamic landscape, and evaluating protocols for the use of eDNA methods for biodiversity monitoring, which will depend on preliminary screening to validate eDNA sampling procedures.

Deliverables:

- Technical Memorandum on methods for sampling of shallow groundwater hydrology
- Technical Memorandum on methods for plant-water dynamics and site reconnaissance

- Technical Memorandum on methods for aquatic biodiversity of GDEs

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award contracts for project implementation, including design-related activities, selection of the contractor, award of contract, and issuance of notice to proceed. In accordance with University of California policy, consultants will be selected through a sole source procurement process.

Deliverables:

- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing consultant submittal review, answering requests for information, and issuing work directives. Because this is a research project resulting in development of a DST and not an infrastructure construction project, no construction contractors will be involved and standard construction administration activities do not apply.

Deliverables: N/A

Task 11: Implementation

Construction activities are outlined below.

Research and development of the DST will consist of implementation of ecosystem monitoring procedures and experimental activities.

11(a): Shallow Groundwater Assessment

11(a).1: Installation of shallow groundwater monitoring wells: Shallow groundwater elevations will be measured across longitudinal transects for the target GDE including in association with Freeman Diversion, the East Grove, and Sespe Cienega to assess variation in rising groundwater. Three to four observation wells will be installed by hand-augering to approximately 10-12 feet in depth. Well data will supplement on-going data collection for the Fillmore-Piru sub-basin.

11(a).2: Surface Water Mapping and Temperature Logger Installation: Seasonal surface water distribution will be mapped using field observations and aerial imagery, building on the existing database and protocols developed by UWCD including surface water features to

assess potential to support various aquatic species. Discharge will be estimated from cross-sectional flow profiles, when feasible. Stream temperatures gauges will be placed in interconnected channels and monitored for 2 years.

11(a).3: Data Compilation: Data collected under subtasks 11.a.1 and 11.a.2 will be compiled in a technical report to be made available to UWCD and GSAs for incorporating into the previously developed Santa Clara River groundwater model and Habitat Conservation Plan (HCP) evaluation. Hydrological data are to be included as Groundwater Sustainability Plan updates, and the additional shallow water data will allow UWCD to better calibrate the model near GDEs.

11(b): Measuring Plant-water Relations

Plant water status and use by *Arundo* and key native woody taxa in GDEs, primarily willows (*Salix laevigata*, *S. lasiolepis*) and cottonwoods (*Populus fremontii*, *P. trichocarpa*) will be recorded during each season.

New equipment and new components for existing sap-flow and stem-psychrometry equipment will be acquired, and replicated instrumentation carried out for target plant species at GDEs representing 'wet' (above or near field capacity at 20 cm depth) and 'dry' (below field capacity for ≥ 6 months) conditions. A micro-weather station will be set up to measure temperature, relative humidity, and wind speed and direction near canopy level for estimating an evaporative demand drought index. Equipment will be connected to central dataloggers to record and integrate plant ecophysiological measurements with weather data to provide indices of evaporative stress during drought conditions. The shallow groundwater depth data then allow the team to determine critical soil field capacities to sustain plant productivity without excessive water stress.

A technical report will be prepared compiling data collected on plant-water relations.

11(c): Aquatic Biodiversity Sampling

11(c).1: Aquatic sampling: Aquatic invertebrate sampling for biodiversity assessment and to evaluate food availability to fish, will be conducted using standard D-net sampler in five locations at each target GDE. Samples will be collected during each of the four seasonal periods. For hyporheic (sub-surface) zone invertebrates, the team will extract organisms by hand vacuum pump. Diversity measures and indices of ecological integrity will then be calculated to indicate whether the habitats are of acceptable environmental quality or are 'impaired', in which case stressors responsible for impairment will be evaluated at study sites and mitigation methods developed.

In cooperation with UWCD, which is developing a HCP related to aquatic biodiversity management, the team will conduct a camera-trapping exercise at the target GDEs to establish usage of these wetland habitats by vertebrate fauna.

11(c).2: Environmental DNA for fish & amphibians: Once preliminary screening has been completed (see Task 7), water samples will be collected, using protocols developed as part of Task 7, from suitable sites in and near target GDEs. Samples will be processed for DNA amplification and shipped to high throughput sequencing facilities for bioinformatic

processing. Genetic sequence information will allow the team to construct species rarefaction curves and minimum species richness for fish species in the Santa Clara River watershed.

Deliverables:

- Photographic Documentation of Progress
- Technical Report compiling shallow groundwater assessment data for inclusion as a DST into the UWCD hydrologic model development and application
- Technical Report on plant-water relations, comparative water use or evapotranspiration of *Arundo* and native woody taxa, and indicators of drought stress for native riparian tree species
- Technical Report on findings from aquatic biodiversity sampling and analyses , including an evaluation of Best Practices for use of eDNA for California fish and amphibian biodiversity

PROJECT 7: Nyeland Avenue 8-inch Mainline

IMPLEMENTING AGENCY: Nyeland Acres Mutual Water Company

PROJECT DESCRIPTION: The project will replace approximately 1,080 linear feet of water main on Nyland Avenue with new 8-inch polyvinyl chloride line. The project also includes construction of approximately two (2) residential fire hydrant assemblies and approximately thirty-one (31) new replacement lateral connections. The new water main will reduce leaks and decrease the amount of water that needs to be pumped, providing an overall water conservation benefit. This will result in approximately 7-acre feet per year (AFY) of water savings and improve operational efficiency.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR via the Grantee no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase- Not Applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Project feasibility has been assessed by Jensen Design, Survey, Inc. as part of the project development process.

Deliverables:

- Relevant Feasibility Letter signed by a Certified Engineer

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permit is anticipated to be acquired for this project: Ventura County Encroachment Permit, Public Works Agency Transportation Division, Ventura County.

Deliverables:

- Permits as required

Task 7: Design

A qualified professional will produce 100% design plans and specifications to replace the pipeline.

Deliverables:

- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 14 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.10 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop contract documents for the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Award of Contract
- Notice to Proceed
- Written confirmation of a sole sourcing policy by Nyeland Acres Mutual Water Company

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below:

11(a): Mobilization and Demobilization: this work shall include mobilization of all activities to begin contractor's operations at the site, furnishing and staging materials, coordination of applicable inspections upon permit acquisition, as well as demobilization of all activities for transportation of equipment and materials.

11(b): Site preparation will include modifications to the sites to allow for construction. This includes the clearing of the sites, implementing traffic control measures and trench protection.

11(c): Remove and replace approximately 8,340 square feet of asphalt trench for mainline and lateral installation on Nyland Avenue. Expose the existing mainline at proposed points of connection and pothole existing utilities that may be in conflict with new construction.

11(d): Construct approximately 1,080 linear feet of 8-inch DR14 c-900 Polyvinyl chloride mainline, including two (2) residential fire hydrant assemblies.

11(e): Install approximately twenty-nine (29) 1-inch and two (2) 2-inch replacement lateral connections.

11(f): Sand bed, thrust block, slurry backfill and haul away trench spoils.

11(g): Conduct pressure testing, chlorination (disinfection), and coordinate applicable inspections.

Deliverables:

- Photographic Documentation of Progress

EXHIBIT B

BUDGET

AGREEMENT BUDGET SUMMARY

AGREEMENT BUDGET SUMMARY

Minimum Required Cost Share: \$53,598,406 (\$8,251,796 needs to come from Project 1 to meet Urban Community Drought Relief (UCDR) Grant Program Requirements.)

	Grant Amount			Required Cost Share: Non-State Fund Source ⁴	Other Cost Share	Total Cost	Cost Share Waiver
	UCDR ¹	UMBDRP ²	Prop 1 Round 2 ³				
Grant Administration	\$0	\$14,000	\$25,000	\$0	\$100,000	\$139,000	N/A
PROJECTS							
1 Calleguas-Ventura Interconnection	\$4,000,000	\$0	\$2,515,909	\$15,053,591	\$7,437,683	\$29,007,183	None
2 Garden Acres Mutual Water Company Backup Well	\$0	\$714,000	\$1,805,000	\$0	\$425,000	\$2,944,000	100%
3 Ventura-Calleguas Interconnection	\$0	\$0	\$2,515,908	\$25,097,500	\$22,581,591	\$50,194,999	None
4 Ventura-Santa Barbara Counties Intertie	\$0	\$0	\$3,773,863	\$12,447,315	\$8,673,452	\$24,894,630	None
5 Groundwater Recharge Capacity Expansion	\$0	\$0	\$1,000,000	\$1,000,000	\$0	\$2,000,000	None
6 Decision Support Tools for Establishing Groundwater Thresholds to Sustain Ecosystem Services for the Santa Clara River	\$0	\$0	\$550,000	\$0	\$550,000	\$1,100,000	None
7 Nyeland Avenue 8-inch Mainline	\$0	\$714,000	\$0	\$0	\$16,850	\$730,850	N/A
GRAND TOTAL	\$4,000,000	\$1,442,000	\$12,185,680	\$53,598,406	\$39,784,576	\$111,010,662	-

NOTES:

- ¹ Costs incurred after July 1, 2022 will be eligible under the Urban Community Drought Relief grant reimbursement. This project must bring a minimum of 25% non-state cost share of the total project cost.
- ² Costs incurred after June 11, 2022 will be eligible for Urban and Multibenefit Drought Relief grant reimbursement.
- ³ Costs incurred after May 5, 2023 will be eligible for Proposition 1 Round 2 grant reimbursement.
- ⁴ Costs incurred after January 1, 2015 will be eligible for Proposition 1 Round 2 required 50% non-state cost share. Costs incurred after July 1, 2022 will be eligible for Urban Community Drought Relief. The Urban Community program requires a 25% non-state cost share of the total project cost.

Grant Administration

Implementing Agency: Calleguas Municipal Water District (Grantee)

BUDGET CATEGORY	UMBDRP Grant Amount	Prop 1 Round 2 Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost
a Project Administration	\$14,000	\$25,000	\$0	\$100,000	\$139,000
TOTAL COSTS	\$14,000	\$25,000	\$0	\$100,000	\$139,000

NOTES:

*Other Cost Share fund source(s): Calleguas Municipal Water District

PROJECT 1: Calleguas-Ventura Interconnection

Implementing Agency: Calleguas Municipal Water District

BUDGET CATEGORY	UCDR Grant Amount*	Prop 1 Round 2 Grant Amount	Required Cost Share: Non-State Fund Source**	Other Cost Share***	Total Cost
a Project Administration	\$0	\$0	\$0	\$0	\$0
b Land Purchase / Easement	\$0	\$0	\$0	\$1,270,000	\$1,270,000
c Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$0	\$1,737,183	\$1,737,183
d Construction / Implementation	\$4,000,000	\$2,515,909	\$15,053,591	\$4,430,500	\$26,000,000
TOTAL COSTS	\$4,000,000	\$2,515,909	\$15,053,591	\$7,437,683	\$29,007,183

NOTES:

*The Urban Community Drought Relief Program funding for this project will expire June 30, 2026.

**Non-State Required Cost Share fund source(s): Calleguas Municipal Water District Capital Improvement Program funds. The Urban Community program requires a 25% non-state cost share of the total project cost. The Proposition 1 Round 2 program requires a 50% non-state cost share of the total project cost.

***Other Cost Share fund source(s): Calleguas Municipal Water District Capital Improvement Program funds.

PROJECT 2: Garden Acres Mutual Water Company Backup Well

Implementing Agency: Garden Acres Mutual Water Company

BUDGET CATEGORY	UMBD RP Grant Amount*	Prop 1 Round 2 Grant Amount	Required Cost Share: Non-State Fund Source**	Other Cost Share***	Total Cost
a Project Administration	\$0	\$70,000	\$0	\$0	\$70,000
b Land Purchase / Easement	\$686,224	\$0	\$0	\$0	\$686,224
c Planning / Design / Engineering / Environmental Documentation	\$27,776	\$65,000	\$0	\$30,000	\$122,776
d Construction / Implementation	\$0	\$1,670,000	\$0	\$395,000	\$2,065,000
TOTAL COSTS	\$714,000	\$1,805,000	\$0	\$425,000	\$2,944,000

NOTES:

*The Urban Community Drought Relief Program funding for this project will expire June 30, 2026.

**The project received a 100% cost share waiver through the Proposition 1 Implementation Grant Program. The Urban and Multibenefit Drought Relief Program funding does not require a non-state cost share.

**Other Cost Share fund source(s): Garden Acres Mutual Water Company funds.

PROJECT 3: Ventura-Calleguas Interconnection

Implementing Agency: City of Ventura

	BUDGET CATEGORY	Prop. 1 Round 2 Grant Amount	Non-State Required Cost Share*	All Other Cost**	Total Cost
a	Project Administration	\$0	\$0	\$840,000	\$840,000
b	Land Purchase / Easement	\$0	\$0	\$630,000	\$630,000
c	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$6,875,000	\$6,875,000
d	Construction / Implementation	\$2,515,908	\$25,097,500	\$14,236,591	\$41,849,999
	TOTAL COSTS	\$2,515,908	\$25,097,500	\$22,581,591	\$50,194,999

NOTES:

*Non-State Required Cost Share fund source(s): City of Ventura Capital Improvement Program funds.

**Other Cost Share fund source(s): City of Ventura Capital Improvement Program funds and Federal EPA Community Grant.

PROJECT 4: Ventura – Santa Barbara Counties Intertie

Implementing Agency: Casitas Municipal Water District

	BUDGET CATEGORY	Prop. 1 Round 2 Grant Amount	Non-State Required Cost Share*	All Other Cost**	Total Cost
a	Project Administration	\$0	\$0	\$0	\$0
b	Land Purchase / Easement	\$0	\$0	\$295,583	\$295,583
c	Planning / Design / Engineering / Environmental Documentation	\$500,000	\$250,000	\$1,717,047	\$2,467,047
d	Construction / Implementation	\$3,273,863	\$12,197,315	\$6,660,822	\$22,132,000
	TOTAL COSTS	\$3,773,863	\$12,447,315	\$8,673,452	\$24,894,630

NOTES:

*Non-State Required Cost Share fund source(s): Casitas Municipal Water District revenues from water rates and a portion will be funded by an existing Additional Supplemental Appropriation for Disaster Relief Act (ASADRA) loan (totaling ~\$17M) which will be paid back with Casitas revenues from water rates.

**Other Cost Share fund source(s): Casitas revenues from water rates, USBR Watersmart Grant (\$2M), ASADRA loan (see above).

PROJECT 5: Groundwater Recharge Capacity Expansion (Ferro-Rose Recharge)

Implementing Agency: United Water Conservation District

	BUDGET CATEGORY	Prop. 1 Round 2 Grant Amount	Non-State Required Cost Share*	All Other Cost	Total Cost
a	Project Administration	\$50,000	\$50,000	\$0	\$100,000
b	Land Purchase / Easement	\$0	\$0	\$0	\$0
c	Planning / Design / Engineering / Environmental Documentation	\$130,000	\$130,000	\$0	\$260,000
d	Construction / Implementation	\$820,000	\$820,000	\$0	\$1,640,000
	TOTAL COSTS	\$1,000,000	\$1,000,000	\$0	\$2,000,000

NOTES:

*Non-State Required Cost Share fund source(s): United Water Conservation District (UWCD) groundwater extraction charges.

PROJECT 6: Decision Support Tools for Establishing Groundwater Thresholds to Sustain Ecosystem Services for the Santa Clara River

Implementing Agency: University of California Santa Barbara

	BUDGET CATEGORY	Prop. 1 Round 2 Grant Amount	Non-State Required Cost Share*	All Other Cost	Total Cost
a	Project Administration	\$118,750	\$0	\$0	\$138,750
b	Land Purchase / Easement	\$7,000	\$0	\$3,000	\$10,000
c	Planning / Design / Engineering / Environmental Documentation	\$60,500	\$0	\$547,000	\$607,500
d	Construction / Implementation	\$363,750	\$0	\$0	\$343,750
	TOTAL COSTS	\$550,000	\$0	\$550,000	\$1,100,000

NOTES:

*Non-State Required Cost Share fund source(s): UWCD, U.S. Fish and Wildlife Service Section 6 Grant; Fillmore-Piru Groundwater Sustainability Agency; Skumu Kawayu, LLC (private funding provided for a portion of previously completed GDE studies).

PROJECT 7: Nyeland Avenue 8-inch Mainline

Implementing Agency: Nyeland Acres Mutual Water Company

	BUDGET CATEGORY	UMBD RP Grant Amount	Non-State Required Cost Share*	All Other Cost**	Total Cost
a	Project Administration	\$14,150	\$0	\$16,850	\$31,000
b	Land Purchase / Easement	\$0	\$0	\$0	\$0
c	Planning / Design / Engineering / Environmental Documentation	\$4,000	\$0	\$0	\$4,000
d	Construction / Implementation	\$695,850	\$0	\$0	\$695,850
	TOTAL COSTS	\$714,000	\$0	\$16,850	\$730,850

NOTES:

*This project is entirely funded by Urban and Multibenefit funds. There is no cost share required by the Urban and Multibenefit funding.

**All other costs will be provided by the Nyeland Acres Mutual Water Company.

**EXHIBIT C
 SCHEDULE**

Grant Administration

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	06/01/2023	06/30/2027

PROJECT 1: Calleguas-Ventura Interconnection

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	1/1/2023	12/31/2026
b	Land Purchase / Easement	9/2/2022	3/1/2024
c	Planning / Design / Engineering / Environmental Documentation	10/13/2016	10/31/2024
d	Construction / Implementation	11/1/2024	9/30/2026

PROJECT 2: Garden Acres Mutual Water Company Backup Well

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	6/11/2022	10/14/2025
b	Land Purchase / Easement	6/11/2022	11/15/2022
c	Planning / Design / Engineering / Environmental Documentation	6/11/2022	3/1/2024
d	Construction / Implementation	7/1/2023	7/14/2025

PROJECT 3: Ventura-Calleguas Interconnection

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	01/26/2017	03/31/2027
b	Land Purchase / Easement	02/07/2022	06/30/2024
c	Planning / Design / Engineering / Environmental Documentation	01/26/2017	08/31/2024
d	Construction / Implementation	09/1/2024	12/31/2026

PROJECT 4: Ventura – Santa Barbara Counties Intertie

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	02/01/2019	06/30/2026
b	Land Purchase / Easement	04/01/2021	12/31/2023
c	Planning / Design / Engineering / Environmental Documentation	02/01/2019	07/26/2024
d	Construction / Implementation	03/09/2023	02/18/2026

PROJECT 5: Groundwater Recharge Capacity Expansion (Ferro-Rose Recharge)

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	09/01/2016	12/31/2026
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	09/01/2016	10/31/2024
d	Construction / Implementation	11/1/2024	09/30/2026

PROJECT 6: Decision Support Tools for Establishing Groundwater Thresholds to Sustain Ecosystem Services for the Santa Clara River

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	01/01/2015	09/30/2026
b	Land Purchase / Easement	01/01/2015	6/30/2024
c	Planning / Design / Engineering / Environmental Documentation	01/01/2015	6/30/2024
d	Construction / Implementation	06/01/2023	06/30/2026

PROJECT 7: Nyeland Avenue 8-inch Mainline

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	6/20/2022	12/31/2024
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	6/20/2022	12/31/2024
d	Construction / Implementation	1/1/2024	12/31/2024

EXHIBIT D

STANDARD CONDITIONS

- D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:
- A. Separate Accounting of Funding Disbursements: Grantee shall account for the money disbursed pursuant to this Funding Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
 - B. Disposition of Money Disbursed: All money disbursed pursuant to this Funding Agreement shall be deposited in a non-interest-bearing account, administered, and accounted for pursuant to the provisions of applicable law.
 - C. Remittance of Unexpended Funds: Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Funding Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Funding Agreement, whichever comes first.
- D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Budget Act of 2021 and Proposition 1 Water Quality, Supply, and Infrastructure Improvement Act of 2014 through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.3. AMENDMENT: This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.
- D.4. AMERICANS WITH DISABILITIES ACT: By signing this Funding Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne

by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 11 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Funding Agreement and Grantee shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to State, or offer a Funding Agreement amendment to Grantee to reflect the reduced amount.
- D.7. CEQA: Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 10.
- D.8. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and

- B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.10. **COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.11. **COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.12. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any

applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)

- D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.13. DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14. DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.15. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Funding Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
 - i. Will receive a copy of Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.
- D.16. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property using State funds provided through this Funding Agreement, an appropriate easement or other title restriction providing for floodplain preservation and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed

to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement or other title restriction acceptable to the State may result in termination of this Agreement.

- D.17. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Funding Agreement.
- D.18. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).
 - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
 - C. Comply with all applicable California, federal, and local laws and regulations.
 - D. Implement the Project in accordance with applicable provisions of the law.
 - E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
 - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.
 - G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
 - H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate

disputes between the Grantee and any other entity concerning responsibility for performance of work.

- D.19. GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.20. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.21. INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.22. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.23. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.
- D.24. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.25. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-

material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

- D.26. **NONDISCRIMINATION:** During the performance of this Funding Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, gender identity, and denial of medial and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.

- D.27. **OPINIONS AND DETERMINATIONS:** Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.28. **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Civ. Code, § 9550, et seq.; Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.29. **PRIORITY HIRING CONSIDERATIONS:** If this Funding Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.30. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

- D.31. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.32. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.33. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.34. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.35. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.36. SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.
- D.37. SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Grantee, its contractors, or subcontractors have made a false certification, or
 - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.
- D.38. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.39. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

- D.40. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 11, the State may terminate this Funding Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 11.
- D.41. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.42. TRAVEL: Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Funding Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources for excluded employees. These rates may be found at: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.
- D.43. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.44. TIMELINESS: Time is of the essence in this Funding Agreement.
- D.45. UNION ORGANIZING: Grantee, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Grantee, by signing this Funding Agreement, hereby certifies that:
- A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
 - B. Grantee shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
 - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.46. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.47. WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
AUTHORIZING RESOLUTION

RESOLUTION NO. 2058

A RESOLUTION OF THE BOARD OF
DIRECTORS OF CALLEGUAS MUNICIPAL
WATER DISTRICT
AUTHORIZING THE GRANT APPLICATION,
ACCEPTANCE, AND EXECUTION FOR
THE CALLEGUAS-VENTURA
INTERCONNECTION

WHEREAS, Calleguas Municipal Water District proposes to implement the Calleguas-Ventura Interconnection;

WHEREAS, Calleguas Municipal Water District has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, Calleguas Municipal Water District intends to apply for grant funding from the California Department of Water Resources for the Calleguas-Ventura Interconnection;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Calleguas Municipal Water District as follows:

That pursuant and subject to all of the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 240, § 80) as amended (Stats. 2022, ch. 44, § 25), Calleguas Municipal Water District General Manager or designee is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources and take such other actions necessary or appropriate to obtain grant funding.

The Calleguas Municipal Water District General Manager or designee is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.

The Calleguas Municipal Water District General Manager or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

ADOPTED, SIGNED AND APPROVED this sixteenth day of November, 2022.



Steve Blois, President
Board of Directors

RES. NO. 2058

I HEREBY CERTIFY that the foregoing Resolution was adopted at a meeting of the Board of Directors of Calleguas Municipal Water District held on November 16, 2022.

ATTEST:



Raul Avila, Secretary
Board of Directors

(SEAL)

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source
 - Report number
- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

If applicable, groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at:

https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

EXHIBIT H

STATE AUDIT DOCUMENT REQUIREMENTS AND COST SHARE REQUIREMENTS FOR THE GRANTEE

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

EXHIBIT I

LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS). LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

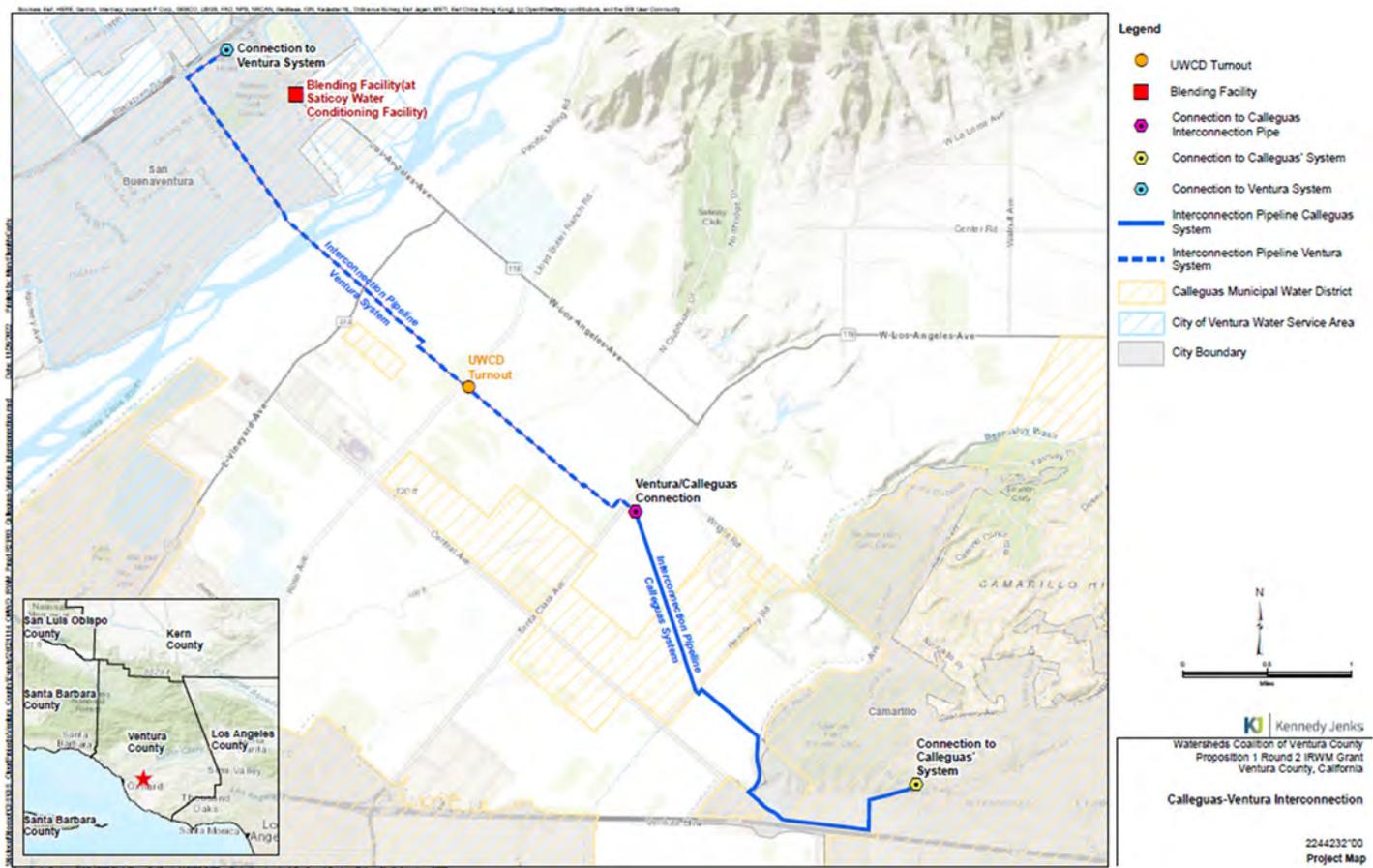
Local Project Sponsor Agency Designation

Sponsored Project:1: Calleguas-Ventura Interconnection

Sponsor Agency: Calleguas Municipal Water District

Agency Address: 2100 E. Olsen Road, Thousand Oaks, California 91360

Project Location: Camarillo and unincorporated Ventura County, California (34.265556, -119.144167)



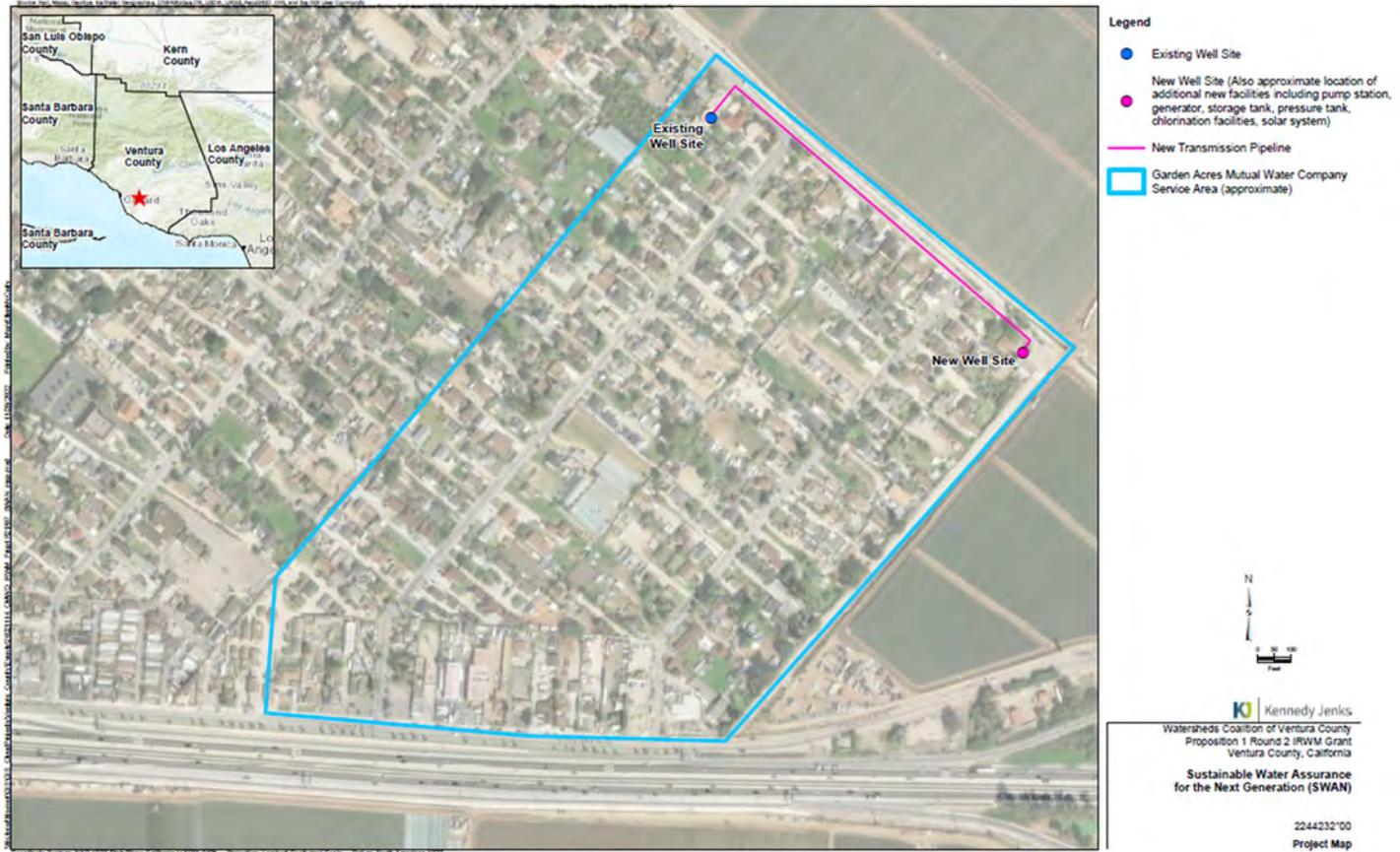
Local Project Sponsor Agency Designation

Sponsored: Project 2: Garden Acres Mutual Water Company Backup Well

Sponsor Agency: Garden Acres Mutual Water Company

Agency Address: 3701 Orange Drive, Oxnard, CA 93036

Project Location: 3802 Almond Drive, Oxnard, California 93036 (34.225833, -119.128333)



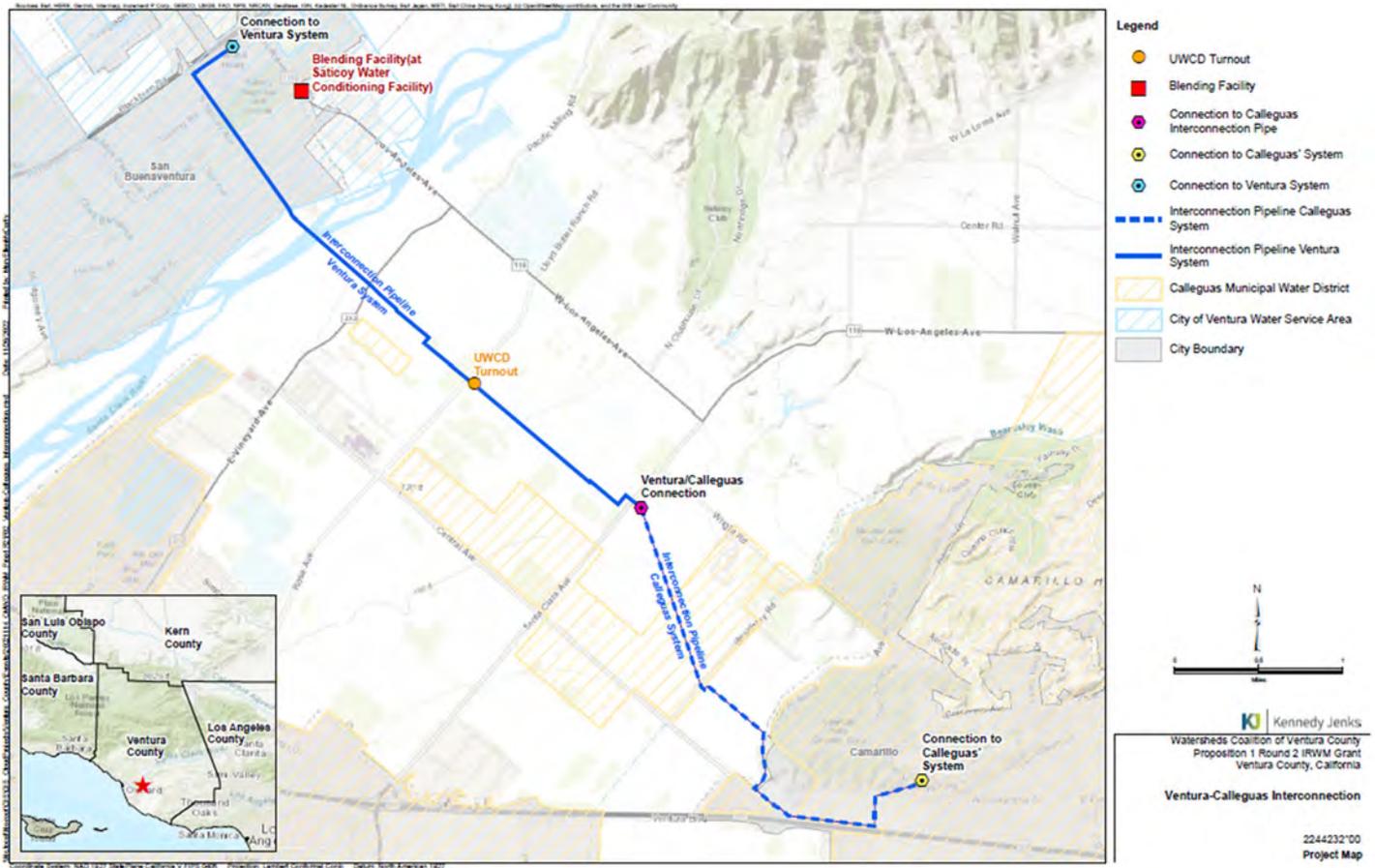
Local Project Sponsor Agency Designation

Sponsored: Project 3: Ventura-Calleguas Interconnection

Sponsor Agency: City of Ventura

Agency Address: 336 Sanjon Rd, Ventura, CA 93001

Project Location: Ventura and unincorporated Ventura County, California
(34.265556, -119.144167)



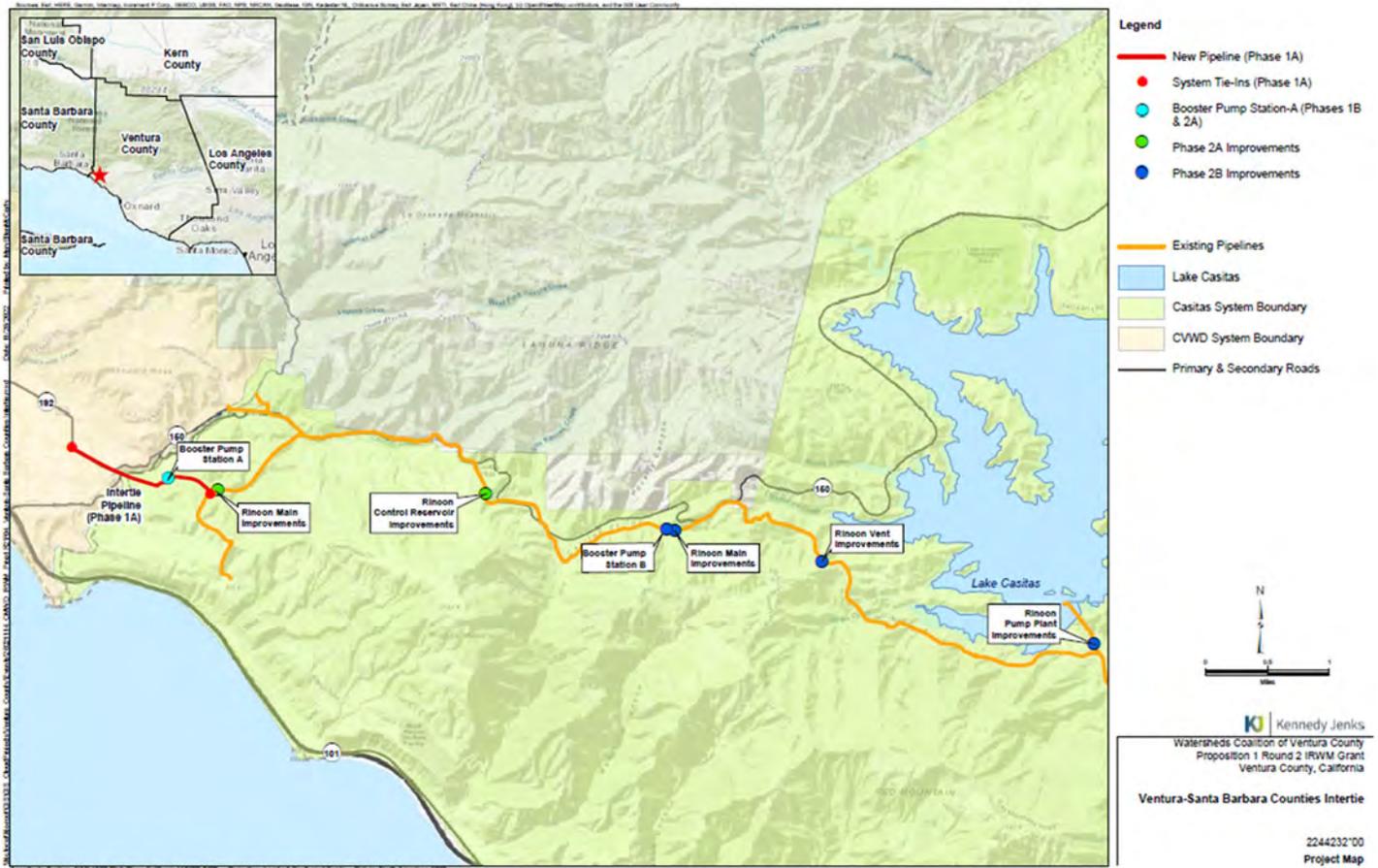
Local Project Sponsor Agency Designation

Sponsored: Project 4: Ventura – Santa Barbara Counties Intertie

Sponsor Agency: Casitas Municipal Water District

Agency Address: 1055 N Ventura Ave, Oak View, CA 93022

Project Location: Unincorporated Ventura County, California
(34.387772, -119.467158)



Local Project Sponsor Agency Designation

Sponsored: Project 5: Groundwater Recharge Capacity Expansion (Ferro-Rose Recharge)

Sponsor Agency: United Water Conservation District

Agency Address: 1701 Lombard St, Oxnard, CA 93030

Project Location: Unincorporated Ventura County, California
(34.266389, -119.15)



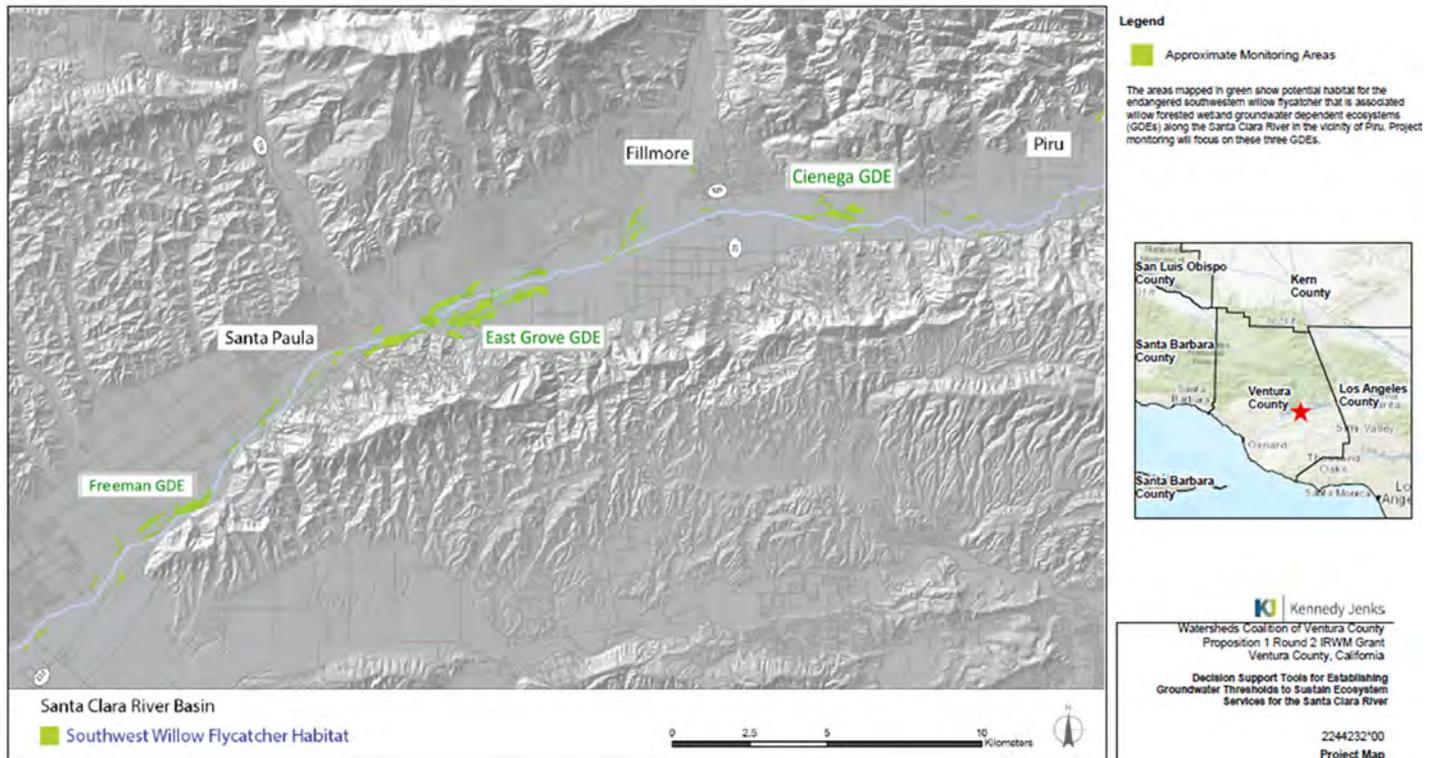
Local Project Sponsor Agency Designation

Sponsored: Project 6: Decision Support Tools for Establishing Groundwater Thresholds to Sustain Ecosystem Services for the Santa Clara River

Sponsor Agency: University of California Santa Barbara

Agency Address: Santa Barbara, CA 93106

Project Location: City of Santa Paula and unincorporated Ventura County, California
(34.360556, -119.014444)



Local Project Sponsor Agency Designation

Sponsored Project 7: Nyeland Avenue 8-inch Mainline

Sponsor Agency: Nyeland Acres Mutual Water Company

Agency Address: 3190 Santa Clara Ave, P.O. Box 5605, Oxnard, CA, 93036

Project Location: Unincorporated Ventura County, outside Limits of City of Oxnard, California
(34.22374732607412, -119.13728442620035)

Nyeland Acres Mutual Water Company

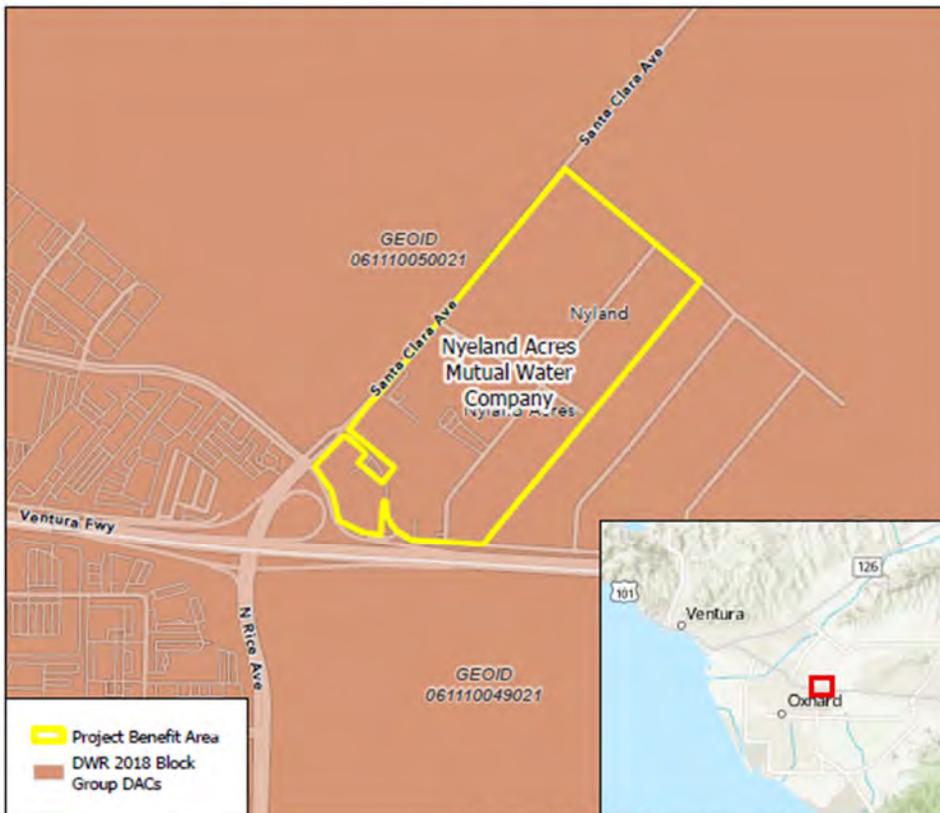


EXHIBIT J

APPRAISAL SPECIFICATIONS

For property acquisitions funded by this Grant Agreement, the Grantee shall submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. This information should be submitted at least 90 days prior to a reimbursement request to account for review time. All appraisal reports, regardless of report format, shall include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be a narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedure, § 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three (3) year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.

14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).
16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data shall include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel shall be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.

25. In-depth discussion of comparable properties, similarities and differences compared to the subject property, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties shall include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
 - a. For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
 - b. For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.
 - c. For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements shall be segregated from the land value.
27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber shall be completed by a credentialed subject matter specialist.
30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
31. Implied dedication statement.
32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
33. Discussion of any departures taken in the development of the appraisal.

34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
35. If applicable, in addition to the above, appraisals of telecommunication sites shall also provide:
 - a. A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
 - b. An analysis of other leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities, access, and road maintenance costs.

EXHIBIT K

INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

The Grantee shall provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents shall be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (i.e., Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

EXHIBIT L

PROJECT MONITORING PLAN GUIDANCE

Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

EXHIBIT M

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be “Direct Costs” and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A “fully-burdened labor rate” can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
 - Non-project specific personnel and accounting services performed within the Grantee or an LPS’ organization
 - Generic markup
 - Tuition
 - Conference fees
 - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be “burdened”; the burdened rate must be consistent with the Grantee’s/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter.

**PROPOSITION 1 ROUND 2
INTEGRATED REGIONAL WATER MANAGEMENT
IMPLEMENTATION SUBGRANT AGREEMENT
BETWEEN CALLEGUAS MUNICIPAL WATER DISTRICT AND
GARDEN ACRES MUTUAL WATER COMPANY**

This Proposition 1 Round 2 Integrated Regional Water Management Implementation Subgrant Agreement (“Subagreement”) is made and entered into this _____ day of _____, 2023, between the Calleguas Municipal Water District (hereinafter called “Calleguas”) and the Garden Acres Mutual Water Company (hereinafter called “Subgrantee”) (each individually a “Party” and collectively “The Parties”), regarding the approved Proposition 1 Round 2 Integrated Regional Water Management Implementation Grant funded project component known as Garden Acres Mutual Water Company Backup Well.

RECITALS

WHEREAS the Watersheds Coalition of Ventura County (“WCVC”) has approved an Integrated Regional Water Management Plan (“IRWM Plan”) for Ventura County; and

WHEREAS Calleguas is a member of the WCVC and has submitted a grant application on behalf of WCVC to the California State Department of Water Resources (“State”) for a Proposition 1 Round 2 Integrated Regional Water Management Implementation Grant (“Grant”); and

WHEREAS the Grant is for 6 component water enhancement projects throughout Ventura County, as specified in the IRWM Plan, to be carried out by various eligible entities, as well as grant administration; and

WHEREAS, the State has approved the Grant application and requires that an

agreement be entered into with a single eligible Grant recipient that is a member of the WCVC (“Grant Agreement”);

WHEREAS, Calleguas is a member of the WCVC, is a single eligible grant recipient, and is willing to: enter into the Grant Agreement with the State; enter into subgrant agreements with project proponents for State-approved project components in the IRWM Plan and Grant application; and to act, with the assistance of a contractor, as the administrator of the Grant;

WHEREAS, Subgrantee has requested that Calleguas perform the function of grantee under the Grant;

WHEREAS, Subgrantee wishes to carry out the approved Grant project component known as Garden Acres Mutual Water Company Backup Well (“The Project Component”) and consents to implementing The Project Component through this Subagreement with Calleguas.

WHEREAS, Subgrantee is willing to pay its share of Calleguas’ costs in administering the Grant; and

WHEREAS, Subgrantee is willing to meet all requirements under the Grant Agreement for The Project Component, including providing matching funds or in-kind match activities;

WHEREAS, Calleguas and Subgrantee have previously also entered into an “Urban Community Drought Relief Grant Subgrant Agreement” and this Subagreement is entered into solely for the purposes set forth herein and does not replace or supersede the “Urban

Community Drought Relief Grant Subgrant Agreement” which remains valid and in full force and effect.

TERMS

Based on the foregoing recitals, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IT IS MUTUALLY AGREED BY THE PARTIES THAT:

1. Calleguas shall act as grantee under the Proposition 1 Round 2 Integrated Regional Water Management Implementation Grant Program and shall, as an eligible Grant recipient, enter into the Grant Agreement with the State to implement approved project components in the IRWM Plan for Ventura County and to administer Grant requirements. Calleguas may, in its sole and absolute discretion, contract with third parties for the administrative services called for in the Grant Agreement. A true and correct copy of the Grant Agreement is attached to this Subagreement as Exhibit “1,” and is incorporated herein by this reference. Wherever this Subagreement refers to the Grant Agreement, it shall mean the Grant Agreement attached hereto as Exhibit “1” and any amendment or modification thereof.

2. Calleguas shall reimburse Grant funds to Subgrantee for work on The Project Component for activities completed in accordance with the terms of the Grant Agreement, but only upon receipt of Grant funds for that work from the State. Notwithstanding the foregoing, to the extent that Subgrantee is eligible for advanced payment under the Grant Agreement, and complies with advanced payment requirements, Calleguas shall administer advanced payments as required under the Grant Agreement.

3. Calleguas shall timely submit to the State invoices, reports, and assurances prepared by, and received from, Subgrantee to fulfill the accounting, reporting and other requirements in the Grant Agreement for The Project Component.

4. Calleguas shall maintain accounts for The Project Component in accordance with the Grant Agreement.

5. a) Subgrantee shall carry out, build, and/or perform and operate and maintain The Project Component in accordance with all requirements for The Project Component set forth in the Grant Agreement. Subgrantee shall fulfill all assurances, declarations, representations, and commitments made by Subgrantee in support of Subgrantee's request for Grant funds. Subgrantee shall meet all requirements and limitations of the Grant Agreement for The Project Component and specifically agrees to assume and discharge all duties and requirements imposed under the Grant Agreement for The Project Component.

b) Subgrantee shall immediately provide notice to Calleguas' representative in the event Subgrantee wishes to alter the schedule, materials, methods, or deliverables related to The Project Component as set forth in and/or required by the Grant Agreement. Calleguas shall timely forward Subgrantee's request for alteration to the State for its consideration.

c) As Calleguas is acting as grantee under the Grant Agreement, Subgrantee's questions and other communications related to the Grant Agreement or performance of work under the Grant Agreement shall be directed to Calleguas' representatives for transmittal to, and resolution with, the State.

6. a) Subgrantee shall pay or cause to be paid and provide all required Grant

matching funds or in-kind matching services for The Project Component and shall provide all necessary environmental review and obtain all required permits for The Project Component.

b) Calleguas and Subgrantee agree that the initial budget for The Project Component is:

Proposition 1 Round 2 IRWM Implementation Grant	Match
\$1,805,000	\$0

This budget may be adjusted in accordance with the Grant Agreement.

7. To the fullest extent permitted by law, Subgrantee shall defend, indemnify, and hold Calleguas, its officers, employees, and agents, free and harmless from any and all claims, costs, damages, investigations, arbitrations, lawsuits, and expenses, including attorney's fees, judgments, awards or liabilities arising out of this Subagreement, Subgrantee's work on The Project Component, and any failure to discharge any duties or requirements of The Project Component required under the Grant Agreement.

8. The estimated portion of grant administration costs for which Subgrantee shall be responsible and shall pay to Calleguas is \$31,721. This estimate of grant administration cost is for planning purposes only and does not represent a not-to-exceed amount. Actual grant administration costs will be dependent on the level of grant administration required by the Subgrantee, including the duration of The Project Component. Calleguas may, in its sole discretion, utilize these monies to engage a contractor to assist in the performance of administrative services. Payments shall be made in installments. Calleguas shall bill the Subgrantee for its share of the previous fiscal year's

actual grant administration costs within 60 days of the end of the fiscal year. Subgrantee shall pay the invoice within 60 days of receipt.

9. In accordance with the “Grantee’s Responsibility” provision of the Grant Agreement between the State and Calleguas, The Parties agree that Subgrantee shall comply with all applicable laws, policies and regulations in carrying out this Subagreement and The Project Component.

10. Subgrantee guarantees that all monies it receives for The Project Component from the State under the Grant Agreement shall solely and exclusively be used for the purposes set out in this Subagreement for The Project Component. Calleguas shall not be responsible for any money paid out as a result of fraud, forgery, or misrepresentation.

11. Calleguas shall have no responsibility for maintenance of The Project Component.

12. By entering into this Subagreement and acting as the Grant administrator, Calleguas is only acting as a conduit: 1) for transfer of Grant monies to Subgrantee for The Project Component in furtherance of the Grant Agreement and 2) for the transmission of required invoices, reports, financial information and State disclosure assurances and other information required by the Grant Agreement to be transmitted from the Subgrantee to the State. Calleguas is not acting as a surety. This Subagreement is not a performance, payment, completion, or labor and materials bond. Calleguas does not guarantee or warrant that construction of The Project Component will proceed or be completed, or that the Grant funds for The Project Component will be sufficient to meet incurred expenses. Calleguas does not guarantee or warrant the plans and specifications for The Project Component.

Calleguas does not guarantee or warrant any estimated construction costs or budgets set forth in either the Grant application or Grant Agreement. Calleguas shall have no responsibility for any aspect of bidding and the selection of contractors and subcontractors to perform any aspect of the work of The Project Component under this Agreement.

13. Calleguas does not guarantee or warrant that it will pay any invoice submitted by Subgrantee until monies for approved invoices have actually been transmitted by the State to Calleguas. Calleguas will have no duty, or responsibility to pay any invoice submitted by Subgrantee unless and until it receives monies from the State, which receipt of monies is a condition precedent to the payment of any invoice from Subgrantee. Calleguas assumes no liability to any entity, including, but not limited to, Subgrantee, and any contractors and subcontractors on The Project Component for any delays by the State in approval or transmittal of Grant monies to Calleguas.

14. The Parties agree that if Subgrantee abandons carrying out The Project Component or fails to cure any breach of this Subagreement within 30 days of receipt of Notice of Breach from Calleguas or within such time as otherwise agreed to in writing by the Parties, then Calleguas may, in its sole discretion, serve written notice to Subgrantee that Calleguas intends to terminate this Subagreement and thereafter in its sole discretion terminate this Subagreement.

15. It is agreed by The Parties that: (a) if any applicable Federal or State budget act of the current year and/or any subsequent years does not appropriate sufficient funds for the Grant, or (b) if the State otherwise exercises its right to withhold Grant funding for The Project Component, then this Subagreement shall be of no force and effect and shall

terminate if the Grant Agreement is canceled by the State. In such event, except for those monies already received from State and approved for payment for work on The Project Component, Calleguas shall have no liability to transmit any monies for work on The Project Component to Subgrantee. Subgrantee agrees to defend, indemnify, and hold Calleguas harmless from any claims asserted against Calleguas by any entity in the event that the applicable Federal or State budget act does not appropriate sufficient funds for The Project Component.

16. Calleguas shall not be responsible for securing insurance protection against loss or damage to The Project Component and any pre-purchased materials from any source, including, but not limited to the following: fire, earthquake, vandalism, and theft. Neither is Calleguas liable for any loss or damage resulting from the failure to secure any such insurance. Subgrantee shall provide all insurance required for The Project Component required by the Grant Agreement.

17. Upon completion of construction or performance of The Project Component or termination of this Subagreement, Calleguas shall disburse to Subgrantee any remaining sums of money in the account approved by the State for payment to Subgrantee, which have not already been disbursed by Calleguas to Subgrantee.

18. Subgrantee shall proceed with all reasonable diligence in: (i) the commencement and completion of The Project Component; (ii) submission of written reports, financial information, insurance, bonds, and assurances required by the Grant Agreement for The Project Component; and (iii) submittal of requests for payment fully compliant with the Grant Agreement and accompanied by written verification under

penalty of perjury that the request for payment is truthful and accurate and the described costs have all been incurred solely for The Project Component.

19. Calleguas shall not be obligated to recognize any assignment of this Subagreement by Subgrantee to any third party, except as agreed to in writing by both Calleguas and Subgrantee. Any assignment of this Subagreement that is not approved in writing by Calleguas will be of no force and effect.

20. Should any provision of this Subagreement be found invalid, such invalidity shall not, in any way, affect the remaining provisions of this Subagreement.

21. This Subagreement is only for the benefit of The Parties and not for the benefit of any third party, other than the State.

22. The signature of Michael L. Barber, President; Mary Anne Rooney, Treasurer; or Jacki Lowe, Secretary on the requests for payment to Calleguas submitted by Subgrantee shall conclusively and finally establish the right of Calleguas to draw checks as so requested, subject to Calleguas' performance of its responsibilities as Grantee pursuant to the Grant Agreement, and subject to the State's transmittal of Grant monies to Calleguas for The Project Component. Changes to this Subagreement whereby additional individuals are authorized to sign requests for payment shall be accomplished by written notice from Subgrantee to Calleguas.

23. Nothing in this Agreement shall create any contractual relationship between any contractor or subcontractor of Subgrantee and Calleguas. Subgrantee agrees to be fully responsible for the acts and omissions of its contractors and subcontractors and persons either directly or indirectly employed by them as it is for the acts and omissions of persons

directly employed by Subgrantee. Subgrantee's obligation to pay its contractors and subcontractors is independent of the obligation of the State to transmit monies to Calleguas and any obligation of Calleguas under this Subagreement to transmit monies to Subgrantee. Calleguas shall have no obligations to pay monies to any contractor or subcontractor of Subgrantee.

24. Subgrantee agrees that, at Subgrantee's sole expense, Subgrantee shall ensure that Calleguas, and its Board, officers, consultants, employees, and agents, shall be named as additional insureds, and insured in the same amount as Subgrantee, on all insurance policies which Subgrantee is required to obtain pursuant to the Grant Agreement. Subgrantee agrees to provide Calleguas with written documentation demonstrating compliance with the additional insured requirements of this Subagreement for all insurance policies which Subgrantee is required to obtain pursuant to the grant agreement.

25. Except as otherwise provided herein, the term of this Subagreement shall be the same as, and coincide with, the term of the Grant Agreement.

26. This Subagreement shall terminate upon the earlier of: (i) completion of all obligations under the Subagreement; or (ii) termination of the Subagreement by Calleguas due to breach as set forth in Paragraph 14.

27. For three years after completion of The Project Component or as otherwise specifically required by the Grant Agreement, Calleguas and Subgrantee shall retain a copy of records of: (i) deposits into, and disbursements from, accounts for The Project Component; and (ii) requests for payment from Subgrantee. Upon prior written request, Calleguas and Subgrantee shall provide access to inspect such records during normal

business hours upon request.

28. Each of The Parties represents and warrants that each person signing this Subagreement on behalf of any of The Parties, has legal authority to sign this Subagreement, and bind that Party, and has been authorized to sign this Subagreement, if such specific authorization is required.

29. Notice pursuant to this Subagreement shall be sent by United States mail and by email transmission to the following representatives for The Parties:

SUBGRANTEE:

Garden Acres Mutual Water Company
Michael L. Barber
3701 Orange Drive
Oxnard, CA 93036
GardenAcresMgr@gmail.com

CALLEGUAS:

Calleguas Municipal Water District
ATTN: Kristine McCaffrey
2100 E. Olsen Rd.
Thousand Oaks CA 91360
kmccaffrey@calleguas.com

The Parties may change the representatives designated in this Subagreement upon written notice to the other Party.

30. This Subagreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California. Venue for any action, claim, dispute or proceeding arising from or related to this Subagreement shall be in the County of Ventura, unless as otherwise specifically required by the Grant Agreement.

31. This Subagreement has been equally drafted and/or negotiated by and

between The Parties hereto and shall not be construed against any Party as the drafting Party.

32. This Subagreement is an integrated agreement and represents the entire agreement of The Parties concerning the subject matter(s) set forth herein. Any prior or contemporaneous agreements, representations or understandings between The Parties – express or implied – regarding the subject matter of this Subagreement are of no force and effect.

32. This Subagreement will be considered binding and effective when it has been fully executed by The Parties.

Wherefore, having read the foregoing and having understood and agreed to the terms of this Subagreement, The Parties voluntarily affix their signatures below.

Kristine McCaffrey, Deputy General Manager
on behalf of CALLEGUAS

Michael L. Barber, President on behalf of the
SUBGRANTEE

**PROPOSITION 1 ROUND 2
INTEGRATED REGIONAL WATER MANAGEMENT
IMPLEMENTATION SUBGRANT AGREEMENT
BETWEEN CALLEGUAS MUNICIPAL WATER DISTRICT AND
CITY OF SAN BUENAVENTURA**

This Proposition 1 Round 2 Integrated Regional Water Management Implementation Subgrant Agreement (“Subagreement”) is made and entered into this _____ day of _____, 2023, between the Calleguas Municipal Water District (hereinafter called “Calleguas”) and the City of San Buenaventura (hereinafter called “Subgrantee”) (each individually a “Party” and collectively “The Parties”), regarding the approved Proposition 1 Round 2 Integrated Regional Water Management Implementation Grant funded project component known as Ventura-Calleguas Interconnection.

RECITALS

WHEREAS the Watersheds Coalition of Ventura County (“WCVC”) has approved an Integrated Regional Water Management Plan (“IRWM Plan”) for Ventura County; and

WHEREAS Calleguas is a member of the WCVC and has submitted a grant application on behalf of WCVC to the California State Department of Water Resources (“State”) for a Proposition 1 Round 2 Integrated Regional Water Management Implementation Grant (“Grant”); and

WHEREAS the Grant is for 6 component water enhancement projects throughout Ventura County, as specified in the IRWM Plan, to be carried out by various eligible entities, as well as grant administration; and

WHEREAS, the State has approved the Grant application and requires that an agreement be entered into with a single eligible Grant recipient that is a member of the

WCVC (“Grant Agreement”);

WHEREAS, Calleguas is a member of the WCVC, is a single eligible grant recipient, and is willing to: enter into the Grant Agreement with the State; enter into subgrant agreements with project proponents for State-approved project components in the IRWM Plan and Grant application; and to act, with the assistance of a contractor, as the administrator of the Grant;

WHEREAS, Subgrantee has requested that Calleguas perform the function of grantee under the Grant;

WHEREAS, Subgrantee wishes to carry out the approved Grant project component known as Ventura-Calleguas Interconnection (“The Project Component”) and consents to implementing The Project Component through this Subagreement with Calleguas.

WHEREAS, Subgrantee is willing to pay its share of Calleguas’ costs in administering the Grant; and

WHEREAS, Subgrantee is willing to meet all requirements under the Grant Agreement for The Project Component, including providing matching funds or in-kind match activities.

TERMS

Based on the foregoing recitals, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IT IS MUTUALLY AGREED BY THE PARTIES THAT:

1. Calleguas shall act as grantee under the Proposition 1 Round 2 Integrated Regional Water Management Implementation Grant Program and shall, as an eligible

Grant recipient, enter into the Grant Agreement with the State to implement approved project components in the IRWM Plan for Ventura County and to administer Grant requirements. Calleguas may, in its sole and absolute discretion, contract with third parties for the administrative services called for in the Grant Agreement. A true and correct copy of the Grant Agreement is attached to this Subagreement as Exhibit “1,” and is incorporated herein by this reference. Wherever this Subagreement refers to the Grant Agreement, it shall mean the Grant Agreement attached hereto as Exhibit “1” and any amendment or modification thereof.

2. Calleguas shall reimburse Grant funds to Subgrantee for work on The Project Component for activities completed in accordance with the terms of the Grant Agreement, but only upon receipt of Grant funds for that work from the State. Notwithstanding the foregoing, to the extent that Subgrantee is eligible for advanced payment under the Grant Agreement, and complies with advanced payment requirements, Calleguas shall administer advanced payments as required under the Grant Agreement.

3. Calleguas shall timely submit to the State invoices, reports, and assurances prepared by, and received from, Subgrantee to fulfill the accounting, reporting and other requirements in the Grant Agreement for The Project Component.

4. Calleguas shall maintain accounts for The Project Component in accordance with the Grant Agreement.

5. a) Subgrantee shall carry out, build, and/or perform and operate and maintain The Project Component in accordance with all requirements for The Project Component set forth in the Grant Agreement. Subgrantee shall fulfill all assurances, declarations,

representations, and commitments made by Subgrantee in support of Subgrantee's request for Grant funds. Subgrantee shall meet all requirements and limitations of the Grant Agreement for The Project Component and specifically agrees to assume and discharge all duties and requirements imposed under the Grant Agreement for The Project Component.

b) Subgrantee shall immediately provide notice to Calleguas' representative in the event Subgrantee wishes to alter the schedule, materials, methods, or deliverables related to The Project Component as set forth in and/or required by the Grant Agreement. Calleguas shall timely forward Subgrantee's request for alteration to the State for its consideration.

c) As Calleguas is acting as grantee under the Grant Agreement, Subgrantee's questions and other communications related to the Grant Agreement or performance of work under the Grant Agreement shall be directed to Calleguas' representatives for transmittal to, and resolution with, the State.

6. a) Subgrantee shall pay or cause to be paid and provide all required Grant matching funds or in-kind matching services for The Project Component and shall provide all necessary environmental review and obtain all required permits for The Project Component.

b) Calleguas and Subgrantee agree that the initial budget for The Project Component is:

Proposition 1 Round 2 IRWM Implementation Grant	Match
\$2,515,908	\$25,097,500

This budget may be adjusted in accordance with the Grant Agreement.

7. To the fullest extent permitted by law, Subgrantee shall defend, indemnify, and hold Calleguas, its officers, employees, and agents, free and harmless from any and all claims, costs, damages, investigations, arbitrations, lawsuits, and expenses, including attorney's fees, judgments, awards or liabilities arising out of this Subagreement, Subgrantee's work on The Project Component, and any failure to discharge any duties or requirements of The Project Component required under the Grant Agreement.

8. The estimated portion of grant administration costs for which Subgrantee shall be responsible and shall pay to Calleguas is \$51,925. This estimate of grant administration cost is for planning purposes only and does not represent a not-to-exceed amount. Actual grant administration costs will be dependent on the level of grant administration required by the Subgrantee, including the duration of The Project Component. Calleguas may, in its sole discretion, utilize these monies to engage a contractor to assist in the performance of administrative services. Payments shall be made in installments. Calleguas shall bill the Subgrantee for its share of the previous fiscal year's actual grant administration costs within 60 days of the end of the fiscal year. Subgrantee shall pay the invoice within 60 days of receipt.

9. In accordance with the "Grantee's Responsibility" provision of the Grant Agreement between the State and Calleguas, The Parties agree that Subgrantee shall comply with all applicable laws, policies and regulations in carrying out this Subagreement and The Project Component.

10. Subgrantee guarantees that all monies it receives for The Project Component from the State under the Grant Agreement shall solely and exclusively be used for the

purposes set out in this Subagreement for The Project Component. Calleguas shall not be responsible for any money paid out as a result of fraud, forgery, or misrepresentation.

11. Calleguas shall have no responsibility for maintenance of The Project Component.

12. By entering into this Subagreement and acting as the Grant administrator, Calleguas is only acting as a conduit: 1) for transfer of Grant monies to Subgrantee for The Project Component in furtherance of the Grant Agreement and 2) for the transmission of required invoices, reports, financial information and State disclosure assurances and other information required by the Grant Agreement to be transmitted from the Subgrantee to the State. Calleguas is not acting as a surety. This Subagreement is not a performance, payment, completion, or labor and materials bond. Calleguas does not guarantee or warrant that construction of The Project Component will proceed or be completed, or that the Grant funds for The Project Component will be sufficient to meet incurred expenses. Calleguas does not guarantee or warrant the plans and specifications for The Project Component. Calleguas does not guarantee or warrant any estimated construction costs or budgets set forth in either the Grant application or Grant Agreement. Calleguas shall have no responsibility for any aspect of bidding and the selection of contractors and subcontractors to perform any aspect of the work of The Project Component under this Agreement.

13. Calleguas does not guarantee or warrant that it will pay any invoice submitted by Subgrantee until monies for approved invoices have actually been transmitted by the State to Calleguas. Calleguas will have no duty, or responsibility to pay any invoice submitted by Subgrantee unless and until it receives monies from the State, which receipt

of monies is a condition precedent to the payment of any invoice from Subgrantee. Calleguas assumes no liability to any entity, including, but not limited to, Subgrantee, and any contractors and subcontractors on The Project Component for any delays by the State in approval or transmittal of Grant monies to Calleguas.

14. The Parties agree that if Subgrantee abandons carrying out The Project Component or fails to cure any breach of this Subagreement within 30 days of receipt of Notice of Breach from Calleguas or within such time as otherwise agreed to in writing by the Parties, then Calleguas may, in its sole discretion, serve written notice to Subgrantee that Calleguas intends to terminate this Subagreement and thereafter in its sole discretion terminate this Subagreement.

15. It is agreed by The Parties that: (a) if any applicable Federal or State budget act of the current year and/or any subsequent years does not appropriate sufficient funds for the Grant, or (b) if the State otherwise exercises its right to withhold Grant funding for The Project Component, then this Subagreement shall be of no force and effect and shall terminate if the Grant Agreement is canceled by the State. In such event, except for those monies already received from State and approved for payment for work on The Project Component, Calleguas shall have no liability to transmit any monies for work on The Project Component to Subgrantee. Subgrantee agrees to defend, indemnify, and hold Calleguas harmless from any claims asserted against Calleguas by any entity in the event that the applicable Federal or State budget act does not appropriate sufficient funds for The Project Component.

16. Calleguas shall not be responsible for securing insurance protection against

loss or damage to The Project Component and any pre-purchased materials from any source, including, but not limited to the following: fire, earthquake, vandalism, and theft. Neither is Calleguas liable for any loss or damage resulting from the failure to secure any such insurance. Subgrantee shall provide all insurance required for The Project Component required by the Grant Agreement.

17. Upon completion of construction or performance of The Project Component or termination of this Subagreement, Calleguas shall disburse to Subgrantee any remaining sums of money in the account approved by the State for payment to Subgrantee, which have not already been disbursed by Calleguas to Subgrantee.

18. Subgrantee shall proceed with all reasonable diligence in: (i) the commencement and completion of The Project Component; (ii) submission of written reports, financial information, insurance, bonds, and assurances required by the Grant Agreement for The Project Component; and (iii) submittal of requests for payment fully compliant with the Grant Agreement and accompanied by written verification under penalty of perjury that the request for payment is truthful and accurate and the described costs have all been incurred solely for The Project Component.

19. Calleguas shall not be obligated to recognize any assignment of this Subagreement by Subgrantee to any third party, except as agreed to in writing by both Calleguas and Subgrantee. Any assignment of this Subagreement that is not approved in writing by Calleguas will be of no force and effect.

20. Should any provision of this Subagreement be found invalid, such invalidity shall not, in any way, affect the remaining provisions of this Subagreement.

21. This Subagreement is only for the benefit of The Parties and not for the benefit of any third party, other than the State.

22. The signature of the General Manager, Assistant General Manager, or Water Resources Manager, on the requests for payment to Calleguas submitted by Subgrantee shall conclusively and finally establish the right of Calleguas to draw checks as so requested, subject to Calleguas' performance of its responsibilities as Grantee pursuant to the Grant Agreement, and subject to the State's transmittal of Grant monies to Calleguas for The Project Component. Changes to this Subagreement whereby additional individuals are authorized to sign requests for payment shall be accomplished by written notice from Subgrantee to Calleguas.

23. Nothing in this Agreement shall create any contractual relationship between any contractor or subcontractor of Subgrantee and Calleguas. Subgrantee agrees to be fully responsible for the acts and omissions of its contractors and subcontractors and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Subgrantee. Subgrantee's obligation to pay its contractors and subcontractors is independent of the obligation of the State to transmit monies to Calleguas and any obligation of Calleguas under this Subagreement to transmit monies to Subgrantee. Calleguas shall have no obligations to pay monies to any contractor or subcontractor of Subgrantee.

24. Subgrantee agrees that, at Subgrantee's sole expense, Subgrantee shall ensure that Calleguas, and its Board, officers, consultants, employees, and agents, shall be named as additional insureds, and insured in the same amount as Subgrantee, on all

insurance policies which Subgrantee is required to obtain pursuant to the Grant Agreement. Subgrantee agrees to provide Calleguas with written documentation demonstrating compliance with the additional insured requirements of this Subagreement for all insurance policies which Subgrantee is required to obtain pursuant to the grant agreement.

25. Except as otherwise provided herein, the term of this Subagreement shall be the same as, and coincide with, the term of the Grant Agreement.

26. This Subagreement shall terminate upon the earlier of: (i) completion of all obligations under the Subagreement; or (ii) termination of the Subagreement by Calleguas due to breach as set forth in Paragraph 14.

27. For three years after completion of The Project Component or as otherwise specifically required by the Grant Agreement, Calleguas and Subgrantee shall retain a copy of records of: (i) deposits into, and disbursements from, accounts for The Project Component; and (ii) requests for payment from Subgrantee. Upon prior written request, Calleguas and Subgrantee shall provide access to inspect such records during normal business hours upon request.

28. Each of The Parties represents and warrants that each person signing this Subagreement on behalf of any of The Parties, has legal authority to sign this Subagreement, and bind that Party, and has been authorized to sign this Subagreement, if such specific authorization is required.

29. Notice pursuant to this Subagreement shall be sent by United States mail and by email transmission to the following representatives for The Parties:

SUBGRANTEE:

City of San Buenaventura
ATTN: Gina Dorrington, General Manager
501 Poli St
Ventura, CA 93001
gdorrington@cityofventura.ca.gov

CALLEGUAS:

Calleguas Municipal Water District
ATTN: Kristine McCaffrey
2100 E. Olsen Rd.
Thousand Oaks CA 91360
kmccaffrey@calleguas.com

The Parties may change the representatives designated in this Subagreement upon written notice to the other Party.

30. This Subagreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California. Venue for any action, claim, dispute or proceeding arising from or related to this Subagreement shall be in the County of Ventura, unless as otherwise specifically required by the Grant Agreement.

31. This Subagreement has been equally drafted and/or negotiated by and between The Parties hereto and shall not be construed against any Party as the drafting Party.

32. This Subagreement is an integrated agreement and represents the entire agreement of The Parties concerning the subject matter(s) set forth herein. Any prior or contemporaneous agreements, representations or understandings between The Parties – express or implied – regarding the subject matter of this Subagreement are of no force and effect.

32. This Subagreement will be considered binding and effective when it has been fully executed by The Parties.

Wherefore, having read the foregoing and having understood and agreed to the terms of this Subagreement, The Parties voluntarily affix their signatures below.

Kristine McCaffrey, Deputy General Manager
on behalf of CALLEGUAS

Gina Dorrington, General Manager
on behalf of the SUBGRANTEE

**PROPOSITION 1 ROUND 2
INTEGRATED REGIONAL WATER MANAGEMENT
IMPLEMENTATION SUBGRANT AGREEMENT
BETWEEN CALLEGUAS MUNICIPAL WATER DISTRICT AND
UNIVERSITY OF CALIFORNIA SANTA BARBARA**

This Proposition 1 Round 2 Integrated Regional Water Management Implementation Subgrant Agreement (“Subagreement”) is made and entered into this _____ day of _____, 2023, between the Calleguas Municipal Water District (hereinafter called “Calleguas”) and the University of California Santa Barbara (hereinafter called “Subgrantee”) (each individually a “Party” and collectively “The Parties”), regarding the approved Proposition 1 Round 2 Integrated Regional Water Management Implementation Grant funded project component known as Decision Support Tools for Establishing Groundwater Thresholds to Sustain Ecosystem Services for the Santa Clara River.

RECITALS

WHEREAS the Watersheds Coalition of Ventura County (“WCVC”) has approved an Integrated Regional Water Management Plan (“IRWM Plan”) for Ventura County; and

WHEREAS Calleguas is a member of the WCVC and has submitted a grant application on behalf of WCVC to the California State Department of Water Resources (“State”) for a Proposition 1 Round 2 Integrated Regional Water Management Implementation Grant (“Grant”); and

WHEREAS the Grant is for 6 component water enhancement projects throughout Ventura County, as specified in the IRWM Plan, to be carried out by various eligible entities, as well as grant administration; and

WHEREAS, the State has approved the Grant application and requires that an agreement be entered into with a single eligible Grant recipient that is a member of the WCVC (“Grant Agreement”);

WHEREAS, Calleguas is a member of the WCVC, is a single eligible grant recipient, and is willing to: enter into the Grant Agreement with the State; enter into subgrant agreements with project proponents for State-approved project components in the IRWM Plan and Grant application; and to act, with the assistance of a contractor, as the administrator of the Grant;

WHEREAS, Subgrantee has requested that Calleguas perform the function of grantee under the Grant;

WHEREAS, Subgrantee wishes to carry out the approved Grant project component known as Decision Support Tools for Establishing Groundwater Thresholds to Sustain Ecosystem Services for the Santa Clara River (“The Project Component”) and consents to implementing The Project Component through this Subagreement with Calleguas.

WHEREAS, Subgrantee is willing to pay its share of Calleguas’ costs in administering the Grant; and

WHEREAS, Subgrantee is willing to meet all requirements under the Grant Agreement for The Project Component, including providing matching funds or in-kind match activities.

TERMS

Based on the foregoing recitals, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IT IS MUTUALLY AGREED BY THE

PARTIES THAT:

1. Calleguas shall act as grantee under the Proposition 1 Round 2 Integrated Regional Water Management Implementation Grant Program and shall, as an eligible Grant recipient, enter into the Grant Agreement with the State to implement approved project components in the IRWM Plan for Ventura County and to administer Grant requirements. Calleguas may, in its sole and absolute discretion, contract with third parties for the administrative services called for in the Grant Agreement. A true and correct copy of the Grant Agreement is attached to this Subagreement as Exhibit “1,” and is incorporated herein by this reference. Wherever this Subagreement refers to the Grant Agreement, it shall mean the Grant Agreement attached hereto as Exhibit “1” and any amendment or modification thereof.

2. Calleguas shall reimburse Grant funds to Subgrantee for work on The Project Component for activities completed in accordance with the terms of the Grant Agreement, but only upon receipt of Grant funds for that work from the State. Notwithstanding the foregoing, to the extent that Subgrantee is eligible for advanced payment under the Grant Agreement, and complies with advanced payment requirements, Calleguas shall administer advanced payments as required under the Grant Agreement.

3. Calleguas shall timely submit to the State invoices, reports, and assurances prepared by, and received from, Subgrantee to fulfill the accounting, reporting and other requirements in the Grant Agreement for The Project Component.

4. Calleguas shall maintain accounts for The Project Component in accordance with the Grant Agreement.

5. a) Subgrantee shall carry out, build, and/or perform and operate and maintain The Project Component in accordance with all requirements for The Project Component set forth in the Grant Agreement. Subgrantee shall fulfill all assurances, declarations, representations, and commitments made by Subgrantee in support of Subgrantee's request for Grant funds. Subgrantee shall meet all requirements and limitations of the Grant Agreement for The Project Component and specifically agrees to assume and discharge all duties and requirements imposed under the Grant Agreement for The Project Component.

b) Subgrantee shall immediately provide notice to Calleguas' representative in the event Subgrantee wishes to alter the schedule, materials, methods, or deliverables related to The Project Component as set forth in and/or required by the Grant Agreement. Calleguas shall timely forward Subgrantee's request for alteration to the State for its consideration.

c) As Calleguas is acting as grantee under the Grant Agreement, Subgrantee's questions and other communications related to the Grant Agreement or performance of work under the Grant Agreement shall be directed to Calleguas' representatives for transmittal to, and resolution with, the State.

6. a) Subgrantee shall pay or cause to be paid and provide all required Grant matching funds or in-kind matching services for The Project Component and shall provide all necessary environmental review and obtain all required permits for The Project Component.

b) Calleguas and Subgrantee agree that the initial budget for The Project

Component is:

Proposition 1 Round 2 IRWM Implementation Grant	Match
\$550,000	\$0

This budget may be adjusted in accordance with the Grant Agreement.

7. To the fullest extent permitted by law, Subgrantee shall defend, indemnify, and hold Calleguas, its officers, employees, and agents, free and harmless from any and all claims, costs, damages, investigations, arbitrations, lawsuits, and expenses, including attorney’s fees, judgments, awards or liabilities arising out of this Subagreement, Subgrantee’s work on The Project Component, and any failure to discharge any duties or requirements of The Project Component required under the Grant Agreement.

8. The estimated portion of grant administration costs for which Subgrantee shall be responsible and shall pay to Calleguas is \$29,351. This estimate of grant administration cost is for planning purposes only and does not represent a not-to-exceed amount. Actual grant administration costs will be dependent on the level of grant administration required by the Subgrantee, including the duration of The Project Component. Calleguas may, in its sole discretion, utilize these monies to engage a contractor to assist in the performance of administrative services. Payments shall be made in installments. Calleguas shall bill the Subgrantee for its share of the previous fiscal year’s actual grant administration costs within 60 days of the end of the fiscal year. Subgrantee shall pay the invoice within 60 days of receipt.

9. In accordance with the “Grantee’s Responsibility” provision of the Grant

Agreement between the State and Calleguas, The Parties agree that Subgrantee shall comply with all applicable laws, policies and regulations in carrying out this Subagreement and The Project Component.

10. Subgrantee guarantees that all monies it receives for The Project Component from the State under the Grant Agreement shall solely and exclusively be used for the purposes set out in this Subagreement for The Project Component. Calleguas shall not be responsible for any money paid out as a result of fraud, forgery, or misrepresentation.

11. Calleguas shall have no responsibility for maintenance of The Project Component.

12. By entering into this Subagreement and acting as the Grant administrator, Calleguas is only acting as a conduit: 1) for transfer of Grant monies to Subgrantee for The Project Component in furtherance of the Grant Agreement and 2) for the transmission of required invoices, reports, financial information and State disclosure assurances and other information required by the Grant Agreement to be transmitted from the Subgrantee to the State. Calleguas is not acting as a surety. This Subagreement is not a performance, payment, completion, or labor and materials bond. Calleguas does not guarantee or warrant that construction of The Project Component will proceed or be completed, or that the Grant funds for The Project Component will be sufficient to meet incurred expenses. Calleguas does not guarantee or warrant the plans and specifications for The Project Component. Calleguas does not guarantee or warrant any estimated construction costs or budgets set forth in either the Grant application or Grant Agreement. Calleguas shall have no responsibility for any aspect of bidding and the selection of contractors and subcontractors

to perform any aspect of the work of The Project Component under this Agreement.

13. Calleguas does not guarantee or warrant that it will pay any invoice submitted by Subgrantee until monies for approved invoices have actually been transmitted by the State to Calleguas. Calleguas will have no duty, or responsibility to pay any invoice submitted by Subgrantee unless and until it receives monies from the State, which receipt of monies is a condition precedent to the payment of any invoice from Subgrantee. Calleguas assumes no liability to any entity, including, but not limited to, Subgrantee, and any contractors and subcontractors on The Project Component for any delays by the State in approval or transmittal of Grant monies to Calleguas.

14. The Parties agree that if Subgrantee abandons carrying out The Project Component or fails to cure any breach of this Subagreement within 30 days of receipt of Notice of Breach from Calleguas or within such time as otherwise agreed to in writing by the Parties, then Calleguas may, in its sole discretion, serve written notice to Subgrantee that Calleguas intends to terminate this Subagreement and thereafter in its sole discretion terminate this Subagreement.

15. It is agreed by The Parties that: (a) if any applicable Federal or State budget act of the current year and/or any subsequent years does not appropriate sufficient funds for the Grant, or (b) if the State otherwise exercises its right to withhold Grant funding for The Project Component, then this Subagreement shall be of no force and effect and shall terminate if the Grant Agreement is canceled by the State. In such event, except for those monies already received from State and approved for payment for work on The Project Component, Calleguas shall have no liability to transmit any monies for work on The

Project Component to Subgrantee. Subgrantee agrees to defend, indemnify, and hold Calleguas harmless from any claims asserted against Calleguas by any entity in the event that the applicable Federal or State budget act does not appropriate sufficient funds for The Project Component.

16. Calleguas shall not be responsible for securing insurance protection against loss or damage to The Project Component and any pre-purchased materials from any source, including, but not limited to the following: fire, earthquake, vandalism, and theft. Neither is Calleguas liable for any loss or damage resulting from the failure to secure any such insurance. Subgrantee shall provide all insurance required for The Project Component required by the Grant Agreement.

17. Upon completion of construction or performance of The Project Component or termination of this Subagreement, Calleguas shall disburse to Subgrantee any remaining sums of money in the account approved by the State for payment to Subgrantee, which have not already been disbursed by Calleguas to Subgrantee.

18. Subgrantee shall proceed with all reasonable diligence in: (i) the commencement and completion of The Project Component; (ii) submission of written reports, financial information, insurance, bonds, and assurances required by the Grant Agreement for The Project Component; and (iii) submittal of requests for payment fully compliant with the Grant Agreement and accompanied by written verification under penalty of perjury that the request for payment is truthful and accurate and the described costs have all been incurred solely for The Project Component.

19. Calleguas shall not be obligated to recognize any assignment of this

Subagreement by Subgrantee to any third party, except as agreed to in writing by both Calleguas and Subgrantee. Any assignment of this Subagreement that is not approved in writing by Calleguas will be of no force and effect.

20. Should any provision of this Subagreement be found invalid, such invalidity shall not, in any way, affect the remaining provisions of this Subagreement.

21. This Subagreement is only for the benefit of The Parties and not for the benefit of any third party, other than the State.

22. The signature of Tyler Clark, Manager, Extramural Funds, or Pam Cabrera, Assistant Manager, Extramural Funds, on the requests for payment to Calleguas submitted by Subgrantee shall conclusively and finally establish the right of Calleguas to draw checks as so requested, subject to Calleguas' performance of its responsibilities as Grantee pursuant to the Grant Agreement, and subject to the State's transmittal of Grant monies to Calleguas for The Project Component. Changes to this Subagreement whereby additional individuals are authorized to sign requests for payment shall be accomplished by written notice from Subgrantee to Calleguas.

23. Nothing in this Agreement shall create any contractual relationship between any contractor or subcontractor of Subgrantee and Calleguas. Subgrantee agrees to be fully responsible for the acts and omissions of its contractors and subcontractors and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Subgrantee. Subgrantee's obligation to pay its contractors and subcontractors is independent of the obligation of the State to transmit monies to Calleguas and any obligation of Calleguas under this Subagreement to transmit monies to Subgrantee.

Calleguas shall have no obligations to pay monies to any contractor or subcontractor of Subgrantee.

24. Subgrantee agrees that, at Subgrantee's sole expense, Subgrantee shall ensure that Calleguas, and its Board, officers, consultants, employees, and agents, shall be named as additional insureds, and insured in the same amount as Subgrantee, on all insurance policies which Subgrantee is required to obtain pursuant to the Grant Agreement. Subgrantee agrees to provide Calleguas with written documentation demonstrating compliance with the additional insured requirements of this Subagreement for all insurance policies which Subgrantee is required to obtain pursuant to the grant agreement.

25. Except as otherwise provided herein, the term of this Subagreement shall be the same as, and coincide with, the term of the Grant Agreement.

26. This Subagreement shall terminate upon the earlier of: (i) completion of all obligations under the Subagreement; or (ii) termination of the Subagreement by Calleguas due to breach as set forth in Paragraph 14.

27. For three years after completion of The Project Component or as otherwise specifically required by the Grant Agreement, Calleguas and Subgrantee shall retain a copy of records of: (i) deposits into, and disbursements from, accounts for The Project Component; and (ii) requests for payment from Subgrantee. Upon prior written request, Calleguas and Subgrantee shall provide access to inspect such records during normal business hours upon request.

28. Each of The Parties represents and warrants that each person signing this Subagreement on behalf of any of The Parties, has legal authority to sign this

Subagreement, and bind that Party, and has been authorized to sign this Subagreement, if such specific authorization is required.

29. Notice pursuant to this Subagreement shall be sent by United States mail and by email transmission to the following representatives for The Parties:

SUBGRANTEE:

Luisa Velez, Financial Manager
Marine Sciences Institute - Univ of Calif
Santa Barbara, CA 93106-6150

CALLEGUAS:

Calleguas Municipal Water District
ATTN: Kristine McCaffrey
2100 E. Olsen Rd.
Thousand Oaks CA 91360
kmccaffrey@calleguas.com

The Parties may change the representatives designated in this Subagreement upon written notice to the other Party.

30. This Subagreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California. Venue for any action, claim, dispute or proceeding arising from or related to this Subagreement shall be in the County of Ventura, unless as otherwise specifically required by the Grant Agreement.

31. This Subagreement has been equally drafted and/or negotiated by and between The Parties hereto and shall not be construed against any Party as the drafting Party.

32. This Subagreement is an integrated agreement and represents the entire agreement of The Parties concerning the subject matter(s) set forth herein. Any prior or

contemporaneous agreements, representations or understandings between The Parties – express or implied – regarding the subject matter of this Subagreement are of no force and effect.

32. This Subagreement will be considered binding and effective when it has been fully executed by The Parties.

Wherefore, having read the foregoing and having understood and agreed to the terms of this Subagreement, The Parties voluntarily affix their signatures below.

Kristine McCaffrey, Deputy General Manager
on behalf of CALLEGUAS

Name and Title
on behalf of the SUBGRANTEE

**PROPOSITION 1 ROUND 2
INTEGRATED REGIONAL WATER MANAGEMENT
IMPLEMENTATION SUBGRANT AGREEMENT
BETWEEN CALLEGUAS MUNICIPAL WATER DISTRICT AND
UNITED WATER CONSERVATION DISTRICT**

This Proposition 1 Round 2 Integrated Regional Water Management Implementation Subgrant Agreement (“Subagreement”) is made and entered into this _____ day of _____, 2023, between the Calleguas Municipal Water District (hereinafter called “Calleguas”) and the United Water Conservation District (hereinafter called “Subgrantee”) (each individually a “Party” and collectively “The Parties”), regarding the approved Proposition 1 Round 2 Integrated Regional Water Management Implementation Grant funded project component known as Groundwater Recharge Capacity Expansion (Ferro-Rose Recharge).

RECITALS

WHEREAS the Watersheds Coalition of Ventura County (“WCVC”) has approved an Integrated Regional Water Management Plan (“IRWM Plan”) for Ventura County; and

WHEREAS Calleguas is a member of the WCVC and has submitted a grant application on behalf of WCVC to the California State Department of Water Resources (“State”) for a Proposition 1 Round 2 Integrated Regional Water Management Implementation Grant (“Grant”); and

WHEREAS the Grant is for 6 component water enhancement projects throughout Ventura County, as specified in the IRWM Plan, to be carried out by various eligible entities, as well as grant administration; and

WHEREAS, the State has approved the Grant application and requires that an

agreement be entered into with a single eligible Grant recipient that is a member of the WCVC (“Grant Agreement”);

WHEREAS, Calleguas is a member of the WCVC, is a single eligible grant recipient, and is willing to: enter into the Grant Agreement with the State; enter into subgrant agreements with project proponents for State-approved project components in the IRWM Plan and Grant application; and to act, with the assistance of a contractor, as the administrator of the Grant;

WHEREAS, Subgrantee has requested that Calleguas perform the function of grantee under the Grant;

WHEREAS, Subgrantee wishes to carry out the approved Grant project component known as Groundwater Recharge Capacity Expansion (Ferro-Rose Recharge) (“The Project Component”) and consents to implementing The Project Component through this Subagreement with Calleguas.

WHEREAS, Subgrantee is willing to pay its share of Calleguas’ costs in administering the Grant; and

WHEREAS, Subgrantee is willing to meet all requirements under the Grant Agreement for The Project Component, including providing matching funds or in-kind match activities.

TERMS

Based on the foregoing recitals, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IT IS MUTUALLY AGREED BY THE PARTIES THAT:

1. Calleguas shall act as grantee under the Proposition 1 Round 2 Integrated Regional Water Management Implementation Grant Program and shall, as an eligible Grant recipient, enter into the Grant Agreement with the State to implement approved project components in the IRWM Plan for Ventura County and to administer Grant requirements. Calleguas may, in its sole and absolute discretion, contract with third parties for the administrative services called for in the Grant Agreement. A true and correct copy of the Grant Agreement is attached to this Subagreement as Exhibit “1,” and is incorporated herein by this reference. Wherever this Subagreement refers to the Grant Agreement, it shall mean the Grant Agreement attached hereto as Exhibit “1” and any amendment or modification thereof.

2. Calleguas shall reimburse Grant funds to Subgrantee for work on The Project Component for activities completed in accordance with the terms of the Grant Agreement, but only upon receipt of Grant funds for that work from the State. Notwithstanding the foregoing, to the extent that Subgrantee is eligible for advanced payment under the Grant Agreement, and complies with advanced payment requirements, Calleguas shall administer advanced payments as required under the Grant Agreement.

3. Calleguas shall timely submit to the State invoices, reports, and assurances prepared by, and received from, Subgrantee to fulfill the accounting, reporting and other requirements in the Grant Agreement for The Project Component.

4. Calleguas shall maintain accounts for The Project Component in accordance with the Grant Agreement.

5. a) Subgrantee shall carry out, build, and/or perform and operate and maintain

The Project Component in accordance with all requirements for The Project Component set forth in the Grant Agreement. Subgrantee shall fulfill all assurances, declarations, representations, and commitments made by Subgrantee in support of Subgrantee's request for Grant funds. Subgrantee shall meet all requirements and limitations of the Grant Agreement for The Project Component and specifically agrees to assume and discharge all duties and requirements imposed under the Grant Agreement for The Project Component.

b) Subgrantee shall immediately provide notice to Calleguas' representative in the event Subgrantee wishes to alter the schedule, materials, methods, or deliverables related to The Project Component as set forth in and/or required by the Grant Agreement. Calleguas shall timely forward Subgrantee's request for alteration to the State for its consideration.

c) As Calleguas is acting as grantee under the Grant Agreement, Subgrantee's questions and other communications related to the Grant Agreement or performance of work under the Grant Agreement shall be directed to Calleguas' representatives for transmittal to, and resolution with, the State.

6. a) Subgrantee shall pay or cause to be paid and provide all required Grant matching funds or in-kind matching services for The Project Component and shall provide all necessary environmental review and obtain all required permits for The Project Component.

b) Calleguas and Subgrantee agree that the initial budget for The Project

Component is:

Proposition 1 Round 2 IRWM Implementation Grant	Match
\$1,000,000	\$1,000,000

This budget may be adjusted in accordance with the Grant Agreement.

7. To the fullest extent permitted by law, Subgrantee shall defend, indemnify, and hold Calleguas, its officers, employees, and agents, free and harmless from any and all claims, costs, damages, investigations, arbitrations, lawsuits, and expenses, including attorney’s fees, judgments, awards or liabilities arising out of this Subagreement, Subgrantee’s work on The Project Component, and any failure to discharge any duties or requirements of The Project Component required under the Grant Agreement.

8. The estimated portion of grant administration costs for which Subgrantee shall be responsible and shall pay to Calleguas is \$36,887. This estimate of grant administration cost is for planning purposes only and does not represent a not-to-exceed amount. Actual grant administration costs will be dependent on the level of grant administration required by the Subgrantee, including the duration of The Project Component. Calleguas may, in its sole discretion, utilize these monies to engage a contractor to assist in the performance of administrative services. Payments shall be made in installments. Calleguas shall bill the Subgrantee for its share of the previous fiscal year’s actual grant administration costs within 60 days of the end of the fiscal year. Subgrantee shall pay the invoice within 60 days of receipt.

9. In accordance with the “Grantee’s Responsibility” provision of the Grant

Agreement between the State and Calleguas, The Parties agree that Subgrantee shall comply with all applicable laws, policies and regulations in carrying out this Subagreement and The Project Component.

10. Subgrantee guarantees that all monies it receives for The Project Component from the State under the Grant Agreement shall solely and exclusively be used for the purposes set out in this Subagreement for The Project Component. Calleguas shall not be responsible for any money paid out as a result of fraud, forgery, or misrepresentation.

11. Calleguas shall have no responsibility for maintenance of The Project Component.

12. By entering into this Subagreement and acting as the Grant administrator, Calleguas is only acting as a conduit: 1) for transfer of Grant monies to Subgrantee for The Project Component in furtherance of the Grant Agreement and 2) for the transmission of required invoices, reports, financial information and State disclosure assurances and other information required by the Grant Agreement to be transmitted from the Subgrantee to the State. Calleguas is not acting as a surety. This Subagreement is not a performance, payment, completion, or labor and materials bond. Calleguas does not guarantee or warrant that construction of The Project Component will proceed or be completed, or that the Grant funds for The Project Component will be sufficient to meet incurred expenses. Calleguas does not guarantee or warrant the plans and specifications for The Project Component. Calleguas does not guarantee or warrant any estimated construction costs or budgets set forth in either the Grant application or Grant Agreement. Calleguas shall have no responsibility for any aspect of bidding and the selection of contractors and subcontractors

to perform any aspect of the work of The Project Component under this Agreement.

13. Calleguas does not guarantee or warrant that it will pay any invoice submitted by Subgrantee until monies for approved invoices have actually been transmitted by the State to Calleguas. Calleguas will have no duty, or responsibility to pay any invoice submitted by Subgrantee unless and until it receives monies from the State, which receipt of monies is a condition precedent to the payment of any invoice from Subgrantee. Calleguas assumes no liability to any entity, including, but not limited to, Subgrantee, and any contractors and subcontractors on The Project Component for any delays by the State in approval or transmittal of Grant monies to Calleguas.

14. The Parties agree that if Subgrantee abandons carrying out The Project Component or fails to cure any breach of this Subagreement within 30 days of receipt of Notice of Breach from Calleguas or within such time as otherwise agreed to in writing by the Parties, then Calleguas may, in its sole discretion, serve written notice to Subgrantee that Calleguas intends to terminate this Subagreement and thereafter in its sole discretion terminate this Subagreement.

15. It is agreed by The Parties that: (a) if any applicable Federal or State budget act of the current year and/or any subsequent years does not appropriate sufficient funds for the Grant, or (b) if the State otherwise exercises its right to withhold Grant funding for The Project Component, then this Subagreement shall be of no force and effect and shall terminate if the Grant Agreement is canceled by the State. In such event, except for those monies already received from State and approved for payment for work on The Project Component, Calleguas shall have no liability to transmit any monies for work on The

Project Component to Subgrantee. Subgrantee agrees to defend, indemnify, and hold Calleguas harmless from any claims asserted against Calleguas by any entity in the event that the applicable Federal or State budget act does not appropriate sufficient funds for The Project Component.

16. Calleguas shall not be responsible for securing insurance protection against loss or damage to The Project Component and any pre-purchased materials from any source, including, but not limited to the following: fire, earthquake, vandalism, and theft. Neither is Calleguas liable for any loss or damage resulting from the failure to secure any such insurance. Subgrantee shall provide all insurance required for The Project Component required by the Grant Agreement.

17. Upon completion of construction or performance of The Project Component or termination of this Subagreement, Calleguas shall disburse to Subgrantee any remaining sums of money in the account approved by the State for payment to Subgrantee, which have not already been disbursed by Calleguas to Subgrantee.

18. Subgrantee shall proceed with all reasonable diligence in: (i) the commencement and completion of The Project Component; (ii) submission of written reports, financial information, insurance, bonds, and assurances required by the Grant Agreement for The Project Component; and (iii) submittal of requests for payment fully compliant with the Grant Agreement and accompanied by written verification under penalty of perjury that the request for payment is truthful and accurate and the described costs have all been incurred solely for The Project Component.

19. Calleguas shall not be obligated to recognize any assignment of this

Subagreement by Subgrantee to any third party, except as agreed to in writing by both Calleguas and Subgrantee. Any assignment of this Subagreement that is not approved in writing by Calleguas will be of no force and effect.

20. Should any provision of this Subagreement be found invalid, such invalidity shall not, in any way, affect the remaining provisions of this Subagreement.

21. This Subagreement is only for the benefit of The Parties and not for the benefit of any third party, other than the State.

22. The signature of Mauricio E. Guardado, Jr. or Maryam Bral on the requests for payment to Calleguas submitted by Subgrantee shall conclusively and finally establish the right of Calleguas to draw checks as so requested, subject to Calleguas' performance of its responsibilities as Grantee pursuant to the Grant Agreement, and subject to the State's transmittal of Grant monies to Calleguas for The Project Component. Changes to this Subagreement whereby additional individuals are authorized to sign requests for payment shall be accomplished by written notice from Subgrantee to Calleguas.

23. Nothing in this Agreement shall create any contractual relationship between any contractor or subcontractor of Subgrantee and Calleguas. Subgrantee agrees to be fully responsible for the acts and omissions of its contractors and subcontractors and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Subgrantee. Subgrantee's obligation to pay its contractors and subcontractors is independent of the obligation of the State to transmit monies to Calleguas and any obligation of Calleguas under this Subagreement to transmit monies to Subgrantee. Calleguas shall have no obligations to pay monies to any contractor or subcontractor of

Subgrantee.

24. Subgrantee agrees that, at Subgrantee's sole expense, Subgrantee shall ensure that Calleguas, and its Board, officers, consultants, employees, and agents, shall be named as additional insureds, and insured in the same amount as Subgrantee, on all insurance policies which Subgrantee is required to obtain pursuant to the Grant Agreement. Subgrantee agrees to provide Calleguas with written documentation demonstrating compliance with the additional insured requirements of this Subagreement for all insurance policies which Subgrantee is required to obtain pursuant to the grant agreement.

25. Except as otherwise provided herein, the term of this Subagreement shall be the same as, and coincide with, the term of the Grant Agreement.

26. This Subagreement shall terminate upon the earlier of: (i) completion of all obligations under the Subagreement; or (ii) termination of the Subagreement by Calleguas due to breach as set forth in Paragraph 14.

27. For three years after completion of The Project Component or as otherwise specifically required by the Grant Agreement, Calleguas and Subgrantee shall retain a copy of records of: (i) deposits into, and disbursements from, accounts for The Project Component; and (ii) requests for payment from Subgrantee. Upon prior written request, Calleguas and Subgrantee shall provide access to inspect such records during normal business hours upon request.

28. Each of The Parties represents and warrants that each person signing this Subagreement on behalf of any of The Parties, has legal authority to sign this Subagreement, and bind that Party, and has been authorized to sign this Subagreement, if

such specific authorization is required.

29. Notice pursuant to this Subagreement shall be sent by United States mail and by email transmission to the following representatives for The Parties:

SUBGRANTEE:

United Water Conservation District
ATTN: Craig Morgan
1701 N. Lombard St., Suite 200
Oxnard, CA 93030
craigm@unitedwater.org

CALLEGUAS:

Calleguas Municipal Water District
ATTN: Kristine McCaffrey
2100 E. Olsen Rd.
Thousand Oaks CA 91360
kmccaffrey@calleguas.com

The Parties may change the representatives designated in this Subagreement upon written notice to the other Party.

30. This Subagreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California. Venue for any action, claim, dispute or proceeding arising from or related to this Subagreement shall be in the County of Ventura, unless as otherwise specifically required by the Grant Agreement.

31. This Subagreement has been equally drafted and/or negotiated by and between The Parties hereto and shall not be construed against any Party as the drafting Party.

32. This Subagreement is an integrated agreement and represents the entire agreement of The Parties concerning the subject matter(s) set forth herein. Any prior or

contemporaneous agreements, representations or understandings between The Parties – express or implied – regarding the subject matter of this Subagreement are of no force and effect.

32. This Subagreement will be considered binding and effective when it has been fully executed by The Parties.

Wherefore, having read the foregoing and having understood and agreed to the terms of this Subagreement, The Parties voluntarily affix their signatures below.

Kristine McCaffrey, Deputy General Manager
on behalf of CALLEGUAS

Mauricio E. Guardado, Jr., General Manager
on behalf of the SUBGRANTEE

**PROPOSITION 1 ROUND 2
INTEGRATED REGIONAL WATER MANAGEMENT
IMPLEMENTATION SUBGRANT AGREEMENT
BETWEEN CALLEGUAS MUNICIPAL WATER DISTRICT AND
CASITAS MUNICIPAL WATER DISTRICT**

This Proposition 1 Round 2 Integrated Regional Water Management Implementation Subgrant Agreement (“Subagreement”) is made and entered into this _____ day of _____, 2023, between the Calleguas Municipal Water District (hereinafter called “Calleguas”) and the Casitas Municipal Water District (hereinafter called “Subgrantee”) (each individually a “Party” and collectively “The Parties”), regarding the approved Proposition 1 Round 2 Integrated Regional Water Management Implementation Grant funded project component known as Ventura-Santa Barbara Counties Intertie.

RECITALS

WHEREAS the Watersheds Coalition of Ventura County (“WCVC”) has approved an Integrated Regional Water Management Plan (“IRWM Plan”) for Ventura County; and

WHEREAS Calleguas is a member of the WCVC and has submitted a grant application on behalf of WCVC to the California State Department of Water Resources (“State”) for a Proposition 1 Round 2 Integrated Regional Water Management Implementation Grant (“Grant”); and

WHEREAS the Grant is for 6 component water enhancement projects throughout Ventura County, as specified in the IRWM Plan, to be carried out by various eligible entities, as well as grant administration; and

WHEREAS, the State has approved the Grant application and requires that an

agreement be entered into with a single eligible Grant recipient that is a member of the WCVC (“Grant Agreement”);

WHEREAS, Calleguas is a member of the WCVC, is a single eligible grant recipient, and is willing to: enter into the Grant Agreement with the State; enter into subgrant agreements with project proponents for State-approved project components in the IRWM Plan and Grant application; and to act, with the assistance of a contractor, as the administrator of the Grant;

WHEREAS, Subgrantee has requested that Calleguas perform the function of grantee under the Grant;

WHEREAS, Subgrantee wishes to carry out the approved Grant project component known as Ventura-Santa Barbara Counties Intertie (“The Project Component”) and consents to implementing The Project Component through this Subagreement with Calleguas.

WHEREAS, Subgrantee is willing to pay its share of Calleguas’ costs in administering the Grant; and

WHEREAS, Subgrantee is willing to meet all requirements under the Grant Agreement for The Project Component, including providing matching funds or in-kind match activities.

TERMS

Based on the foregoing recitals, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IT IS MUTUALLY AGREED BY THE PARTIES THAT:

1. Calleguas shall act as grantee under the Proposition 1 Round 2 Integrated Regional Water Management Implementation Grant Program and shall, as an eligible Grant recipient, enter into the Grant Agreement with the State to implement approved project components in the IRWM Plan for Ventura County and to administer Grant requirements. Calleguas may, in its sole and absolute discretion, contract with third parties for the administrative services called for in the Grant Agreement. A true and correct copy of the Grant Agreement is attached to this Subagreement as Exhibit “1,” and is incorporated herein by this reference. Wherever this Subagreement refers to the Grant Agreement, it shall mean the Grant Agreement attached hereto as Exhibit “1” and any amendment or modification thereof.

2. Calleguas shall reimburse Grant funds to Subgrantee for work on The Project Component for activities completed in accordance with the terms of the Grant Agreement, but only upon receipt of Grant funds for that work from the State. Notwithstanding the foregoing, to the extent that Subgrantee is eligible for advanced payment under the Grant Agreement, and complies with advanced payment requirements, Calleguas shall administer advanced payments as required under the Grant Agreement.

3. Calleguas shall timely submit to the State invoices, reports, and assurances prepared by, and received from, Subgrantee to fulfill the accounting, reporting and other requirements in the Grant Agreement for The Project Component.

4. Calleguas shall maintain accounts for The Project Component in accordance with the Grant Agreement.

5. a) Subgrantee shall carry out, build, and/or perform and operate and maintain

The Project Component in accordance with all requirements for The Project Component set forth in the Grant Agreement. Subgrantee shall fulfill all assurances, declarations, representations, and commitments made by Subgrantee in support of Subgrantee's request for Grant funds. Subgrantee shall meet all requirements and limitations of the Grant Agreement for The Project Component and specifically agrees to assume and discharge all duties and requirements imposed under the Grant Agreement for The Project Component.

b) Subgrantee shall immediately provide notice to Calleguas' representative in the event Subgrantee wishes to alter the schedule, materials, methods, or deliverables related to The Project Component as set forth in and/or required by the Grant Agreement. Calleguas shall timely forward Subgrantee's request for alteration to the State for its consideration.

c) As Calleguas is acting as grantee under the Grant Agreement, Subgrantee's questions and other communications related to the Grant Agreement or performance of work under the Grant Agreement shall be directed to Calleguas' representatives for transmittal to, and resolution with, the State.

6. a) Subgrantee shall pay or cause to be paid and provide all required Grant matching funds or in-kind matching services for The Project Component and shall provide all necessary environmental review and obtain all required permits for The Project Component.

b) Calleguas and Subgrantee agree that the initial budget for The Project

Component is:

Proposition 1 Round 2 IRWM Implementation Grant	Match
\$3,773,863	\$12,447,315

This budget may be adjusted in accordance with the Grant Agreement.

7. To the fullest extent permitted by law, Subgrantee shall defend, indemnify, and hold Calleguas, its officers, employees, and agents, free and harmless from any and all claims, costs, damages, investigations, arbitrations, lawsuits, and expenses, including attorney’s fees, judgments, awards or liabilities arising out of this Subagreement, Subgrantee’s work on The Project Component, and any failure to discharge any duties or requirements of The Project Component required under the Grant Agreement.

8. The estimated portion of grant administration costs for which Subgrantee shall be responsible and shall pay to Calleguas is \$57,446. This estimate of grant administration cost is for planning purposes only and does not represent a not-to-exceed amount. Actual grant administration costs will be dependent on the level of grant administration required by the Subgrantee, including the duration of The Project Component. Calleguas may, in its sole discretion, utilize these monies to engage a contractor to assist in the performance of administrative services. Payments shall be made in installments. Calleguas shall bill the Subgrantee for its share of the previous fiscal year’s actual grant administration costs within 60 days of the end of the fiscal year. Subgrantee shall pay the invoice within 60 days of receipt.

9. In accordance with the “Grantee’s Responsibility” provision of the Grant

Agreement between the State and Calleguas, The Parties agree that Subgrantee shall comply with all applicable laws, policies and regulations in carrying out this Subagreement and The Project Component.

10. Subgrantee guarantees that all monies it receives for The Project Component from the State under the Grant Agreement shall solely and exclusively be used for the purposes set out in this Subagreement for The Project Component. Calleguas shall not be responsible for any money paid out as a result of fraud, forgery, or misrepresentation.

11. Calleguas shall have no responsibility for maintenance of The Project Component.

12. By entering into this Subagreement and acting as the Grant administrator, Calleguas is only acting as a conduit: 1) for transfer of Grant monies to Subgrantee for The Project Component in furtherance of the Grant Agreement and 2) for the transmission of required invoices, reports, financial information and State disclosure assurances and other information required by the Grant Agreement to be transmitted from the Subgrantee to the State. Calleguas is not acting as a surety. This Subagreement is not a performance, payment, completion, or labor and materials bond. Calleguas does not guarantee or warrant that construction of The Project Component will proceed or be completed, or that the Grant funds for The Project Component will be sufficient to meet incurred expenses. Calleguas does not guarantee or warrant the plans and specifications for The Project Component. Calleguas does not guarantee or warrant any estimated construction costs or budgets set forth in either the Grant application or Grant Agreement. Calleguas shall have no responsibility for any aspect of bidding and the selection of contractors and subcontractors

to perform any aspect of the work of The Project Component under this Agreement.

13. Calleguas does not guarantee or warrant that it will pay any invoice submitted by Subgrantee until monies for approved invoices have actually been transmitted by the State to Calleguas. Calleguas will have no duty, or responsibility to pay any invoice submitted by Subgrantee unless and until it receives monies from the State, which receipt of monies is a condition precedent to the payment of any invoice from Subgrantee. Calleguas assumes no liability to any entity, including, but not limited to, Subgrantee, and any contractors and subcontractors on The Project Component for any delays by the State in approval or transmittal of Grant monies to Calleguas.

14. The Parties agree that if Subgrantee abandons carrying out The Project Component or fails to cure any breach of this Subagreement within 30 days of receipt of Notice of Breach from Calleguas or within such time as otherwise agreed to in writing by the Parties, then Calleguas may, in its sole discretion, serve written notice to Subgrantee that Calleguas intends to terminate this Subagreement and thereafter in its sole discretion terminate this Subagreement.

15. It is agreed by The Parties that: (a) if any applicable Federal or State budget act of the current year and/or any subsequent years does not appropriate sufficient funds for the Grant, or (b) if the State otherwise exercises its right to withhold Grant funding for The Project Component, then this Subagreement shall be of no force and effect and shall terminate if the Grant Agreement is canceled by the State. In such event, except for those monies already received from State and approved for payment for work on The Project Component, Calleguas shall have no liability to transmit any monies for work on The

Project Component to Subgrantee. Subgrantee agrees to defend, indemnify, and hold Calleguas harmless from any claims asserted against Calleguas by any entity in the event that the applicable Federal or State budget act does not appropriate sufficient funds for The Project Component.

16. Calleguas shall not be responsible for securing insurance protection against loss or damage to The Project Component and any pre-purchased materials from any source, including, but not limited to the following: fire, earthquake, vandalism, and theft. Neither is Calleguas liable for any loss or damage resulting from the failure to secure any such insurance. Subgrantee shall provide all insurance required for The Project Component required by the Grant Agreement.

17. Upon completion of construction or performance of The Project Component or termination of this Subagreement, Calleguas shall disburse to Subgrantee any remaining sums of money in the account approved by the State for payment to Subgrantee, which have not already been disbursed by Calleguas to Subgrantee.

18. Subgrantee shall proceed with all reasonable diligence in: (i) the commencement and completion of The Project Component; (ii) submission of written reports, financial information, insurance, bonds, and assurances required by the Grant Agreement for The Project Component; and (iii) submittal of requests for payment fully compliant with the Grant Agreement and accompanied by written verification under penalty of perjury that the request for payment is truthful and accurate and the described costs have all been incurred solely for The Project Component.

19. Calleguas shall not be obligated to recognize any assignment of this

Subagreement by Subgrantee to any third party, except as agreed to in writing by both Calleguas and Subgrantee. Any assignment of this Subagreement that is not approved in writing by Calleguas will be of no force and effect.

20. Should any provision of this Subagreement be found invalid, such invalidity shall not, in any way, affect the remaining provisions of this Subagreement.

21. This Subagreement is only for the benefit of The Parties and not for the benefit of any third party, other than the State.

22. The signature of Michael Flood, General Manager; Kelley Dyer, Assistant General Manager; or Janyne Brown, Chief Financial Officer on the requests for payment to Calleguas submitted by Subgrantee shall conclusively and finally establish the right of Calleguas to draw checks as so requested, subject to Calleguas' performance of its responsibilities as Grantee pursuant to the Grant Agreement, and subject to the State's transmittal of Grant monies to Calleguas for The Project Component. Changes to this Subagreement whereby additional individuals are authorized to sign requests for payment shall be accomplished by written notice from Subgrantee to Calleguas.

23. Nothing in this Agreement shall create any contractual relationship between any contractor or subcontractor of Subgrantee and Calleguas. Subgrantee agrees to be fully responsible for the acts and omissions of its contractors and subcontractors and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Subgrantee. Subgrantee's obligation to pay its contractors and subcontractors is independent of the obligation of the State to transmit monies to Calleguas and any obligation of Calleguas under this Subagreement to transmit monies to Subgrantee.

Calleguas shall have no obligations to pay monies to any contractor or subcontractor of Subgrantee.

24. Subgrantee agrees that, at Subgrantee's sole expense, Subgrantee shall ensure that Calleguas, and its Board, officers, consultants, employees, and agents, shall be named as additional insureds, and insured in the same amount as Subgrantee, on all insurance policies which Subgrantee is required to obtain pursuant to the Grant Agreement. Subgrantee agrees to provide Calleguas with written documentation demonstrating compliance with the additional insured requirements of this Subagreement for all insurance policies which Subgrantee is required to obtain pursuant to the grant agreement.

25. Except as otherwise provided herein, the term of this Subagreement shall be the same as, and coincide with, the term of the Grant Agreement.

26. This Subagreement shall terminate upon the earlier of: (i) completion of all obligations under the Subagreement; or (ii) termination of the Subagreement by Calleguas due to breach as set forth in Paragraph 14.

27. For three years after completion of The Project Component or as otherwise specifically required by the Grant Agreement, Calleguas and Subgrantee shall retain a copy of records of: (i) deposits into, and disbursements from, accounts for The Project Component; and (ii) requests for payment from Subgrantee. Upon prior written request, Calleguas and Subgrantee shall provide access to inspect such records during normal business hours upon request.

28. Each of The Parties represents and warrants that each person signing this Subagreement on behalf of any of The Parties, has legal authority to sign this

Subagreement, and bind that Party, and has been authorized to sign this Subagreement, if such specific authorization is required.

29. Notice pursuant to this Subagreement shall be sent by United States mail and by email transmission to the following representatives for The Parties:

SUBGRANTEE:

Michael Flood, General Manager
Casitas Municipal Water District
1055 Ventura Avenue
Oak View, CA 93022
mflood@casitaswater.com

CALLEGUAS:

Calleguas Municipal Water District
ATTN: Kristine McCaffrey
2100 E. Olsen Rd.
Thousand Oaks CA 91360
kmccaffrey@calleguas.com

The Parties may change the representatives designated in this Subagreement upon written notice to the other Party.

30. This Subagreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California. Venue for any action, claim, dispute or proceeding arising from or related to this Subagreement shall be in the County of Ventura, unless as otherwise specifically required by the Grant Agreement.

31. This Subagreement has been equally drafted and/or negotiated by and between The Parties hereto and shall not be construed against any Party as the drafting Party.

32. This Subagreement is an integrated agreement and represents the entire

agreement of The Parties concerning the subject matter(s) set forth herein. Any prior or contemporaneous agreements, representations or understandings between The Parties – express or implied – regarding the subject matter of this Subagreement are of no force and effect.

32. This Subagreement will be considered binding and effective when it has been fully executed by The Parties.

Wherefore, having read the foregoing and having understood and agreed to the terms of this Subagreement, The Parties voluntarily affix their signatures below.

Kristine McCaffrey, Deputy General Manager
on behalf of CALLEGUAS

Michael Flood, General Manager
on behalf of the SUBGRANTEE

**URBAN COMMUNITY DROUGHT RELIEF GRANT
SUBGRANT AGREEMENT
BETWEEN CALLEGUAS MUNICIPAL WATER DISTRICT AND
NYELAND ACRES MUTUAL WATER COMPANY**

This Urban Community Drought Relief Grant Subgrant Agreement (“Subagreement”) is made and entered into this _____ day of _____, 2023, between the Calleguas Municipal Water District (hereinafter called “Calleguas”) and the Nyeland Acres Mutual Water Company (hereinafter called “Subgrantee”) (each individually a “Party” and collectively “The Parties”), regarding the Urban Community Drought Relief Grant funded project component known as Nyeland Avenue 8-inch Mainline.

RECITALS

WHEREAS, the State has approved the Grant application and requires that an agreement be entered into with a single eligible Grant recipient (“Grant Agreement”);

WHEREAS, the State has requested that Calleguas perform the function of Grantee (as defined in the Grant Agreement) under the Grant;

WHEREAS, Subgrantee wishes to carry out the approved Grant project component known as Nyeland Avenue 8-inch Mainline (“The Project Component”) and consents to implementing The Project Component through this Subagreement with Calleguas; and

WHEREAS, Subgrantee is willing to meet all requirements under the Grant Agreement for The Project Component, including providing matching funds or in-kind match activities.

TERMS

Based on the foregoing recitals, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IT IS MUTUALLY AGREED BY THE PARTIES THAT:

1. Calleguas shall act as Grantee under the Urban Community Drought Relief Grant Program and shall, as an eligible grant recipient, enter into the Grant Agreement with the State to implement approved project components and to administer Grant requirements. A true and correct copy of the Grant Agreement is attached to this Subagreement as Exhibit “1” and is incorporated herein by this reference. Wherever this Subagreement refers to the Grant Agreement, it shall mean the Grant Agreement attached hereto as Exhibit “1” and any amendment or modification thereof.

2. Calleguas shall reimburse Grant funds to Subgrantee for work on The Project Component for activities completed in accordance with the terms of the Grant Agreement, but only upon receipt of Grant funds for that work from the State.

3. Calleguas shall timely submit to the State invoices, reports, and assurances prepared by, and received from, Subgrantee to fulfill the accounting, reporting and other requirements in the Grant Agreement for The Project Component.

4. Calleguas shall maintain accounts for The Project Component in accordance with the Grant Agreement.

5. a) Subgrantee shall carry out, build and/or perform and operate and maintain The Project Component in accordance with all requirements for The Project Component set forth in the Grant Agreement. Subgrantee shall fulfill all assurances, declarations,

representations, and commitments made by Subgrantee in support of Subgrantee’s request for Grant funds. Subgrantee shall meet all requirements and limitations of the Grant Agreement for The Project Component and specifically agrees to assume and discharge all duties and requirements imposed under the Grant Agreement for The Project Component.

b) Subgrantee shall immediately provide notice to Calleguas’ representative in the event Subgrantee wishes to alter the schedule, materials, methods, or deliverables related to The Project Component as set forth in and/or required by the Grant Agreement. Calleguas shall timely forward Subgrantee’s request for alteration to the State for its consideration.

c) As Calleguas is acting as Grantee under the Grant Agreement, Subgrantee’s questions and other communications related to the Grant Agreement or performance of work under the Grant Agreement shall be directed to Calleguas’ representatives for transmittal to, and resolution with, the State.

6. a) Subgrantee shall pay or cause to be paid and provide all required Grant matching funds or in-kind matching services for The Project Component and shall provide all necessary environmental review and obtain all required permits for The Project Component.

b) Calleguas and Subgrantee agree that the initial budget for The Project Component is:

Urban Community Drought Relief Grant	Match	Total
\$714,000	\$0	\$730,850

This budget may be adjusted in accordance with the Grant Agreement.

7. The grant funding includes grant administration costs in the amount of \$14,150, which may be used by Calleguas for consultants or its own staff to perform grant administration services.

8. To the fullest extent permitted by law, Subgrantee shall defend, indemnify, and hold Calleguas, its officers, employees, and agents, free and harmless from any and all claims, costs, damages, investigations, arbitrations, lawsuits, and expenses, including attorney's fees, judgments, awards, or liabilities arising out of this Subagreement, Subgrantee's work on The Project Component, and any failure to discharge any duties or requirements of The Project Component required under the Grant Agreement.

9. In accordance with the "Grantee's Responsibilities" provision of the Grant Agreement between the State and Calleguas, The Parties agree that Subgrantee shall comply with all applicable laws, policies and regulations in carrying out this Subagreement and The Project Component.

10. Subgrantee guarantees that all monies it receives for The Project Component from the State under the Grant Agreement shall solely and exclusively be used for the purposes set out in this Subagreement for The Project Component. Calleguas shall not be responsible for any money paid out as a result of fraud, forgery, or misrepresentation.

11. Calleguas shall have no responsibility for maintenance of, ownership of, or insurance for, The Project Component.

12. By entering into this Subagreement and acting as the Grant administrator, Calleguas is only acting as a conduit: 1) for transfer of Grant monies to Subgrantee for The

Project Component in furtherance of the Grant Agreement; and 2) for the transmission of required invoices, reports, financial information and State disclosure assurances, and other information required by the Grant Agreement to be transmitted from the Subgrantee to the State. Calleguas is not acting as a surety. This Subagreement is not a performance, payment, completion, or labor and materials bond. Calleguas does not guarantee or warrant that construction of The Project Component will proceed or be completed or that the Grant funds for The Project Component will be sufficient to meet incurred expenses. Calleguas does not guarantee or warrant the plans and specifications for The Project Component. Calleguas does not guarantee or warrant any estimated construction costs or budgets set forth in either the Grant application or Grant Agreement. Calleguas shall have no responsibility for any aspect of bidding and the selection of contractors and subcontractors to perform any aspect of the work of The Project Component under this Agreement.

13. Calleguas does not guarantee or warrant that it will pay any invoice submitted by Subgrantee until monies for approved invoices have actually been transmitted by the State to Calleguas. Calleguas will have no duty or responsibility to pay any invoice submitted by Subgrantee unless and until it receives monies from the State, which receipt of monies is a condition precedent to the payment of any invoice from Subgrantee. Calleguas assumes no liability to any entity, including, but not limited to, Subgrantee, and any contractors and subcontractors performing work on The Project Component for any delays by the State in approval or transmittal of Grant monies to Calleguas.

14. The Parties agree that if Subgrantee abandons carrying out The Project Component, or fails to cure any breach of this Subagreement within 30 days of receipt of

Notice of Breach from Calleguas or within such time as otherwise agreed to in writing by the Parties, then Calleguas may, in its sole discretion, serve written notice to Subgrantee that Calleguas intends to terminate this Subagreement and thereafter in its sole discretion terminate this Subagreement.

15. It is agreed by The Parties that: (a) if any applicable Federal or State budget act of the current year and/or any subsequent years does not appropriate sufficient funds for the Grant, or (b) if the State otherwise exercises its right to withhold Grant funding for The Project Component, then this Subagreement shall be of no force and effect and shall terminate if the Grant Agreement is canceled by the State. In such event, except for those monies already received from State and approved for payment for work on The Project Component, Calleguas shall have no liability to transmit any monies for work on The Project Component to Subgrantee. Subgrantee agrees to defend, indemnify, and hold Calleguas harmless from any claims asserted against Calleguas by any entity in the event that the applicable Federal or State budget act does not appropriate sufficient funds for The Project Component.

16. Calleguas shall not be responsible for securing insurance protection against loss or damage to The Project Component and any pre-purchased materials from any source, including, but not limited to, the following: fire, earthquake, vandalism, and theft. Neither is Calleguas liable for any loss or damage resulting from the failure to secure any such insurance. Subgrantee shall provide all insurance required for The Project Component required by the Grant Agreement.

17. Upon completion of construction or performance of The Project Component

or termination of this Subagreement, Calleguas shall disburse to Subgrantee any remaining sums of money in the account approved by the State for payment to Subgrantee, which have not already been disbursed by Calleguas to Subgrantee.

18. Subgrantee shall proceed with all reasonable diligence in: (i) the commencement and completion of The Project Component; (ii) submission of written reports, financial information, insurance, bonds, and assurances required by the Grant Agreement for The Project Component; and (iii) submittal of requests for payment fully compliant with the Grant Agreement, and accompanied by written verification under penalty of perjury that the request for payment is truthful and accurate and the described costs have all been incurred solely for The Project Component.

19. Calleguas shall not be obligated to recognize any assignment of this Subagreement by Subgrantee to any third party, except as agreed to in writing by both Calleguas and Subgrantee. Any assignment of this Subagreement that is not approved in writing by Calleguas will be of no force and effect.

20. Should any provision of this Subagreement be found invalid, such invalidity shall not, in any way, affect the remaining provisions of this Subagreement.

21. This Subagreement is only for the benefit of The Parties and not for the benefit of any third party, other than the State.

22. The signature of Rosa Frutos-Stehly, Bookkeeper; Dina U. Ontiveras, President; or Dave Souza, Vice-President, on the requests for payment to Calleguas submitted by Subgrantee shall conclusively and finally establish the right of Calleguas to draw checks as so requested, subject to Calleguas' performance of its responsibilities as

Grantee pursuant to the Grant Agreement, and subject to the State's transmittal of Grant monies to Calleguas for The Project Component. Changes to this Subagreement whereby additional individuals are authorized to sign requests for payment shall be accomplished by written notice from Subgrantee to Calleguas.

23. Nothing in this Agreement shall create any contractual relationship between any contractor or subcontractor of Subgrantee and Calleguas. Subgrantee agrees to be fully responsible for the acts and omissions of its contractors and subcontractors and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Subgrantee. Subgrantee's obligation to pay its contractors and subcontractors is independent of the obligation of the State to transmit monies to Calleguas, and any obligation of Calleguas under this Subagreement to transmit monies to Subgrantee. Calleguas shall have no obligations to pay monies to any contractor or subcontractor of Subgrantee.

24. Subgrantee agrees that, at Subgrantee's sole expense, Subgrantee shall ensure that Calleguas, and its Board, officers, consultants, employees, and agents, shall be named as additional insureds and insured in the same amount as Subgrantee, on all insurance policies which Subgrantee is required to obtain pursuant to the Grant Agreement. Subgrantee agrees to provide Calleguas with written documentation demonstrating compliance with the additional insured requirements of this Subagreement for all insurance policies which Subgrantee is required to obtain pursuant to the Grant Agreement.

25. Except as otherwise provided herein, the term of this Subagreement shall be the same as, and coincide with, the term of the Grant Agreement.

26. This Subagreement shall terminate upon the earlier of: (i) ~~September 30~~~~March 31~~, 2027 unless extended by the Grant Agreement; (ii) completion of all obligations under the Subagreement; or (iii) termination of the Subagreement by Calleguas due to breach as set forth in Paragraph 14.

27. For three years after completion of The Project Component or as otherwise specifically required by the Grant Agreement, Calleguas and Subgrantee shall retain a copy of records of: (i) deposits into, and disbursements from, accounts for The Project Component; and (ii) requests for payment from Subgrantee. Upon prior written request, Calleguas and Subgrantee shall provide access to inspect such records during normal business hours.

28. Each of The Parties represents and warrants that each person signing this Subagreement on behalf of any of The Parties, has legal authority to sign this Subagreement, and bind that Party, and has been authorized to sign this Subagreement, if such specific authorization is required.

29. Notice pursuant to this Subagreement shall be sent by United States mail and by email transmission to the following representatives for The Parties:

SUBGRANTEE:

Nyeland Acres Mutual Water Company
P.O. Box 5605
Oxnard CA 93031

CALLEGUAS:

Calleguas Municipal Water District
ATTN: Kristine McCaffrey
2100 E. Olsen Rd.

Thousand Oaks CA 91360
kmccaffrey@calleguas.com

The Parties may change the representatives designated in this Subagreement upon written notice to the other Party.

30. This Subagreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California. Venue for any action, claim, dispute or proceeding arising from or related to this Subagreement shall be in the County of Ventura, unless as otherwise specifically required by the Grant Agreement.

31. This Subagreement has been equally drafted and/or negotiated by and between The Parties hereto and shall not be construed against any Party as the drafting Party.

32. This Subagreement is an integrated agreement and represents the entire agreement of The Parties concerning the subject matter(s) set forth herein. Any prior or contemporaneous agreements, representations, or understandings between The Parties – express or implied – regarding the subject matter of this Subagreement are of no force and effect.

32. This Subagreement will be considered binding and effective when it has been fully executed by The Parties. This Subagreement may be executed in counterpart originals, with all counterparts taken as a whole constituting the complete Subagreement.

Wherefore, having read the foregoing and having understood and agreed to the terms of this Subagreement, The Parties voluntarily affix their signatures below.

Kristine McCaffrey, Deputy General Manager
on behalf of CALLEGUAS

Dina Ontiveras, President of Nyeland Acres MWC
on behalf of the SUBGRANTEE

SCOTT H. QUADY, PRESIDENT
DIVISION 2

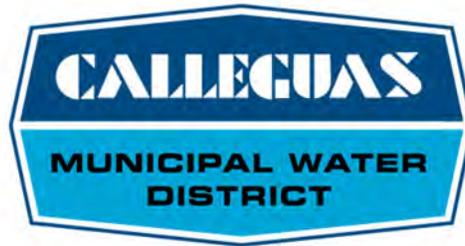
ANDY WATERS, VICE PRESIDENT
DIVISION 3

RAUL AVILA, SECRETARY
DIVISION 1

JACQUELYN MCMILLAN, TREASURER
DIVISION 5

THIBAUT ROBERT, DIRECTOR
DIVISION 4

ANTHONY GOFF
GENERAL MANAGER



BOARD MEMORANDUM

Date: December 6, 2023

To: Board of Directors

From: Fernando Baez, P.E., Manager of Engineering

Subject: Item 5D – Approve Capital Project Budget Allocation in the amount of \$24,800,000; Adopt Resolution No. 2081, Approving the Plans and Specifications and Calling for Bids; and Approve Professional Services by Kennedy Jenks in the amount of \$2,542,000 to Perform Bid and Construction Support Services for Crew Building Improvements and Networking Center Relocation (Project No. 603)

Objectives: Improvements to the Crew Building, Networking Center, and Lake Bard Water Filtration Plant tie directly to the District’s strategic objectives of pursuing workforce excellence, cultivating an exceptional organizational culture, and implementing a comprehensive and system-wide approach to emergency preparedness. They will provide needed office and workshop space for current and potential future District staff; provide a replacement Emergency Operations Center (EOC) [the existing EOC will be demolished as part of the future rehabilitation of the Conejo Pump Station (CPS)]; relocate the Networking Center (NWC) to ensure it remains operational during the future rehabilitation of the CPS; replace the failing roofs of four buildings at the Lake Bard Water Filtration Plant (LBWFP); implement seismic upgrades to the existing Crew Building to bring it up to current seismic standards; add additional storage space at the Administration Building; replace the hydropneumatic pump station; add additional parking near the Standby Generator Building to provide adequate parking for staff; and expand the water quality laboratory to facilitate compliance with new laboratory standards.

Recommended Actions:

For the Crew Building Improvements and Networking Center Relocation (Project No. 603):

- Approve the capital project budget allocation in the amount of \$24,800,000

- Adopt Resolution No. 2081, Approving the Plans and Specifications and Calling for Bids
- Approve Professional Services by Kennedy Jenks in the amount of \$2,542,000 to Perform Bid and Construction Support Services

Budget Impact: Allocate capital project budget in the amount of \$24,800,000.

Discussion:

Overview

The Crew Building was originally constructed in 1984 and designed to facilitate the work of 17 District employees. In 2005, the Crew Building was modified to add an additional workspace. Today, the Crew Building exceeds its capacity and facilitates the work of 26 staff members, necessitating the purchase of a mobile trailer for office and storage space. Space constraints will be further exacerbated by the need to relocate the Control Systems Division (both staff offices and workshop space) and the EOC, which are currently located in the CPS. CPS is located immediately adjacent to the LBWFP chlorine storage building and is scheduled to be demolished as part of the upcoming CPS Rehabilitation (Project No. 480).

To accommodate current and future staffing needs, it is recommended that the Crew Building be expanded to provide an adequately sized, safe, efficient, and legally compliant workspace.

These improvements include the construction of a new 11,500 square foot (sf), single-story, pre-engineered, stand-alone addition to the existing Crew Building containing:

- Approximately 8,300 sf of office space, workshops, and storage.
- Approximately 2,000 sf combined EOC and large conference room.
- Men's restroom and locker rooms.

The existing Crew Building would also be remodeled to include:

- Seismic retrofit of the entire building to meet current seismic standards.
- Conversion of office space into a mud room with personal protective equipment lockers.
- Conversion of the existing men's locker room and bathroom into a women's locker room and bathroom.
- Conversion of the existing women's restroom into a gender-neutral restroom.
- Removal of propane system and conversion of existing heating, ventilation, and air conditioning, hot water, and cooking appliances to electric.

To support the increased occupancy of the improved Crew Building and Crew Building Expansion, this project would also include:

- 41 new parking spaces along Hardy Lane, near the Crew Building
- An additional 11 parking spaces in the Crew Building area, including three accessible spaces and four 7kW EV chargers. Additional EV charging stations would also be installed at the Administration Building (4) and Control Room (2). These improvements

would help the District to meet the Advanced Clean Fleet Requirements recently adopted by the California Air Resources Board.

- Replacement of the existing 1300-gallon hydropneumatic potable water system with a 2500-gallon system to address the increased water demands of the expanded building.

The relocation of the NWC is also necessary because:

- The planned rehabilitation of CPS will include the demolition of the CPS building, which would make it difficult, if not impossible, to maintain power to and operation of the NWC throughout construction. Relocating the NWC ahead of time would ensure the NWC, one of the District's most critical facilities, remains operational at all times and would simplify sequencing of the already complicated CPS rehabilitation.
- The space occupied by the NWC was constructed in 1965, predating current seismic standards. A seismic evaluation of the building found that the concrete masonry unit walls are partially grouted and reinforcing does not meet current standards. While the building does not appear to present a life safety hazard in a significant earthquake, operation of the NWC could be disrupted.
- The networking equipment is approaching the end of its useful life cycle and will require replacement by 2024. Combining the relocation of the NWC and equipment replacement will be more efficient and facilitate sequencing.

Additionally, the existing roofs of the Control, Chemical, Ozone, and Preozone Contactor Buildings need to be replaced because the current roofs are failing, as evidenced by damaged and missing shingles. Incorporating the roof replacements into this project is more efficient than performing them under a separate construction contract.

Lastly, additional space in the Administration Building and water quality laboratory is needed. A 200 sf addition at the southwestern corner of the Administration Building would provide additional storage. The remodeled water quality laboratory in the Control Building would accommodate additional space for a work bench and additional work area, storage, and a new fume hood, which are needed to meet stricter laboratory certification requirements.

Staff has determined the project is exempt from the requirements of the California Environmental Quality Act under Section 15301 as it meets Class 1 exemption criteria relating to the minor alteration of existing facilities, involving negligible expansion of existing use. A Notice of Exemption has been filed with the County.

The Manager of Engineering will provide a presentation with an overview of the project. A fact sheet summarizing the project is also provided.

Capital Project Budget Allocation

The existing capital budget was established to perform design, which is now complete. This budget allocation covers estimated construction costs based on the engineer's estimate; costs for engineering support during bidding and construction; costs for the replacement networking

equipment; costs for professional services to configure and install new Administration and Supervisory Control and Data Acquisition networking equipment; costs for labor compliance verification; and costs for inspection (including Calleguas, construction materials, and other specialty inspection) and project management by District staff.

More detail is provided in the attached Capital Project Information and Evaluation Sheets.

Call for Bids

Since design is complete, the project is ready to be bid and constructed. The engineer's estimate for the project is \$15,290,000. Staff has had the opportunity to review the plans and specifications, which can be found here:

<https://www.dropbox.com/scl/fo/lrfrfctko1ckr7v9qy80b/h?rlkey=oh63qsmjvt4m7o65cno7gxwh7&dl=0>

Bid and Construction Support Services

Kennedy Jenks (KJ) has completed design. Due to the wide variety of improvements involved in this project, the design requires numerous disciplines, including architectural; civil; mechanical; HVAC; structural; plumbing and fire suppression; instrumentation; and electrical.

Bid Phase Services include:

- Attending on-site Pre-Bid Meeting and site tour for prospective bidders.
- Responding to written questions from bidders.
- Addenda preparation, as needed, to clarify the Contract Documents.
- Reviewing the three lowest bids for conformance with the Contract Documents and providing an award recommendation.
- Preparing a conformed set of Contract Documents based on changes made via Addenda during the Bid Phase.
- Verifying the experience of the contractor, contractor's Project Manager, and contractor's Superintendent.

Engineering Services During Construction include:

- Providing Procore Construction Management Software for management of construction documents, including requests for information (RFIs) and submittals, plus training for contractor and District staff.
- Attending an on-site, interdisciplinary pre-construction meeting with the contractor.
- Design and construction coordination with Calleguas staff.
- Up to twelve discipline-specific meetings to be held on-site with the contractor.
- Virtual attendance at more than 50 ad-hoc or weekly construction progress meetings.
- Reviewing and responding to up to 800 submittals and resubmittals.
- Reviewing and responding to up to 300 RFIs from the contractor.

- Preparing Work Change Directives consisting of formal drawing revisions at the direction of Calleguas.
- Facility startup assistance.
- Preparing record drawings.

KJ has the relevant experience and expertise and is familiar with the District's facilities. KJ was the design engineer for the LBWFP and its subsequent expansion; they have also provided architectural type design services for several other projects on the property, including the Administration Building Expansion and the Administration Building Roof Replacement. KJ's work has been excellent thus far and the cost for professional services is reasonable for the work required.

Attachments:

- Project Fact Sheet
- Capital Project Information and Evaluation Sheets
- Resolution No. 2081

CREW BUILDING IMPROVEMENTS & NETWORKING CENTER RELOCATION

ENHANCING OPERATIONAL EXCELLENCE WITH FACILITY IMPROVEMENTS

WHY DOES THE CREW BUILDING NEED TO BE EXPANDED?



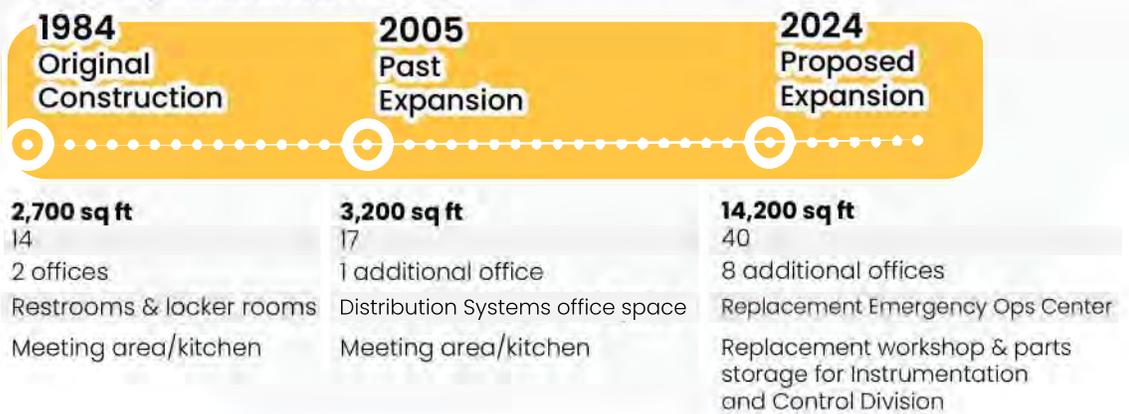
Current Overcrowding: The previous expansion was designed for 17 employees and the Crew Building now hosts 26. Due to overcrowding, the District was forced to purchase a temporary office trailer to accommodate extra space for staff and storage.

CPS Rehabilitation and Space Reallocation: Upcoming CPS Rehabilitation necessitates space for displaced Emergency Operations Center and Instrumentation and Control Division staff members before CPS building demolition.

Potential Hazards: The current location of the EOC and staff offices in the CPS building is adjacent to the chlorine building and in the flood path of a potential failure of Dike 5. Expansion of the Crew Building provides space for these functions away from potential hazards.

Administration Building Constraints: The existing Administration Building does not have sufficient space for additional staff, including the recently approved positions. Relocating certain key staff to an expanded Crew Building will free up space in the Administration Building for some of these new positions.

Operational Collaboration: Consolidating O&M staff (excluding Operations Division) in one facility enhances collaboration.



WHY DOES THE NETWORKING CENTER NEED TO BE RELOCATED?

Critical Facility: The Networking Center (NWC) is one of the District's most critical facilities vital for SCADA system servers, data backup units, and linking SCADA-controlled facilities. It is essential that this facility operate reliably at all times.

Construction Challenges: Demolishing CPS building during upcoming rehabilitation may disrupt NWC operations. Relocating in advance simplifies CPS Rehabilitation sequencing.

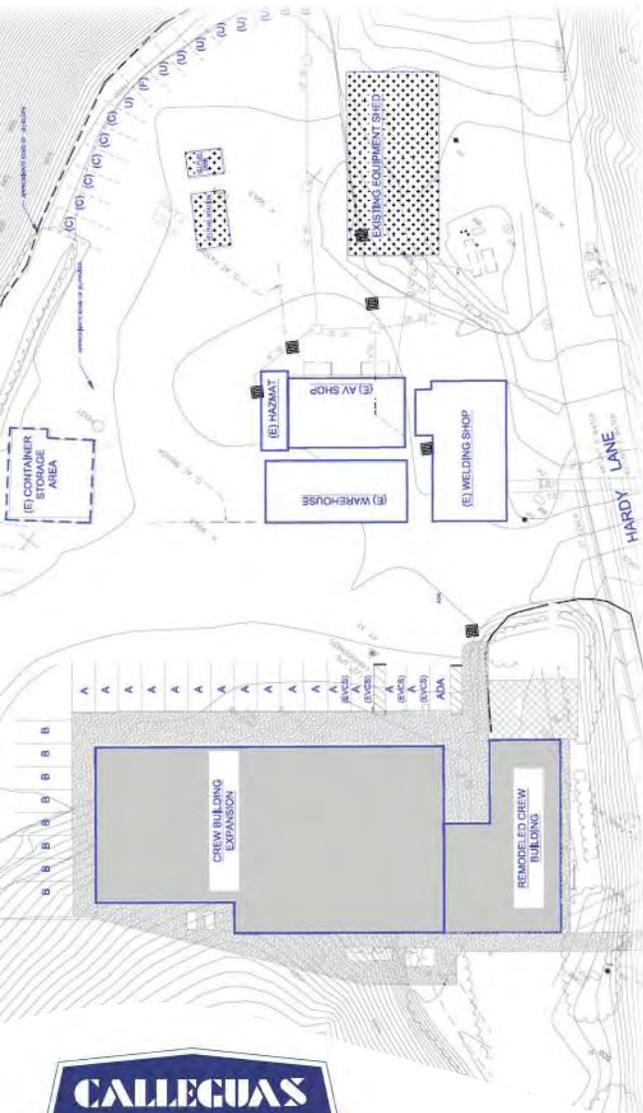
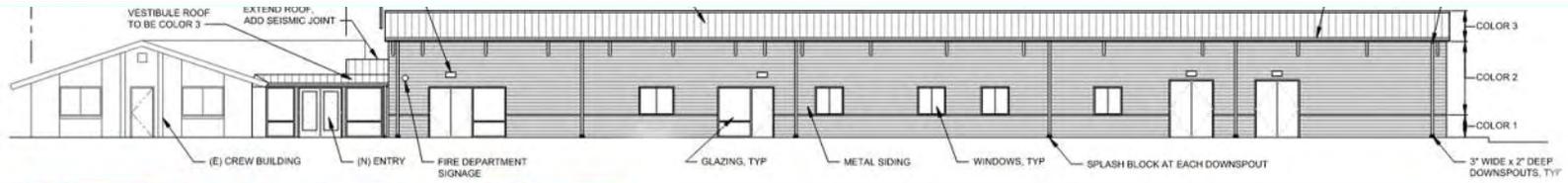
Seismic Resilience: The existing CPS building doesn't meet current seismic codes. Relocating the NWC to a seismically resilient building increases the likelihood it will continue to operate after a seismic event.

Potential Hazards: The current NWC location is vulnerable to flooding in certain dike failure scenarios and is situated near the Chlorine Building. It could be impacted in the unlikely event of a chlorine leak. Relocating mitigates these risks.

Equipment Upgrade Planning: NWC equipment needs replacement by 2024. Combining relocation with equipment replacement is cost-effective.



CREW BUILDING IMPROVEMENTS & NETWORKING CENTER RELOCATION



Crew Building Expansion

Addition of an 11,500 sq ft pre-engineered building.
8,300 sq ft for offices, workshops, and storage
2,000 sq ft for EOC/large conference room.
1,200 sq ft for the new men's locker and bathrooms.
New entry and small lobby connecting existing and new Crew Buildings.

Remodel of Existing Crew Building:

Seismic retrofit.
Conversion of office space into Mud Room.
Transformation of the men's locker room into a women's locker room.
Conversion of the women's locker room into a gender-neutral bathroom.
Conversion to electrical utilities.

Relocation of Networking Center into New Facility

Seismically resilient 300 sq ft CMU Building.

Expansion of Laboratory in the Control Building

Demolition of the men's restroom.
Conversion of the women's restroom into a unisex restroom.
Expansion of the laboratory.
Addition of a new fume hood.
Installation of lockable storage cabinets.
Space for microscope bench work area.
Storage space for water quality instruments.

Addition of Storage Space in the Admin Building

Addition of approximately 200 sq ft of storage space.

Electric Vehicle Charging Equipment

10 EV Charging Stations at Admin, Control, and Crew Buildings.

Several Roof Replacements at LBWFP

Chemical Building.
Ozone Building.
Control Building.
Preozone Contactor Building.

New Staff Parking on Hardy Lane

41 additional spaces.
Construction of a new stairwell for pedestrian traffic to the Crew Building.

New Hydropneumatic System

Doubled potable water system to support Crew Building occupancy.

Calleguas Municipal Water District Capital Project Information Sheet

Name: Crew Building Improvements and Networking Center Relocation

Account No: 603

Description: Modifications to and expansion of existing Crew Building to provide sufficient space for existing and future staff, including office space, locker rooms, and conference rooms. Also includes provision of an appropriately sized and equipped Emergency Operations Center in the expanded Crew Building, a relocated Networking Center near the Control Room, additional parking near the Standby Generator Building, replacement of the hydropneumatic pump station, expansion of the water quality lab, addition of storage at the Administration Building, and replacement of roofs on LBWFP structures as needed.

Location: Crew Building, Networking Center, and elsewhere on the 2100 E. Olsen Rd. site.

Purpose: To provide an adequately-sized safe, efficient, and legally compliant workspace for staff, including staff and facilities that must be relocated due to the Conejo PS Rehabilitation. To relocate the Networking Center to accommodate Conejo PS Rehabilitation. To address roofs that are at risk of leaking due to shingle damage, add storage space at the Administration Building, and expand the water quality lab.

Category

- Salinity Management Pipeline
- Water Transmission

- Outage Water Supply Reliability
- Improvements to Existing Facilities
- Rehabilitation, Replacement & Relocation

Budget Estimates

Project Phase	Amount	Cumulative Amount	Date	Notes
Design	\$ 2,220,000	\$ 2,220,000	12/8/2021	
Bidding and Construction	\$ 24,800,000	\$ 27,020,000	12/6/2023	

Calleguas Municipal Water District Capital Project Evaluation Sheet

Name: Crew Building Improvements and
Networking Center Relocation

Project No: 603

Ranking Category	Description	Score (1-5)
Consequences of Not Implementing Project (A)	Currently, there is inadequate space for staff in the Crew Building and a trailer is necessary. Once Conejo PS Rehabilitation is implemented, the Instrumentation and Control Division would not have office or workshop space and the District would not have a Networking Center or Emergency Operations Center. Building roof structures would be at risk due to potential roof leaks.	NA
Probability of Occurrence (B)	Some of these issues already exist, while others would definitely occur in the future with the implementation of Conejo PS Rehabilitation.	NA
Cost Considerations (C)	Over the long-term, the cost of temporary facilities would be higher than the construction of new facilities and would result in significant loss of efficiency. The proposed approach is the most cost-effective combination of remodeling of existing facilities and new construction.	NA
Evaluation Score	2A + 2B + C (Max Score = 25)	22.8
Priority Ranking		High

RESOLUTION NO. 2081

A RESOLUTION OF THE BOARD OF DIRECTORS OF
CALLEGUAS MUNICIPAL WATER DISTRICT
APPROVING THE PLANS AND SPECIFICATIONS
AND CALLING FOR BIDS FOR CREW BUILDING IMPROVEMENTS
AND NETWORKING CENTER RELOCATION

THE BOARD OF DIRECTORS OF CALLEGUAS MUNICIPAL WATER DISTRICT DOES HEREBY DETERMINE AND RESOLVES AS FOLLOWS:

SECTION 1. That the proposed project is found to be exempt from the requirements of the California Environmental Quality Act as it meets Class 1 exemption criteria relating to the minor alteration of existing facilities, involving negligible expansion of existing use.

SECTION 2. That Contract Documents for Project Number 603 for Crew Building Improvements and Networking Center Relocation shall be and hereby are approved.

SECTION 3. That the Secretary of the Board of Directors shall certify to the adoption of this Resolution, and shall cause to be advertised by publishing a notice in the Ventura County Star, a newspaper of general circulation within said District. The notice shall direct readers to the Calleguas website for the complete Notice Inviting Bids for the project referred to in Section 2 of this Resolution.

Bids shall be received at the District Office, 2100 Olsen Road, Thousand Oaks, California 91360-6800, until the time and date specified in the Notice Inviting Bids for the Project, or any addenda thereto, at which time the bids will be opened.

ADOPTED, SIGNED AND APPROVED this sixth day of December, 2023.

Scott H. Quady, President
Board of Directors

I HEREBY CERTIFY that the foregoing Resolution was adopted at a meeting of the Board of Directors of Calleguas Municipal Water District held on December 6, 2023.

ATTEST:

Raul Avila, Secretary
Board of Directors

(SEAL)

SCOTT H. QUADY, PRESIDENT
DIVISION 2

ANDY WATERS, VICE PRESIDENT
DIVISION 3

RAUL AVILA, SECRETARY
DIVISION 1

JACQUELYN MCMILLAN, TREASURER
DIVISION 5

THIBAUT ROBERT, DIRECTOR
DIVISION 4

ANTHONY GOFF
GENERAL MANAGER



BOARD COMMITTEE MEMORANDUM

Date: December 6, 2023

To: Board of Directors

From: Charlotte Holifield, Government Relations Supervisor / PIO

Subject: Item 6A — Approval of Legislative Advocacy Procedures and Priorities

Objective: Establish legislative advocacy procedures and affirm District legislative priorities.

Action Required: Approve the attached proposed Legislative Advocacy Procedures and Legislative Priorities Policy.

Budget Impact: None

Discussion: As directed by the Strategic Plan, the District is seeking to fully develop its legislative advocacy program. As part of the program's foundation, staff has developed the following two guiding documents intended to provide clarity on how, and when, the District engages in legislative advocacy, which are customary to have in place at public agencies.

1. Legislative Advocacy Procedures: This document outlines the *process* by which staff will engage in legislative activity on behalf of the District. It describes the guiding principles of the District concerning advocacy efforts and the process for engagement. It is intended that this document be adopted by the Board of Directors on a one-time basis.
2. Legislative Priorities Policy: This document will serve as a yearly framework guiding the *topics* on which the District will engage in legislative advocacy. It is intended that this document be adopted annually by the Board of Directors in accordance with changing priorities and issues that arise in the legislative arena.

On November 17, 2023, the Board's Public Engagement, Communication, and Legislative Affairs committee met to review the proposed documents with staff. Committee members provided valuable input and the documents have been revised accordingly. Upon approval of the documents by the full Board, staff will have the guidance to fully engage on legislative issues. This will be beneficial to accomplish prior to the State Legislature reconvening on January 3.

Attachments:

1. Legislative Advocacy Procedures
2. Legislative Priorities Policy

Calleguas Municipal Water District Legislative Advocacy Procedures

Purpose

1. This Legislative Advocacy Procedures (“Procedures”) document is intended to guide Calleguas Municipal Water District (“District”) officials and staff in monitoring legislative proposals that are likely to impact the District and to allow for a timely response to these issues. Adherence to the Procedures will ensure that legislative advocacy will be administered consistently and in conjunction with the identified Legislative Priorities (“Priorities”) adopted annually by the Board of Directors. Together, the Procedures and the Priorities will provide the District’s General Manager or designee the direction and discretion to effectively advocate for the District’s best interests in a manner consistent with the District’s strategic plan.

Principles

1. The Board of Directors recognizes that active engagement in legislative matters will aid and accelerate the implementation of the District's strategic and long-term goals. Although the expenditure of public funds for the purpose of supporting or opposing a ballot measure or candidate is prohibited,¹ the expenditure of public funds is allowed to advocate for or against proposed legislation or regulatory actions that will affect the public agency expending the funds.²
2. It is the policy of the District to proactively monitor and advocate for legislation and/or proposed regulations identified by the Priorities and at the specific direction of the Board of Directors. This process may involve interaction with local, state, and federal government representatives and entities. The District also encourages participation in regional, state, and national organizational efforts and associations for the purpose of knowledge enhancement, coalition-building, and general elaboration of the District's advocacy.
3. Given the nature of the legislative process, it is critical that District staff be able to take positions on bills in a timely manner. As such, the General Manager or designee is hereby authorized to take positions on issues that fall within Board-adopted Priorities. All advocacy submitted via letter will be reported to the Board.

¹ Cal. Gov. Code § 54964.

² Cal. Gov. Code § 53060.5; *Stanson v. Mott* (1976) 17 Cal. 3d 206.

4. If a legislative or regulatory matter arises that staff believes merits the District's engagement, but the issue does not fall under an existing Priority, the matter shall be brought before the Board's Public Engagement, Communication, and Legislative Affairs Committee for consideration and guidance. Periodically, it may be beneficial for the full Board to adopt a position on an issue that may or may not fall under the approved Priorities. Staff will use discretion in selecting these issues for Board consideration.

5. Generally, the District will not address matters irrelevant to the District's services, such as social issues or international relations issues.

Procedures

Staff will track and respond to legislative issues in a timely and consistent manner, utilizing the following process:

1. Staff shall review legislation of potential interest to the District and recommend a position to the General Manager or designee based on one or more of the following criteria:
 - a. The position recommendation is consistent with the adopted Priorities.
 - b. The position recommendation is approved by the Board of Directors.
 - c. The position recommendation is approved by the Public Engagement, Communication, and Legislative Affairs Committee.

2. After a position approval is received, staff shall recommend an advocacy course of action to the General Manager or designee. Such courses of action may include, but not be limited to, letters, phone calls, testimony at public meetings, and emails. The General Manager or designee shall approve staff administer the appropriate form of advocacy based upon circumstances specific to the situation.

3. If a chosen course of action involves legislative position letters, the letters shall state the District's position, as follows:
 - a. A "support" position means legislation in this area advances the District's goals and priorities.
 - b. An "oppose" position means legislation in this area could potentially harm the District, negatively impact or undo positive momentum for the District, or does not advance the District's goals and priorities.
 - c. Positions of "support if amended" or "oppose if amended" may also be communicated, along with specific suggestions for changes in the legislation.
 - d. Legislation shall be prioritized according to the following categories:
 - i. Priority 1: Bills given a "1" priority are of significant concern because they have a major importance, directly impact the District and / or its member agencies, and /or set a critical precedent. These bills receive comprehensive advocacy, which will include one or more of the courses of action described in Section 2.
 - ii. Priority 2: Bills given a "2" priority are of concern because they may have an impact on the District and / or its member agencies, and / or may set a negative precedent. These bills generally will merit advocacy through District letters and / or coalition efforts.
 - iii. Priority 3: Bills given a "3" priority are of some concern, but are determined to be a lower priority for District resources. These bills will generally be monitored by staff without incurring direct advocacy.

4. The General Manager shall retain the authority to sign position letters on behalf of the District without seeking Board approval.
5. The General Manager or designee may also provide a letter of concern or interest regarding a legislative issue without taking a formal position.
6. Periodically, staff shall submit a report summarizing advocacy activity to the Board of Directors. This report shall include the following:
 - a. A list of the bills evaluated.
 - b. A summary of the potential impact of the bill on the District and / or member agencies.
 - c. A summary of the bills on which Calleguas has engaged in written advocacy since the previous report, plus copies of letters submitted.

Calleguas Municipal Water District Legislative Priorities Policy

Mission Statement

Calleguas Municipal Water District (“District”) has adopted a strategic objective to “Enhance Legislative and Regulatory Advocacy,” the components of which include engaging local, state, and federal elected officials and regulators, assembling coalitions, and influencing policymaking, rulemaking, and lawmaking processes that support the District's strategic priorities. To assist with achieving this objective, this Legislative Priorities Policy document, adopted by the Board of Directors annually, serves as a framework guiding the direction and actions undertaken in furtherance of the District's advocacy program.

Policy Goals

- *Advocate* for the District's legislative interests at the local, state, and federal levels.
- *Inform* the Board of Directors and District staff of legislation with potential impact on the District and/or its retailers.
- *Provide regional leadership* to the District's member agencies through regular communication and collaboration.
- *Actively participate with* local, regional, and statewide partners regarding legislative and regulatory issues of importance to the District and region.

Foundational Policy Principles

1. Promote the efficient, effective, and sustainable delivery of supplemental water to the District's service area.
2. Oppose burdensome, costly, redundant, or one-size-fits all approaches to water management.
3. Enhance the District's ability to govern as an independent, local government body.
4. Support cost-effective, sustainable policies and projects enhancing water supply reliability and resilience, including expeditious construction of the Delta Conveyance project.
5. Promote consistency between legislative and regulatory mandates.
6. Advance regional water resource development and watershed management through existing and new partnerships with retailer, local, regional, and cross-boundary entities to plan for future water supply needs in a reliable, cost-effective, and environmentally responsible manner.
7. Support policies that ensure equity in Southern California water management planning and delivery.
8. Support policies and proposals that expand programs to recruit, engage, retain and develop highly qualified and top-performing staff.

Legislative Priorities

1. *Finances*

- Advocate for funding to maintain system reliability, both via construction of new projects and maintenance of existing infrastructure.
- Protect against an unauthorized shift or diversion of revenues, including, but not limited to, redirection of funds to which the District is entitled, such as property tax, in order to backfill state funding obligations that are not linked to District services.¹
- Promote the financial health of the District.
- Support opportunities that allow the District to compete for its fair share of regional, state, and federal funding, including grants and other funding programs.
- Preserve district revenues.
- Explore and support emerging opportunities in funding and revenue raising mechanisms.
- Ensure alignment between decision-making, cost responsibility, and receipt of benefit.

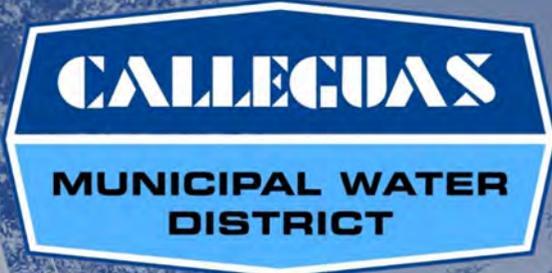
¹ this Priority is in response to the shift of property tax revenue away from local governments and to the state for its funding obligations starting in the 1992-93 state budget. Many public agencies across California were significantly harmed by this redirection of funds, upon which they depended for their service missions. Therefore, the District will oppose any similar actions in the future in order to protect ratepayer funds and preserve local control.

2. Resilience

- Support policies and proposals that maintain, develop and improve critical infrastructure, maintain readiness for a variety of emergencies, and promote emergency planning and training efforts.
- Support efforts that improve the security, integrity, and reliability of operational and administrative computer systems and networks.
- Support actions and investments in cost-effective, beneficial renewable energy to increase energy reliability and reduce overall energy costs.
- Explore opportunities to support climate resilience programs, policies, and/or funding that would be of benefit to the District and/or region.
- Support actions and funding for local and regional drought-resilience projects that are cost-effective, feasible, and beneficial to the District and / or its member agencies.
- Support actions and funding to accelerate new local supply development.

3. Operations

- Oppose requirements that increase costs and reduce local flexibility.
- Support emerging technologies designed to assist in water supply management.
- Oppose water use efficiency regulations or proposals that limit local control and/or are burdensome, costly, or unattainable.
- Support legislative and administrative approaches promoting the “polluter pays” principle for known contaminants, plus Constituents of Emerging Concern (CECs).
- Promote funding for costs associated with monitoring and remediation, support source control proposals, and oppose efforts to hold drinking water and wastewater facilities liable for cleanup of contamination.
- Support groundwater policies that promote conjunctive use.
- Oppose additional public meetings and records requirements that unnecessarily increase the burden on public resources without effectively fostering public engagement.



CALLEGUAS

**MUNICIPAL WATER
DISTRICT**



General Manager's
Monthly Status Report
to the Board of Directors

Report for November 2023 Activities

Water Resources Implementation Strategy (WRIST)

1. On November 1, approximately two dozen water leaders from throughout Ventura County and beyond gathered at Calleguas' Administration Building for Partner Workshop No. 2 in support of the WRIST. The following agencies and organizations were represented:

- California-American Water Co.
- Camrosa Water District
- City of Camarillo
- City of Oxnard
- City of Simi Valley
- City of Thousand Oaks
- City of Ventura/Ventura Water
- County of Ventura/Fox Canyon Groundwater Management Agency
- Crestview Mutual Water Co.
- Golden State Water Co.
- Las Virgenes Municipal Water District
- Triunfo Water & Sanitation District
- Ventura County Waterworks Districts



This workshop focused on:

- Presenting the planning basis, including level of service goals, a range of demand projections, and a regional water balance.
- Selecting initial evaluation criteria.
- Identifying potential risks and uncertainties.
- Assigning individual projects to preliminary themed portfolios.

Similar to Partner Workshop No. 1, the feedback from attendees has been overwhelmingly positive, with participants citing their appreciation for Calleguas' leadership and their interest in pursuing projects collaboratively. A detailed report-out of the workshop is included as an appendix.

Water Policy and Strategy

2. Metropolitan Water District — In November, the Metropolitan Water District of Southern California (Metropolitan) Board of Directors considered the following issues of particular relevance to the District. Agendas, background materials, live streaming meetings, and video archives for Metropolitan Board and Committee meetings may be accessed through the Metropolitan website, <https://mwdh2o.legistar.com/Calendar.aspx>

- *Desalination Studies* – On November 14, the Metropolitan Board authorized professional services agreements with AECOM Technical Services Inc. in an

amount not to exceed \$660,000 for a brackish water study and CDM Smith Inc. in an amount not to exceed \$475,000 for a seawater desalination study. Both studies will survey potential siting opportunities in the Metropolitan service area, develop conceptual cost estimates, and consider partnership opportunities. The seawater desalination study will consider the State's new draft siting criteria. Potential brackish and seawater desalination sites will include opportunities in Ventura County. The studies will ensure that Metropolitan includes a full range of water supply options as it considers how to develop the supply, storage, infrastructure, and programmatic/policy portfolios to ensure future reliability. The studies are not commitments to desalination as a preferred strategy. The role of these potential supplies will be developed in the Climate Adaptation Master Plan for Water (CAMP4W) process. The studies are anticipated to be completed by the end of 2024.

- *Agreements to Support Healthy Rivers and Landscapes (a.k.a. Voluntary Agreements)* – On November 13, the One Water and Stewardship Committee received an update on the State Water Resources Control Board's (SWRCB's) Bay-Delta Water Quality Control Plan (WQCP). The WQCP is a critical decision in balancing water supply and environmental values in the future availability for State Water Project deliveries. The SWRCB recently released its environmental review and staff report on options to update the WQCP. The alternatives analyzed included the "Agreements to Support Healthy Rivers and Landscapes," formerly referred to as the "voluntary agreements" approach. As the SWRCB reviews options on how to comply with the water quality regulations in the Bay-Delta, the Agreements to Support Healthy Rivers and Landscapes offer a more holistic approach to supporting both environmental values and water supply reliability than approaches based solely on regulating water quality and environmental function through water flow criteria. Metropolitan will submit written comments on the plan by the December 15 deadline for public comments. Additional information on the SWRCB's process and reports may be found at the SWRCB's Bay-Delta website, https://waterboards.ca.gov/bay_delta/.
- *Pure Water Southern California Cost Update* – At the November 28 meeting of the Pure Water Southern California and Regional Conveyance Subcommittee, the Metropolitan Board received an update on cost estimates for Pure Water Southern California. The regional recycled water project is proposed to be constructed in two phases. These preliminary cost estimates are considered accurate within a range of 20% lower to 40% higher depending on future cost drivers. In 2023 dollars with no cost escalation into the future, the cost estimates are \$6.39 billion for phase one at 115 million gallons per day (mgd), increasing to a total of \$8.11 billion with the additional buildout of phase two at 150 mgd. This equates to an estimated unit price of between \$3,624 to \$2,820 per acre-foot (AF) depending on potential partner and grant contributions. Metropolitan is

actively seeking grant support and partners for the proposed project and the Metropolitan Board has not approved the final design and construction of the project pending environmental review and further engineering studies. The Metropolitan Directors' discussion focused on the cost-effectiveness as a supplemental supply and how the costs and benefits would be allocated among member agencies and partners. The Directors expressed concern as to whether Metropolitan could afford the project in the context of current demand trends and other capital obligations. Pure Water Southern California will be evaluated with other options in the CAMP4W process.

- *Long Range Finance Plan Needs Assessment* – At the November 14 Finance, Audit, Insurance, and Real Property Committee, the Metropolitan Directors were presented with a revised Long Range Finance Plan Needs Assessment. The plan had been reviewed and discussed by the Directors and member agency managers since the introduction of the draft version in August 2023. The plan provides a high-level estimate of rate impacts of the four Integrated Resource Plan Needs Assessment Scenarios for water supply reliability, an overview of capital financing and funding considerations, and a summary of key finance policies. The analysis provides generalized unit cost estimates for supplemental supply and storage options to inform the CAMP4W process as well as analyses of Metropolitan's debt capacity and rate impacts to inform future business model discussions. The Board concurred with the report for planning purposes and requested that it be returned for the Board's additional review in January 2024.
 - *Climate Adaptation Master Plan for Water (CAMP4W)* – On November 21, Director McMillan and Calleguas' General Manager participated in the first joint Metropolitan Director and Member Agency Managers' task force for CAMP4W. The Task Force reviewed its charter from the Board leadership, reviewed the CAMP4W process to date, and received an overview of proposed evaluative criteria for a decision-making framework. The Task Force is intended to better integrate directors and representative member agency managers to facilitate the CAMP4W process and enliven participation of the Metropolitan's caucuses.
3. State Water Project Dependent (SWP-D) Area Solutions - At the November 28 Pure Water Southern California and Regional Conveyance Subcommittee, the Metropolitan Directors received an update on the State Water Project Dependent Areas Drought Mitigation actions. The update provided a further refinement of an integrated long-term plan to move forward with near-term relief projects while presenting options for integrating infrastructure improvements with storage options north of Metropolitan's Jensen Filtration Plant. The options are anticipated to be considered for Metropolitan Board action in February/March 2024. The proposed actions include additions to Metropolitan's capital improvement program for Sepulveda Feeder Pumping Plant Phase 2 and removing system constraints limiting movement of Colorado River supplies

into the SWP-D West Branch area. The actions would also include an implementation plan for the longer-term improvements to meet equitable reliability.

4. Decision Making Under Deep Uncertainty Conference - The Associate General Manager - Water Policy and Strategy and Associate General Manager - Strategic Policy Implementation participated in the tenth annual conference of The Society for Decision Making Under Deep Uncertainty. The conference ran from October 30 to November 1 in Delft, Netherlands. No District funds were used for international travel or expenses. The Associate General Manager - Strategic Policy Implementation participated in a pre-recorded video. The Associate General Manager - Water Policy and Strategy was able to participate in person due to planned personal travel in the vicinity. The Associate General Managers presented on a panel discussion addressing avenues of translating technical analyses of uncertainty into concrete policy decisions. The discussion focused on how policy decisions are framed in larger narratives that can be usefully informed by narrative strategies developed in the fields typically associated with the humanities such as history, philosophy, critical theory, and literature.

Strategic Policy Implementation

5. Partnerships

Elected Officials Tours

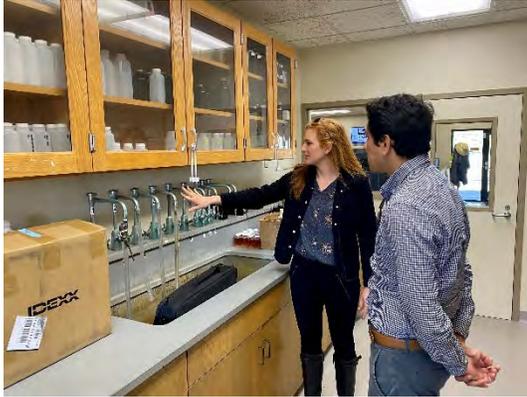
The Government Relations Supervisor/Public Information Officer (PIO) organized the following visits from elected officials in the month of November.

- November 1: Vishesh Anand from Governor Newsom's Office of External Affairs
- November 8: Brendan Murphy from Senator Stern's office
- November 14: Jesse Gilgoff from Lieutenant Governor Eleni Kounalakis's office

Staff provided the dignitaries with a presentation on Calleguas's history, role in the community, and new direction based on the 2023 Strategic Plan; a tour of Lake Bard and the treatment/filtration process; and a working lunch where staff and the elected officials' representatives were able to exchange perspectives and understand one another's priorities. These kinds of visits are foundational to the relationships Calleguas will need as the District gathers public support, seeks legislative backing, and builds funding coalitions for projects and programs to improve regional water supply reliability and resilience.

Successful tours require the support of numerous staff, specifically the administrative, facilities maintenance, operations, and general services crews, who make sure the rooms are reserved, the entire site is clean and presentable, and the guests' needs are

met. Each of the guests made specific mention of how impressed they were with staff and the District generally.



Delta Conveyance Project

On November 6, the Associate General Manager – Strategic Policy Implementation and the Government Relations Supervisor/PIO met with California Department of Water Resources (DWR) representatives to discuss the Delta Conveyance Project (DCP) and how the District can increase public outreach and support for the DCP. The final Environmental Impact Report (EIR) is anticipated to be released in December and DWR has created an assortment of informative materials to educate the public and elected officials on the importance of the project. District and DWR staff discussed various approaches to building regional support for the DCP; District staff is pursuing some of those leads.

Ventura WaterPure

On November 13, the Manager and Assistant Manager of Human Resources and Risk Management, the Manager of Engineering, and the Associate General Manager – Strategic Policy Implementation visited the construction site in Marina Park where the City of Ventura is directionally drilling an ocean outfall associated with its planned Ventura WaterPure advanced water treatment plant. Representatives from the City and the construction manager provided a detailed explanation of the 4,625-foot boring underway while staff visited and how the plant will operate once constructed. A few days later the Ventura County Star reported that the cost estimate for the project had been revised upwards to more than \$550 million. Ventura is a partner in the WRIST and the tour allowed District staff to better understand the challenges and opportunities WaterPure presents.

6. Groundwater/Conjunctive Use - On November 7, the Associate General Manager – Strategic Policy Implementation attended a Groundwater/Reservoir Storage Workshop at Metropolitan. The fourth in a series, this workshop focused on the framework for the proposed “Surplus Water Management Program” intended to develop programs in partnership with member agencies to help manage surplus supplies above Metropolitan’s regional demands and storage capability beyond the range of options offered by Metropolitan’s current conjunctive use programs. As the program is developed, preliminary indications are that member agencies would find the program beneficial. Metropolitan staff anticipates taking the framework to the Metropolitan Board in the first quarter of 2024; once the proposal solidifies, District staff will present it to the Board.

Water Resources

Water Management Programs

7. *Calendar Year 2023 Metropolitan Cyclic Deliveries through Las Posas Aquifer Storage and Recovery (ASR) Wellfield* – The Metropolitan Cyclic Delivery Program incentivizes increased deliveries of imported water to participating member agencies and sub-agencies in surplus years. Calleguas began injection operations on June 12. In June and July, a total of 1,251 AF was certified as reverse cyclic deliveries. Reverse cyclic deliveries are Metropolitan supplies that Calleguas pre-purchased in calendar year (CY) 2022. There are 2,661 AF of reverse cyclic water remaining, for which Calleguas can take delivery from Metropolitan in the future.

In 2023, Calleguas is also participating in Metropolitan’s Cyclic Cost Offset Program (CCOP) which is available in surplus years. CCOP deliveries are supplies that Calleguas purchases at the CY 2023 rate with a credit of \$264/AF applied to the deliveries. In September, 557.0 AF was injected under the CCOP. A total of 1,807.6 AF of CCOP deliveries have been certified for 2023 (July through September).

Water Use Efficiency (WUE)

8. *Turnkey Turf Transformation Project* – Inland Empire Utilities Agency (IUEA), who is managing the administration of the grant received through DWR’s Urban Community Drought Relief Grant Program, has finalized the grant agreement with DWR. IUEA is developing a Request for Proposals (RFP) for the outreach component.
9. *Water Awareness Communications Campaign* – Calleguas continues to work with JPW Communications on promotion of “The Landscape is Change” communications campaign. Staff is exploring various campaign directions and opportunities. A major focus is the enhancement of the campaign website, landscapeischange.com, to serve as a regional information hub connecting residents to all landscaping resources, including workshops and rebates, available throughout the service area.

10. *Spring Native Garden Kit Program* – Kits went on sale November 1 and will be \$100 for orders placed in November and December. The cost will increase to \$120 per kit for orders placed on or after January 1. Calleguas is providing a \$50 “instant rebate” for each kit purchased by residents in the service area, with rebate funding provided through the Metropolitan Member Agency Administered Program. Calleguas will host a pick-up event at headquarters in early March. See www.treepeople.org/native-garden-kit/ for more information.
11. On October 28, Calleguas hosted its second Native Garden Kit distribution event at its headquarters, distributing a total of 74 kits.
12. On November 7, the District held a meeting of purveyor Conservation Coordinators and Public Information Officers. The Manager of Water Resources gave an update on Metropolitan exploring a virtual marketplace for a regional rebate program. Additionally, the Senior Communications Specialist shared developments on the "Landscape is Change" Campaign, seeking feedback from member agencies on their preferences for the campaign's direction. The meeting ended with a member agency roundtable discussion. The Government Relations Supervisor/PIO gave an update on proposed legislation. Due to the interest expressed by the purveyors, this meeting will now be held monthly.
13. On November 16, the Manager of Water Resources attended Metropolitan's monthly WUE Group Meeting in person, while the Senior Communications Specialist joined virtually. The meeting featured an External Affairs update, updates on conservation programs, and status of various grants. Additionally, a portion of the meeting was dedicated to celebrating the retirement of Bill McDonnell, Metropolitan's Water Efficiency Manager.
14. In November, there were 274 applications with approved reservations under the Turf Replacement Program (TRP) for a total reserved amount of \$3,252,781 in Metropolitan funding and \$338,758 in Calleguas supplemental funding. Another 26 applications are in the pre-approval stage, awaiting a confirmed reservation. These applications total \$172,994 in requested Metropolitan funding and \$1,375 in requested Calleguas supplemental funding, although funds are not committed until an application is approved and a small percentage of applications drop out at this stage. Only funding remaining available within the supplemental budget will be committed.

Since July 1, 2023, there have been 218 TRP rebates paid totaling \$1,022,532 in Metropolitan funding and \$378,352 in Calleguas supplemental funding.

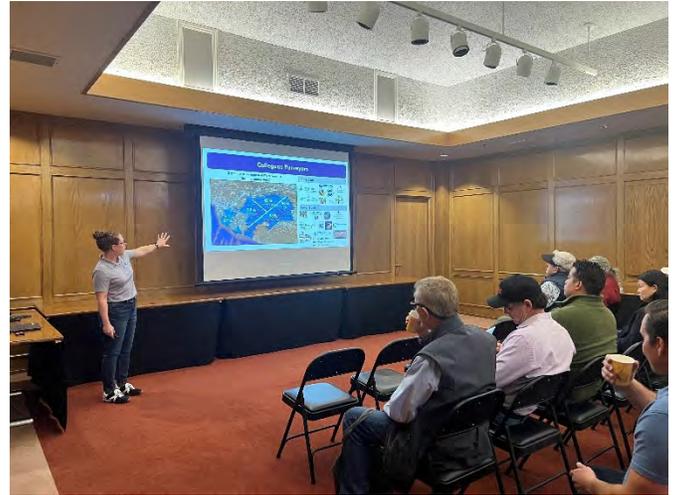
For FY 2023-24, under the Device Rebate Program, there are currently 150 applications in good standing (i.e., rebate applications that have not been denied or expired due to

inactivity) totaling \$36,719 in reserved Metropolitan funding. An additional 426 rebates have been paid, totaling \$69,325 in Metropolitan funding.

Public Outreach and Education

15. On November 3, the Manager of Water Resources and Management Analyst hosted the Ventura County Leadership Academy for an informational briefing and tour of the Lake Bard Water Filtration Plant (LBWFP).

16. On November 9, the Manager of Water Resources and Senior Communications Specialist hosted the Association of Water Agencies of Ventura County for an informational briefing and tour of the LBWFP, as part of their annual bus tour of Ventura County water facilities.



17. On November 15, the Senior Communications Specialist participated in Metropolitan's Member Agency Meeting of Water Education Coordinators. The agenda covered updates on Metropolitan's Calendar Art Program and Community Partnering Program, with a significant portion dedicated to a roundtable discussion where representatives from various purveyors shared updates on education programs implemented within their respective service areas.

Groundwater Resources

18. Aquifer Storage and Recovery (ASR) – O&M staff performed quarterly groundwater level data downloads and maintenance activities and the Contract Groundwater Manager began processing and reviewing the data.

14. Fox Canyon Groundwater Management Agency (FCGMA) – On November 17, the FCGMA Board of Directors approved the nominees for the Las Posas Valley Basin Adjudication Policy Advisory Committee (PAC). Ian Prichard, Associate General Manager – Strategic Policy Implementation, is Calleguas' representative on the PAC.

15. Groundwater storage totals through the end of October include 0 AF of well production and 5 AF of well injection.

Groundwater storage totals through October are as follows:

East Las Posas Wellfield Injection	5 acre-feet
East Las Posas Wellfield Allocation	11 acre-feet
East Las Posas In Lieu	6,348 acre-feet
West Las Posas In Lieu	25,192 acre-feet
Conejo Creek Project	23,453 acre-feet
United Storage	10,482 acre-feet
Oxnard In Lieu	18,060 acre-feet

Miscellaneous Water Resources Activities

16. *Calleguas–LVMWD Interconnection Public Outreach* – The Senior Communications Specialist responded to several residents regarding construction on the Calleguas-LVMWD Interconnection (Project No. 450). Staff continues to work with Arellano Associates on public outreach and engagement.

Engineering

Construction

17. *Calleguas-Las Virgenes Municipal Water District (LVMWD) Interconnection (450)* – The contractor, Kiewit Infrastructure West Co. (Kiewit), installed additional 30-inch diameter welded steel pipelines at the PS/PRS site, installed an 8-inch diameter blow-off pipeline, and continued work at the two bypass valve vaults. Kiewit also continued to install electrical conduits and lighting fixtures throughout the PS/PRS interior for lighting and other circuits. Kiewit also coated piping and fittings inside the PS/PRS. On the pipeline portion of the work within Lindero Canyon Road, Kiewit continued to work on installing a new 22-inch diameter pipeline from the isolation valve vault located just south of Kanan Road to Triunfo Water and Sanitation District’s (TWSD) new meter station at the southeast corner of Kanan and Lindero Canyon Roads. Kiewit also continued to install new welded steel pipe and valves inside TWSD’s meter station and performed additional concrete work for the meter station vault. Due to the complexity of working near the Kanan and Lindero Canyon Road intersection, some of this work was performed at night. Staff continued to coordinate with the City of Thousand Oaks regarding encroachment permit requirements and modified traffic control plans. SoCalGas completed relocation of an existing gas main to facilitate installation of the 30-inch Interconnection pipeline at a shallower depth at the intersection of Bowfield Street and Lindero Canyon Road. Staff continues to review programmable logic controller (PLC) programming documentation. LVMWD staff continues to work on PLC programming of the PRS control panel. *(CIP Priority: High)*

18. *TOD Pump Station Rehabilitation (590)* – The contractor, Environmental Construction, Inc., and their subcontractor completed the asphalt paving on the road leading to the pump station and adjacent areas. The painting subcontractor painted piping, valves, walls, and equipment inside the valve vault and pump station building. The electrical subcontractor continued installation of the new switchgear, motor control center, and other equipment inside the pump station building and pulled wires inside conduits. *(CIP Priority: High)*
19. *Lake Sherwood Pump Station Rehabilitation (591)* – The electrical subcontractor, Leed Electric (Leed), started the installation of the temporary generator connection box and breaker. *(CIP Priority: High)*
20. *SMP 1A Station 270+00 Leak Repair (619)* – The contractor, Blois Construction, continues to work on replenishing the consumed emergency repair supplies and delivering them to Wellfield No. 1 for storage. *(CIP Priority: Not Reviewed)*

Design

21. *Conejo Pump Station Rehabilitation (480)* – Kennedy Jenks Consultants (KJ) provided responses to staff comments on the Draft Preliminary Drawings; staff are reviewing the responses to comments. *(CIP Priority: High)*
22. *Monitoring Wells (527)* – The District’s groundwater consultant is investigating the feasibility of using existing wells owned by Ventura County Waterworks District (VCWWD) No. 1 for monitoring purposes. (No change.) *(CIP Priority: Medium)*
23. *Salinity Management Pipeline (SMP), Phase 3 (536)/Phase 4 (561)* – Rincon Consultants, Inc. continued preparation of the Draft EIR. *(CIP Priority: Low)*
24. *Calleguas-Ventura Interconnection (562)* – Perliter & Ingalsbe (P&I) continued work on design. Hamner Jewell & Associates (HJA) continued to contact underlying property owners where easements will be necessary to initiate the right-of-way acquisition process. (No change.) *(CIP Priority: High)*
25. *Simi Valley Tanks (569)* – P&I continues design of elements of the project that are not dependent on the results of a site survey and geotechnical investigations. The property owner remains unresponsive to HJA’s attempts to obtain temporary right-of-entry for surveying, geotechnical exploration, and environmental field investigations. (No change.) *(CIP Priority: High)*
26. *Oxnard-Santa Rosa Feeder and Santa Rosa Hydro Improvements (582)* – Staff continues review of the revised 90% instrumentation plans and specifications. (No change.) *(CIP Priority: Medium)*

27. *Lake Bard Pump Station, Lake Bard Water Filtration Plant (LBWFP) Flowmeter, and Lake Bard Outlet Tower Improvements (587)* – KJ is preparing 100% plans and specifications. (No change.) (CIP Priority: High)
28. *Fairview Well Rehabilitation (589)* – MKN & Associates (MKN) continued preparation of a draft technical memorandum to evaluate requirements and options for the disinfection system necessary for delivering groundwater into the distribution system. (CIP Priority: High)
29. *Lindero Pump Station Rehabilitation (592)* – KJ continued to work on final design and continued to coordinate requirements for electric service with Southern California Edison (SCE). (No change.) (CIP Priority: High)
30. *Calleguas Conduit North Branch (CCNB) Broken Back Rehabilitation, Phase 4 (598)* – Staff continues to review the Wiss, Janney, Elstner Associates, Inc. report with the test results from the two encasement locating tools tested at the new facility. (CIP Priority: High)
31. *Crew Building Improvements and Networking Center Relocation (603)* – The Board will consider calling for bids at its December 6 meeting. (CIP Priority: High)
32. *Somis Farmworker Housing SMP Discharge Station (607)* – The District returned comments on 100% plans and specifications to MKN; MKN is preparing the final plans and specifications. The developer, AmCal, continues to seek approval and signature of the easement deed for the permanent and temporary construction easements by the underlying property owner. (CIP Priority: Medium)
33. *Wellfield No. 2 Solar System (613)* – Engineering staff is considering options for accomplishing design of the system. (No change.) (CIP Priority: Low)
34. *CCSB Strengthening for Metrolink SCORE Improvements (614)* – Metrolink representatives provided comments on the District's Request for Special Design Consideration (RFSDC) package. Upon review of the comments, three online meetings were held including District's consultants and Metrolink representatives to discuss structural calculations and align expectations regarding design standards and package presentation. The District's consultants revisited the design, the RFSDC was revised, and the new package was submitted to Metrolink, which is under review. The District's Legal Counsel provided further comments on Metrolink's draft agreement/permit for the contractor to perform the work underneath the railroad right-of-way, which are currently under review by Metrolink. Phoenix Civil Engineering submitted final plans and specifications. (CIP Priority: High)

Studies & Planning

35. *Analysis of Wood Ranch Dam and Dikes* – The Division of Safety of Dams continues to review the revised work plan.
36. *Pipeline Condition Assessment Program* – Staff will inspect the pipe during a shutdown scheduled this winter to identify and address the interference that prevented the SmartBall leak inspection. The test will then be re-attempted by Xylem next summer when flows will be high enough to achieve the pipeline velocities required by the SmartBall system. (No change.)
37. *Study of Seismic Impacts to the Santa Susanna Tunnel* – A kick off meeting was held with the consultant, Brierley Associates, and their subconsultants.

Grants & Funding Opportunities

38. *Proposition 1, Round 1 Integrated Regional Water Management (IRWM) Implementation Grant Funding* – DWR continues to review the invoices and progress reports for the third and fourth quarters of 2022 and the first, second, and third quarters of 2023.
39. *Proposition 1, Round 2 IRWM Implementation Grant Funding and Urban Community Drought Relief Grant* – DWR provided the amendment to the Urban Community Drought Relief grant agreement, which incorporates both the Proposition 1 Round 2 IRWM projects and Nyeland Acres Mutual Water Co.'s project under the Urban Community Drought Relief grant program into a single grant agreement. The Board will consider the amendment, related subgrant agreements, and a grant administration consulting contract at the December 6 Board meeting.
40. *U.S. Bureau of Reclamation Title XVI (Water Reclamation and Reuse) Feasibility Report* – Rincon began work to prepare a Title XVI Feasibility Report for the SMP and several potential brackish groundwater desalters that could discharge into it. The City of Camarillo, Camrosa Water District, and Ventura County Waterworks Districts have agreed to participate in development of the Feasibility Report for desalters they may develop or participate in. An approved Feasibility Report would make the projects contained within eligible for up to \$20 million in potential grant funding.

Miscellaneous Engineering Activities

41. *Training* – Engineering staff presented various “tricks and traps” that contractors, developers, and others use on construction projects. The Manager of Water Resources provided a presentation on the basics of the California Environmental Quality Act and National Environmental Policy Act to Engineering staff.

42. *Crestview Well No. 8 Agreement* – The Deputy General Manager consulted with City of Camarillo staff on some of their draft Conditional Use Permit conditions.
43. *Fairview Pump Station Battery Storage System* – Ventura Energy delivered and installed a new grounding transformer. District staff supported Ventura Energy’s attempt to bring the Battery Energy Storage System online with the new equipment installed. Unfortunately, the system was unable to pass Tesla’s provisioning test and additional work will be required.
44. *Advanced Clean Fleet Regulations and Compliance* – The Manager of Engineering and Manager of Operations and Maintenance attended a roundtable discussion on Advanced Clean Fleets co-hosted by CalCities and California Special Districts Association.

Operations and Maintenance

System Operations

45. Camrosa’s Round Mountain Water Treatment Plant, the City of Camarillo’s North Pleasant Valley Desalter, and Port Hueneme Water Agency’s water treatment plant are currently online and discharging brine into the SMP.

46. The Manager of O&M initiated a staff development program focusing on advanced paced learning of hands-on skills, site specific techniques, and overall strategies for facility operations. In direct response to the District’s Strategic Plan and future staffing projections, key experienced staff will train and develop system maintenance staff members on the requirements to perform Control Systems’ and Distribution System’s monthly and annual maintenance requirements. This includes pump stations, turnouts, control valves, equipment calibration, dam, and wellfield monitoring. Initial field reports are very positive with staff eager to learn more about the District while increasing their overall knowledge as they prepare for future opportunities.



47. Control Systems staff completed the installation and testing of the filter building flow meters. This involved numerous site visits by the manufacturer to troubleshoot and resolve the initial challenges that were providing inconsistent readings. After the adjustments to the equipment the operators temporarily ran the LBWFP in recirculation to successfully verify flows. This new equipment will be beneficial when the LBWFP is shifting off the smaller 60-inch flocculation pipeline to the larger 84-inch pipeline,

enabling the operators to utilize exact flow volumes instead of percentage estimates from the original design. Crews also worked Saturday, November 18 to replace the 800-amp circuit breaker in the Ozone Building. This required de-energizing the LBWFP, replacing the unit, testing and cleaning the remaining remote circuit breakers, and returning power to the LBWFP. Staff also supported multiple SCE Public Safety Power Shutoff (PSPS) events requiring site visits to replace batteries, reset equipment, and repair damaged items throughout the service area. Lastly, staff continued to prepare the LBWFP for the upcoming winter shutdown schedule and operation.

48. Control Systems staff performed preventative maintenance and routine inspection on:

- LBWFP
- Lake Bard
- Conejo Hydroelectric Generator
- East Portal Hydroelectric Generator
- Santa Rosa Hydroelectric Generator
- Springville Hydroelectric Generator
- Conejo Standby Power Generators
- Conejo Valley Feeder No. 1
- Conejo Pump Station
- Fairview Pump Station
- Lindero Pump Station
- Lindero Pump Station No. 2 (Toe of Dam or TOD)
- Pressure Regulating Station No. 9
- California American Turnouts
- City of Simi Valley Turnouts
- City of Thousand Oaks Turnouts
- Ventura County Water Works Turnouts
- Well Nos. 7, 13-15, and Wellfield No. 2 Monitoring Wells
- Wellfield Site

49. Distribution System staff coordinated and assisted a contractor with repairing stainless steel piping at the ozone contactor in the LBWFP. This included disassembly, purging the system, preparing the site for welding according to hot work permit requirements, and completing the repair. Crews also oversaw outside contractors as they cleaned, inspected, and attempted repairs on one of the standby generator diesel fuel tanks. Secondary containment of the 10,000-gallon unit showed signs of corrosion which required an inspection with certified American Petroleum Institute inspectors. Staff also finalized standby generator repairs including the control board replacement at the Springville Hydroelectric Generator. The temporary rental equipment was returned to the vendor and the site remains available for generation as system demands permit. Lastly, crews responded to a failed backflow preventer at Zone Turnout and worked with General Services to purchase a replacement 10-inch unit. Crews coordinated with

the purveyor and used crane trucks to remove and replace the large unit with minimal down time.

50. Distribution System staff performed preventative maintenance and routine inspection on:

- LBWFP
- Conejo Hydroelectric Generator
- East Portal Hydroelectric Generator
- Santa Rosa Hydroelectric Generator
- Springville Hydroelectric Generator
- Conejo Pump Station
- Fairview Pump Station
- Grandsen Pump Station
- Lake Sherwood Pump Station
- Pressure Regulating Station Nos. 3, 4, 6, 6A, and 7-9
- Calleguas Conduit North Branch Relief Station
- Grimes Canyon Reservoir
- Lake Sherwood Reservoir
- Springville Reservoir
- Conejo Standby Power Generators
- California American Turnouts
- City of Simi Valley Turnouts
- Ventura County Waterworks Turnouts
- Grimes Canyon Disinfection Facility (GCDF)
- Wellfield Site

51. System Maintenance crews continued to perform preventative pipeline maintenance on the 24-inch and 39-inch Conejo Valley Feeder Unit No. 2. In addition, several team members have been assigned to staff development assignments within the Control Systems and Distribution groups. Senior staff met with inspection contractors and District Engineering staff to finalize coordination and anticipated staffing support requirements for the January 15 – 18, 2024 tunnel inspection. Crews will be assigned to work with Metropolitan staff to isolate and prepare the site for entry beginning on Monday, January 15. The anticipated schedule will require working for 48 continuous hours to complete LIDAR scanning of the tunnel. During this around-the-clock work, staff will work in teams of ten to provide 24-hour support. Once the work is completed, staff will prepare to receive reduced deliveries from the Los Angeles Department of Water and Power for several more days (due to a concurrent Metropolitan shutdown) before ultimately returning to deliveries from Metropolitan West Valley No. 2. This complex operation will remain the primary focus for the coming weeks as sequences are being finalized and the necessary equipment staged.

52. System Maintenance staff performed preventative maintenance and routine inspection on:

- Headquarters
- LBWFP
- Lake Bard
- East Portal Hydroelectric Generator
- Springville Hydroelectric Generator
- Conejo Valley Feeder No. 1
- Newbury Park Lateral No. 2
- Thousand Oaks Lateral
- Grandsen Pump Station
- Pressure Regulating Station No. 6
- Calleguas Conduit North Branch Relief Station
- Lake Sherwood Reservoir
- Lindero Reservoir
- Newbury Park Reservoir
- SMP Control Tank
- Springville Reservoir
- Thousand Oaks Reservoir
- Westlake Reservoir
- Camrosa Turnouts
- City of Simi Valley Turnouts
- Golden State Water Turnouts
- Ventura County Waterworks Turnouts
- Well Nos. 1 - 18
- Wellfield Site

53. Water quality met all SWRCB Division of Drinking Water standards for the month of November.

54. The Conejo, East Portal, Grandsen, Santa Rosa, and Springville Hydroelectric Generators are currently available for operation and online as flow conditions permit.

Miscellaneous Operations and Maintenance Activities

55. Operations and Maintenance staff provided design reviews and other support to the Engineering Department on various projects, including:

- LVMWD-Calleguas Interconnection (Project No. 450)
- Lindero No. 2 (TOD) Pump Station Rehabilitation (Project No. 590)
- Lake Sherwood Pump Station Rehabilitation (Project No. 591)
- Lindero Pump Station Rehabilitation (Project No. 592)

- Crew Building Improvements and Networking Center Relocation (Project No. 603)
- Calleguas-Ventura Interconnection (Project No. 562)

56. The District measured 0.51 inches of rainfall from November 1 to November 30 at the Lake Bard site. Measurable rainfall for the current water year, beginning October 1, is 0.51 inches.

Human Resources and Risk Management (HRRM)

Human Resources

Recruitment and Selection

57. The District welcomed new Senior Project Manager Jay Lukiewski to the Engineering Department, who will replace Senior Project Manager Bob Beamer, who is retiring in December. District staff completed onboarding activities that included introductions, benefit overview and enrollment, computer/workstation setup, IT network training, and facility tour.
58. Charlotte Holifield was promoted to the newly-created Government Relations Supervisor/PIO position and Maya Holcomb joined her team as the Management Analyst.
59. Interviews have been scheduled for the Water Resources Specialist position to fill the vacancy left after Jennifer Lancaster's promotion to Manager of Water Resources. This position will provide support to the Water Resources Department.
60. Interviews are being completed for the Student Intern position in the Regulatory Compliance Division. The student intern will provide laboratory and field support to the Regulatory Compliance Division.

Employee Engagement and Recognition

61. On October 30, HR staff hosted an All-Employee Meeting that included Employee Service Awards and lunch.
62. On November 13, HR staff conducted a survey for future Employee Appreciation events. Positive feedback and suggestions were received from staff that participated. The results were shared with Directors McMillan and Robert.

Training

63. The Assistant Manager of HRRM attended the California Public Employers Labor Relations Association's (CALPELRA) Annual Conference November 14 – 17. This three-day conference provides valuable training and resources in leadership, personnel management, and labor relations.
64. On November 27, HR staff attended Legal and Respectful Practices Training.

Risk Management

65. The Emergency Response Coordinator led coordination efforts in response to multiple PSPS events, including participation in critical infrastructure coordination meetings hosted by SCE and providing updates to staff on potential impacts to District facilities. PSPS events occurred multiple times, including from October 29-31, November 8-10, November 20-21, and November 26-27.
66. The Emergency Response Coordinator and Environmental Health and Safety Specialist performed required annual respirator fit testing for field staff in the Operations & Maintenance and Engineering Departments.
67. The Environmental Health and Safety Specialist developed and provided the following safety trainings for Calleguas employees:
 - a. Hazardous Materials Business Plan
 - b. Hazardous waste and hazardous waste treatment
 - c. Respirator protection
 - d. Air monitoring
68. The Environmental Health and Safety Specialist completed the annual review of the District's Hazardous Materials Business Plans. The District has six plans and each plan includes a hazardous materials inventory, site maps and emergency response contingency plans. These plans have been submitted through the California Environmental Reporting System for regulatory review by the Certified Unified Program Agency.
69. The Environmental Health and Safety Specialist completed the 3-year audit and update of the Spill Prevention, Control, and Countermeasure Plan for the GCDF Back-up Generator at Wellfield No. 2.
70. The Environmental Health and Safety Specialist is working with the Engineering Department on a new seismic assessment for the GCDF chlorine storage and ammonia storage area. This assessment is required to be revalidated every 5 years for facility locations that are regulated under a Risk Management Plan (a.k.a. Process Safety Management, Cal Accidental Release Plan).

Finance

71. Staff processed and paid 270 invoices, totaling approximately \$14.1 million between October 24 and November 27.
72. Finance staff prepared purveyor invoices for water sales in October totaling \$12,347,190.21. Metropolitan invoiced the District for the same period a total of \$8,835,303.49.
73. The Metropolitan invoice for water purchased in September and paid in November is \$9,658,585.45.
74. The balance in the LAIF account as of October 31 was \$1,397,162.64. The monthly effective yield is at 3.67% for October.
75. The Los Angeles-Long Beach-Anaheim Consumer Price Index for October was down 0.1% over the past month and up 2.4% from a year ago.
76. Staff continues to work on transferring custodial services for the 2008A Variable Rate Bonds from Bank of New York to U.S. Bank.
77. The Manager of Finance and the District's financial advisor, Montague, Derosé and Associates, prepared and issued a RFP for a new loan agreement to complement the capital improvement program funding. The responses to the RFP are due to the District by November 30.
78. Staff continues to work with the District's auditors, Nigro & Nigro, to conduct the fiscal year-end audit and complete the District's financial statements.

Information Technology

Cybersecurity

79. IT staff continue to follow up on new cybersecurity vulnerability announcements from various government agencies, as well as attend monthly webinars regarding cybersecurity and policy development.
80. The Manager of IT reviewed software requests from other departments to ensure they do not put the District at cybersecurity risk.
81. The Deputy General Manager, Manager of IT, and Manager of HRRM met with the District's insurance consultant to discuss the District's cybersecurity insurance policy and ensure it meets the needs of the District.

82. IT staff, Water Resources staff, and Strategic Policy Implementation staff watched a recording on Artificial Intelligence (AI) in Communications. This webinar highlighted areas where AI could be used and where it should not be used.

Training

83. The Manager of IT continues to collaborate with Control Systems Division staff to facilitate training of staff and transition of workload previously performed by the Controls System Specialist.

84. The Manager of IT continued attendance in the ACWA JPIA Leadership Essentials for the Water Industry this month with a virtual webinar.

Hardware and Software

85. IT staff continued work on the voice over internet protocol (VoIP) telephone system upgrade.

86. IT staff began network segmentation work to help increase security and allow more workstations to be added to the network in the future. Separating workstations, servers, and printers is an important first step to allow traffic rules to be developed for future security rules.

87. IT staff supported the onboarding and transition of employees, as well as purchasing and set up of new equipment to support them.

88. IT staff met several times with Verizon Wireless representatives to investigate the need to change plans for the modems at the District's turnouts. It was determined that the District does need to change plans and a process to support this work is being established.

89. IT staff completed username changes and implemented single-sign-on processes for all staff to use the same username and password to access multiple software. This helps reduce the likelihood of staff using less secure passwords or storing passwords.

90. IT staff supported the new Government Relations Supervisor/PIO in setting up a voicemail box on the PIO phone line.

91. IT staff has assembled a list of workstations that are due for replacement and have requested quotes for replacements.

92. IT staff continues to provide help desk functions. These tasks include:
- a. Installation and upgrade of software on District devices
 - b. Help with e-mail issues
 - c. Printer access troubles
 - d. Support with audiovisual needs for meetings in the Board Room
 - e. Support with District-issued phones
 - f. Assist with office relocations and ensure new staff has access to the network
 - g. Perform updates to the District's SharePoint (Intranet) page

Partner Workshop #2 – Report Out

Water Resources Implementation Strategy



November 1, 2023



MEETING PURPOSE

To continue engagement with retail and regional water organizations in a collaborative forum to confirm the planning basis for the WRISt, review draft regional water balance, and introduce preliminary WRISt portfolio themes.

DESIRED OUTCOMES

1. Review and prioritize evaluation and performance criteria for the WRISt portfolios informed by the Desired Outcomes and Success Criteria established during Partner Workshop #1.
2. Engage in a Risk and Uncertainty Criticality analysis.
3. Review the draft Status Quo Analysis including projected demands, supplies, existing system considerations, and the **Regional “Water Balance.”**
4. Introduce and discuss preliminary WRISt Portfolio Themes and Potential Project List and assign projects to the Themes.

Attendees

Calleguas Staff:

Tony Goff
Ian Prichard
Kristine McCaffrey

Consultant Team:

Paul Jones (D&W)
Jeff Szytel (WSC)
Heather Freed (WSC)
Jon Wells (D&W)

Name	Organization	Phone Number	Email
Ken Matsuo	City of Camarillo	805-383-5872	kmatsuo@cityofcamarillo.org
Scott Riley	GSWC	805-823-7790	Scott.Riley@gswnl.com
DAVID PEDERSEN	LUMWD	818 251-2122	dpedersen@lumwd.com
ERIC SCHLAGETER	LUMWD	818 251-2142	ESchlageter@lumwd.com
Scott Meckstroth	VCWA	805-378-8000	Scott.Meckstroth@ventura.org
Durrell McAdoo	CAW	805 732-1428	dmcadoo@camwater.com
MICHELLE EKORDE	SIMI VALLEY	805-583-6767	melorde@simivalley.org
Wanda Meyer	Simi Valley	805-583-6077	W.Meyer@simivalley.org
ARNE WILSON	VC-PWA	805 651 3942	Arne.Wilson@ventura.org
Gina Dorrington	Ventura Water	805 677-4131	gdorrington@cityofventura.ca.gov
Sean Hanley	VCWA	805 378 3000	sean.hanley@ventura.org
Dave Rydman	TWSD	805 658 4643	davidrydman@triumfcsd.com
Shiri Klima	Oxnard	805-385-7487	shiri.klima@oxnard.org
Jacob Quick	CAW	805-231-0730	Jacob.Quick@camwater.com
NORMAN HUFF	CAMROSA	909-725-9625	NORMAN4@CAMROSA.COM
NADUR HOTTAR			

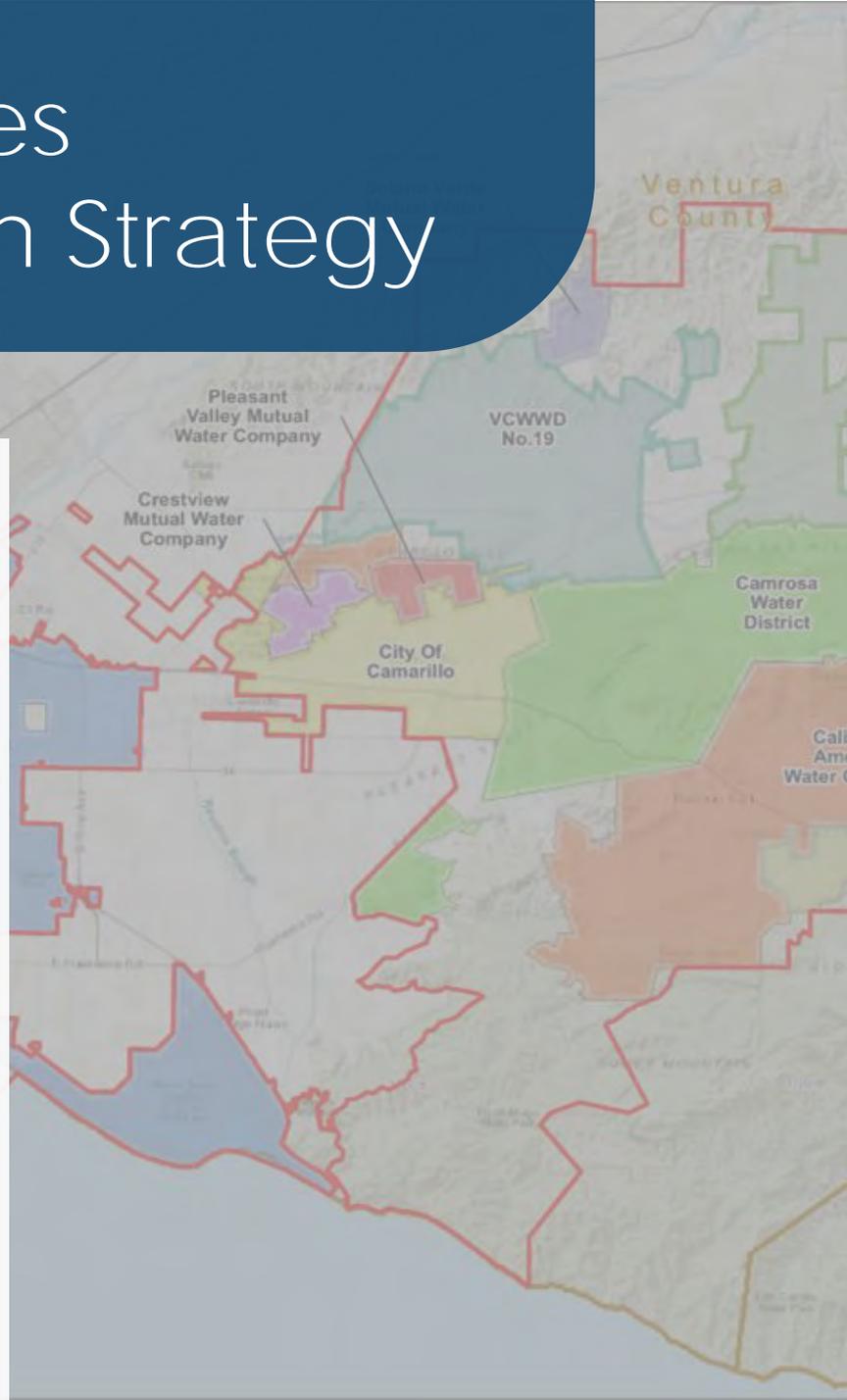
Project Overview

WATER RESOURCES IMPLEMENTATION STRATEGY

Water Resources Implementation Strategy

PURPOSE

Water Resources Implementation Strategy (WRIS) will engage regional, wholesale and retail partners in a collaborative process to develop a preferred portfolio of projects and options to support long-term supply reliability and resiliency, including delivering sufficient supplies during imported water supply outages.



APPROACH

- Build on the Water Supply Alternatives Study (WSAS)
- Develop and analyze portfolios
- Collaborate to establish an adaptive portfolio of assets, resources, systems and strategies
- Incorporate extensive regional engagement to align with stakeholders in ways that fit their needs, including peer-to-peer partnerships and co-investment
- Develop an adaptive management plan to address risks and uncertainties

Multi-phased Process

This scope is structured in multiple phases to allow an assessment of the results of Phase 1 to better inform the breadth and specific needs for subsequent implementation support.



WRISt Partner Workshop #1

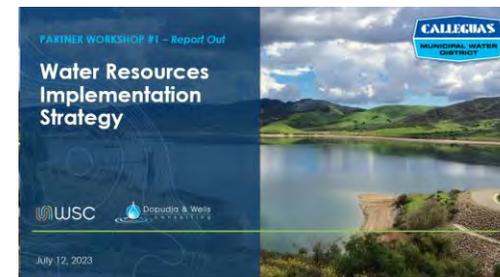
July 12, 2023

Key Outcomes

1. Determined the specific supply, reliability and resiliency problems that need to be addressed for the region.
2. Developed the desired outcomes for the WRISt process at the regional, wholesale, and retail water service level.
3. Defined measurable Success Criteria in the categories of reliability, costs/ benefits, resilience, environmental stewardship and others.
4. Discussed how these Success Criteria are integrated.

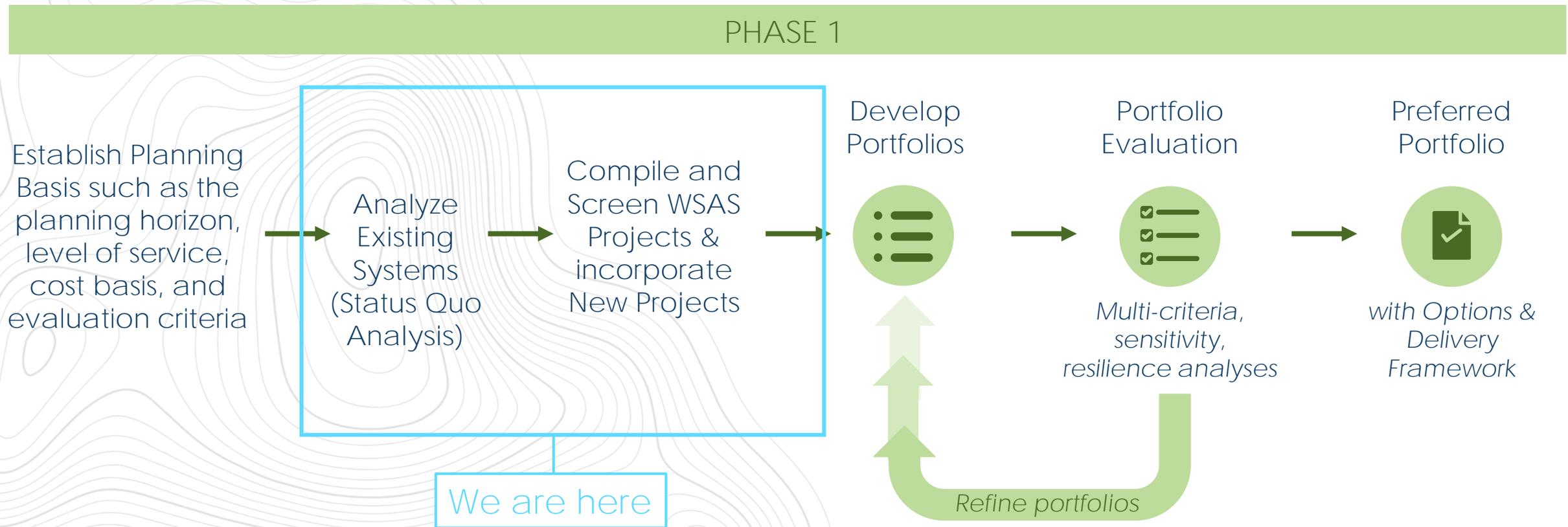


Report-out Document



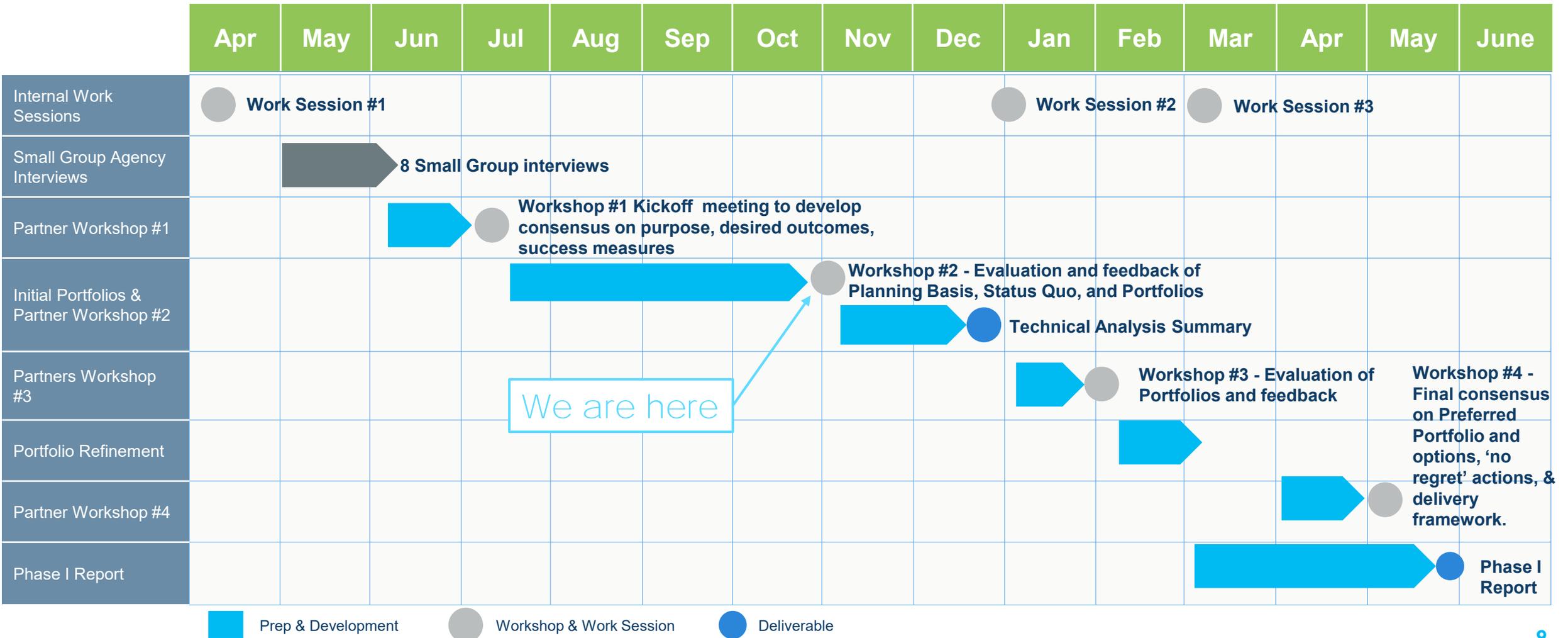
PHASE 1

Water Resource Portfolio Development & Regional Alignment



PHASE 1

Project Schedule



Planning Basis

WATER RESOURCES IMPLEMENTATION STRATEGY

Planning Basis

Planning Basis

The planning basis forms the metrics that will be used to formulate and evaluate water supply portfolios.

The Level of Service goals establish criteria all alternatives must meet, developed from the input received during Partner Workshop #1:

System Reliability:

Portfolios provide 100% reliability for health and safety demands under outage conditions.

Supply Reliability:

Portfolios will be designed to meet 100% of forecast demands, including conservation, under all forecast hydrologic and other conditions.

Water Quality:

Portfolios meet all primary and secondary drinking water standards, including the use of treatment and/or blending. The only exception is during an outage scenario secondary standards may be exceeded.

Planning Basis

Evaluation Criteria

Each evaluation criterion can have a weighting factor applied, and a sensitivity analysis around the weighting can be used to evaluate the top portfolios.

Evaluation Criteria are used to capture and compare portfolio benefits and impacts including those that are not well defined monetarily or quantitatively.

For effective decision-making, criteria should align with project objectives and be developed with the following attributes:



Distinctive: should be developed to distinguish between one portfolio and another.



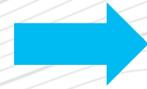
Measurable: should be measurable, either quantitatively or qualitatively, to determine if they are being achieved.



Non-Redundant: should be discrete, separate, and distinct.



Understandable: should be easily explainable.



Concise: should be kept to manageable numbers.

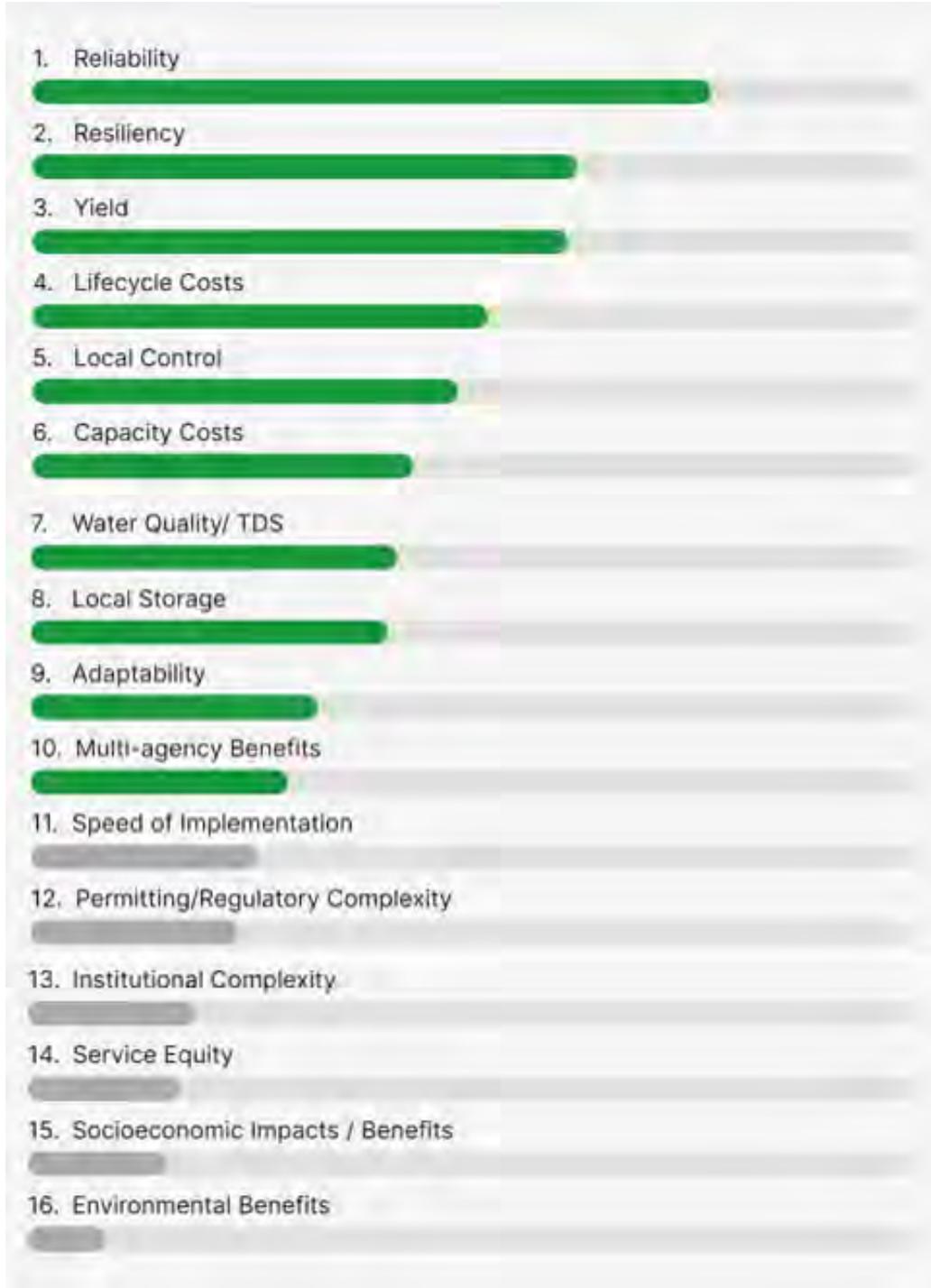
Planning Basis

Initial Evaluation Criteria Weighting

- Lifecycle Costs (\$/AF)
- Capacity Costs (\$/CFS)
- Yield (AFY and CFS)
- Reliability
- Resiliency
- Multi-agency Benefits
- Speed of Implementation
- Permitting/Regulatory Complexity
- Institutional Complexity
- Adaptability
- Local Control
- Local Storage
- Service Equity
- Socioeconomic Impacts/ Benefits
- Water Quality/ TDS
- Environmental Benefits

Poll Results:
Workshop attendees used SLIDO to individually rank their top 10 evaluation criteria from most important to least important for the portfolio evaluation.

The aggregated results are shown here.



Small Group Activity 1: Risks and Uncertainties Criticality Analysis

WATER RESOURCES IMPLEMENTATION STRATEGY

Planning Basis

Risks and Uncertainties

Definition and Importance in Water Resource Planning:

- A RISK is an event that could adversely affect water system performance where the likelihood of the occurrence and the impact are known or can be reasonably estimated.
- An UNCERTAINTY is an event that could adversely affect water system performance where the likelihood of the occurrence and/or the impact is unknown or cannot be estimated confidently.

$$\text{Criticality} = \text{Likelihood} \times \text{Impact}$$



Planning Basis

Risks and Uncertainties

Risks and Uncertainties will be used in multiple steps throughout the WRISr planning process, including:

- The adjustment of supply and demand projections
- Development and refinement of portfolios
- The formation of resilience scenarios to provide sensitivity testing of the top portfolios

An initial list of Risks and Uncertainties was provided:



Water Resources Implementation Strategy (WRISr) DRAFT Risks and Uncertainties October 2023

A **risk** is an event that could adversely affect water system performance where the likelihood of the occurrence and the impact are known or can be reasonably estimated. An **uncertainty** is an event that could adversely affect water system performance where the likelihood of the occurrence and/or the impact is unknown or cannot be estimated confidently.

Risks and uncertainties will be used in multiple steps throughout the WRISr planning process, including the adjustment of supply and demand projections, development and refinement of portfolios, and developing resilience scenarios to provide sensitivity testing of the top portfolios.

The initial list of risks and uncertainties most relevant to the Calleguas wholesale system developed by the Calleguas MWD staff and consultant team, including how to incorporate the risk and uncertainty in the planning process to account for future unknowns, are listed below:

Risk/ Uncertainty	Description	How to Incorporate into the WRISr Analysis
Climate Variability	Climate change affects the availability, volume, and quality of water supplies. Climate models disagree on average annual precipitation projections but agree on other hydrologic metrics relevant to water resources management, including snowpack declines, increased extreme rainfall days, shorter and sharper rainy season, increased evapotranspiration, and higher frequency of extremely wet and extremely dry years. Also, changes in climate, especially higher temperatures, are making droughts deeper and longer, which can increase outdoor water use.	Incorporate Metropolitan Water District's (MWD's) IRP Supply projections that include a range of future imported supplies considering climate variability and timing and impact of MWD proposed infrastructure improvements and supply actions that will increase supply availability in the State Water Project (SWP) dependent areas. Consider climate variability impacts on local supply sources and demand.
Groundwater Yield	There is uncertainty regarding sustainable groundwater yield projections from many of the basins within Calleguas' service area due to SGMA and ongoing adjudications.	Incorporate future groundwater projections that consider potential impacts to yield due to FCGMA ordinances, SGMA, and the ongoing adjudication in the Oxnard, Pleasant Valley, and Las Posas Basins.

Planning Basis

Risk and Uncertainties

A total of 13 Risks and Uncertainties have initially been identified for the WRIST:

- Climate Variability – Imported Supply Impacts
- Climate Variability – Local Supply Impacts
- Climate Variability – Local Demand Impacts
- Groundwater Yield
- Groundwater Quality
- Financial Stability
- Institutional Cooperation
- Regulatory and/or Legal – Supply Impacts
- Regulatory and/or Legal – Demand Impacts
- Regulatory and/or Legal – Project Implementation Impacts
- Energy Cost
- Energy Reliability
- Catastrophic Event

Handout



Risks and Uncertainties

Small Group Activity #1

Criticality Analysis

- Spend the next 20 minutes at your table discussing the Risks and Uncertainties (handout).
- Groups may add up to one(1) additional Risk, and one (1) additional Uncertainty – write on provided board.
- For each Risk and Uncertainty, use colored dots on the pre-printed board to rate the Likelihood of Occurrence and Impact to the Region as either Low , Moderate , or High .
- Nominate a spokesperson for the group to report out what is discussed.
- For the report out we will go around to each group and ask to share in 5 minutes **your group's discussion** of the Risks and Uncertainties with the highest Likelihood of Occurrence and greatest Impact on the Region.



Risks and Uncertainties

Small Group Brainstorm Exercise

Risk & Uncertainty Criticality Analysis

Use the provided colored stickers to evaluate the likelihood of occurrence and impact to the region for each risk and uncertainty. Add additional risks and uncertainties that may be missing from the list below.

LIKELIHOOD OF OCCURRENCE / IMPACT KEY

- HIGH
- MODERATE
- LOW

Risk/Uncertainty	Likelihood of Occurrence	Impact to the Region
Climate Variability: Imported Supply Impacts		
Climate Variability: Local Supply Impacts		
Climate Variability: Local Demand Impacts		
Groundwater Yield		
Groundwater Quality		
Financial Stability		
Institutional Cooperation		
Regulatory and/or Legal: Supply Impacts		
Regulatory and/or Legal: Demand Impacts		
Regulatory and/or Legal: Project Implementation Impacts		
Energy Cost		
Energy Reliability		
Catastrophic Event		

Risk and Uncertainties list from handout.

Group may add one additional Risk and one additional Uncertainty here.

Criticality: Likelihood of Occurrence and Impact to Region.

Place dots to rate:

- High ●
- Moderate ●
- Low ●

Risk & Uncertainty Criticality Analysis

Use the provided colored stickers to evaluate the likelihood of occurrence and impact to the region for each risk and uncertainty. Add additional risks and uncertainties that may be missing from the list below.

LIKELIHOOD OF OCCURRENCE / IMPACT KEY

- HIGH
- MODERATE
- LOW

Risk/Uncertainty	Likelihood of Occurrence	Impact to the Region
Climate Variability: Imported Supply Impacts	●	●
Climate Variability: Local Supply Impacts	●	●
Climate Variability: Local Demand Impacts	●	●
Groundwater Yield	●	●
Groundwater Quality	●	●
Financial Stability	●	●
Institutional Cooperation	●	●
Regulatory and/or Legal: Supply Impacts	●	●
Regulatory and/or Legal: Demand Impacts	●	●
Regulatory and/or Legal: Project Implementation Impacts	●	●
Energy Cost	●	●
Energy Reliability	● ●	●
Catastrophic Event	●	●
Lack of sustained long-term (political) focus	●	●
Low level of community support/engagement	●	● ●

Table 1

Risk & Uncertainty Criticality Analysis

Use the provided colored stickers to evaluate the likelihood of occurrence and impact to the region for each risk and uncertainty. Add additional risks and uncertainties that may be missing from the list below.

LIKELIHOOD OF OCCURRENCE / IMPACT KEY

- HIGH
- MODERATE
- LOW

Risk/Uncertainty	Likelihood of Occurrence	Impact to the Region
Climate Variability: Imported Supply Impacts	●	●
Climate Variability: Local Supply Impacts	●	●
Climate Variability: Local Demand Impacts	●	●
Groundwater Yield	●	●
Groundwater Quality	●	●
Financial Stability	●	●
Institutional Cooperation	●	●
Regulatory and/or Legal: Supply Impacts	●	●
Regulatory and/or Legal: Demand Impacts	●	●
Regulatory and/or Legal: Project Implementation Impacts	●	●
Energy Cost	●	●
Energy Reliability	●	●
Catastrophic Event	●	●

Table 2

Risk & Uncertainty Criticality Analysis

Use the provided colored stickers to evaluate the likelihood of occurrence and impact to the region for each risk and uncertainty. Add additional risks and uncertainties that may be missing from the list below.

LIKELIHOOD OF OCCURRENCE / IMPACT KEY

- HIGH
- MODERATE
- LOW

Risk/Uncertainty	Likelihood of Occurrence	Impact to the Region
Climate Variability: Imported Supply Impacts	●	● ⁺
Climate Variability: Local Supply Impacts	●	●
Climate Variability: Local Demand Impacts	●	●
Groundwater Yield	●	●
Groundwater Quality	●	●
Financial Stability	●	●
Institutional Cooperation	● <i>Optimistic</i>	●
Regulatory and/or Legal: Supply Impacts	●	●
Regulatory and/or Legal: Demand Impacts	●	●
Regulatory and/or Legal: Project Implementation Impacts	●	● <i>Scope Limit</i>
Energy Cost	●	●
Energy Reliability	●	●
Catastrophic Event	●	●

Table 3

Risk & Uncertainty Criticality Analysis

Use the provided colored stickers to evaluate the likelihood of occurrence and impact to the region for each risk and uncertainty. Add additional risks and uncertainties that may be missing from the list below.

LIKELIHOOD OF OCCURRENCE / IMPACT KEY

- HIGH
- MODERATE
- LOW

Risk/Uncertainty	Likelihood of Occurrence	Impact to the Region
Climate Variability: Imported Supply Impacts	●	●
Climate Variability: Local Supply Impacts	●	●
Climate Variability: Local Demand Impacts	●	●
Groundwater Yield	●	●
Groundwater Quality	●	●
Financial Stability	●	●
Institutional Cooperation	●	●
Regulatory and/or Legal: Supply Impacts	●	●
Regulatory and/or Legal: Demand Impacts	●	●
Regulatory and/or Legal: Project Implementation Impacts	●	●
Energy Cost	●	●
Energy Reliability	●	●
Catastrophic Event	●	●
<i>RECESSION</i>	●	●
<i>DISPARITY WITH REGION</i>	<i>WILL VARY</i>	<i>VARIES</i>

Table 5

Risk & Uncertainty Criticality Analysis

Use the provided colored stickers to evaluate the likelihood of occurrence and impact to the region for each risk and uncertainty. Add additional risks and uncertainties that may be missing from the list below.

LIKELIHOOD OF OCCURRENCE / IMPACT KEY

-  HIGH
-  MODERATE
-  LOW

Risk/Uncertainty	Likelihood of Occurrence	Impact to the Region
Climate Variability: Imported Supply Impacts		
Climate Variability: Local Supply Impacts		
Climate Variability: Local Demand Impacts		
Groundwater Yield		
Groundwater Quality		
Financial Stability		
Institutional Cooperation		
Regulatory and/or Legal: Supply Impacts		
Regulatory and/or Legal: Demand Impacts		
Regulatory and/or Legal: Project Implementation Impacts		
Energy Cost		
Energy Reliability		
Catastrophic Event		

Table 6

Reported Criticality Analysis Results

Risk and Uncertainty Criticality Analysis (as reported by each table)

Table 1: Added “Lack of Sustained Long-term Political Focus” & “Low Level of Community Support/Engagement.” Most critical: Climate variability of imported supply, groundwater yield (solution is better use of groundwater), reg/legal risk to supplies (Bay Delta issues), likelihood of any catastrophic event is high. Some are easier to mitigate than others.

Table 2: Most risks were high/moderate. Institutional cooperation is lower risk. Double red: Climate change for imported supplies, GW quality, regulatory/legal impacts for supply, demand, and project implementation.

Table 3: Most critical: Climate variability. Lower likelihood score for GW yield/quality because these are hard to control. Reg/legal impacts are high.

Table 5 Added “Recession” & “Disparity within the Region for Supply and Water Quality” (Upper zone water quality during an outage). Double green on institutional cooperation.

Table 6: GW yield is already ramping down, GW quality impacts are already happening, lower likelihood for catastrophic event. Double green on institutional cooperation (optimistic but recognize the need to move projects forward).

(Note: Table 4 was not occupied for this activity)

Criticality Analysis Results

Colored dots were translated into numerical values: Green = 1, Yellow = 3, Red = 5. The average scores for all tables were calculated, along with the resulting Criticality Score.

Higher scores represent the more critical Risks & Uncertainties.

Risk/ Uncertainty	Likelihood	Impact	Criticality Score
Climate Variability: Imported Supply Impacts	5.0	5.0	25.0
Regulatory and/or Legal: Supply Impacts	4.6	4.2	19.3
Climate Variability: Local Demand Impacts	4.2	3.8	16.0
Groundwater Yield	4.2	3.8	16.0
Regulatory and/or Legal: Demand Impacts	4.2	3.8	16.0
Climate Variability: Local Supply Impacts	3.8	3.8	14.4
Energy Cost	5.0	2.6	13.0
Catastrophic Event	2.6	5.0	13.0
Regulatory and/or Legal: Project Implementation Impacts	3.4	3.8	12.9
Energy Reliability	3.6	3.4	12.2
Groundwater Quality	3.0	3.4	10.2
Financial Stability	2.2	2.6	5.7
Institutional Cooperation	1.0	2.6	2.6

Status Quo Analysis & Regional Water Balance

WATER RESOURCES IMPLEMENTATION STRATEGY

Status Quo Analysis & Regional Water Balance

The “Status Quo” Analysis evaluates the future supply and demands under the current operating conditions. Only planned projects that are not being evaluated are considered in the Status Quo.

Presentation Outline:

- Regional Demand Projections
- Regional Supply Projections
- Regional Water Balance

Demand Projections

Status Quo Analysis & Regional Water Balance

Status Quo Analysis

Demand Projections

Compared Calleguas service area demand projections available through 2045.

Calleguas UWMP

Provided by
Metropolitan based
on Calleguas data

Metropolitan
Integrated
Resource Plan
(IRP) Scenarios

- A. Scenario A/C: Lower Demand Projection
- B. Scenario B/D: Higher Demand Projection

Retail Partner's
UWMP

Includes 5-year
average demand for
non-urban water
users (8% of total
demand)

Urban Water Use
Objective
Projections

- A. Moderate projection: 63% evapotranspiration factor (ETF) and 20% irrigable non-irrigated (INI) area
- B. Conservative projections: 55% ETF and no INI

Extrapolated population projections and per capita water use to continue demand trends through the 2065 planning period

Status Quo Analysis

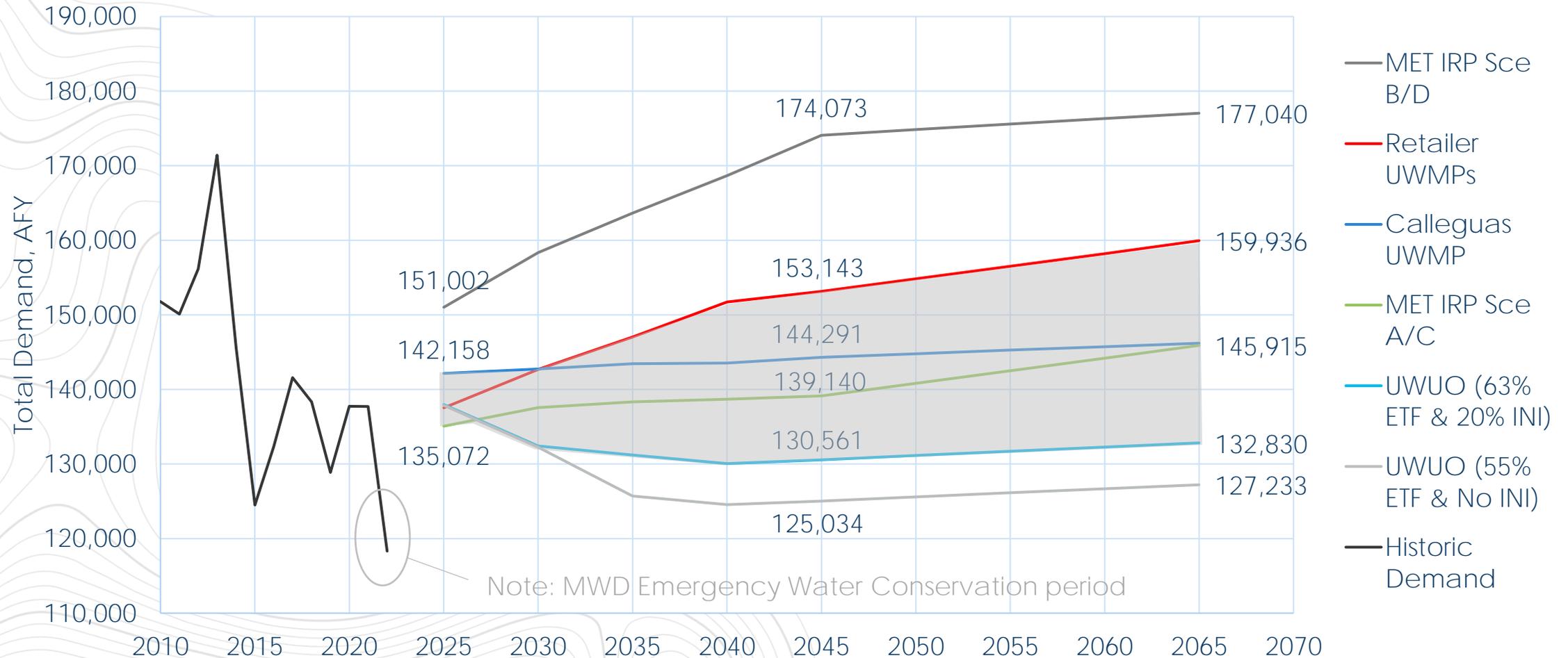
Metropolitan IRP

- Metropolitan's Integrated Water Resources Plan (IRP) incorporates uncertainty of future supply and demand through four scenarios
- Both supply and demand projections from the IRP are used in the WRIS process



Status Quo Analysis

Demand Envelope



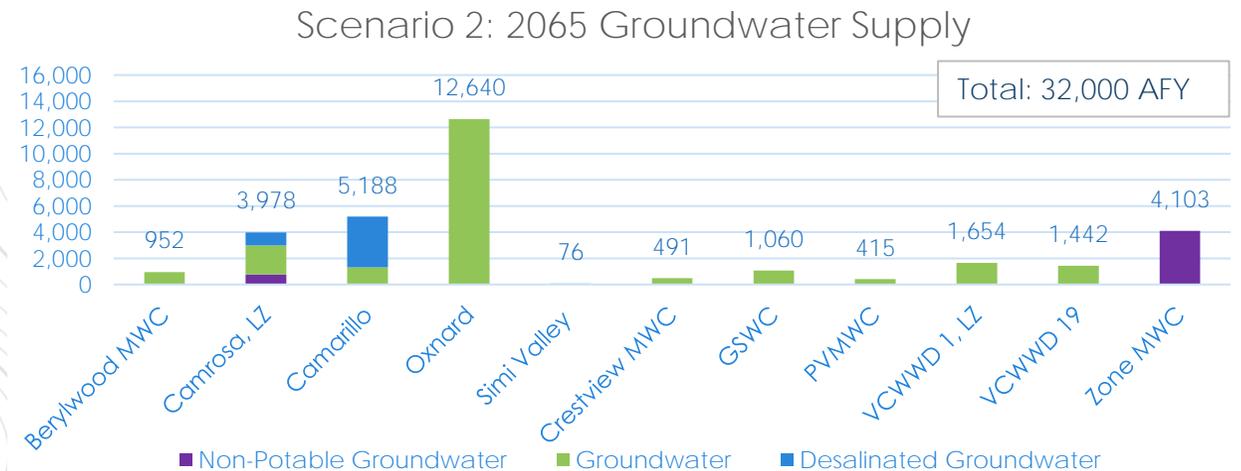
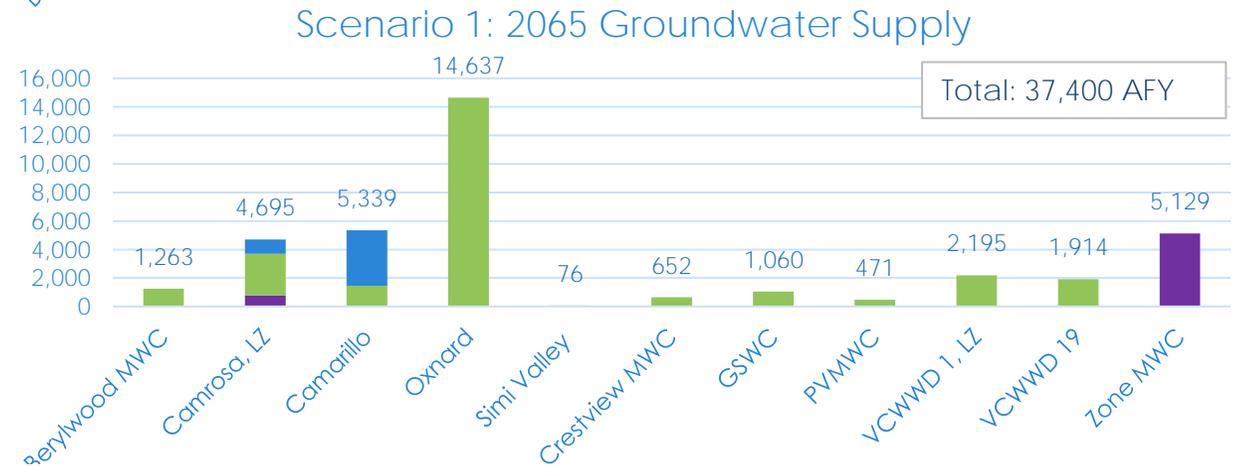
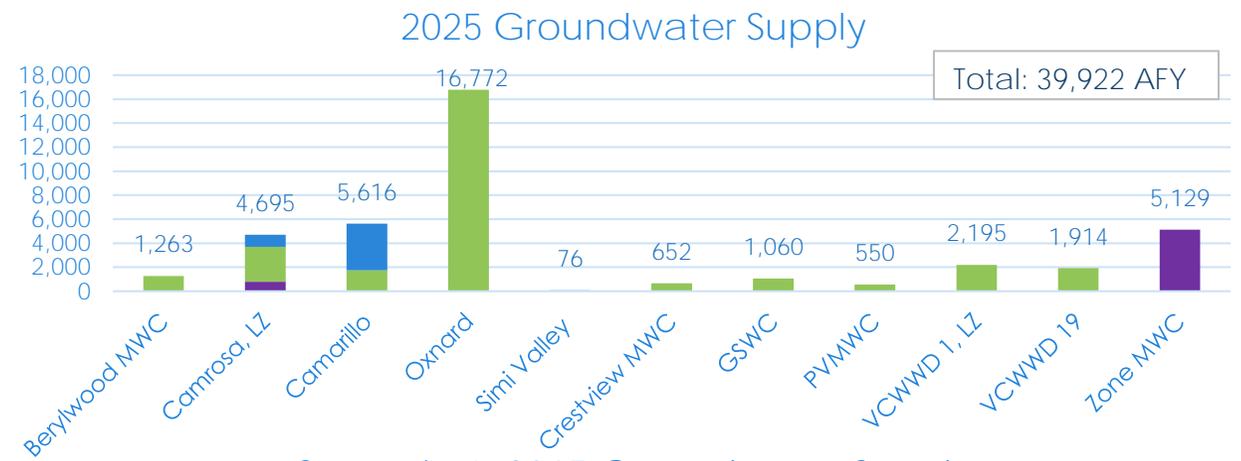
Supply Projections

Status Quo Analysis & Regional Water Balance

Status Quo Analysis

Groundwater Projections

- Three groundwater buckets for each retail partner:
 - Non-potable
 - Potable
 - Desalted Brackish
- **Scenario 1:** Declining groundwater in OPV Basin based on FCGMA Ordinance, current Las Posas allocations are steady.
- **Scenario 2:** 10% reduction in OPV 2040 target, 20% reduction in current Las Posas allocations by 2040
- Other basin projections based on UWMP Projections



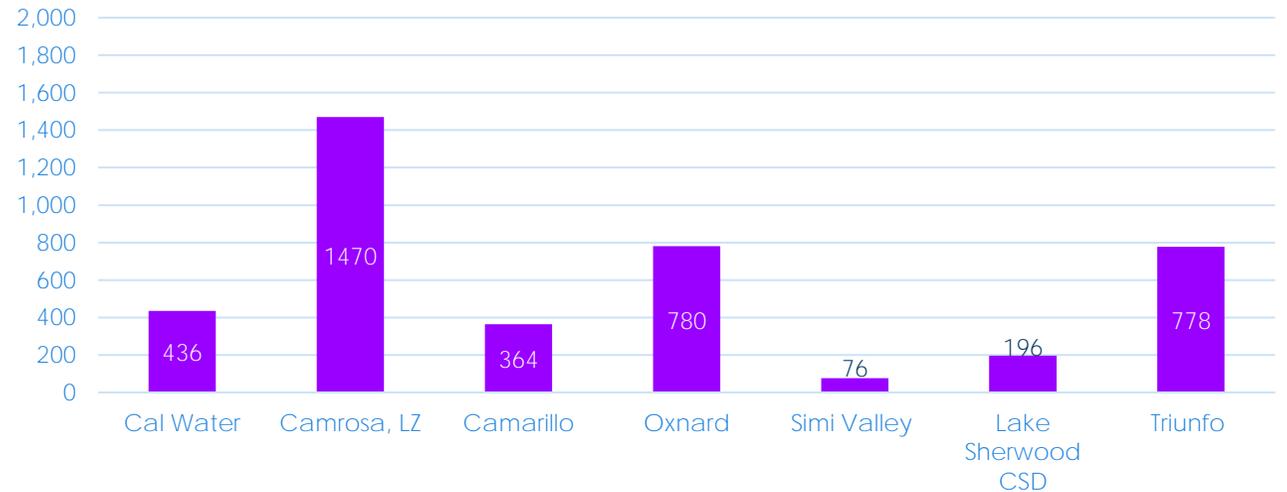
Status Quo Analysis

Recycled Water Projections

- Two buckets for each retail partner:
 - Non-potable recycled water
 - Potable Reuse
- Baseline projection based on retail UWMP projections with some adjustment:
 - Added LVPW Project
 - Reduced Oxnard AWPf capacity/timing because it is part of the evaluation

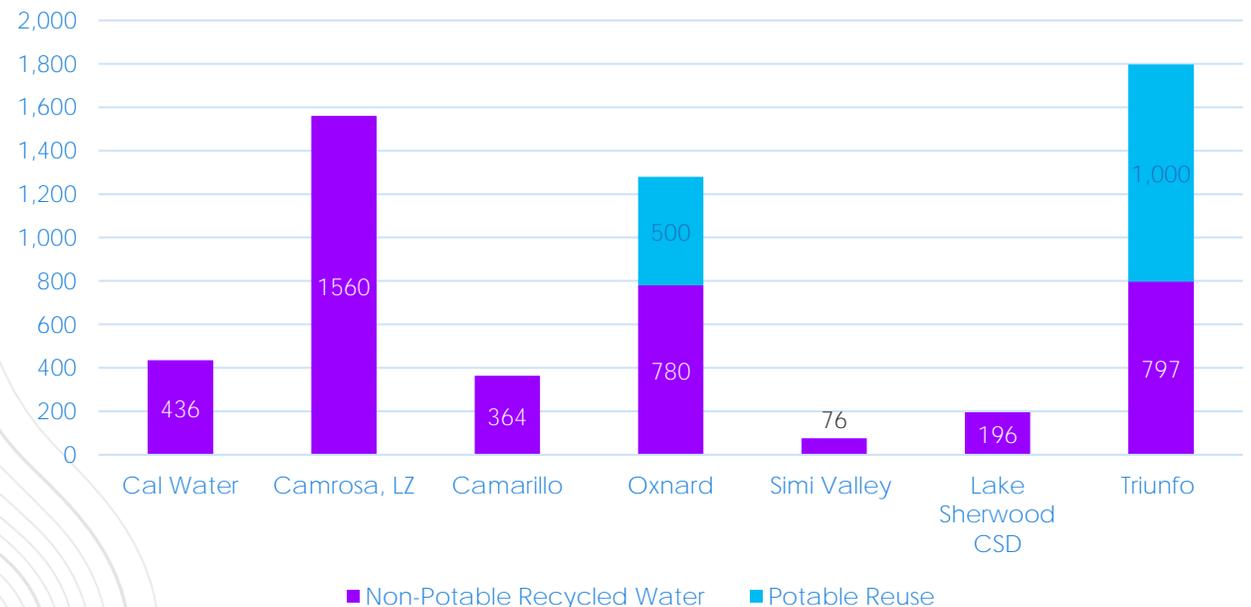
2025 Recycled Water

Total: 5,700 AFY



2065 Recycled Water

Total: 7,765 AFY

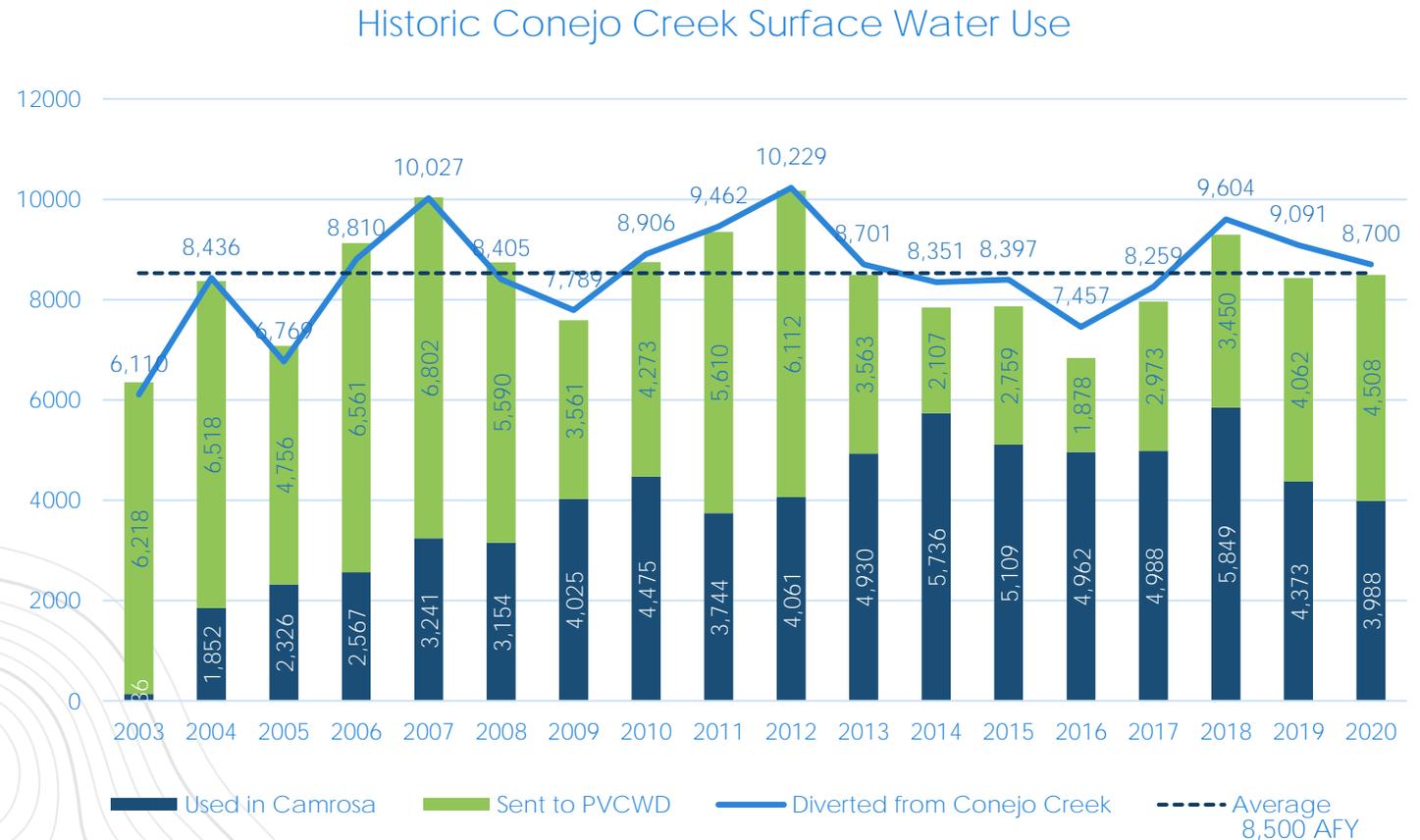


■ Non-Potable Recycled Water ■ Potable Reuse

Status Quo Analysis

Non-Potable Surface Water Projections

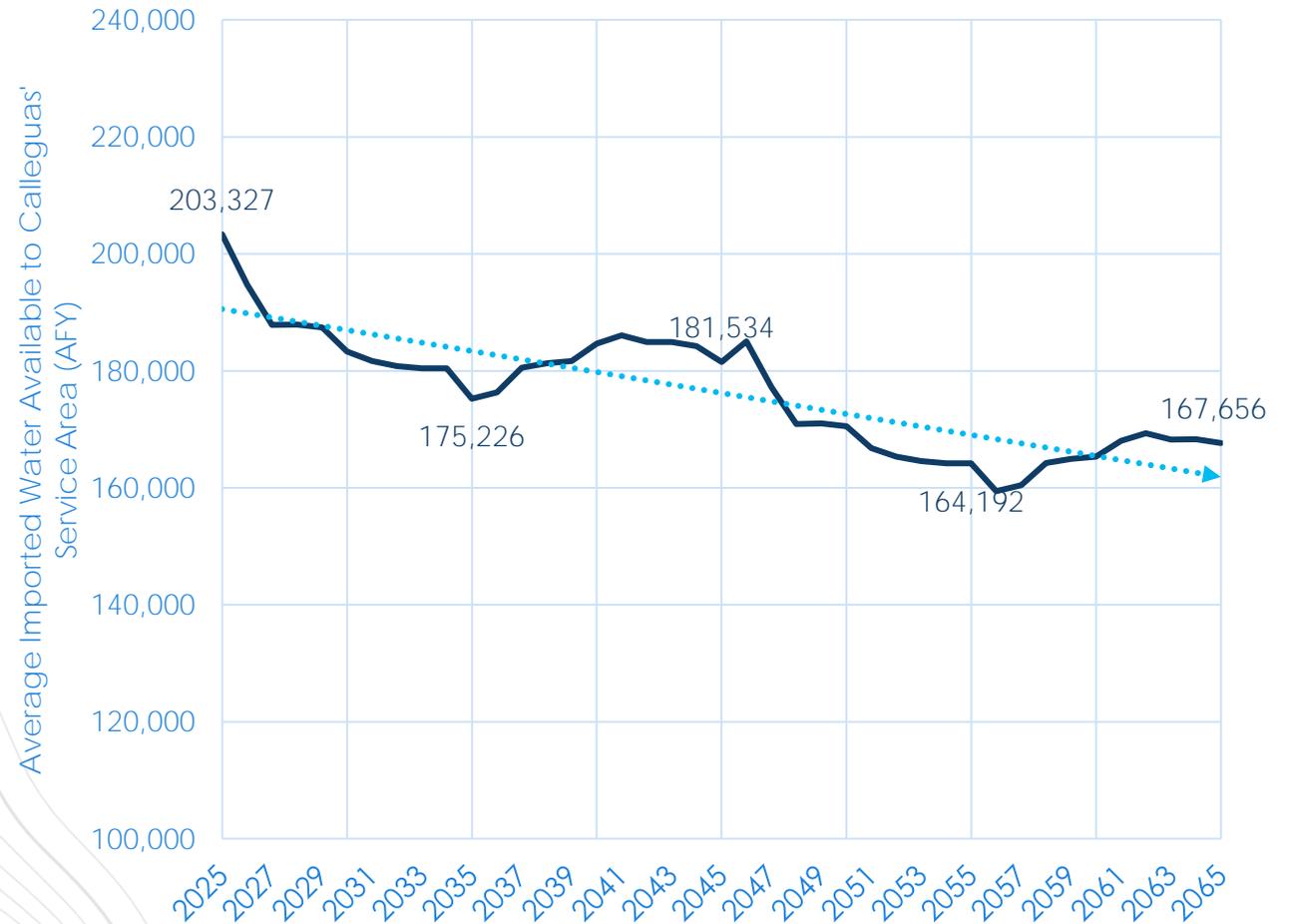
- Camrosa Water District Supply
- Projected Supply:
 - 9,000 AFY diverted from Conejo Creek
 - 5,000 AFY use in Camrosa
 - 4,000 AFY sent to PVCWD (accumulating GW credits for Camrosa)
- Supply is tied to effluent from Hill Canyon Treatment Plant/
Thousand Oaks demand



Status Quo Analysis

Metropolitan Supply Projections

- Includes 96 Calleguas Imported Water (SWP supply) projections provided by Metropolitan for IRP Scenario C and D (Reduced Imports) through 2045.
- Only additional supply project included by Metropolitan in the projections is AVEK (280 TAF).
- Extended projections to 2065 by repeating hydrology with a 9% reduction factor.



Status Quo Analysis

Metropolitan Supply Projections

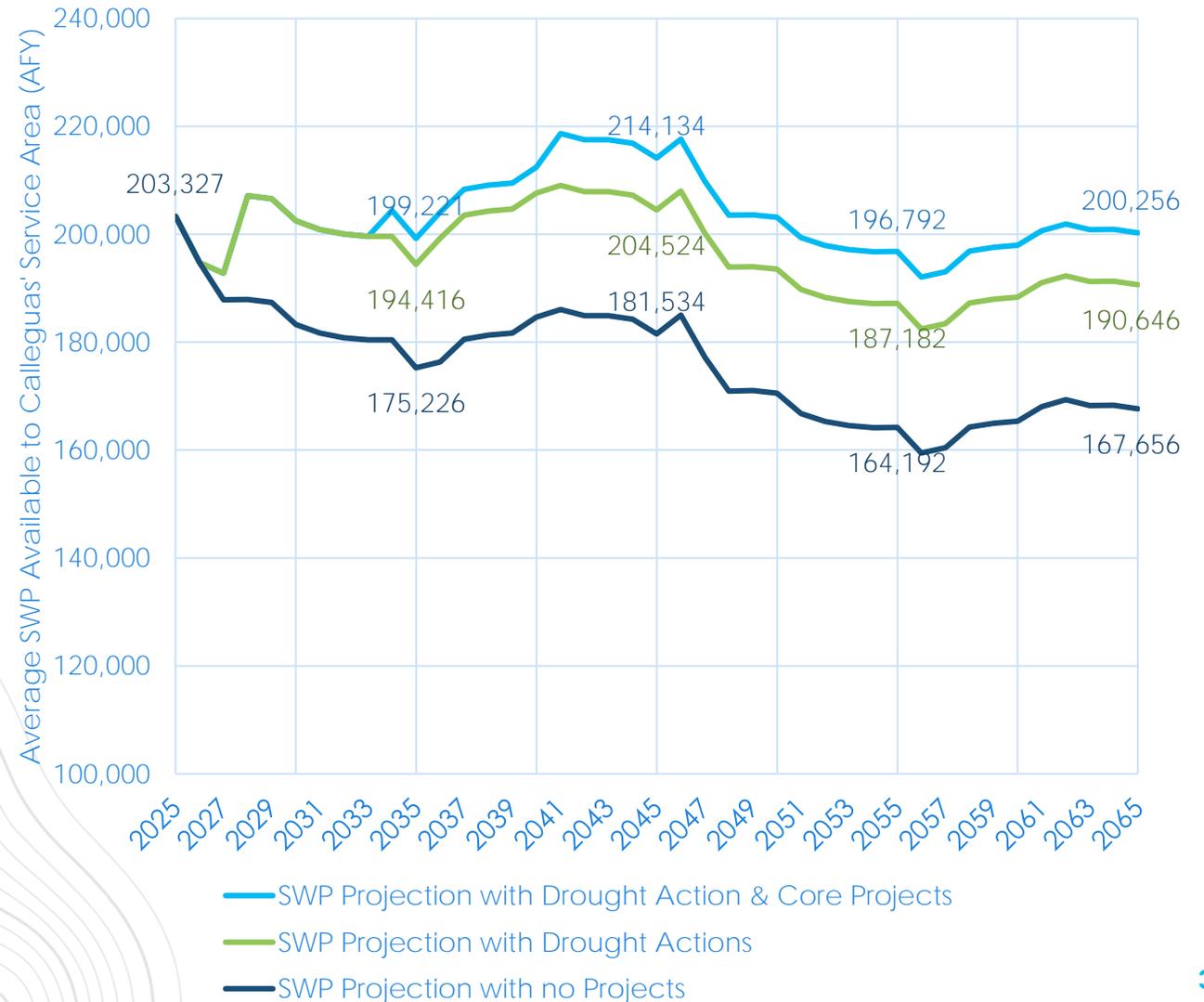
• Drought Actions

- Includes new Metropolitan pump stations, interconnections, and conveyance project to offset SWP demand with CRA water.
- Assumes Calleguas benefit of 19% of the project capacity based on Calleguas' demand relative to SWP Dependent Areas demand.

• New Core Supply Project

- Includes Pure Water Southern California.
- Assumes Calleguas benefit of 6.2% based upon average Calleguas demand relative to total Metropolitan demand.

Added planned Metropolitan projects to increase SWP reliability

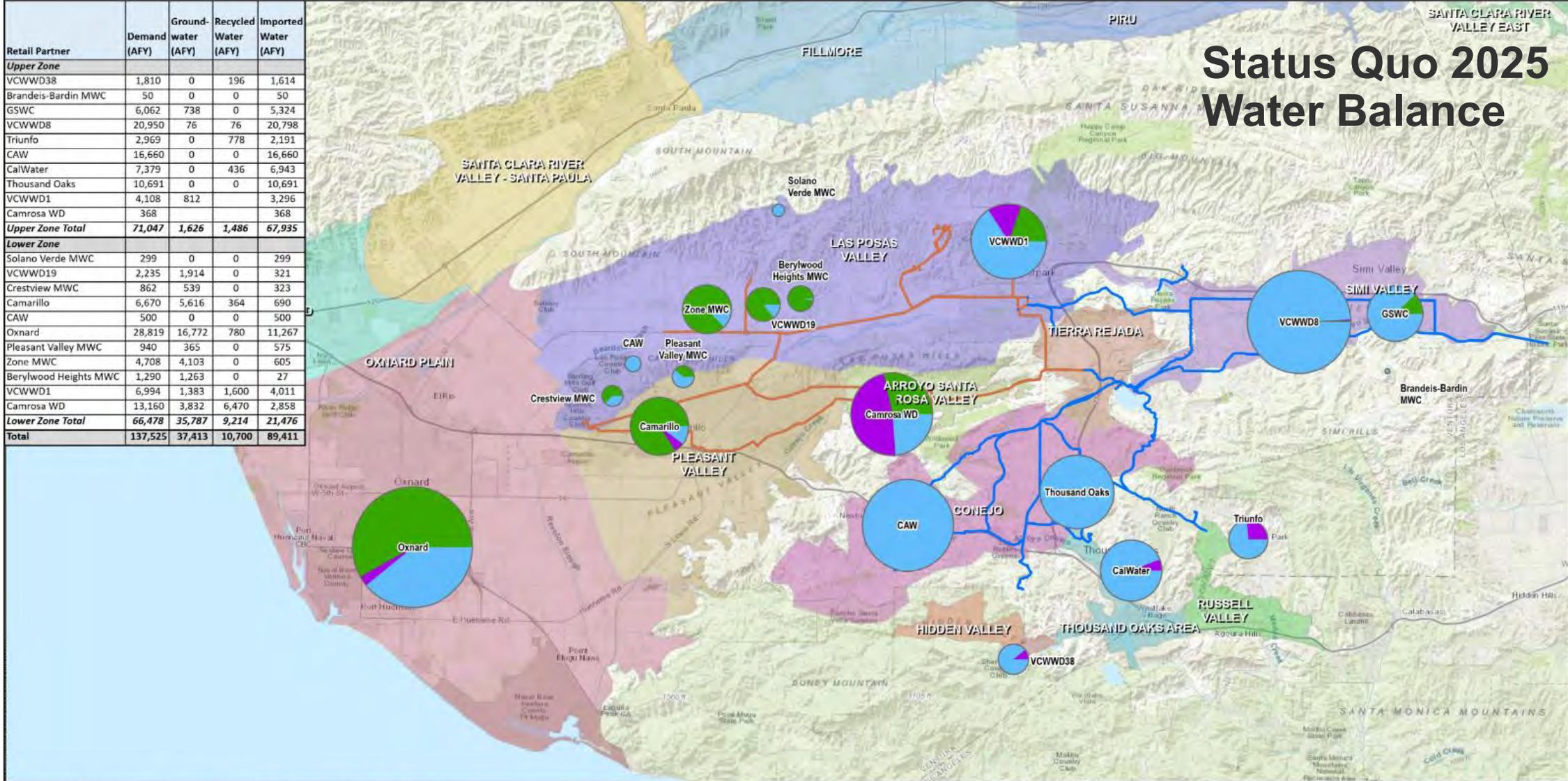


Regional Water Balance

Status Quo Analysis & Regional Water Balance

Status Quo 2025 Water Balance

Retail Partner	Demand (AFY)	Ground-water (AFY)	Recycled Water (AFY)	Imported Water (AFY)
Upper Zone				
VCWWD38	1,810	0	196	1,614
Brandeis-Bardin MWC	50	0	0	50
GSWC	6,062	738	0	5,324
VCWWD8	20,950	76	76	20,798
Triunfo	2,969	0	778	2,191
CAW	16,660	0	0	16,660
CalWater	7,379	0	436	6,943
Thousand Oaks	10,691	0	0	10,691
VCWWD1	4,108	812	0	3,296
Camrosa WD	368			368
Upper Zone Total	71,047	1,626	1,486	67,935
Lower Zone				
Solano Verde MWC	299	0	0	299
VCWWD19	2,235	1,914	0	321
Crestview MWC	862	539	0	323
Camarillo	6,670	5,616	364	690
CAW	500	0	0	500
Oxnard	28,819	16,772	780	11,267
Pleasant Valley MWC	940	365	0	575
Zone MWC	4,708	4,103	0	605
Berylwood Heights MWC	1,290	1,263	0	27
VCWWD1	6,994	1,383	1,600	4,011
Camrosa WD	13,160	3,832	6,470	2,858
Lower Zone Total	66,478	35,787	9,214	21,476
Total	137,525	37,413	10,700	89,411

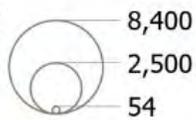


2025 Retail Partner Demand

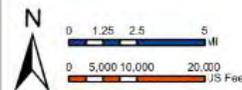


- Percent Groundwater
- Percent Recycled Water
- Percent Imported Water

Note: Surface water that supplies Camrosa's non-potable system is included in recycled water.



- Potable Pipeline, Lower Zone
- Potable Pipeline, Upper Zone
- Groundwater Subbasin Label



References:

- Coordinate System: NAD 1983 StatePlane California V FIPS 0405 Feet
Projection: Lambert Conformal Conic
- Demand uses Retail Partner's UWMP Projections

Prepared for:



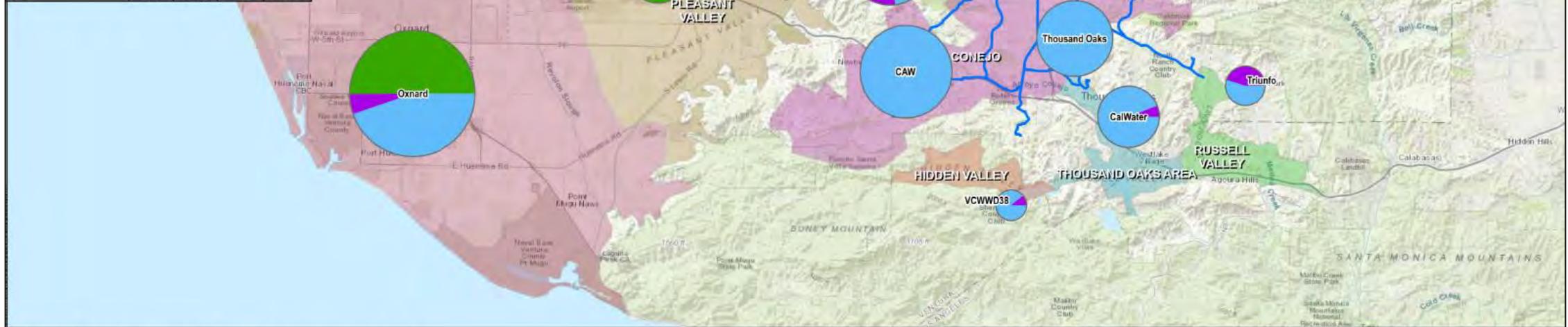
Prepared by:



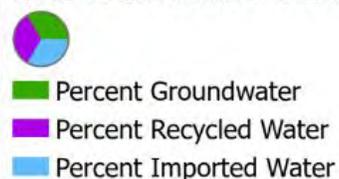
Water Resource Implementation Strategy
Calleguas Municipal Water District

Status Quo 2065 Water Balance

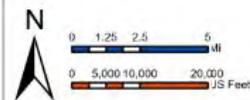
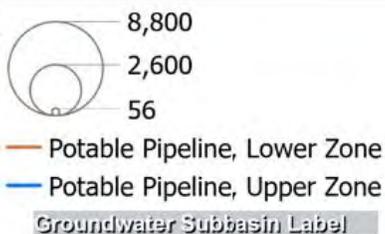
Retail Partner	Demand (AFY)	Ground-water (AFY)	Recycled Water (AFY)	Imported Water (AFY)
Upper Zone				
VCWWD38	1,943	0	196	1,747
Brandeis-Bardin MWC	54	0	0	54
GSWC	6,770	805	0	5,965
VCWWD8	24,887	76	76	24,735
Triunfo	3,191	0	1,797	1,394
CAW	17,686	0	0	17,686
CalWater	7,746	0	436	7,310
Thousand Oaks	11,827	0	0	11,827
VCWWD1	4,685	761		3,924
Camrosa WD	379			379
Upper Zone Total	79,168	1,642	2,505	75,021
Lower Zone				
Solano Verde MWC	317	0	0	317
VCWWD19	2,367	1,442	0	925
Crestview MWC	922	321	0	601
Camarillo	7,432	5,188	364	1,881
CAW	531	0	0	531
Oxnard	32,878	12,640	1,280	18,958
Pleasant Valley MWC	1,015	169	0	846
Zone MWC	5,140	4,103	0	1,037
Berylwood Heights MWC	1,369	952	0	417
VCWWD1	7,767	894	2,056	4,817
Camrosa WD	15,707	3,978	6,560	5,169
Lower Zone Total	75,445	29,687	10,260	35,497
Total	154,613	31,329	12,765	110,519



2065 Retail Partner Demand



Note: Surface water that supplies Camrosa's non-potable system is included in recycled water.



- References:
- Coordinate System: NAD 1983 StatePlane California V FIPS 0405 Feet
 - Projection: Lambert Conformal Conic
 - Demand uses Retail Partner's UWMP Projections

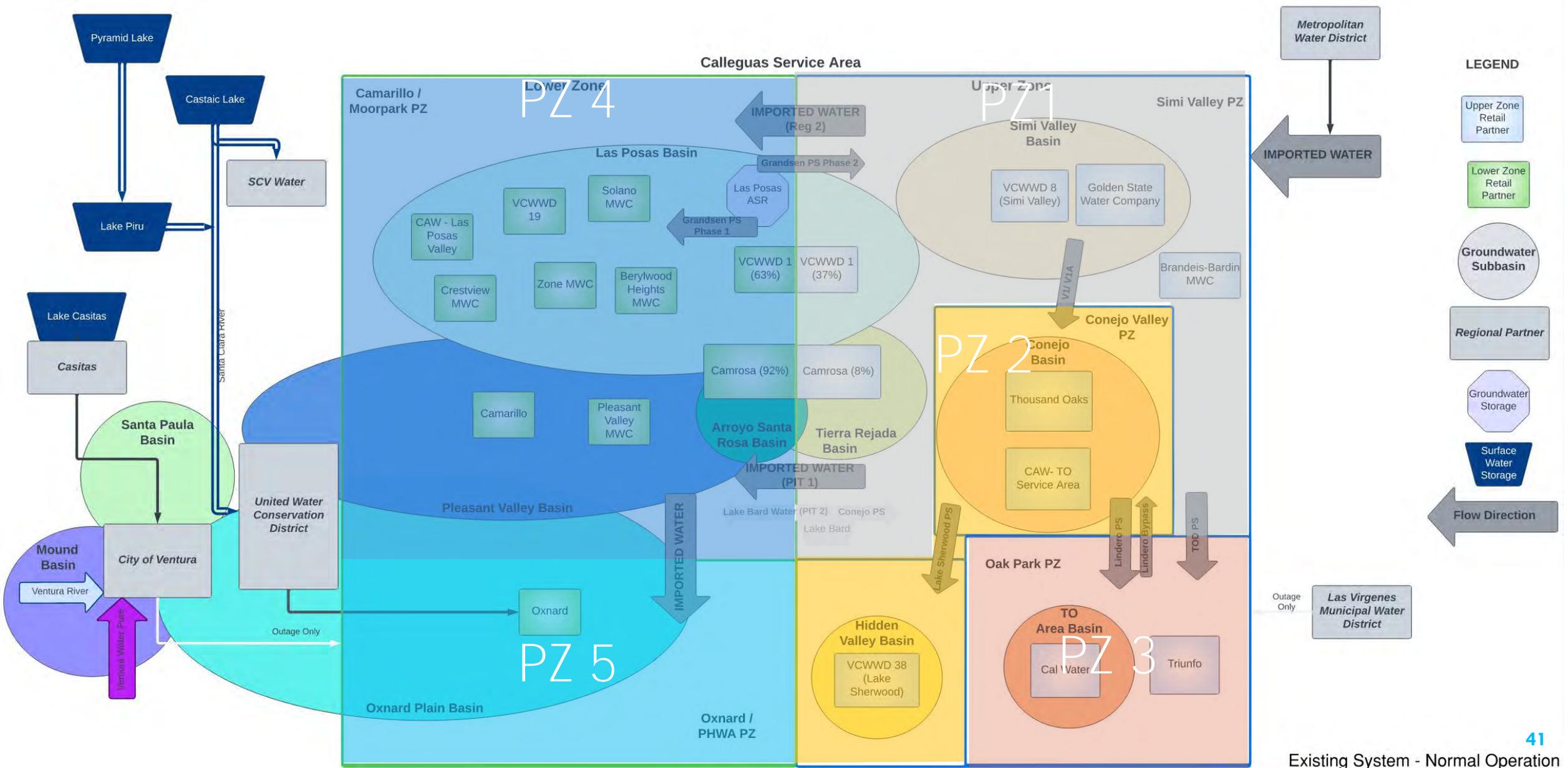


Prepared by:



Water Resource Implementation Strategy
Calleguas Municipal Water District

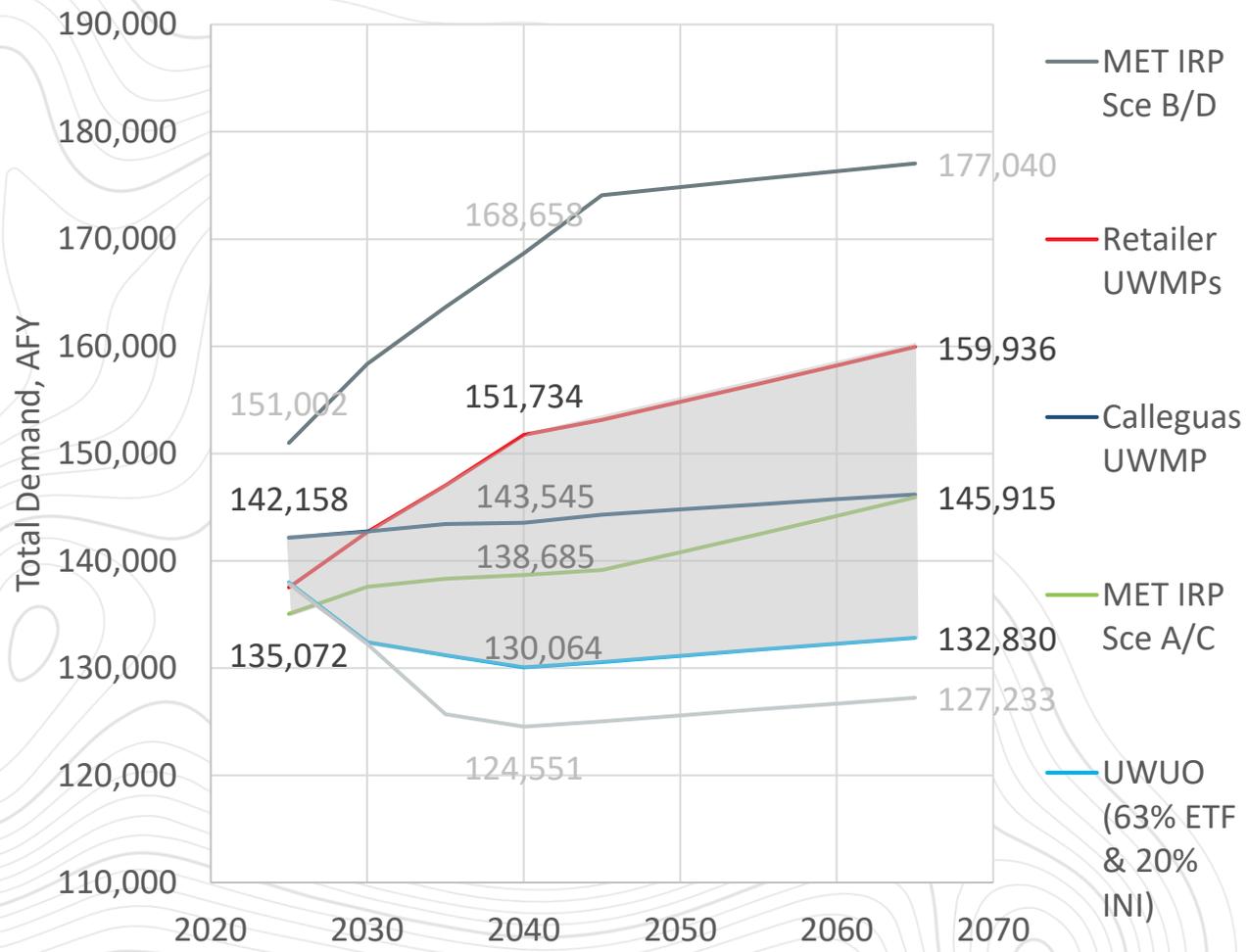
Long Term Supply Calculations



Status Quo Analysis

Projection Model Settings

Demand Envelope



Analysis of three projections in Demand Envelope:

1. Calleguas UWMP
2. Retail UWMP
3. Urban Water Use Objective (UWUO)

Supplies:

Groundwater: Reduced Groundwater Projection

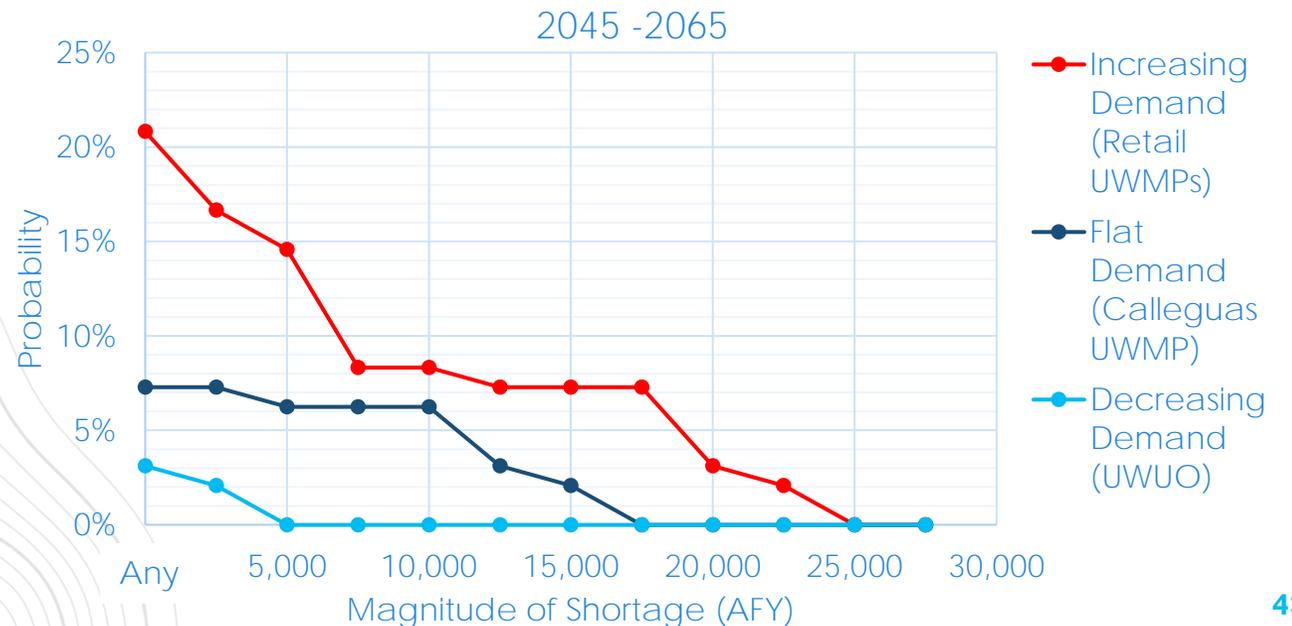
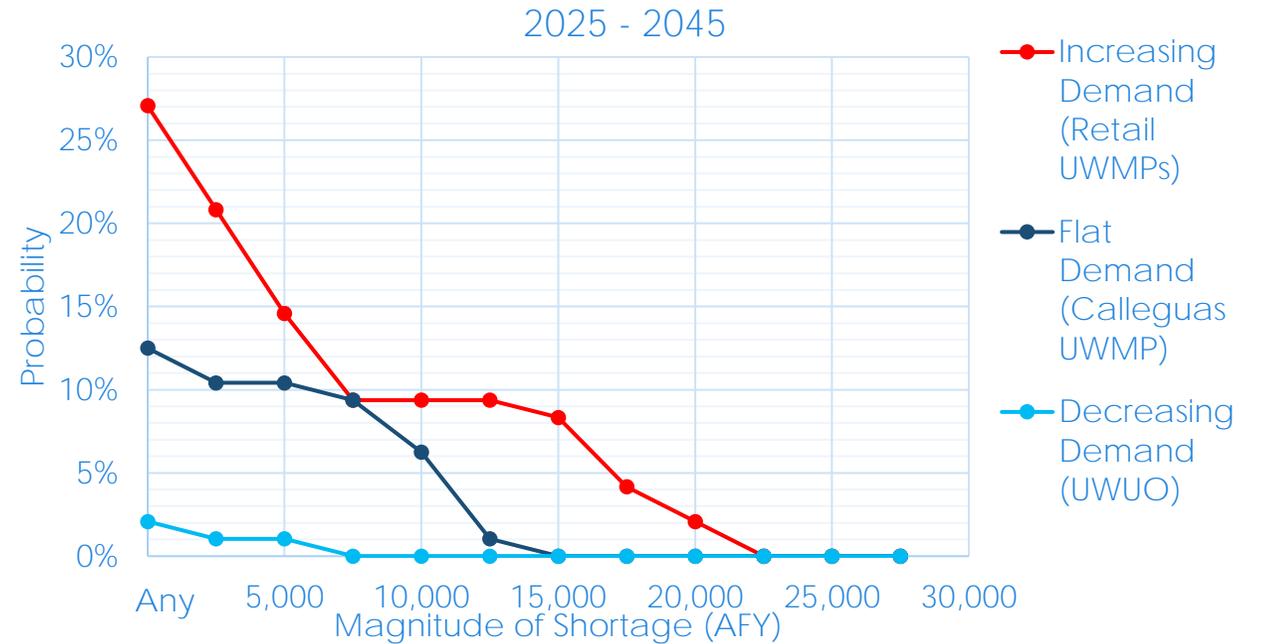
Recycled Water: Baseline projection (based on Retail Partner UWMPs)

Surface Water: Baseline projection (based on Retail Partner UWMPs)

Imported Water: 96 imported water supply projections

Status Quo Analysis

- For each demand scenario, calculated the number of years there is a shortage and the magnitude of shortage.
- Estimated probability of a shortage using the 96 imported water projections.
- Imported Water Projections with MWD Drought Actions and Core Supply Project.
- Similar reliability throughout the planning period.



Key Takeaways

- Metropolitan investments (Drought Actions and Supply Projects) only maintain the current level of reliability.
- Magnitude of supply gap that needs to be filled:
 - 25,000 AFY of new supply will increase reliability to 100% under all scenarios
 - 7,500 AFY new supply will increase reliability to 90% under all scenarios (Mandatory conservation will be needed in 1 out of every 10 years)
- Conservation (UWUO projection) has significant impact on need for additional supplies.
- Infrastructure will be needed to convey new supplies to needed areas/pressure zones.

Status Quo Analysis

Projected Cost

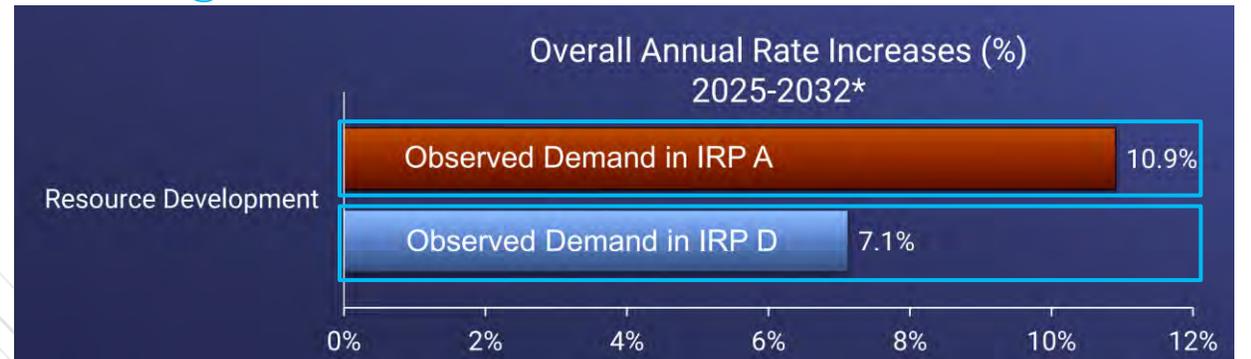
- Imported water cost estimate from Metropolitan Long-Range Finance Plan Needs Assessment for 2025-2032

- **Low Estimate:** IRP Scenario B, average annual increase = 5.6%
- **Medium Estimate:** IRP Scenario D needs and high demand, average annual increase = 7.1%
- **High Estimate:** IRP Scenario D needs and low demand, average annual increase = 10.9%

Annual rate increases with no storage:

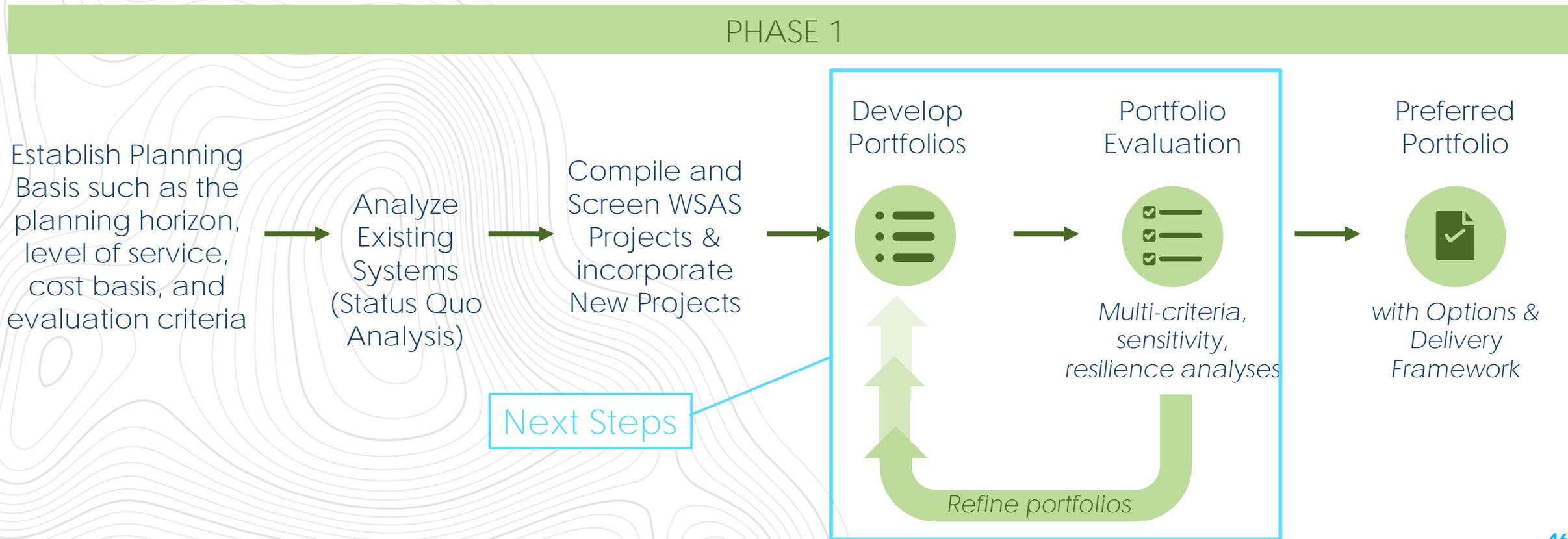


Scenario D annual rate increases with 250 TAF storage:



Next Steps

Next Steps of the Analysis



Small Group Activity 2: Characterize Portfolio Themes

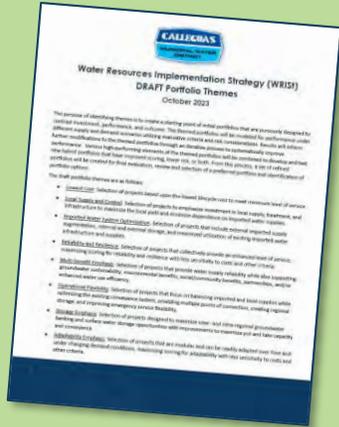
WATER RESOURCES IMPLEMENTATION STRATEGY

Risks and Uncertainties

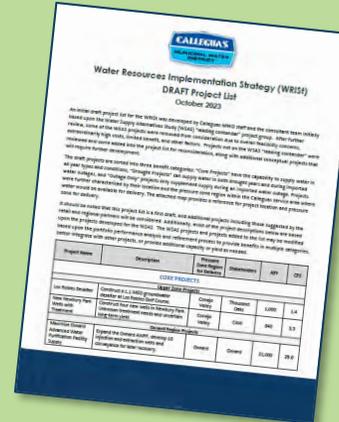
Small Group Activity #2

Characterize Portfolio Themes

Handout - Draft Portfolio Themes



Handout - Draft Project List



Handout - Project Map



Activity Goals

- Review and provide input on the Draft Project Portfolio Themes and propose new Portfolio Themes as needed.
- Provide comments/feedback on the Draft Project List developed by Calleguas and the consultant team and identify additional projects for consideration.
- Correlate Draft Projects and any additional projects identified to the Project Portfolio Themes.

Portfolio Themes

Portfolio Themes - Background

To create a starting point of initial portfolios that are purposely designed to contrast investment, performance, and outcome.

How will they be used in the WRISt Process?

- Themed portfolios will be modeled for performance under different supply and demand scenarios utilizing evaluative criteria and risk considerations.
- Results will inform further iterative modifications to the themed portfolios.
- High-performing elements of the portfolios will be combined to develop and test new hybrid portfolios.
- A set of refined portfolios will be created for final evaluation, review and selection of a preferred portfolio and options.

Portfolio Themes

Draft Portfolio Themes

- Lowest Cost: Lowest lifecycle cost to meet minimum level of service.
- Local Supply and Control: Maximizes local supply, treatment, and infrastructure - minimizes dependence on imported water.
- Imported Water System Optimization: Augments imported system and supplies, internal and external storage, and maximizes utilization of existing imported water infrastructure.
- Reliability and Resilience: Enhances level of service performance, less sensitivity to costs and other criteria.
- Multi-benefit Emphasis: Increases supply reliability while also supporting groundwater sustainability, environmental benefits, partnerships, etc.
- Operational Flexibility: Balances imported and local supplies, optimizes existing conveyance system with multiple points of connection, regional storage, and better emergency service.
- Storage Emphasis: Maximizes inter- and intra-regional groundwater banking and surface water storage along with put and take capacity and conveyance.
- Adaptability Emphasis: Readily adapts over time and under changing demand conditions, less sensitivity to costs and other criteria.

Draft Portfolio Themes

Initial Draft List of Projects

Background

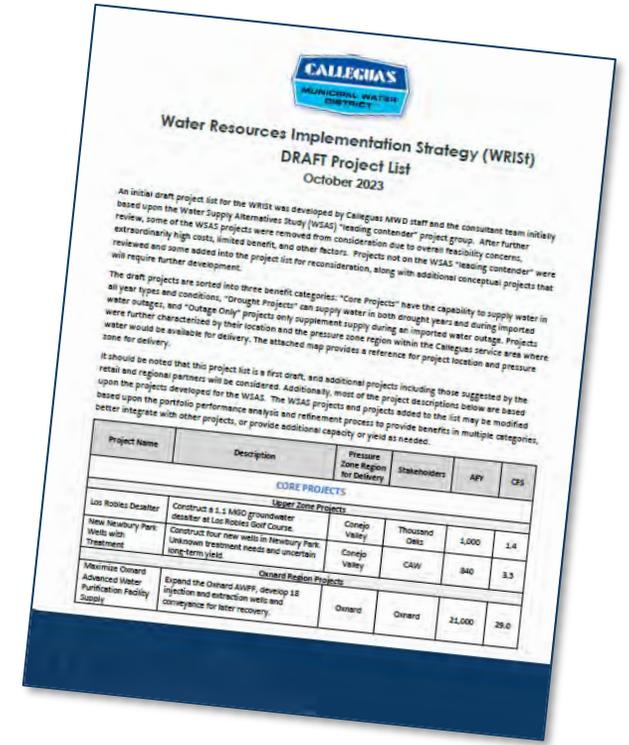
- Initially developed from WSAS “leading contender” group of projects.
- WSAS projects removed (feasibility, costs, limited benefit) and other WSAS projects added back in.
- Additional conceptual projects added.
- Categorized by benefit:

Core Projects
- All conditions

Drought and Outage Projects
- Dry year/outages

Outage Only
- Imported outages

- Sorted by Pressure Zone Region (see map).
- 21 projects total – initial list, more can be added.



Portfolio Themes

Project Map

Map provides location of projects, benefit category, and Pressure Zone Region.



Portfolio Themes

Small Group Activity #2

Characterize Portfolio Themes

- Each group table is assigned one Portfolio Theme and spends 20 minutes selecting and developing Projects for their Portfolio Theme
- Groups are provided Project Cards for each project with description and color coding to benefit category (Core, Drought and Outage, Outage Only).
- Two additional blank cards for any new projects.
- Groups will use the two pre-printed boards for their Theme to add Project Cards and write down any comments/feedback.
- Nominate a spokesperson for the group to report out what is discussed.
- For the report out we will go around to each group and ask to share in 5 minutes the projects selected for their assigned Portfolio Theme and any comments on the projects.



Draft Portfolio Theme Assignments

- Lowest Cost
 - Reliability and Resilience
 - Storage Emphasis
- Projects in these Themes to be identified by Calleguas and the Consultant Team during the analysis.
- Table 1: Local Supply and Control.
 - Table 2: Imported Water System Optimization.
 - Table 3: Multi-benefit Emphasis.
 - Table 4: Operational Flexibility.
 - Table 5: Adaptability Emphasis.
- Group Assignments

Small Group Brainstorm Activity

Place Project cards for Theme here.

Cards provided for each Project plus two blank cards.



Local Supply and Control

Selection of projects to emphasize investment in local supply, treatment, and infrastructure to maximize the local yield and minimize dependence on imported water supplies.

	NOTES:
PLACE PROJECT CARD HERE	NOTES:
PLACE PROJECT CARD HERE	NOTES:
PLACE PROJECT CARD HERE	NOTES:
PLACE PROJECT CARD HERE	NOTES:

Assigned Portfolio Theme.

Write comments and feedback here.

Local Supply and Control

Selection of projects to emphasize investment in local supply, treatment, and infrastructure to maximize the local yield and minimize dependence on imported water supplies.

DESALER COMMISSION PROJECTS CORE PROJECTS

Increase North Pleasant Valley Desalter Capacity

Purchase effluent from Simi Valley to recharge the San Pablo Basin. Construct new wells in support of Santa Rosa Valley from effluent conveyance through new constructed pipelines and/or unused portion of the Salinity Management Pipeline to the north Pleasant Valley Desalter. Relocate the north Pleasant Valley Desalter capacity.

- Pressure Zone Region for Delivery: Camanche/Moapaak
- Stakeholders: Camanche, COWED, Los Simi Valley
- AFY: 3,800
- CFS: 3.9

NOTES:

Potential for additional groundwater wells

REGIONAL PROJECTS CORE PROJECTS

West - East Transmission

Approximately 12 miles of 48-in or 66-in pipelines, 3.4 miles of 48-in or 60-inch pipelines, 2 or 3 booster pump stations. Pipe size and pump stations depend on design flowrate; larger pipe size corresponds to maximum resistance.

- Pressure Zone Region for Delivery: All

NOTES:

Transmission to upper zones, specifically Simi Valley requirement for "Increase North Pleasant Valley Desalter Capacity"

CAMACHE REGION PROJECTS CORE PROJECTS

Santa Rosa Valley Desalter/Recharge/ IPR

Approximately 2 MGD desalter to treat and serve groundwater in Arroyo Santa Rosa Valley GW Basin located near the Camacho wellfield.

- Pressure Zone Region for Delivery: Camanche/Moapaak
- Stakeholders: Camanche, MDCGA
- AFY: 1,760
- CFS: 1.4

NOTES:

UPPER CORE PROJECTS CORE PROJECTS

Los Robles Desalter

Construct a 1.1 MGD groundwater desalter at Los Robles San-Corcoran.

- Pressure Zone Region for Delivery: Camanche Valley
- Stakeholders: Reservoir District
- AFY: 1,000
- CFS: 1.4

NOTES:

LIKELY OUTPUT 400-700 AFY

CAMACHE REGION PROJECTS CORE PROJECTS

Increase Pleasant Valley Basin Pumping Capacity to Extract Camrosa Water District Credits

Construct four new wells and connections to the new desalter Company under/road groundwater credit (4,500 AFY) from San Canyon Aquifer.

- Pressure Zone Region for Delivery: Camanche/Moapaak
- Stakeholders: Camanche, FCGMA
- AFY: 2,800
- CFS: 2.8

NOTES:

SIGNIFICANT NEW WATER

Table 1

Imported Water System Optimization

Selection of projects that include external imported supply augmentation, internal and external storage, and maximized utilization of existing imported water infrastructure and supplies.

LAKE CASITAS PROJECTS BROUGHT AND STORED PROJECTS

Direct Delivery and Storage in Lake Casitas

Water is stored in Lake Casitas by delivering water to Lake Casitas using a new 2,100 HP pump station and Casitas' existing 33-inch pipeline. Stored lake water is conveyed to Calexico through 20 miles of new 36-inch pipe with a new 2,100 HP pump station, connecting at Santa Cassia.

- Pressure Zone Region for Delivery: Camanche/Moapaak
- Stakeholders: Camanche, USB
- AFY: 18,100
- CFS: 35.0

LAKE CASITAS PROJECTS BROUGHT AND STORED PROJECTS

In-Lieu Storage in Lake Casitas

Water is stored in Lake Casitas in-lieu by providing purchased imported water to Ventura and storing the unused water in Lake Casitas. Stored lake water is conveyed to Calexico through 20 miles of new 36-inch pipe with a new 2,100 HP pump station, connecting at Santa Cassia.

- Pressure Zone Region for Delivery: Camanche/Moapaak
- Stakeholders: Camanche, USB, Ventura
- AFY: 18,100
- CFS: 25.0

OXNARD REGION PROJECTS BROUGHT AND STORED PROJECTS

Additional Aquifer Storage and Recovery - Oxnard Plain Basin

Recharge imported water. Recharge and recovery operated by LWCD with existing existing basins and 810g wells. Potential to expand by constructing additional recharge and recovery facilities to increase yield and benefits.

- Pressure Zone Region for Delivery: Oxnard
- Stakeholders: LWCD, FCGMA, Oxnard
- AFY: 14,400
- CFS: 20.0

NOTES:

OXNARD REGION PROJECTS CORE PROJECTS

Maximize Oxnard Advanced Water Purification Facility Supply

Expand the Oxnard AWPF: develop 18 injection and extraction wells and conveyance for later recovery.

- Pressure Zone Region for Delivery: Oxnard
- Stakeholders: Oxnard
- AFY: 21,000
- CFS: 20.0

NOTES:

OXNARD REGION PROJECTS BROUGHT AND STORED PROJECTS

Additional Aquifer Storage and Recovery - Santa Paula Basin

Construct new ASR wells in the Santa Paula Basin, inject/recovery water delivered via the Calexico-Ventura interconnection.

- Pressure Zone Region for Delivery: Oxnard
- Stakeholders: SAC, Santa Paula, Ventura
- AFY: 8,200
- CFS: 7.4

NOTES:

REGIONAL PROJECTS CORE PROJECTS

External Groundwater Bank

Bring metropolitan water to a purchased water supply in a groundwater bank to an Arroyo Valley East Farm, and/or Tracy Ranch Water District - RWDS for later recovery.

NOTES:

Table 2

Multi-benefit Emphasis

Selection of projects that provide water supply reliability while also supporting groundwater sustainability, environmental benefits, social/community benefits, partnerships, and/or enhanced water use efficiency.

Title: Steam water (dry weather & wet) diversions to sewer for treatment and reuse

Description: Consider diversions from steam water systems to add this water as a new source to the wastewater system for subsequent treatment & reuse

Pressure Zone Region for Delivery: all

NOTES:

Title: LVT Pure Water Proj

Description: advance treatment of wastewater to address shortage of tertiary water within zone and use of the potable supply

Pressure Zone Region for Delivery: Oak Park

NOTES:

REGIONAL PROJECTS CORE PROJECTS

Ocean Desalination

New desalination technologies offer potential to conserve water resources and regional partnerships. Maximum capacity scheduled in the 2017 Water Plan.

Pressure Zone Region for Delivery: Oxnard

Stakeholders: CWRWD, CHS, CWS, 74, 107

APY: 2,500

CFS: 25.0



NOTES:

MAXIMIZE REGIONAL PROJECTS CORE PROJECTS

Maximize Oxnard Advanced Water Purification Facility Supply

Expanded the Oxnard water treatment plant capacity and installation wells and conveyance for rate recovery.

Pressure Zone Region for Delivery: Oxnard

Stakeholders: CWRWD, CHS, CWS, 74, 107

APY: 2,500

CFS: 25.0



NOTES:

Title: Pivote Interconnection

Description: consider Colorado River water through interconnection with Los Angeles County waterworks District 0024 and LVWD. This could then be conveyed through LV colleges interconnection to Collegen service area.

Pressure Zone Region for Delivery: Oak Park

NOTES:

Table 3

Operational Flexibility

Selection of projects that focus on balancing imported and local supplies while optimizing the existing conveyance system, providing multiple points of connection, creating regional storage, and improving outage service flexibility.

DESALTER COMPARISON CORE PROJECTS

Simi Valley Desalter

DESALTER COMPARISON CORE PROJECTS

Moorpark Desalter

DESALTER COMPARISON CORE PROJECTS

Increase North Pleasant Valley Desalter Capacity

Purchase effluent from Simi Valley to leverage the Los Fresnos Basin. Construct new wells in Moorpark to pump groundwater. Use effluent conveyance through new conveyance pipeline to an existing tunnel at the Valley Management Pipeline to the North Pleasant Valley Desalter. Expand the North Pleasant Valley Desalter capacity.

Pressure Zone Region for Delivery: Camarillo/Moorpark

Stakeholders: Camarillo, CWRWD, No. 1, Simi Valley

APY: 3,500

CFS: 2.5



NOTES:

REGIONAL PROJECTS CORE PROJECTS

West - East Transmission

Approximately 10 miles of 42" or 48" pipelines, 3-4 miles of 48" or 60" inch pipelines, or 2 booster pump stations. Pipe size and pump station placement on design flexible. Larger pipe size corresponds to maximum resilience.

Pressure Zone Region for Delivery: All



NOTES:

LAKE CASITAS PROJECTS DEDICATED AND PARTIAL PROJECTS

Direct Delivery and Storage in Lake Casitas

Water is stored in Lake Casitas in lieu by delivering water to Lake Casitas using a new 2,100 HP pump station and Conduit, existing 33 inch pipeline. Stored lake water is conveyed to Collegen through 30 miles of new 36 inch pipe with a new 2,100 HP pump station, connecting to Some Casitas.

Pressure Zone Region for Delivery: Camarillo/Moorpark

Stakeholders: Camarillo, USER

APY: 18,100

CFS: 25.0



NOTES:

LAKE CASITAS PROJECTS DEDICATED AND PARTIAL PROJECTS

In-Lieu Storage in Lake Casitas

Water is stored in Lake Casitas in lieu by providing dedicated imported water to Moorpark and storing the imported water in Lake Casitas. Stored lake water is conveyed to Collegen through 30 miles of new 36 inch pipe with a new 2,100 HP pump station, connecting to Some Casitas.

Pressure Zone Region for Delivery: Camarillo/Moorpark

Stakeholders: Camarillo, Moorpark

APY: 18,100

CFS: 25.0



NOTES:

Title: SIMI RECYCLED WATER PROJECT

Description: EXPANSION OF EXIST RW INFRASTRUCTURE

Pressure Zone Region for Delivery:

NOTES:

Table 4

Adaptability Emphasis

Selection of projects that are modular and can be readily adapted over time and under changing demand conditions, maximizing scoring for adaptability with less sensitivity to costs and other criteria.

DETAILS COMPASS

IPR and Groundwater Recharge in Simi Valley Basin

Conduct a new Advanced Water Treatment Facility, Water and recovery wells, and expand the Safety Management Plan for zone recharge.

- **Project Zone Region**
Simi Valley
- **Stakeholders**
SVP, SVP, SVP
- **AP**
7.00
- **CS**
S1

NOTES:

Store water, buffer against imported flex / emergency / outages.

REGIONAL PROJECTS

External Groundwater Bank

Store Metropolitan water for purchased water supply in a groundwater bank (e.g. Antelope Valley East Kern AVB) or Santa Monica Water District (SMWD) for West Recovery.

- **Project Zone Region**
AV
- **Stakeholders**
AV, SVP, SVP, SVP

NOTES:

Should be able to put a variety of sources into bank

REGIONAL PROJECTS

Additional Aquifer Storage and Recovery - Santa Paula Basin

Develop new AAR wells in the Santa Paula Basin (inject/recovery water delivered via the Colquhoun-Wentz interconnect).

- **Project Zone Region**
Santa Paula
- **Stakeholders**
SVP, SVP, SVP
- **AP**
8.00
- **CS**
T1

NOTES:

GW pumping scalable, provides storage buffer against imported flex

REGIONAL PROJECTS

Additional Aquifer Storage and Recovery - Oxnard Plain Basin

Recharge to provide water storage and recovery for the Oxnard Plain Basin (inject/recovery water delivered via the Colquhoun-Wentz interconnect).

- **Project Zone Region**
Oxnard
- **Stakeholders**
SVP, SVP, SVP
- **AP**
8.00
- **CS**
S1

NOTES:

ditto

REGIONAL PROJECTS

Additional Pumping by Oxnard Wells

Install 3 new wells that Oxnard could pump and deliver water to Colquhoun-Wentz interconnect.

- **Project Zone Region**
Oxnard
- **Stakeholders**
SVP, SVP, SVP
- **AP**
8.00
- **CS**
S1

NOTES:

GW pumping can ramp up + down, deeper than import; increases effectiveness of banking

Table 5

REGIONAL PROJECTS

OH System FE/In Treatment

Expand the OH System GW treatment system to meet demand for drinking GW with improved water.

- **Project Zone Region**
Oxnard
- **Stakeholders**
SVP, SVP, SVP
- **AP**
8.00
- **CS**
S1

REGIONAL PROJECTS

Ocean Desalination

New ocean desalination plant. Potential to combine with Antelope Valley and regional waterbank. Maximum capacity anticipated in the 2017 Market Plan.

- **Project Zone Region**
Oxnard
- **Stakeholders**
SVP, SVP, SVP
- **AP**
7.00
- **CS**
S1

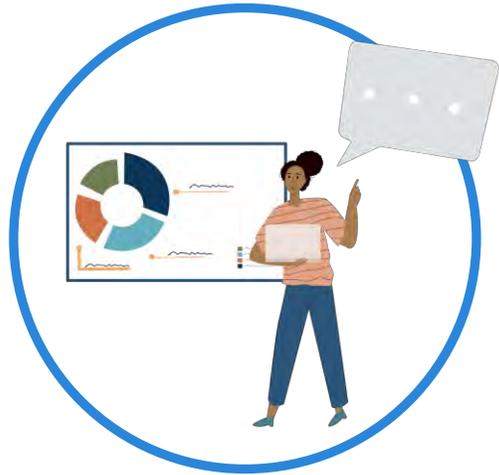
Report Out

Portfolio Themes Activity Report Out

Table 1	Local Supply and Control	NPV desalter expansion, W-E transmission, Santa Rosa Valley Desalter, Los Robles desalter, maximize Camrosa PV credits.
Table 2	Imported Water System Optimization	Lake Casitas storage, ASR in Oxnard, Oxnard AWWPF, ASR in Santa Paula, External GW bank. Need a banking framework.
Table 3	Multi-benefit Emphasis	LV/Triunfo Pure Water, stormwater diversion, ocean desal, maximize Oxnard AWWPF New project: LACWWD 29 intertie.
Table 4	Operational Flexibility	NPV/Moorpark/Simi desalter, W-E Transmission, and Simi RW expansion.
Table 5	Adaptability Emphasis	IPR/ GW recharge in Simi (flexible storage), External GW bank, ASR in Santa Paula basin, ASR in Oxnard basin, additional pumping in Oxnard. Ocean desal as globally adaptability.

Next Steps

Next Steps



NOVEMBER 2023 –
JANUARY 2024

Develop, evaluate, and
refine portfolios



JANUARY 2024

Partner Workshop #3 to
preview initial portfolio
evaluation and provide
feedback



FEBRUARY –
MARCH 2024

Refine portfolios based
on Partner Workshop #3
and develop preliminary
implementation
framework



October 31, 2023
Financial Statements

Calleguas Municipal Water District
Statement of Net Assets
as of October 31, 2023

	<u>ASSETS</u>	<u>10/31/23</u>
Current Assets:		
Unrestricted Assets		
Cash		\$ 1,926,029
Investments		173,134,315
Accounts Receivable		16,862,556
Interest Receivable		1,052,405
Inventory		61,313,699
Prepaid Expenses		3,086,252
Restricted Current Assets		
Restricted Cash & Investments		262,237
Total Current Assets		257,637,494
Capital Assets:		
Land & Improvements		21,504,418
CIP		48,627,305
Distribution Facilities		586,894,217
Buildings & Improvements		28,517,563
Equipment		28,867,261
Total Capital Assets		714,410,763
Accumulated Depreciation		(248,085,308)
Capital Assets (Net of Accumulated Depreciation)		466,325,455
Total Assets		\$ 723,962,948
Deferred Outflows - Bond Refunding		4,511,989
Deferred Outflows - Pensions		7,074,733
Deferred Outflows - OPEB		1,514,149
Total Deferred Outflows		\$ 13,100,871
Total Assets & Deferred Outflows		\$ 737,063,820

**Calleguas Municipal Water District
Statement of Net Assets
as of October 31, 2023**

<u>LIABILITIES AND NET ASSETS</u>	<u>10/31/23</u>
Current Liabilities:	
Accounts Payable	\$ 21,455,549
Accrued Expenses	(42,722)
Interest Payable	2,016,576
Retention Payable	1,186,030
Deposits	92,366
Compensated Absences	172,476
Current portion of bonds payable	8,025,000
Total Current Liabilities	<u>32,905,275</u>
Long-Term Liabilities:	
Bonds payable, net of current portion	157,681,096
Compensated Absences	860,483
OPEB Liability	442,959
Pension Liability	9,134,611
Total long-term liabilities	<u>168,119,149</u>
Total Liabilities	201,024,423
Deferred Inflows - Pensions	1,410,124
Deferred Inflows - OPEB	994,558
Total Deferred Inflows	<u>\$ 2,404,682</u>
Total Liabilities & Deferred Inflows	<u>\$ 203,429,105</u>
Net Assets:	
Invested in capital assets, net of related debt	280,002,359
Restricted	9,744,423
Unrestricted	243,887,933
Total Net Assets	<u>533,634,714</u>
Total Liabilities, Deferred Inflows and Net Assets	<u>\$ 737,063,820</u>

**Calleguas Municipal Water District
Income Statement
Comparison for Four Months of Budget**

	Four Months of FY 2023-24 Budget	Four Months Ended 10/31/23	\$ Variance	%
Water Sales	\$ 48,595,092	\$ 46,425,757	\$ (2,169,335)	95.5%
Other Water Revenues	20,000	390,146	370,146	1950.7%
Capacity Charge	2,376,980	2,374,452	(2,528)	99.9%
Readiness to serve-purveyors	2,540,926	2,527,576	(13,350)	99.5%
Recycled Water	55,410	44,329	(11,081)	80.0%
Pumping Power Revenue	379,000	464,108	85,108	122.5%
Power Generation	127,200	312,665	185,465	245.8%
SMP Fees	319,646	173,963	(145,683)	54.4%
Total Operating Revenues	<u>54,414,254</u>	<u>52,712,996</u>	<u>(1,701,258)</u>	<u>96.9%</u>
Cost of Water	36,099,415	34,259,426	1,839,989	94.9%
Capacity Reservation Charge-MWD	677,859	669,920	7,939	98.8%
Readiness to serve-MWD	2,674,659	2,688,819	(14,160)	100.5%
Recycled Water	29,752	36,556	(6,804)	122.9%
Pumping Power	684,000	697,095	(13,095)	101.9%
Total Cost of Water	<u>40,165,685</u>	<u>38,351,816</u>	<u>1,813,869</u>	<u>95.5%</u>
Salaries	3,722,730	3,426,330	296,400	92.0%
Benefits	1,749,512	1,656,362	93,150	94.7%
Fuel and vehicle exp	94,380	49,227	45,153	52.2%
Utilities	118,344	124,332	(5,988)	105.1%
Operations & Maintenance Supplies	436,696	304,410	132,286	69.7%
Office Supplies	103,568	37,556	66,012	36.3%
Outside services	1,298,568	849,655	448,913	65.4%
Consultants/Studies	980,143	282,495	697,648	28.8%
Permits, Leases and fees	41,830	7,139	34,691	17.1%
Travel & Training	61,832	37,360	24,472	60.4%
Memberships	144,740	172,517	(27,777)	119.2%
Insurance	367,650	163,436	204,214	44.5%
Legal	416,672	127,557	289,115	30.6%
Election Costs	0	0	0	N/C
Conservation	1,072,115	283,621	788,494	26.5%
Miscellaneous	672	588	84	87.6%
Capital Contributions	0	0	0	N/C
Total Operating Administration Expenses	<u>10,609,452</u>	<u>7,522,585</u>	<u>3,086,867</u>	<u>70.9%</u>
Operating Income	<u>\$ 3,639,117</u>	<u>\$ 6,838,595</u>	<u>\$ 3,199,478</u>	<u>187.9%</u>

Calleguas Municipal Water District
Income Statement
Comparison for Four Months of Budget

	Four Months of FY 2023-24 Budget	Four Months Ended 10/31/23	\$ Variance	%
Operating Income	\$ 3,639,117	\$ 6,838,595	\$ 3,199,478	187.9%
Interest Income	1,041,672	1,565,561	523,889	150.3%
G/L on Investments	0	57,404	57,404	N/C
Water standby charges	28,000	0	(28,000)	0.0%
Tax Revenue	96,000	8	(95,992)	0.0%
Tax Collection, Bank & Bond Fees	(138,261)	(88,781)	49,480	64.2%
Other Income	24,248	24,421	173	100.7%
Interest and redemption expense	(2,355,472)	(2,291,013)	64,459	97.3%
Bond Premium/Discount Amortization	(79,864)	(79,867)	(3)	100.0%
Build America Bond Subsidy	0	0	0	N/C
Total non-operating revenue/Expenses	(1,383,677)	(812,268)	571,409	
Income before Capital, Contributions, & Depreciation	2,255,440	6,026,327	3,770,887	267.2%
Depreciation	(5,100,000)	(4,654,509)	445,491	91.3%
Capital Equipment > \$5,000	(417,170)	(19,511)	397,659	4.7%
Project Expense	0	0	0	N/C
Gain/(Loss) on Sale of Capital Assets	0	0	0	N/C
Grant/Capital Contribution Revenue	0	0	0	N/C
Capital Related Expenses	(5,517,170)	(4,674,020)	843,150	84.7%
Changes in Net Assets	\$ (3,261,730)	\$ 1,352,307	\$ 4,614,037	
Net Assets, beginning of year		532,282,408		
Net Assets, end of year		\$ 533,634,714		

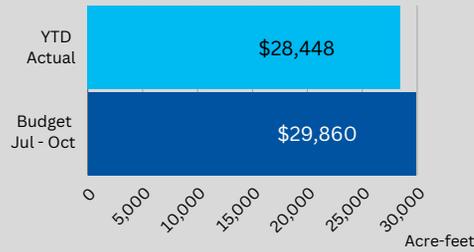
Financial Snapshot - October 2023



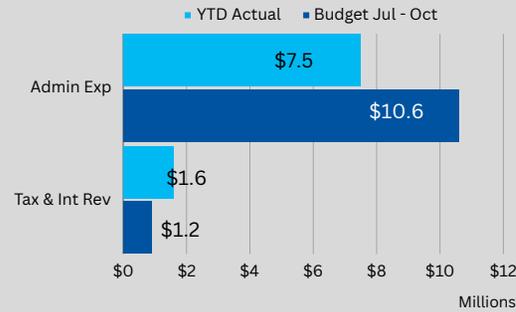
Water Revenues (Net of Water Costs)



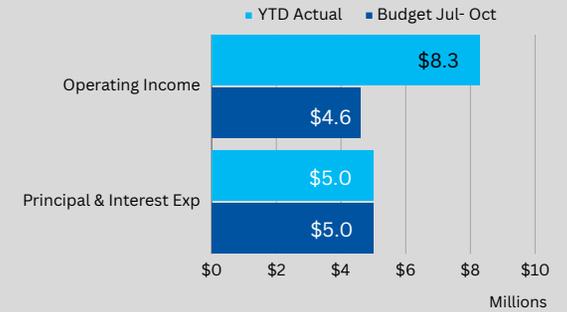
Water Sales in Acre-feet



YTD Admin Exp/Taxes and Interest Rev



YTD Operating Income / Principal & Interest Exp



Budget & Actuals for the Month of October 2023

	Budget	Actuals	\$Variance
Total Operating Revenues	\$ 12,720,743	\$ 12,575,994	\$ (144,749)
Total Cost of Water	9,394,842	9,131,465	263,377
Total Operating Admin Expenses	2,263,305	1,923,252	340,053
Operating Income	1,062,596	1,521,277	458,681
Total Non-Operating Rev/Exp	(388,291)	(284,342)	103,949
Capital Related Expenses	(1,328,581)	(1,130,840)	197,741
Changes in Net Assets	\$ (654,276)	\$ 106,094	\$ 760,370

Cash & Investment Balances

	as of September 30, 2023	as of October 31, 2023
Cash	\$ 5,015,851	\$ 1,926,029
Investments	172,903,078	173,134,315
Restricted Investments	252,168	262,237
Total:	\$ 178,171,097	\$ 175,322,582

Current Ratio

7.83

Current Assets / Current Liabilities

Measures the District's capacity to settle short-term debts using readily available assets. The higher the ratio is above 1.0, the better financial position the District is in.

Quick Ratio / Acid Test Ratio

5.87

(Current Assets - Inventory - Prepaids) / Current Liabilities

Measures the District's ability to settle debts using quick assets, which are assets readily convertible to cash within 90 days. A good quick ratio is generally considered to be 1.0 or higher.

0.28

Debt Ratio

Total Liabilities / Total Assets

Measures total liabilities as a percentage of total assets. It reflects the District's ability to use its assets to cover its debt obligations. A lower debt ratio often indicates greater stability, but industry-specific benchmarks vary. Typically, a ratio around 0.5 is considered reasonable.

1.68

Debt Service Coverage

Operating Income / (Principal + Interest)

Measures the District's ability to service debt payments by comparing its net operating income with its total debt service obligations. A 1.25 is required for the District to issue more debt per its Bond Documents. A 1.75 - 2.0 is looked on favorably when issuing new debt financing.

3.67

Times Interest Earned

(Earnings before Interest & Depreciation) / Interest Expense

Measures a portion of income available to cover future interest expenses. It reveals how many times the District could pay interest from its income. Higher ratios are more favorable, indicating stronger financial health.

SCOTT H. QUADY, PRESIDENT

ANDY WATERS, VICE PRESIDENT

DIVISION 2

DIVISION 3

RAUL AVILA, SECRETARY

JACQUELYN MCMILLAN, TREASURER

DIVISION 1

DIVISION 5

THIBAUT ROBERT, DIRECTOR

ANTHONY GOFF

DIVISION 4

web site: www.calleguas.com

GENERAL MANAGER



2100 OLSEN ROAD • THOUSAND OAKS, CALIFORNIA 91360-6800 805/526-9323 • FAX: 805/522-5730

November 29, 2023

(Via Certified or First Class Mail)

In re: Aqueous Film-Forming Foams Products Liability Litigation
c/o DuPont Notice Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

RE: Request for Exclusion from Settlement Agreement in *In re: Aqueous Film-Forming Foams Products Liability Litigation*, MDL No. 2-18-mn-2873-RMG. This request relates to *City of Camden, et al. v. E.I. DuPont De Nemours and Company (n/k/a EIDP, Inc.)*, et al., 2:23-cv-03230-RMG

Dear DuPont Notice Administrator:

Calleguas Municipal Water District ("System") hereby formally requests to be excluded from the Settlement Agreement between Public Water Systems and the E.I. DuPont De Nemours and Company (n/k/a EIDP, Inc.), et al., in the above-referenced matter. The attached affidavit establishes System's standing, including the name, address, telephone and facsimile number, and email address if available of the System as well as my name, address, telephone and facsimile number, and email address if available. It also establishes that I have the authority to make this request of behalf of System.

By this request, System understands that it will be waiving the ability to participate in the settlement of the above-referenced case, and all benefits and obligations contained therein. If System desires to receive payment from E.I. DuPont De Nemours and Company (n/k/a EIDP, Inc.), et al., for any damages related to PFAS contamination, it must do so via separate litigation.

If you have any questions about this request for exclusion, please contact the System's attorney:

Walter E. Wendelstein,
Wendelstein Law Group PC,
699 Hampshire Road, Suite 207,
Thousand Oaks, CA 91361
Phone: (805) 449-4200
Email: ww@wendelsteinlg.com.

Sincerely,

Anthony Goff, General Manager

Attachment: Affidavit in support of request for exclusion
cc (via Certified or First Class Mail, and as required by FRCP 5):
See Next Page

November 29, 2023
Calleguas Municipal Water District
Page 2

DuPont Notice Administrator
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EIDP, Inc.
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Attn: Thomas A. Warnock
thomas.a.warnock@corteva.com

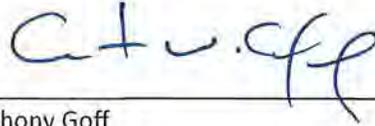
**Affidavit in support of request for exclusion from settlement agreement in
In re: Aqueous Film-Forming Foams Products Liability Litigation, MDL No. 2-18-mn-2873-RMG;
City of Camden, et al. v. E.I. DuPont De Nemours and Company (n/k/a EIDP, Inc.), et al.,
2:23-cv-03230-RMG.**

1. I am the General Manager of the Calleguas Municipal Water District ("System"). In this role, I have authority over the supervision, management and control of the System, including provision of drinking water to individuals and businesses in Ventura County in California in the United States of America. This includes authority to oversee operations at the System.
2. The proposed Settlement Class in the above-referenced matter is defined as, "(a) All Public Water Systems in the United States of America that draw or otherwise collect from any Water Source that, on or before the Settlement Date, was tested or otherwise analyzed for PFAS and found to contain any PFAS at any level; and (b) All Public Water Systems in the United States of America that, as of the Settlement Date, are (i) subject to the monitoring rules set forth in UCMR 5 (i.e., "large" systems serving more than 10,000 people and "small" systems serving between 3,300 and 10,000 people), or (ii) required under applicable federal or state law to test or otherwise analyze any of their Water Sources or the water they provide for PFAS before the UCMR 5." (Settlement Agreement at paragraph 5.1.1.)
3. The System is subject to the monitoring rules set forth in UCMR 5. As such, System is a member of the proposed Settlement Class under the Settlement Class definition, subsection (b)(i). The System serves 19 retail purveyors that serve approximately 645,000 residents, businesses and agricultural customers.
4. The System is not listed on Exhibit I of the Settlement Agreement as a state—owned public water system that would be excluded from the Settlement Agreement if it could not sue or be sued in its own name. (Settlement Agreement paragraph 5.1.2, subsection (b). The System has the ability to sue and be sued in its own name. As such, it meets none of the exclusion criteria set forth in the Settlement Agreement at Paragraph 5.1.2.
5. My address is 2100 Olsen Road, Thousand Oaks, CA 91360. My telephone number is (805) 526-9323 and the facsimile number is (805) 522-5730. My email is TGoff@calleguas.com.
6. The address of System is 2100 Olsen Road, Thousand Oaks, CA 91360. The telephone number is (805) 526-9323 and the facsimile number is (805) 522-5730. The email address for the System is info@calleguas.com
7. As General Manager of the System, I have authority to make decisions on legal matters involving it, pursuant to Water Code 71000-73001 and authority delegated by the Board of Directors of System. I am, therefore, legally authorized to request to exclude System as a Settlement Class Member, from the Settlement Agreement. At this time, I am formally requesting that the System be excluded from the E.I. DuPont De Nemours and Company (n/k/a EIDP, Inc.), et al Settlement Agreement in the case of *In re: Aqueous Film-Forming Foams Products Liability*

Litigation, MDL No. 2-18-mn-2873-RMG. This request relates to *City of Camden, et al. v. E.I. DuPont De Nemours and Company (n/k/a EIDP, Inc.), et al.*, 2:23-cv-03230-RMG

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 29 day of Nov., 2023, at Thousand Oaks, California.



Anthony Goff
General Manager

On behalf of:

Calleguas Municipal Water District
2100 Olsen Road
Thousand Oaks, CA 91360-6800

CERTIFICATE OF SERVICE/PROOF OF SERVICE

I am employed in the County of Ventura, State of California. I am over the age of eighteen years and not a party to the within action; my business and place of employment is:

WENDELSTEIN LAW GROUP, P.C.
699 Hampshire Road, Suite 207
Thousand Oaks, CA 91361
(805) 449-4200
eb@wendelsteinlg.com

True and correct copies of the foregoing document(s) entitled:

- (1) *Request for Exclusion from Settlement Agreement in In re: Aqueous Film-Forming Foams Products Liability Litigation, MDL No. 2-18-mn-2873-RMG – re Calleguas Municipal Water District*
- (2) *Affidavit in Support of Request for Exclusion from Settlement Agreement in In re: Aqueous Film-Forming Products Liability Litigation, MDL No. 2-18-mn-2873-RMG City of Camden, et al. v. E.I. Dupont De Nemours and Company (n/k/a EIDP, Inc), et al., 2:23-cv-03230-RMG – re Calleguas Municipal Water District*

were served in the manner stated below:

SERVED BY UNITED STATES MAIL & EMAIL:

On November 30, 2023, pursuant to Federal Rule of Civil Procedure 5 and applicable court order, I served the following persons and/or entities by placing a true and correct copy thereof in a sealed envelope in the United States mail, certified and/or first class, postage prepaid, and addressed as follows on the attached page. Where indicated on the attached page, the persons and/or entities were also served by email. In addition to service by U.S. Mail and email, the Dupont Notice Administrator indicated on the attached page was tendered a copy of the above referenced documents by Federal Express, with delivery no later than December 4, 2023.

See physical and email address information continued on attached page

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct.

11/30/23
Date

Ericka H. Bryant
Printed Name

Ericka H. Bryant
Signature

CERTIFICATE OF SERVICE/PROOF OF SERVICE

(ATTACHMENT)

**DuPont Notice
Administrator**

1650 Arch Street, Suite 2210
Philadelphia, PA 19103
Settlement@AngeionGroup.com

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Attn: Kristine M. Wellman
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Dupont de Nemours, Inc.
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Wilmington, DE 19806
Attn: Erik T. Hoover
Erik.t.hoover@dupont.com

Corteva Inc.
974 Centre Road
Building 735
Wilmington, DE 19805
Attn: Cornell B. Fuerer
cornel.b.fuerer@corteva.com

EIDP, Inc.

974 Centre Road
Building 735
Wilmington, DE 19806
Attn: Thomas A. Warnock
thomas.a.warnock@corteva.com

11/30/23
Date

Erica H. Bryant
Printed Name


Signature

Upcoming Meetings

This table includes meetings that can be attended by all Board members.

In order to ensure Brown Act compliance, a majority of members should not discuss Calleguas specific issues at meetings other than designated Calleguas Board Meetings.

VCSDA* Speaker-Jordan Chriss from Sitelogiq	Tue. 12/05, 5:00 p.m.	Camarillo Health Care District 3615 Las Posas Rd, Sequoia Rooms, Camarillo, CA 93010
Calleguas Board Meeting	Wed. 12/06, 5:00 p.m.	2100 Olsen Road, Thousand Oaks Hybrid Event
Calleguas Water Managers Meeting	Thu. 12/7, 10:00 a.m.	2100 Olsen Road, Thousand Oaks
Public Engagement/Legislative Committee Meeting	Mon. 12/11, 12:00 p.m.	2100 Olsen Road, Thousand Oaks
AWA Holiday Mixer/Corporate Night*	Tue. 12/12, 5:00 p.m. to 7:30p.m.	Las Posas Country Club 955 Fairway Dr, Camarillo, CA 93010
Engineering & Construction Committee Meeting*	Thu. 12/14, 1:00 p.m.	Wellfield No. 1 5700 Grimes Canyon Road, Moorpark
AWA Water Issues	Tue. 12/19, 8:00 a.m.	1701 Lombard Street, Oxnard Hybrid Event
Calleguas Board Meeting	Wed. 12/20, 5:00 p.m.	2100 Olsen Road, Thousand Oaks Hybrid Event
AWA-WaterWise*	Thu. 12/21, 8:00 a.m.	1701 Lombard Street, Oxnard Hybrid Event
Calleguas Board Meeting	Wed. 01/03, 5:00 p.m.	2100 Olsen Road, Thousand Oaks Hybrid Event
Calleguas Board Meeting	Wed. 01/17, 5:00 p.m.	2100 Olsen Road, Thousand Oaks Hybrid Event
Calleguas Water Managers Meeting	Thu. 01/25, 10:00 a.m.	2100 Olsen Road, Thousand Oaks

* Reservations required. Contact Kara if you would like to attend.