

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

**BOARD OF DIRECTORS MEETING**

June 07, 2023, 5:00 p.m.

**AGENDA**

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

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

BOARD OF DIRECTORS

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

**2. PUBLIC COMMENTS**

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

To participate:

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

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

Meeting ID: 863 2029 7528

Password: 825427

**3. PRESENTATION**

1. Ventura County Fire Department video from MWD 'One Water' Awards

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

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

**5. CONSENT CALENDAR**

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

- A. Approve the Minutes of the May 17, 2023 Regular Board Meeting
- B. Acting as Fiscal Agent for the Total Maximum Daily Load (TMDL) stakeholders, approve contract services by Larry Walker Associates, California Conservation Corps, Ventura Land Trust, and Farm Bureau of Ventura County
- C. Authorize the General Manager to sign a Site Use Agreement and Temporary Access License Agreement with the Ventura County Fire Protection District
- D. Adopt an Amended Conflict of Interest Code

**6. ACTION ITEMS**

Action Items call for separate discussion and action by the Board for each agendized topic.

**7. REPORTS**

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

**A. GENERAL MANAGER AND STAFF REPORTS**

- 1. Monthly Status Report
- 2. Finance Statements for April 2023 – Dan Smith, Manager of Finance
- 3. Quarterly Consultant Report—Dan Smith, Manager of Finance
- 4. Construction Updates – Fernando Baez, Manager of Engineering
- 5. Report on Metropolitan’s Climate Adaptation Management Plan for Water Workshop: Foundational Terms and Local Interests – Henry Graumlich, Associate General Manager for Water Policy & Strategy

B. GENERAL COUNSEL REPORT

1. General Counsel's Report

C. BOARD OF DIRECTORS REPORTS

1. Directors' List of Administrative Code Reimbursable Meetings
2. Report of ACWA Region 8 Director
3. Report of ACWA Joint Powers Insurance Authority Representative
4. Report of Association of Water Agencies of Ventura County Representative
5. Report of Fox Canyon Groundwater Management Agency Representative
6. Report of Ventura LAFCo Commissioner
7. Report of Metropolitan Water District Director
8. Report of Ventura County Regional Energy Alliance Representative
9. Report of Ventura County Special Districts Association Representative
10. Discussion regarding upcoming meetings to be attended by Board members
11. Request for Future Agenda Items

**8. ADJOURNMENT** to Regular Board Meeting June 21, 2023 at 5:00 p.m.

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

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

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

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

CALLEGUAS MUNICIPAL WATER DISTRICT  
BOARD OF DIRECTORS MEETING  
May 17, 2023

**MINUTES**

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

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

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

Directors Present at District Headquarters: Scott Quady, President  
Andy Waters, Vice-President  
Raul Avila, Secretary  
Jacquelyn McMillan, Treasurer  
Thibault Robert, Director

Staff Present at District Headquarters: Anthony Goff, General Manager  
Kristine McCaffrey, Deputy General Manager  
Fernando Baez, Manager of Engineering  
Grant Burton, Human Resources and Risk Management Manager  
Dan Drugan, Manager of Water Resources and Public Affairs  
Henry Graumlich, Associate General Manager - Water Policy and Strategy  
Ian Prichard, Associate General Manager - Strategic Policy Implementation  
Wes Richardson, Manager of Information Technology  
Steve Sabbe, IT Specialist  
Dan Smith, Manager of Finance  
Kara Wade, Clerk of the Board

Legal Counsel Present at District Headquarters: Walter Wendelstein, Wendelstein Law Group, PC, District Counsel

**2. PUBLIC COMMENTS**

None

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

None

**4. CONSENT CALENDAR**

- A. Approve the Minutes of the May 03, 2023 Regular Board Meeting
- B. Approve Disbursements for the District’s monthly activities for April 2023
- C. Discussion Regarding Resolution No. 2076 Imposing Water Standby Charges
- D. Budget Increase for Professional Services by On-Site Technical Services, Inc. and NV5, Inc.
- E. Budget Increase for Legal Services for Fiscal Year 2022-2023.

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

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

NOES: None

**5. ACTION ITEMS**

- A. Proposed changes to the District’s Administrative Code

The Deputy General Manager said that the purpose of this item was to update the Administrative Code to incorporate recent organizational changes and other necessary modifications and updates. Board members also requested supplemental revisions to be included in the Administrative Code.

On a motion by Director Robert, seconded by Director McMillan, the Board of Directors voted 5-0 to approve the District’s Administrative Code including proposed supplemental revisions requested by the Board to be implemented by staff and legal counsel.

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

NOES: None

- B. Designation of a Board Member to cast an electronic vote for Association of California Water Agencies (ACWA) President, Vice President, and Region 8 Board prior to the September 15, 2023 voting deadline

The General Manager said that this action will allow Calleguas' participation in the election of suitable candidates for ACWA President, Vice President, and Region 8 Board.

On a motion by Director McMillan, seconded by Director Avila, the Board of Directors voted 5-0 to designate Scott Quady to cast an electronic vote for ACWA President, Vice President, and Region 8 Board prior to the September 15, 2023 voting deadline.

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

NOES: None

## **6. REPORTS**

### **A. GENERAL MANAGER AND STAFF REPORTS**

#### **1. General Manager's Report**

The General Manager said that he attended the ACWA Spring Conference in Monterey.

#### **2. First Quarter 2023 Change Order Summary Report—Fernando Baez, Manager of Engineering**

The Manager of Engineering said that Change Order summaries were provided for the following projects:

- LVMWD-CMWD Interconnection (Project No. 450)
- TOD Pump Station Rehabilitation (Project No. 590)
- Lake Sherwood Pump Station Rehabilitation (Project No. 591)

Only the LVMWD-CMWD Interconnection had new change orders during the reporting period. TOD Pump Station Rehabilitation (Project No. 590) and Lake Sherwood Pump Station Rehabilitation (Project No. 591) did not have any new change orders during the reporting period. East Portal Isolation Enhancements (Project No. 601) does not have any change orders and the work is complete.

3. April 2023 Water Use and Sales, March 2023 Power Generation, and April 2023 Investment Summary Reports—Dan Smith, Manager of Finance

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

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

The Manager of Finance presented the report.

5. Water Supply Report—Dan Drugan, Manager of Water Resources and Public Affairs

The Manager of Water Resources and Public Affairs presented the report. He said that there is record storage in all reservoirs along the State Water Project conveyance system. Record snow melt and run off have begun and there is on-going preparation to mitigate flooding.

#### B. GENERAL COUNSEL REPORT

1. General Counsel's Report

Legal Counsel said that he attended the Legal Affairs Committee at the ACWA Spring Conference.

#### C. BOARD OF DIRECTORS REPORTS

1. Directors' List of Administrative Code Reimbursable Meetings
2. Report of ACWA Region 8 Director

Director Quady said he received committee reports.

3. Report of ACWA Joint Powers Insurance Authority Representative

Director Quady said that the ACWA/JPIA Meeting at the ACWA Spring Conference included discussion of workers' compensation, claims, audits, and candidates for ACWA JPIA Executive Committee.

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

No report.



5. Report of Fox Canyon Groundwater Management Agency Representative

No report.

6. Report of LAFCo Commissioner

Director Avila said that the budget was approved and that there was an ongoing sphere of influence review.

7. Report of Metropolitan Water District Director

Director McMillan reported on her participation in the Metropolitan Board and committee meetings of May 8 and 9. The Metropolitan Board approved actions to improve solids handling at Metropolitan's Jensen Treatment Plant, supported a \$20.9 million application to work with the Delta Conservancy to develop a multi-benefit landscape opportunity on the Webb Tract (a delta island owned by Metropolitan), approved continuation of the Cyclic Cost-Offset Program, continued the Standby Charge for Fiscal Year 2023-2024, and provided a conservation update.

8. Report of Ventura County Regional Energy Alliance Representative

No report.

9. Report of Ventura County Special Districts Association Representative

No report.

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

11. Request for Future Agenda Items

Director Quady appointed Director McMillan and Director Robert to an Ad Hoc Committee to plan an Employee Appreciation BBQ in September.

## **7. ADJOURNMENT**

Director Quady declared the meeting adjourned at 6:05 p.m.

Respectfully submitted,

---

Raul Avila, Board Secretary

SCOTT H. QUADY, PRESIDENT  
DIVISION 2

ANDY WATERS, VICE PRESIDENT  
DIVISION 3

RAUL AVILA, SECRETARY  
DIVISION 1

JACQUELYN MCMILLAN, TREASURER  
DIVISION 5

THIBAUT ROBERT, DIRECTOR  
DIVISION 4

ANTHONY GOFF  
GENERAL MANAGER



## BOARD MEMORANDUM

**Date:** June 1, 2023

**To:** Board of Directors

**From:** Dan Smith, Manager of Finance

**Subject:** Item 5.B - Acting as Fiscal Agent for the Total Maximum Daily Load (TMDL) stakeholders, approval of contract services by Larry Walker Associates, California Conservation Corps, Ventura Land Trust, and Farm Bureau of Ventura County

---

**Objective:** The purpose of this item is to contract with various entities on behalf of the TMDL parties as follows:

- Larry Walker Associates to provide monitoring, reporting, and educational outreach services for the Revolon Slough and Beardsley Wash TMDL.
- California Conservation Corps to collect trash from the Revolon Slough and Beardsley Wash.
- Ventura Land Trust to provide monitoring, reporting, and educational outreach services for the Revolon Slough and Beardsley Wash TMDL.
- Farm Bureau of Ventura County to assist the TMDL stakeholders with the management of the TMDL program.

**Recommended Action:** It is recommended that the Board approve the following not-to-exceed contracts for FY 2023-24:

- Larry Walker Associates - \$2,070,900
- California Conservation Corps - \$85,610
- Ventura Land Trust - \$53,370
- Farm Bureau of Ventura County - \$24,000.

**Budget Impact:** No impact to Calleguas Budget

**Discussion:** The Board acts as Fiscal Agent to secure contract services for the stakeholders implementing TMDLs on the watershed. As Fiscal Agent, Calleguas collects funding for TMDL contract services from the parties and pays contract invoices on their behalf. All TMDL funds are accounted for separately from the District's general and construction funds. All funds

necessary to pay for these services will be collected from the parties before payments are made.

SCOTT H. QUADY, PRESIDENT  
DIVISION 2

ANDY WATERS, VICE PRESIDENT  
DIVISION 3

RAUL AVILA, SECRETARY  
DIVISION 1

JACQUELYN MCMILLAN, TREASURER  
DIVISION 5

THIBAUT ROBERT, DIRECTOR  
DIVISION 4

ANTHONY GOFF  
GENERAL MANAGER



## BOARD MEMORANDUM

**Date:** June 1, 2023

**To:** Board of Directors

**From:** Daniel Cohen, Emergency Response Coordinator

**Subject:** Item 5.C – Authorize the General Manager to sign a Site Use Agreement and Temporary Access License Agreement with the Ventura County Fire Protection District

---

**Objective:** The purpose of this item is to enter into two agreements that will allow the Ventura County Fire Protection District (VCFPD) to install and operate a remote water filling site for firefighting helicopters at Calleguas' Wellfield No. 2.

**Recommended Action:** Authorize the General Manager to sign the Site Use Agreement and the Temporary Access License Agreement with the VCFPD.

**Budget Impact:** None

**Discussion:** These agreements with the VCFPD will result in the development of a HeloPod Dip Tank and Cistern System providing a new remote water filling site for firefighting helicopters at Calleguas' Wellfield No. 2. VCFPD geographically and strategically positions remote water filling sites to supply firefighting helicopters, increasing the efficiency of fire response by shortening turnaround times. Calleguas' Wellfield No. 2 is uniquely located in an area with minimal surface water resources and provides a tactically advantageous and secure location for a new remote water filling site to augment protection of District facilities and surrounding communities. The Ventura County Board of Supervisors approved and authorized the Fire Chief and designated signatories of the VCFPD to sign the agreements on May 16, 2023, and the Deputy Fire Chief of the VCFPD signed the agreements on May 25, 2023. The agreements have been reviewed by Legal Counsel.

**Attachments:**

1. Site Use Agreement
2. Temporary Access License Agreement

**SITE USE AGREEMENT  
CALLEGUAS MUNICIPAL WATER DISTRICT WELLFIELD 2**

THIS SITE USE AGREEMENT (“Agreement”) is entered into by and between VENTURA COUNTY FIRE PROTECTION DISTRICT (“VCFPD”) and CALLEGUAS MUNICIPAL WATER DISTRICT (“CMWD”). VCFPD and CMWD may be referred to herein collectively as the “Parties” or individually as a “Party”.

**RECITALS**

**WHEREAS**, the mission of VCFPD is anticipating and responding to the dynamic public safety needs of a diverse community, including fire prevention and education, response and communication; and

**WHEREAS**, the mission of CMWD is to provide its service area with a reliable and supplemental supply of regional and locally developed water in an environmentally and economically responsible manner; and

**WHEREAS**, CMWD is authorized under Water Code §71690 to hold and use real property of every kind and under Water Code §71722 to contract with other public agencies; and

**WHEREAS**, CMWD is the owner of real property commonly referred to as [Wellfield 2] located at 6811 Grimes Canyon Road, Moorpark CA, 93021 (“Wellfield 2”); and

**WHEREAS**, VCFPD owns a HeloPod Dip Tank/Cistern System (the “Dip Tank”) which is a portable/transportable tank and water storage system designed to meet the needs of dynamic fire-fighting air operations; and

**WHEREAS**, VCFPD have requested to locate the Dip Tank at Wellfield 2 for the purposes of fire response, and CMWD is in favor of such a request; and

**WHEREAS**, VCFPD and CMWD are entering into this Agreement for the purposes of setting forth the duties, rights and responsibilities of the Parties with respect to locating the Dip Tank and conducting aerial fire-fighting operations at Wellfield 2.

**NOW, THEREFORE**, in consideration of the covenants and agreements herein, VCFPD and CMWD agree as follows:

1. USE OF SITE. CMWD grants to VCFPD the non-exclusive right to store the Dip Tank at Wellfield 2 for the purposes of fire-fighting operations which may include helicopter aerial operations (the “Operations”) subject to the

terms and conditions of this Agreement, the laws, rules and regulations stated and referenced herein, and other law as is applicable to the Operations. CMWD makes no guarantees, warranties and/or representations as to the adequacy, reliability or suitability of Wellfield 2 and/or CMWD infrastructure and/or water supplies for the use contemplated under this Agreement.

2. SITE LOCATION, MODIFICATIONS AND RESTORATION. The location of the Dip Tank shall be as depicted in **Exhibit “A”** of this Agreement. No modifications are to be made to Wellfield 2 without the express written permission of CMWD. Any damage to Wellfield 2 or improvements arising from storage of the Dip Tank or the Operations shall be repaired or restored by VCFPD as near to the original condition as is practicable, in the discretion of CMWD. Upon termination of this Agreement for any reason, VCFPD agrees to repair or restore the area depicted in Exhibit A as near to the original condition as is practicable, in the discretion of CMWD.
3. ADMINISTRATIVE POLICIES AND OPERATING PROCEDURES. The storage and use of the Dip Tank at Wellfield 2 shall be governed by the Administrative Policies and Operating Procedures attached hereto as **Exhibit B**. In the event of a change or addition to the Administrative Policies and Operating Procedures, CMWD shall be given at least thirty (30) days’ written notice of said change before commencement of storage and use in that manner.
4. AUTHORIZED MATERIALS AND EQUIPMENT. VCFPD shall not store any material or equipment on the Site other than the Dip Tank and material or equipment required to effectuate the Administrative Policies and Operating Procedures, and as specifically identified in the Administrative Policies and Operating Procedures.
5. TERM. The term of this Agreement shall commence on the Effective Date (defined in section 6 below), shall be one year in duration, and shall be subject to annual one year extensions as provided in this paragraph, unless terminated earlier as set forth herein. VCFPD will annually notify CMWD within 90 days of the Effective Date whether it wishes to extend the Agreement. CMWD will provide VCFPD notice within 60 days of the Effective Date whether it agrees to such an extension.
6. EFFECTIVE DATE. This Agreement shall be effective upon the date of the last signature of the Party executing this Agreement.
7. TERMINATION. Either Party may terminate this Agreement for any reason upon 60 days written notice to the other Party.

8. INSURANCE. VCFPD and VCFPD's agents will maintain in force the insurance policies and coverages set forth in Exhibit "D" attached hereto. VCFPD may satisfy the requirements of this Article with evidence of self-insurance or other insurance coverage agreeable to CMWD.

9. INDEMNIFICATION.

9.1 To the fullest extent permitted by law, VCFPD shall defend, indemnify, and hold harmless CMWD and its officers, directors, employees, and agents from and against all claims, liens, lawsuits, liabilities, losses, injuries, damages, penalties, fines, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs, and costs of alternative dispute resolution) arising out of or in any way connected with the negligent acts, errors or omissions, willful misconduct, any untrue representation or warranty, breach or non-fulfillment of any covenant or agreement, and/or violation of any law, ordinance, regulation, order or decree by VCFPD or VCFPD's Agents, directly or indirectly relating to the Operations and/or arising out of this Agreement. VCFPD's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of CMWD. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of CMWD, then VCFPD's indemnification obligation shall only be reduced in proportion to the established comparative liability.

9.2 VCFPD's duty to defend hereunder is a separate and distinct obligation from VCFPD's duty to indemnify. VCFPD shall be obligated to defend CMWD, and its officers, directors, employees, volunteers, and agents, in all legal, equitable, administrative, or special proceedings immediately upon tender to VCFPD of the claim in any form or at any stage of an action or proceeding, whether or not liability has been established. CMWD shall have the right to approve counsel providing such defense. An allegation or determination that persons other than VCFPD are responsible for the claim does not relieve VCFPD from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel (approved by CMWD) if VCFPD asserts that liability is caused in whole or in part by the negligence or willful misconduct of the CMWD or its directors, officers, employees, or agents. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of the CMWD, or its directors, officers, employees, or agents, VCFPD may submit a claim to CMWD for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the CMWD.

9.3 VCFPD expressly acknowledges and agrees that the foregoing defense, indemnity, and hold harmless obligations of Licensee are intended to be as broad and inclusive as is permitted by the laws of the State of California and will survive termination of this Agreement such that such obligations shall extend to all claims, lawsuits, liabilities, losses, injuries, damages, penalties, fines,



judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs, and costs of alternative dispute resolution) which may occur or arise after completion of the Operations or termination of this Agreement for any reason, attributable directly or indirectly to VCFPD or VCFPD's Agents.

9.4 Submission of insurance certificates or submission of other proof of compliance with the insurance requirements of this Agreement does not relieve VCFPD from liability under this indemnity section. The obligations of this indemnity section shall apply, whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. The obligations of this indemnity section shall not be limited to the proceeds of any insurance.

9.5 The indemnification, defense and hold harmless requirements set forth in this Agreement shall apply to the acts and/or omissions of any agent, assistor, VCFPD, entity, individual, mutual aid participant, or subcontractor authorized by VCFPD to use the Dip Tank during any Operations.

10. WAIVER. VCFPD hereby waives all claims against CMWD and its Board members, employees, insurers and officers for any injury to any person or damage to or loss of property arising out of or in any way connected with the storage of the Dip Tank or the Operations contemplated by this Agreement.
11. NO ASSIGNMENT. The rights granted under this Agreement are personal to VCFPD, its successors and assigns, if any, and shall not be transferred, in whole or in part, or assigned by VCFPD or a successor public entity of VCFPD, without the prior written consent of CMWD, which consent shall not be unreasonably withheld.
12. NOTICE. Notices required to be given hereunder to VCFPD shall be delivered in person or by U.S. mail service to County of Ventura, 800 S. Victoria Avenue, Ventura, California 93009. All notices to CMWD shall be delivered to 2100 Olsen Road, Thousand Oaks, CA 91360.
13. PARTIAL INVALIDITY. If any provision of this Agreement shall be determined to be invalid, void or illegal by a court of competent jurisdiction, such provision shall be construed and amended in a manner that would permit its enforcement, but in no event shall such provision affect, impair or invalidate any other provision hereof.
14. NO WAIVER. No waiver of any default or defaults hereunder shall operate or be construed as a waiver of any other default or defaults, whether of a like or different character.
15. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the Parties hereto with respect to the subject matter hereof and no obligations other than those set forth herein or therein will be recognized.

16. MODIFICATIONS. This Agreement may only be modified in writing and executed by the Parties hereto.
17. INTERPRETATION. This Agreement shall be construed as a whole in accordance with its fair meaning and not strictly for or against any Party hereto.
18. ARTICLE HEADINGS. Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.
19. CALIFORNIA LAW/VENUE. This Agreement shall be governed by, and the rights, duties, and obligations of the Parties shall be determined in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the County of Ventura, State of California.
20. INCORPORATION OF RECITALS AND EXHIBITS. The Recitals and Exhibits attached hereto are incorporated herein by reference.

The Exhibits attached to this Agreement are:

- Exhibit A: Depiction of Site**
- Exhibit B: Administrative Policies and Operating Procedures**
- Exhibit C: Hazardous Materials**
- Exhibit D: Insurance Requirements**

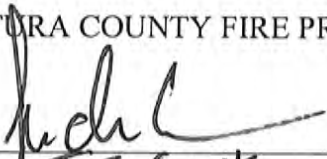
IN WITNESS WHEREOF, this Agreement is executed on the dates set forth next to the respective signatures of the Parties.

CALLEGUS MUNICIPAL WATER DISTRICT

By \_\_\_\_\_  
 Name:  
 Title:

Date: \_\_\_\_\_, 2023

VENTURA COUNTY FIRE PROTECTION DISTRICT

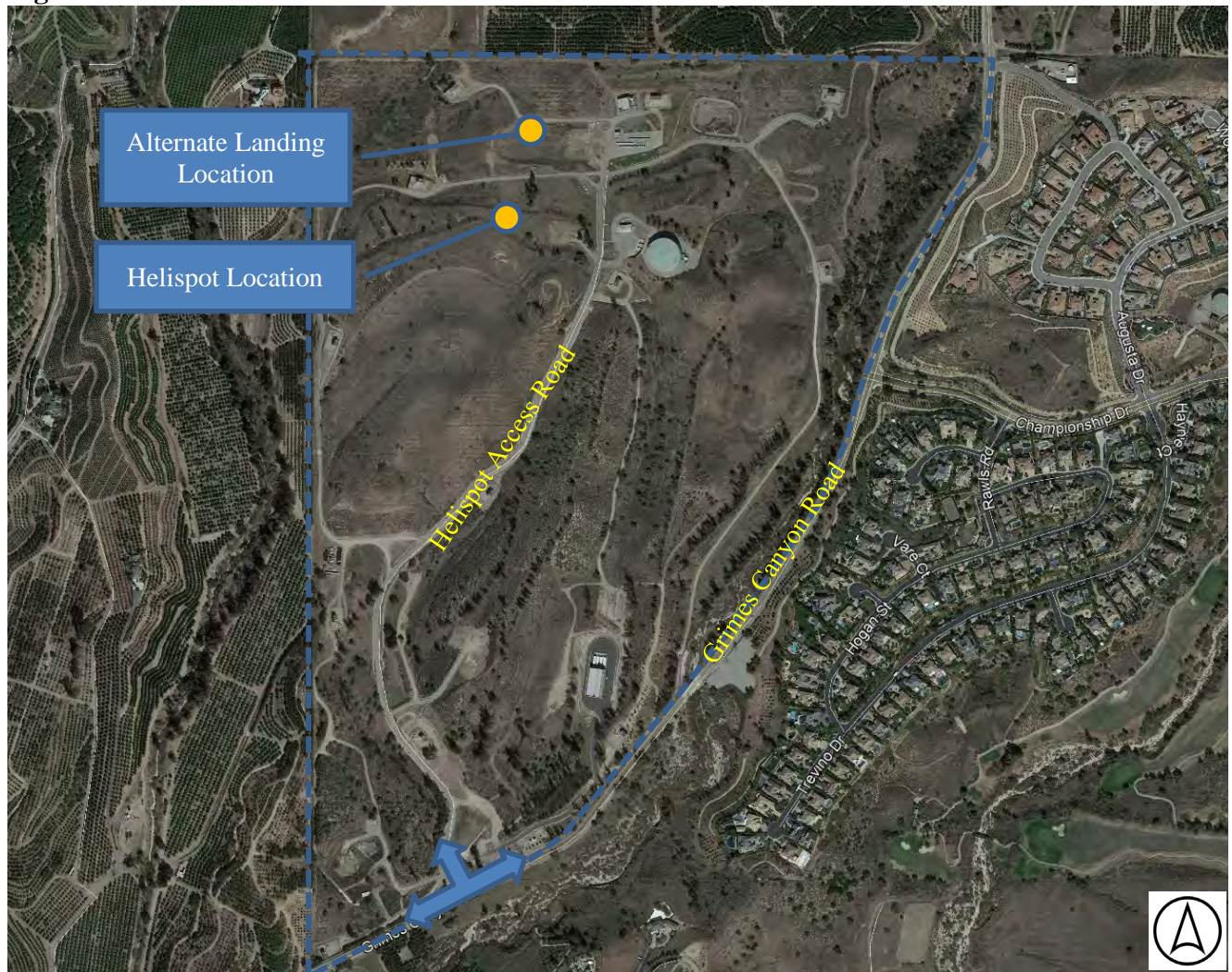
By   
 Name: J.C. Cook  
 Title: Deputy Fire Chief

Date: 5/25/, 2023



**EXHIBIT A – DEPICTION OF SITE**

**Figure 1: Wellfield 2 Site**





**Figure 2: Helispot Location Overview**





**Figure 3: Helispot Vicinity Diagram**



**Footnotes:**

- The Chlorine Building depicted in Figure 3 houses up to twenty 1-ton cylinders of chlorine gas.
- The Ammonium Hydroxide Storage facility depicted in Figure 3 consists of two 4900-gallon storage tanks and could contain up to a total 9800 gallons of ammonium hydroxide.

## **EXHIBIT B – ADMINISTRATIVE POLICIES AND OPERATING PROCEDURES**

### **I. National Wildfire Coordinating Group Standards**

CMWD and VCFPD have accepted the National Wildfire Coordinating Group (NWCG) Standards for Helicopter Operations of May 2019. VCFPD shall apply guidelines, parameters, and procedures in the NWCG Standards to all helicopter operations at Wellfield 2.

### **II. Operating Parameters**

Wellfield 2 is only to be utilized for helicopter operations and supporting ground activities on an emergency basis. All operations should be conducted within the confines of the locations on the property that are depicted in Exhibit A, Figure 2. Any planning, preparedness, training/exercise, maintenance, or other related activities conducted by VCFPD at Wellfield 2 must be coordinated with CMWD in advance.

### **III. Interagency Communications**

VCFPD shall notify CMWD any time the Helispot is operated for any reason. During an emergency incident, VCFPD personnel shall notify CMWD in the following order until communications are established with one of the following points of contact:

- Primary Contact  
Daniel Cohen  
Emergency Response Coordinator  
Cell: (805) 504-5701  
Office: (805) 579-7134
  
- Secondary Contact  
Rob Peters  
Manager of Operations and Maintenance  
Cell: (805) 432-6734  
Office: (805) 579-7136
  
- 24-Hour Contact  
Calleguas Operations Control Room  
(805) 579-7137  
(805) 526-9323

Likewise, CMWD shall notify VCFPD in advance if CMWD plans to conduct any nonemergency activities at Wellfield 2 that could temporarily inhibit Helispot operations or pose a safety concern to personnel or the public. During times when such temporary activities are being conducted and an emergency incident occurs, CMWD shall, if possible, temporarily return the Helispot to its normal operating conditions and notify VCFPD when any temporary hazards are removed or mitigated.

If there is an operational incident or emergency at Wellfield 2 in which CMWD needs VCFPD to terminate helicopter operations, CMWD shall immediately notify VCFPD in the following order until communications are established:

- Fire Communication Center Supervisor – (805) 388-4294
- VCFPD Duty Chief – (805) 388-4489

## **EXHIBIT C – HAZARDOUS MATERIALS**

Various hazardous materials are stored and used at Wellfield 2 for the purpose of disinfecting drinking water entering CMWD's distribution system. An accidental release of certain chemical substances onsite could create lethally dangerous atmospheric conditions to anyone who is exposed.

VCFPD is responsible for ensuring employees and any agent, assistor, VCFPD, entity, individual, mutual aid participant, or subcontractor authorized by VCFPD to support helicopter operations at Wellfield 2 are aware of hazardous materials located at Wellfield 2, health and safety hazards posed by these hazardous materials, and emergency response procedures in the event of a release of any hazardous materials. Hazardous materials of significance and response procedures during an emergency are described in Sections C-I and C-II.

### **I. Chlorine Gas**

CMWD stores up to twenty 1-ton cylinders, totaling 40,000 pounds, of chlorine gas in the Chlorine Building at Wellfield 2, as displayed on the property in Exhibit A, Figure 3. The Chlorine Building is constructed of concrete block and is remotely monitored 24-hours a day in CMWD's Control Room. Chlorine gas is roughly 2.5 times heavier than air, meaning it generally moves downhill with gravity to settle in low lying areas when wind conditions are calm.

Comprehensive information regarding the properties, hazards, and toxicity of chlorine gas is provided in Safety Data Sheets (SDS) at the following link: [Chlorine Gas SDS.pdf](#). More information on chlorine gas release scenarios, alert and prevention methods, and response procedures specific to Wellfield 2 are included in the following sections.

#### **A. Release Scenarios**

In a worst-case scenario, one full, 1-ton cylinder of chlorine gas is released into the atmosphere within ten minutes and without mitigation by the scrubber. An accidental release of chlorine gas of this magnitude could impact the entire Wellfield 2 property as well as surrounding communities, with an area of concern extending up to 2.6 miles from the Chlorine Building depending on wind speed and direction.

The alternate release scenario assumes a more realistic release of chlorine gas from one full, 1-ton cylinder, which includes confinement within the Chlorine Building and mitigation by the scrubber. The design standard for the scrubber involves absorption and neutralization of 90% of the chlorine gas, resulting in an unmitigated release of 133 lbs. of chlorine gas and an area of toxic concern extending approximately 374 yards around the Chlorine Building depending on wind speed and direction. This area of concern is limited to the Wellfield 2 property and roughly 295 yards north of the property, including the sites of the Helispot and alternate landing location.

#### **B. Alert and Prevention Methods**

Emergency Detection System: The Emergency Detection System (EDS) is a system of triggers and actions controlled by CMWD's Supervisory Control and Data Acquisition (SCADA) system. The primary triggers for the EDS are the multiple on-line chlorine sensors located in the Chlorine Storage Room and the Chlorinator Room. If chlorine is detected in the facility, the EDS engages the following chlorine system shutdown procedure:



- Visual and audible alarms alert nearby personnel,
- Off-site operators are notified,
- Motorized actuators close header valves,
- Room ventilation is stopped,
- Chlorine scrubber is activated at 10 ppm.

The EDS shutdown and notification procedures serve as an initial notification and automated response in the event of a chlorine leak and would be followed by a coordinated and planned response.

*Chlorine Scrubber:* A dry scrubber system, located next to the chlorine storage room, utilizes Chlorosorb II dry filter media. When the scrubber is activated, the building ventilation system shuts down. An exhaust blower pulls air from the chlorine storage and chlorinator rooms into the scrubber. The scrubber blower has a capacity of 5,600 cfm. The scrubber system is designed to treat 2,000 pounds of chlorine, absorbing and neutralizing 90% of the chlorine gas released from a full 1-ton cylinder.

### **C. Response Procedures**

The chemical and mechanical systems inside and supporting the Chlorine Building are programmed to control, confine, and mitigate the impacts of a detected chlorine leak. However, even during a mitigated chlorine release, areas of toxic concern extend approximately 374 yards around the Chlorine Building. Therefore, any time chlorine gas is detected through physical observation or the CMWD’s alarm system, helicopter operations must cease immediately. Helicopter pilots and passengers must vacate the premises. All ground personnel must evacuate the property through the main access gate unless conditions dictate otherwise. If wind conditions create a hazardous environment at, or in the direction of, the main access gate before personnel are able to evacuate the premises, personnel shall evacuate to a safe area on the property upwind and uphill from the Chlorine Building.

The EDS alarms, notifications, and automated actions serve as the initial response to a chlorine release. The initial response of onsite personnel is to cease all operations and evacuate. CMWD staff will reestablish communication with VCFPD to remotely confirm all personnel have safely evacuated and carry out a coordinated and planned response in accordance with the CMWD Emergency Response Plan.

The health and safety of CMWD and VCFPD employees, mutual aid participants, and the public are paramount. Aerial and ground operations will not be permitted to resume until an effective hazardous materials response has been completed and an “all clear” has been declared by CMWD’s Incident Commander or Unified Command.

## **II. Ammonium Hydroxide**

CMWD may store up to 9,800 gallons of ammonium hydroxide inside of two 4,900 gallon tanks at the Ammonium Hydroxide Storage area, as depicted in Exhibit A, Figure 3. Vaporized ammonium hydroxide is lighter than air and generally dissipates into the atmosphere.

Comprehensive information regarding the properties, hazards, and toxicity of ammonium hydroxide is provided in Safety Data Sheets (SDS) at the following link: [Ammonium Hydroxide](#)

[SDS.pdf](#). More information on ammonium hydroxide release prevention methods and response procedures are included in the following sections.

### **A. Release Scenarios**

Both assumed scenarios involve the release of a full tank containing 4,900 gallons of 19% aqueous ammonia at ambient temperature and atmospheric pressure. In all release scenarios, it is assumed that all contents of ammonium hydroxide will be contained in the secondary containment area.

The worst-case scenario assumes a direct release from an ammonium hydroxide storage tank within ten minutes, resulting in an area of toxic concern extending to a radial area of 0.2 miles surrounding the Ammonium Hydroxide Storage area. This area extends approximately 250 feet north of the property line into an agricultural area surrounding the property.

An alternate release scenario assumes a leak from a cracked two-inch pipe in the injection system. The area of toxic concern for this scenario would be limited to 0.1 miles around the storage area and would not extend beyond the confines of the property. However, the locations of both the Helispot and alternate landing location are within this area of concern.

### **B. Alert and Prevention Methods**

All equipment in the ammonium hydroxide injection system is either located within the secondary containment area or designed to divert any leaks from the delivery system back into the secondary containment area. Delivery pipelines of the injection system are double walled to prevent any uncontrolled releases of ammonium hydroxide into the environment and channel any accidental leaks or spills back into the secondary containment area. The ammonium hydroxide system is also equipped with a leak detection device with an audible alarm which would be activated in the event of a leak in the system.

### **C. Response Procedures**

The ammonium hydroxide injection system is designed to confine leaks and prevent uncontrolled releases of aqueous ammonia through secondary containment. However, mitigation measures do not prevent the toxic area of concern from extending into areas where the Helispot and alternate landing located are located. Therefore, any time a release of ammonium hydroxide is detected through physical observation or CMWD's alarm system, helicopter operations must cease immediately. Helicopter pilots and passengers must vacate the premises and all ground personnel must safely relocate to the evacuation area in the southwest corner of the property near the main access gate.

The alarm, secondary containment, cease of operations, and evacuation of onsite personnel serve as the initial response to a release of ammonium hydroxide. CMWD staff will reestablish communications with VCFPD to confirm all personnel have safely evacuated and carry out a coordinated and planned response in accordance with the CMWD Emergency Response Plan.

The health and safety of CMWD and VCFPD employees, mutual aid participants, and the public are paramount. Aerial and ground operations will not be permitted to resume until an effective hazardous materials response has been completed and an "all clear" has been declared by CMWD's Incident Commander or Unified Command.

## EXHIBIT D – INSURANCE REQUIREMENTS

In accordance with Section 8 of the Site Use Agreement, the following insurance requirements must be complied with by VCFPD and VCFPD's Agents. Any reference in this Exhibit D to "VCFPD" shall refer to both VCFPD and VCFPD's Agents. Any reference in this Exhibit B to "District" shall refer to CMWD.

VCFPD shall, at its sole cost and expense, obtain and maintain at all times during performance of Operations under the Agreement, including any warranty period(s), the liability insurance as outlined in this section. Throughout the period that such insurance is required, VCFPD shall (i) file with the District a certificate or certificates of insurance, with all required additional policy endorsements, signed by the insurer's representative evidencing that such insurance coverage is in effect, and (ii) provide the District with such other documents and/or instruments requested by the District evidencing VCFPD's compliance with this section. VCFPD shall obtain insurance of the types and in the amounts described below.

VCFPD may satisfy the following insurance requirements through a combination of commercial insurance, formal risk pooling and/or a self-funded loss reserve that meets the limits set forth herein. VCFPD shall furnish CMWD with a certificate or other written evidence of VCFPD's coverage meeting the following insurance requirements under a risk pooling, risk retention or self-insurance program or any combination thereof.

### 1. Workers' Compensation and Employer's Liability Insurance

- a. At all times during the entire period of performance of Operations under the Agreement, VCFPD and all VCFPD Agents shall maintain Workers' compensation and employer's liability insurance covering all persons employed directly by them or through VCFPD in carrying out the Operations, all in accordance with the "Workers' Compensation and Insurance Act" set forth in the California Labor Code and any amendments thereto. Workers' compensation insurance shall not be required for contracts to furnish materials and equipment only. The commercial umbrella and/or employer's liability limits shall not be less than one million dollars (\$1,000,000) each accident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.
- b. VCFPD waives all rights against the District, the public and private owners of all properties where the Operations will be performed, and their respective directors, officers, employees, agents, and/or volunteers for recovery of damages to the extent these damages are covered by the Workers' compensation and employer's liability or commercial umbrella liability insurance obtained by VCFPD pursuant to the Agreement.

### 2. Liability Insurance Required of the VCFPD

- a. VCFPD shall at all times maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than Three Million Dollars (\$3,000,000) each occurrence with not less than a Ten Million Dollar annual

aggregate (\$10,000,000). CGL insurance shall be written on ISO occurrence form CG 00 01 12 07 (or a substitute form providing equivalent coverage) and shall cover liability – including for bodily injury and property damage - arising from premises liability, operations liability, pollution liability, use of aircraft liability, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract. There shall be no exclusions for liability assumed by contract, liability for pollution, or liability for use of aircraft.

- b. The Additional Insured parties are defined as Calleguas Municipal Water District, the public and private owners of all properties where the Operations will be performed, and their respective directors, officers, employees, agents, and volunteers. The Additional Insured parties shall be included as insureds under the commercial umbrella, if any, and under the CGL, using ISO additional insured endorsements CG 20 10 and CG 20 37 or their equivalent. Additional insured coverage as required in this subparagraph shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Additional Insured parties. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the Additional Insured parties. Any insurance, self-insurance, or other coverage, if any, maintained by the Additional Insured parties shall be non-contributory.
- c. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract, or liability arising from explosion, collapse, or underground property damage.

### 3. Automobile Liability

- a. VCFPD shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than One Million Dollars (\$1,000,000) each accident.
- b. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
- c. Business auto coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
- d. VCFPD waives all rights against the District, the public and private owners of all properties where the Operations will be performed, and their respective directors, officers, employees, agents, and/or volunteers for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by VCFPD pursuant to Section 3.a or under any applicable auto physical damage coverage.

### 4. Additional Requirements. With respect to all insurance required to be maintained by VCFPD, VCFPD shall comply, or ensure compliance, with all of the following:

- a. Promptly upon the District's request, VCFPD shall provide the District with a

- certificate or certificate(s) of insurance (ACORD Form 25 or its equivalent) and such other evidence satisfactory to the District establishing that such coverage applies separately and exclusively to Operations performed pursuant to the Agreement.
- b. Failure of the District to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the District to identify a deficiency from evidence that is provided shall not be construed as a waiver of VCFPD's obligation to maintain such insurance.
  - c. Any failure to comply with reporting or other provisions of any insurance policy, including, without limitation, breaches of warranties, shall not affect the coverage provided to the Additional Insured parties.
  - d. VCFPD's insurance shall apply separately to each of the Additional Insured parties against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - e. VCFPD shall notify the District at least thirty (30) Calendar Days prior to any changes made to any of the insurance policies required hereunder, including, without limitation, any change in the insurance carrier or the scope of coverage.
  - f. All of the insurance shall be provided on policy forms satisfactory to the District.
  - g. VCFPD shall provide certified copies of all insurance policies and/or certificates or other written evidence of coverage required above within ten (10) Calendar Days of written request by the District.
  - h. In the event that VCFPD employs other individuals and/or entities as part of the services covered by the Agreement, it shall be the VCFPD's responsibility to require and confirm that each individual and/or entity meets the minimum insurance requirements specified herein or such other insurance requirements approved by the District in writing. When requested by the District, VCFPD shall furnish copies of certificates of insurance evidencing coverage for each such individual and/or entity .
  - i. By requiring insurance herein, the District does not represent that coverage and limits will necessarily be adequate, and such coverage and limits shall not be deemed as a limitation on VCFPD's liability under the indemnities granted to the District under the Agreement.
  - j. VCFPD shall notify the District immediately if any aggregate insurance limit is exceeded at any point during the term of the Agreement, including during the warranty period. In such a case, VCFPD shall promptly purchase additional insurance coverage to meet the requirements of the Agreement.

## TEMPORARY ACCESS LICENSE AGREEMENT

This Temporary Access License Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Calleguas Municipal Water District (“Licensor”) and Ventura County Fire Protection District (“Licensee”).

### RECITALS

A. Licensor owns certain real property located in Ventura County, California commonly described as 6811 Grimes Canyon Road (the “Licensor Property”).

B. Licensee desires to obtain a temporary, non-exclusive license (the “License”) on, over, and across the Licensor Property for the purpose of performing tree and brush clearing, land compacting, laying concrete and surrounding ground filler materials, and related activities on Licensor’s Property. The tree and brush clearing, land compacting, laying concrete and surrounding ground filler materials, and related activities, are to be performed to provide sufficient clearance and a safe, stable surface to utilize the Licensor Property as a potential staging area for aerial fire-fighting operations. The authorization to perform such aerial fire-fighting operations is not the purpose of this Agreement, and will be set forth in a separate agreement.

C. Licensor is willing to convey the License to Licensee for the purpose set forth in this Agreement, subject to and in conformance with the terms and conditions set forth herein.

### TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of License.** Licensor hereby conveys to Licensee a temporary, non-exclusive, revocable license on, over and across the Licensor’s Property for the sole purpose of performing tree and brush clearing, laying concrete and surrounding ground filler materials, and related activities (the “Work”). The grant of license hereunder shall include Licensee and all agents, contractors, consultants, employees, and subcontractors of License (“Licensee’s Agents”) who shall also have the right to enter upon and use the Licensor’s Property for the purposes permitted by this Agreement. The License granted hereunder shall be in effect commencing on \_\_\_\_\_, 2023 and terminating on \_\_\_\_\_, 2023. Licensee shall provide notice in writing to Licensor 24 hours prior to the commencement of Work. All Work will be performed between 8:00 a.m. and 5:00 p.m. on the designated dates and in the presence of a Licensor inspector as described in this Agreement. The Work hours may be altered by a written amendment or modification to this Agreement signed by both parties in accordance with Section 8 of this Agreement.

2. **Condition of the Licensor Property.** Licensee accepts the License to the Licensor Property in “as is” condition, without warranties, either express or implied, and “with all faults”, including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Licensee and Licensee’s Agents shall enter upon the Licensor Property at their sole risk and hazard, and Licensee and its successors and assigns, hereby release Licensor from any claims

relating to the condition of the Licensor Property and the entry upon the Licensor Property by Licensee and Licensee's Agents.

3. **Reservation by Licensor.** Licensor hereby reserves the right to use the Licensor Property for any use not inconsistent with Licensee's authorized use of the Licensor Property under this Agreement.

4. **Damage to License Area and Adjacent Areas.** During the term of this Agreement, Licensee shall be responsible for any damage done by Licensee or Licensee's Agents to the Licensor Property and property adjacent to the Licensor Property. If the Licensor Property, or adjacent property is damaged by Licensee or Licensee's Agents, Licensee shall, at its sole cost and expense, promptly repair any such damage and restore such property to the same or better condition that existed before such damage.

5. **Indemnification.**

5.1 To the fullest extent permitted by law, Licensee shall defend, indemnify, and hold harmless the Licensor and its officers, directors, employees, and agents from and against all claims, liens, lawsuits, liabilities, losses, injuries, damages, penalties, fines, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs, and costs of alternative dispute resolution) arising out of or in any way connected with the negligent acts, errors or omissions, willful misconduct, any untrue representation or warranty, breach or non-fulfillment of any covenant or agreement, and/or violation of any law, ordinance, regulation, order or decree by Licensee or Licensee's Agents, directly or indirectly relating to the Work and/or arising out of this Agreement. Licensee's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of Licensor. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the Licensor, then Licensee's indemnification obligation shall only be reduced in proportion to the established comparative liability.

5.2 Licensee's duty to defend hereunder is a separate and distinct obligation from Licensee's duty to indemnify. Licensee shall be obligated to defend the Licensor, and its officers, directors, employees, volunteers, and agents, in all legal, equitable, administrative, or special proceedings immediately upon tender to Licensee of the claim in any form or at any stage of an action or proceeding, whether or not liability has been established. The Licensor shall have the right to approve counsel providing such defense. An allegation or determination that persons other than Licensee are responsible for the claim does not relieve Licensee from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel (approved by the Licensor) if Licensee asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Licensor or its directors, officers, employees, or agents. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of the Licensor, or its directors, officers, employees, or agents, Licensee may submit a claim to the Licensor for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Licensor.

5.3 Licensee expressly acknowledges and agrees that the foregoing defense,

indemnity, and hold harmless obligations of Licensee are intended to be as broad and inclusive as is permitted by the laws of the State of California and will survive termination of this Agreement such that such obligations shall extend to all claims, lawsuits, liabilities, losses, injuries, damages, penalties, fines, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs, and costs of alternative dispute resolution) which may occur or arise after completion of the Work or termination of this Agreement for any reason, attributable directly or indirectly to Licensee or Licensee's Agents.

5.4 Submission of insurance certificates or submission of other proof of compliance with the insurance requirements of this Agreement does not relieve Licensee from liability under this indemnity section. The obligations of this indemnity section shall apply, whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. The obligations of this indemnity section shall not be limited to the proceeds of any insurance.

5. **Insurance.** Licensee and Licensee's Agents will maintain in force the insurance policies and coverages set forth in Exhibit "B" attached hereto.

6. **Inspection.** At all times that Work is performed by Licensee or Licensee's Agents, an inspector of Licensor will be present to observe the work performed.

7. **Notices.** Licensee agrees to provide advanced written notice required hereunder by email to Rob Peters at [RPeters@calleguas.com](mailto:RPeters@calleguas.com) or any other individual designated in writing by Licensor.

8. **Miscellaneous.** This Agreement (including all attached Exhibits) constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the parties. This Agreement shall be construed in accordance with and governed by the laws of the State of California. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect; provided, however, the invalid provision does not have a materially adverse effect on Licensor. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Licensee hereby agrees not to record this Agreement or any memorandum thereof in the proper county records against the Licensor Property.

*[Signatures to Follow]*



IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

**LICENSOR:**

**LICENSEE:**

CALLEGUAS MUNICIPAL  
WATER DISTRICT,  
a municipal water district of the  
State of California

VENTURA COUNTY FIRE PROTECTION  
DISTRICT

By: \_\_\_\_\_

By: Joseph Chad Cook.

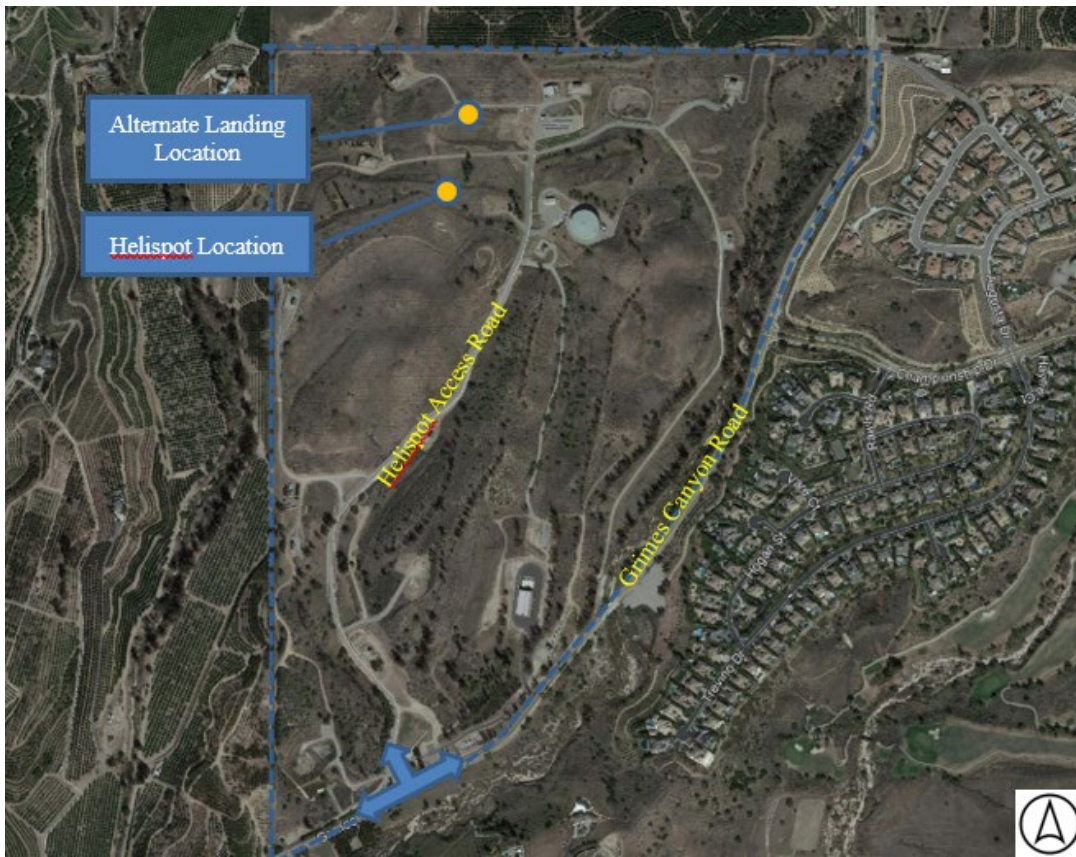
Name: \_\_\_\_\_

Name: JOSEPH CHAD COOK.

Title: \_\_\_\_\_

Title: DEPUTY FIRE CHIEF.

# Exhibit A Depiction of Site



## **Exhibit B Insurance Requirements**

In accordance with Section 6 of the Temporary Access License Agreement, the following insurance requirements must be complied with by Licensee and Licensee's Agents. Any reference in this Exhibit B to "Contractor" shall refer to both Licensee and Licensee's Agents. Any reference in this Exhibit B to "District" shall refer to Licensor.

Contractor shall, at its sole cost and expense, obtain and maintain at all times during performance of work on a Work under the Agreement, including any warranty period(s), the liability insurance as outlined in this section. Throughout the period that such insurance is required, Contractor shall (i) file with the District a certificate or certificates of insurance, with all required additional policy endorsements, signed by the insurer's representative evidencing that such insurance coverage is in effect, and (ii) provide the District with such other documents and/or instruments requested by the District evidencing Contractor's compliance with this section. Contractor shall obtain insurance of the types and in the amounts described below.

Contractor may satisfy the following insurance requirements through a combination of commercial insurance, formal risk pooling and/or a self-funded loss reserve that meets the limits set forth herein. Contractor shall furnish the District with a certificate or other written evidence of the Contractor's coverage meeting the following insurance requirements under a risk pooling, risk retention or self-insurance program or any combination thereof.

### 1. Workers' Compensation and Employer's Liability Insurance

- a. At all times during the entire period of performance of work on a Work under the Agreement, including throughout the warranty period(s) required under the Agreement, the Contractor and all subcontractors shall maintain workers' compensation and employer's liability insurance covering all persons employed directly by them or through subcontractors in carrying out the Work, all in accordance with the "Workers' Compensation and Insurance Act" set forth in the California Labor Code and any amendments thereto. Workers' compensation insurance shall not be required for contracts to furnish materials and equipment only. The commercial umbrella and/or employer's liability limits shall not be less than one million dollars (\$1,000,000) each accident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.
- b. Contractor waives all rights against the District, the public and private owners of all properties where the work will be performed, and their respective directors, officers, employees, agents, and/or volunteers for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to the Agreement.

### 2. Commercial General Liability Insurance

- a. Contractor shall at all times maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than Three Million Dollars (\$3,000,000) each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to work performed under

this Agreement by including ISO Designated Construction Work(s) General Aggregate Limit endorsement CG 25 03 or a substitute providing equivalent coverage. CGL insurance shall be written on ISO occurrence form CG 00 01 12 07 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract.

- b. The Additional Insured parties are defined as Calleguas Municipal Water District, the public and private owners of all properties where the work will be performed, and their respective directors, officers, employees, agents, and volunteers. The Additional Insured parties shall be included as insureds under the commercial umbrella, if any, and under the CGL, using ISO additional insured endorsements CG 20 10 and CG 20 37 or their equivalent, including coverage for the Additional Insured parties with respect to liability arising out of the completed operations of the Contractor. Completed operations coverage shall be maintained in effect for the benefit of the Additional Insured parties for a period of two (2) years following the completion of the Work. Additional insured coverage as required in this subparagraph shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Additional Insured parties. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the Additional Insured parties. Any insurance, self-insurance, or other coverage, if any, maintained by the Additional Insured parties shall be non-contributory.
- c. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract, or liability arising from explosion, collapse, or underground property damage.

### 3. Automobile Liability

- a. Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than One Million Dollars (\$1,000,000) each accident.
- b. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
- c. Business auto coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
- d. Contractor waives all rights against the District, the public and private owners of all properties where the work will be performed, and their respective directors, officers, employees, agents, and/or volunteers for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to Section 3.a or

under any applicable auto physical damage coverage.

4. Additional Requirements. With respect to all insurance required to be maintained by Contractor, Contractor shall comply, or ensure compliance, with all of the following:
  - a. Promptly upon the District's request, Contractor shall provide the District with a certificate or certificate(s) of insurance (ACORD Form 25 or its equivalent) and such other evidence satisfactory to the District establishing that such coverage applies separately and exclusively to work performed pursuant to the Agreement.
  - b. Failure of the District to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
  - c. Any failure to comply with reporting or other provisions of any insurance policy, including, without limitation, breaches of warranties, shall not affect the coverage provided to the Additional Insured parties.
  - d. Contractor's insurance shall apply separately to each of the Additional Insured parties against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - e. Contractor shall notify the District at least thirty (30) Calendar Days prior to any changes made to any of the insurance policies required hereunder, including, without limitation, any change in the insurance carrier or the scope of coverage.
  - f. All of the insurance shall be provided on policy forms satisfactory to the District.
  - g. Contractor shall provide certified copies of all insurance policies and/or certificates or other written evidence of coverage required above within ten (10) Calendar Days of written request by the District.
  - h. In the event that Contractor employs other contractors (subcontractors) as part of the services covered by the Agreement, it shall be the Contractor's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified herein or such other insurance requirements approved by the District in writing. When requested by the District, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.
  - i. By requiring insurance herein, the District does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to the District under the Agreement.
  - j. Contractor shall notify the District immediately if any aggregate insurance limit is exceeded at any point during the term of the Agreement, including during the warranty period. In such a case, Contractor shall promptly purchase additional insurance coverage to meet the requirements of the Agreement.

SCOTT H. QUADY, PRESIDENT  
DIVISION 2

ANDY WATERS, VICE PRESIDENT  
DIVISION 3

RAUL AVILA, SECRETARY  
DIVISION 1

JACQUELYN MCMILLAN, TREASURER  
DIVISION 5

THIBAUT ROBERT, DIRECTOR  
DIVISION 4

ANTHONY GOFF  
GENERAL MANAGER



## BOARD MEMORANDUM

**Date:** June 1, 2023  
**To:** Board of Directors  
**From:** Kristine McCaffrey, Deputy General Manager  
**Subject:** Item 5.D – Adoption of an Amended Conflict of Interest Code

---

**Objective:** The purpose of this item is to adopt an amended Conflict of Interest Code (COIC) to incorporate recent organizational and title changes.

**Recommended Action:** Adopt an amended COIC.

**Budget Impact:** None

**Discussion:** Under the Political Reform Act, all public agencies are required to adopt a COIC designating positions required to file Statements of Economic Interests (Form 700) and assigning disclosure categories that specify the types of interests to be reported. Within 90 days of changes that affect the COIC, an updated and amended COIC must be adopted. The District's COIC needs to be updated to reflect new positions and changes in position titles.

A redline copy of the COIC is provided in the packet to show changes from the current version.

**Attachments:**

1. COIC with changes shown in redline/strikeout





**CONFLICT OF INTEREST CODE  
CALLEGUAS MUNICIPAL WATER DISTRICT**

The Political Reform Act, Government Code section 81000 et seq., requires local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs., § 18730) which contains the terms of a standard Conflict of Interest Code, which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings.

The terms of California Code of Regulations, Title 2, Section 18730, and any amendment to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference as the Conflict of Interest Code for the Calleguas Municipal Water District, and along with the attached Exhibit A, which designates positions requiring disclosure and Exhibit B, which sets forth disclosure categories for each designated position, constitute the Conflict of Interest Code of the Calleguas Municipal Water District. Persons holding positions designated in Exhibit A shall file Form 700 Statements of Economic Interests with the Filing Officer specified for that position in Exhibit A.

**IN PREPARING THE FORM 700, DESIGNATED FILERS NEED ONLY DISCLOSE THOSE FINANCIAL INTERESTS FALLING WITHIN THE DISCLOSURE CATEGORIES DESIGNATED FOR THAT FILER'S POSITION AS STATED IN EXHIBITS A AND B.**

Adopted this seventh day of ~~September 2022~~June

2023

\_\_\_\_\_  
~~Steve Blois~~Scott Quady, President  
Board of Directors

I HEREBY CERTIFY that this Conflict of Interest Code was adopted at a meeting of the Board of Directors of Calleguas Municipal Water District held on ~~September~~June 07, ~~2022~~2023

ATTEST:

Formatted: Tab stops: 5.51", Left

Formatted: Font: Calibri, 12 pt, Italic

Formatted: Centered, Border: Top: (Single solid line, Auto, 0.5 pt Line width)

---

Raul Avila, Secretary  
Board of Directors

**Formatted:** Font: Calibri, 12 pt, Italic

**Formatted:** Centered, Border: Top: (Single solid line, Auto, 0.5 pt Line width)



**EXHIBIT A – DESIGNATED POSITIONS AND FILING OFFICERS**

<b># of POSITIONS</b>	<b>POSITION TITLE</b>	<b>DISCLOSURE CATEGORIES (From Exhibit B)</b>	<b>FILING OFFICER (Designate County Clerk of Board [COB] or Local Agency's Clerk [AC])</b>
5	Board Member	1	COB
1	District Counsel	1	COB
1	General Manager	1	COB
<u>1</u>	<u>Deputy General Manager</u>	<u>1</u>	<u>COB</u>
<u>2</u>	<u>Associate General Manager</u>	<u>1</u>	<u>COB</u>
1	<del>Manager of</del> Human Resources <u>and Risk Management Manager</u>	1	COB
1	Manager of <u>Water Resources and Public Affairs</u>	1	COB
1	Manager of Engineering	1	COB
1	Manager of <del>Administrative Services</del> <u>Information Technology</u>	1	COB
1	Manager of <del>Operations and Maintenance</del> <u>Finance</u>	<del>2,4</del> <u>1</u>	COB
1	<del>Associate General Manager of</del> <u>Operations and Maintenance</u>	<del>2,4</del> <u>1</u>	COB
Consultants <sup>1</sup>		<del>1, 2, or 4 per</del> <u>FPPC Form 805</u>	AC

Formatted Table

<sup>1</sup> The disclosure, if any, required of a consultant will be determined on a case-by-case basis by the head of the agency or designee. The determination of whether a consultant has disclosure requirements should be made in writing on a Fair Political Practices Commission Form 805. The determination should include a description of the consultant's duties and based upon that description, a statement of the extent, if any, of the disclosure requirements. Each Form 805 is a public record and should be retained for public inspection either in the same manner and location as the Conflict of Interest Code, or with appropriate documentation at the location where the Conflict of Interest Code is maintained, cross-referencing to the Form 805.

Formatted: Font: Calibri, 12 pt, Italic

Formatted: Centered, Border: Top: (Single solid line, Auto, 0.5 pt Line width)

**Formatted:** Underline

**Formatted:** Font: Calibri, 12 pt, Italic

**Formatted:** Centered, Border: Top: (Single solid line, Auto, 0.5 pt Line width)

**EXHIBIT B – DISCLOSURE CATEGORIES**

The terms *italicized* below have specific meaning under the Political Reform Act. In addition, the financial interests of a spouse, domestic partner and dependent children of the public official holding the designated position may require reporting. Consult the instructions and reference pamphlet of the Form 700 for explanation.

**Category 1 – BROADEST DISCLOSURE**

[SEE FORM 700 SCHEDULES A-1, A-2, B, C, D and E]

- (1) All sources of *income, gifts, loans and travel payments*;
- (2) All *interests in real property*; and
- (3) All *investments and business positions in business entities*.

**Category 2 – REAL PROPERTY**

[SEE FORM 700 SCHEDULE B]

All *interests in real property*, including *interests in real property* held by *business entities* and trusts in which the public official holds a business position or has an *investment* or other financial interest.

**Category 4 – PROCUREMENT**

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All *investments, business positions* and sources of *income, gifts, loans and travel payments*, from sources which provide services, supplies, materials, machinery or equipment which the designated position procures or assists in procuring on behalf of their agency or department.

**Formatted:** Font: Calibri, 12 pt, Italic

**Formatted:** Centered, Border: Top: (Single solid line, Auto, 0.5 pt Line width)

**ADDENDUM DESIGNATING OFFICIALS WHO  
MANAGE PUBLIC INVESTMENTS**

Pursuant to Government Code section 87200 et seq., certain city and county officials, as well as all “other officials who manage public investments,” are required to disclose their economic interests in accordance with the Political Reform Act. This Addendum provides the relevant definitions for determining which public officials qualify as “other officials who manage public investments,” designates the agency’s positions which qualify as such, and states the Filing Officer for each designated position.

**APPLICABLE DEFINITIONS**

As set forth in 2 California Code of Regulations section 18700.3, the following definitions apply for the purposes of Government Code section 87200:

(1) “Other public officials who manage public investments” means:

(A) Members of boards and commissions, including pension and retirement boards or commissions, or of committees thereof, who exercise responsibility for the management of public investments;

(B) High-level officers and employees of public agencies who exercise primary responsibility for the management of public investments, such as chief or principal investment officers or chief financial managers. This category shall not include officers and employees who work under the supervision of the chief or principal investment officers or the chief financial managers; and

(C) Individuals who, pursuant to a contract with a state or local government agency, perform the same or substantially all the same functions that would otherwise be performed by the public officials described in subdivision (1)(B) above.

(2) “Public investments” means the investment of public moneys in real estate, securities, or other economic interests for the production of revenue or other financial return.

(3) “Public moneys” means all moneys belonging to, received by, or held by, the state, or any city, county, town, district, or public agency therein, or by an officer thereof acting in his or her official capacity, and includes the proceeds of all bonds and other evidences of indebtedness, trust funds held by public pension and retirement systems, deferred compensation funds held for investment by public agencies, and public moneys held by a financial institution under a trust indenture to which a public agency is a party.

**Formatted:** Font: Calibri, 12 pt, Italic

**Formatted:** Centered, Border: Top: (Single solid line, Auto, 0.5 pt Line width)

(4) "Management of public investments" means the following nonministerial functions: directing the investment of public moneys; formulating or approving investment policies; approving or establishing guidelines for asset allocations; or approving investment transactions.

**DESIGNATED POSITIONS AND FILING OFFICERS**

Based on the foregoing, the following agency positions and/or consultants qualify as "other officials who manage public investments" and shall file Statements of Economic Interests (Form 700) pursuant to Government Code section 87200 et seq. with the below-designated Filing Officers:

# of POSITIONS	POSITION TITLE/CONSULTANT	FILING OFFICER (Designate County Clerk of Board [COB] or Local Agency's Clerk [AC])
1	Investment Manager (Consultant <sup>2</sup> )	AC

<sup>2</sup> The Investment Manager shall be identified in writing on a Fair Political Practices Commission Form 805 prepared and maintained in the manner described in Footnote 1.

**Formatted:** Font: Calibri, 12 pt, Italic

**Formatted:** Centered, Border: Top: (Single solid line, Auto, 0.5 pt Line width)



Report for May 2023 Activities

# Monthly Status Report to the Board of Directors

## **Water Resources Implementation Strategy (WRIST)**

1. Dopudja & Wells and Water Systems Consulting, Inc. reviewed various documents provided by staff, prepared a survey of retail and regional partner organizations, and prepared an invitation to schedule interviews for individual organizations and groups of retail and regional partner organizations. Staff distributed the survey and invitation to the appropriate parties. Survey responses are being received and individual and group interviews are being scheduled. The first partner workshop is scheduled for July 12.

## **Water Policy and Strategy**

2. Metropolitan Water District — At the May 9 Metropolitan Water District of Southern California (Metropolitan) Board of Directors meeting, the Board considered the following issues of particular relevance to the District. Agendas, background materials, live streaming meetings, and video archives for Metropolitan Board and Committee meetings may be accessed through the Metropolitan website, <https://mwdh2o.legistar.com/Calendar.aspx>
  - *Appointment of Director McMillan to Conservation Sub-Committee* – Board Chair Ortega named Director McMillan to the subcommittee on Demand Management and Conservation Programs and Priorities.
  - *Cyclic Cost-Offset Program Extended* – The Metropolitan Board reviewed and maintained the Metropolitan General Manager’s implementation of the Cyclic Cost-Offset Program effective April 15, 2023. In response to the State Water Project (SWP) 100% allocation and availability of Article 21 water, Metropolitan determined that there was water available in excess of Metropolitan’s storage capacity. The program helps member agencies offset costs for capturing water that they would not have otherwise purchased from Metropolitan. The cost offset is limited to \$264/acre-foot.
  - *Delta Island Grant Opportunity* – The Metropolitan Board adopted a resolution supporting a \$20.9 million grant application to the Sacramento-San Joaquin Delta Conservancy. The grant would develop a multi-benefit landscape opportunity on Webb Tract, one of the Delta islands owned by Metropolitan. The proposed grant would fund implementation of a program consistent with Bay-Delta restoration goals. Specifically, the three-year project would include design, environmental documentation, permitting, and construction of wetlands, rice fields, and associated improvements on Webb Tract, as well as quantification of greenhouse gas emissions before and after construction to calculate the carbon credits realized from the project. The project would be part of a demonstration of a larger goal for the delta islands of creating “a mosaic of multiple land uses with the objectives of stopping or reversing subsidence, maintaining sustainable agricultural practices, improving

carbon sequestration and water quality, and restoring habitat.” Committee discussion of the grant opportunity focused on better defining the value and Metropolitan’s long-term plan for the islands in the aftermath of the Delta Conveyance draft preferred alternative to route the Delta Conveyance inland from Metropolitan’s delta islands.

3. *Climate Adaptation Master Plan for Water (CAMP4W)* – In preparation for Metropolitan’s May 23 Board Workshop on CAMP4W, the Associate General Manager for Water Policy and Strategy consulted with other member agency managers to compare responses to Metropolitan’s member agency survey on foundational terms and brief Metropolitan Directors. As a result of this coordination, on May 18, the Northern Directors’ Caucus met with their associated executive managers to prepare for the May 23 workshop. At the June 7 District Board meeting, the Associate General Manager for Policy and Strategy will provide a report on the May 23 CAMP4W workshop.
4. State Water Project Dependent (SWP-D) Area Solutions
  - *Principals’ Meeting*: On May 19, the General Manager and the Associate General Manager for Water Policy and Strategy met with Metropolitan executive management and the principal managers from the SWP dependent areas to continue to refine Metropolitan’s approach to providing equitable reliability across its service area. The meeting primarily focused on concerns among the SWP West Branch agencies that solutions addressing the reliability of the City of Los Angeles, Las Virgenes Municipal Water District (LVMWD), and Calleguas continue to be developed. In the aftermath of that meeting, on May 30, Calleguas staff met with staff from the Inland Empire Utilities Agency address better coordination between West Branch and East Branch concerns.
  - *SWP-D Drought Mitigation Workshop No. 8*: On May 19, the Deputy General Manager and the Associate General Manager for Water Policy and Strategy participated in an on-going consultant-facilitated process to address SWP-D deficiencies. This process includes all Metropolitan member agencies, including those outside the SWP-D areas. The workshop provided an overview of the projects and studies underway to identify the best approach to address the problem. In addition to an overview of the projects identified to date, the workshop focused on initial findings of a surface water storage study, the status of brackish and seawater desalination reconnaissance studies to be awarded in June 2023, and an overview of preliminary alternatives for an East-West Conveyance Study to connect Metropolitan’s storage and supply assets currently unavailable to SWP-D West Branch agencies.



## Strategic Policy Implementation

5. *Climate Change and Water Supply Reliability Coalition* - In summer 2022, a contingent of general managers and executive staff from across the state, including Calleguas, coalesced around the idea of developing a unified message to educate policymakers and the general public about the dire state of California's water supply and the need for rapid, large-scale solutions. The group collectively funded Resource Trends, Inc., a utility management and strategic partnerships consultancy, to facilitate dialogue among three dozen water suppliers from San Diego to the northern Central Valley. After a series of individual and small-group interviews, Resource Trends produced a "primer" on California's water supply challenges and the need for additional backbone infrastructure to increase the collective ability to move and store water. The primer was never produced publicly, but instead served as a record of the major themes emerging from the information-gathering process.

Resource Trends hosted a workshop in Sacramento in February 2023 attended by 20 of the participating agencies. The Associate General Manager for Strategic Policy Implementation attended and has taken the lead for Calleguas in this effort. Using the primer as a springboard, the group had a wide-ranging discussion about the scale and nature of the problem; the need for a "generational investment" in water supply; the importance of collaborating with stakeholders not just in the water industry but in the agricultural, environmental, and social justice arenas; and the institutional barriers to keeping pace with the accelerating rate of change. Based on that discussion, and the obvious need to develop these ideas further, the coalition authorized a second phase of Resource Trends' work.

Since then, Resource Trends has continued to host small-group videoconferences, prepare and circulate drafts of a brief regarding the work, and provide a platform for wide-ranging dialogue among participating agencies. What has emerged is a consensus that climate change has driven the water community into a corner much faster than anticipated. It's already affecting community water users, from the largest cities to the smallest rural community system—and the impacts aren't limited to the water community, but are shared by the agricultural industry and natural systems. A water-reliability cliff is never more than three or four years away. The funding needed to address these shortfalls is on par with the Clean Water Act 50 years ago, and yet state and federal investments aren't aligned with the scale of the problem. This is, in large part, due to marginal consensus across sectors, which itself is a result of competition over dwindling funds. The group is convinced that the only way to reverse this downward cycle is by broadening engagement and developing a multisector coalition of the willing.

To that end, Resource Trends is proposing a third phase of work, aimed primarily at identifying potential partners in the agriculture, environmental, and social equity

sectors. Resources Trends will conduct interviews with these identified groups to better define their water supply needs and understand opportunities for collaboration. The roadmap to a generational investment in water supply reliability is not yet detailed; indeed, beginning to fill it in is the intent of this third phase of work. Participating in this coalition allows Calleguas to help shape the form and content of eventual proposals to the state and federal government in ways that complement efforts with the retailers and regional partners.

6. *Conjunctive Use* - The Associate General Manager for Strategic Policy Implementation continues to work with retail pumpers in the service area to develop policy proposals for groundwater banking in the Fox Canyon Aquifer. On May 31, the Associate General Manager for Strategic Policy Implementation met with Fox Canyon Groundwater Management Agency (FCGMA) staff to reconcile Calleguas' historical storage credits and better understand the FCGMA's process for Calleguas to begin recovering those credits. As discussed at previous Board meetings, Metropolitan anticipates having more than 300,000 acre-feet of surplus water, likely extending the availability of discounted replenishment water through the end of the calendar year.

## **Water Resources and Public Affairs**

### **Water Management Programs**

7. Calendar Year 2023 Metropolitan Cyclic Deliveries through Las Posas Aquifer Storage and Recovery (ASR) Wellfield – The Metropolitan Cyclic Delivery Program incentivizes increased deliveries of imported water to participating member agencies and sub-agencies in surplus years. Staff continues to coordinate with Metropolitan on an operating plan for cyclic deliveries to Calleguas for storage through the Las Posas ASR Wellfield.

### **Public Affairs & Water Use Efficiency**

8. Calleguas Water Managers Meeting – The District held the monthly Purveyor Managers Meeting on May 25. Topics included: a water supply conditions update, an overview of the West to East Transmission (WET) Study, update on projects currently in construction, discussion regarding Metropolitan's Climate Adaptation Management Plan for Water, an update on Calleguas' "The Landscape is Change" water awareness campaign, and a legislative update.
9. Water Awareness Communications Campaign – Calleguas continues to work with JPW Communications on implementation of "The Landscape is Change" 2023 communications campaign. Select campaign materials have been translated into Spanish. Staff and JPW Communications are working on a new informational video to be published on landscapeischange.com, as well as a final retailer toolkit with materials and resources for the campaign. JPW is also preparing a campaign video spot to be played at

the Thousand Oaks location of the Department of Motor Vehicles (DMV) with City cobranding. Development of a Native Garden Kit Program and a series of landscape workshops are also in progress and will complement the campaign. These are described in more detail below.

10. Native Garden Kit Program – Calleguas partnered with TreePeople, LVMWD, Growing Works Nursery, and Dashboard.Earth to offer ready-to-plant kits designed to make native landscape transformation accessible, affordable, and hassle-free. Currently, there are few retail nurseries in the Calleguas service area that sell native plants. The Native Garden Kit Program will help make these plants accessible and easy to obtain and will complement the recently released Landscape Guidebook and associated greater water awareness campaign.

There will be four themed kits offered: full sun, partial sun/shade, pollinator, and year-round blooms. Each kit comes with 10, one-gallon native plants designed to fit a 100-square-foot garden space; suggested planting templates; and a native plant installation guide and educational materials on caring for the plants. Kits must be pre-ordered online and can be picked up during designated pick-up days and times in fall 2023 (Calleguas will host one or more pick-up events at headquarters). Kits will go on sale June 1 and will be \$100 for orders placed in June and July. The cost will increase to \$120 per kit for orders placed on or after August 1. See <https://www.treepeople.org/native-garden-kit/> for more information.

Staff secured \$13,255 in Member Agency Administered Program funding from Metropolitan to offer residents a \$50 instant rebate on their Native Garden Kits and to offset some of the program's administrative costs. The program is still in a pilot phase and TreePeople is planning to offer a total of 250 kits during the fall 2023 event.

11. Garden Landscapes for Ventura County Workshops – Calleguas developed an in-person landscape workshop series, as a companion to the Landscape Guide, each focusing on a different topic highlighted in the Guide. The first workshop, *Creating a Sustainable, Balanced Garden Ecosystem*, was held on May 20 and had over 20 attendees. The second workshop, *Lawnless Landscaping*, was held on May 27 and had 45 attendees. The final workshop, *Right Plant, Right Place*, will be held on July 15. All workshops are taught by Lisa Burton, a professional garden designer who contributed to the development of the Landscape Guide. The July workshop is still open for registration at [bit.ly/CMWDWorkshops](http://bit.ly/CMWDWorkshops)
12. The UC Master Gardeners of Ventura County held a Calleguas-sponsored drip irrigation workshop on Saturday, May 13. There were 14 attendees. Workshops will continue the second Saturday of every month through October, dark in August.
13. On May 17, Resources staff attended the City of Thousand Oaks' Monthly Water Conservation Meeting. The Manager of Water Resources and Public Affairs presented a

Calleguas update, including an update on the water awareness campaign and water supply conditions. Updates from Thousand Oaks included an upcoming Model Water Efficient Landscape Ordinance (MWELo) class, program changes, water use efficiency messaging at the Thousand Oaks DMV, and a roundtable with Thousand Oaks water agencies.

14. On May 18, the Principal Resource Specialist attended Metropolitan's monthly Water Use Efficiency (WUE) Group Meeting. Topics included an update on Metropolitan's WUE staff presentations to the Metropolitan Board in May and upcoming topics to be presented in June, conservation program updates, Metropolitan's free online landscape classes taught by G3, the Water Savings Incentive Program, Vallecitos Water District's video on Flametree Farms (recipient of WUE audit and rebates for irrigation efficiency upgrades), an update from External Affairs, and a member agency roundtable.
15. On May 23, the Water Resources Specialist provided a legislative update at the Conejo Chamber Legislative Roundtable. The update covered recent legislative activities of Calleguas, including signing onto the Association of California Water Agencies (ACWA) coalition letter for implementation of "Making Water Conservation a California Way of Life," signing onto an ACWA coalition letter for SB 867 (Allen), multiple letters of support for Metropolitan requested state funding for their 2023-2024 State Budget request, and the letter of support of SB 366 (Caballero).
16. On May 31 and June 1, the Principal Resource Specialist and the Water Resources Specialist attended the California Water Efficiency Partnership (CalWEP) Peer-to-Peer conference in Long Beach. This annual event brings together water use efficiency practitioners from across the state to learn, collaborate, and network on a broad array of topics related to water use efficiency and conservation, regulatory requirements, public outreach and communications, and more.
17. On May 31, the Manager of Water Resources and Public Affairs, in partnership with Ventura County Waterworks District (VCWWD), provided a water briefing to the Ventura County League of Women Voters.
18. In May, there are 689 applications with approved reservations under the Turf Replacement Program (TRP) for a total reserved amount of \$4,120,654 in Metropolitan funding and \$1,187,729 in Calleguas supplemental funding. Another 20 applications are in the pre-approval stage, awaiting a confirmed reservation. These applications total \$492,870 in requested Metropolitan funding and \$17,398 in requested Calleguas supplemental funding, although funds are not committed until an application is approved and a number of applications drop out at this stage. Only funding remaining available within the supplemental budget will be committed.

Since July 1, 2022 there have been 489 TRP rebates paid totaling \$1,890,684 in Metropolitan funding and \$792,597 in Calleguas supplemental funding.

For Fiscal Year (FY) 2022-23, under the Device Rebate Program, there are currently 165 applications in good standing (i.e., rebate applications that have not been denied or expired due to inactivity) totaling \$49,320 in reserved Metropolitan funding. An additional 1,173 rebates have been paid, totaling \$96,549 in Metropolitan funding.

### **Development & Planning**

19. Potential Annexation: Laguna Vista Elementary School – Staff continues to coordinate with the Local Agency Formation Commission, Metropolitan, the City of Oxnard, and representatives from the school on a possible annexation of this parcel to Calleguas. The school is located at the intersection of Etting Rd. and Wood Rd. in south Oxnard.

### **Groundwater Resources**

20. Aquifer Storage and Recovery (ASR) – The Contract Groundwater Manager began processing and reviewing groundwater level data downloaded in April.
21. Fox Canyon Groundwater Management Agency (FCGMA) – On May 23, the FCGMA Board of Directors adopted the Groundwater Sustainability Plan for the Arroyo Santa Rosa Valley Groundwater Basin and discussed potential changes to rules pertaining to grouping of wells under its groundwater allocation ordinances.
22. Groundwater storage totals through the end of April include 1 AF of well production and 0 AF of well injection.

Groundwater storage totals through April are as follows:

East Las Posas Wellfield Injection	18,754 acre-feet
East Las Posas Wellfield Allocation	0 acre-feet
East Las Posas In Lieu	6,348 acre-feet
West Las Posas In Lieu	25,192 acre-feet
Conejo Creek Project	23,453 acre-feet
United Storage	10,482 acre-feet
Oxnard In Lieu	18,060 acre-feet

### **Miscellaneous Water Resources Activities**

23. Future Supply Actions (FSA) Program Administration – Staff continues to coordinate with Metropolitan on processing final invoices for the VCWWD No. 1 Arroyo Las Posas Stormwater Diversion Feasibility Study and Percolation Test.
24. Calleguas–LVMWD Interconnection Public Outreach – Staff continues to work with Arellano Associates on public outreach and engagement.

25. Drought and Conservation Reporting to SWRCB – Beginning January 2023, public water systems are required to submit monthly drought and conservation related reports to the State Water Resources Control Board (SWRCB). These reports involve extensive data requests that include well-specific information, water levels, production and distribution volumes, and water loss, among other data. More information on the technical reporting order can be found: <https://www.waterboards.ca.gov/drought/resources-for-drinking-water-systems/docs/2023-drought-technical-order-ddw-hq-drought2023-001.pdf>
26. The District measured 0.92 inches of rainfall from May 1 to May 30 at the Lake Bard site. Measurable rainfall for the current water year, beginning October 1, is 27.08 inches.

## **Engineering**

### **Construction**

27. Calleguas-Las Virgenes Municipal Water District (LVMWD) Interconnection (450) – Kiewit completed falsework construction, rebar installation, and placement of concrete for the pump station and pressure regulating station (PS/PRS) roof and beams. Northern Digital, Inc. (NDI) performed factory acceptance testing of the PRS and the Triunfo Water and Sanitation District Meter Station control panels. NDI continued fabrication and programming of the PS control panel. Staff continued to coordinate with the City of Thousand Oaks regarding encroachment permit requirements, night work, and modified traffic control plans.



The previously encountered high groundwater conditions along approximately 600 linear feet of pipeline trench within Lindero Canyon Road persisted, creating construction and trench dewatering challenges. To continue progressing with pipeline construction, Kiewit mobilized north of the affected area and resumed pipeline

construction in dry trench conditions. In this area, Kiewit excavated for, placed shoring, installed, and backfilled an additional 350 feet of 30-inch diameter welded steel pipeline within Lindero Canyon Road north of the Bowfield intersection. Kiewit also completed asphalt paving operations within portions of Lindero Canyon Road. *(CIP Priority: High)*

28. TOD Pump Station Rehabilitation (590) – Cla-Val performed modifications to the 16- and 24-inch pump control valves for the remaining two pumps to be rehabilitated; they are now ready for the contractor, Environmental Construction, Inc., to install during an upcoming shutdown of the pump station. Electrical work continued to be slowed due to the impact of supply chain issues affecting the availability of equipment, including motor control centers and electrical switchgear. *(CIP Priority: High)*
29. Lake Sherwood Pump Station Rehabilitation (591) – Staff discovered that an existing 4-inch butterfly valve used to blow off the suction pipe in the pump station is leaking and needs to be replaced. Staff asked the contractor, MMC, to replace it under the emergency services provisions in the General Conditions of the Specifications. They removed three steps of the concrete stairs, excavated through the concrete slab, and exposed the valve. MMC and staff gathered the necessary materials for replacing the valve with a new plug valve. MMC will replace the valve during an upcoming shutdown of the pump station. The contractor did not perform any contract work at the pump station while the electrical subcontractor is waiting for the generator connection box to be delivered, which will allow them to complete installation and testing of the temporary power and controls system. Electrical work continued to be slowed due to the impact of supply chain issues affecting the availability of equipment, including motor control centers and electrical switchgear. *(CIP Priority: High)*

## Design

30. Conejo Pump Station Rehabilitation (480) – Staff continue to review Kennedy Jenks Consultants' (KJ's) 30% Pre-Design Drawings and Northwest Hydraulic Consultants' draft memorandum detailing purveyor-related updates to Calleguas' existing hydraulic transient computer model. *(CIP Priority: High)*
31. Monitoring Wells (527) – The District's groundwater consultant is investigating the feasibility of using existing wells owned by Ventura County Waterworks District (VCWWD) No. 1 for monitoring purposes. (No change.) *(CIP Priority: Medium)*
32. Salinity Management Pipeline (SMP), Phase 3 (536)/Phase 4 (561) – Due to the results of the initial investigations for the presence of cultural resources, the District's environmental consultant, Rincon Consultants, Inc. (Rincon), is performing additional shovel test pits at certain locations to test for the extent of any cultural resources. Staff completed its review of the first Administrative Draft Supplemental Environmental Impact Report and returned comments to Rincon. *(CIP Priority: Low)*

33. Calleguas-Ventura Interconnection (562) – Perliter & Ingalsbe (P&I) continued work on design. Hamner Jewell & Associates (HJA) continued to contact underlying property owners where easements will be necessary to initiate the right-of-way acquisition process. There are a total of three properties where geotechnical investigations for trenchless crossings are needed. Staff met with City of Ventura staff and the engineer on the City's portion of the project to discuss the connection point between the City's and Calleguas' pipelines at Santa Clara Avenue and the design and layout of the metering and flow control facility, which will be in the east end of Ventura. (*CIP Priority: High*)
34. Simi Valley Tanks (569) – KJ performed additional modeling of the District's potable water system to determine if the tank size could be further reduced while still providing the storage required to meet the various demand scenarios. The results demonstrated that the storage size could be reduced and staff is coordinating with P&I to determine if a single smaller tank would fit within the selected site. Staff, HJA, and legal counsel continue to pursue temporary right-of-entry from the property owners for surveying, geotechnical exploration, and environmental field investigations. (*CIP Priority: High*)
35. Oxnard-Santa Rosa Feeder and Santa Rosa Hydro Improvements (582) – Staff continues review of the revised 90% instrumentation plans and specifications. (No change.) (*CIP Priority: Medium*)
36. Lake Bard Pump Station, Lake Bard Water Filtration Plant (LBWFP) Flowmeter, and Lake Bard Outlet Tower Improvements (587) – KJ is preparing the 100% plans and specifications. (No change.) (*CIP Priority: High*)
37. Fairview Well Rehabilitation (589) – MKN & Associates (MKN) continued preparation of a draft technical memorandum to evaluate requirements and options for the disinfection system necessary for delivering groundwater into the distribution system. O&M staff continued discussing potential operational scenarios with VCWWD staff. (No change.) (*CIP Priority: High*)
38. Lindero Pump Station Rehabilitation (592) – KJ worked on final design. (*CIP Priority: High*)
39. Calleguas Conduit North Branch (CCNB) Broken Back Rehabilitation, Phase 4 (598) –Staff continues to review the Wiss, Janney, Elstner Associates, Inc. report with the test results from the two encasement locating tools tested at the new facility. (*CIP Priority: High*)
40. Crew Building Improvements and Networking Center Relocation (603) – Staff developed a modified shutdown schedule to minimize the impact of construction on District operations. KJ submitted 100% plans and specifications, which are under review by staff. (*CIP Priority: High*)



41. Somis Farmworker Housing SMP Discharge Station (607) – MKN submitted 60% plans, which are under review by staff. *(CIP Priority: Medium)*
42. Wellfield No. 2 Solar System (613) – Southern California Edison’s (SCE’s) initial review of the District’s Net Energy Metering Interconnection Request was completed and deemed valid. As a result, the District has executed SCE’s Net Energy Metering and Renewable Electrical Generating Facility Interconnection Agreement and an SCE Engineer has been assigned to the project for technical review. *(CIP Priority: Low)*
43. CCSB Strengthening for Metrolink SCORE Improvements (614) – Phoenix Civil Engineering (Phoenix) submitted the 50% plans and specifications; staff reviewed the plans and specifications and returned comments to Phoenix. *(CIP Priority: High)*

### **Studies & Planning**

44. West to East Transmission (WET) Study – Staff returned comments on the draft report of the findings; KJ is finalizing the report.
45. Seismic Analysis of Wood Ranch Dam and Dikes – The Division of Safety of Dams continues to review the application for permission for the field investigation.
46. Pipeline Condition Assessment Program – Staff continues to review V&A’s revised field work plan to perform the leak detection portion of the pipe condition assessment.

### **Grants & Funding Opportunities**

47. Proposition 1, Round 1 Integrated Regional Water Management Plan (IRWMP) Implementation Grant Funding – The Department of Water Resources (DWR) approved the invoices for the first and second quarters of 2022 and continues to review the invoices and progress reports for the third and fourth quarters of 2022 and the first quarter of 2023.
48. Proposition 1, Round 2 IRWMP Implementation Grant Funding – DWR issued the formal funding recommendations, which includes \$12,185,680 for the Watersheds Coalition of Ventura County, \$2,515,908.57 of which is for Calleguas’ portion of the Calleguas-Ventura Interconnection.
49. Urban Community Drought Relief Grant – The first progress report and invoice, covering Garden Acres Mutual Water Company’s (GAMWC) new well project only, were submitted and approved by DWR. The reimbursement check was received from DWR and funding was immediately disbursed to GAMWC, allowing them to repay their bridge loan.

## **Miscellaneous Engineering Activities**

50. Training – One of the Senior Project Managers attended the Western States Corrosion Seminar. Several of the Senior Project Managers provided construction updates of projects under construction to Engineering staff. One of the Senior Construction Inspectors provided a tour of the Emergency Pipe Storage facility (a.k.a. “Pipe Garden”) located at Wellfield No. 1 to Engineering staff.
51. Crestview Well No. 8 Agreement – Cadence Environmental Consultants, as consultant to the City of Camarillo, the California Environmental Quality Act lead agency, is preparing an Initial Study. (No change.)
52. Fairview Pump Station Battery Storage System – Golden State Renewable Energy is working with Tesla to debug supporting equipment issues related to the commissioning of the Battery Pack.
53. Advanced Clean Fleet Regulations and Compliance – Staff met with ACWA’s preferred provider, TerraVerde Energy (TVE), to discuss the impact of the California Air Resources Board’s adoption of the Advanced Clean Fleets (ACF) Regulation on water districts and proposed services TVE might provide the District to support the required transition, including ACF compliance and deployment planning.

## **Operations and Maintenance**

### **System Operations**

54. Camrosa Water District’s (Camrosa’s) Round Mountain Water Treatment Plant is currently offline. Camrosa staff anticipates returning to service at the end of June. The City of Camarillo’s North Pleasant Valley Desalter is currently in service and discharging brine into the SMP. Port Hueneme Water Agency’s (PHWA’s) water treatment plant is also in service and discharging brine to the SMP.
55. Control Systems staff responded to several communication outages, including those at Westlake Reservoir, Newbury Park Reservoir, and Pressure Regulating Station No. 4. Crews worked with representatives from Frontier, AT&T, and NDI to troubleshoot, repair, and return communication to the sites. During these outages, staff performed routine patrols of the reservoirs and provided critical onsite information to the Control Room operators. Staff also responded to an issue at Pressure Regulating Station No. 9 caused by a SCE contractor maintaining the temporary standby generator. Once onsite, District staff quickly identified the issue and resolved the situation before any significant damage to equipment occurred. The facility was tested and returned to service the following day. District staff then contacted the District’s SCE Account Representative and documented the event to prevent similar incidents in the future. Lastly, staff attended factory acceptance panel testing at NDI’s facility in Bakersfield for the

Calleguas-LVMWD Interconnection (Project No. 450). The factory testing was successfully completed and the panels have been scheduled for delivery.

56. Control Systems staff performed preventative maintenance and routine inspection on:

- Headquarters
- LBWFP
- Lake Bard
- Grimes Canyon Feeder No. 1
- Somis Cross-Tie
- Conejo Pump Station
- Fairview Pump Station
- Grandsen Pump Station
- Lindero Pump Station No. 2 (Toe of Dam or TOD)
- Pressure Regulating Station No. 9
- Newbury Park Reservoir
- SMP Control Tank
- Springville Reservoir
- Westlake Reservoir
- Conejo Standby Power Generators
- City of Camarillo Turnouts
- City of Simi Valley Turnouts
- City of Thousand Oaks Turnouts
- Golden State Water Turnouts
- VCWWD Turnouts
- Monitoring Wells
- Wellfield Ammonia System

57. Distribution System staff continued to test new valve and timing configurations in support of TOD Pump Station Rehabilitation (Project No. 590). After testing modifications, staff coordinated with the project manager to schedule the remaining valves for installation. Staff also coordinated outside crane support to perform the annual preventative maintenance on the site's 24-inch surge relief valve. Crews worked with operators to schedule pump testing at Lindero Pump Station to simulate operations during the outage. During routine site inspections, staff identified a broken isolation valve at Lake Sherwood Pump Station. Due to the challenging location of the valve, the contractor for Lake Sherwood Pump Station Rehabilitation (Project 591) is handling the repair.

58. Distribution System staff performed preventative maintenance and routine inspection on:

- LBWFP
- Lake Bard
- Camrosa SMP Discharge Station

- East Portal Hydroelectric Generator
- Santa Rosa Hydroelectric Generator
- Springville Hydroelectric Generator
- Grandsen Pump Station
- Lake Sherwood Pump Station
- Lindero Pump Station No. 2 (Toe of Dam or TOD)
- Pressure Regulating Station Nos. 2 – 4, 6, 6A, and 7 - 9
- CCNB Relief Station
- Grimes Canyon Reservoir
- SMP Control Tank
- Thousand Oaks Reservoir
- Westlake Reservoir
- Conejo Standby Power Generators
- Camrosa Turnouts
- City of Camarillo Turnouts
- VCWWD Turnouts
- Well Nos. 1, 11, 12, and 13
- Grimes Canyon Disinfection Facility

59. System Maintenance crews removed Springville Reservoir A from service in response to overall lower demands from the City of Oxnard. The reservoir had been briefly returned to service to support the zero flow shutdown operation at East Portal in April. This is the same action taken during last year's emergency drought operations which assisted in shortening delivery times and maintaining higher disinfection residuals. Crews also are scheduling emergency repair shutdowns for Lake Sherwood Pump Station and Mesa Feeder Pipeline to replace isolation valves. These repairs will require coordination with purveyors and cities to take the sites out of service for a brief period to complete the work. Staff also worked with the District's weed abatement contractor to comply with annual fire notice requirements throughout the service area. Crews operated mowing equipment and assisted with inspection support. This work provides a defensible space and protection for District facilities. Lastly, the System Maintenance Supervisor supported the annual dam inspection visit with the District's consultant. The information from this site visit is incorporated into the Annual Dam Surveillance Report submitted to DSOD and includes monthly monitoring data, historical trends, and visual inspections.

60. System Maintenance staff performed preventative maintenance and routine inspection on:

- District Headquarters
- LBWFP
- Lake Bard
- Springville Hydroelectric Generator
- Conejo Valley Feeder No. 1 and 3

- Lindero Feeder No. 2
- Mesa Feeder
- Conejo Pump Station
- Fairview Pump Station
- Sherwood Pump Station
- Lindero Pump Station
- Pressure Regulating Station Nos. 6 and 6A
- Lake Sherwood Reservoir
- Springville Reservoir
- SMP Control Tank
- Camrosa Turnouts
- Well Nos. 1 - 18
- Wellfield Site

61. Water quality met all SWRCB Division of Drinking Water standards for the month of May.

62. The Conejo, East Portal, Grandsen, Santa Rosa, and Springville Hydroelectric Generators are currently available for operation and on-line as flow conditions permit.

### **Miscellaneous Operations and Maintenance Activities**

63. Operations and Maintenance staff provided design review to the Engineering Department on various projects, including:

- LVMWD-CMWD Interconnection (Project No. 450)
- Lake Sherwood Pump Station Rehabilitation (Project No. 591)
- Lindero No. 2 (TOD) Pump Station Rehabilitation (Project No. 590)
- Crew Building Improvements and Networking Center Relocation (Project No. 603)
- Lindero Pump Station Rehabilitation (Project No. 592)

### **Human Resources and Risk Management**

#### **Recruitment and Selection**

64. Human Resources coordinated internal interviews to fill the General Services Supervisor position vacated by Tricia Ferguson when she was promoted to Assistant HR and Risk Management Manager. Ebe Guerrero was selected as the new General Services Supervisor. Human Resources is recruiting to fill the vacant Facilities Coordinator position.

65. The Senior HR Analyst administered Project Manager tests to nine candidates. Of those nine candidates, four were selected for interviews. Gabriela Araujo accepted an offer of employment as the District's new Associate Project Manager and is scheduled to begin work at the District at the end of June.
66. Interviews are underway for the new Senior Communications Specialist position. Recruitments are also underway for the new Management Analyst and Public Affairs Specialist positions, as well as for the open position of Senior Instrumentation Technician/Senior Control Systems Specialist.

### **Emergency Response & Safety**

67. On May 2, the Emergency Response Coordinator facilitated annual fire extinguisher maintenance service and safety training. Annual maintenance service ensures compliance with regulatory requirements and that fire extinguishers are in good operating condition. Safety training includes a brief overview of fire extinguisher safety and operation processes followed by the opportunity to put out a small example fire using a fire extinguisher.
68. On May 11, the Emergency Response Coordinator attended an in-person meeting of the SCE Public Safety Power Shutoff (PSPS) Advisory Board and working group at SCE's Emergency Operations Center (EOC) in Irwindale. The meeting included an update on PSPS mitigation and grid hardening efforts, weather and fire season outlook, and a tour of the EOC and its supporting facilities.
69. On May 16, the Ventura County Board of Supervisors approved and authorized the Fire Chief of the Ventura County Fire Protection District (VCFPD) to sign Site Use and Temporary Access License Agreements to place a portable HeloPod Dip Tank and Cistern System at Wellfield No. 2. The Emergency Response Coordinator and Manager of Operations and Maintenance worked closely with VCFPD personnel to prepare both agreements and coordinate plans for site work and placement of the dip tank at Wellfield No. 2, which is expected to provide aerial access to water supplies during fire response.
70. On May 24, the Emergency Response Coordinator participated in an in-person full-scale functional PSPS exercise at SCE's EOC in Irwindale. The exercise was primarily conducted by SCE staff and provided opportunities for representatives from public safety and critical infrastructure entities to observe, review, and ask questions regarding SCE procedures before, during, and after PSPS events.
71. The Environmental Health and Safety Officer facilitated fire prevention and trenching and shoring safety training.

72. The Environmental Health and Safety Officer coordinated the annual hearing conservation training and testing for all staff whose jobs include regular exposure to high noise levels.



## **Finance**

73. Approximately 300 invoices were processed and paid, totaling approximately \$9.3 million.

74. Finance staff prepared purveyor invoices for water sales in April totaling \$8,473,363.73. Metropolitan invoiced the District for the same period a total of \$6,135,793.70.

75. The Metropolitan invoice for water purchased in March and paid in May is \$4,926,336.58.

76. The balance in the LAIF account as of April 30, was \$1,869,709.52. The monthly effective yield is at 2.870 for April.

77. The Los Angeles-Long Beach-Anaheim Consumer Price Index for April was up 0.7% over the past month and up 3.8% from a year ago.

78. The implementation of the new timesheet software, Executime, is nearly complete. All staff have been trained and the last cohort of trainees are entering in both systems concurrently to ensure the systems are working identically.

79. The Manager of Finance and Accounting Supervisor attended the Tyler Technologies Conference to receive up-to-date training on New World (finance software) and Executime (timesheet software). It is also an opportunity to network with professional peers and gain insight into the future plans for both software systems.

80. Staff has begun preparing for the July 1, 2023 bond payments by requesting the official payment amounts from the trustees and issuing the 30-day notice for optional redemption as required for the 2008A Bonds.

81. Staff is working with Willdan Financial Services to prepare the 2023-24 Standby Charge. The Board has passed the required resolution and staff is working to retrieve the parcel data needed from the County so the District can place the Standby Charge on next year's tax roll.

82. Staff is continuing to update the FY 2023-24 budget with minor changes. The final budget will be presented to the Board for consideration at the June 21 meeting.

## **Information Technology**

### **Cybersecurity**

83. IT staff attended multiple cybersecurity webinars providing staff with helpful information in support of the cybersecurity policy currently under development, as well as educating staff on the nuances of security on the SCADA network.
84. IT staff successfully launched the Curricula cybersecurity training and fielded numerous calls and e-mails from staff regarding the test e-mail that was deployed.
85. IT staff continues to follow up on new cybersecurity vulnerability announcements from various government agencies, including recently adding IT staff to the daily and weekly summary e-mails from the California Office of Emergency Services to ensure they have the latest information.

### **Reorganization and Transition**

86. IT staff attended a Technical Business Review meeting for the SCADA network with AllConnected. The Manager of IT also held several meetings with IT staff to bring them up to date on SCADA IT needs.
87. IT staff assumed the management role of the District's Mobile Device Management platform that controls and distributes applications to the District's mobile devices.
88. The Manager of IT supported the O&M and Water Resources and Public Affairs Departments to develop a procedure and workflow to input the data required monthly by the SWRCB under the Safe and Affordable Funding for Equity and Resilience (SAFER) program.

### **Hardware and Software**

89. IT staff continues to attend Cisco network training classes. These classes will enable staff to achieve certification and perform more network duties in-house in the future.
90. IT staff is working with AllConnected and Cisco support to adjust security software impeding District usage of Microsoft products.
91. IT staff issued a Request for Proposals to several potential vendors for software to replace the Time and Activity Tracking System work order system with a deadline of June 2 for the submittal of proposals.
92. IT staff continues to work on migrating the remaining items from the local Microsoft Exchange Server to the District's cloud Office 365 solution.



93. IT staff continues to procure equipment as needed for new staff that have been hired as well as for new meeting spaces.
94. IT staff worked with O&M staff to install and configure the new projector in the Board Room.
95. IT staff worked with AllConnected to begin replacing the SCADA server infrastructure in the Networking Center that has reached obsolescence.
96. IT staff continues to provide help desk functions. These tasks include:
  - a. Installation and upgrade of software on District devices
  - b. Help with e-mail issues
  - c. Printer access troubles
  - d. Support with audiovisual needs for meetings in the Board Room
  - e. Assisting in office relocations and making sure new staff has access to the network
  - f. Granting temporary access to servers for updates for GIS



**April 30, 2023**  
**Financial Statements**

**Calleguas Municipal Water District**  
**Statement of Net Assets**  
**as of April 30, 2023**

	<u>ASSETS</u>	<u>04/30/23</u>
<b>Current Assets:</b>		
<b>Unrestricted Assets</b>		
Cash		\$ 3,983,693
Investments		182,714,110
Accounts Receivable		12,560,060
Interest Receivable		654,227
Inventory		58,391,406
Prepaid Expenses		4,513,307
<b>Restricted Current Assets</b>		
Restricted Cash & Investments		154,741
<b>Total Current Assets</b>		<b>262,971,545</b>
<b>Capital Assets:</b>		
Land & Improvements		21,051,531
CIP		43,592,463
Distribution Facilities		580,510,114
Buildings & Improvements		28,517,563
Equipment		28,539,630
Total Capital Assets		702,211,301
Accumulated Depreciation		(241,091,686)
<b>Capital Assets (Net of Accumulated Depreciation)</b>		<b>461,119,615</b>
OPEB Asset		1,091,685
<b>Total Assets</b>		<b>\$ 725,182,845</b>
Deferred Outflows - Bond Refunding		4,773,258
Deferred Outflows - Pensions		2,585,152
Deferred Outflows - OPEB		974,357
<b>Total Deferred Outflows</b>		<b>\$ 8,332,767</b>
<b>Total Assets &amp; Deferred Outflows</b>		<b>\$ 733,515,612</b>

**Calleguas Municipal Water District**  
**Statement of Net Assets**  
**as of April 30, 2023**

<u>LIABILITIES AND NET ASSETS</u>	<u>04/30/23</u>
<b>Current Liabilities:</b>	
Accounts Payable	\$ 13,089,749
Accrued Expenses	450,043
Interest Payable	2,047,346
Retention Payable	817,410
Deposits	159,076
Compensated Absences	274,756
Current portion of bonds payable	7,720,000
<b>Total Current Liabilities</b>	<b>24,558,380</b>
 <b>Long-Term Liabilities:</b>	
Bonds payable, net of current portion	166,162,908
Compensated Absences	746,816
Pension Liability	880,173
<b>Total long-term liabilities</b>	<b>167,789,897</b>
<b>Total Liabilities</b>	<b>192,348,277</b>
Deferred Inflows - Pensions	1,802,477
Deferred Inflows - OPEB	2,193,975
<b>Total Deferred Inflows</b>	<b>\$ 3,996,452</b>
<b>Total Liabilities &amp; Deferred Inflows</b>	<b>\$ 196,344,729</b>
 <b>Net Assets:</b>	
Invested in capital assets, net of related debt	280,002,359
Restricted	9,744,423
Unrestricted	247,424,101
<b>Total Net Assets</b>	<b>537,170,883</b>
<b>Total Liabilities, Deferred Inflows and Net Assets</b>	<b>\$ 733,515,612</b>

**Calleguas Municipal Water District**  
**Income Statement**  
**Comparison for Ten Months of Budget**

	Ten Months of FY 2022-23 Budget	Ten Months Ended 04/30/23	\$ Variance	%
Water Sales	\$ 86,643,386	\$ 77,062,190	\$ (9,581,196)	88.9%
Other Water Revenues	50,000	107,238	57,238	214.5%
Capacity Charge	6,152,026	6,161,231	9,205	100.1%
Readiness to serve-purveyors	5,838,671	5,787,298	(51,373)	99.1%
Recycled Water	61,272	60,808	(464)	99.2%
Pumping Power Revenue	826,000	748,832	(77,168)	90.7%
Power Generation	302,800	40,631	(262,169)	13.4%
SMP Fees	526,568	227,387	(299,181)	43.2%
Total Operating Revenues	<u>100,400,723</u>	<u>90,195,616</u>	<u>(10,205,107)</u>	<u>89.8%</u>
Cost of Water	61,959,702	55,215,423	6,744,279	89.1%
Capacity Reservation Charge-MWD	1,776,292	1,796,590	(20,298)	101.1%
Readiness to serve-MWD	6,234,488	6,073,252	161,236	97.4%
Recycled Water	49,884	50,152	(268)	100.5%
Pumping Power	1,440,000	2,284,658	(844,658)	158.7%
Total Cost of Water	<u>71,460,366</u>	<u>65,420,076</u>	<u>6,040,290</u>	<u>91.5%</u>
Salaries	7,537,326	7,395,477	141,849	98.1%
Benefits	3,794,494	3,542,458	252,036	93.4%
Fuel and vehicle exp	137,500	114,525	22,975	83.3%
Utilities	287,502	256,070	31,432	89.1%
Operations & Maintenance Supplies	799,565	505,445	294,120	63.2%
Office Supplies	68,433	74,414	(5,981)	108.7%
Outside services	2,404,864	1,685,627	719,237	70.1%
Consultants/Studies	1,541,737	616,838	924,899	40.0%
Permits, Leases and fees	387,235	510,299	(123,064)	131.8%
Travel & Training	123,674	88,956	34,718	71.9%
Memberships	185,154	88,691	96,463	47.9%
Insurance	356,000	325,284	30,716	91.4%
Legal	1,208,334	1,657,887	(449,553)	137.2%
Conservation	2,026,500	750,241	1,276,259	37.0%
Miscellaneous	1,668	2,620	(952)	157.1%
Total Operating Administration Expenses	<u>21,009,986</u>	<u>17,716,295</u>	<u>3,293,691</u>	<u>84.3%</u>
Operating Income	<u>\$ 7,930,371</u>	<u>\$ 7,059,245</u>	<u>\$ (871,126)</u>	<u>89.0%</u>

**Calleguas Municipal Water District  
Income Statement  
Comparison for Ten Months of Budget**

	<b>Ten Months of FY 2022-23 Budget</b>	<b>Ten Months Ended 04/30/23</b>	<b>\$ Variance</b>	<b>%</b>
Operating Income	\$ 7,930,371	\$ 7,059,245	\$ (871,126)	89.0%
Interest Income	2,175,002	2,496,215	321,213	114.8%
G/L on Investments	0	907,596	907,596	N/C
Water standby charges	1,288,000	1,343,221	55,221	104.3%
Tax Revenue	9,468,000	9,961,856	493,856	105.2%
Tax Collection, Bank & Bond Fees	(439,248)	(218,207)	221,041	49.7%
Other Income	58,754	118,157	59,403	201.1%
Interest and redemption expense	(5,541,326)	(5,692,011)	(150,685)	102.7%
Bond Premium/Discount Amortization	(147,950)	(147,949)	1	100.0%
Build America Bond Subsidy	722,095	659,102	(62,993)	91.3%
Total non-operating revenue/Expenses	7,583,327	9,427,980	1,844,653	
Income before Capital, Contributions, & Depreciation	15,513,698	16,487,225	973,527	106.3%
Depreciation	(13,416,668)	(12,524,614)	892,054	93.4%
Capital Equipment > \$5,000	(763,711)	(573,417)	190,294	75.1%
Project Expense	0	(708)	(708)	N/C
Gain/(Loss) on Sale of Capital Assets	0	7,900	7,900	N/C
Grant/Capital Contribution Revenue	0	0	0	N/C
Capital Related Expenses	(14,180,379)	(13,090,839)	1,089,540	92.3%
Changes in Net Assets	\$ 1,333,319	\$ 3,396,386	2,063,067	
Net Assets, beginning of year		533,774,496		
Net Assets, end of year		\$ 537,170,883		

**Professional Services Contract Amounts**  
Open Contracts with a Fixed Scope of Work and Fee  
3/31/2023

7A-3a REPORTS

Dept	Consultant	Purpose	Not to Exceed Limit	Total Spent	Unexpended Remainder	Percent Used
ENG	Kennedy Jenks Consultants	Water Supply Alternatives Study, Ph 2.2	\$2,491,673	\$2,036,940	\$454,734	82%
ENG	Kennedy Jenks Consultants	Design - Crew Building Improvements and Networking Center Relocation (603)	\$1,704,500	\$1,339,771	\$364,729	79%
ENG	Perliter & Ingalsbe	Design - Calleguas-Ventura Interconnection (562)	\$1,693,601	\$126,832	\$1,566,769	7%
ENG	Perliter & Ingalsbe	Design - Simi Valley Tanks (569)	\$1,636,236	\$104,578	\$1,531,659	6%
ENG	Phoenix Civil Engineering, Inc.	Bid & Construction Phase Services - LVMWD-CMWD Interconnection (450)	\$1,181,700	\$652,807	\$528,893	55%
ENG	Kennedy Jenks Consultants	Design - Lindero Pump Station Rehabilitation (592)	\$1,031,579	\$832,845	\$198,734	81%
ENG	Kennedy Jenks Consultants	Design - Lake Bard Pump Station, LBWFP Flowmeter, and Lake Bard Outlet Tower Improvements (587)	\$994,100	\$684,378	\$309,722	69%
ENG	Kennedy Jenks Consultants	Preliminary Design - Conejo Pump Station Rehabilitation (480)	\$685,804	\$568,987	\$116,817	83%
ENG	Perliter & Ingalsbe	Design - Santa Rosa Hydro Improvements (582)	\$680,116	\$522,929	\$157,187	77%
ENG	Perliter & Ingalsbe	Bid & Construction Phase Services - Lindero Pump Station No. 2 (TOD) Rehabilitation (590)	\$592,036	\$205,416	\$386,620	35%
ENG	Northern Digital, Inc.	Control Systems Integration Services - LVMWD-CMWD Interconnection (450)	\$550,430	\$484,468	\$65,962	88%
ENG	Northern Digital, Inc.	Control Systems Integration Services - Lake Sherwood Pump Station Rehabilitation (591)	\$516,872	\$446,053	\$70,819	86%
ENG	Perliter & Ingalsbe	Bid & Construction Phase Services - Lake Sherwood Pump Station Rehabilitation (591)	\$509,940	\$294,308	\$215,632	58%

**Professional Services Contract Amounts**  
Open Contracts with a Fixed Scope of Work and Fee  
3/31/2023

Dept	Consultant	Purpose	Not to Exceed Limit	Total Spent	Unexpended Remainder	Percent Used
ENG	Northern Digital, Inc.	Control Systems Integration Services - Lindero Pump Station No. 2 (TOD) Rehabilitation (590)	\$502,436	\$444,643	\$57,793	88%
ENG	Perliter & Ingalsbe	Siting Study & Preliminary Design - Simi Valley Reservoir (569)	\$241,609	\$220,074	\$21,535	91%
RES	Aspen Environmental Group	Preparation of an EIR - Simi Valley Tanks (569)	\$235,940	\$2,010	\$233,930	1%
ENG	Phoenix Civil Engineering, Inc.	Design - CCSB Strengthening for Metrolink SCORE Improvements (614)	\$194,520	\$0	\$194,520	0%
RES-ENG	Rincon Consultants, Inc.	CEQA Documentation - Salinity Management Pipeline Phase 3 (536) and Phase 4 (561)	\$190,454	\$105,104	\$85,350	55%
ENG	V & A Consulting Engineers, Inc.	Condition Assessment - Oxnard-Santa Rosa Feeder Units 1 and 2	\$176,479	\$95,606	\$80,873	54%
ENG	Michael K. Nunley & Associates, Inc.	Design, Bid, & Construction Services - Well Redevelopment and Preliminary Design Report - System Upgrades - Fairview Well Rehabilitation (589)	\$157,813	\$134,690	\$23,123	85%
ADM	Kennedy Jenks Consultants	Grant Administration Services - Prop 1 Round 1 IRWMP Implementation Grant	\$130,368	\$48,033	\$82,336	37%
ENG	Leighton Consulting, Inc.	Seismic Analysis of Wood Ranch Dam and Dikes Phase 1	\$125,832	\$110,141	\$15,691	88%
O&M	Pure Technologies US Inc.	Electromagnetic Assessment of North Branch Unit 1	\$111,826	\$0	\$111,826	0%
ENG	Kennedy Jenks Consultants	West to East Transmission Study	\$95,304	\$58,876	\$36,428	62%
FIN	Nigro & Nigro, PC	Audit Services	\$91,500	\$76,500	\$15,000	84%
ENG	Kennedy Jenks Consultants	Grant Preparation Services - Prop 1 Round 2 IRWM Implementation Grant Application	\$86,976	\$55,864	\$31,112	64%



**Professional Services Contract Amounts**  
Open Contracts with a Fixed Scope of Work and Fee  
3/31/2023

Dept	Consultant	Purpose	Not to Exceed Limit	Total Spent	Unexpended Remainder	Percent Used
RES	Arellano Associates	Public Outreach - LVMWD-CMWD Interconnection (450)	\$77,586	\$41,288	\$36,298	53%
ENG	Michael K. Nunley & Associates, Inc.	Design - Somis Farmworker Housing SMP Discharge Station (607)	\$77,218	\$1,766	\$75,452	2%
RES	JPW Communications LLC	CMWD Water Awareness Campaign Development	\$74,055	\$48,008	\$26,048	65%
O&M	Northern Digital, Inc.	Wonderware Intouch Version Upgrade for CCR SCADA System	\$62,612	\$53,850	\$8,762	86%
ENG	Leighton Consulting, Inc.	Seismic Analysis of Wood Ranch Dam and Dikes Phase 2	\$59,964	\$5,974	\$53,991	10%
RES-ENG	Rincon Consultants, Inc.	Environmental Consulting Services - Lindero Pump Station Rehabilitation (592)	\$54,542	\$43,534	\$11,008	80%
ENG	Contractor Compliance & Monitoring, Inc.	Labor Compliance Services - LVMWD-CMWD Interconnection (450)	\$51,840	\$30,600	\$21,240	59%
ENG	Kennedy Jenks Consultants	Newbury Park Connector Study	\$51,264	\$0	\$51,264	0%
ENG	Michael K. Nunley & Associates, Inc.	Preliminary Design - Somis Farmworker Housing SMP Discharge Station (607)	\$45,550	\$44,003	\$1,547	97%
ENG	Simpson Gumpertz & Heger, Inc.	Engineering Support to Evaluate Impacts to CCSB and Improvements for Metrolink SCORE Phase 1	\$41,400	\$29,178	\$12,223	70%
ENG	MNS Engineers	Bid & Construction Phase Services - East Portal Isolation Enhancements (601)	\$36,382	\$25,031	\$11,351	69%
ENG	Contractor Compliance & Monitoring, Inc.	Labor Compliance Services - Lindero Pump Station No. 2 (TOD) Rehabilitation (590)	\$33,300	\$18,000	\$15,300	54%
ENG	Terraverde Energy LLC	Solar Feasibility Evaluation for Lake Bard and Las Posas Wellfields	\$32,500	\$32,500	\$0	100%

**Professional Services Contract Amounts**  
Open Contracts with a Fixed Scope of Work and Fee  
3/31/2023

Dept	Consultant	Purpose	Not to Exceed Limit	Total Spent	Unexpended Remainder	Percent Used
RES-ENG	Rincon Consultants, Inc.	Regulatory Permitting Support - East Portal Isolation Enhancements (601)	\$25,988	\$12,136	\$13,853	47%
RES-ENG	Rincon Consultants, Inc.	Environmental Consulting Services - Simi Valley Reservoir (569)	\$22,384	\$19,260	\$3,124	86%
O&M	Kaizen InfoSource LLC	Records Management Consulting Services	\$20,000	\$13,900	\$6,100	70%
ENG	Contractor Compliance & Monitoring, Inc.	Labor Compliance Services - Lake Sherwood Pump Station Rehabilitation (591)	\$18,090	\$13,875	\$4,215	77%
ADM	Intera Incorporated	Groundwater Flow Model East & South Las Posas Basin Phase 2	\$17,732	\$7,240	\$10,492	41%
O&M	JDH Corrosion Consultants, Inc.	Cathodic Protection Assessment	\$15,840	\$15,480	\$360	98%
ENG	Northern Digital, Inc.	Engineering Study - Santa Rosa Hydro Improvements (582)	\$11,520	\$5,835	\$5,685	51%
FIN	Willdan Financial Services	Standby Charge Administration	\$8,200	\$0	\$8,200	0%
RES-ENG	Rincon Consultants, Inc.	Biological and Cultural Resources Mitigation Implementation - LVMWD-CMWD Interconnection (450)	\$6,738	\$3,618	\$3,120	54%
RES-ENG	Rincon Consultants, Inc.	Environmental Research for Caltrans Contamination Site - Calleguas-Ventura Interconnection (562)	\$4,800	\$1,717	\$3,083	36%
RES-ENG	Rincon Consultants, Inc.	Biological Resource Measure Compliance - East Portal Isolation Enhancements (601)	\$3,233	\$1,765	\$1,468	55%
ENG	Contractor Compliance & Monitoring, Inc.	Labor Compliance Services - East Portal Isolation Enhancements (601)	\$1,260	\$525	\$735	42%

**Calleguas Municipal Water District Professional Services Contract Amounts  
Contracts Without a Fixed Scope of Work and Fee  
As of March 31, 2023**

Department	Consultant	Description	Approved Expenditures for FY 2022-23	Total Expended	Unexpended Remainder
ENG	A and B Electric Company, Inc.	Field inspection, plan review, and as-built preparation - specializing in electrical, mechanical, and instrumentation aspects of construction projects	\$500,000	\$291,247	\$208,753
ENG	NV5, Inc.	Field testing of soils, concrete, and asphalt on construction projects	\$500,000	\$375,664	\$124,336
ENG - O&M	On-Site Technical Services	Factory inspection of pipe and valves, field welding inspection	\$250,000	\$237,736	\$12,264
ENG - O&M	Hamner Jewell & Associates	Right-of-way acquisition services	\$75,000	\$40,700	\$34,300
ENG	Perliter & Ingalsbe	Structural review of plans for developer & public agency projects which affect District pipelines, structural analysis of existing facilities, construction inspection, design for emergency repairs	\$75,000	\$42,287	\$32,714
ENG-RES	Rincon Consultants, Inc.	Field monitoring and reporting for environmental compliance	\$65,000	\$44,732	\$20,268
ADM	Bondy Groundwater Consulting, Inc.	Groundwater consulting services	\$50,000	\$15,307	\$34,693
ENG - O&M	The Johnson Group, Ltd.	Review of insurance certificates and endorsements submitted by contractors and consultants	\$35,000	\$12,592	\$22,408
O&M	All Connected	Technical assistance with information technology	\$30,000	\$1,693	\$28,308
FIN	All Connected	Technical assistance with information technology	\$30,000	\$12,285	\$17,715
O&M	Lettis Consultants International, Inc.	Dam engineering & geology support	\$25,000	\$0	\$25,000
ENG - O&M	Phoenix Civil Engineering	Civil engineering and drafting support, updates to standard details	\$25,000	\$8,271	\$16,729
ENG	Benner and Carpenter	Surveying and Related Support	\$15,000	\$4,230	\$10,770
ENG	Kennedy Jenks Consultants	Construction inspection; hydraulic modeling	\$15,000	\$7,545	\$7,455
ENG	Northwest Hydraulic Consultants, Inc.	Pressure surge analysis	\$10,000	\$963	\$9,038

Department	Consultant	Description	Approved Expenditures for FY 2022-23	Total Expended	Unexpended Remainder
ENG - O&M	Larry Walker Associates	Assistance with NPDES permit compliance for construction and system operations	\$9,000	\$7,082	\$1,918
ENG	Staheli Trenchless Consultants	Technical assistance and construction inspection	\$5,000	\$0	\$5,000

SCOTT H. QUADY, PRESIDENT  
DIVISION 2

ANDY WATERS, VICE PRESIDENT  
DIVISION 3

RAUL AVILA, SECRETARY  
DIVISION 1

JACQUELYN MCMILLAN, TREASURER  
DIVISION 5

THIBAUT ROBERT, DIRECTOR  
DIVISION 4

ANTHONY GOFF  
GENERAL MANAGER



## BOARD MEMORANDUM

**Date:** June 1, 2023

**To:** Board of Directors

**From:** Henry Graumlich, Associate General Manager for Water Policy & Strategy

**Subject:** Item 7.A.5 — Report on Metropolitan’s Climate Adaptation Management Plan for Water Workshop: Foundational Terms and Local Interests

**Objective:** This report provides an update on the Metropolitan Water District of Southern California (Metropolitan) Board of Directors’ May 23, 2023 master planning workshop as it pertains to Calleguas’ new model for resilience.

**Recommended Action:** Receive and discuss a presentation on Metropolitan’s master planning as it relates to the Calleguas Board’s ongoing discussion on how Metropolitan’s actions relate to the Calleguas Board’s new model for resilience.

**Budget Impact:** None

### Discussion:

Background — The Calleguas Board’s strategic vision identified three groups of potential partners to further develop Calleguas’ water supply resilience and reliability. Those groups are: Metropolitan and its member agencies, Calleguas’ retail water partners, and regional partners in Ventura County and beyond. While each set of partnerships presents opportunities to strengthen the District’s resilience, integrating the opportunities each group provides offers a more robust resilience. This is Calleguas’ new model for resilience.

Metropolitan’s Planning Process — On May 23, 2023, the Metropolitan Board of Directors held a workshop as part of its Climate Adaptation Master Plan for Water planning process. Informed by its February 2023 retreat, the Metropolitan Board is using the uncertainty and volatility of climate change impacts on hydrology to discuss the future implications for Metropolitan’s water supply reliability, resilience, financial sustainability, and affordability. Metropolitan’s planning process will map adaptive pathways to balance these foundational interests with criteria to inform Metropolitan’s business model, rate setting, and workforce development.

Local Interests — Just as the District identified the need to understand and integrate the perspectives of its three groups of potential partners, Metropolitan’s planning process recognized the need to understand the interests of its 26 member agencies. For Metropolitan’s May 23 workshop, Metropolitan staff solicited the perspectives of member agency managers on these foundational terms, what Metropolitan should consider in defining those terms, and the influence of climate change.

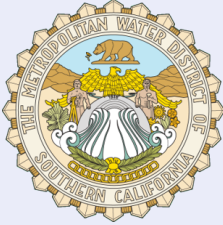
At its May 3, 2023 Board meeting, the Calleguas Board discussed these foundational terms of reliability, resilience, financial sustainability, and affordability. That discussion informed how District staff responded to Metropolitan’s workshop survey. A copy of that response is attached for the Board’s reference. This response was discussed with Director McMillan and other Metropolitan directors and member agency managers in Metropolitan’s Northern Directors’ caucus. The caucus consists of Las Virgenes Municipal Water District, Foothill Municipal Water District, Upper San Gabriel Valley Municipal Water District, Three Valleys Municipal Water District, Calleguas Municipal Water District, and the cities of San Marino, Pasadena, and Burbank.

The June 7, 2023 Board meeting presentation will focus on how the District’s response compares with other member agency responses and the implications for the District’s new model for resilience.

**Attachments:**

1. Calleguas Response to Metropolitan’s “Member Agency Questionnaire: Terminology and Interests,” May 15, 2023

Monday, May 15, 2023



# Climate Adaptation Master Plan for Water

## Member Agency Questionnaire: Terminology and Interests

In preparation for the Metropolitan Board of Directors Workshop on May 23rd, please submit your thoughts on the following questions. We request one response per member agency if possible. We would appreciate your responses by May 15th to inform Workshop preparation. Thank you!

**Agency** Calleguas Municipal Water District

**Respondent's Name** Henry Graumlich

**Respondent's Title** AGM - Water Policy & Strategy

**Email** hgraumlich@calleguas.com

## Terminology: Reliability, Resilience, Financial Sustainability, Affordability

1. Does your agency regularly use these terms? If so, how are they defined, and how are they applied in your service area?

Reliability:

**Yes. Reliability generally refers to the ability to provide long-term water supplies to meet service area demands. Reliability encompasses water resource supply, operations, transmission infrastructure, water quality, and every phase of the continuity of our service to our customers.**

---

Resilience:

**Yes. Resilience generally refers to our capacity to adjust to planned and unplanned interruptions in the continuity of our normal operations.**

---

Financial Sustainability:

**Yes, the long-term stewardship of the resources necessary to maintain continuity of reliability and resilience.**

---

Affordability:

**Yes. This is the relation context of the cost of service within the overall economy of costs necessary for financial sustainability. The Calleguas Board has a goal of smoothing fluctuations in annual rates from Metropolitan.**

---

## 2. What should Metropolitan consider when defining these terms?

Reliability:

**Given the diversity of Metropolitan's member agencies resource mixes, the definition of reliability will vary depending on how the member agency uses Metropolitan's system. Also, Metropolitan should consider how to balance the various "reliabilities" of its sources of imported water, storage, transmission infrastructure, water quality etc. to match how its member agencies may use its system in their own scale of reliability.**

---

Resilience:

**Metropolitan should consider the extent to which it believes it can define and create resilience solely in terms of its span of control or whether it is more effective to create resilience with partnerships at both larger and smaller scales to create an overall more resilient system of systems.**

---

Financial Sustainability

**Metropolitan should consider how individually diverse member agencies' reliability and resilience needs correlate, or fail to correlate, to their willingness to pay for reinvestment in regional long-term solutions.**

---

Affordability:

**Metropolitan should consider affordability as a function of affordability's relationship to financial sustainability, reliability, and resilience.**

---

## 3. How do evolving climate conditions impact your understanding, use, or prioritization of these terms?

Reliability:

**Climate change has introduced longer-term climate resilience issues into water supplies and system operations that were more reliable under mid - to late 20th century conditions.**

---

Resilience:

**The uncertainty of projected greater variability and cascading, inter-related causes and effects will create novel resilience challenges.**

---

Financial Sustainability:

**Uncertainty and increased volatility in both physical and institutional systems will introduce greater risk in making decisions about long-term capital investments even as the failure to invest will bring risk.**

---



Affordability:

**The probable lack of consensus on long-term investments will favor a decision-making context that will favor short-term interests and affordability over long-term sustainability.**

---

#### 4. How would you describe the difference between reliability and resilience?

Reliability is what we lose, when we take too short a view of resilience. Resilience is what we lose when we take too short of view of investment, innovation, and integration.

## Climate Vulnerabilities Specific to your Jurisdiction

**5a. Please rank the climate vulnerabilities to your local water supply, with 1 being your top concern and 10 being your lowest concern.**

1: Limited access or lack of water storage

2: Extended drought

3: Other natural disasters (i.e. wildfires, floods, high winds)

4: Other

5: Energy availability and reliability

6: Water quality management (i.e. runoff, treatment, violations, saltwater intrusion, source water, turbidity, and algal blooms)

7: Workforce preparedness

8: Ecosystems (i.e. coastal erosion, wetland loss, endangered species)

9: Sea level rise

10: Seasonal demands and/or peak service challenges

11: Operation and maintenance demands

**5b. (optional) Please describe "other" climate vulnerabilities.**

Other - Lack of regulatory and policy coherence across state and regional programs. Local water resource managers face state and federal policies at cross-purposes as well as regulatory programs that continue to rely on historical climate patterns to set baseline compliance for water quality and ecosystem function.

**6. How are these climate vulnerabilities different today than in the past?**

These new vulnerabilities are occurring in a context of uncertainty and increased volatility in both physical and institutional systems.

**7. What is the worst climate challenge you expect to encounter?**

The inability of Metropolitan to find a new balance between regional benefit and its member agencies' self-interest in the context of climate change adaptation.

# Community Programs

**8. Disadvantaged Community (DAC), defined in Water Code 79505.5 (as a community with an annual median household income that is less than 80% of the statewide median household income), are typically more vulnerable to the effects of climate extremes. What percentage of DAC make up your service area?**

1-24% of customers

**9a. Check all programs your agency offers to DAC communities.**

Bill assistance

Direct install

Discounted rates

DAC targeted rebates

Community benefits programs

Prop 1 DAC Community Involvement Programs for water education and community priorities

**9b. (optional) Please describe "other" programs for low-income qualified customers.**

Through the Watersheds Coalition of Ventura County, Calleguas supports implementation of a DAC Community Involvement Program. We also address special needs for small water systems adjacent to our service area that cannot afford Metropolitan's annexation fees.

## Workshop Materials

**1. What additional information or background would you like to provide that would be helpful for the Board Members in preparation for the May 23rd Workshop on Terminology and Interests?**

None at this time. We may provide additional information prior to the workshop. Thank you for the opportunity to provide our perspective.

## Upcoming Meetings

This table includes meetings that can be attended by all Board members.

In order to ensure Brown Act compliance, a majority of members should not discuss Calleguas specific issues at meetings other than designated Calleguas Board Meetings.

Ventura County Special Districts* Speaker: Brian Pendleton-GM Ventura Port District	Tue. 06/06 5:30 p.m.	Camarillo Health Care District 3639 E. Las Posas Rd., Bldg F, Sequoia Rooms 1 & 2, Camarillo
Calleguas Board Meeting	Wed. 06/07, 5:00 p.m.	2100 Olsen Road, Thousand Oaks Hybrid Event
AWA-WaterWise*	Thu. 06/15, 8:00 a.m.	1701 Lombard Street Oxnard Hybrid Event
AWA Water Issues	Tue. 06/20, 8:00 a.m.	1701 Lombard Street Oxnard Hybrid Event
Calleguas Board Meeting	Wed. 06/21, 5:00 p.m.	2100 Olsen Road, Thousand Oaks Hybrid Event
Calleguas Water Managers Meeting (formerly Purveyor Managers Meeting)	Thu. 06/22 10:00 a.m.	2100 Olsen Road, Thousand Oaks
AWA CCWUC*	Wed. 06/28, 8:00 a.m.	TBD
Calleguas Board Meeting	Wed. 07/05, 5:00 p.m.	2100 Olsen Road, Thousand Oaks Hybrid Event
CMWD/LVMWD PFA Meeting and CMWD/LVMWD Joint Board Meeting*	Wed. 07/12, 4:30 p.m.	Las Virgenes MWD 4232 Las Virgenes Rd., Calabasas
ACWA Region 8 Event*	Thu. 07/13, 8:30am- 2:30p.m.	West Basin Municipal Water District 17140 Avalon Blvd., Carson, CA 90746
AWA Water Issues	Tue. 07/18, 8:00 a.m.	1701 Lombard Street Oxnard Hybrid Event
Calleguas Board Meeting	Wed. 07/19, 5:00 p.m.	2100 Olsen Road, Thousand Oaks Hybrid Event
AWA-WaterWise*	Thu. 07/20, 8:00 a.m.	1701 Lombard Street Oxnard Hybrid Event

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