

CALLEGUAS MUNICIPAL WATER DISTRICT
2100 Olsen Road, Thousand Oaks, California 91360
www.calleguas.com

BOARD OF DIRECTORS MEETING

September 18, 5:00 p.m.

AGENDA

Written communications from the public must be received by 8:30 am 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).

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

BOARD OF DIRECTORS

Thomas Slosson, President
Andres Santamaria, Vice President
Scott H. Quady, Treasurer
Andy Waters, Secretary
Steve Blois, Director

B. MINUTES

Action: It is recommended that the Board approve the September 4, 2019 minutes.

C. WRITTEN COMMUNICATION

D. ORAL COMMUNICATION

Members of the public may address the Board on items within the jurisdiction of the Board that do not appear on the agenda. Please limit remarks to three minutes.

E. GENERAL MANAGER

1. Approval of wheeling of water by the City of Oxnard for Cloverdale Mutual Water Company
Action: It is recommended that the Board approve wheeling of water by the City of Oxnard for Cloverdale Mutual Water Company subject to certain conditions.

F. FINANCE AND HUMAN RESOURCES

1. August 2019 Water Use and Sales, July 2019 Power Generation, and August 2019 Investment Summary Reports

2. Disbursements for the District's monthly activities for August 2019
Action: *It is recommended that the Board approve the outstanding bills for payment.*

G. OPERATIONS AND MAINTENANCE

1. Discussion regarding Resolution No. 1979, award of contract for pump maintenance services
Action: *It is recommended that the Board approve Resolution No. 1979.*

H. RESOURCES AND PUBLIC AFFAIRS

1. Discussion regarding proposed Resolution No. 1980, approving the North Pleasant Valley Desalter Project 2014 Local Resources Program Agreement
Action: *It is recommended that the Board approve Resolution No. 1980.*
2. Discussion regarding Resolution No. 1981, certifying the Final Environmental Impact Report, making required findings, and adopting a Mitigation Monitoring and Reporting Program for the Calleguas MWD/Las Virgenes MWD Interconnection Project
Action: *It is recommended that the Board approve Resolution No. 1981.*

I. ENGINEERING AND CONSTRUCTION

1. Discussion regarding approval of professional services by Brierley Associates to perform Phase 2 of the Study of Seismic Impacts to the Santa Susana Tunnel (SSISST) for an amount not to exceed \$343,384
Action: *It is recommended that the Board approve the professional services.*
2. Discussion regarding Grant Deed, Easement Deed, and Temporary Construction Easement Deed for LVMWD-CMWD Interconnection, Project No. 450 (Rancho Simi Recreation & Park District), located east of Lindero Canyon Rd. between Blackbird Ave. and the Ventura County line
Action: *It is recommended that the Board authorize the President of the Board and the General Manager to sign the certificates of acceptance for the Grant Deed for Parcel CMWD 6000, Easement Deed for CMWD 6001, and Temporary Construction Easement Deed for 6002T.*
3. Discussion regarding approval of a capital project budget increase in the amount of \$100,000 for LVMWD-CMWD Interconnection (Project No. 450)
Action: *It is recommended that the Board approve the budget increase.*
4. Discussion regarding the Multi-Agency Cooperative Funding Agreement
Action: *It is recommended that the Board authorize the General Manager to execute the agreement.*

J. STRATEGIC PLANNING

K. DISTRICT COUNSEL

L. BOARD OF DIRECTORS

1. Oral report on meetings attended by Board members
2. Discussion regarding upcoming meetings to be attended by Board members
3. Metropolitan update

M. CLOSED SESSION

N. OTHER BUSINESS

O. FUTURE AGENDA ITEMS

P. ADJOURNMENT to Board Meeting October 2, 2019 at 5:00 p.m.

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.



Board Meeting Agenda Memo
September 18, 2019

* An asterisk indicates that additional paperwork is provided in the packet or will be sent out later to supplement the packet as noted.

E. GENERAL MANAGER

1. Approval of wheeling of water by the City of Oxnard for Cloverdale Mutual Water Company**

Action: It is recommended that the Board approve wheeling of water by the City of Oxnard for Cloverdale Mutual Water Company subject to certain conditions.

Cloverdale Mutual Water Company (Cloverdale) is located north of Highway 101 and east of Vineyard Avenue in the City of Oxnard (Oxnard) and is one of the unannexed windows in the Calleguas service area. Cloverdale is supplied by two wells and both are close to exceeding the maximum contaminant level for nitrate. Should the wells fail future water quality tests, Cloverdale will be required to shut down their only supply of water to their residents. The City of Oxnard stands ready to supply Cloverdale with safe drinking water via a 4-inch connection from a City fire hydrant. A location map of the affected area is enclosed for reference.

Calleguas' policies and agreements prohibit delivery of water from inside the service area to unannexed areas outside the service area. However, the situation with Cloverdale can be characterized as a potential water quality emergency. Consumption of drinking water that is high in nitrates can be harmful – especially for infants and pregnant women. Nitrate is a regulated drinking water contaminant with an established State Maximum Contaminant Level (MCL).

The City of Oxnard and Cloverdale are in the process of drafting an Out of Agency Service Agreement that would be executed in the event Cloverdale's water supplies exceed the MCL for nitrate. The agreement would detail an arrangement whereby Cloverdale returns any water delivered by Oxnard back into the service area by transferring one acre-foot of groundwater credits to Oxnard for each acre-foot delivered from Oxnard to Cloverdale, so there would be no net movement of water outside the Calleguas service area. Essentially Oxnard would be conveying Cloverdale's groundwater through Oxnard's facilities (well and pipes) to the Cloverdale water system, which can be characterized as wheeling. The Board approved similar terms in 2016 for Rio Manor Mutual Water Company and a copy of the approval letter is attached.

Water wheeling is permissible under Calleguas policies. Section 5(a) of Calleguas Ordinance No. 12 specifically provides for the delivery of wheeled water outside the Calleguas service

area boundaries when authorized by Calleguas' Board of Directors. Staff recommends that the Board approve this wheeling arrangement on the following conditions:

1. The agreement between Oxnard and Cloverdale shall clearly characterize the arrangement as "water wheeling."
2. For each acre foot of water delivered from the City to Cloverdale, the Fox Canyon Groundwater Management Agency (GMA) shall transfer one acre foot of groundwater credits from Cloverdale to the City. This transfer must take place within six months of the delivery with documentation submitted to Calleguas within 30 days from the date of transfer.
3. The agreement shall be reviewed by Calleguas to ensure consistency with the District's policies prior to final approval by Oxnard and Cloverdale.

If the Board approves this arrangement, staff would send a letter to Cloverdale documenting Board approval, and offer to work with Cloverdale to identify state agencies and programs that could provide funding and assistance for annexation to improve water supply reliability.

F. FINANCE AND HUMAN RESOURCES

1. **August 2019 Water Use and Sales, July 2019 Power Generation, and August 2019 Investment Summary Reports*****
2. **Disbursements for the District's monthly activities for August 2019***
Action: It is recommended that the Board approve the outstanding bills for payment.

The disbursement report will be sent out on Monday, September 16.

G. OPERATIONS AND MAINTENANCE

1. **Discussion regarding Resolution No. 1979, award of contract for pump maintenance services***
Action: It is recommended that the Board approve Resolution No. 1979.

The purpose of this requested action is to approve the publication of a Notice Inviting Bids for pump maintenance services which is available for review at:

<https://www.dropbox.com/s/7htr702rw3bu962/Pump%20Maintenance%20NIB%20Package.pdf?dl=0>

The contract is to perform corrective maintenance and rehabilitation services on the District's distribution and water treatment pump assemblies on an as-needed basis. The contract will be effective from January 1, 2020 through December 31, 2020 with an option to renew annually for up to two additional years. Services will be billed as time-and-material tasks. The average annual cost of these services over the past several years has been

\$57,000, but since the required work depends on the ongoing rehabilitation requirements, there is no specific value for the contract. At the time of contract award, the Board will be asked to approve a three year not-to-exceed amount of \$200,000 for the work that may be performed under this contract.

H. RESOURCES AND PUBLIC AFFAIRS

1. Discussion regarding Resolution No. 1980, approving the North Pleasant Valley Desalter Project 2014 Local Resources Program Agreement**

Action: It is recommended that the Board approve Resolution No. 1980.

The City of Camarillo (Camarillo) is seeking funding to assist construction and operation of the North Pleasant Valley Desalter Project. This action would approve in principal the draft agreement among Calleguas, Metropolitan, and Camarillo regarding participation in Metropolitan's Local Resources Program. According to Camarillo, the facility would produce approximately 3,800 AFY of recovered groundwater water. This water is expected to offset an equal amount of imported water. Metropolitan would contribute a sliding scale incentive with a maximum of \$340 per acre-foot of actual qualified yield for the 25-year duration of the agreement. Funds would be transferred to Camarillo via a credit on the Metropolitan bill to Calleguas and a corresponding credit on Calleguas' bill to Camarillo.

2. Discussion regarding Resolution No. 1981, certifying the Final Environmental Impact Report, making required findings, and adopting a Mitigation Monitoring and Reporting Program for the Calleguas MWD/Las Virgenes MWD Interconnection Project*

Action: It is recommended that the Board approve Resolution No. 1981.

The final environmental impact report (FEIR) and mitigation monitoring and reporting program (MMRP) for the subject project is available for review at:

https://www.dropbox.com/s/x535q6xf1z9qm2z/Final%20EIR_Aug19.pdf?dl=0

Following the close of the mandatory 45-day public review period on August 16, staff responded to comments received and incorporated changes to the FEIR, as necessary. All public comments and District responses are included in Section 9 of the FEIR.

The Manager of Resources will provide a brief overview of the FEIR, required findings, and MMRP.

I. ENGINEERING AND CONSTRUCTION

1. Discussion regarding approval of professional services by Brierley Associates to perform Phase 2 of the Study of Seismic Impacts to the Santa Susana Tunnel (SSISST) for an amount not to exceed \$343,384

Action: *It is recommended that the Board approve the professional services.*

Calleguas receives 100% of its potable water supply through the 1.3-mile-long, 96-inch-diameter Santa Susana Tunnel, which was completed in 1962. Since the tunnel is in a seismically active region and is an important asset, Calleguas recently performed Phase 1 of a seismic vulnerability assessment to determine the potential modes of failure, projected extent of damage, and recovery projections, including duration of anticipated outages.

Phase 1 determined that the tunnel could be at risk of experiencing damage from a worst-case scenario earthquake, so Phase 2 will include:

- Developing mitigation measures (improvements) that can be implemented to minimize the potential for damage resulting from a worst-case scenario earthquake. Potential improvements may include reinforcing sections of the tunnel near the portals and fault zones. A bypass system may need to be installed to redirect water through the tunnel to implement improvements.
- Providing feasible repair options that can be quickly employed if the tunnel is damaged during a significant earthquake. Options include identifying proactive measures that Calleguas can take to return the tunnel to a usable level of service quickly. A bypass system may be needed to implement any repairs.
- Preparing a final report summarizing the work and findings.

Brierley Associates performed well on Phase 1 of this work and has again assembled a qualified, experienced team for Phase 2.

The Manager of Engineering will provide a brief overview of the anticipated work.

2. Discussion regarding Grant Deed, Easement Deed, and Temporary Construction Easement Deed for LVMWD-CMWD Interconnection, Project No. 450 (Rancho Simi Recreation & Park District), located east of Lindero Canyon Rd. between Blackbird Ave. and the Ventura County line*****

Action: *It is recommended that the Board authorize the President of the Board and the General Manager to sign the certificates of acceptance for the Grant Deed for Parcel CMWD 6000, Easement Deed for CMWD 6001, and Temporary Construction Easement Deed for 6002T.*

This right of way acquisition is for the interconnection pump station and pressure regulating station (PS/PRS) for the LVMWD-CMWD Interconnection, just north of the Ventura County line near the intersection of Lindero Canyon Road and Blackbird Avenue (as shown on the enclosed map). The PS/PRS will be constructed on an approximately 0.8-acre property to be purchased in fee from Rancho Simi Recreation & Park District (RSRPD). The right-of-way acquisition also includes an easement for access and utilities and a temporary construction easement to provide sufficient work area. These property rights are also shown on the enclosed map. Calleguas agreed to pay RSRPD \$100,000 for all of the necessary property rights.

3. Discussion regarding approval of a capital project budget increase in the amount of \$100,000 for LVMWD-CMWD Interconnection (Project No. 450) *

Action: *It is recommended that the Board approve the budget increase.*

When the capital project budget for design was requested it was assumed that right-of-way costs for the PS/PRS site would be nominal (the appraised value was \$7,374). However, based upon a negotiated agreement between Calleguas and RSRPD, Calleguas will pay \$100,000 for the property rights.

More detail is provided in the attached Capital Project Information and Evaluation Sheets.

4. Discussion regarding the Multi-Agency Cooperative Funding Agreement*

Action: *It is recommended that the Board authorize the General Manager to execute the agreement.*

The Regional Brine Management Study would enable the Las Virgenes – Triunfo Joint Powers Authority, City of Thousand Oaks, Camrosa Water District, and Calleguas to investigate a joint solution to the conveyance, treatment, and reuse of recycled water and brine discharge in the Malibu and Calleguas Creek Watersheds. The participating agencies have selected Woodard & Curran to perform the Regional Brine Management Study and Las Virgenes Municipal Water District will serve as the contracting agency. This Multi-Agency Cooperative Funding Agreement formalizes the terms of the cost-sharing arrangement among the agencies. Calleguas' share of the costs would be \$37,473.50.

Walt Wendelstein of Cohen & Burge reviewed the agreement. A copy of the agreement is included in the packet.

J. STRATEGIC PLANNING

K. DISTRICT COUNSEL

L. BOARD OF DIRECTORS

1. Oral reports on meetings attended by Board members

Pursuant to Government Code Section 53232.3(d), Board members will provide oral reports on meetings attended at the expense of the District.

2. Discussion regarding upcoming meetings to be attended by Board members*

The table of upcoming meetings is provided as a packet insert.

3. Metropolitan update*

Director Blois will provide an update on the Metropolitan Board and Committee meetings.

CALLEGUAS MUNICIPAL WATER DISTRICT
BOARD OF DIRECTORS MEETING
September 4, 2019

MINUTES

The regular meeting of the Board of Directors of Calleguas Municipal Water District was held at the District Office, 2100 Olsen Road, Thousand Oaks, California, on September 4, 2019.

The meeting was called to order by Thomas L. Slosson, President of the Board, at 5:00 p.m.

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

Directors Present: Thomas L. Slosson, President
Andres Santamaria, Vice President
Andy Waters, Secretary
Scott Quady, Treasurer
Steve Blois, Director

Staff Present: Tony Goff, General Manager
Dan Drugan, Manager of Resources
Rob Peters, Manager of Operations and Maintenance
Kristine McCaffrey, Manager of Engineering
Dan Smith, Manager of Finance and Human Resources
Kara Wade, Clerk of the Board

Legal Counsel Present: Robert Cohen, Cohen & Burge, LLP, District Counsel

B. MINUTES

On a motion by Director Quady, seconded by Director Blois, the Board of Directors voted 4-0-1 to approve the August 21, 2019 minutes, as corrected per Director Blois.

AYES: Directors Blois, Quady, Santamaria, Slosson

NOES: None

ABSTAIN: Director Waters

C. WRITTEN COMMUNICATION

1. Letter dated August 22, 2019 Oppose – AB 1580 (Levine): Major Infrastructure Construction Projects

The Manager of Resources said that Calleguas expressed opposition to AB 1580 through this coalition letter. AB 1580 requires a state agency undertaking a publicly-funded major infrastructure construction project that costs \$1 billion or more, excluding transportation projects, to form an oversight committee to act as the authority for critical decisions regarding the project. As written, the bill is ambiguous and has the potential to impact the work of the Delta Conveyance Design and Construction Authority. No action was taken.

D. ORAL COMMUNICATION

None

E. GENERAL MANAGER

1. August 2019 Monthly Status Report

The Board asked questions, which the General Manager and department managers answered. No action was taken.

F. FINANCE AND HUMAN RESOURCES

1. Second Quarter 2019 Capital Project Report

The Manager of Finance and Human Resources said that this report provides a snapshot of the financial activity that has occurred on the District's capital projects, the overall amount spent to date on each project, the phase each project has been budgeted through, and the estimated date the current phase will be completed. During the current quarter, five projects have been completed. The completed projects had a combined cost of approximately \$4.6 million and all were completed within budget. No action was taken.

2. Discussion regarding approval of a capital project budget allocation in the amount of \$2,100,000 for the Crestview Well 8 (Project No. 585)

The Manager of Finance and Human Resources said that, on September 19, 2018, the Board approved an agreement with Crestview Mutual Water Company (Crestview) to reimburse Crestview up to \$2,100,000 of construction costs for a new well, in exchange for a commitment that Crestview will deliver a minimum of 3 cubic feet per second of water for up to 6 months to Calleguas if requested. To simplify the accounting for this

project, staff is requesting to establish a capital project to track the costs as the reimbursements will be ongoing for up to five years.

The original agenda item allocated \$500,000 to the Contributed Capital to Others account in FY 2018-19. None of this budget was used during that fiscal year. Staff is requesting to allocate \$2,100,000 to this project to match the reimbursement cap established in the agreement. The costs for this project will continue to be expensed through the Contributed Capital to Others account but the budget will be included in the capital project and reported to the Board through the Quarterly Capital Projects Report.

On a motion by Director Quady, seconded by Director Blois, the Board of Directors voted 5-0 to approve the budget allocation.

AYES: Directors Blois, Waters, Quady, Santamaria, Slosson
NOES: None

G. OPERATIONS AND MAINTENANCE

None

H. RESOURCES AND PUBLIC AFFAIRS

1. Discussion regarding Future Supply Actions Funding Agreements for the Los Robles Groundwater Utilization Pilot Study

The Manager of Resources said that, in January 2019, the Metropolitan Board approved funding for a study proposal submitted by Calleguas on behalf of the City of Thousand Oaks (City). Metropolitan awarded \$292,800 to the City's Los Robles Groundwater Utilization Pilot Study, which will evaluate reverse osmosis and closed-circuit reverse osmosis treatment of brackish groundwater produced by a groundwater well located at the Los Robles Greens Golf Course. The study will also test the performance of greensand filtration as pre-treatment to reverse osmosis.

As structured, the prime agreement for Future Supply Actions (FSA) funding is exclusively between Metropolitan and Calleguas. Calleguas, in turn, plans to enter into a separate agreement with the City to pass on all obligations, responsibilities, and liabilities contained in the Metropolitan agreement. Staff and legal counsel worked extensively on development of the separate agreement. The District's role will be limited to coordination of required invoicing and reporting from the awarded purveyor as well as to directly pass-through funds received from Metropolitan.

On a motion by Director Blois, seconded by Director Santamaria, the Board of Directors voted 5-0 to authorize the General Manager to execute the documents required to

enter into Future Supply Actions Funding Agreements with Metropolitan Water District and the City of Thousand Oaks.

AYES: Directors Blois, Waters, Quady, Santamaria, Slosson

NOES: None

2. Discussion regarding Future Supply Actions Funding Agreements for the Arroyo Las Posas Feasibility Study

The Manager of Resources said that, in January 2019, the Metropolitan Board approved funding for a study proposal submitted by Calleguas on behalf of the Ventura County Waterworks District No. 1 (VCWWD). Metropolitan awarded \$120,000 to VCWWD's Arroyo Las Posas Stormwater Diversion Feasibility Study. VCWWD will perform a percolation test utilizing state-of-the-art technology developed by the Lawrence Berkeley National Laboratory. The test will estimate the permeability of the subsurface and provide engineered design to improve permeability.

As structured, the prime agreement for FSA funding is exclusively between Metropolitan and Calleguas. Calleguas, in turn, plans to enter into a separate agreement with VCWWD to pass on all obligations, responsibilities, and liabilities contained in the Metropolitan agreement. Staff and legal counsel worked extensively on development of the separate agreement. The District's role will be limited to coordination of required invoicing and reporting from the awarded purveyor as well as to directly pass-through funds received from Metropolitan.

On a motion by Director Waters, seconded by Director Blois, the Board of Directors voted 5-0 to authorize the General Manager to execute the documents required to enter into Future Supply Actions Funding Agreements with Metropolitan Water District and Ventura County Waterworks District No. 1.

AYES: Directors Blois, Waters, Quady, Santamaria, Slosson

NOES: None

I. ENGINEERING AND CONSTRUCTION

1. Discussion regarding Resolution No. 1978, award of the contract for As-Needed Pipeline Services and authorization of a budget of \$400,000

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF CALLEGUAS MUNICIPAL WATER DISTRICT
AWARDING THE CONTRACT FOR AS-NEEDED PIPELINE SERVICES**

The Manager of Engineering said that, on August 20, 2019, the District received three bids for As-Needed Pipeline Services, ranging from \$77,584.50 to \$88,358.33. The bid prices were based on a hypothetical project where bidders applied their bid markup to equipment costs from Caltrans rates, labor costs from prevailing wage rates, and materials. District staff has reviewed the bids and recommends awarding to the lowest responsive and responsible bidder, Lash Construction, Inc. Staff estimates that approximately \$400,000 per year of work will be completed under this contract, with all work performed on an as-needed basis. Lash Construction, Inc., meets the experience requirements to perform the work. The contract will be effective for one year from execution of the contract with an option to renew annually for up to two additional years if Calleguas so desires.

On a motion by Director Waters, seconded by Director Santamaria, the Board of Directors voted 5-0 to adopt Resolution No. 1978. Resolution No. 1978 is attached and made part of these minutes.

AYES: Directors Blois, Waters, Quady, Santamaria, Slosson

NOES: None

2. Approval of a new capital project: Santa Rosa Hydro Improvements (Project No. 582)

The Manager of Engineering said that the Oxnard Santa Rosa (OSR) Feeder, Las Posas Feeder, Santa Rosa Hydro, and Miscellaneous Valve Improvements (Project No. 442) is comprised of improvements recommended by Northwest Hydraulic Consultant's surge analysis for the OSR Feeders and Las Posas Feeder and improvements requested by the O&M Department to improve reliability and operability and reduce the risk of failure of aging components. The improvements are similar in nature and were grouped into a single project to enable cost effective implementation.

Of the improvements contained in Project No. 442, several involve Santa Rosa Hydro as follows:

- Modification of the Santa Rosa Hydro Station bypass into a pressure regulation station.
- Replacement of the existing inlet and outlet valves at Santa Rosa Hydro.
- Replacement of two existing pressure transmitters and installation of a flow meter and differential pressure transmitter at Pressure Regulating Station No. 7.
- Replacement of outdated electrical equipment and control panels at Santa Rosa Hydro.

As design has progressed, the complexity of the improvements at Santa Rosa Hydro has hindered the overall progress of the project. Staff and the design engineer believe that splitting the Santa Rosa Hydro improvements into a separate project will enable more timely implementation of Project No. 442. Additionally, establishing a separate project will significantly reduce the complexity of the shutdowns required for the combined

project. Two smaller, less complex projects may also result in a more competitive bidding environment.

The anticipated construction cost is approximately \$2.2 million. More detail was provided in the Capital Project Information Sheet and Capital Project Evaluation Sheet.

On a motion by Director Blois, seconded by Director Quady, the Board of Directors voted 5-0 to approve the new capital project and budget of \$860,000.

AYES: Directors Blois, Waters, Quady, Santamaria, Slosson

NOES: None

3. Discussion regarding approval of professional services by Perliter & Ingalsbe to perform design for the Santa Rosa Hydro Improvements (Project No. 582), for an amount not-to-exceed \$680,116

The Manager of Engineering said that, as described above, staff recommends that the Santa Rosa Hydro Improvements be split into a separate project from the Oxnard-Santa Rosa Feeder, Las Posas Feeder, Santa Rosa Hydro, and Miscellaneous Valve Improvements (Project No. 442) to facilitate timely implementation and simplify shutdown requirements. While much of the design effort will be similar, producing a separate set of Contract Documents for the project does result in some additional cost. However, staff feels the benefits described above justify that cost. The scope of work and budget for the design of Project No. 442 will be reduced accordingly.

Perlitter & Ingalsbe is performing the design for Project No. 442 and has already completed a portion of the design work for the Santa Rosa Hydro Improvements that will be transferred to this project. Their work on the project to date has been of good quality and they have a history of excellent design work for the District.

On a motion by Director Blois, seconded by Director Santamaria, the Board of Directors voted 5-0 to approve the professional services.

AYES: Directors Blois, Waters, Quady, Santamaria, Slosson

NOES: None

J. STRATEGIC PLANNING

None

K. DISTRICT COUNSEL

None

L. BOARD OF DIRECTORS

1. Oral report on meetings attended by Board members

Board members provided oral reports on meetings attended at the expense of the District, pursuant to Government Code Section 53232.3(d). All expenses would be filed at the end of the month, accompanied by receipts.

2. Discussion regarding upcoming meetings to be attended by Board members

The Board discussed meetings they planned to attend.

3. Metropolitan update

Director Blois said that there was no report.

M. CLOSED SESSION

None

N. OTHER BUSINESS

None

O. FUTURE AGENDA ITEMS

None

P. ADJOURNMENT

Director Slosson declared the meeting adjourned at 5:35 p.m.

Respectfully submitted,

Andy Waters, Board Secretary

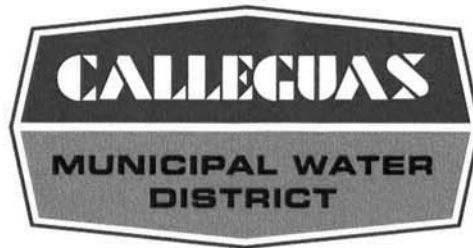
E-1a GENERAL MANAGER



SCOTT H. QUADY, PRESIDENT
DIVISION 2

ANDRES SANTAMARIA, SECRETARY
DIVISION 4

STEVE BLOIS, DIRECTOR
DIVISION 5



E-1b GENERAL MANAGER
THOMAS L. SLOSSON, VICE PRESIDENT
DIVISION 1

ANDY WATERS, TREASURER
DIVISION 3

SUSAN B. MULLIGAN
GENERAL MANAGER

web site: www.calleguas.com

2100 OLSEN ROAD • THOUSAND OAKS, CALIFORNIA 91360-6800 805/526-9323 • FAX: 805/522-5730

July 6, 2016

Mr. Joe Roque
Rio Manor Mutual Water Company
135 W. Magnolia Ave
Oxnard, CA 93030

Subject: Proposed Water Service from the City of Oxnard to Rio Manor Mutual Water Company

Dear Mr. Roque:

This letter is sent in response to your request for a letter of approval for a water service arrangement between the Rio Manor Mutual Water Company (Rio Manor) and the City of Oxnard (City).

As we understand the situation, Rio Manor (boundary map attached) is supplied by two wells, 150 feet and 220 feet deep respectively. Because the 150 foot well has gone dry, Rio Manor's Board is concerned that the sole well supplying the system could either go dry or fail due to mechanical problems and there would be no water available for the residents.

As you know, Calleguas Municipal Water District (Calleguas) provides water service to the City and existing policies and agreements restrict such service to uses within District boundaries to preserve the integrity of ratepayer investments. Section 5(a) of Calleguas Ordinance No. 12 provides that "the right of any Member Agency to water served by the District's facilities shall be restricted to the amount required for uses within the area of the District lying within the boundaries of such Member Agency" and that "no potable water... produced by a Member Agency be sold or delivered for any use outside the District's boundaries..."

However, under the proposal, Rio Manor would transfer one acre foot of groundwater credits to Oxnard for each acre-foot delivered from Oxnard to Rio Manor, so there would be no movement of water outside the Calleguas service area. That is, any water that moves out of the service area would be returned in the form of groundwater credits. Section 5(a) of Calleguas Ordinance No. 12 specifically provides for the delivery of wheeled water outside the Calleguas service area boundaries when authorized by Calleguas' Board of Directors. As such, to satisfy Calleguas policies, Rio Manor and the City are required to characterize the proposal as a "water wheeling"

Mr. Roque
July 6, 2016
Page 2

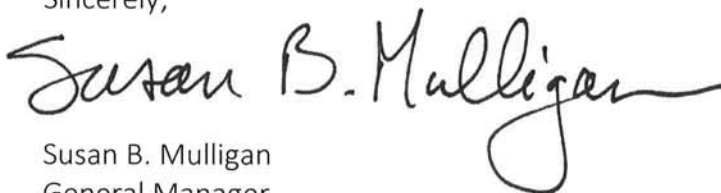
arrangement between the City and Rio Manor under state law and shall modify the proposed agreement accordingly.

On July 6, 2016, the Calleguas Board approved this wheeling arrangement on the condition that 1) the subject agreement be modified as noted above, and 2) that for each acre foot of water delivered from the City to Rio Manor, the Fox Canyon Groundwater Management Agency (GMA) transfers one acre foot of groundwater credits from Rio Manor to the City. This transfer must take place within six months of the delivery with documentation submitted to Calleguas within 30 days from the date of transfer.

Lastly, we wouldn't characterize declining groundwater levels as an emergency and therefore encourage Rio Manor to pursue a longer term supply reliability plan as well. Rio Manor is surrounded on all sides by land that is annexed to Calleguas and Metropolitan Water District and therefore has access to an imported water supply to supplement their deteriorating groundwater resource. Based on an estimated 66 acres and 300 homes, the cost for Rio Manor to be eligible to receive water from Calleguas would be approximately \$1.22 million (\$550,000 for annexation to Calleguas and Metropolitan and \$670,000 for Calleguas' Capital Construction Charges). As the state has recently expanded programs to facilitate water supply improvements for small water systems, the timing for annexation may be quite favorable. Calleguas is prepared to work with the Rio Manor and the City to identify state agencies and programs that could provide such funding and/or assistance.

We appreciate your early coordination and planning for an emergency outage. If you have questions or concerns, please feel free to call me at 805-579-7115 or smulligan@calleguas.com.

Sincerely,

A handwritten signature in black ink that reads "Susan B. Mulligan". The signature is written in a cursive, flowing style with a long, sweeping underline.

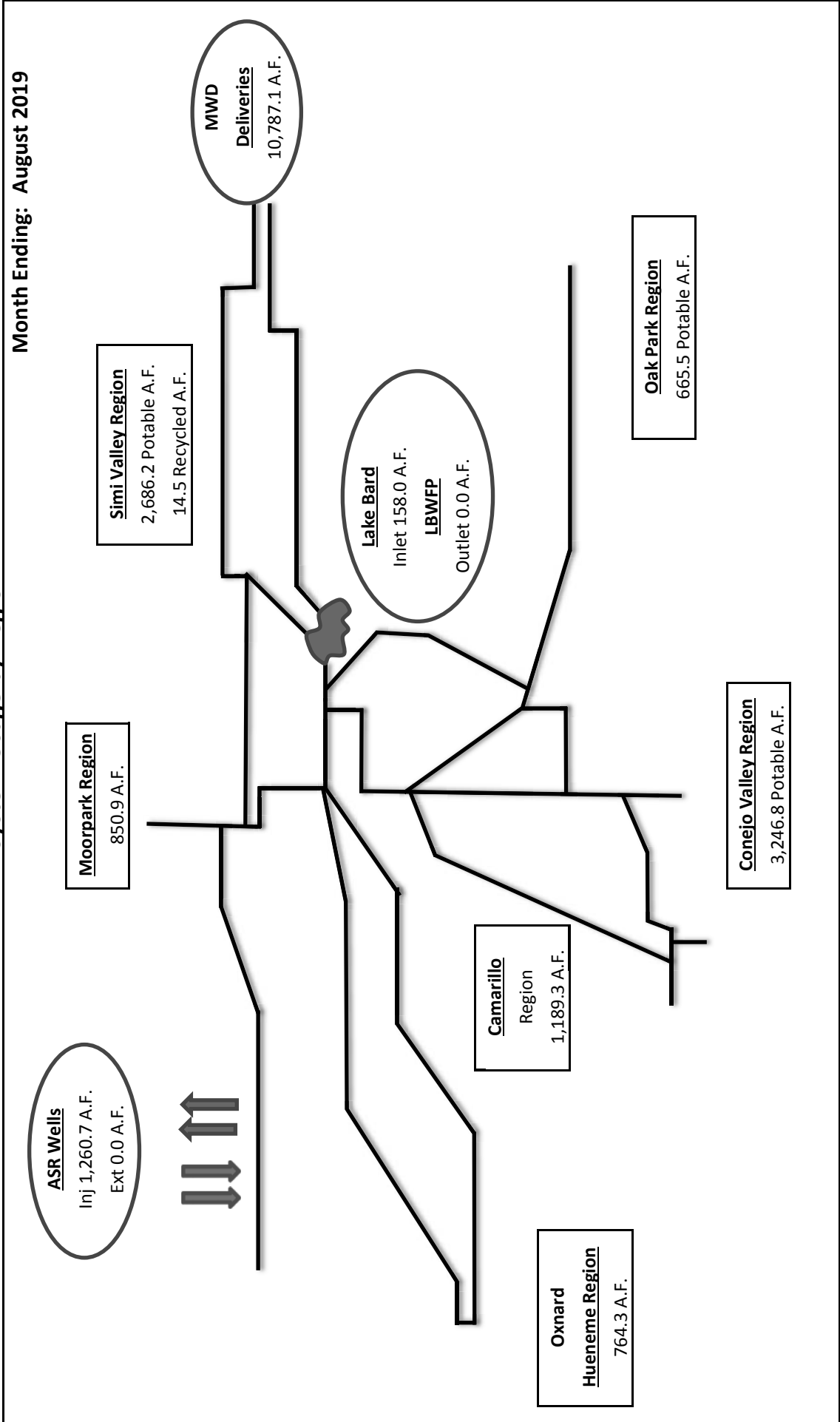
Susan B. Mulligan
General Manager



Rio Mesa Mutual Water Company Boundary Map

Calleguas Municipal Water District
 Water Use and Sales
 System Usage by Region

Month Ending: August 2019



Current Fiscal Year to Date:	As of Fiscal Year 08/31/18	As of Fiscal Year 08/31/17
18,408.2 A.F. Potable	19,923.7 A.F. Potable	19,086.7 A.F. Potable
20.6 A.F. Recycled	18.8 A.F. Recycled	18.7 A.F. Recycled
0.8 A.F. SMP Brine	- A.F. SMP Brine	
496.4 A.F. SMP Non-Brine	425.5 A.F. SMP Non-Brine	

**Calleguas Municipal Water District
Revenues from Water Sales
For the Month of August 2019**

Organization	Water Use Acre Feet	Water Sales	RTS, CRC, Penalties & Pumping Charges	Billing Amount
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Potable Water

Berylwood Heights Mutual Water Co.	-	\$ -	\$ 181.00	\$ 181.00
Brandeis Mutual Water Co.	6.5	9,313.53	1,016.00	10,329.53
Butler Ranch	-	-	150.00	150.00
California American Water Co	1,548.9	2,204,131.38	169,202.00	2,373,333.38
Camarillo, City of	475.0	675,934.80	50,679.00	726,613.80
Camrosa Water District	673.7	958,672.09	63,131.00	1,021,803.09
Crestview Mutual Water Co.	-	-	1,405.00	1,405.00
Lake Sherwood CSD	212.7	302,694.58	29,268.58	331,963.16
Solano Verde Mutual Water	35.0	49,742.93	4,179.00	53,921.93
Oak Park Water Service	224.5	319,498.78	45,011.56	364,510.34
Oxnard, City of	764.3	1,087,614.97	113,214.00	1,200,828.97
Pleasant Valley Mutual Water Co.	40.6	57,821.63	5,974.00	63,795.63
California Water Service Co.	803.2	1,142,989.80	118,356.64	1,261,346.44
Simi Valley, City of	2,117.7	3,013,444.96	236,616.89	3,250,061.85
Golden State Water	562.0	799,726.26	64,318.00	864,044.26
Thousand Oaks, City of	1,088.0	1,548,227.92	118,762.00	1,666,989.92
Ventura Co WWD #1	816.0	1,161,222.36	124,082.27	1,285,304.63
Ventura Co WWD #19	34.9	49,676.22	3,346.00	53,022.22
Potable Total	9,403.0	\$ 13,380,712.21	\$ 1,148,892.94	\$ 14,529,605.15

Potable 2018	9,967.9
Potable 2017	9,508.7

Organization	Water Use Acre Feet	Water Sales	Pumping Charges	Billing Amount
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Recycled Water

Simi Valley, City of (Rec)	14.5	14,528.72	-	14,528.72
Recycled Sales Total	14.5	\$ 14,528.72	\$ -	\$ 14,528.72

Recycled 2018	11.4
Recycled 2017	11.9

**Calleguas Municipal Water District
Revenues from Other Water Sales & SMP
For the Month of August 2019**

Organization	Water Use Acre Feet	Water Sales	RTS, CRC, Penalties & Pumping Charges	Billing Amount
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Construction Water Sales

Shimmick Construction		\$	\$	\$
Farwest Corrosion Services		\$	\$	\$
Stronghold Engineering	0.1	446.99		446.99
Construction Water Sales Total	0.1	\$ 446.99	\$ -	\$ 446.99

Organization	Discharge Acre Feet	Water Sales	Const Replacement, Maint Fee & Penalties	Billing Amount
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SMP Brine Discharge

Camrosa		\$ -	\$ 1,856.65	\$ 1,856.65
Oxnard		\$ -	\$ 7,162.08	\$ 7,162.08
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
Total SMP Discharge	-	\$ -	\$ 9,018.73	\$ 9,018.73

SMP Brine 2018

SMP Non-Brine Discharge

Camrosa		\$ -	\$ -	\$ -
Oxnard	369.3	\$ 17,395.34	\$ -	\$ 17,395.34
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
Total SMP Discharge	369.3	\$ 17,395.34	\$ -	\$ 17,395.34

SMP Non-Brine 2018

**Calleguas Municipal Water District
MWD Invoice Reconciliation
For the Month of August 2019**

		ACRE FEET	COST DOLLARS
Source-MWD			
Metropolitan Delivery		10,787.1	\$ 11,326,455.00

Sales			
Purveyor Sales		9,403.0	\$ 9,873,150.00
Construction Sales		0.1	105.00
Zone Mutual Sales		-	-
		-	-
Total Sales Potable Water		9,403.1	\$ 9,873,255.00

Storage			
Lake Bard Input (Storage)		158.0	165,900.00
Lake Bard Water Filter Plant Output (Use)		-	-
ASR Wells Input (Storage)		1,260.7	1,323,735.00
ASR Wells Output (Use)		-	-
		-	-
Total Storage Activity		1,418.7	1,489,635.00

Total Water Sales & Use	10,821.8	11,362,890.00
Reconciliation Adjustment	(34.7)	(36,435.00)
Water Sales per MWD	10,787.1	11,326,455.00

CRC	133,658.33
RTS	509,575.29
LRP	(4,700.00)
Consevation Program Costs	(7,953.83)
Cyclic Storage	(1,323,735.00)

Total MWD Invoice for August 2019 10,633,299.79

**Calleguas Municipal Water District
Past Due Invoices**

Organization	Billing Month	Billing Amount
Potable		
Berylwood Heights Mutual Water Co.		
Brandeis Mutual Water Co.		
Butler Ranch		
California American Water Co		
Camarillo, City of		
Camrosa Water District		
Crestview Mutual Water Co.		
Lake Sherwood CSD		
Solano Verde Mutual Water		
Oak Park Water Service		
Oxnard, City of		
Pleasant Valley Mutual Water Co.		
California Water Service Co.		
Simi Valley, City of		
Golden State Water		
Thousand Oaks, City of		
Ventura Co WWD #1		
Ventura Co WWD #19		

Other		
Zone Mutual Water Co		
Temporary/Construction Meters-Farwest		

Recycled		
Oak Park Water Service (Rec)		
Lake Sherwood CSD (Rec)		
California Water Service Co. (Rec)		
Simi Valley, City of (Rec)		
Hidden Valley Municipal Water District		

SMP Discharge		
Camrosa Water District		
Oxnard, City of	Jul-19	\$ 6,261.59

**Calleguas Municipal Water District
Record Of Power Generation
Revenue Summary
Fiscal Year 2019-20**

July 1, 2019 to July 31, 2019

Hours Possible Generating:	2,976
Hours On Line - Generating:	1,822
Hours Off Line - Flow Conditions:	1,039
Hours Off Line - Maintenance:	0
Hours Off Line - Power Loss:	115

Monthly Revenue - FY 2019-20	
July - 2019	\$ 107,496.09
August	0.00
September	0.00
October	0.00
November	0.00
December	0.00
January - 2020	0.00
February	0.00
March	0.00
April	0.00
May	0.00
June	0.00
FY 2019-20 Total	\$ 107,496.09

Monthly Revenue - FY 2018-19	
July - 2018	\$ 101,839.58
August	99,777.86
September	80,518.80
October	26,994.62
November	51,103.00
December	12,657.00
January - 2019	4,624.65
February	0.00
March	6,887.27
April	52,186.65
May	42,925.76
June	97,805.43
FY 2018-19 Total	\$ 577,320.62

ANNUAL REVENUE	
FY 2017-18 Total	\$ 850,055.35
FY 2016-17 Total	\$ 734,893.60

**Calleguas Municipal Water District
Record Of Power Generation
East Portal
Fiscal Year 2019-20**

July 1, 2019 to July 31, 2019

Hours Possible Generating:	744
Hours On Line - Generating:	629
Hours Off Line - Flow Conditions:	0
Hours Off Line - Maintenance:	0
Hours Off Line - Power Loss:	115

Monthly Revenue - FY 2019-20	
July - 2019	\$ 88,880.75
August	
September	
October	
November	
December	
January - 2020	
February	
March	
April	
May	
June	
FY 2019-20 Total	\$ 88,880.75

Monthly Revenue - FY 2018-19	
July - 2018	\$ 85,015.88
August	82,471.25
September	66,145.98
October	17,008.28
November	38,933.05
December	3,083.31
January - 2019	0.00
February	0.00
March	6,887.27
April	49,971.39
May	42,782.91
June	91,358.13
FY 2018-19 Total	\$ 483,657.45

ANNUAL REVENUE	
FY 2017-18 Total	\$ 683,527.02
FY 2016-17 Total	\$ 573,540.03

**Calleguas Municipal Water District
Record Of Power Generation
Santa Rosa
Fiscal Year 2019-20**

July 1, 2019 to July 31, 2019

Hours Possible Generating:	744
Hours On Line - Generating:	313
Hours Off Line - Flow Conditions:	431
Hours Off Line - Maintenance:	0
Hours Off Line - Power Loss:	0

Monthly Revenue - FY 2019-20	
July - 2019	\$ 3,764.35
August	
September	
October	
November	
December	
January - 2020	
February	
March	
April	
May	
June	
FY 2019-20 Total	\$ 3,764.35

Monthly Revenue - FY 2018-19	
July - 2018	\$ 2,744.74
August	3,178.88
September	2,506.64
October	1,508.95
November	1,579.39
December	58.11
January - 2019	104.51
February	0.00
March	0.00
April	1,198.05
May	142.85
June	1,530.16
FY 2018-19 Total	\$ 14,552.28

ANNUAL REVENUE	
FY 2017-18 Total	\$ 37,235.05
FY 2016-17 Total	\$ 20,227.26

**Calleguas Municipal Water District
Record Of Power Generation
Springville
Fiscal Year 2019-20**

July 1, 2019 to July 31, 2019

Hours Possible Generating:	744
Hours On Line - Generating:	266
Hours Off Line - Flow Conditions:	478
Hours Off Line - Maintenance:	0
Hours Off Line - Power Loss:	0

Monthly Revenue - FY 2019-20	
July - 2019	\$ 8,491.74
August	
September	
October	
November	
December	
January - 2020	
February	
March	
April	
May	
June	
FY 2019-20 Total	\$ 8,491.74

Monthly Revenue - FY 2018-19	
July - 2018	\$ 14,078.22
August	14,127.28
September	11,866.18
October	8,477.39
November	10,590.56
December	9,515.58
January - 2019	4,390.97
February	0.00
March	0.00
April	0.00
May	0.00
June	1,965.67
FY 2018-19 Total	\$ 75,011.85

ANNUAL REVENUE	
FY 2017-18 Total	\$ 119,090.13
FY 2016-17 Total	\$ 114,447.90

**Calleguas Municipal Water District
Cash & Investment Summary
August 31, 2019**

<u>Account</u>	<u>Balance</u>	<u>Interest Rate</u>
<u>Pooled Investment Accounts</u>		
LAIF	\$ 5,866,508.51	2.34%
Ventura County Pool	1,759,970.07	2.57%
Total Pooled Investments	\$ 7,626,478.58	
<u>Other Investments</u>		
Wells Capital Management	\$ 159,423,257.33	1.13%
<u>Restricted Investments</u>		
Wells Fargo Bank - 2010 Series A & B Payment Acct	5,011.80	
Bank of New York - 2012 Series A Payment Acct	3,469.69	
US Bank - 2014 Series A Payment Acct	343.83	
US Bank - 2016 Series A Payment Acct	215.19	
Total Restricted Investments	\$ 9,040.51	
Total - All Investments	\$ 167,058,776.42	
Cash Balance	4,494,145.32	
Total Cash and Investments	\$ 171,552,921.74	

Pooled Investment Summary

<u>Ventura County Pool</u>	
Balance as of July 31, 2019	\$ 1,754,566.03
Current Month Activity:	
Interest Paid	5,404.04
Transfer to General Fund Checking	-
Balance on Hand as of August 31, 2019	<u>\$ 1,759,970.07</u>

<u>Local Agency Investment Fund (LAIF)</u>	
Balance as of July 31, 2019	\$ 5,866,508.51
Current Month Activity:	
Interest Paid	-
Transfer to General Fund Checking	-
Balance on Hand as of August 31, 2019	<u>\$ 5,866,508.51</u>

All investments are in conformity with the Investment Policy of Calleguas Municipal Water District.
The cash & investments provide sufficient cash flow liquidity to meet all the estimated expenditures for the next six months.

Table of Contents
Report: Balance Sheet Classification
Account: WC-Calleguas MWD General (17273)
As of: 08/31/2019
Base Currency: USD

CE	Original Lot ID	Base Current Units	Description	Security Type	Rating	Coupon	Final Maturity	Book Yield	Settle Date	Base Original Cost	Base Accrued Balance	Base Market Value
		235,152.97	WELLS FRGO GOVERNMENT CL TMMF	MMFUND	AAA	2.00	08/31/2019	1.98		235,152.97	0.00	235,152.97
		3.50	Cash	CASH	AAA	0.00	08/31/2019	0.00		3.50	0.00	3.50
		26,671.43	Receivable	CASH	AAA	0.00	08/31/2019	0.00		26,671.43	0.00	26,671.43
		261,827.90			AAA	1.80	08/31/2019	1.78		261,827.90	0.00	261,827.90
ST	Original Lot ID	Base Current Units	Description	Security Type	Rating	Coupon	Final Maturity	Book Yield	Settle Date	Base Original Cost	Base Accrued Balance	Base Market Value
	167730276	1,500,000.00	AMXCA 171 A	ABS	AAA	1.93	02/18/2020	2.35	01/30/2018	1,487,636.72	1,286.67	1,498,895.55
	190662004	200,000.00	AMXCA 171 A	ABS	AAA	1.93	02/18/2020	2.82	05/25/2018	197,015.63	171.56	199,852.74
	214447656	1,000,000.00	AMXCA 171 A	ABS	AAA	1.93	02/18/2020	3.08	10/22/2018	985,234.38	857.78	999,263.70
	268650020	1,500,000.00	BACCT 172 A	ABS	AAA	1.84	08/17/2020	1.89	08/21/2019	1,499,414.07	1,226.67	1,498,673.85
	113277660	2,400,000.00	CCCT 16A1 A1	ABS	AAA	1.75	11/19/2019	1.75	12/08/2016	2,399,871.36	11,900.00	2,397,826.56
	214175508	769,000.00	COMET 152 A	ABS	AAA	2.08	05/15/2020	3.06	10/18/2018	757,465.00	710.90	769,647.88
	170032480	900,000.00	COMET 166 A	ABS	AAA	1.82	11/15/2019	2.35	02/14/2018	891,773.44	728.00	899,325.63
	135161350	43,380.54	NALT 17A A3	ABS	AAA	1.91	04/15/2020	1.92	06/28/2017	43,372.76	36.83	43,373.31
	146832252	57,814.42	TAOT 16C A3	ABS	AAA	1.14	08/17/2020	1.46	09/13/2017	57,570.51	29.29	57,770.03
	131246340	4,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	AGCY BOND	AAA	1.55	05/08/2020	1.54	05/30/2017	4,000,680.00	19,461.11	3,990,661.56
	175869230	2,000,000.00	FEDERAL HOME LOAN BANKS	AGCY BOND	AAA	4.13	03/13/2020	2.45	03/21/2018	2,064,400.00	38,500.00	2,023,283.40
	135883725	1,000,000.00	FEDERAL HOME LOAN BANKS	AGCY BOND	AAA	1.88	03/13/2020	1.57	06/30/2017	1,007,970.00	8,750.00	999,811.67
	139346119	1,000,000.00	FEDERAL HOME LOAN BANKS	AGCY BOND	AAA	2.00	09/13/2019	1.46	07/20/2017	1,011,450.00	9,333.33	999,915.78
	132768591	3,000,000.00	FEDERAL HOME LOAN BANKS	AGCY BOND	AAA	1.75	06/12/2020	1.55	06/08/2017	3,018,000.00	11,520.83	2,998,339.02
	105798107	2,000,000.00	FEDERAL HOME LOAN BANKS	AGCY BOND	AAA	1.00	09/26/2019	1.03	09/09/2016	1,998,260.00	8,611.11	1,998,435.90
	12416781	1,750,000.00	FEDERAL HOME LOAN BANKS	AGCY BOND	AAA	1.38	11/15/2019	1.38	11/17/2016	1,749,597.50	7,085.07	1,747,707.06
	208847902	1,500,000.00	FEDERAL HOME LOAN BANKS	AGCY BOND	AAA	1.63	10/30/2019	2.71	09/27/2018	1,482,561.00	8,192.71	1,498,921.02
	151948963	800,000.00	FEDERAL HOME LOAN BANKS	AGCY BOND	AAA	1.50	10/21/2019	1.59	10/13/2017	798,584.00	4,333.33	799,373.80
	174395699	4,000,000.00	FEDERAL HOME LOAN BANKS	AGCY BOND	AAA	2.13	03/13/2020	2.15	03/09/2018	3,998,200.00	39,666.67	4,005,108.88
	175392265	2,000,000.00	FEDERAL HOME LOAN BANKS	AGCY BOND	AAA	2.38	03/30/2020	2.39	03/16/2018	1,999,640.00	19,923.61	2,005,835.68
	184740518	2,000,000.00	FEDERAL HOME LOAN BANKS	AGCY BOND	AAA	2.65	05/28/2020	2.64	05/21/2018	1,999,280.00	13,562.50	2,010,951.12
	255784070	1,000,000.00	FREDDIE MAC	AGCY BOND	AAA	1.38	05/01/2020	2.28	06/04/2019	991,869.00	4,583.33	996,747.52
	118109502	1,000,000.00	FREDDIE MAC	AGCY BOND	AAA	1.50	01/17/2020	1.63	01/20/2017	2,988,840.00	5,500.00	2,995,016.37
	120246921	1,500,000.00	FREDDIE MAC	AGCY BOND	AAA	1.50	01/17/2020	1.53	02/13/2017	1,498,590.00	2,750.00	1,497,508.19
	215256463	1,000,000.00	FEDERAL FARM CREDIT BANKS	AGCY DISC	A-1+	0.00	10/22/2019	2.68	10/23/2017	973,407.78	0.00	997,236.94
	228279885	1,500,000.00	FEDERAL FARM CREDIT BANKS	AGCY DISC	A-1+	0.00	11/04/2019	2.62	01/02/2019	1,467,232.50	0.00	1,494,910.83
	119627194	60,000.00	APPLE INC	CORP	AA+	1.90	02/07/2020	1.92	02/09/2017	59,970.60	76.00	59,989.53
	119627198	850,000.00	APPLE INC	CORP	AA+	1.90	02/07/2020	1.92	02/09/2017	849,583.50	1,076.67	849,851.63
	156676323	800,000.00	APPLE INC	CORP	AA+	1.80	11/13/2019	1.83	11/13/2017	799,608.00	4,320.00	799,616.00
	202140979	600,000.00	BANK OF NEW YORK COMPANY, INC. (THE)	CORP	AA-	4.60	09/11/2020	2.90	08/10/2018	614,178.00	3,526.67	605,368.25
	208994263	1,000,000.00	BANK OF NEW YORK MELLON CORP	CORP	AA-	2.30	09/11/2019	2.72	09/21/2018	995,980.00	10,861.11	999,985.27
	194866779	2,003,000.00	BLACKROCK INC	CORP	AA-	5.00	12/10/2019	2.76	06/20/2018	2,067,236.21	22,533.75	2,018,073.26
	183092681	600,000.00	CATERPILLAR FINANCIAL SERVICES CORP	CORP	A	2.95	05/15/2020	2.96	05/16/2018	599,886.00	5,211.67	603,369.49
	132476859	850,000.00	CITIBANK NA	CORP	AA-	2.10	06/12/2020	2.11	06/12/2017	849,634.50	3,917.08	850,688.64
	253251643	2,150,000.00	DUKE ENERGY CAROLINAS LLC	CORP	AA	4.30	06/15/2020	2.53	05/21/2019	2,189,824.45	19,517.22	2,186,882.18
	207752510	1,000,000.00	GENERAL DYNAMICS CORP	CORP	A+	2.88	05/11/2020	2.97	09/14/2018	998,480.00	8,784.72	1,005,997.73
	242577554	500,000.00	GENERAL DYNAMICS CORP	CORP	A+	2.88	05/11/2020	2.65	03/21/2019	501,220.00	4,392.36	502,998.87
	153822150	1,750,000.00	HONEYWELL INTERNATIONAL INC	CORP	A	1.80	10/30/2019	1.84	10/30/2017	1,748,635.00	10,587.50	1,749,009.13
	213988714	1,000,000.00	HSBC USA INC	CORP	AA-	2.35	03/05/2020	3.16	10/17/2018	989,140.00	11,488.89	1,001,025.20
	209194078	1,000,000.00	HSBC USA INC	CORP	AA-	2.75	08/07/2020	3.19	09/24/2018	992,090.00	1,833.33	1,006,341.95
	220341533	1,000,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	CORP	A+	2.00	01/27/2020	3.16	11/23/2018	986,700.00	1,888.89	998,878.70
	248928332	2,400,000.00	STATE STREET CORP	CORP	AA-	2.55	08/18/2020	2.63	04/25/2019	2,397,600.00	2,210.00	2,413,831.27
	108977740	805,000.00	TOYOTA MOTOR CREDIT CORP	CORP	AA-	1.55	10/18/2019	1.57	10/18/2016	804,597.50	4,609.74	804,236.44
	201986411	1,200,000.00	TOYOTA MOTOR CREDIT CORP	CORP	AA-	1.55	10/18/2019	2.66	08/09/2018	1,184,436.00	6,871.67	1,198,861.78
	170032479	950,000.00	U.S. BANK NATIONAL ASSOCIATION (CINCINNATI BRANCH)	CORP	AA-	2.00	01/24/2020	2.44	02/14/2018	942,039.00	1,952.78	949,672.61
	166295502	1,900,000.00	US BANK NA	CORP	AA-	2.43	01/17/2020	2.48	01/23/2018	1,900,000.00	5,895.25	1,901,191.09
	176299359	2,000,000.00	ALAMEDA CNTY CALIF JT PWRs AUTHLEASE REV	MUNI	AAA+	2.60	06/01/2020	2.60	04/24/2018	2,000,000.00	12,985.00	2,009,000.00
	161203463	265,000.00	CALIFORNIA ST DEPT WTR RES CENT VY PROJ REV	MUNI	AAA	2.05	12/01/2019	2.05	12/19/2017	265,000.00	1,359.45	265,206.70
	196188880	350,000.00	LOS ANGELES CALIF	MUNI	AAA	4.00	09/01/2019	2.55	07/12/2018	355,638.50	7,000.00	350,000.00
	192438321	1,240,000.00	TULARE CNTY CALIF PENSION OBLIG	MUNI	AA-	2.89	06/01/2020	2.89	06/25/2018	1,240,000.00	8,968.30	1,246,807.60
	163109954	2,500,000.00	UNITED STATES TREASURY	US GOV	AAA	1.38	12/15/2019	1.91	12/26/2017	2,474,218.75	7,325.82	2,495,605.00
		70,193,194.96			AA+	2.13	02/21/2020	2.20		70,173,611.66	387,915.16	70,296,882.30

Table of Contents
Report: Balance Sheet Classification
Account: WC-Calleguas MWD General (17273)
As of: 08/31/2019
Base Currency: USD

CE	Original Lot ID	Base Current Units	Description	Security Type	Rating	Coupon	Final Maturity	Book Yield	Settle Date	Base Original Cost	Base Accrued Balance	Base Market Value
LT	214823145	2,000,000.00	FEDERAL HOME LOAN BANKS	AGCY BOND	AAA	2.88	09/11/2020	2.97	10/23/2018	1,996,400.00	27,152.78	2,022,631.08
	225595758	1,420,000.00	FEDERAL HOME LOAN BANKS	AGCY BOND	AAA	2.88	09/11/2020	2.72	12/21/2018	1,423,663.60	19,278.47	1,436,068.07
	199788769	645,000.00	BANK OF AMERICA CORP	CORP	A+	5.88	01/05/2021	3.33	07/27/2018	683,100.15	5,894.58	677,590.30
	239649081	962,000.00	BANK OF AMERICA CORP	CORP	A+	5.88	01/05/2021	2.96	03/05/2019	1,011,687.30	8,791.61	1,010,607.55
	239649080	2,250,000.00	JPMORGAN CHASE & CO	CORP	AA-	4.63	05/10/2021	2.99	03/05/2019	2,327,152.50	32,085.94	2,344,743.95
	249387931	4,000,000.00	UNITED STATES TREASURY	US GOV	AAA	2.25	03/31/2021	2.33	04/26/2019	3,993,906.25	37,868.85	4,038,908.00
	258351449	2,000,000.00	FEDERAL HOME LOAN BANKS	AGCY BOND	AAA	2.25	06/11/2021	1.91	06/19/2019	2,013,000.00	10,000.00	2,023,817.80
	263119427	1,000,000.00	FEDERAL HOME LOAN BANKS	AGCY BOND	AAA	2.25	06/11/2021	1.94	07/17/2019	1,005,690.00	5,000.00	1,011,908.90
	234104020	1,000,000.00	UNITED STATES TREASURY	US GOV	AAA	2.00	08/31/2021	2.46	02/01/2019	988,671.88	54.95	1,009,219.00
	268963254	1,625,000.00	FEDERAL HOME LOAN BANKS	AGCY BOND	AAA	2.38	09/10/2021	1.57	08/22/2019	1,651,341.25	18,332.03	1,680,287.08
	260865818	1,850,000.00	FEDERAL HOME LOAN BANKS	AGCY BOND	AAA	2.13	06/10/2022	1.83	07/02/2019	1,865,281.00	8,845.31	1,880,928.26
	257756801	1,000,000.00	FEDERAL HOME LOAN BANKS	AGCY BOND	AAA	2.38	06/10/2022	1.89	06/17/2019	1,013,900.00	5,343.75	1,023,556.26
	146832254	3,000,000.00	FEDERAL HOME LOAN BANKS	AGCY BOND	AAA	1.63	09/11/2020	1.51	09/12/2017	3,010,500.00	23,020.83	2,994,725.97
	157132154	1,000,000.00	AUTOMATIC DATA PROCESSING INC	CORP	AA	2.25	09/15/2020	2.04	11/10/2017	1,005,610.00	10,375.00	1,002,866.19
	202490669	712,000.00	BANK OF AMERICA CORP	CORP	A+	2.63	10/19/2020	3.03	08/14/2018	705,976.48	6,853.00	717,455.19
	201420681	2,000,000.00	PNC BANK NA	CORP	A+	2.45	11/05/2020	3.21	08/06/2018	1,967,180.00	15,788.89	2,010,822.14
	214823147	1,500,000.00	INTERCONTINENTAL EXCHANGE INC	CORP	A	2.75	12/01/2020	3.24	10/24/2018	1,485,210.00	10,312.50	1,510,725.00
	248264695	790,000.00	INTERCONTINENTAL EXCHANGE INC	CORP	A	2.75	12/01/2020	2.73	04/22/2019	790,205.40	5,431.25	795,648.50
	202490664	1,400,000.00	VISA INC	CORP	AA-	2.20	12/14/2020	2.88	08/14/2018	1,378,608.00	6,587.78	1,406,497.41
	258075190	1,000,000.00	CISCO SYSTEMS INC	CORP	AA-	1.85	09/20/2021	2.22	06/19/2019	991,920.00	8,273.61	999,216.54
	108396093	99,893.12	TAOT 16D A3	ABS	AAA	1.23	10/15/2020	1.24	10/12/2016	99,880.61	54.61	99,780.88
	108766595	755,313.73	SMAT 162US A3A	ABS	AAA	1.71	03/15/2021	3.20	10/14/2016	755,156.92	609.92	753,895.85
	122768506	286,871.78	TAOT 17A A3	ABS	AAA	1.73	02/16/2021	1.75	03/15/2017	286,838.02	220.57	286,478.83
	201420680	572,666.19	NAROT 17A A3	ABS	AAA	1.74	08/16/2021	2.96	08/06/2018	565,821.04	442.86	571,982.83
	21366014	607,770.58	TAOT 17B A3	ABS	AAA	1.76	07/15/2021	3.20	10/16/2018	601,651.87	475.41	607,038.52
	21786787	599,644.49	NAROT 17B A3	ABS	AAA	1.75	10/15/2021	3.33	11/08/2018	590,579.55	466.39	598,894.87
	148927920	418,041.06	HAROT 173 A3	ABS	AAA	1.79	09/18/2021	1.69	09/29/2017	417,995.79	270.22	417,457.98
	149458532	2,000,000.00	FREDDIE MAC	AGCY BOND	AAA	1.63	09/29/2020	1.80	09/29/2017	1,996,380.00	13,722.22	1,999,403.76
	199946907	1,400,000.00	FEDERAL HOME LOAN BANKS	AGCY BOND	AAA	1.95	11/05/2020	2.81	07/27/2018	1,373,512.00	8,796.67	1,400,442.09
	238193922	1,291,000.00	CITIBANK NA	CORP	AA-	2.13	10/20/2020	2.91	02/27/2019	1,274,875.41	9,982.84	1,292,301.90
	248264691	800,000.00	JOHN DEERE CAPITAL CORP	CORP	A	2.35	01/08/2021	2.66	04/22/2019	795,920.00	2,767.78	805,058.02
	217962833	1,100,819.10	MBALT 18A A3	ABS	AAA	2.41	02/16/2021	3.39	11/08/2018	1,093,680.97	1,179.10	1,101,831.75
	203792434	600,000.00	CCCT 18A1 A1	ABS	AAA	2.49	01/20/2023	2.91	08/22/2018	594,000.00	1,701.50	605,918.04
	203792432	1,250,000.00	HAROT 181 A3	ABS	AAA	2.64	02/15/2022	2.96	08/22/2018	1,245,410.15	1,466.67	1,256,656.63
	181415083	4,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	AGCY BOND	AAA	2.35	02/12/2021	2.70	05/01/2018	3,962,880.00	4,961.11	4,041,668.72
	182480913	500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	AGCY BOND	AAA	2.35	02/12/2021	2.69	05/07/2018	495,465.00	620.14	505,208.59
	266550452	2,000,000.00	PACCAR FINANCIAL CORP	CORP	A+	3.10	05/10/2021	2.01	08/08/2019	2,037,548.00	19,116.67	2,038,376.98
	268650017	1,406,000.00	TAOT 18B A3	ABS	AAA	2.96	09/15/2022	1.80	08/21/2019	1,427,309.69	1,849.67	1,425,447.93
	241354493	1,400,000.00	CHARLES SCHWAB CORP	CORP	A	3.25	05/21/2021	2.69	03/15/2019	1,415,876.00	12,638.89	1,431,105.23
	254423268	1,050,000.00	CHARLES SCHWAB CORP	CORP	A	3.25	05/21/2021	2.48	05/30/2019	1,064,857.50	9,479.17	1,073,328.92
	195162729	1,500,000.00	WALMART INC	CORP	AA	3.13	06/23/2021	3.13	06/23/2018	1,499,925.00	8,854.17	1,536,631.31
	196047594	571,047.92	VALET 181 A2A	ABS	AAA	2.81	07/20/2021	2.83	07/03/2018	571,043.24	490.31	572,826.73
	201790645	500,000.00	PACCAR FINANCIAL CORP	CORP	A+	3.15	08/09/2021	3.16	08/09/2018	499,845.00	962.50	511,015.41
	207612400	1,000,000.00	3M CO	CORP	AA-	3.00	09/14/2021	3.07	09/14/2018	997,950.00	13,916.67	1,022,055.35
	211380248	2,080,000.00	VZOT 18A A1A	ABS	AAA	3.23	04/20/2023	3.25	10/10/2018	2,079,967.55	2,052.84	2,125,576.96
	213358965	855,152.32	BMWLT 181 A2	ABS	AAA	2.97	12/21/2020	3.00	10/17/2018	855,075.95	776.05	857,516.04
	216338886	2,000,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION	AGCY BOND	AAA	2.88	10/30/2020	2.91	11/01/2018	1,998,840.00	19,326.39	2,027,269.14
	230103600	500,000.00	SAN FRANCISCO CALIF CITY & CNTY ARPTS COMMN INTL A	MUNI	A+	2.93	05/01/2021	2.93	02/07/2019	500,000.00	4,878.33	509,215.00
	231387688	3,400,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	AGCY BOND	AAA	2.60	01/18/2022	2.64	01/18/2019	3,395,818.00	10,558.89	3,483,660.60
	234104018	1,000,000.00	UNITED STATES TREASURY	US GOV	AAA	2.50	01/31/2021	2.47	02/01/2019	1,000,546.88	2,173.91	1,011,445.00
	244307903	1,000,000.00	UNITED STATES TREASURY	US GOV	AAA	2.50	02/15/2022	2.19	03/29/2019	1,008,515.63	1,154.89	1,024,492.00
	237552933	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	AGCY BOND	AAA	2.53	02/14/2022	2.53	02/21/2019	1,000,090.00	1,194.72	1,023,324.72
	236141726	250,000.00	3M CO	CORP	AA-	2.75	03/01/2022	2.77	02/22/2019	249,882.50	3,609.38	255,653.72
	244307905	1,000,000.00	UNITED STATES TREASURY	US GOV	AAA	2.50	02/28/2021	2.25	03/29/2019	1,004,648.44	68.68	1,012,617.00
	247223827	1,000,000.00	UNITED STATES TREASURY	US GOV	AAA	2.25	04/15/2022	2.36	04/15/2019	996,953.13	8,545.08	1,020,156.00
	247579561	2,000,000.00	UNITED STATES TREASURY	US GOV	AAA	2.25	04/15/2022	2.36	04/16/2019	1,993,515.63	17,090.16	2,040,312.00
	248264694	2,000,000.00	UNITED STATES TREASURY	US GOV	AAA	2.25	04/15/2022	2.38	04/18/2019	1,992,500.00	20,500.00	2,040,312.00
	249840016	2,400,000.00	UNITED STATES TREASURY	US GOV	AAA	2.25	04/15/2022	2.27	04/30/2019	2,398,500.00	20,508.20	2,448,374.40

Table of Contents

Balance Sheet Classification
 Report: WC-Calleguas MWD General (17273)
 Account: 08/31/2019
 As of: USD
 Base Currency: USD

CE	Original Lot ID	Base Current Units	Description	Security Type	Rating	Coupon	Final Maturity	Book Yield	Settle Date	Base Original Cost	Base Accrued Balance	Base Market Value
	252408791	1,100,000.00	CATERPILLAR FINANCIAL SERVICES CORP	CORP	A	2.65	05/17/2021	2.67	05/17/2019	1,099,472.00	8,421.11	1,116,201.34
	264491581	1,200,000.00	UNITED STATES TREASURY	US GOV	AAA	2.13	05/31/2021	1.90	07/26/2019	1,204,921.88	6,479.51	1,211,203.20
	256048129	1,000,000.00	JOHN DEERE CAPITAL CORP	CORP	A	2.30	06/07/2021	2.33	06/07/2019	999,320.00	5,366.67	1,005,532.05
	256423708	850,000.00	FEDERAL HOME LOAN BANKS	AGCY BOND	AAA	1.88	07/07/2021	1.92	06/07/2019	849,243.50	2,390.63	855,067.34
	258322570	500,000.00	UNITED STATES TREASURY	US GOV	AAA	1.75	06/15/2022	1.83	06/20/2019	498,847.66	1,864.75	504,316.50
	263119429	2,400,000.00	UNITED STATES TREASURY	US GOV	AAA	1.75	07/15/2022	1.84	07/17/2019	2,393,437.50	5,478.26	2,420,719.20
	264491560	1,500,000.00	UNITED STATES TREASURY	US GOV	AAA	1.75	07/15/2022	1.82	07/26/2019	1,496,835.94	3,423.91	1,512,949.50
	268650018	3,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	AGCY BOND	AAA	1.55	08/16/2021	1.58	08/20/2019	2,998,080.00	1,937.50	2,998,153.05
		88,898,220.29			AA+	2.49	07/15/2021	2.45		88,987,817.77	534,727.20	90,027,097.06

Summary	Original Lot ID	Base Current Units	Description	Security Type	Rating	Coupon	Final Maturity	Book Yield	Settle Date	Base Original Cost	Base Accrued Balance	Base Market Value
		159,353,243.15			AA+	2.33	12/03/2020	2.34		159,423,257.33	912,642.36	160,585,807.26

ABS Code	ABS Company	Description	Type Code	Total	%	Allowed
AMXCA	American Express Credit	Treasury Obligations	US GOV	23,448,020	14.0%	100%
BACCT	Bank of America Credit Card Trust	Municipal Securities	MUNI	4,360,639	2.6%	20%
BMWLT	BMW Vehicle Lease Trust	Medium Term Corporate Notes	CORP	46,752,960	28.0%	30%
CCCT	Citibank Credit Card Issuance Trust	Federal Agency Bonds	AGCY BOND	62,658,006	37.5%	100%
CHAIT	Chase Bank Issuance Trust	Federal Agency Notes	AGCY DISC	2,440,640	1.5%	100%
COMET	Capital One Multi Asset Execution Trust	Asset Backed Securities	ABS	19,503,165	11.7%	15%
HAROT	Honda Auto Receivables	Money Market Funds	MMFUND	235,155	0.1%	20%
HDMOT	Harley-Davidson Motorcycle Trust	WF Investment Cash	Cash	28,675	0.0%	20%
MBALT	Mercedes-Benz Auto Lease	LAIF	LAIF	5,866,509	3.5%	15%
NALT	Nissan Auto Lease Trust	VC Pool	VC Pool	1,759,970	1.1%	15%
NAROT	Nissan Auto Receivables	Restricted Inv	Restricted Inv	9,040	0.0%	
SMAT	Smart Abs Series					
TAOT	Toyota Auto Receivables					
USAOT	USAA Auto Owner Trust					
VALET	Volkswagen Auto Loan					
VZOT	Verizon Owner Trust					
				<u>167,058,776</u>	100.0%	

RESOLUTION NO. 1979

A RESOLUTION OF THE BOARD OF DIRECTORS OF
CALLEGUAS MUNICIPAL WATER DISTRICT
APPROVING THE SPECIFICATIONS
AND CALLING FOR BIDS FOR A PUMP MAINTENANCE AGREEMENT

THE BOARD OF DIRECTORS OF CALLEGUAS MUNICIPAL WATER DISTRICT DOES HEREBY DETERMINE AND RESOLVES AS FOLLOWS:

SECTION 1. That Specifications to perform corrective maintenance and rehabilitation services on the District's distribution system and water treatment pump assemblies shall be and hereby are approved.

SECTION 2. That the Secretary of the Board of Directors shall certify to the adoption of this Resolution, and shall cause to be advertised by publishing the Notice Inviting Bids for the maintenance work referred to in Section 1 of this Resolution, in accordance with said specifications therefore, by one insertion in

VENTURA COUNTY STAR

a newspaper of general circulation within said District. 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 eighteenth day of September, 2019.

Thomas L. Slosson, 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 September 18, 2019.

ATTEST:

Andy Waters, Secretary
Board of Directors

(SEAL)

RESOLUTION NO. 1980

A RESOLUTION OF THE BOARD OF DIRECTORS OF
CALLEGUAS MUNICIPAL WATER DISTRICT
APPROVING THE NORTH PLEASANT VALLEY DESALTER PROJECT
2014 LOCAL RESOURCES PROGRAM AGREEMENT
AMONG THE METROPOLITAN WATER DISTRICT OF SOUTHERN
CALIFORNIA, CALLEGUAS MUNICIPAL WATER DISTRICT, AND
CITY OF CAMARILLO

THE BOARD OF DIRECTORS OF CALLEGUAS MUNICIPAL WATER DISTRICT
RESOLVES AS FOLLOWS:

SECTION 1. That the general terms and conditions of the Agreement concerning partial funding of the North Pleasant Valley Desalter Project through the 2014 Metropolitan Water District of Southern California Local Resource Program and dated June 21, 2019 are hereby approved.

SECTION 2. That the General Manager of the Calleguas Municipal Water District is hereby authorized to negotiate final terms and conditions and to execute the agreement.

ADOPTED, SIGNED AND APPROVED this eighteenth day of September, 2019.

Thomas L. Slosson, 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 September 18, 2019.

ATTEST:

Andy Waters, Secretary
Board of Directors

(SEAL)

AGREEMENT NO. XXXXXX
NORTH PLEASANT VALLEY DESALTER PROJECT
2014 LOCAL RESOURCES PROGRAM AGREEMENT
BETWEEN
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA,
CALLEGUAS MUNICIPAL WATER DISTRICT, AND
CITY OF CAMARILLO

Draft 6/21/2019

AGREEMENT NO. XXXXXX
 NORTH PLEASANT VALLEY DESALTER PROJECT
 2014 LOCAL RESOURCES PROGRAM AGREEMENT
 BETWEEN
 METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA,
 CALLEGUAS MUNICIPAL WATER DISTRICT, AND
 CITY OF CAMARILLO

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
RECITALS	3
Section 1: Definitions.....	4
Section 2: Representations and Warranties.....	5
Section 3: Ownership and Responsibilities.....	6
Section 4: Invoicing Process	7
Section 5: Reconciliation Process	8
Section 6: Record Keeping and Audit.....	9
Section 7: Term and Amendments.....	10
Section 8: Hold Harmless and Liability.....	11
Section 9: Notice.....	11
Section 10: Successors and Assigns.....	12
Section 11: Severability	12
Section 12: No Third Party Beneficiary.....	12
Section 13: Integration	12
Section 14: Governing Law	13
Section 15: Non-Waiver.....	13
Section 16: Joint Drafting	13
Section 17: Entire Agreement	13

Exhibits

- Exhibit A (Project Description)
- Exhibit B (Annualized Capital Component)
- Exhibit C (Operation and Maintenance Component)
- Exhibit D (Performance Provisions)
- Exhibit E (MWD Administrative Code Section 4401(c))

AGREEMENT NO. XXXXXX
NORTH PLEASANT VALLEY DESALTER PROJECT
2014 LOCAL RESOURCES PROGRAM AGREEMENT
BETWEEN
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA,
CALLEGUAS MUNICIPAL WATER DISTRICT, AND
CITY OF CAMARILLO

THIS AGREEMENT (Agreement) is made and entered into as of _____ by and among The Metropolitan Water District of Southern California (Metropolitan), Calleguas Municipal Water District (Calleguas), and City of Camarillo (Camarillo). Metropolitan, Calleguas, and Camarillo may be collectively referred to as “Parties” and individually as “Party”.

RECITALS

- A. Metropolitan’s Board of Directors, at its October 2014 meeting, established terms and conditions for the 2014 Local Resources Program (LRP) for local resource development projects within Metropolitan’s service area for the purposes of improving regional water supply reliability. The 2014 LRP Program provides three LRP incentive payment structure options to choose from: (1) sliding scale incentives up to \$340/AF over 25 years, (2) sliding scale incentives up to \$475/AF over 15 years, or (3) fixed incentive up to \$305/AF over 25 years. Under option 2, projects must continue to produce for 25 years, even when LRP payments are reduced to zero after 15 years. If an agency fails to comply with this provision, Metropolitan may, at its sole discretion, require reimbursement for a portion of the previous LRP payments toward the project.
- B. Camarillo has chosen option 1 for this Project (defined below) with the 25 years to commence from the first day of operation of the Desalter Project as described below.
- C. Metropolitan was incorporated under the Metropolitan Water District Act (Act) Statutes 1969, ch.209, as amended, [§§109.1 et seq. of the Appendix to the West’s California Water Code] to transport, store and distribute water in the counties of Los Angeles, Orange, Riverside, San Bernardino, and Ventura, within the State of California.
- D. The Act empowers Metropolitan to acquire water and water rights within or without the state; develop, store and transport water; provide, sell and deliver water at wholesale for municipal and domestic uses and purposes; set the rates for water; and acquire, construct, operate and maintain any and all works, facilities, improvements and property necessary or convenient to the exercise of the powers granted by the Act.
- E. Calleguas, as a member public agency of Metropolitan under the Act, is a wholesale purchaser within its service area of water developed, stored, and distributed by Metropolitan.
- F. Camarillo is a member agency of Calleguas and provides retail water services within its service area.

- G. Metropolitan’s mission is to provide its service area with adequate and reliable water to meet present and future needs in an environmentally and economically responsible way.
- H. Camarillo seeks to enhance its local water supplies and reduce reliance on imported water by increasing use of recovered groundwater in its service area.
- I. Camarillo is planning to construct a facility known as the “North Pleasant Valley Desalter Project” (Project) to deliver up to 3,800 acre-feet per year of recovered groundwater for potable purposes, and requires Metropolitan’s financial incentives to complete and operate the Project.
- J. Metropolitan, Calleguas, and Camarillo have determined that it is mutually beneficial for local water projects originating in the service area of Calleguas to be developed as a supplement to Metropolitan’s imported water supplies in order to meet future water needs.
- K. Metropolitan in accordance with the LRP desires to assist in increasing production and distribution of recovered groundwater by providing a financial incentive to Camarillo to implement the Project.
- L. Camarillo believes that Metropolitan’s financial contribution toward the cost of the Project will make Project operation economically viable, and is committed to implementation of the Project.
- M. Metropolitan’s LRP and the provisions for financial incentives are premised upon, and require verification of, actual costs for delivering recovered groundwater from the Project.
- N. The Parties believe the development of recovered groundwater by the Project will benefit the local community within Camarillo, Calleguas, and the region served by Metropolitan.

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth, the Parties do agree as follows:

Section 1: Definitions

The following words and terms, unless otherwise expressly defined in their context, shall be defined to mean:

- 1.1 “Allowable Yield” shall mean the amount of Recovered Groundwater delivered to End Users by Camarillo from the Project in a Fiscal Year that is eligible to receive Metropolitan’s financial assistance. Allowable Yield shall not exceed Ultimate Yield and shall exclude Recovered Groundwater that Metropolitan reasonably determines will not reduce Calleguas’ or Camarillo’s demand for Metropolitan’s imported water. Unless otherwise approved in writing by Metropolitan, Allowable Yield shall exclude: (1) Recovered Groundwater provided by existing projects, (2) Allowable Yield from other projects with active or terminated LRP or Local Projects Program agreements; (3) groundwater, surface water, or potable water deliveries to supplement the Recovered

Groundwater system; (4) Recovered Groundwater delivered to environmental and recreational impoundments; and (5) disposed recovered groundwater.

- 1.2 “End User” shall mean each user that purchases Allowable Yield furnished by this Project within Camarillo’s service area.
- 1.3 “Estimated LRP Contribution” shall mean the advanced financial contribution in dollars per acre-foot, not to exceed \$340 per acre-foot, Metropolitan pays for Allowable Yield to Camarillo for monthly billing purposes until the Final LRP Contribution is calculated pursuant to procedures in Section 5.
- 1.4 “Final LRP Contribution” shall mean the financial contribution, not to exceed \$340 per acre-foot, by Metropolitan to the Project for Allowable Yield. The Final LRP Contribution for the Project is equal to the Project Unit Cost minus Metropolitan’s prevailing full service treated water rate as defined in Exhibit E attached hereto and incorporated herein by this reference.
- 1.5 “Fiscal Year” shall mean a Metropolitan Fiscal Year which begins on July 1 and ends on June 30 of the following calendar year.
- 1.6 “Project” shall mean the North Pleasant Valley Desalter Project, as defined in Exhibit A attached hereto and incorporated herein by this reference, being developed by Camarillo to deliver the Ultimate Yield. Camarillo shall notify Metropolitan prior to making any changes to the Project that requires new environmental documentation other than an addendum to the existing environmental documentation. Metropolitan shall inform Camarillo of Metropolitan’s decision to include or exclude the Project change to this Agreement.
- 1.7 “Project Unit Cost” shall mean the actual cost to distribute an acre-foot of Recovered Groundwater by the Project and is comprised of an Annualized Capital Component and an Operation and Maintenance Component, as specified in Exhibits B and C attached hereto and incorporated herein by this reference.
- 1.8 “Recovered Groundwater” shall mean treated groundwater which, subject to regulatory requirements, is suitable for beneficial uses.
- 1.9 “Recovered Water” shall mean all types of water including Recovered Groundwater, groundwater, or other water delivered for beneficial use to any users by the Project in a Fiscal Year.
- 1.10 “Ultimate Yield” is 3,800 acre-feet per Fiscal Year and subject to reduction provisions outlined in Exhibit D, incorporated herein by this reference.

Section 2: Representations and Warranties

- 2.1 Camarillo warrants that it is able and has a right to sell Allowable Yield from the Project.

- 2.2 Camarillo warrants that neither it nor any of its agents discriminate against employees or against any applicant for employment because of ancestry, creed, religion, age, sex, color, national origin, denial of family and medical care leave, marital status, medical condition, mental or physical disability (including HIV and AIDS), and further warrants that it requires all contractors and consultants performing work on the Project to comply with all laws and regulations prohibiting discrimination against employees or against any applicant for employment because of ancestry, creed, religion, age, sex, color, national origin, denial of family and medical care leave, marital status, medical condition, mental or physical disability (including HIV and AIDS).
- 2.3 Camarillo warrants that it has or will comply with the provisions of the California Environmental Quality Act for each and all components of the Project facilities.
- 2.4 Camarillo represents and warrants that both 1) Camarillo and 2) to Camarillo's knowledge, its directors, officers, employees, subsidiaries and sub-consultants, are not engaged in any business transactions or other activities prohibited by any laws, regulations or executive orders relating to terrorism, trade embargoes or money laundering ("Anti-Terrorism Laws"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order"), the Patriot Act, and the regulations administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury, including those parties named on OFAC's Specially Designated Nationals and Blocked Persons List. Camarillo is in compliance with the regulations administered by OFAC and any other Anti-Terrorism Laws, including the Executive Order and the Patriot Act. In the event of any violation of this section, Metropolitan shall be entitled to immediately terminate this Agreement and take such other actions as are permitted or required to be taken under law or in equity.

Section 3: Ownership and Responsibilities

- 3.1 Camarillo shall be the sole owner of Project facilities. Metropolitan and Calleguas shall have no ownership right, title, security interest or other interest in the Project facilities.
- 3.2 Camarillo shall be solely responsible for all design, environmental compliance, right-of-way acquisitions, permits, construction, and cost of the Project and all modifications thereof.
- 3.3 Camarillo shall be solely responsible for operating and maintaining the Project, in accordance with all applicable local, state, and federal laws. Metropolitan shall have no rights, duties or responsibilities for operation and maintenance of Project facilities.
- 3.4 Camarillo shall install, operate, and maintain metering devices for the purpose of measuring the quantity of Recovered Water and Allowable Yield delivered to each End User.
- 3.5 Camarillo shall also provide electrical metering devices to accurately measure the energy used for the Project to determine incurred operation and maintenance costs. Metropolitan shall not pay for electrical energy costs if Camarillo fails to install electrical metering devices.

- 3.6 Camarillo shall at all times during the term of this Agreement, use its best efforts to operate the Project facilities to maximize Allowable Yield on a sustained basis.
- 3.7 Camarillo shall assist Metropolitan in its effort to forecast future Project production and cost.
- 3.8 Camarillo shall notify and provide Metropolitan with a copy of relevant agreements and payments if Camarillo decides to convey water using Project facilities to any party that is not an End User.
- 3.9 Camarillo shall notify and provide Metropolitan of any grants received for the Project as defined in Exhibit A attached hereto and incorporated herein by this reference.

Section 4: Invoicing Process

- 4.1 Camarillo shall notify Metropolitan in writing not less than 30 days prior to the start of Project operation. Before the first invoice, Calleguas, Camarillo, and Metropolitan shall meet to coordinate the agreement administration requirements and to determine the Estimated LRP Contribution based on historical cost data and expected Project activities. After the first year of operation, the Estimated LRP Contribution will be determined during the annual reconciliation process pursuant to Section 5.
- 4.2 After the start of Project operation, Camarillo shall deliver to Calleguas (for delivery to Metropolitan as provided herein) a monthly invoice for the Estimated LRP Contribution based upon Allowable Yield delivered during the previous month. Camarillo acknowledges and agrees that in order to meet Metropolitan's deadlines set forth in Section 4.4 below, Camarillo must deliver each invoice to Calleguas no later than 3:30 PM on the third business day prior to the applicable deadline.
- 4.3 Calleguas shall forward to Metropolitan each invoice received from Camarillo for the Estimated LRP Contribution. Each invoice timely received by Calleguas from Camarillo as provided in Section 4.2, above, shall be forwarded to Metropolitan by the deadline set forth in Section 4.4, below.
- 4.4 Pursuant to Metropolitan's Administrative Code, invoices for Estimated LRP Contribution must be received by Metropolitan before 3:30 p.m. on the third working day after the end of the month to receive credit for any preceding month on the next monthly water service invoices issued to Calleguas. Metropolitan will not pay for any invoiced Estimated LRP Contribution received more than six months following the end of any month in which a credit is claimed, and the Recovered Groundwater claimed in any such late invoice shall not be included in the Allowable Yield.
- 4.5 After review and approval of a Camarillo invoice, Metropolitan shall place on the next monthly billing to Calleguas a credit for the Estimated LRP Contribution.
- 4.6 Calleguas shall pay Camarillo for the Estimated LRP Contribution for a given month by means of a credit on the Calleguas monthly service billing to Camarillo in the month following receipt of a corresponding credit on a Metropolitan invoice in accordance with

Metropolitan's Administrative Code.

- 4.7 Camarillo acknowledges and agrees that Calleguas shall not be responsible or liable to Camarillo in any manner whatsoever for any decision or action taken by Metropolitan in connection with this Agreement including without limitation any suspension, delay, reduction or denial of an Estimated LRP Contribution or Final LRP Contribution.
- 4.8 Metropolitan, Calleguas, and Camarillo have entered into agreements for development of local water resources projects in addition to this Agreement. Each agreement contains specific terms and conditions to determine project yield, payment process, and project performance and any adjustments to contractual yield and incentive payments. Unless approved in writing by Metropolitan, these agreements are independent from each other and, therefore, the yield produced under one agreement shall not be used to fulfill the performance requirements under other agreements. These provisions shall also apply to all future incentive agreements between Metropolitan, Calleguas, and Camarillo.

Section 5: Reconciliation Process

- 5.1 After the start of Project operation and by December 31 of each year, Camarillo shall provide Metropolitan with the following reconciliation data for the previous Fiscal Year: (a) records of Recovered Water and Allowable Yield; (b) supporting documentation of the actual cost of the Project required to perform the calculations prescribed in Exhibits B and C; (c) records of water deliveries to end users; (d) terms and schedule of payments of the Project's financing instruments; (e) a description of any changes to the Project's financing instruments; and (f) all contributions pursuant to Section 5.4.
- 5.2 If reconciliation data is not submitted by December 31 in accordance with Section 5.1, Metropolitan will assess a late penalty charge to Camarillo as prescribed in Metropolitan's Administration Code, currently set at \$2,500 in Section 4507. Metropolitan may suspend its payment of Estimated LRP Contribution if Camarillo fails to provide reconciliation data by the ensuing April 1. During the suspension period, Camarillo shall continue to invoice Metropolitan for the Estimated LRP Contribution based upon the Allowable Yield for water accounting purposes. Metropolitan will resume payment of the monthly Estimated LRP Contribution once complete data is received and the corresponding reconciliation is complete pursuant to Section 5.3. In the event Camarillo fails to provide reconciliation data by December 31 of the following Fiscal Year, which is 18 months after the end of the Fiscal Year for which a reconciliation is required, this Agreement shall automatically terminate without notice or action by any Party and Camarillo shall repay Metropolitan all Estimated LRP Contributions for which no reconciliation data was provided within 90 days of termination.
- 5.3 Within 180 days after Metropolitan receives complete data from Camarillo, pursuant to Section 5.1, Metropolitan shall calculate the Final LRP Contribution for the Fiscal Year. The Final LRP Contribution shall then apply retroactively to all Allowable Yield for the applicable Fiscal Year. An adjustment shall be computed by Metropolitan for over- or under-payment for the Allowable Yield and included on the next monthly water service

invoice issued to Calleguas. As part of this reconciliation, Metropolitan shall also consult with Camarillo to determine the Estimated LRP Contribution for the following year based on historic cost data and expected Project activities.

- 5.4 The Parties agree that all contributions other than LRP incentives under this Agreement and contributions by Calleguas, including but not limited to grants provided by the U.S. Bureau of Reclamation and funding by private parties received prior to and during the term of this Agreement that offset eligible Project costs, shall be deducted from all respective cost components. During the reconciliation process, following receipt of such contributions, the Parties shall determine the equitable apportionment of such contributions for capital and/or operational purposes.

Section 6: Record Keeping and Audit

- 6.1 Camarillo shall establish and maintain accounting records of all costs incurred for the construction, operation and maintenance, and replacement parts of the Project as described in Exhibits B and C. Accounting for the Project shall utilize generally accepted accounting practices and be consistent with the terms of this Agreement. Camarillo's Project accounting records must clearly distinguish all costs for the Project from Camarillo's other water production, treatment, and distribution costs. Camarillo's records shall also be adequate to determine Allowable Yield and Recovered Water to accomplish all cost calculations contemplated in this Agreement.
- 6.2 Camarillo shall establish and maintain accounting records of all contributions including grants that offset eligible Project capital costs, operation and maintenance costs, and/or replacement costs, as outlined in Section 5.4.
- 6.3 Camarillo shall collect Recovered Water and Allowable Yield data for each Fiscal Year of Project operation and retain records of that data based on the metering requirements in Section 3.4. In addition, Camarillo shall collect and retain records of the total annual amount of water conveyed outside of Camarillo's service area using Project facilities.
- 6.4 Metropolitan shall have the right to audit Project costs and other data relevant to the terms of this Agreement both during the Agreement term and for a period of three years following the termination of this Agreement. Metropolitan may elect to have such audits conducted by its staff or by others, including independent accountants, designated by Metropolitan. Camarillo shall make available for inspection to Metropolitan or its designee, upon 30 days advance notice, all records, books and other documents, including all billings and costs incurred by contractors, relating to the construction, operation and maintenance of the Project; any grants and contributions, as described in Exhibits B and C, and capital cost financing. Upon 30 days advance notice and at Metropolitan's request, Camarillo shall also allow Metropolitan's staff or its designee to accompany Camarillo staff in inspecting Camarillo's contractors' records and books for the purpose of conducting audits of Project costs.
- 6.5 In lieu of conducting its own audit(s), Metropolitan shall have the right to direct Camarillo to have an independent audit conducted of all Project costs incurred in any

Fiscal Year(s) pursuant to this Agreement. Camarillo shall then have an audit performed for said Fiscal Year(s) by an independent certified public accounting firm and provide Metropolitan copies of the audit report within six months after the date of the audit request. The cost of any independent audit performed under this Agreement shall be paid by Camarillo and is an allowable Project operation and maintenance cost pursuant to Exhibit C.

- 6.6 Camarillo shall retain an independent auditor satisfactory to Metropolitan to conduct an initial audit of the Project costs and accounting record keeping practices and submit the results to Metropolitan with the first reconciliation data as outlined in Section 5.
- 6.7 Camarillo shall keep all Project records for at least ten consecutive years prior to each cost audit per Section 6. Camarillo shall maintain audited records for three years after the audit. Camarillo shall keep unaudited Project records for at least three years following the termination of this Agreement.
- 6.8 If an audit of Camarillo's reported Project costs cannot be provided, then those costs are not eligible under this Agreement. Based on the results of any project cost audit, an adjustment for over- or under-payment of Allowable Yield for each applicable Fiscal Year shall be completed by Metropolitan and included in Metropolitan's next invoice issued to Calleguas.

Section 7: Term and Amendments

- 7.1 The Agreement shall commence on the first date herein written and shall terminate 25 years after the date Camarillo notifies Metropolitan that the Project has begun operation, subject to provisions outlined in Exhibit D. The provisions regarding reconciliation and audit shall remain in effect until three years after Agreement termination.
- 7.2 This Agreement may be amended at any time by the written mutual agreement executed by each of the Parties.
- 7.3 In addition to the termination provisions provided for in Section 5.2, and Exhibit D, Metropolitan may terminate this Agreement, upon thirty (30) day notice to Camarillo on the occurrence of one the following:
 - a. A material breach of this Agreement by any party other than Metropolitan; or
 - b. Metropolitan is not required to make payments to Camarillo pursuant to the terms of this Agreement for a five-consecutive year period subsequent to Project operation.
- 7.4 Each Party represents that it is represented by legal counsel, that it has reviewed this Agreement and agrees that:
 - a. This Agreement is legally enforceable;
 - b. Payments made by Metropolitan to Camarillo through Calleguas pursuant to this

Agreement are a legal use of Metropolitan's funds; and

- c. Metropolitan may legally recover the costs incurred by Metropolitan pursuant to this Agreement in the water rates charged to its Member Agencies, including Calleguas.

Section 8: Hold Harmless and Liability

8.1 Except for the sole negligence or willful misconduct of Metropolitan or Calleguas, as the case may be, Camarillo agrees at its sole cost and expense to protect, indemnify, defend, and hold harmless Metropolitan and Calleguas, and their respective Board of Directors, officers, representatives, agents and employees from and against any and all claims and liability of any kind (including, but not limited to, any claims or liability for injury or death to any person, damage to property, natural resources or the environment, or water quality problems) that arise out of or relate to Camarillo's approval, construction, operation, repair or ownership of the Project, including any use, sale, exchange or distribution of Project water. Such indemnity shall include all damages and losses related to any claim made, whether or not a court action is filed, and shall include attorney fees, administrative and overhead costs, engineering and consulting fees and all other costs related to or arising out of such claim of liability, but shall exclude damages and losses that arise from the sole negligence or willful misconduct of Metropolitan.

8.2 Camarillo shall include the following language in any agreement with any consultant or contractor retained to work on the Project:

“Except for the sole negligence or willful misconduct of Metropolitan, or Calleguas, as the case may be, (Consultant) agrees at its sole cost and expense to protect, indemnify, defend, and hold harmless Metropolitan and Calleguas, and their respective Board of Directors, officers, representatives, agents and employees from and against any and all claims and liability of any kind (including, but not limited to, any claims or liability for injury or death to any person, damage to property, natural resources or the environment, or water quality problems) that arise out of or relate to Camarillo's approval, construction, operation, repair or ownership of the Project. Such indemnity shall include all damages and losses related to any claim made, whether or not a court action is filed, and shall include attorney fees, administrative and overhead costs, engineering and consulting fees and all other costs related to or arising out of such claim of liability, but shall exclude damages and losses that arise from the sole negligence or willful misconduct of Metropolitan.”

Section 9: Notice

Any notice, payment or instrument required or permitted to be given hereunder shall be deemed received upon personal delivery or 24 hours after deposit in any United States post office, first class postage prepaid and addressed to the Party for whom intended, as follows:

If to Metropolitan:

The Metropolitan Water District of Southern California
Post Office Box 54153
Los Angeles, California 90054-0153
Attention: Manager, Water Resource Management

If to Calleguas:

Calleguas Municipal Water District
2100 Olsen Road
Thousand Oaks, CA 91360
Attention: General Manager

If to Camarillo:

City of Camarillo
601 Carmen Drive
Camarillo, CA 93010
Attention: Director of Public Works

Any Party may change such address by notice given to each of the other Parties as provided in this section.

Section 10: Successors and Assigns

The benefits and obligations of this Agreement are specific to the Parties and are not assignable without the express written consent of Metropolitan. Any attempt to assign or delegate this Agreement or any of the obligations or benefits of this Agreement without the express written consent of Metropolitan shall be void and of no force or effect.

Section 11: Severability

The partial or total invalidity of one or more sections of this Agreement shall not affect the validity of this Agreement.

Section 12: No Third Party Beneficiary

This Agreement does not create, and shall not be construed to create any rights enforceable by any person, partnership, corporation, joint venture, limited liability company, or any other form of organization or association of any kind that is not a party to this Agreement.

Section 13: Integration

This Agreement comprises the entire integrated understanding between the Parties concerning the Project, and supersedes all prior negotiations, representations, or agreements.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first hereinabove written.

APPROVED AS TO FORM:

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

Marcia L. Scully
General Counsel

Jeffrey Kightlinger
General Manager

By: _____
Deputy General Counsel

By: _____
Deven N. Upadhyay
Assistant General Manager and Chief
Operating Officer

Date: _____

APPROVED AS TO FORM:

CALLEGUAS MUNICIPAL WATER
DISTRICT

By: _____
Robert M. Cohen
Legal Counsel

By: _____
Anthony Goff
General Manager

Date: _____

APPROVED AS TO FORM:

CITY OF CAMARILLO

By: _____
Brian A. Pierik, City Attorney

By: _____
David J. Norman,
City Manager

Date: _____

EXHIBIT A

NORTH PLEASANT VALLEY DESALTER PROJECT

Project Description

Overview

The proposed North Pleasant Valley Desalter Project (Project) will be designed, constructed, owned and operated by the City of Camarillo (Camarillo) for the purpose of improving reliability, and augmenting existing potable water supplies. The project will treat contaminated groundwater to provide up to 3,800 AFY of for potable use solely for existing customers within Camarillo's service area.

Project Facilities

Project construction consists of rehabilitation of existing wells, installing new monitoring wells, a 4.5 million gallons per day reverse osmosis groundwater treatment plant, new pipelines to connect the treatment plant to Camarillo's existing wells and potable water distribution system, and pipeline to discharge the brine to Calleguas Municipal Water District's Salinity Management Pipeline (SMP).

Source Water & Wells

Poor quality source water unsuitable for potable water service comes from the North Pleasant Valley Basin which the northern extension of the main Pleasant Valley Basin. The aquifer is not adjudicated, and the project falls within the boundaries of the Pleasant Valley Basin and Fox Canyon Groundwater Management Agency's Authority. The Project will utilize two existing wells that were previously used to provide potable water to Camarillo. Camarillo may construct another well at the proposed groundwater treatment site. Historically the city blended groundwater from city wells and with imported purchased from Calleguas. In later years, salt concentrations have increased so high that the city has dramatically cut back pumping from these wells. Currently the city delivers a blend of water consisting of 40% local groundwater and 60% imported water.

Treatment Facilities

The proposed North Pleasant Valley Water Treatment Plant will include iron and manganese removal and pre-filtration, followed by reverse osmosis treatment. The finished water will be distributed into Camarillo's existing potable water distribution system.

Concentrated Waste Disposal

A by-product of the reverse osmosis treatment process is highly concentrate brine. The brine will be discharged into SMP which discharges to an ocean outfall.

Point of Connection

Project facilities terminate at the point of connection to:

1. Existing potable distribution system
2. Existing wells
3. SMP

4. Storm drain and sewer system

Need a map

EXHIBIT B

ANNUALIZED CAPITAL COMPONENT

1. The Annualized Capital Component shall be computed using only costs incurred by Camarillo for the Project. The Annualized Capital Component shall be computed using costs for the following:
 - a. Design (including preliminary design) and construction management services.
 - b. Construction of Project facilities, more particularly described in Exhibit A.
 - c. Agency administration of the Project design, construction, and start-up, not to exceed three (3) percent of construction costs unless otherwise approved in writing by Metropolitan.
 - d. Permits, including required data collection.
 - e. Land, right-of-way and easements for the Project described in Exhibit A.
 - f. Environmental documentation and mitigation measures directly related to the implementation or operation of the project and required to comply with applicable environmental permits and laws, including but not limited to the California Environmental Quality Act, National Environmental Policy Act, and the California and Federal Endangered Species Acts. Environmental documentation costs shall commence with the Notice of Preparation (NOP) and conclude with the filing of the Notice of Determination. Environmental documentation costs incurred prior to the NOP that are directly related to the environmental clearance of the Project may also be eligible, subject to review and approval by Metropolitan.
 - g. All contributions as outlined in Section 5.4 of this Agreement shall be treated as negative capital cost values for the purpose of computing the Annualized Capital Component.
2. Cost of the following items shall not be used to calculate the Annualized Capital Component:
 - a. Storm drains, sewer collection systems, and treatment and distribution facilities beyond the Project's points of connection
 - b. Existing facilities, land, right-of-way, and easements
 - c. Feasibility studies, pilot plants, and demonstration plants
 - d. Deposit of any reserve funds required as a condition of financing

- e. Payments made to another department or element of Camarillo, unless otherwise approved in writing by Metropolitan
 - f. Public outreach, education, and water marketing activities including but not limited to preparing brochures and handout materials, training, meetings, and workshops
 - g. All others costs not specified in Section 1 of this Exhibit, unless otherwise approved in writing by Metropolitan
3. Annualized Capital Cost (ACCost) in dollars per year shall be computed using the following procedure:

- a. For fixed-interest rate financing:

$$ACCost = CRF_1 \times P_1 + CRF_2 \times P_2 + \dots + CRF_j \times P_j$$

Where:

P_j is each portion of incurred capital cost for Project with a distinct financing arrangement.

CRF_j is the capital recovery factor for each distinct financing arrangement, as follows:

$$CRF_j = [i \times (1+i)^n] / [(1+i)^n - 1]$$

where:

i is the interest rate (%).

n is the term of financing (in years) commencing in the first Fiscal Year of Project operation. For all capital financing, cash expenditures, and grants and contributions received after the Project begins operation, annual payments shall be calculated, using above process, beginning in the Fiscal Year the costs occur.

j is the number of each separate financing element.

In the first Fiscal Year and Fiscal Year $n+1$ of production of Allowable Yield, each amortization for the calculation of ACCost shall be prorated by the number of days needed to achieve exactly n years of amortization following the first day of production of Allowable Yield.

- b. For variable-interest rate financing, annual payments shall be computed based on the actual payments made in the applicable Fiscal Year according to Camarillo's financing documents. Any principal payments toward the Project capital cost

before the Project operation will be treated as cash. Camarillo shall provide Metropolitan with the accumulated paid principal pursuant to Section 5.1.

- c. For fixed-interest rate financing with a non-uniform annual payment schedule, an economically-equivalent uniform annual payment schedule shall be calculated based on an “Internal Rate of Return” analysis to establish the annualized capital cost.
- d. Project capital costs not covered by a financing arrangement described above and all grants and contributions as defined in Section 5.3 shall be amortized over 25 years at an interest rate equal to the lesser of:
 - a) Metropolitan’s most recent weighted cost of long-term debt on June 30 in the year the capital expenditure occurred; or
 - b) The Fiscal Year average of the 25-bond Revenue Bond Index (RBI) as published in the Bond Buyer, or such other index that may replace the RBI, over the most recent Fiscal Year prior to the date the replacement cost was incurred.

All grants or contributions shall be amortized as negative capital cost values beginning in the year that money was received.

- e. After the first Fiscal Year of operation, only refinancing changes which lower the Annualized Capital Component shall be included in the Annualized Capital Component calculation of each subsequent Fiscal Year.
 - f. If the Project capital cost is part of a broad financing arrangement, annual payments shall be calculated by prorating the annual payments of the broad financing using the ratio of the Project capital cost to the initial principal of the broad financing arrangement.
4. The Annualized Capital Component (ACCom) in dollars per acre-foot for purposes of determining the Project Unit Cost each Fiscal Year shall be calculated using the following formula:

$$ACCom = ACCost / Recovered\ Water$$

EXHIBIT C

OPERATION AND MAINTENANCE COMPONENT

1. The Operation and Maintenance Component shall be computed using only costs incurred by Camarillo for the Project during the applicable Fiscal Year. The Operation and Maintenance Component shall be computed using only the following incurred costs:

- a. Professional consulting services for Project operation, maintenance and audit, excluding daily Project operation.
- b. Camarillo paid salaries only for plant operators and distribution system maintenance staff directly related to the operation and production of Allowable Yield will be eligible up to the following amount:

$$(\$TBD) \times (CPI / 266.007)$$

Where, CPI is the All Urban Consumers Consumer Price Index published by the U.S. Bureau of Labor Statistics in July for Los Angeles, Riverside and Orange County, CA for July in the applicable Fiscal Year and 266.007 is the CPI published for July 2018.

- c. Chemicals and supplies for Project operation and maintenance.
 - d. Net electrical energy (recovered energy shall be deducted from energy purchased) for Project operations. Metropolitan shall not pay for electrical energy cost if Camarillo fails to install electrical metering devices.
 - e. Contractor services and supplies for Project facilities, operation, maintenance and repair to maintain reliable system operation and achieve regulatory compliance.
 - f. Monitoring required by permits, including water quality sampling and analysis of Recovered Groundwater produced by the Project.
 - g. All contributions as outlined in Section 5.4 of this Agreement shall be treated as negative operation and maintenance cost values for the purpose of computing the Operation and Maintenance Component.
 - h. Replacement costs of Project parts.
 - i. Payments to Calleguas for using SMP.
2. Costs of the following items shall not be used to calculate the Operation and Maintenance Component:
- a. Operation and maintenance of any facilities beyond the Project's points of connection.

- b. Payments made to another department or element of Camarillo, unless otherwise approved in writing by Metropolitan.
 - c. Public outreach, education, and water marketing activities including but not limited to preparing brochures and handout materials, training, meetings, and workshops.
 - d. Fines, penalties, settlements, or judgments due to Project operation.
 - e. All others costs not specified in Section 1 of this Exhibit, unless otherwise approved in writing by Metropolitan.
3. The Annualized Operation and Maintenance Component (O&MC) in dollars per acre-foot for purposes of determining the actual Project Unit Cost each Fiscal Year shall be calculated using the following formula:

$$\text{O\&MC} = (\text{Actual Annual Cost of O\&M}) / (\text{Recovered Water})$$

EXHIBIT D

PERFORMANCE PROVISIONS

1. The following performance provisions apply:
- a. Metropolitan will terminate this Agreement if construction has not commenced within two years after Agreement execution. As opposed to Provision 1b below, there is no established appeal process for this outcome.
 - b. Metropolitan will terminate this Agreement if Allowable Yield is not delivered within four years after Agreement execution. The Project sponsor(s) may appeal this decision to Metropolitan’s Board of Directors.
 - c. If the Allowable Yield during Fiscal Years 2022-2023 through 2025-2026 does not reach the target yield of 50% of the Ultimate Yield, then Metropolitan will reduce the Ultimate Yield by the target shortfall using the highest Allowable Yield produced in that four year period. For example, the Ultimate Yield of a project with the following performance will be revised from 3,800 AFY to 3,300 AFY for Scenario 1 while there would be no adjustment under Scenario 2:

Project Ultimate Yield = 3,800 AFY

	Scenario 1	Scenario 2
Fiscal Year	Allowable Yield (AFY)	Allowable Yield (AFY)
2022-2023	500	1,000
2023-2024	1000	1,800
2024-2025	1,400	2,000
2025-2026	1,260	2,500

50% of the Ultimate Yield = $0.50 \times 3,800 = 1,900$ AFY

Scenario 1: Shortfall = $1,900 - 1,400 = 500$ AFY
Revised Ultimate Yield = $3,800 - 500$ AFY = 3,300 AFY

Scenario 2: Since, the Allowable Yield in the Fiscal Year 2024-2025 is greater than 1,900 AFY, no adjustment is required. Ultimate Yield remains at 3,800 AFY.

- d. If the Allowable Yield during Fiscal Years 2026-2027 through 2029-2030 does not reach the target yield of 75 percent of the Ultimate Yield (or the Revised Ultimate Yield), then Metropolitan will reduce the Ultimate Yield (or the Revised Ultimate Yield) by the target shortfall using the highest Allowable Yield produced in that period. For Example, the Ultimate Yield of the project in this example with the following performance will be reduced to 3,000 AFY for Scenario 1 and while there would be no adjustment under Scenario 2:

	Scenario 1	Scenario 2
Fiscal Year	Allowable Yield (AFY)	Allowable Yield (AFY)
2026-2027	1,500	2,600
2027-2028	1,900	3,000
2028-2029	2,000	3,800
2029-2030	2,175	3,800

Scenario 1: Revised Ultimate Yield = 3,300 AFY (see above calculations in 1c)
75% of Ultimate Yield = $0.75 \times 3,300 = 2,475$ AFY
Shortfall = $2,475 - 2,175 = 300$ AFY
Revised Ultimate Yield = $3,300 - 300 = 3,000$ AFY

Scenario 2: Ultimate Yield = 3,800 AFY
75% of ultimate Yield = $0.75 \times 3,800 = 2,850$ AFY
Since, the Allowable Yield in the Fiscal Year 2027-2028 is greater than 2,850 AFY, no adjustment is required.

- e. If the Allowable Yield during Fiscal Years 2030-2031 through 2033-2034 (and every four-year period thereafter) does not reach the target yield of 75 percent of the Ultimate Yield (or revised Ultimate Yield), then Metropolitan will reduce the Ultimate Yield (or the Revised Ultimate Yield) by the target shortfall using the highest Allowable Yield produced in that period. The adjustment will be made using the same methodology shown in the above examples.

EXHIBIT E

MWD Administrative Code Section 4401 (c)

§ 4401. Rates

(c) For purposes of agreements existing under the Local Resource Program, Local Project Program, Groundwater Recovery Program and other similar programs, references to the “full service water rate,” “full service treated water rate,” “treated non-interruptible water rate” or “other prevailing rate” or to the “reclaimed water rate” or “recycled service rate” shall be deemed to refer to the sum of the System Access Rate, Water Stewardship Rate, System Power Rate, the expected weighted average of Tier1 Supply Rate and Tier 2 Supply Rate (equal to the estimated sales revenues expected from the sale of water at the Tier 1 and Tier 2 Supply Rates divided by the total District sales in acre-feet expected to be made at the Tier 1 and Tier 2 Supply Rates), a Capacity Charge expressed on a dollar per acre-foot basis and Treatment Surcharge.

(The text in this exhibit cannot be modified. It is a quote taken from MWD’s Admin Code)

RESOLUTION NO. 1981

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CALLEGUAS MUNICIPAL WATER DISTRICT CERTIFYING
THE FINAL ENVIRONMENTAL IMPACT REPORT,
MAKING REQUIRED FINDINGS, AND ADOPTING
A MITIGATION MONITORING AND REPORTING PROGRAM
FOR THE CALLEGUAS MUNICIPAL WATER DISTRICT / LAS VIRGENES MUNICIPAL
WATER DISTRICT INTERCONNECTION PROJECT

WHEREAS, the Calleguas Municipal Water District (CMWD) is the Lead Agency for the above referenced project (Project) pursuant to the provisions of the California Environmental Quality Act (CEQA) and is responsible for complying with CEQA; and

WHEREAS, following completion of an Initial Study for the Project, a Notice of Preparation (NOP) of a Draft Environmental Impact Report (DEIR) was issued on November 5, 2018 and comments were received from potentially affected parties; and

WHEREAS, a DEIR and Mitigation Monitoring and Reporting Program (MMRP) was prepared for the Project, and a Notice of Completion filed with the State Office of Planning and Research and circulated for public comment during a 45-day review period that closed on August 16, 2019; and

WHEREAS, a Public Notice of Availability of the DEIR was prepared and filed with the Ventura County Clerk and duly published in the Ventura County Star, The Acorn, and the Thousand Oaks Acorn in accordance with law; and

WHEREAS, a public hearing regarding the DEIR was held by the CMWD, pursuant to notices of public hearing, on August 7, 2019 for the receipt of additional public comment; and

WHEREAS, a Final Environmental Impact Report (FEIR) for the Project, was prepared responding to the written and oral comments received during the public review period and presented to the CMWD's Board of Directors (Board) in advance of its September 18, 2019 meeting; and

WHEREAS, the Board reviewed and considered the information contained within said FEIR; and

WHEREAS, the Board received and considered the MMRP included as Appendix C of the FEIR providing for the implementation of mitigation measures identified in FEIR designed to avoid or reduce potentially significant impacts to the environment; and

WHEREAS, documents which constitute the record of proceedings upon which the following decisions are based are maintained by the CMWD at its Administrative Office located at 2100 Olsen Road, Thousand Oaks, California.

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

A. CERTIFICATION - The FEIR has been completed in compliance with CEQA (Public Resources Code Section 21000 et seq.), the CEQA Guidelines, and procedures of the CMWD; the FEIR was presented to the Board, and the Board has reviewed and considered the FEIR prior to its decision to approve the Project; and the FEIR reflects the independent judgment of the CMWD.

B. FINDINGS - The FEIR analyzes the 16 areas of air quality and greenhouse gas emissions, water resources, biological resources, noise and vibration, cultural resources, hazards and hazardous materials, aesthetics, agricultural and forestry resources, geology and soils, paleontological resources, land use and planning, mineral resources, population and housing, recreation, and transportation and traffic and energy. The FEIR identifies potentially significant environmental effects related to air quality, biological resources, noise, and cultural resources from the implementation of the Project and mitigation measures to avoid or lessen associated impacts to a less than significant level. With respect to the potential impacts and mitigation the Board finds as follows:

1. Air Quality

- i. Construction activities associated with implementation of the proposed project would result in air pollutant emissions that may affect regional or local air quality – significant, but mitigable. During construction of the Project, the CMWD will implement a variety of measures to minimize construction-related impacts including the following:
 - a. Applicable construction mitigation measures listed in Section 7.4 of the Ventura County Air Pollution Control District Air Quality Assessment Guidelines and applicable Best Available Control Measures listed in Southern California Air Quality Management District Rule 403 would be implemented.

The stated mitigation measures are determined to be feasible and will reduce the potential impacts from the Project to a less than significant level.

2. Biological Resources

- i. Construction of the Pump Station and Pressure Regulating Station would occur adjacent to aquatic habitat in Lindero Creek that may support western pond turtle and two-striped garter snake – significant, but mitigable. During construction of the Project, the CMWD will implement a variety of measures to minimize construction-related impacts including the following:
 - a. *Aquatic Reptile Surveys and Exclusion Measures.* Focused surveys for western pond turtle and two-striped garter snake shall be conducted in Lindero Creek adjacent to the Pump Station and Pressure Regulating Station site no more than seven days prior to any earthwork or vegetation removal. If any of these species are detected, exclusion fencing (Ertec special-status species fencing, or equivalent) shall be installed along the eastern boundary of the temporary construction easement area near Lindero Creek.
- ii. Pipeline installation and other project-related construction activities may disrupt breeding of migratory birds – significant, but mitigable. During construction of the Project, the CMWD will implement a variety of measures to minimize construction-related impacts including the following:
 - a. *Breeding Migratory Bird Avoidance Measures.* Vegetation removal and pipeline installation and related construction activity adjacent to tree windrows or native vegetation shall avoid the migratory bird and raptor breeding season (February 15 to August 15).
 1. If construction in these areas cannot be avoided during this period, a nest survey within the area of impact and a 200 foot buffer for passerines and any available raptor nesting areas within 500 feet shall be conducted by a qualified biologist no earlier than 14 days and no later than 5 days prior to any native habitat removal or ground disturbance to determine if any nests are present.
 2. If an active nest is discovered during the survey, a buffer of 200 feet for migratory birds or 500 feet for raptors (or as determined by the biologist based on a field assessment) shall be established around the nest. The buffer area may be reduced if nest

monitoring by a qualified biologist indicates construction activities are not adversely affecting nesting success. No construction activity shall occur within the buffer area until a biologist determines that the nest is abandoned, or fledglings are adequately independent from the adults.

The stated mitigation measures are determined to be feasible and will reduce the potential impacts from the Project to a less than significant level.

3. Noise

- i. Noise generated by project construction activities may adversely affect noise-sensitive receptors – significant, but mitigable. During construction of the Project, the CMWD will comply with applicable municipal codes restricting nighttime construction work:
 - a. Obtain a permit for nighttime (after 7 p.m.) pipeline tie-in work to the Lindero Feeder No. 2 from the City of Thousand Oaks Public Works Director in accordance with Section 8-11.01 of the City’s Municipal Code.
 - b. Obtain written permission from the Westlake Village City Manager for nighttime (after 7 p.m.) pipeline tie-in work to the LVMWD potable water system in accordance with Section 4.4.050(D) of the City’s Municipal Code.

The stated mitigation measures are determined to be feasible and will reduce the potential impacts from the Project to a less than significant level.

4. Cultural Resources

- i. Project-related excavation has the potential to adversely affect unreported archeological resources – significant, but mitigable. The CMWD will implement the following mitigation measures which are consistent with the guidelines of the State Office of Historic Preservation and shall be implemented during project construction:
 - a. A worker cultural resources sensitivity program shall be implemented for all project components. Prior to any ground-disturbing activity, a qualified archeologist shall

provide an initial sensitivity training session to all affected CMWD and LVMWD staff, contractors, subcontractors, and other workers prior to their involvement in any ground-disturbing activities, with subsequent training sessions to accommodate new personnel becoming involved in the project. The sensitivity program shall address:

1. The cultural sensitivity of the affected site and how to identify these types of resources;
 2. Specific procedures to be followed in the event of an inadvertent discovery;
 3. Safety procedures when working with monitors; and,
 4. Consequences in the event of non-compliance.
- b. An Extended Phase I Survey was completed by Padre Associates' archaeologists during the Draft EIR public review period. The survey included three 50-centimeter diameter shovel test probes excavated in 20-centimeter increments to a minimum depth of one meter. In addition, an auger was used to excavate in 20-centimeter increments to a total depth of 1.6 to 3.8 meters. All material removed from the excavations was dry screened in the field using a 1/8 inch diameter mesh to identify any cultural materials. No cultural materials were found, and no further investigation or monitoring during project construction was recommended.
1. If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. CMWD and LVMWD shall be immediately notified of any human remains found. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission (NAHC).

The stated mitigation measures are determined to be feasible and will reduce the potential impacts from the Project to a less than significant level.

D. ADOPTION OF MITIGATION MONITORING AND REPORTING PROGRAM - The MMRP, having been reviewed, is found to provide mitigation measures which are feasible and will reduce the Project's potentially significant impacts to the environment, and is hereby approved.

ADOPTED, SIGNED AND APPROVED this eighteenth day of September, 2019.

Thomas L. Slosson, 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 September 18, 2019.

ATTEST:

Andy Waters, Secretary
Board of Directors



LEGEND:

- County Boundary
- Pump Station/PRS Site
- City Limit
- North Interconnection Pipeline
- South Interconnection Pipeline
- Connector Pipeline to New Turn-Out
- Proposed New Turn-Out
- Existing Lindero Feeder No.2

MAP EXTENT:

PROJECT NAME: CMWD - LVMWD INTERCONNECTION VENTURA AND LOS ANGELES COUNTIES, CA	DATE: JUNE 2019	FIGURE 3-2
padre ENGINEERS, GEOLOGISTS & ENVIRONMENTAL SCIENTISTS		
PROJECT NUMBER: 1802-0331		
<p><small>Source: NAD 83 UTM Zone 18N Coordinate System, NAD 83 StatePlane California V FIPS 5002 Feet Area: CMWD - Colton Municipal Water District This map was created for informational and display purposes only.</small></p>		

**Recorded at request of and
When recorded return to:**

Calleguas Municipal Water District
c/o Hamner, Jewell & Associates
Government Real Estate Services
4476 Market Street, Suite 601
Ventura, California 93003

Mail Tax Statements to:

Las Virgenes Municipal Water District
4201 Guardian Street
Simi Valley, CA 91363

SPACE ABOVE THIS LINE FOR RECORDER'S USE
No fee pursuant to Government Code § 6103
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

GRANT DEED

(To Calleguas Municipal Water District)
Project 450-Las Virgenes-Calleguas Interconnection

A.P. No. 800-0-180-285 (portion of)
CMWD Parcel No. 6000

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

RANCHO SIMI RECREATION AND PARK DISTRICT ("GRANTOR")

does hereby GRANT to the

CALLEGUAS MUNICIPAL WATER DISTRICT ("DISTRICT")

All that specific real property in the County of Ventura, State of California, that is described in Exhibit "A" and depicted in Exhibit "B," both of which are attached hereto and incorporated herein.

GRANTOR:
RANCHO SIMI RECREATION AND PARK DISTRICT

Date:

July 24, 2018

By:

Mark E. Johnson

Name: Mark E. Johnson
Title: Chair, Board of Directors
R.S.R.P.D.

Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

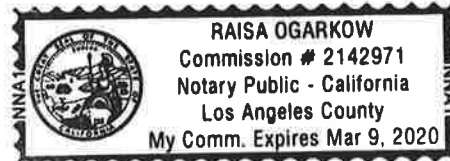
County of Ventura

On 7-24-18 before me, Raisa Ogarkow, Notary Public, personally appeared, Mark E. Salomon, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Raisa Ogarkow (Seal)



CERTIFICATE OF ACCEPTANCE
(Government Code §27281)

This is to certify that the interest in real property conveyed by the deed or grant dated July 24, 2018, from Rancho Simi Recreation and Park District, is hereby accepted by order of the Board of Directors of Calleguas Municipal Water District on _____, pursuant to authority conferred by Ordinance No. 18, which the Calleguas Municipal Water District Board of Directors adopted on May 15, 2019, and the grantee consents to the recordation thereof by its duly authorized officers.

Dated: _____

CALLEGUAS MUNICIPAL WATER DISTRICT

By: _____
Thomas L. Slosson, President, Board of Directors

By: _____
Anthony Goff, General Manager

STATE OF CALIFORNIA)

SS

COUNTY OF VENTURA)

I, _____, Clerk of the Board of Directors of Calleguas Municipal Water District, DO HEREBY CERTIFY that the attached and foregoing is a full, true and correct copy of Ordinance No. 18 of said Board, and the same has not been amended or repealed.

By: _____
Clerk of the Board

Dated: _____

EXHIBIT "A"


"IN FEE"
LEGAL DESCRIPTION

That portion of Parcel 2 of Parcel Map No. 3776, in the unincorporated territory of the County of Ventura, State of California, as shown on the map filed in Book 35, Pages 60 through 64, inclusive of Parcel Maps in the office of the County Recorder of Ventura County, said portion described as follows:

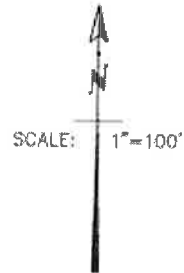
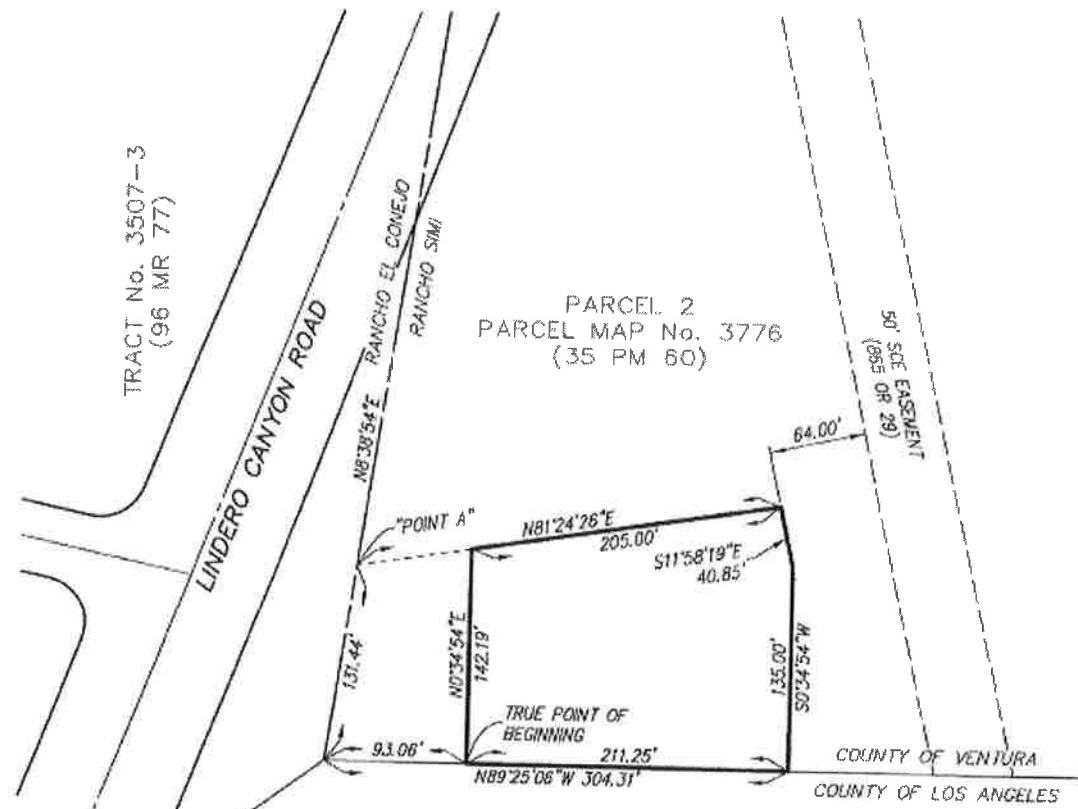
Beginning at a point in the easterly line of Rancho El Conejo, as shown on the map of Tract No. 3507-3, recorded in Book 96, Pages 77 through 85, inclusive of Miscellaneous Records (Maps) in the office of said County Recorder, which bears North 8°38'54" East 131.44 feet from the intersection with the southerly boundary of Ventura County, said point hereinafter referred to as "Point A"; thence along said easterly line South 8°38'54" West 131.44 feet to said intersection; thence along said southerly boundary of Ventura County South 89°25'06" East 93.06 feet to the True Point of Beginning of this description; thence,

- 1st: North 0°34'54" East 142.19 feet to the intersection with a line, passing through "Point A", hereinabove described, and having a bearing of North 81°24'26" East; thence along said line,
- 2nd: North 81°24'26" East 205.00 feet to the intersection with a line, parallel with and 64.00 feet westerly of, measured at right angles, the westerly line of a 50.00 feet wide easement, granted to Southern California Edison by the document recorded March 24, 1949, as Instrument No. 4992 in Book 865, Page 29 of Official Records of Ventura County; thence along said parallel line,
- 3rd: South 11°58'19" East 40.85 feet; thence along a line, parallel with the line hereinabove described in the first course of this description,
- 4th: South 0°34'54" West 135.00 feet to the intersection with said southerly boundary of Ventura County; thence along said southerly boundary,
- 5th: North 89°25'06" West 211.25 feet to the True Point of Beginning of this description.

Containing 33,459 square feet, more or less.


Larry J. Frager, P.L.S. 7998 6/5/13 Date





PREPARED BY:
BENNER AND CARPENTER, INC.
506 EAST MAIN STREET
SANTA PAULA, CA 93060
(805) 525-3396

EXHIBIT "B"
SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

Recorded at request of and
When recorded return to:
Calleguas Municipal Water District
c/o Hamner, Jewell & Associates
Government Real Estate Services
4476 Market Street, Suite 601
Ventura, CA 93003

A.P. No's. 800-0-180-285 &
800-0-180-295
CMWD Parcel No. 6001

No fee pursuant to Government Code § 6103
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

Calleguas Municipal Water District

EASEMENT DEED

Project 450 – Las Virgenes-Calleguas Interconnection

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

RANCHO SIMI RECREATION AND PARK DISTRICT, hereinafter referred to as "Grantor,"

do(es) hereby GRANT to the

CALLEGUAS MUNICIPAL WATER DISTRICT AND LAS VIRGENES MUNICIPAL
WATER DISTRICT (COLLECTIVELY "DISTRICTS")

the following interests in real property:

A Permanent Non-exclusive Access, Pipeline, and Utility Easement in gross for vehicular and pedestrian ingress and egress and the right to survey, install, construct, reconstruct, enlarge, lay, alter, operate, patrol, remove, replace, and maintain a water or wastewater conduit, consisting of one or more underground water or wastewater pipelines and related facilities. These related facilities may include, but are not limited to, markers, air valves, manholes, valves, meters, surge control devices, test stations, buried communication devices, buried electrical conduits and devices, pull boxes, and all related incidents, fixtures, and appurtenances. The markers, test stations, pull boxes, blow off valves, air release valves, manholes, other related facilities, and turnouts may be located above ground or partially above ground. This easement shall be in, over, on, through, within, under, and across the Easement Area of the Real Property as defined in this paragraph. The "Real Property" is in the County of Ventura, State of California, and is described in Exhibit "A," attached hereto and incorporated by reference herein. The "Easement Area" which comprises the Permanent Easement is described in Exhibit "B" and depicted in Exhibit "C," attached hereto and incorporated by reference herein.

The Permanent Easement(s) described herein shall be SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. The facilities and improvements installed in the Easement Area collectively are referred to herein as "Districts' Facilities." Plans for Districts' Facilities as they exist from time to time shall be maintained at the Districts' principal offices.

2. Districts' shall have the right of ingress and egress for personnel, vehicles, and construction equipment to, from, and along the Easement Area at any time, without prior notice in order to access Districts' facilities, with the right, but not obligation, to grade, use, maintain, repair, and replace at any time a vehicular access route without prior notice, including the right to use lanes, drives, rights-of-way, and roadways within the Real Property which now exist or which hereinafter may be constructed, as shall be convenient and necessary for the purpose of exercising the rights herein set forth; provided, however, that nothing herein shall prevent or limit Grantor's rights to close such roadways, lanes, or rights-of-way, and to provide Districts with comparable alternative access to the Easement Area, as deemed reasonable by the Districts.

3. As the amount of earth or other fill over its facilities can affect the structural integrity of the Districts' underground facilities, Districts shall have the right to maintain the height of earth or other fill over Districts' underground facilities. Grantor(s) shall not temporarily or permanently modify, or allow others to in any way modify, the ground surface elevation in the Easement Area from the elevation established upon completion of construction of the Districts' facilities without the Districts' written consent, which consent shall not be withheld unreasonably. Grantor(s) shall not conduct, or permit others to conduct, grading operations, ripping, stockpiling, or use, or permit others to use, explosives within or proximate to the Easement Area to the extent that Districts' facilities may be damaged.

4. This easement(s) is subject to all existing fencing, canals, irrigation ditches, laterals, pipelines, roads, electrical transmission facilities, and communication lines existing on the date this easement is granted, and all future uses which do not directly or indirectly interfere with or endanger Districts' exercise of the rights described herein; provided, however, that Districts shall have the right to clear and keep clear from the Easement Area all explosives, buildings, structures, walls, and other facilities of a permanent nature, and any earth cover or stockpile of material placed without the Districts' written consent, which interfere with Districts' use of the Easement Area. Grantor shall not construct, nor permit others to construct, such permanent facilities which conflict with Districts' ability to use the Easement Area. Districts shall have the right of exclusive use and possession within the Easement Area for a distance of two (2) feet in every direction around the outside surface of the Districts' Facilities. In addition to any other legal and equitable remedies for violations of this paragraph, Districts shall have the right to do all things necessary and proper to remove any such vegetation, explosives, improvements, and materials, at the Grantor's expense.

5. Subsequent to the grant of this Easement, Grantor shall not grant any easements of any kind whatsoever to others in, over, on, through, within, under and across the Easement Area without the prior written approval of the Districts, which approval shall not be withheld unreasonably.

The easement rights conveyed herein to the Districts are transferable, in whole or in part, by the Districts to other water purveyors, subject to all terms and conditions contained herein.

GRANTOR:
RANCHO SIMI RECREATION AND PARK DISTRICT

Date: July 24, 2018

By: Mark E Johnson
Name: Mark E. Johnson
Title: Chair, Board of Directors
R.S.R.P.D.

Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Ventura

On 7-24-18 before me, Raisa Ogarkow, Notary Public, personally appeared, Mark Johnson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Raisa Ogarkow (seal)



CERTIFICATE OF ACCEPTANCE
(Government Code §27281)

This is to certify that the interest in real property conveyed by the deed or grant dated July 24, 2018, from Rancho Simi Recreation and Park District, is hereby accepted by order of the Board of Directors of Calleguas Municipal Water District on _____, pursuant to authority conferred by Ordinance No. 18, which the Calleguas Municipal Water District Board of Directors adopted on May 15, 2019, and the grantee consents to the recordation thereof by its duly authorized officers.

Dated: _____

CALLEGUAS MUNICIPAL WATER DISTRICT

By: _____
Thomas L. Slosson, President, Board of Directors

By: _____
Anthony Goff, General Manager

STATE OF CALIFORNIA)

SS

COUNTY OF VENTURA)

I, _____, Clerk of the Board of Directors of Calleguas Municipal Water District, DO HEREBY CERTIFY that the attached and foregoing is a full, true and correct copy of Ordinance No. 18 of said Board, and the same has not been amended or repealed.

By: _____
Clerk of the Board

Dated: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed dated _____ from Rancho Simi Recreation and Park District

to Las Virgenes Municipal Water District, a governmental agency, is hereby accepted by the undersigned officer on behalf of the Board of Directors pursuant to authority conferred by resolution of the Board of Directors adopted on August 27, 1996 and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: _____

By: _____

David W. Pedersen, P.E.
General Manager
Las Virgenes Municipal Water District

EXHIBIT "A"

Real Property Legal Description

APN: 800-0-180-285

EXCEPT therefrom that portion of said land conveyed to the Lyon Warmington Associates, in deed recorded March 19, 1980, as Document No. 90-40143 of Official Records.

EXCEPT an undivided one half interest in all oil, gas and minerals and all oil, gas and mineral rights upon and under said land, without the right of surface entry in connection therewith, as reserved by The Albertson Company, in deed recorded April 8, 1954, Book 1194, Page 551 of Official Records.

By deed executed by The Albertson Company, recorded September 2, 1959, Book 1774, Page 441 of Official Records, all right to enter upon, possess or use any part of the surface of said land or any part of the subsurface thereof to a depth of 500 feet below the surface of said land was surrendered.

ALSO EXCEPT an undivided 10% of 100% in all oil, gas and minerals and all oil, gas and mineral rights upon and under said land, as granted to The Albertson Company, in deed recorded September 2, 1959, Book 1774, Page 440 of Official Records.

By deed executed by The Albertson Company, recorded September 2, 1959, Book 1774, Page 441 of Official Records, all right to enter upon, possess or use any part of the surface of said land or any part of the subsurface thereof to a depth of 500 feet below the surface of said land was surrendered.

EXCEPT therefrom all minerals, oil, gas, carbon, asphaltum rights, but without the right of entry upon the surface of said land or to remove said substances within 500 feet of the surface, as reserved by First City Holdings California Inc., in deed recorded January 29, 1987, as Document No. 87-7756 of Official Records.

APN: 800-0-180-295

That portion of Rancho El Conejo, in the City of Thousand Oaks, County of Ventura, State of California, as shown on a map entitled "Map of Partition Survey of Rancho El Conejo, Ventura County, California" recorded in Book 1 Page 746 of Deeds, in the office of the County Recorder of said County, described as follows:

Beginning at a point in the Los Angeles - Ventura County line, said point being distant thereon South 53° 51' 27" West 142.52 feet from a brass cap monument marking the point of intersection of said county line with the Easterly boundary line of said Rancho El Conejo, as shown on Record of Survey map filed in Book 28 Pages 39 through 44 of Records of Survey in said county recorder's office; thence along said county line,

1st: North 53° 51' 27" East 142.52 feet to said brass cap monument herein before mentioned, being also an angle point in the Easterly line of said Rancho El Conejo; thence along said Easterly line,

2nd: North 8° 38' 37" East 362.23 feet to the Northeasterly terminus of the 6th course of Parcel 1 of the Easement Deed to City of Thousand Oaks, recorded July 19, 1983 as Document No. 77335, Official Records; said 6th course being recited as "South 20° 37' 16" West 179.29 feet"; thence, along said 6th and the 7th course of said land by the following 2 courses,

3rd: South 20° 37' 16" West 179.29 feet to an angle point; thence,

4th: South 21° 11' 40" West 294.28 feet to the point of beginning.

EXCEPT all the oil, gas and other hydrocarbon substances lying within and under that portion of said land lying below a depth of 500 feet, measured vertically from the surface of said land, without, however, any right to enter upon the surface of said land or into that portion of the subsurface thereof, lying above a depth of 500 feet, measured vertically from said surface.

EXHIBIT "B"

Easement Area


"PERMANENT ACCESS AND PIPELINE"
LEGAL DESCRIPTION

That portion of Parcel 2 of Parcel Map No. 3776, in the unincorporated territory of the County of Ventura, State of California, as shown on the map filed in Book 35, Pages 60 through 64, inclusive of Parcel Maps in the office of the County Recorder of Ventura County, said portion described as follows:

Beginning at the intersection of the easterly line of Rancho El Conejo, as shown on the map of Tract No. 3507-3, recorded in Book 96, Pages 77 through 85, inclusive of Miscellaneous Records (Maps) in the office of said County Recorder, with the southerly boundary of Ventura County; thence along said southerly boundary,

- 1st: South 89°25'06" East 93.06 feet; thence,
- 2nd: North 0°34'54" East 142.19 feet to the intersection with a line, having a bearing of North 81°24'26" East, and passing through a point in said easterly line of Rancho El Conejo which bears North 8°38'54" East 131.44 feet from the point of beginning of this description; thence along said line,
- 3rd: South 81°24'26" West 75.58 feet to the intersection with said easterly line of Rancho El Conejo; thence along a line, perpendicular to the southeasterly line of Lindero Canyon Road, 100.00 feet wide, as shown on said Tract No. 3507-3,
- 4th: North 68°48'20" West 46.37 feet to the intersection with the southeasterly line of said Lindero Canyon Road; thence along said southeasterly line,
- 5th: South 21°11'40" West 248.28 feet to the intersection with the southerly boundary of Ventura County; thence along said southerly boundary,
- 6th: North 53°51'27" East 142.52 feet to the point of beginning of this description.

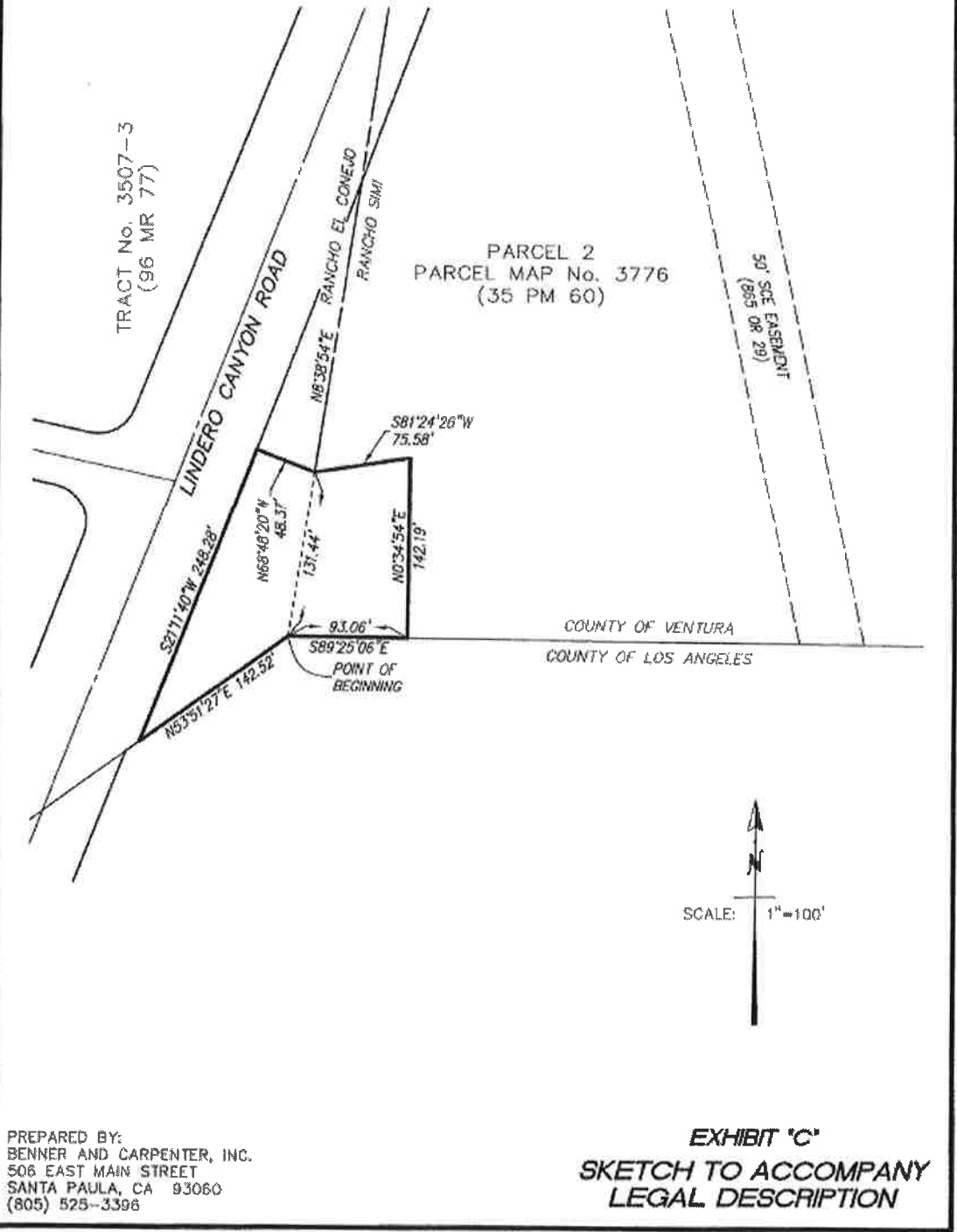
Containing 24,012 square feet, more or less.


Larry J. Frager, P.L.S. 7998

6/5/18
Date



REF: 18028LD2.DWG
DATE: 6/05/2018



Recorded at request of and
When recorded return to:
Calleguas Municipal Water District
c/o Hamner, Jewell & Associates
Government Real Estate Services
4476 Market Street, Suite 601
Ventura, CA 93003

A.P. No's. 800-0-180-285 &
800-0-180-295
CMWD Parcel No. 6002T

No fee pursuant to Government Code § 6103
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

Calleguas Municipal Water District

TEMPORARY CONSTRUCTION EASEMENT DEED

Project 450 – Las Virgenes-Calleguas Interconnection

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

RANCHO SIMI RECREATION AND PARK DISTRICT, hereinafter referred to as "Grantor,"

do(es) hereby GRANT to the

CALLEGUAS MUNICIPAL WATER DISTRICT ("DISTRICT")

the following interests in real property:

A Temporary Construction Easement for the purposes of facilitating construction of District Facilities, including the right to place equipment and vehicles, pile earth thereon, and utilize said Temporary Construction Easement for all other related activities and purposes in, on, over, under, through, and across that certain portion of the Real Property which is described in Exhibits "A" and "C" and depicted in Exhibits "B" and "D," all of which are attached hereto and incorporated by reference herein ("Temporary Construction Easement").

Said Temporary Construction Easement shall commence fifteen (15) days after issuance by District of a Notice of Commencement of Construction, which shall be issued to Grantor by U.S. Mail, and shall automatically terminate upon completion of construction of District Facilities and restoration of the Temporary Construction Easement area, or two (2) years after the effective date of the Notice of Commencement of Construction, whichever occurs first; however, District shall have the right to extend the Temporary Construction Easement term in additional three (3) month increments if District determines that additional time beyond the one year period is necessary for construction completion. In such case, District shall have the unilateral right to extend the Temporary Construction Easement period through construction completion and agrees to compensate Grantor One Thousand and Eight Hundred and Thirty Five Dollars (\$1,835) for each three month extension term exercised. Payment for any such extension(s) shall be paid by District to Grantor concurrent with District's written notice to Grantor of

District's intent to exercise such extension provisions. In any event, this Temporary Construction Easement shall terminate on or before December 31, 2025. Upon termination, the Temporary Construction Easement area will be generally restored by District to a comparable or better condition as that which existed prior to District's access and use.

GRANTOR:
RANCHO SIMI RECREATION AND PARK DISTRICT

Date: July 24, 2018

By: Mark E. Johnson
Name: Mark E. Johnson
Title: Chair, Board of Directors
R.S.R.P.D.

Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Ventura

On 7-24-18 before me, Raisa Ogarkow, Notary Public, personally appeared, Mark E. Johnson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Raisa Ogarkow (Seal)



CERTIFICATE OF ACCEPTANCE
(Government Code §27281)

This is to certify that the interest in real property conveyed by the deed or grant dated July 24, 2018, from Rancho Simi Recreation and Park District, is hereby accepted by order of the Board of Directors of Calleguas Municipal Water District on _____, pursuant to authority conferred by Ordinance No. 18, which the Calleguas Municipal Water District Board of Directors adopted on May 15, 2019, and the grantee consents to the recordation thereof by its duly authorized officers.

Dated: _____

CALLEGUAS MUNICIPAL WATER DISTRICT

By: _____
Thomas L. Slosson, President, Board of Directors

By: _____
Anthony Goff, General Manager

STATE OF CALIFORNIA)

SS

COUNTY OF VENTURA)

I, _____, Clerk of the Board of Directors of Calleguas Municipal Water District, DO HEREBY CERTIFY that the attached and foregoing is a full, true and correct copy of Ordinance No. 18 of said Board, and the same has not been amended or repealed.

By: _____
Clerk of the Board

Dated: _____

EXHIBIT "A"

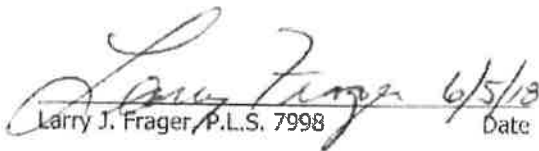
"TEMPORARY CONSTRUCTION"
LEGAL DESCRIPTION

That portion of Parcel 2 of Parcel Map No. 3776, in the unincorporated territory of the County of Ventura, State of California, as shown on the map filed in Book 35, Pages 60 through 64, inclusive of Parcel Maps in the office of the County Recorder of Ventura County, said portion described as follows:

Beginning at the intersection of the easterly line of Rancho El Conejo, as shown on the map of Tract No. 3507-3, recorded in Book 96, Pages 77 through 85, inclusive of Miscellaneous Records (Maps) in the office of said County Recorder, with the southerly boundary of Ventura County; thence along said southerly boundary South 89°25'06" East 304.31 feet to the True Point of Beginning of this description; thence,

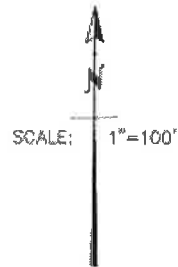
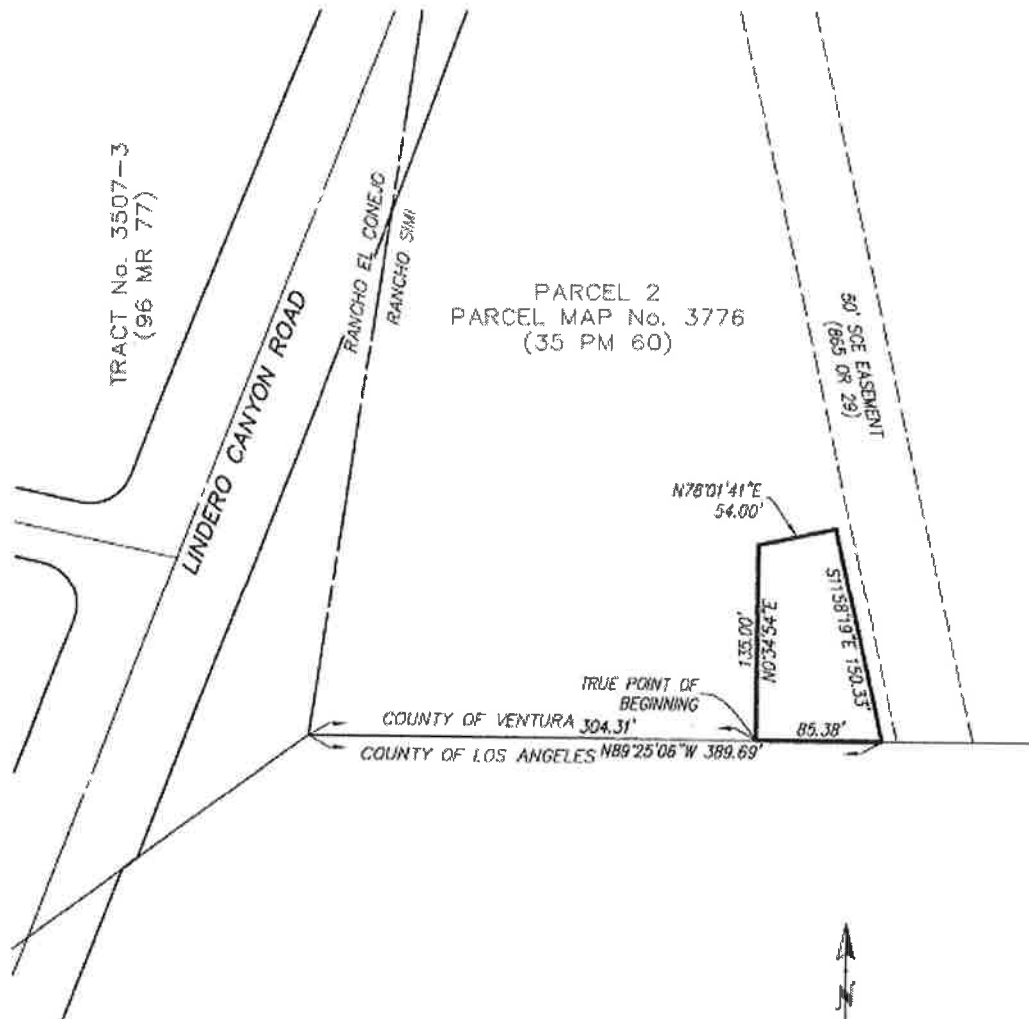
- 1st: North 0°34'54" East 135.00 feet; thence,
- 2nd: North 78°01'41" East 54.00 feet; thence,
- 3rd: South 11°58'19" East 150.33 feet to the intersection with said southerly boundary of Ventura County; thence along said southerly boundary,
- 4th: North 89°25'06" West 85.38 feet to the True Point of Beginning of this description.

Containing 9,823 square feet, more or less.


Larry J. Frager, P.L.S. 7998 Date 6/5/18



REF: 16029L03.DWG
DATE: 5/31/2018



PREPARED BY:
BENNER AND CARPENTER, INC.
506 EAST MAIN STREET
SANTA PAULA, CA 93060
(805) 525-3396

EXHIBIT 'B'
SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

EXHIBIT "C"

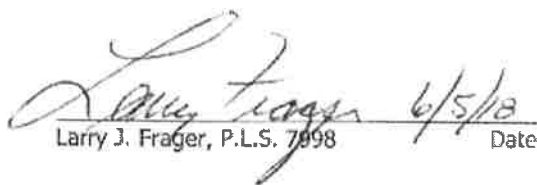
"TEMPORARY CONSTRUCTION"
LEGAL DESCRIPTION

That portion of Parcel 2 of Parcel Map No. 3776, in the unincorporated territory of the County of Ventura, State of California, as shown on the map filed in Book 35, Pages 60 through 64, inclusive of Parcel Maps in the office of the County Recorder of Ventura County, said portion described as follows:

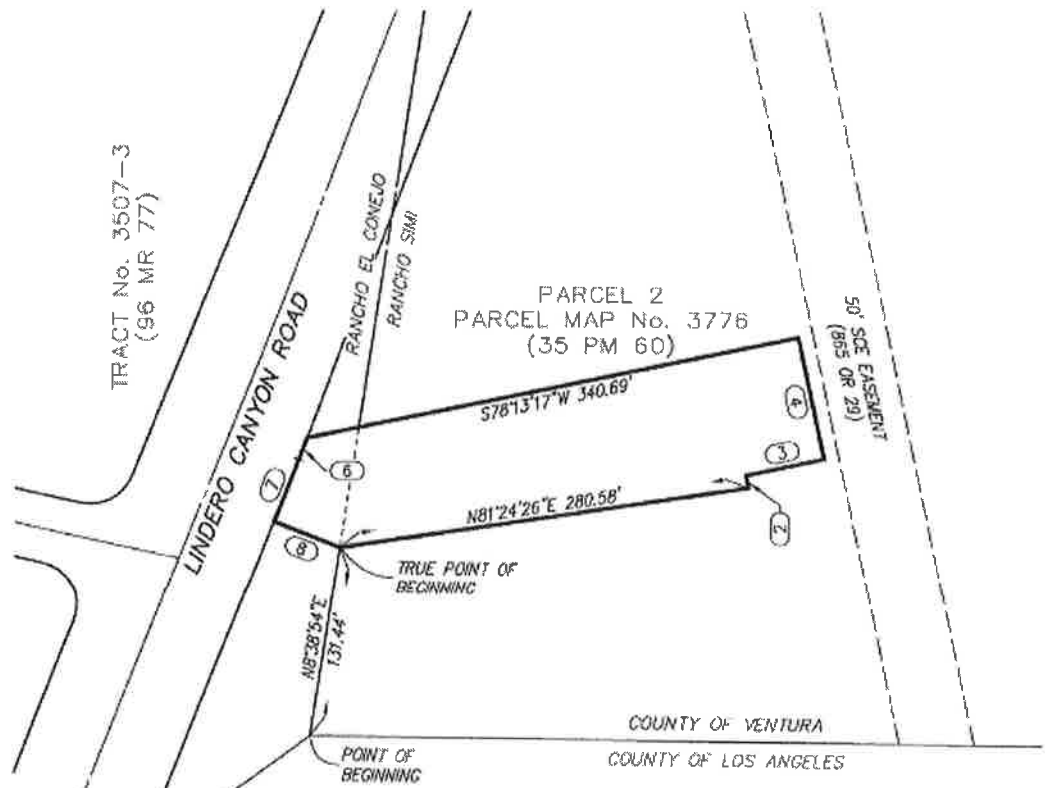
Beginning at the intersection of the easterly line of Rancho El Conejo, as shown on the map of Tract No. 3507-3, recorded in Book 96, Pages 77 through 85, Inclusive of Miscellaneous Records (Maps) in the office of said County Recorder; thence along said easterly line North 8°38'54" East 131.44 feet to the True Point of Beginning of this description; thence,

- 1st: North 81°24'26" East 280.58 feet; thence,
- 2nd: North 11°58'19" West 9.15 feet; thence,
- 3rd: North 78°01'41" East 54.00 feet; thence,
- 4th: North 11°58'19" West 84.86 feet; thence,
- 5th: South 78°13'17" West 340.69 feet to the intersection with the southeasterly line of Lindero Canyon Road, 100.00 feet wide, as shown on said Tract No. 3507-3; thence along said southeasterly line by the following two courses:
 - 6th: South 20°37'16" West 16.21 feet; thence,
 - 7th: South 21°11'40" West 45.99 feet to the intersection with a line, perpendicular to said southeasterly line and passing through the True Point of Beginning of this description; thence along said perpendicular line,
 - 8th: South 68°48'20" East 48.37 feet to the True Point of Beginning of this description.

Containing 30,544 square feet, more or less.

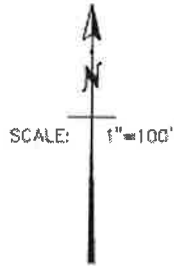

Larry J. Frager, P.L.S. 7898 6/5/18 Date





○ LINE TABLE:

2	N11°58'19"W 9.15'
3	N78°01'41"E 54.00'
4	N11°58'19"W 84.86'
6	S20°37'16"W 16.21'
7	S21°11'40"W 45.99'
8	S68°48'20"E 48.37'



PREPARED BY:
 BENNER AND CARPENTER, INC.
 506 EAST MAIN STREET
 SANTA PAULA, CA 93060
 (805) 525-3396

EXHIBIT 'D'
SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

Calleguas Municipal Water District Capital Project Information Sheet

Name: LVMWD-CMWD Interconnection

Project No: 450

Description: Calleguas and LVMWD have entered into an agreement for interconnection between their potable water systems. This project includes the Calleguas portion of the interconnection facilities (pipeline and pump station), although Calleguas will also design and construct a pressure reducing station for LVMWD (to be colocated with the pump station) at their cost.

Location: The pump station and PRS will be located at or near the Ventura County line along Lindero Canyon Road. The pipeline will run between the existing Lindero Feeder No. 2 in Kanan Road and the pump station.

Purpose: Improve system reliability for both Calleguas and LVMWD potable water systems during scheduled and unscheduled interruptions to water deliveries.

Category

Salinity Management Pipeline

Water Transmission

Emergency Water Supply Reliability

Improvements to Existing Facilities

Rehabilitation, Replacement & Relocation

Budget Estimates

Project Phase	Amount	Cumulative Amount	Date	Notes
Previous Expenditures	\$24,000			Costs incurred for preliminary work performed 2002-2003
Preliminary Design	\$330,000	\$354,000	4/15/2015	
Additional Preliminary Design	\$30,000	\$384,000	12/20/2017	
Design, CEQA, and R/W	\$2,250,000	\$2,634,000	1/17/2018	
R/W Acquisition from RSRPD	\$100,000	\$2,710,000	9/18/2019	

Calleguas Municipal Water District Capital Project Evaluation Sheet

Name: LVMWD-CMWD Interconnection
Project No: 450

Ranking Category	Description	Score (1-5)
Consequences of Not Implementing Project (A)	Without the project, failures or shutdowns of the tunnel, CCNB, CCSB, or the easternmost West Valley Feeder No. 2 would result in more significant water supply impacts, especially in the Upper Zone after Lake Bard has gone dry. Without the project, there would be no alternative source of water to Oak Park other than Lindero Feeder and a failure of Lindero Feeder could result in a very large (80-100%) reduction in water supply for the time it takes to repair the pipeline (possibly several weeks).	NA
Probability of Occurrence (B)	The likelihood of a failure or scheduled shutdown of one or more of these facilities at some time during their service life is 100%. CCNB and CCSB are made of PCCP, which is a comparatively unreliable pipe type. Lindero Feeder is 60 years old and has already shown signs of corrosion.	NA
Cost Considerations (C)	This is a very cost effective approach to achieve this objective. The only alternative which could provide this quantity of water to the Upper Zone during a would be ocean desalination (cost to be determined, but expected to be much higher). The only alternative which would provide this quantity of water to the Oak Park area during a failure of Lindero Feeder is a 270 MG tank (3 weeks at 20 cfs) at an estimated cost of \$500M.	NA
Evaluation Score		21.9
Priority Ranking		High

MULTI-AGENCY COOPERATIVE FUNDING AGREEMENT

This Agreement is made and entered into by and between the following public agencies (hereinafter referred to individually as "Party" and collectively as "Parties") to cooperatively prepare and fund a Regional Brine Management Study to identify the most cost-effective strategy to manage regional brine solutions for brine disposal in support of local water supply projects identified by each agency including, but not limited to, the Las Virgenes-Triunfo Pure Water Project:

- Las Virgenes-Triunfo Joint Powers Authority (JPA);
- City of Thousand Oaks (TO);
- Camrosa Water District (CWD);
- Calleguas Municipal Water District (CMWD);

RECITALS

WHEREAS, the Parties desire to collaboratively prepare and fund a Regional Brine Management Study (hereinafter referred to as "Study").

	Cost	Las Virgenes - Triunfo JPA	City of Thousand Oaks	Camrosa WD	Calleguas MWD
Base Price	\$149,894.00	\$37,473.50	\$37,473.50	\$37,473.50	\$37,473.50
Option 2	\$25,000.00	\$12,500.00	\$12,500.00		
Task 8	\$36,051.00	\$18,025.50	\$18,025.50		
Total	\$210,945.00	\$67,999.00	\$67,999.00	\$37,473.50	\$37,473.50

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Parties and of the promises herein contained, it is hereby agreed as follows:

SECTION 1: OBLIGATIONS OF THE PARTIES

1.1 Obligations of LVMWD:

- 1.1.1 Scope of Services. LVMWD shall execute and administer a professional services agreement for the preparation of the Study on behalf of the Parties, for a not-to-exceed amount of \$210,945.00 (hereinafter referred to as "Consultant Costs"), in accordance with the scope of work and fee proposal included as Exhibit "A."

1.1.2 Data, Reports, and Documents. Within five (5) business days of receipt of deliverables and completion of the Study, LVMWD shall electronically deliver to the Parties the Study, materials and documents created under this Agreement. If the Parties use any of the data, reports and documents furnished or prepared for projects other than the project shown on Exhibit "A," LVMWD shall be released from responsibility to third parties concerning the use of the data, reports and documents.

1.1.3 Invoicing. LVMWD shall invoice the Parties for their respective contributions toward the Consultant Costs for the Study upon receipt of deliverables and invoicing from Consultant, as more fully described on Exhibit "A."

1.1.4 Consideration. LVMWD shall contribute \$67,999.00 toward the Consultant Costs for the Study, as more fully described on Exhibit "A."

1.1.5 Attribution. LVMWD shall ensure that attribution for the Study is provided to all Parties, unless a Party requests otherwise in writing. Attribution will not be provided to a Party that fails to provide payment, in full or in part, as required by this Agreement.

1.2 Obligations of City of Thousand Oaks:

1.2.1 Consideration. The City of Thousand Oaks shall contribute \$67,999.00 toward the Consultant Costs for the Study, as more fully described on Exhibit "A." The City of Thousand Oaks shall pay said amount to LVMWD within forty-five (45) calendar days of receipt of an invoice.

1.3 Obligations of Camrosa Water District:

1.3.1 Consideration. Camrosa Water District shall contribute \$37,473.50 toward the Consultant Costs for the Study, as more fully described on Exhibit "A." Camrosa Water District shall pay said amount to LVMWD within forty-five (45) calendar days of receipt of an invoice.

1.4 Obligations of Calleguas Municipal Water District:

1.4.1 Consideration. CMWD shall contribute \$37,473.50 toward the Consultant Costs for the Study, as more fully described on Exhibit "A." Calleguas Municipal Water District shall pay said amount to LVMWD within forty-five (45) calendar days of receipt of an invoice.

SECTION 2: GENERAL PROVISIONS

- 2.1 Term. This agreement shall be effective upon the date it is executed by all Parties and shall expire two years after full execution, unless extended or sooner terminated by mutual written consent by all Parties. All work described in Section 1.1, above, and Exhibit "A" shall be completed by the expiration of this Agreement.
- 2.2 Termination. LVMWD may terminate this Agreement, effective thirty (30) days from the date of written notice, upon any Party's failure to provide payment, in full or in part, as required by this Agreement, after having failed to cure such failure to pay within thirty (30) days of the date of notice provided by LVMWD. In the event of termination of this Agreement, LVMWD shall not be responsible for further preparation or completion of the Study. In the event LVMWD terminates this Agreement pursuant to this section, LVMWD shall refund all unused funds to the respective, non-defaulting parties, in proportion to the non-defaulting parties' respective contributions made prior to the time of the termination.
- 2.3 Governing Law. This Agreement is made under and will be governed by the laws of the State of California. Further, the Parties shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments.
- 2.4 Good Faith. Each Party shall use reasonable efforts and work in good faith for the expeditious completion of the Study. In the event that the Consultant Costs to prepare the Study are greater than those described herein, the Parties agree to meet and confer in good faith to determine a mutually agreeable allocation of the additional costs.
- 2.5 No Third-Party Beneficiary. This Agreement is for the sole benefit of the Parties and does not grant rights to any non-Party or impose obligations on a Party beyond those specified herein or in favor of any non-party.
- 2.6 Severability. The provisions of this Agreement are severable, and the invalidity, illegality or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provisions. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the Parties shall endeavor to modify that clause in a manner that gives effect to the intent of the Parties entering into this Agreement.
- 2.7 Amendments. This Agreement may be amended or modified only by written mutual consent of all Parties.
- 2.8 Notice. Any correspondence, communication, or contact concerning this Agreement must be directed to the Parties at the following addresses. Notice will be deemed as given upon personal delivery, receipt of e-mail, receipt of fax

confirmation, or five days after deposit in U.S. Mail, first-class postage, prepaid, and addressed as shown below:

Las Virgenes-Triunfo Joint Powers Authority (JPA):

David W. Pedersen
General Manager
Las Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas, CA 91302
dpedersen@lvmwd.com

City of Thousand Oaks (TO):

Ayda Forouzan, P.E., QSD
Engineering Associate
Public Works Department
City of Thousand Oaks
2100 Thousand Oaks Boulevard
Thousand Oaks, CA 91362
aforouzan@toaks.org

Camrosa Water District (CWD):

Ian Prichard
Water Resources Manager
Camrosa Water District
7385 Santa Rosa Road
Camarillo, CA 93012
ianp@camrosa.com

Calleguas Municipal Water District (CMWD):

Kristine McCaffrey, P.E.
Manager of Engineering
Calleguas Municipal Water District
2100 Olsen Road
Thousand Oaks CA 91360
kmccaffrey@calleguas.com

- 2.9 Counterparts. This Agreement may be executed in counterparts and the signed counterparts will constitute a single instrument. The signatories to this Agreement represent that they have the authority to bind their respective Party.
- 2.10 Confidentiality. Except when disclosure is required for public records pursuant to the California Public Records Act or other applicable law, the Parties will not disclose or cause their respective officers, directors, employees, representatives ,

agents, or advisors to disclose or use any Confidential Information furnished , or otherwise permitted for review, by one party to the other in connection with the proposed transactions. For purposes of this paragraph, "Confidential Information" means information supplied by one party to the other that is clearly marked by the supplying party as "confidential", except information that is part of public record.

- 2.11 Attorney's Fees. In any action or proceeding for the purpose of enforcing any provision of this Agreement, or to recover damages hereunder, or to obtain injunctive or other relief, or for a declaration of rights or obligations hereunder, or for any other judicial or equitable remedy, the prevailing Party shall be entitled, in addition to such other relief as may be granted to an award in the same or a subsequent proceeding, to its reasonable attorneys' fees and costs.
- 2.12 No Partnership. LVMWD and any other Party to this Agreement shall not, by virtue of this Agreement, in any way or for any purpose, be deemed to have become a partner of each other or a joint venture in the conduct of their respective businesses or otherwise , nor shall there be deemed to have occurred a merger or any joint enterprise by and between the Parties to this Agreement. LVMWD shall have no authority, expressed or implied, to act on behalf of any other Party to this Agreement in any capacity whatsoever as an agent.
- 2.13 Integration. This Agreement represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder.
- 2.14 Captions, Headings, and Abbreviations. The captions and headings of this Agreement are included for reference purposes only, and not intended to be a part of this Agreement or any way to define, limit, or describe the scope or intent of the particular provision to which they refer.
- 2.15 Indemnification. Except for the sole negligence of any Party to this agreement, each Party agrees to indemnify and hold the other Parties harmless from and against any and all suits and causes of action, claims, charges, damages, demands, judgments , civil fines and penalties, or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any person, or damage or destruction to any property of either Party hereto, or third persons in any manner arising by reason of the negligent acts, errors, omissions or willful misconduct of a Party and arising out of or in connection with this Agreement or the services performed in connection with this Agreement. Moreover, no Party shall have liability imputed upon them in this Agreement based solely on its having contributed to a study/report under a separate contract with an independent consultant or vendor.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, as of the dates opposite their respective signatures.

LAS VIRGENES MUNICIPAL
WATER DISTRICT

By: _____

Date: _____

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, as of the dates opposite their respective signatures.

THE CITY OF THOUSAND OAKS

By: _____

Date: _____

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, as of the dates opposite their respective signatures.

CAMROSA WATER DISTRICT

By: _____

Date: _____

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, as of the dates opposite their respective signatures.

CALLEGUAS MUNICIPAL WATER
DISTRICT

By: _____

Anthony Goff
General Manager

Date: _____

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____

Robert Cohen
District Counsel

SCOPE OF WORK

Task 1 | Project Management

1.1 Project Meetings and Workshops

Woodard & Curran will prepare for and attend up to six project meetings with the Las Virgenes-Triunfo Joint Powers Authority (JPA), City of Thousand Oaks (City), Camrosa Water District (CWD), and Calleguas Municipal Water District (CMWD) at key points throughout the project. The meetings are anticipated to include the following:

- Project Kickoff/Brainstorming Meeting
- Draft Report Workshop
- Presentations – up to four meetings, one with each of the governing Boards or Council of the JPA, City, CWD, and CWMD.

Woodard & Curran will prepare an agenda and meeting summaries for each meeting and distribute to the JPA project manager. At a minimum, Woodard & Curran's principal-in-charge, project manager, and project engineer will attend each meeting. It is assumed that other project coordination and meetings can occur through conference calls, which may also include web-based presentations.

1.2 Project Tracking and Communication

Woodard & Curran will prepare and submit progress reports and an updated project schedule with the monthly project invoice. Woodard & Curran will provide regular project coordination, communication, and updates to the JPA and track the project scope, budget, and schedule.

1.3 Quality Assurance and Quality Control

Woodard & Curran will implement its Quality Assurance and Quality Control Plan requirements for the project, which will include a senior level technical review of major project deliverables. The Plan will outline specific technical protocols, methods and checklists for Woodard & Curran staff to use in preparing work products. Where applicable, the QA/QC Plan will refer to Woodard & Curran's Quality Assurance Manual, supplemented with project-specific deliverable information, staff and procedures.

Task 1 Assumptions:

- Monthly progress meetings will be via teleconference call or combined with the scoped meetings
- Project duration is approximately six months

Task 1 Deliverables:

- Meeting Agenda (6) (.pdf or Microsoft Word files by email)
- Meeting Summaries (6) (.pdf or Microsoft Word files by email)
- Monthly Project Schedule (6) (hard copy with invoice)
- Monthly Progress Report (6) (hard copy with invoice)
- Microsoft PowerPoint presentation of final report (Microsoft PowerPoint files by email)

Task 2 | Data Gathering and Evaluation

Woodard & Curran will prepare a data request for the JPA that will include (but not be limited to) water quality data for Hill Canyon Treatment Plant (HCTP) influent and effluent, City groundwater wells, CWD Non-Potable System (NPS), and JPA Advanced Water Treatment Plant (AWTP) influent. The data request will also include existing and proposed pipeline and facility information (as-builts, utility mapping, planning documents), previous reports related to the project, and GIS data. Woodard & Curran will maintain and update the data request list as additional needs are identified and data are received.

Woodard & Curran will use the data obtained to prepare a spreadsheet-based water quality model for the regional brine system. A working version of this model has already been developed. This model will be used to determine the water quality impacts caused by JPA and City brine discharges on HCTP influent and the amount of salt removal required for the following scenarios:

1. JPA brine discharges
2. City brine discharges
3. CWD NPS system water quality improvement (chloride concentrations as low as 90 mg/l)

Each of these scenarios will be evaluated based on current and future (build-out) HCTP influent volumes. The model will also be used to predict the water quality of other regional brine management components under the same scenarios.

Task 2 Assumptions:

- JPA will provide information in electronic format.
- System will be evaluated based on monthly-average flows and concentrations

Task 3 | Santa Rosa Basin Augmentation

Woodard & Curran will evaluate utilizing a portion of the HCTP effluent for groundwater augmentation within the Santa Rosa Valley. The evaluation will include the following:

- Current and anticipated regulatory requirements
- Proposed treatment components (i.e., an AWTP)
- Location and types of facilities required
- Sizing considerations and expected yield for current and build-out HCTP flows

The evaluation will be summarized in the draft and final reports under Task 7.

Task 3 Assumptions:

- Groundwater augmentation sites and configurations presented will be limited to three options
- The AWTP will also treat permeate from the HCTP Desalter and no additional reverse osmosis will be required

Task 4 | Desalter Sizing

Woodard & Curran will use the spreadsheet model developed in Task 2 to determine the size of desalter required for the following conditions:

- JPA brine discharges
- City brine discharges
- CWD NPS water quality improvement (chloride concentrations as low as 90 mg/l)

Desalter sizing will be evaluated based on current and future (build-out) HCTP influent volumes. CWD water quality improvements will consider the advantages of a direct, piped connection between HCTP and CWD's NPS system.

Woodard & Curran will also use the model to compare predicted project brine water quality with the discharge requirements of the Salinity Management Pipeline (SMP). SMP discharge configuration and monitoring requirements will also be presented.

The sizing analysis will be summarized in the draft and final reports under Task 7.

Task 5 | Preliminary Engineering Concept

Woodard & Curran will use the information developed in Tasks 2 through 4 to develop a preliminary engineering concept of facilities required for the following project components:

- Brine line from JPA AWTP to City sewer
- Desalter
- Brine line from Desalter to SMP
- AWTP facilities for a GWA project

Pipeline components will be developed considering pipeline alignment, pipeline diameters, pipeline materials, and pressure ratings. The SMP discharge station conceptual design will be based on CWMD standard drawings. Components of the desalter to be developed include location (including plan view layout), treatment technology, energy needs, operational needs, and space for additional treatment steps required for groundwater augmentation. Similar components will be developed for the groundwater augmentation AWTP, which may be remotely located from the desalter.

The conceptual design will be included the draft and final reports under Task 7.

Task 5 Assumptions:

- Alignment of JPA brine discharge line to City collection system will be as currently proposed in the Pure Water project's Basis of Design Report. Discharge point will be evaluated based on readily-available sewer flow and capacity information.
- Discharge configuration of JPA brine line will be based on City standard drawings.
- SMP discharge station will be based on CWMD standard drawings.

Task 6 | Preliminary Cost Estimate

Woodard & Curran will prepare an engineer's opinion of cost. The cost estimate will be a Class 5 estimate (0-2% project definition) as defined by the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 56R-08 with an expected accuracy range of -35% to +65% of actual costs. The cost estimate will include costs for initial capital costs and the range of treatment costs for ongoing operations and maintenance (O&M).

The cost estimate will be included in the draft and final reports under Task 7.

Task 6 Deliverables:

- Draft and final cost estimate (.pdf or Microsoft Excel file by email)

Task 7 | Regional Brine Management Study Report

Woodard & Curran will summarize findings from tasks 2 through 6 into the Regional Brine Management Report. The Report will be submitted in draft form and Woodard & Curran will attend and facilitate a workshop with the JPA, City, CWD, and CMWD (see Task 1) to present and discuss the findings of the report. Comments received from the group will be incorporated into the final Report.

Task 7 Deliverables:

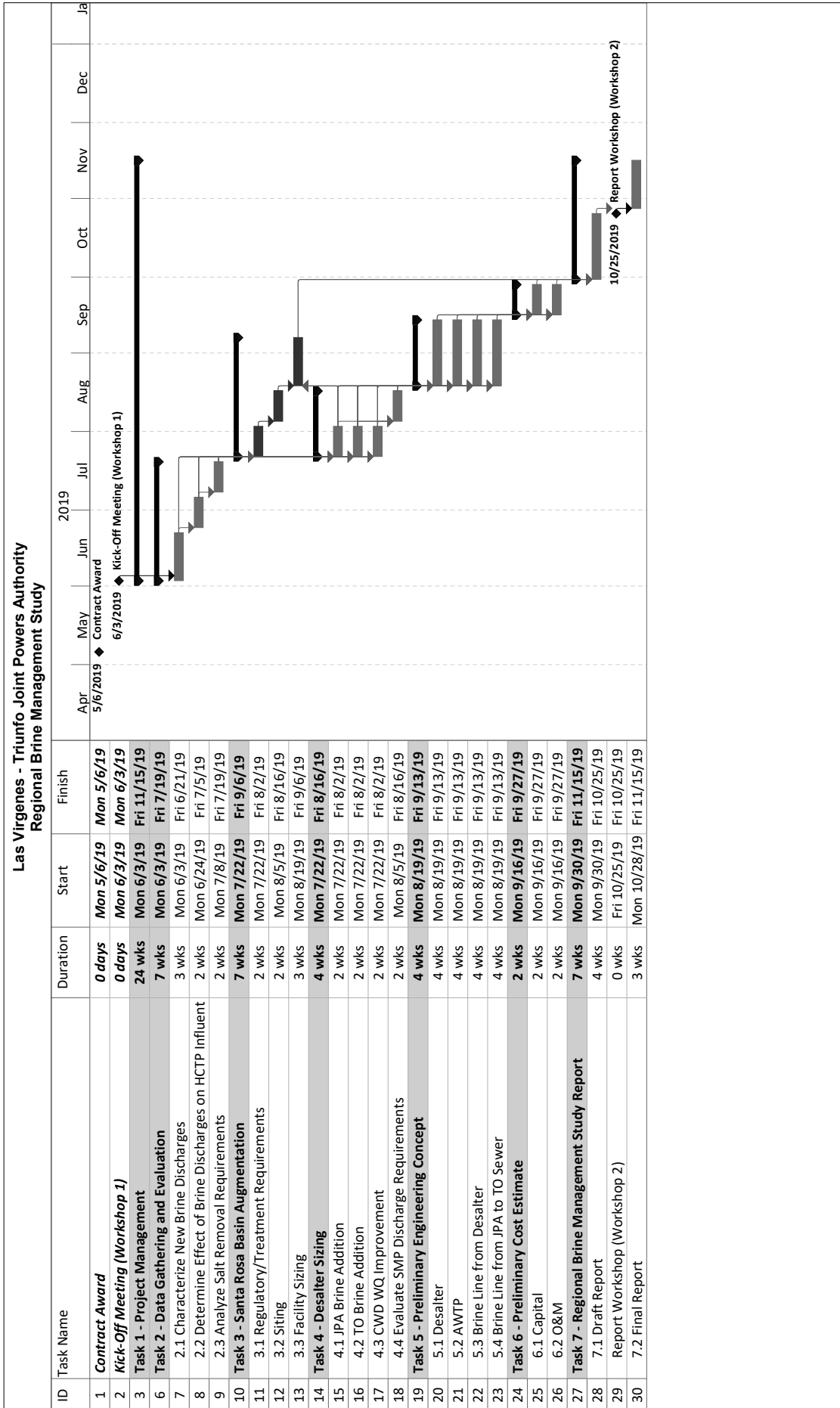
- Draft and final Report (four (4) hard copies and .pdf or Microsoft Word file by email)
- Regional Water Quality Model (Microsoft Word file by email)

Project Schedule

On the following page, Woodard & Curran has developed a detailed 6-month schedule for completion of the Regional Brine Management Study. We believe the schedule is feasible to complete the scope of work outlined in our proposal. As with any project, schedules may be delayed or expedited depending on the following factors:

- Responsiveness to requests for information
- Availability for meetings
- Timely review of comments on draft materials

Woodard & Curran prides itself on proactive schedule management, and if selected for the Study we will work closely with the JPA and its partners to ensure the project stays on track.



Las Virgenes-Triumfo Joint Powers Authority
Regional Brine Management Study
Cost Estimate

	Brian Dietrick Principal In Charge	Matt Eisner Project Manager	Rich Bichette Pipeline Lead	Sunny Huang Treatment	Erica Wolski Water Quality	Jehan Anketell Engineer 2	Ally Davis Engineer 1	TBD Designer 1	Project Admin Admin.	Total W&C Hours	Total Labor Costs (1)	Total ODC's (2)	Total Cost
Task 1: Project Management													
1.1 Project Meetings and Workshops													
Project Kickoff/Rainstorming/Workshop 1	6	8					8	4		26	\$5,744	\$110	\$5,854
Draft Report Presentations/Workshop 2	6	8					8	4		26	\$5,744	\$110	\$5,854
Board/Council Presentations (includes 4)	16	16					4	8		44	\$10,672	\$440	\$11,112
1.2 Project Tracking and Communication		6					12		6	24	\$4,296	\$0	\$4,296
1.3 Quality Assurance and Quality Control	4	2	2	2	2					12	\$3,352	\$0	\$3,352
Subtotal Task 1:	32	40	2	2	2	0	32	16	6	132	\$29,808	660	\$30,468
Task 2: Data Gathering and Evaluation													
2.1 Characterize New Brine Discharges		4					24			28	\$5,016	\$0	\$5,016
2.2 Determine Effect of Brine Discharge on HCTP Influent		4					24			28	\$5,016	\$0	\$5,016
2.3 Analyze Salt Removal Requirements		4					24			28	\$5,016	\$0	\$5,016
Subtotal Task 2:	0	12	0	0	0	0	72	0	0	84	\$15,048	\$0	\$15,048
Task 3: Santa Rosa Basin Augmentation													
3.1 Regulatory/Treatment Requirements	4				12		16			32	\$6,912	\$0	\$6,912
3.2 Facility Siting	2	8					16	4		30	\$5,912	\$0	\$5,912
3.3 Facility Sizing		2		8			24	4		38	\$7,208	\$0	\$7,208
Subtotal Task 3:	6	10	0	8	12	0	56	8	0	100	\$20,032	\$0	\$20,032
Task 4: Desalter Sizing													
4.1 JPA Brine Addition				4			8			12	\$2,424	\$0	\$2,424
4.2 TO Brine Addition				4			8			12	\$2,424	\$0	\$2,424
4.3 CWD WQ Improvement				4			8			12	\$2,424	\$0	\$2,424
4.4 Evaluate SMP Discharge Requirements					8		16			24	\$4,720	\$0	\$4,720
Subtotal Task 4:	0	0	0	12	8	0	40	0	0	60	\$11,992	\$0	\$11,992
Task 5: Preliminary Engineering Concept													
5.1 Desalter		2		4		24		4		34	\$6,680	\$0	\$6,680
5.2 AWTP		2		4		24		4		34	\$6,680	\$0	\$6,680
5.3 Brine Line from Desalter		2	8			16		4		30	\$6,312	\$0	\$6,312
5.4 Brine Line from JPA to City Sewer		2	8			16		4		30	\$6,312	\$0	\$6,312
Subtotal Task 5:	0	8	16	8	0	80	0	16	0	128	\$25,984	\$0	\$25,984
Task 6: Preliminary Cost Estimate													
6.1 Capital		4	8	8		8	32		2	62	\$12,540	\$0	\$12,540
6.2 O&M		4	4	4		8	8		2	26	\$5,268	\$0	\$5,268
Subtotal Task 6:	0	8	8	12	0	16	40	0	4	88	\$17,808	\$0	\$17,808
Task 7: Regional Brine Management Study Report													
7.1 Draft Report	4	8	4	4	4	20	40	16	2	102	\$19,144	\$55	\$19,199
7.2 Final Report	2	4	2	2	2	8	20	8	2	50	\$9,308	\$55	\$9,363
Subtotal Task 7:	6	12	6	6	6	28	60	24	4	152	\$28,452	\$110	\$28,562
TOTAL	44	90	32	48	28	124	300	64	14	744	\$148,124	\$770	\$148,894

1. The individual hourly rates include salary, overhead and profit.
2. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.

Exhibit "A"



2019 Standard Rates	
Labor Category	Rate
Engineer 1 (E1) Scientist 1 (S1) Geologist 1 (G1) Planner 1 (P1) Technical Specialist 1 (TS1)	162
Engineer 2 (E2) Scientist 2 (S2) Geologist 2 (G2) Planner 2 (P2) Technical Specialist 2 (TS2)	187
Engineer 3 (E3) Scientist 3 (S3) Geologist 3 (G3) Planner 3 (P3) Technical Specialist 3 (TS3)	212
Project Engineer 1 (PE1) Project Specialist 1 (PS1) Project Geologist 1 (PG1) Project Planner 1 (PP1) Project Technical Specialist 1 (PTS1)	221
Project Engineer 2 (PE2) Project Specialist 2 (PS2) Project Geologist 2 (PG2) Project Planner 2 (PP2) Project Technical Specialist 2 (TS2)	236
Project Manager 1 (PM1) Technical Manager 1 (TM1)	251
Project Manager 2 (PM2) Technical Manager 2 (TM2)	266
Senior Project Manager (SPM) Senior Technical Manager (STM)	282
Senior Technical Practice Leader (STPL)	310
National Practice Leader (NPL) Strategic Business Unit Leader (SBUL)	320
Software Engineer 1 (SE1)	147
Software Engineer 2 (SE2)	170
Designer 1 (D1)	125
Designer 2 (D2)	155
Designer 3 (D3) Senior Software Developer (SSD)	160
Senior Designer (SD)	165
Project Assistant (PA)	110
Marketing Assistant (MA) Graphic Artist (GA)	118
Senior Accountant (SA) Senior Project Assistant Billing Manager (BM)	129
Marketing Manager (MM) Graphics Manager (GM)	149

Note: The individual hourly rates include salary, overhead and profit. Other direct costs (ODCs) such as reproduction, delivery, mileage (as allowed by IRS guidelines), and travel expenses will be billed at actual cost plus 10%. Subconsultants will be billed as actual cost plus 10%. Woodard & Curran, Inc., reserves the right to adjust its hourly rate structure at the beginning of each year for all ongoing contracts.

OPTIONAL TASKS

Assumptions:

The following assumptions have been incorporated into the proposed scope and fee.

- Monthly progress meetings will be via teleconference call or combined with the scoped meetings.
- Project duration is approximately six months.
- JPA will provide information in electronic format.
- System will be evaluated based on monthly-average flows and concentrations.
- Groundwater augmentation sites and configurations presented will be limited to three options.
- The AWPF will treat permeate from the HCTP Desalter and no additional reverse osmosis will be required.
- Alignment of JPA brine discharge line to City collection system will be as currently proposed in the Pure Water project's Basis of Design Report. Discharge point will be evaluated based on readily-available sewer flow and capacity information.
- Discharge configuration of JPA brine line will be based on City standard drawings.
- SMP discharge station will be based on CWMD standard drawings.

Optional Scope Items:

The following tasks are not included in the proposed scope and might provide value to some or all of the project participants. These services are described in Section 2 – Approach and are summarized in the table below.

Number	Optional Task	Reasoning	Anticipated Level of Effort ¹
0-1	Evaluation of JPA Title 22 discharges to brine line	The Las Virgenes-Triunfo JPA has periods of time during the year when they have excess Title 22 water. This water could be discharged to HCTP through the JPA brine line to avoid "shoulder" month discharges to Malibu Creek.	\$5,000–\$10,000
0-2	Evaluation of effects of brine discharge on HCTP treatment processes	Brine discharges to HCTP will affect influent concentrations. Some of these constituents may have an adverse effect on the physical or biological treatment processes at HCTP.	\$15,000–\$25,000
0-3	Materials (corrosion) evaluation of T.O. sewer path to HCTP	The addition of large quantities of brine into the City collection system will increase the corrosivity of the sewage in localized areas, potentially leading to increased maintenance and/or structural failure.	\$5,000–\$10,000
0-4	Preparation of a funding/ financing plan for the project	A funding/ financing plan would help maximize the potential for grant awards, lowering costs for participants. It would also help determine and justify the allocation of capital and O&M costs between the participating project partners.	\$15,000–\$25,000
0-5	Additional workshops	Additional workshops would help facilitate stakeholder participation in the project and allow additional time to deliberate technical, institutional, and other topics.	\$3,000–\$8,000 per workshop

¹ These are initial estimates only and will ultimately depend on the needs of the JPA and project partners. W&C will provide a formalized scope and fee for any of these upon request.

Exhibit "A"

Via Electronic Mail

June 28, 2019

Eric Schlageter, PE, ENV SP
Senior Engineer
Las Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas, CA 91302

Re: Proposal for Las Virgenes Pure Water Project Regional Brine Management Study – Hydraulic Analysis of the Thousand Oaks Existing Wastewater Collection System

Dear Mr. Schlageter:

Thank you for the opportunity to present our proposal to provide professional engineering services for the Hydraulic Analysis of the Thousand Oaks Existing Wastewater Collection System. This work is intended as an additional set of tasks to be performed as part of the Las Virgenes Pure Water Project Regional Brine Management Study, awarded to Woodard & Curran in May of 2019.

The focus of the study is to evaluate the hydraulic capacity of the sewer collection system within portions of the system that will be impacted by brine flows from the Las Virgenes Pure Water project (assumed to be Units V and W). The analysis will be based on the City's sewer GIS and flows estimated as part of the 2002 City of Thousand Oaks Wastewater Interceptor Master Plan (2002 Master Plan). The work will be directed by our project manager for the Regional Brine Management Study, Matt Elsner, and will be primarily conducted by one of our most experienced sewer master planners, Andy Baldwin (resume enclosed) and his support staff.

The following describes the scope of work. Since this work will be incorporated into the Regional Brine Management Study, which included Tasks 1 through 7, the scope of work for the hydraulic analysis will be identified as "Task 8".

SCOPE

Task 8.1: Review of existing Wastewater Master Plan

- Kickoff Meeting – This includes time for Andy Baldwin to participate by phone in the kickoff meeting already planned for the Regional Brine Management Study. Attendance of other Woodard & Curran personnel at this meeting is already included in the Regional Brine Management Study scope.
- Review of 2002 Master Plan – Focus will be on areas of the Thousand Oaks Wastewater Collection System which would be impacted by approximately 1.0 MGD of brine flow, assumed to be Units V & W on the east side of the collection system.
- Preparation of a Data Request, currently anticipated to include:
 - GIS data – sewer pipe and manhole locations; pipe diameters
 - Wastewater flow metering data (January – April 2019, 15-minute increments): meters at V59-3, W50-13B, U3-5, W24-2
 - 2002 Master Plan (Woodard & Curran has a scanned copy)

Exhibit "A"

Task 8.2: Perform the hydraulic analysis of Unit V and Unit W with the additional brine flows

- Develop a hydraulic model:
 - It is assumed that the existing HydroWorks model is unavailable. A new model will be developed for this analysis using the InfoWorks ICM platform.
 - Pipes and manholes for the sewers downstream of the proposed brine flow will be extracted from the City's current GIS data.
 - Flows will be applied according to the estimates prepared in Table 6 of the 2002 Master Plan for units E, G, U, V, and W.
- Compare current flows:
 - Flows from the current meters will be compared to the flow estimates prepared for the 2002 Master Plan. If necessary, adjustments to the modeled flows will be proposed.
- Perform hydraulic analysis:
 - The capacity of the existing sewers will be evaluated under PDWF and PWWF conditions with and without the proposed brine flow.
 - Three (3) selected locations for a sewer connection in the vicinity of Units V and W. Our team will select these locations in collaboration with LVMWD and Thousand Oaks staff.

Assumptions:

1. GIS data for pipes and manholes are available and can be linked through an ID field. Potential errors in elevation or connectivity data will be referred to the City.
2. Data used to generate the design storm for the 2002 Master Plan are not available. Therefore, the model will be run using steady state conditions with the flows documented in the 2002 Master Plan. If necessary, flows will be subdivided proportionally to tributary area.

Task 8.3: Identify system deficiencies and required improvements (if any)

- Evaluate existing and future capacity deficiencies
 - Quantify available capacities for:
 - Peak flow period
 - Typical dry day (winter)
 - Future (buildout) flow scenario
- Documentation and communication
 - Prepare a draft chapter for inclusion in the draft Regional Brine Management Study Report summarizing findings including tables and maps
 - Project meetings (assumes 2, via telephone conference)
 - Prepare and provide a presentation to LVMWD and Thousand Oaks staff

Assumptions:

1. Buildout flow scenario will be based on flows documented in the 2002 Master Plan. New estimates of potential future flows will not be developed.

Optional Task: Recommend Needed Improvements

- Identify improvements needed to accommodate Las Virgenes Pure Water project brine flows in the Thousand Oaks sewer system

Exhibit "A"

BUDGET

Woodard & Curran proposes to provide LVMWD the above scope of work for a fee not to exceed **\$29,667** to be billed on a time and materials basis according to our contract terms. There is also an optional task for recommendations about needed improvements for **\$6,384**. A proposed fee estimate is shown in the attached table.

SCHEDULE

Our team proposes to complete the draft chapter in 4 weeks, starting from NTP for the Regional Brine Management Study. Conference calls are anticipated at week two and week four.

Sincerely,

WOODARD & CURRAN



Brian Dietrick, P.E.
Principal-in-Charge



Matt Elsner, P.E.
Project Manager

Tasks	Woodard & Curran									
	Labor					ODCs				
	Matt Elsner	Andy Balbwin	Jaclyn Lemieux	Total Hours	Total Labor Costs (1)	ODCs	Total ODCs (2)	Total Fee		
Task 8.1: Review of existing Wastewater Master Plan										
Kickoff Meeting		2		2	\$564	\$175	\$193	\$757		
Data Collection		2	4	6	\$1,314		\$0	\$1,314		
Review of WW Master Plan		4	2	6	\$1,504		\$0	\$1,504		
Subtotal Task 1:	0	8	6	14	\$3,383	\$175	\$193	\$3,576		
Task 8.2: Perform hydraulic analysis of Units V and W										
Develop hydraulic model		8	40	48	\$9,756		\$0	\$9,756		
Compare Current Flows		4	4	8	\$1,879		\$0	\$1,879		
Evaluate hydraulics for connections at three (3) locations	2	4	24	30	\$6,192		\$0	\$6,192		
Subtotal Task 2:	2	16	68	86	\$17,827	\$0	\$0	\$17,827		
Task 8.3: Identify system deficiencies and required improvements										
Evaluate system deficiencies		6	8	14	\$3,193		\$0	\$3,193		
Prepare draft chapter for Regional Brine Mgmt Study Report		4	8	12	\$2,629		\$0	\$2,629		
Project meetings (2 conf. calls)	2	2	4	4	\$1,128		\$0	\$1,128		
Prepare presentation for LVMWD/TO staff		2	4	6	\$1,314		\$0	\$1,314		
Subtotal Task 3:	2	14	20	36	\$8,264	\$0	\$0	\$8,264		
TOTAL (without Optional Task):	4	38	94	136	\$29,474	\$175	\$193	\$29,667		
Optional Tasks:										
Recommend Needed Improvements	8	4	16	28	\$6,384		\$0	\$6,384		
Subtotal Optional Tasks:	8	4	16	28	\$6,384	\$0	\$0	\$6,384		

1. The individual hourly rates include salary, overhead and profit.
 2. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.

Upcoming Meetings

AWA Water Issues	Tue. 09/17, 7:30 am	AWA Conference Room 5156 McGrath St., Ventura
Board Meeting	Wed. 09/18, 5:00 pm	Calleguas Board Room
AWA - Reception for Members/Elected Officials*	Wed. 09/19, 4:30 pm	Ronald Reagan Library
Purveyor Meeting-“Emergency Preparedness”	Mon. 09/23, 10:00 am	Calleguas Board Room
AWA - CCWUC Educational Luncheon*	Wed. 09/25, 11:30 am	Sterling Hills Golf Course 901 Sterling Hills Drive, Camarillo
VCSDA – “The Importance of Grandsen Pump Station for Regional Reliability”*	Tue. 10/01, 5:30 pm	Grandsen Pump Station 4764 Spring Road, Moorpark
Board Meeting	Wed. 10/02, 5:00 pm	Calleguas Board Room
Regional Recycled Water Advanced Purification Center Grand Opening*	Thu. 10/10, 10:00 a.m. RSVP by 10/3	24501 South Figueroa Street Carson, CA 90745
AWA Water Issues	Tue. 10/15, 7:30 am	AWA Conference Room 5156 McGrath St., Ventura
Board Meeting	Wed. 10/16, 5:00 pm	Calleguas Board Room
AWA WaterWise Breakfast*	Thu. 10/17, 7:30 am	Los Robles Banquet Center, 299 S. Moorpark Rd., T.O.
AWA - CCWUC Educational Luncheon*	Wed. 10/23, 11:30 am	Sterling Hills Golf Course 901 Sterling Hills Drive, Camarillo
Purveyor Meeting	Mon. 10/28, 10:00 am	Calleguas Board Room
AWA-Annual Bus Tour*	Mon. 11/04, 8:30 am	AWA Conference Room 5156 McGrath St., Ventura
Board Meeting	Wed. 11/06, 5:00 pm	Calleguas Board Room
Metropolitan SWP Tour	Fri. 11/15 to Sun. 11/17	Calleguas Board Room

* Reservations required. Contact Kara if you would like to attend.

**Summary Report for
The Metropolitan Water District of Southern California
Board Meeting
September 10, 2019**

COMMITTEE ASSIGNMENTS

None. (Agenda Item 5E)

ENGINEERING AND OPERATIONS COMMITTEE

Awarded \$3,634,250 contract to RockForce Construction LLC for Whitewater Erosion Protection Structure Rehabilitation; and authorized an increase of \$50,000 to an agreement with HELIX Environmental Planning, Inc. for a new not-to-exceed total of \$515,000.

(Agenda Item 8-1)

Approved the request for subcontractor substitution for the F.E. Weymouth Water Treatment Plant Chlorination System Upgrades construction contract. (Agenda Item 8-2)

REAL PROPERTY & ASSET MANAGEMENT COMMITTEE

Authorized a 30-year lease with Riverside County Regional Parks and Open Space District to operate a public recreation facility at Lake Skinner. (Agenda Item 8-3)

WATER PLANNING AND STEWARDSHIP COMMITTEE

Reviewed and considered the Fallbrook Public Utilities District's adopted 2016 Final EIS/EIR and Addendum, adopted the Lead Agency's findings and MMRP related to the proposed action, and authorized the General Manager to enter into a Local Resources Program agreement with San Diego County Water Authority and Fallbrook Public Utility District for the Fallbrook Groundwater Desalter Project for up to 3,100 AFY of treated groundwater water under the terms included in the Board letter. (Agenda Item 8-4)

Authorized \$5.0 million for the Stormwater for Direct Use Pilot Program for developing and monitoring of stormwater capture for direct-use projects consistent with the program criteria in Attachment 1 of the Board letter, with the understanding that the pilot program applies to both potable and reclaimed water projects. (Agenda Item 8-5)

CONSENT CALENDAR

In other actions, the Board:

Approved Metropolitan's membership in the California African American Water Education Foundation for three years and authorized payment of dues for \$25,000 per year, with a three-year total amount of \$75,000. (Agenda Item 7-1)

Approved The Metropolitan Water District of Southern California's salary schedules pursuant to CalPERS regulations. **(Agenda Item 7-2)**

Authorized the granting of a ten-year license with an option to renew for five additional years to Fountains La Verne MHP Associates, LP for mobile home park related purposes. **(Agenda Item 7-3)**

Reviewed and considered the Lead Agency's certified Final Environmental Impact Report and take-related CEQA actions, and authorized the granting of a 30-year license to IP Athos, LLC for power line crossings purposes. **(Agenda Item 7-4)**

Reviewed and considered the County of Riverside's certified Final Environmental Impact Report and take-related CEQA actions, and authorized the granting of a 30-year license to Desert Harvest LLC for power line crossings purposes. **(Agenda Item 7-5)**

Authorized the General Manager to increase the amount payable under its agreement with WaterWise Consulting, Inc. by \$300,000 to a maximum amount payable not-to-exceed \$500,000 per agreement year. **(Agenda Item 7-6)**

Approved the Designation of Applicant's Agent Resolution for Non-State Agencies. **(Agenda Item 7-7)**

OTHER MATTERS

Presentation of Commendatory Resolution for Director Gold representing City of Los Angeles. **(Director Gold was not present) (Agenda Item 5C)**

Presentation of Commendatory Resolution for Director Zurita representing the City of Compton. **(Director Zurita was not present) (Agenda Item 5D)**

THIS INFORMATION SHOULD NOT BE CONSIDERED THE OFFICIAL MINUTES OF THE MEETING.

Board letters related to the items in this summary are generally posted in the Board Letter Archive approximately one week after the board meeting. In order to view them and their attachments, please copy and paste the following into your browser:

<http://mwdh2o.com/WhoWeAre/Board/Board-Meeting/Pages/search.aspx>

All current month materials, before they are moved to the Board Letter Archive, are available on the public website here: <http://mwdh2o.com/WhoWeAre/archived-board-meetings>