



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

will be held at 9:00 a.m., on Thursday, October 28, 2021
 via URL: <https://meetings.ringcentral.com/j/1470572039>
 or via telephone by dialing 1(623) 404-9000 and entering code 147 057 2039 #

CCWA's Board meetings are conducted pursuant to California Government Code Section 54953 and Governor Newsom's Executive Orders (N-25-20, N-29-20 and N-35-20), temporarily suspending portions of the Brown Act in response to the COVID-19 pandemic. Members of the Board will participate in this meeting by video call or telephone.

- Eric Friedman
Chairman
- Ed Andrisek
Vice Chairman
- Ray A. Stokes
Executive Director
- Brownstein Hyatt
Farber Schreck
General Counsel
- Member Agencies*
- City of Buellton
- Carpinteria Valley
Water District
- City of Guadalupe
- City of Santa Barbara
- City of Santa Maria
- Goleta Water District
- Montecito Water District
- Santa Ynez River Water
Conservation District,
Improvement District #1
- Associate Member*
- La Cumbre Mutual
Water Company

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

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

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

- I. Call to Order and Roll Call**
- II. * Consideration of a Resolution No. 21-06 to Authorize the Board of Directors and All Authority Subordinate Bodies to Meet via Remote Teleconference Pursuant to the Brown Act as Amended by Assembly Bill 361 – For Approval**
- III. Public Comment – (Any member of the public may address the Board relating to any matter within the Board's jurisdiction. Individual Speakers may be limited to three minutes; all speakers to a total of fifteen minutes.)**
- IV. Consent Calendar – For Approval**
 - * A. Minutes of the September 23, 2021 Regular Meeting
 - * B. Bills
 - * C. Controller's Report
 - * D. Operations Report
- V. Executive Director's Report**
 - A. Water Supply Situation and Supplemental Water Purchase Program Update – For Information Only
 - * B. Approval to Participate in the Creation of the Water Infrastructure Financing Authority for Water Infrastructure Improvement Benefitting the Authority – For Approval
 - 1. Resolution 21-07: Resolution of the Central Coast Water Authority Authorizing the Execution and Delivery of a Joint Exercise of Powers Agreement to Create the Water Infrastructure Financing Authority and Authorizing Certain Other Matters in Connection Therewith

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Continued

- * Indicates attachment of document to original agenda packet.
- ◆ Indicates enclosure of document with agenda packet.

V. Executive Director's Report - *Continued*

- * C. Ventura-Santa Barbara Counties Intertie Project – *For Information Only*
- * D. Request for Approval of Tank 5 and 7 Chemical Dosing Facility Design (C-21T5ICDF and C-21T7ICDF) - Procurement of Engineering Services in the Amount of \$144,700 – *For Approval*
- * E. FY 2021/2022 Procurement of Replacement Vehicles for the Amount of \$77,927.75 – *For Approval*
- ◆ F. Finance Committee
 - 1. FY 2021/22 First Quarter Investment Report – *For Approval*
- G. State Water Contractors Update – *For Information Only*
- * H. Legislative Report – *For Information Only*

VI. Reports from Board Members for Information Only

VII. Items for Next Regular Meeting Agenda

VIII. Date of Next Regular Meeting: January 27, 2022

(Consider canceling the November and December regular meetings)

IX. Adjournment

Board Report

Stephanie O. Hastings
Attorney at Law
805.882.1415 tel
shastings@bhfs.com

DATE: October 28, 2021

TO: Board of Directors of the Central Coast Water Authority

FROM: Stephanie Hastings, Mack Carlson

CC: Ray Stokes

RE: Consideration of a Resolution No. 21-06 to Authorize the Board of Directors and All Authority Subordinate Bodies to Meet via Remote Teleconference Pursuant to the Brown Act as Amended by Assembly Bill 361

I. INTRODUCTION

This report provides background on the requirement of the Board of Directors (Board) to adopt Resolution No. 21-06 (Resolution) (**Attachment A**) with specific findings to continue to hold remote teleconference meetings during the COVID-19 pandemic pursuant to amendments to the Ralph M. Brown Act (Brown Act) by Assembly Bill (AB) 361.

II. RECOMMENDATION

We recommend that the Board of Directors:

- A. Adopt Resolution No. 21-03 of the Board of Directors of the Central Coast Water Authority Authorizing Remote Teleconference Meetings of the Board of Directors and All Subordinate Bodies under the Ralph M. Brown Act, and
- B. Find that this action is exempt from review pursuant to the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines (Cal. Code Regs., tit 14, § 15000 et seq.) Section 15061(b)(3), the “common sense” exemption that CEQA only applies to projects that have the potential for causing a significant effect on the environment.

III. BACKGROUND

Since March 2020, the Central Coast Water Authority (Authority) Board and all Authority subordinate bodies, such as the Operating and Finance Committees, have been meeting remotely due to the COVID-19 pandemic. The Governor’s Executive Order No. N-29-20 (Executive Order) suspended the Brown Act’s requirements for standard teleconferencing during the COVID-19 pandemic provided that notice and accessibility requirements are met, the public members are allowed to observe and address the legislative body at the meeting, and that a legislative body of a local agency has a procedure for receiving and swiftly

resolving requests for reasonable accommodation for individuals with disabilities, as specified. The provisions of the Executive Order, however, expired on September 30th, 2021.

In recognition that the pandemic remains ongoing, on September 16, 2021 the Governor signed AB 361, an urgency measure, which amends the Brown Act and authorizes remote teleconference public meetings under certain circumstances. AB 361 took effect on October 1, 2021 and expires on January 1, 2024. If the Board desires to continue to meet remotely, it must comply with the Brown Act as amended by AB 361.

AB 361 applies to meetings during a state of emergency as declared by the Governor. There also must be either imposed or recommended measures to promote social distancing by state or local officials, or a finding by the legislative body that meeting in person would present imminent risks to the health or safety of attendees as a result of the emergency. The bill, however, does not require the Authority to continue to hold teleconference or hybrid public meetings.

AB 361 also requires several procedural safeguards to protect public participation during a remote meeting, which are generally consistent with the Board's current remote meeting practices. Key safeguards include: (1) the public must have the ability to address the legislative body directly, and must be provided information on how to address the body; (2) the public must have either a call-in or internet-based service option; (3) the legislative body must stop the meeting in the event of a disruption of the call-in or internet-based option; and (4) the legislative body must allow for a reasonable time for real-time comments, including time to register to provide remote public comments. Should the Board decide to hold teleconference meetings, as it has during the COVID-19 pandemic, it will have to comply with these requirements.

If the Board elects to hold one or more meetings by teleconference, it will need to adopt the proposed Resolution. The Board also must adopt a resolutions making the findings required by Government Code section 54953, subdivision (e) every 30 days in order to continue holding remote teleconference meetings (e.g., the Board must adopt another resolution on or before November 27, 2021 to continue remote teleconference meetings).

IV. ENVIRONMENTAL REVIEW

CEQA Guidelines Section 15061(b)(3) provides a "common sense" exemption to environmental review that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to review. The proposed Resolution, allowing for the continuance of holding remote teleconference meetings during a declared state of emergency, does not have the potential for causing a significant effect on the environment. The Resolution thus makes a finding that the Resolution is not subject to CEQA.

V. ATTACHMENTS

A. Resolution No. 21-06

RESOLUTION NO. 21-06

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENTRAL COAST WATER AUTHORITY AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE BOARD OF DIRECTORS AND ALL SUBORDINATE BODIES UNDER THE RALPH M. BROWN ACT

WHEREAS, the Central Coast Water Authority (Authority) is committed to preserving and fostering public access and participation in meetings of the Board of Directors (Board) and all Authority subordinate bodies, as required by the Ralph M. Brown Act (Gov. Code § 54950 et seq.) (Brown Act), so that any member of the public may attend and participate as the bodies conduct the public's business; and

WHEREAS, the Brown Act contains special provisions for remote teleconference participation in meetings when the Governor has declared a state of emergency pursuant to Government Code section 8625, and either state or local official have imposed or recommended measures to promote social distancing, or an in-person meeting would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now existing with the County of Santa Barbara (County). On March 4, 2020, Governor Gavin Newsom issued a Proclamation of a State of Emergency for the COVID-19 pandemic. The County Health Officer has issued numerous Health Orders regarding safety protocols during the COVID-19 pandemic, including Health Officer Order No. 2021-10.5, dated October 5, 2021, which requires the use of face covering at all times in all indoor public settings and promotes physical distancing. Further, the County Health Officer and Public Health Director issued a Health Official AB 361 Social Distance Recommendation, dated September 28, 2021, encouraging remote teleconference options for public meetings as an effective and recommended social distancing measure to facilitate public participation while protecting participants and others from the COVID-19 disease. The latest County order and recommendation were made necessary by the rise in the more contagious and easily spread Delta variant of the COVID-19 virus throughout the nation, and specifically within the County; and

WHEREAS, the Board finds that the current situation with regard to COVID-19, and particularly the Delta variant, is causing, and will continue to cause, risks to the safety of persons within the County and finds that the Board and all Authority subordinate bodies shall conduct its meetings with remote teleconference participation in the manner authorized by Government Code Section 54953, subdivision (e) and in compliance with the requirements to provide public access in Government Code Section 54953, subdivision (e)(2); and

WHEREAS, this Resolution is exempt from the California Environmental Quality Act (CEQA) pursuant to the "common sense" exemption to environmental review under Section 15061 subdivision (b)(3) of Title 14 of the California Code of

Regulations (CEQA Guidelines) because remote teleconference meetings during a declared state of emergency do not have the potential for causing a significant effect on the environment.

NOW THEREFORE, THE BOARD OF DIRECTORS DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Remote Teleconference Meetings. The Board and all Authority subordinate bodies shall conduct their meetings with remote teleconference participation in the manner authorized by Government Code Section 54953, subdivision (e), and in compliance with the requirements to provide public access in Government Code Section 54953, subdivision (e)(2).

Section 3. Effective Date. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of November 27, 2021, or such time as the Board of the Authority adopts a resolution in accordance with Government Code Section 54953, subdivision (e)(3) to extend the time during which meetings may continue to be held via remote teleconference in compliance with that section.

I certify that the foregoing Resolution No. 21-06 was adopted by the Board of Directors of the Central Coast Water Authority at a meeting held October 28, 2021.

Eric Friedman, Chairman

[Seal]

Attest:

Elizabeth Watkins
Secretary to the Board of Directors

	VOTING PERCENTAGE	AYE	NAY	ABSTAIN	ABSENT
City of Buellton	2.21%	_____	_____	_____	_____
Carpinteria Valley Water District	7.64%	_____	_____	_____	_____
Goleta Water District	17.20%	_____	_____	_____	_____
City of Guadalupe	1.15%	_____	_____	_____	_____
Montecito Water District	9.50%	_____	_____	_____	_____
City of Santa Barbara	11.47%	_____	_____	_____	_____
City of Santa Maria	43.19%	_____	_____	_____	_____
Santa Ynez River Water Conservation District, Improvement District No. 1	7.64%	_____	_____	_____	_____

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

September 23, 2021

The Board meeting was conducted pursuant to California Government Code Section 54953 and Governor Newsom's Executive Orders, N-25-20, N-29-20 and N-35-20, temporarily suspending portions of the Brown Act to implement social distancing in response to the COVID-19 pandemic. Members of the Board participated in this meeting by video call or telephone. Public Comment on agenda items also occurred via e-mail, video call or telephonically.

Ms. Lisa Watkins, CCWA Board Secretary, confirmed that all Board members could hear each other, had received a copy of the meeting agenda, and could hear the proceedings.

I. Call to Order and Roll Call

Chairman Friedman called the Central Coast Water Authority (CCWA) Board of Directors meeting to order at 9:01 AM.

CCWA member agencies with voting privileges were represented by:

<u>Representative</u>	<u>Agency/City</u>	<u>Voting %</u>
Farfalla Borah	Goleta Water District	17.20%
Jeff Clay	Santa Ynez River Water Conservation District, ID #1	7.64%
Eric Friedman	City of Santa Barbara	11.47%
Shirley Johnson	Carpinteria Valley Water District	7.64%
Ariston Julian	City of Guadalupe	1.15%
Etta Waterfield	City of Santa Maria	43.19%
Floyd Wicks	Montecito Water District	9.50%

II. Public Comment

There was no public comment related to items not on the agenda.

III. Consent Calendar

- A. Minutes of the June 24, 2021 Regular Meeting
- B. Bills
- C. Controller's Report
- D. Operations Report

A motion to approve the Consent Calendar was made by Director Julian, seconded by Director Borah and carried following a roll call vote, with Directors Borah, Clay, Friedman, Johnson, Julian, Waterfield and Wicks in favor and none opposed.

IV. Executive Director's Report

A. CCWA Employee Recognition

Mr. Ray Stokes, CCWA Executive Director, commended Thomas Petersen, CCWA Distribution Supervisor, for his 25 years of service to CCWA, noting Tom joined CCWA as a Distribution Technician and was promoted to Distribution Supervisor in 2008. John Brady, CCWA Deputy Director, provided some highlights of Tom's career with CCWA.

Ms. Dessilava Mladenova, who was recently hired as CCWA's Controller, was introduced to the Board.

B. CCWA 30 Year Anniversary

Mr. Stokes, noted that last month marks the 30 year anniversary of the formation of CCWA, and next week will mark the final payment on the outstanding CCWA bond issuance.

C. Water Supply Situation Report

Mr. Stokes reviewed the current water supply in California, noting precipitation has only been lower in the extreme drought year of 1976-77. Lake Oroville and San Luis Reservoir are at extreme low levels. Lake Oroville has dropped below the outlet works that enables it to produce hydro power at the Hyatt Power Plant.

DWR has indicated that due to the potential 0% allocation next year and expected low flows, CCWA project participants may have difficulty recovering their banked water with other agencies downstream of CCWA. Mr. Stokes stated he is working with DWR on this issue.

Mr. Brady reviewed CCWA's operational changes that will be implemented in the event the anticipated low flows create any nitrification issues, including the design of permanent facilities to adjust treatment of the water further down the pipeline to maintain potability.

The Board asked questions related to the potential for a reversal of the state's aqueduct flow to deliver water from downstream of CCWA's turnout, as well as the visual level of San Luis Reservoir versus the reported low level.

D. 2021 Supplemental Water Purchase Program Update

Currently, CCWA has obtained 2,593 AF of supplemental water for participants. The water has been obtained through the State Water Contractor's Dry Year Transfer Program, Yuba Accord Purchase, and transactions with Casitas Municipal Water District and Mojave Water Agency.

E. Montecito Water District Request for CCWA to Facilitate Supplemental Water Purchase

The CCWA Board of Directors authorized the creation of the CCWA Supplemental Water Purchase Program (SWPP) as a way to assist CCWA participants' needing

additional water supplies due to the ongoing drought. Mr. Stokes explained the process for purchase opportunities through the SWPP, noting CCWA has contracted directly with the seller for each of the transactions on behalf of the SWPP participants. Additionally, as may be required by the Department of Water Resources to effectuate any water purchase, CCWA contracts with the Santa Barbara County Flood Control and Water Conservation District.

Montecito Water District (MWD) has identified a water purchase opportunity from Homer LLC, a subcontractor of another State Water Project Contractor. MWD has requested that CCWA facilitate the proposed water purchase from Homer LLC on behalf of Montecito Water District, independent of the SWPP.

Because MWD's request falls outside the approved SWPP and is solely for the benefit of MWD, Staff requires the Board of Directors' approval to facilitate the purchase and utilize CCWA facilities. Mr. Wicks provided more information on the transaction, which initially is a water purchase option, and may turn into a purchase in spring of 2022. Director Borah asked if a similar transaction had ever been presented to the Board, and Mr. Stokes stated this was the first. Ms. Hastings, CCWA General Counsel, clarified the request today was for administrative assistance, and actual contracts would be brought to the Board at a later date.

Upon a motion by Director Waterfield, seconded by Director Wicks and carried following a roll call vote with Directors Borah, Clay, Friedman, Johnson, Julian, Waterfield and Wicks in favor, and none opposed the Board approved Montecito Water District's request for CCWA to help facilitate its purchase of supplemental water from Homer LLC with all costs to be paid by Montecito Water District.

- F. Request for Approval of Carryover of Project Funds for FY 20/21 to FY 21/22 - \$761,415.66

Mr. Brady reviewed a detailed report for certain projects that were included in the FY 20/21 Budget that were not completed due to timing and scheduling, and requested the funds for those projects be carried over to FY 21/22 to allow for completion of the projects.

In response to a question from Director Borah, Mr. Brady explained the risk involved in the projects that have been carried over from 2017 due to material supply issues.

Upon a motion by Director Julian, seconded by Director Waterfield and carried following a roll call vote with Directors Borah, Clay, Friedman, Johnson, Julian, Waterfield and Wicks in favor, and none opposed the Board approved the carryover of project funds from FY 20/21 to FY 21/22 in the amounts of \$704,050.03 for Capitalized Projects and \$57,365.63 for Expensed Projects, for a total of \$761,415.

- G. Request for Approval of Water Treatment Plant Programmable Logic Controller Upgrade Project (C-20PLCUPG and C-21PLCUPG) - Procurement of Engineering Services in the Amount of \$393,500

Mr. Brady explained the purpose of the programmable logic controllers (PLC), noting that the Water Treatment Plant is generally operated by one person and the

PLC system makes that possible. He provided background on the firms selected for the project, the scope of the project, and the implementation plan, including the timeline for Board decisions.

Upon a motion by Director Waterfield, seconded by Director Johnson and carried following a roll call vote with Directors Borah, Clay, Friedman, Johnson, Julian, Waterfield and Wicks in favor, and none opposed, the Board authorized the Executive Director to negotiate and execute a Change Order to the CCWA Professional Engineering Services Contract and Notice To Proceed issued to Cannon Engineering Inc. for the Polonio Pass Water Treatment Plant Programmable Logic Controllers Replacement Project. The Change Order shall change the scope of work of the October 14, 2020 Notice to Proceed to eliminate testing and documentation, bid package preparation and construction support tasks and to add the scope of work presented in the Cannon Engineering Proposal dated September 4, 2021 in the amount of \$393,500.

H. DWR Statement of Charges: Overview of Protests Made

Various audits have been conducted on the annual DWR Statement of Charges, including some by the State Water Contractors. Ernst & Young was also retained by CCWA and San Luis Obispo County to audit specifically the charges associated with the Coastal Branch. As a result of those audits, protests have been filed against certain DWR charges. A chart detailing the charges, including the dates of the protests filed and the anticipated dates the matters will be resolved was included in the meeting materials for the information of the Board.

In response to a question from Director Friedman, Mr. Stokes provided information on how amounts owed to CCWA will be repaid by DWR over time. He noted that DWR is currently conducting a Capital Reconciliation Project, and as a result of the Capital Reconciliation Project DWR may determine that CCWA owes money for charges that may have been misapplied, therefore the amounts expected for repayment may change. As well, there is a pending Water System Revenue Bond Surcharge protest item currently being calculated by DWR which is estimated to be \$300 million spread between all State Water Contractors.

I. State Water Contractors Update

State Water Contractors are focused on researching issues related to the ongoing drought, including how individual SWCs are dealing with the drought, and how operational issues are being addressed.

Westlands Water District (Westlands), a Federal Water Contractor, planned to move State Water Project water from one location within their district through the State Water Aqueduct and replace it with groundwater within the system. Mr. Brady explained how this activity will affect the quality of water delivered to CCWA and possibly create subsidence issues. DWR had negotiated terms with Westlands to require them to provide mitigation water and indemnification in the event any SWP Contractor, including CCWA, is harmed in its ability to treat the water delivered to it as a result of the Westlands project. Westlands' Board has rejected the terms and will instead have individual users within its district negotiate with DWR for the water exchange. CCWA is now investigating what its next steps will be to address its concerns.

J. Legislative Update

The item was included in the Board materials for the information of the Board. Mr. Stokes stated that CCWA sent a letter of support related to SB559 to provide additional funding for subsidence issues, and the bill has been made to a two year bill.

K. Legal Update: Amendments to Brown Act re. Teleconferencing

Ms. Hastings, CCWA General Counsel, reported to the Board that the necessity for this item has been removed. The Governor has issued Executive Order N-15-21 suspending implementation of AB 361 until after September 30, 2021. General Counsel recommends that this item be removed from the agenda until applicable to CCWA.

Upon a motion by Director Waterfield, seconded by Director Wicks and carried following a roll call vote with Directors Borah, Clay, Friedman, Johnson, Julian, Waterfield and Wicks in favor and none opposed the Board removed Agenda Item IV.K. from the agenda as it is no longer applicable.

Director Waterfield excused herself from the meeting, and Alternate Director Springer assumed representation for the City of Santa Maria.

V. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code section 54956.9(d) (1)

Name of case: Central Coast Water Authority, et al. v. Santa Barbara County Flood Control and Water Conservation District, et al. (Case No. 21CV02432)

B. CLOSED SESSION: CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code section 54956.8

Property: State Water Contract

Agency negotiator: Ray Stokes

The Board adjourned to closed session at 10:51 AM.

VI. Return to Open Session

The Board reconvened from closed session at 11:45 AM.

Chairman Friedman reported there were no actions to report as a result of either of the two closed session items.

VII. Reports from Board Members for Information Only

There were no reports from Board members.

VIII. Items for Future Meeting Agendas

Mr. Stokes stated there will be updates to some of the matters discussed in this meeting, and the Water Management Strategies Study results may be presented to the Board in October.

IX. Date of Next Regular Meeting: October 28, 2021

X. Adjournment

The meeting was adjourned at 11:47 AM.

Respectfully submitted,

Elizabeth Watkins
Secretary to the Board



CENTRAL COAST WATER AUTHORITY

Normal and Recurring Costs

Bills for Ratification - September 2021

VENDOR	INVOICE AMOUNT	DESCRIPTION
GENERAL & ADMINISTRATIVE EXPENSES		
Bank of America Business Card	3.06	Staff meetings
Bank of America Business Card	425.00	NSC Membership Dues 2021-22
Brady, John	270.00	Reimbursable expenses - Certification renewal
Cardmember Service	716.30	Publications, subscriptions, postage
Dargatz, Darin	105.00	Reimbursable expenses - Certification renewal
Espinoza, Manuel	677.00	Reimbursable expenses - Certification renewal/Training
Federal Express	423.23	Express shipping
Keller & Associates Inc	1,355.75	Training Material
Parent, Joseph	105.00	Reimbursable expenses - Certification Renewal
United Parcel Service	401.80	Shipping expenses
US Bank	121.25	Staff Meeting
US Bank	345.00	GFOA Renewal
	\$ 4,948.39	Total General & Administrative
MONITORING EXPENSES		
Aramark	58.14	Lab supplies
Eurofins Eaton Analytical	1,445.00	Lab testing
FGL Environmental	130.00	Lab supplies
Hach Company	2,396.69	Lab supplies
IDEXX Distribution Corp.	2,541.91	Lab supplies
Mettler-Toledo Inc.	1,245.42	Water Analysis Tests
VWR International	949.54	Lab supplies
	\$ 8,766.70	Total Monitoring Expenses
OFFICE EXPENSES		
Bank of America Business Card	135.56	Office and kitchen supplies
Chase Card Services	116.01	Staff Meetings
Office Depot	740.80	Office, janitorial & kitchen supplies
Staples Inc.	10.84	Office, janitorial & kitchen supplies
Ultrex Business Products	106.67	Office supplies
US Bank	35.96	Office supplies
Valley Oaks Printing	48.49	Business cards/Envelopes
	\$ 1,194.33	Total Office Expenses
OTHER EXPENSES		
Afinety Inc.	318.75	Miscellaneous Software Updates
Airgas USA, LLC	69.60	Equipment Rental
Bank of America Business Card	699.51	Computer miscellaneous expenses
Brownstein Hyatt Farber	8,826.00	Legal Services: 2021 Dry Year Transfer Program
Brownstein Hyatt Farber	734.00	Legal Services: SWPP General Expense Water Transfer
Comcast	194.78	Internet Service
CompuVision	5,085.00	Managed Service Agreement
CompuVision	995.00	Datto Cloud Backup
De Lage Landen Financial Services	451.79	Copier Lease - BAO and WTP
Dell Business Credit	4,259.25	Desktops (3)
Graybar	(492.78)	Advanced Control Annual Support/Credit memo Sales tax
Impulse Internet Services	2,197.57	T-1 System and Internet Service (Buellton and Shandon)
Marborg Industries	567.50	Tank 5/Tank 7/Tank 2/ EDV/Roll-Off Rental BAO
Microwest Software Systems, Inc.	4,595.00	CMMS Maintenance and Support
United Rentals North America, Inc.	526.74	Equipment Rental
Wilson Creek Communications	155.00	Internet Service
	\$ 29,182.71	Total Other Expenses



CENTRAL COAST WATER AUTHORITY

Normal and Recurring Costs

Bills for Ratification - September 2021

VENDOR	INVOICE AMOUNT	DESCRIPTION
OTHER MISCELLANEOUS EXPENSES		
Department of Water Resources	4,026,633.00	Variable OMP&R, Delta Water & Transport Charge
	\$ 4,026,633.00	Total Other Miscellaneous Expenses
PERSONNEL EXPENSES		
ACWA/JPIA	21,825.00	ACWA 2022 Dues
CalPERS Health	30,418.07	Health Insurance
CalPERS Retirement	36,126.92	Pension Contributions
CCWA Payroll Wages/Taxes	260,866.68	Gross Payroll Wages/Taxes
Dental/Vision Payments	4,223.34	Dental/Vision Benefits
MetLife SBC Insurance	966.35	Life Insurance
Other Misc Employee Benefits	10,098.06	Vehicle, Uniform and Cafeteria Plan Benefits
Standard Insurance Company	1,277.25	Disability Insurance
	\$ 365,801.67	Total Personnel Expenses
PROFESSIONAL SERVICES		
Bartel Associates, LLC	2,700.00	GASB 75 Accounting Report
Brownstein Hyatt Farber	10.50	Legal Services-Monterey II Litigation
Brownstein Hyatt Farber	95.00	Legal Services-Relations State Water Contractors
Brownstein Hyatt Farber	285.00	Legal Services-DDWR Water Operations
Brownstein Hyatt Farber	1,662.50	Legal Services-Relations with DWR
Brownstein Hyatt Farber	2,748.67	Legal Services-General Meetings
Brownstein Hyatt Farber	4,892.50	Legal Services-Renewal Warren Act
Brownstein Hyatt Farber	17,108.86	Legal Services-CCWA, et. al. v SBC
Cardno, Inc.	144.75	Environmental Consulting
Credential Check Corporation	41.68	Background checks
Ernst & Young LLP	3,009.00	Accounting Services
Koff & Associates	4,040.00	Compensation and Benefit Survey
Samba Holdings, Inc.	72.56	DMV driver reports
Stradling Yocca Carlson Rauth	3,481.50	Legal - Employee Matters/General Matters
Underground Service Alert	43.00	New USA tickets
	\$ 40,335.52	Total Professional Services
CIP PROJECTS - MATERIALS & OVERHEAD		
MBDC Inc	22,400.00	CyberLock Replacement and Door Service
Thermo Electron North America	32,277.16	Ion Chromatograph
Velosio	2,397.50	MS Dynamics SL 2021 Accounting Software Upgrade
	\$ 57,074.66	Total CIP Project - Materials and Overhead
REPAIRS & MAINTENANCE		
Aramark	563.82	Building maintenance supplies
Bank of America Business Card	10.00	Vehicles repairs and maintenance
Bank of America Business Card	354.17	Building maintenance supplies
Bank of America Business Card	1,112.92	Parts, repair and maintenance
Big Brand Tire & Service	347.28	Vehicle maintenance
Cal Coast Irrigation, Inc.	44.37	Parts, repair and maintenance
City of Buellton	96.89	Landscape maintenance - water
Consolidated Electrical Distributors	956.93	Parts, repair and maintenance
Coverall North America, Inc	1,234.00	Janitorial service - BAO/SYPS
D&H Water Systems Inc.	3,598.72	Equipment repairs and maintenance
DXP Enterprises Inc.	3,602.82	Equipment repairs and maintenance
Grainger Inc.	115.25	Parts, repair and maintenance



CENTRAL COAST WATER AUTHORITY

Normal and Recurring Costs

Bills for Ratification - September 2021

VENDOR	INVOICE AMOUNT	DESCRIPTION
Hach Company	2,759.56	Parts, repair and maintenance
Harrington Industrial Plastics	5,752.94	Parts, repair and maintenance
Home Depot	272.68	Parts, repair and maintenance
Hopkins Technical Products Inc	2,546.52	Parts, repair and maintenance
Independent Electric Supply	377.47	Equipment repairs and maintenance
Jan's Gardening Service	550.00	Landscape maintenance - BAO/SYPS
JV Outdoor Power Equipment	94.54	Repair and maintenance
Knechts Plumbing and Heating	600.00	HVAC service and repairs
Lowe's	218.14	Parts, repair and maintenance
Mid-Coast Fire Protection Inc	6,074.21	Equipment repairs and maintenance
Office Depot	76.58	Janitorial supplies
Pacific Coast Termite Inc	800.00	Annual Pest Maintenance Renewal
Praxair Distribution, Inc.	144.77	Repairs & maintenance supplies
Procure Janitorial Supply	96.51	Janitorial supplies - WTP
Progressive Greenery	330.00	Landscape maintenance - WTP
Pumping Solutions	11,212.88	Equipment repairs and maintenance
Rio Vista Chevrolet	1,111.47	Vehicle maintenance
Santa Ynez Valley Hardware	16.96	Maintenance supplies
Ultrex Business Products	251.73	Copier maintenance
US Bank	986.47	Equipment repairs and maintenance
USA Blue Book	2,939.84	Equipment repairs and maintenance
Western Exterminator Co	230.00	Pest control spraying - BAO and SYPS
	\$ 49,480.44	Total Repairs & Maintenance
SUPPLIES & EQUIPMENT		
Airgas USA, LLC	47.81	Safety supplies/Minor tools
Aramark	757.47	Uniform expenses
Bank of America Business Card	15.07	Minor tools
Bank of America Business Card	179.39	Safety supplies
Burt Industrial Supply, Inc	473.37	Minor Tools, Maintenance supplies and hardware
Carr's Boots & Western Wear	157.13	Uniform expenses
Chemtrade Chemicals US, LLC	27,016.25	Chemicals - WTP
Fastenal Company	131.16	Maintenance supplies and hardware, safety supplies
Grainger Inc.	713.97	Minor tools, equipment & maintenance supplies, safety supplies
Harrington Industrial Plastics	69.03	Maintenance supplies and hardware
Harrison Hardware	58.36	Maintenance supplies and hardware
Hill Brothers Chemical Company	4,326.46	Chemicals - WTP
Integrated Industrial Supply Inc	1,104.04	Safety supplies
JB Dewar	1,705.30	Fuel - equipment
JCI Jones Chemical	9,360.00	Chemicals - WTP
Lowe's	395.36	Maintenance supplies and hardware
McMaster-Carr Supply Company	331.02	Minor tools, equipment & maintenance supplies, safety supplies
Office Depot	76.87	Safety supplies
Praxair Distribution Inc.	121.94	Equipment maintenance
Staples Credit Plan	56.45	Maintenance Supplies
Sterling Water Technologies, LLC	21,607.49	Chemicals - WTP
Tustin Lock and Safe	118.00	Cyber Key repair and maintenance
Univar Solutions USA, Inc.	35,586.46	Chemicals - WTP
US Bank	42.72	Maintenance supplies, Minor Tools, Safety Supplies
WEX Bank - Wright Express	5,729.34	Fuel - Autos
	\$ 110,180.46	Total Supplies & Equipment



CENTRAL COAST WATER AUTHORITY

Normal and Recurring Costs

Bills for Ratification - September 2021

VENDOR	INVOICE AMOUNT	DESCRIPTION
UTILITIES		
City of Buellton	194.78	Water - BAO
First Choice Technology	14.41	Phone - Long distance carrier, 800#
Frontier	364.21	Telephone charges
Health Sanitation Services	267.49	Waste Disposal - SYPS
Marborg Industries	622.86	Waste Disposal - BAO/Trash roll off
Pacific Gas & Electric	81,644.69	Utilities - BAO/SYPS/WTP
San Miguel Garbage Company	225.02	Waste Disposal - WTP
Santa Ynez River Water Conservation	181.91	Water - SYPS
SoCalGas	6.20	Natural Gas - BAO
Stokes, Ray	200.06	Reimbursable Expenses - Cell Phone charges
Surfnet Communications, Inc.	75.00	Wireless Internet - Chorro
Verizon Wireless	647.70	Cell phone charges
	\$ 84,444.33	Total Utilities
Subtotal - Bills for Ratification	\$ 4,778,042.21	



CENTRAL COAST WATER AUTHORITY

Bills for Approval

VENDOR		INVOICE AMOUNT	DESCRIPTION
State of California DWR	\$	1,391,870.00	Capital Cost and Minimum OMP&R Charges -OCT '21
Subtotal - Bills for Approval	\$	1,391,870.00	
Total Ratification and Approval Bills	\$	<u>6,169,912.21</u>	



Statements of Net Position

ASSETS

	<u>August 31, 2021</u>	<u>July 31, 2021</u>
<u>Current Assets</u>		
Cash and investments	\$ 14,315,220	\$ 15,226,321
Accounts Receivable (Note 1)	263	263
Other assets	1,650,653	1,674,571
Total Current Assets	<u>15,966,136</u>	<u>16,901,154</u>
<u>Restricted Assets</u>		
Operations and Maintenance Reserve Fund (Note 2)	2,128,565	2,128,159
DWR Reserve Fund (Note 3)	3,877,124	3,876,384
Rate Coverage Reserve Fund (Note 4)	9,539,780	9,537,960
Debt Service Payments (Note 5)	10,385,162	10,383,181
Department of Water Resources (Note 6a)	30,737,866	31,759,618
CCWA, DWR& Warren Act Variable Fund (Note 6b)	3,248,161	3,788,929
Credits Payable (Note 7)	937,325	937,146
Escrow Deposits (Note 8)	515,956	515,858
Total Restricted Assets	<u>61,369,939</u>	<u>62,927,235</u>
<u>Property, Plant and Equipment</u>		
Construction in progress (Note 9)	529,652	527,300
Fixed assets (net of accumulated depreciation)	89,212,894	89,425,182
Total Property, Plant and Equipment	<u>89,742,546</u>	<u>89,952,482</u>
<u>Other Assets</u>		
Unamortized bond issuance costs (Note 10)	12,365	24,730
Long Term Receivable		49
Total Other Assets	<u>12,365</u>	<u>24,779</u>
 Total Assets	 \$ <u><u>167,090,985</u></u>	 \$ <u><u>169,805,650</u></u>



Statements of Net Position

LIABILITIES AND FUND EQUITY

	<u>August 31, 2021</u>	<u>July 31, 2021</u>
<u>Current Liabilities</u>		
Accounts Payable	\$ 383,786	\$ 751,281
DWR Deposits (Note 6a)	30,737,868	31,759,620
CCWA, DWR and Warren Act Variable Charge Deposits (Note 6b)	3,248,161	3,788,929
Accrued interest payable	210,314	168,251
Other liabilities	2,370,127	2,542,834
DWR Reserve Fund	3,877,124	3,876,384
Rate Coverage Reserve Fund	9,495,379	9,495,379
Unearned Revenue	99,296	120,280
Credits Payable to Project Participants	2,391,822	2,384,717
Total Current Liabilities	52,813,877	54,887,674
<u>Non-Current Liabilities</u>		
Bonds payable (Note 11)	10,095,000	10,095,000
Bond Original Issue Premium, net	33,148	66,295
OPEB Liability	874,907	874,907
Escrow Deposits	515,956	515,858
Net Pension Liability	3,745,005	3,745,005
Total Non-Current Liabilities	15,264,016	15,297,065
<u>Commitments and Uncertainties</u>		
<u>Net Assets</u>		
Contributed capital, net (Note 12)	22,562,433	22,562,433
Retained earnings	76,450,660	77,058,478
Total Net Assets	99,013,093	99,620,911
Total Liabilities and Net Assets	\$ 167,090,985	\$ 169,805,650



Statements of Revenues, Expenses and Changes in Net Position

	<u>August 31, 2021</u>	<u>July 31, 2021</u>
<u>Operating Revenues</u>		
Operating reimbursements from project participants	\$ 20,941,518	\$ 20,664,611
Other revenues	138	135
Total Operating Revenues	<u>20,941,656</u>	<u>20,664,747</u>
<u>Operating Expenses</u>		
Personnel expenses	1,035,865	696,359
Office expenses	2,289	1,314
General and administrative	33,868	20,738
Professional Services	82,879	57,435
Supplies and equipment	200,550	109,682
Monitoring expenses	18,133	14,001
Repairs and maintenance	58,129	34,824
Utilities	123,557	42,374
Depreciation and amortization	370,866	185,432
Other expenses	148,470	69,832
Total Operating Expenses	<u>2,074,607</u>	<u>1,231,990</u>
Operating Income	<u>18,867,050</u>	<u>19,432,756</u>
<u>Non-Operating Revenues</u>		
Investment income	31,517	16,836
Total Non-Operating Revenues	<u>31,517</u>	<u>16,836</u>
<u>Non-Operating Expenses</u>		
Interest	84,125	42,063
Current year credits payable	31,517	16,836
Loss on disposal of fixed assets	49	
Total Non-Operating Expenses	<u>115,692</u>	<u>58,899</u>
Net Income	<u>18,782,875</u>	<u>19,390,694</u>
<u>Retained Earnings</u>		
Retained earnings at beginning of period	57,667,784	57,667,784
Retained earnings at end of period	\$ <u><u>76,450,660</u></u>	\$ <u><u>77,058,478</u></u>



Budget and Actual All Reaches

Preliminary & Unaudited
August 31, 2021

	Budget	Actual	Percent Expended ⁽¹⁾
Revenues			
Fixed operating assessments ⁽²⁾	\$ 11,514,795	11,514,795	100.00%
Variable operating assessments	4,153,649	404,454	9.74%
Miscellaneous income		138	
Investment income		5,434	
Total Revenues	15,668,444	11,924,821	76.11%
Expenses ⁽²⁾			
Personnel expenses	886,731	1,035,865	116.82%
Office expenses	3,550	2,289	64.48%
General and administrative	51,194	33,868	66.16%
Professional Services	372,464	82,879	22.25%
Supplies and equipment	229,218	200,550	87.49%
Monitoring expenses	19,568	18,133	92.67%
Repairs and maintenance	48,801	58,129	119.11%
Utilities	529,612	123,557	23.33%
Other expenses	118,832	105,420	88.71%
Capital and Non-Capital Expenditures	2,083,475	572,702	27.49%
TO Expenses	4,191	5,705	136.13%
Total Expenses	4,347,636	2,239,097	51.50%
Operating Income	11,320,808	9,685,724	86%
Net Income (Loss)	\$ 11,320,808	9,685,724	

(1) Percent of year expended: 16.67%

(2) Includes revenues and expenses for Turnouts and adjusted for carryover revenues from FY 2020/21 to FY 2021/22

Central Coast Water Authority
Notes to Financial Statements
August 31, 2021

Note 1: Accounts Receivable

Accounts receivable consists of amounts payable by the State Water Project contractors and other miscellaneous receivables.

Note 2: O&M Reserve Fund

The O&M reserve fund represents cash reserves for emergency uses. The funding requirement is \$2,000,000 allocated on an entitlement basis for the Santa Barbara County project participants. Investment earnings on O&M reserve fund balances are credited against CCWA O&M assessments.

<u>Project Participant</u>	<u>Amount</u>
City of Guadalupe	\$ 28,311
City of Santa Maria	833,889
Golden State Water Company	25,737
Vandenberg AFB	402,024
City of Buellton	29,752
Santa Ynez ID #1 (Solvang)	77,212
Santa Ynez ID #1	25,644
Goleta Water District	230,796
Morehart Land Co.	10,295
La Cumbre Mutual Water Company	51,469
Raytheon Systems Company	2,574
City of Santa Barbara	154,424
Montecito Water District	153,864
Carpinteria Valley Water District	102,576
TOTAL:	<u>\$ 2,128,565</u>

Central Coast Water Authority
Notes to Financial Statements
 August 31, 2021

Note 3: DWR Reserve Fund

The DWR Reserve Fund was established to provide a funding source for payments to the State of California Department of Water Resources (DWR) when there is a difference between estimates used to prepare the DWR portion of the annual CCWA budget and the actual amounts billed to the Authority by DWR. Contributions to the DWR Reserve Fund are voluntary. Funding of each participating Project Participant's share of the DWR Reserve Fund will come from a combination of (1) CCWA Operating Expense budget surpluses, if any (2) Interest earnings on funds held in all other accounts on behalf of the participating Project Participant and (3) excess amounts, if any, from any of the DWR Statement of Charges cost components until the funding Target Amount is reached. The Target Amount will be equal to the participating Project Participant's proportional share of a \$10 million allocation of DWR Transportation Minimum OMP&R charges. The following schedule shows the current fund balance of the participating Project Participants.

Project Participant	Amount
City of Guadalupe	\$ 137,971
City of Santa Maria	2,355,561
Golden State Water Company	45,237
City of Buellton	117,794
Santa Ynez ID #1 (Solvang)	239,187
Santa Ynez ID #1	590,813
Morehart Land Co.	34,851
La Cumbre Mutual Water Company	99,145
Raytheon Systems Co.	9,196
City of Santa Barbara	247,369
TOTAL:	\$ 3,877,124

Note 4: Rate Coverage Reserve Fund Cash Deposits

The rate coverage reserve fund was established to provide CCWA project participants a mechanism to satisfy a portion of their obligation under Section 20(a) of the Water Supply Agreement to impose rates and charges sufficient to collect 125% of their contract payments. The following schedule shows the current balances plus accrued interest receivable in the rate coverage reserve fund.

Project Participant	Amount
City of Guadalupe	\$ 192,114
City of Santa Maria	5,196,412
City of Buellton	276,445
Santa Ynez ID #1 (Solvang)	635,744
Santa Ynez ID #1	461,910
La Cumbre Mutual Water Company	402,661
Montecito Water District	1,497,100
Carpinteria Valley Water District	861,594
Shandon	15,800
TOTAL:	\$ 9,539,780

Central Coast Water Authority
Notes to Financial Statements
August 31, 2021

Note 5: Debt Service Payments

The following table shows the financing participant cash balances available to pay CCWA Series 2016-A revenue bond principal and interest payments.

Participant	Amount
Avila Beach	\$ 11,898
California Men's Colony	104,068
County of SLO	110,859
Cuesta College	52,038
Morro Bay	671,477
Oceano	86,990
Pismo Beach	143,773
Shandon	11,780
Guadalupe	148,064
Buellton	262,335
Santa Ynez (Solvang)	804,768
Santa Ynez	302,233
Goleta	2,536,471
Morehart Land	116,560
La Cumbre	557,685
Raytheon	24,407
Santa Barbara	1,559,248
Montecito	1,832,732
Carpinteria	1,047,777
TOTAL:	\$ 10,385,162

Central Coast Water Authority
Notes to Financial Statements
August 31, 2021

Note 6a: Cash and Investments Payment to DWR

Cash deposits for DWR payments.

<u>Project Participant</u>	<u>Amount</u>
City of Guadalupe	\$ 388,490
City of Santa Maria	12,019,366.40
Golden State Water Company	316,445.31
Vandenberg AFB	6,161,699.52
City of Buellton	462,525.79
Santa Ynez ID #1 (Solvang)	1,021,027.75
Santa Ynez ID #1	447,399.49
Goleta Water District	3,456,029.50
Morehart Land Co.	138,581.98
La Cumbre Mutual Water Company	695,000.39
Raytheon Systems Co.	40,100.43
City of Santa Barbara	2,086,578.81
Montecito Water District	2,104,183.07
Carpinteria Valley Water District	1,400,439.76
TOTAL:	<u>\$ 30,737,868</u>

Note 6b: Cash Payments for CCWA, Warren Act and DWR Variable Charges

Cash deposits for payments to CCWA, Warren Act and DWR for Variable Assessments.

<u>Project Participant</u>	<u>Amount</u>
City of Guadalupe	\$ 32,290
City of Santa Maria	893,605
Golden State Water Company	18,778
Vandenberg AFB	348,315
City of Buellton	35,882
Santa Ynez ID #1 (Solvang)	73,026
Santa Ynez ID #1	162,358
Goleta Water District	485,878
Morehart Land Co.	27,934
La Cumbre Mutual Water Company	109,652
Raytheon Systems Co.	1,445
City of Santa Barbara	374,278
Montecito Water District	363,249
Carpinteria Valley Water District	321,471
TOTAL:	<u>\$ 3,248,161</u>

Central Coast Water Authority
Notes to Financial Statements
 August 31, 2021

Note 7: Credits Payable

Credits payable to, or (due from) CCWA project participants for investment earnings and O&M assessment credits.

Project Participant	Amount
City of Guadalupe	\$ 8,140
City of Santa Maria	319,979
Golden State Water Company	5,320
Vandenberg AFB	538,168
City of Buellton	15,113
Santa Ynez ID #1 (Solvang)	44,983
Santa Ynez ID #1	(166)
Goleta Water District	43
Morehart Land Co.	882
La Cumbre Mutual Water Company	5,522
Raytheon Systems Co.	254
City of Santa Barbara	26
Montecito Water District	29
Carpinteria Valley Water District	19
Shandon	(1,034)
Lopez Turnout	34
Chorro Turnout	16
TOTAL:	\$ 937,325

Note 8: Escrow Deposits

Cash deposits from certain project participants as required under the Water Supply Agreements.

Project Participant	Amount
Morehart Land Company	\$407,334
Raytheon Systems Company	\$108,622
TOTAL:	\$ 515,956

Note 9: Construction in Progress

Amounts in construction in progress represent expenditures incurred during FY 2020/21 and amounts retained in construction in progress at June 30, 2020. The following schedule shows the CIP expenditures for CCWA projects.

Financial Reach	Amount
Labor	\$ 22,125
Materials	54,029
Overhead	453,497
Project CIP Total:	\$ 529,652

Central Coast Water Authority
Notes to Financial Statements
August 31, 2021

Note 10: Unamortized Bond Issuance Costs

Unamortized bond issuance costs for the 2016 revenue bonds include bond insurance and the 1992, 1996 and 2006 revenue bond deferred costs.

Note 11: Bonds Payable

Bonds payable represents Series 2016-A revenue bonds outstanding. The last Series 2016-A principal payment is due on October 1, 2021 in the amount of \$10,095,000.

Note 12: Contributed Capital

Certain project participants elected to pay their share of CCWA project construction costs in cash. The amounts listed below show the capital contributions by project participant less the cost of local facilities and refunds to the project participants.

Project Participant	Amount
Avila Valley Water Company	\$ 15,979
City of Guadalupe	81,119
San Luis Schools	5,608
San Miguelito Water Company	233,605
Golden State Water Company	866,277
City of Santa Maria	13,498,802
Vandenberg AFB	7,861,043
TOTAL:	<u>\$ 22,562,433</u>

**MONTHLY SUMMARY OF MINERAL AND PHYSICAL ANALYSIS
RAW WATER (RW) AND SETTLED WATER (SW)**

System Name: Central Coast Water Authority

System Number: 4210030

Treatment Plant Name: Polonio Pass Water Treatment Plant

September 2021

Date:	RW pH (SU)	RW Turbidity (NTU)	SW Turbidity (NTU)	RW Odor (TON)	RW Total Coliform (MPN)	RW E. Coli (MPN)	RW Cl- (mg/L)	RW Alkalinity (mg/L)		RW Hardness (mg/L)		RW E.C. (uS/cm)	RW TOC (mg/L)
								Total	Phenol	Total	Ca		
1	8.56	1.82	0.34	1.0			96	94	6	120	57		2.0
2	8.73	1.75	0.36	1.0			97	94	7	117	59		
3	8.76	1.87	0.34	1.5			95	96	8	120	58		
4	8.66	1.73	0.30	1.5			99	94	5	119	55		
5	8.55	1.70	0.28	1.0			100	96	5	118	56		
6	8.59	1.63	0.31	1.0	387	<1	97	95	5	119	58		
7	8.64	1.62	0.41	1.0			96	94	8	118	60	564	
8	8.67	1.58	0.40	1.0			95	91	6	119	60		
9	8.55	1.35	0.38	1.0			93	94	5	119	59		
10	8.45	1.53	0.32	1.0			96	91	2	119	60		
11	8.37	1.15	0.28	1.0			99	95	3	115	59		
12	8.28	1.02	0.22	1.0			99	96	2	114	58		
13	8.32	0.93	0.22	1.0	238	<1	98	93	2	124	58	544	
14	8.43	1.04	0.24	1.0			101	97	2	118	54		
15	8.44	1.22	0.26	1.0			100	96	2	117	54		
16	8.44	1.50	0.26	1.0			97	93	2	120	60		
17	8.38	1.51	0.24	1.0			98	97	0	119	58		
18	8.43	1.51	0.28	1.0			100	97	0	119	56		
19	8.43	1.43	0.27	1.0			99	102	2	117	56		
20	8.46	1.35	0.25	1.0	613	<1	100	99	2	120	58	555	
21	8.41	1.48	0.28	1.5			98	95	3	124	62		
22	8.29	1.30	0.26	1.0			97	95	0	125	61		
23	8.26	1.27	0.23	1.0			98	96	0	124	62		
24	8.17	1.30	0.28	1.0			100	95	0	124	61		
25	8.10	1.40	0.20	1.0			97	97	0	124	61		
26	8.03	1.37	0.25	1.0			97	97	0	125	63		
27	8.07	1.37	0.23	1.0	387	2	99	95	0	123	61	574	
28	8.13	1.50	0.28	1.0			99	98	0	121	61		
29	8.19	1.63	0.27	1.0			99	99	0	122	60		
30	8.14	1.65	0.27	1.0			99	99	0	124	60		
Avg	8.40	1.45	0.28	1.1	406	2	98	96	3	120	59	559	2.0

**MONTHLY SUMMARY OF MINERAL AND PHYSICAL ANALYSIS
TREATED WATER (TW) & CLEARWELL (CW)**

System Name: Central Coast Water Authority

System Number: 4210030

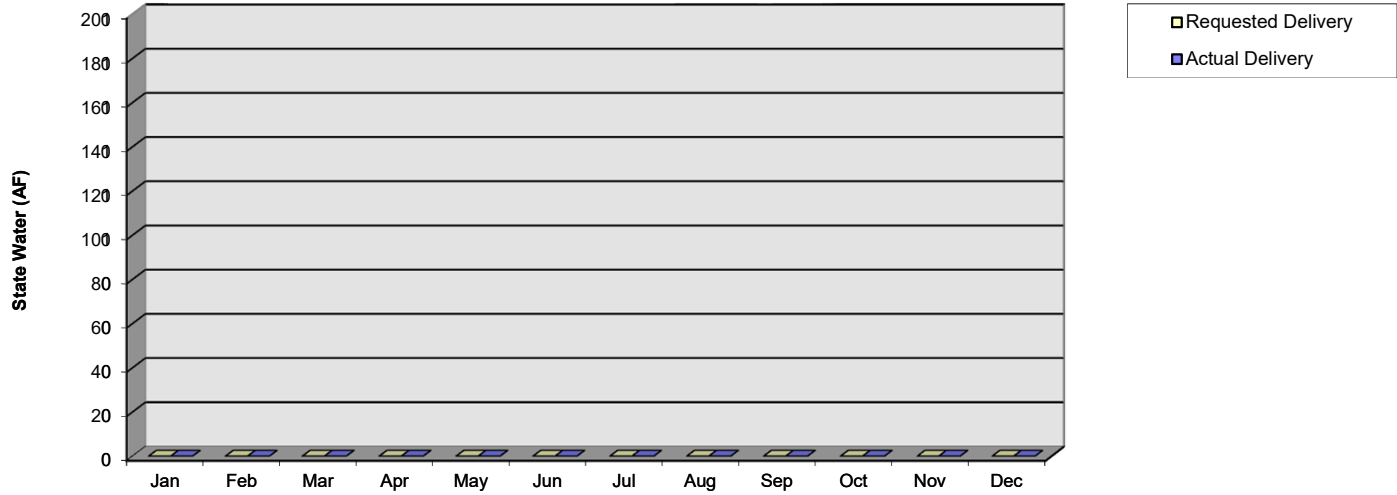
Treatment Plant Name: Polonio Pass Water Treatment Plant

September 2021

Date:	TW pH (SU)	TW Turbidity (NTU)	Filter Rate (gpm/ft ²)	CW Odor (TON)	TW Total Coliform	CW Cl- (mg/L)	CW Total Alk (mg/L)	CW Hardness (mg/L)		TW Chlorine (mg/L)		CCB3 Chlorine Free (mg/L)	TW NH3-N (mg/L)		(CCB3 Cl2 Free) / (TW NH3-N Total)	CW E.C. (uS/cm)	TW TOC (mg/L)
								Total	Ca	Total	Free		Total	Free			
1	8.27	0.07	3.78	0.0	ABSENT	99	88	117	54	3.69	0.00	3.68	0.68	0.00	5.4		1.2
2	8.43	0.08	3.56	0.0	ABSENT	100	84	117	55	3.59	0.00	3.55	0.67	0.00	5.3		
3	8.27	0.08	3.87	0.0	ABSENT	100	84	117	57	3.54	0.00	3.51	0.66	0.00	5.3		
4	8.34	0.08	3.96	0.0	ABSENT	99	84	118	57	3.53	0.00	3.51	0.66	0.00	5.3		
5	8.33	0.08	3.94	0.0	ABSENT	101	90	121	55	3.53	0.00	3.52	0.67	0.00	5.3		
6	8.35	0.08	3.80	0.0	ABSENT	101	88	115	55	3.43	0.00	3.47	0.65	0.01	5.3		
7	8.28	0.10	3.96	0.0	ABSENT	100	88	120	60	3.61	0.00	3.49	0.67	0.00	5.2	602	
8	8.21	0.09	3.96	0.0	ABSENT	98	85	118	60	3.59	0.00	3.47	0.68	0.00	5.1		
9	8.28	0.08	3.96	0.0	ABSENT	100	85	120	59	3.50	0.00	3.41	0.66	0.00	5.2		
10	8.41	0.07	3.88	0.0	ABSENT	102	83	119	60	3.55	0.00	3.48	0.67	0.00	5.2		
11	8.35	0.07	3.80	0.0	ABSENT	101	86	117	60	3.63	0.00	3.55	0.68	0.00	5.2		
12	8.33	0.07	3.80	0.0	ABSENT	102	90	118	59	3.63	0.00	3.57	0.68	0.00	5.3		
13	8.35	0.06	3.93	0.0	ABSENT	102	90	122	59	3.55	0.00	3.57	0.67	0.00	5.3	618	
14	8.41	0.07	4.10	0.0	ABSENT	102	90	118	56	3.67	0.00	3.54	0.69	0.00	5.1		
15	8.33	0.07	3.88	0.0	ABSENT	102	87	118	51	3.72	0.00	3.53	0.70	0.00	5.0		
16	8.43	0.08	3.88	0.0	ABSENT	97	90	114	57	3.61	0.00	3.51	0.68	0.01	5.2		
17	8.51	0.08	3.88	0.0	ABSENT	103	91	119	57	3.63	0.00	3.55	0.69	0.00	5.1		
18	8.43	0.08	3.88	0.0	ABSENT	103	89	120	57	3.58	0.00	3.52	0.69	0.00	5.1		
19	8.49	0.08	3.88	0.0	ABSENT	102	92	120	57	3.50	0.00	3.39	0.67	0.00	5.1		
20	8.47	0.08	3.73	0.0	ABSENT	103	92	117	59	3.60	0.00	3.48	0.70	0.00	5.0	613	
21	8.36	0.09	3.72	0.0	ABSENT	101	91	121	59	3.60	0.00	3.53	0.66	0.00	5.3		
22	8.33	0.09	3.74	0.0	ABSENT	95	90	125	62	3.57	0.00	3.44	0.64	0.00	5.4		
23	8.33	0.08	3.30	0.0	ABSENT	101	91	124	61	3.60	0.00	3.48	0.65	0.00	5.4		
24	8.30	0.08	3.40	0.0	ABSENT	101	89	124	62	3.58	0.00	3.49	0.65	0.00	5.4		
25	8.28	0.07	3.66	0.0	ABSENT	101	91	124	62	3.68	0.00	3.59	0.68	0.00	5.3		
26	8.35	0.07	3.88	0.0	ABSENT	103	91	125	60	3.71	0.00	3.60	0.68	0.00	5.3		
27	8.25	0.07	3.50	0.0	ABSENT	102	91	125	61	3.58	0.00	3.46	0.65	0.00	5.3	619	
28	8.33	0.07	3.59	0.0	ABSENT	102	92	122	60	3.61	0.00	3.49	0.69	0.00	5.1		
29	8.43	0.07	3.79	0.0	ABSENT	100	96	123	60	3.68	0.00	3.48	0.70	0.00	5.0		
30	8.45	0.08	3.72	0.0	ABSENT	101	95	123	61	3.63	0.00	3.42	0.69	0.00	5.0		
Avg	8.36	0.08	3.79	0.00		101	89	120	58	3.60	0.00	3.51	0.67	0.00	5.2	613	1.20

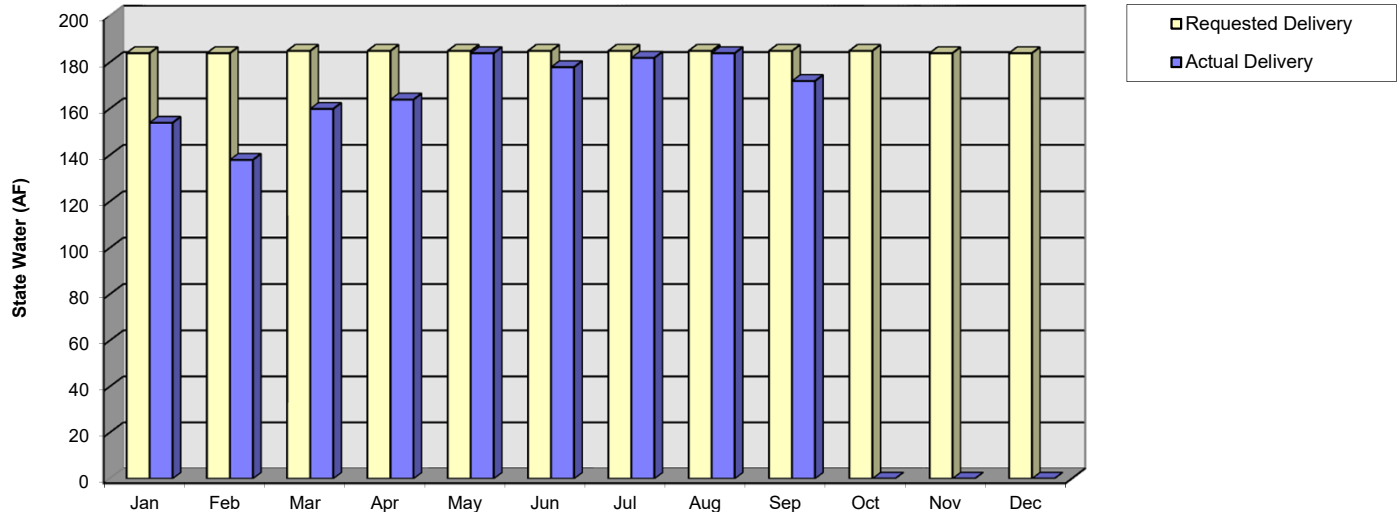
Shandon T.O. - SWP Deliveries in Year 2021

Month	Requested Delivery	Actual Delivery	Allocation Available
Jan	0	0	
Feb	0	0	
Mar	0	0	
Apr	0	0	
May	0	0	
Jun	0	0	
Jul	0	0	
Aug	0	0	
Sep	0	0	
Oct	0	0	
Nov	0	0	
Dec	0	0	
Total	0	0	



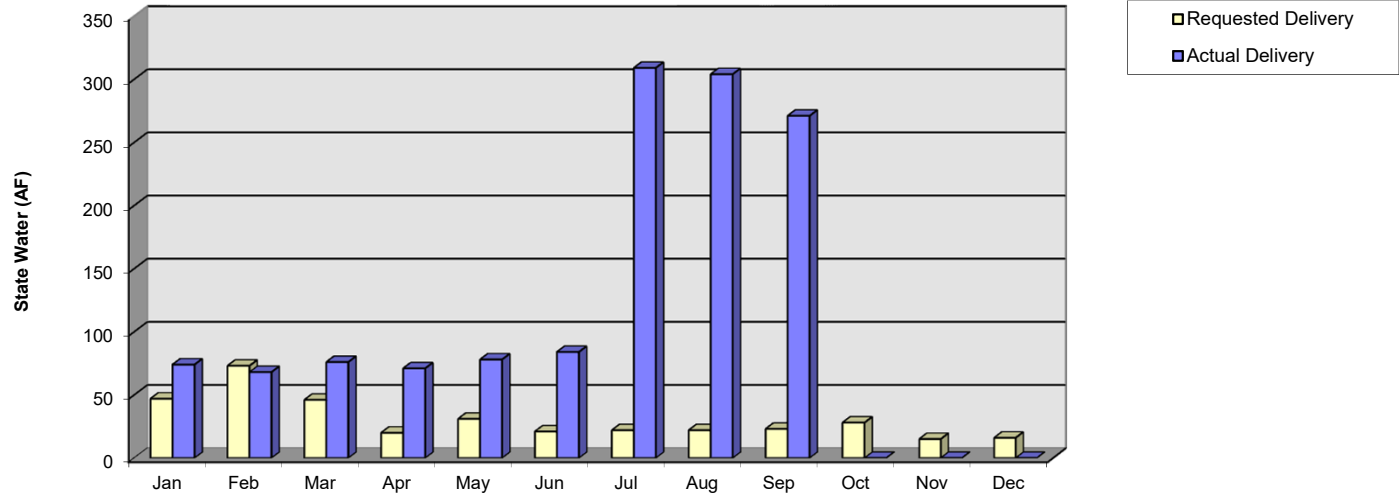
Chorro Valley T.O. - SWP Deliveries in Year 2021

Month	Requested Delivery	Actual Delivery	Allocation Available
Jan	184	154	
Feb	184	138	
Mar	185	160	
Apr	185	164	
May	185	184	
Jun	185	178	
Jul	185	182	
Aug	185	184	
Sep	185	172	
Oct	185	0	
Nov	184	0	
Dec	184	0	
Total	2216	1516	



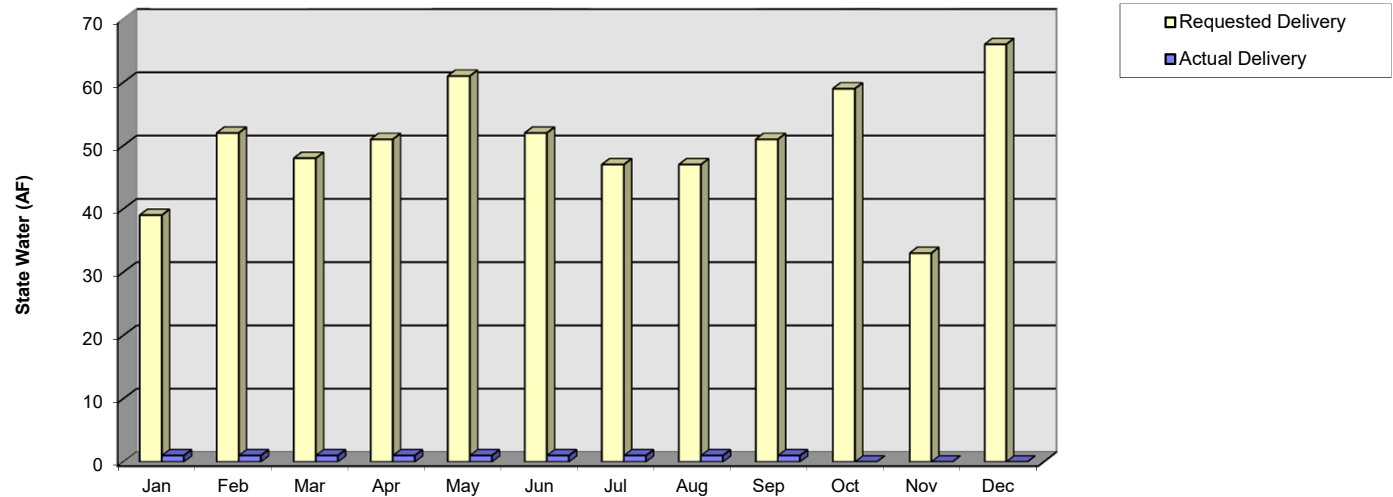
Lopez T.O. - SWP Deliveries in Year 2021

Month	Requested Delivery	Actual Delivery	Allocation Available
Jan	47	74	
Feb	73	68	
Mar	46	76	
Apr	20	71	
May	31	78	
Jun	21	84	
Jul	22	309	
Aug	22	304	
Sep	23	271	
Oct	28		
Nov	15		
Dec	16		
Total	364	1335	



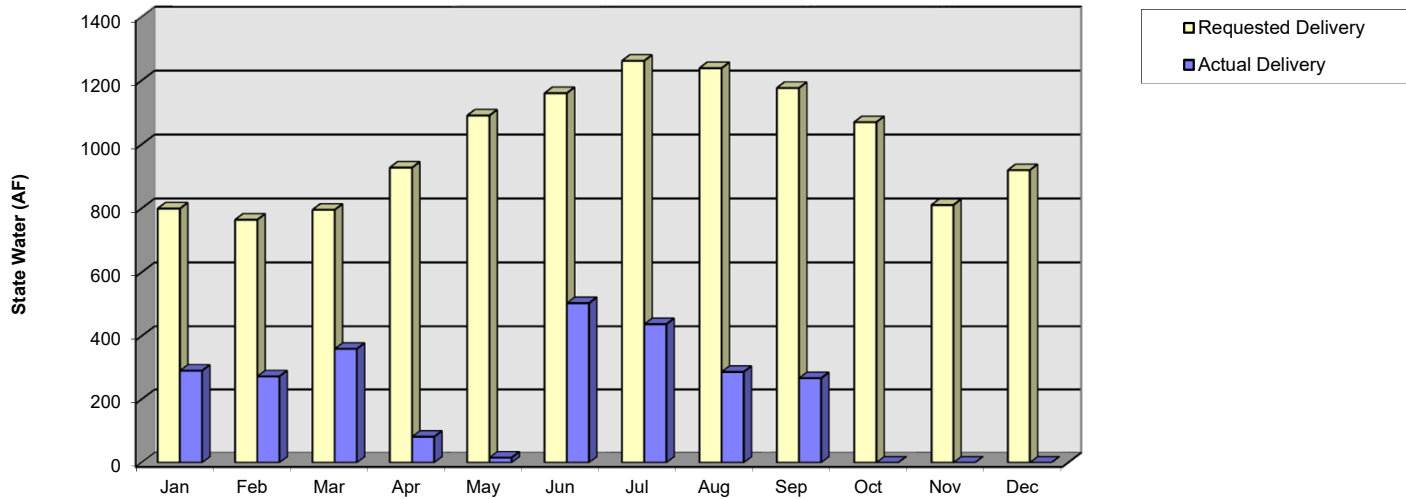
Guadalupe - SWP Deliveries in Year 2021

Month	Requested Delivery	Actual Delivery	Allocation Available
Jan	39	1	
Feb	52	1	
Mar	48	1	
Apr	51	1	
May	61	1	
Jun	52	1	
Jul	47	1	
Aug	47	1	
Sep	51	1	
Oct	59	0	
Nov	33	0	
Dec	66	0	
Total	606	9	



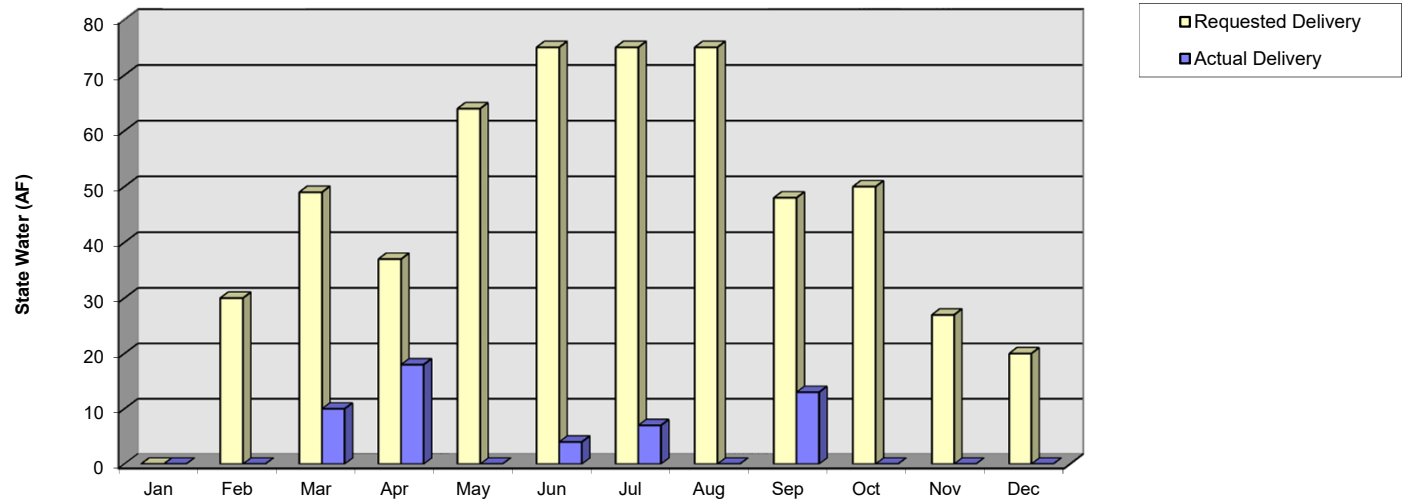
Santa Maria - SWP Deliveries in Year 2021

Month	Requested Delivery	Actual Delivery	Allocation Available
Jan	800	291	
Feb	765	273	
Mar	796	360	
Apr	928	82	
May	1091	16	
Jun	1161	504	
Jul	1262	438	
Aug	1239	287	
Sep	1177	267	
Oct	1070		
Nov	811		
Dec	920		
Total	12020	2518	



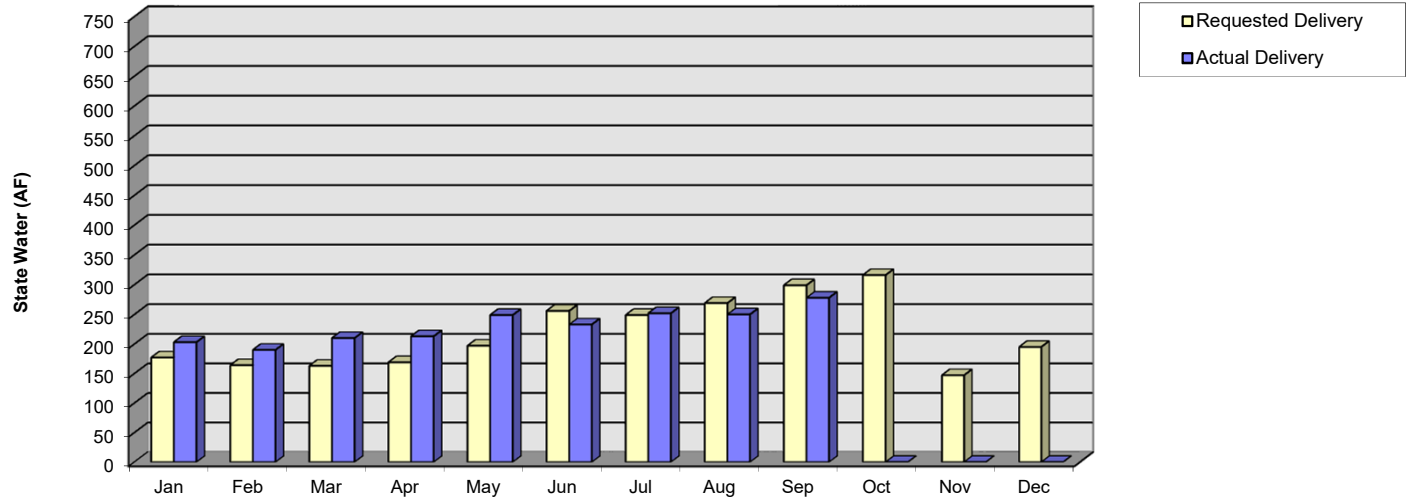
Golden State - SWP Deliveries in Year 2021

Month	Requested Delivery	Actual Delivery	Allocation Available
Jan	0	0	
Feb	30	0	
Mar	49	10	
Apr	37	18	
May	64	0	
Jun	75	4	
Jul	75	7	
Aug	75	0	
Sep	48	13	
Oct	50		
Nov	27		
Dec	20		
Total	550	52	



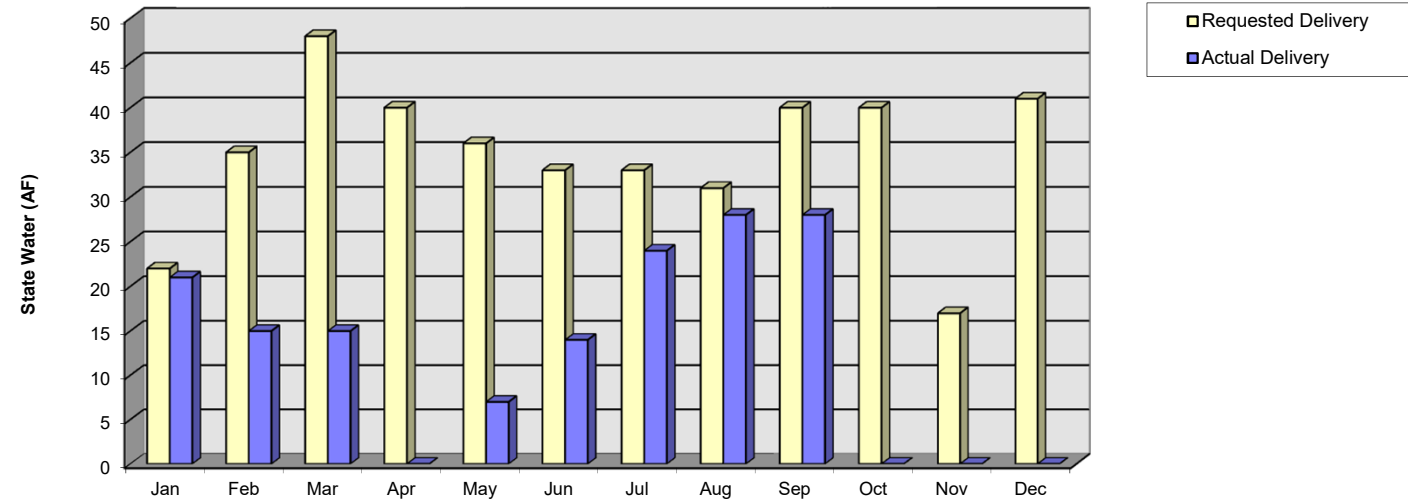
VAFB - SWP Deliveries in Year 2021

Month	Requested Delivery	Actual Delivery	Allocation Available
Jan	177	203	
Feb	164	190	
Mar	163	210	
Apr	169	213	
May	197	249	
Jun	256	233	
Jul	249	252	
Aug	269	250	
Sep	299	278	
Oct	316		
Nov	147		
Dec	195		
Total	2601	2078	



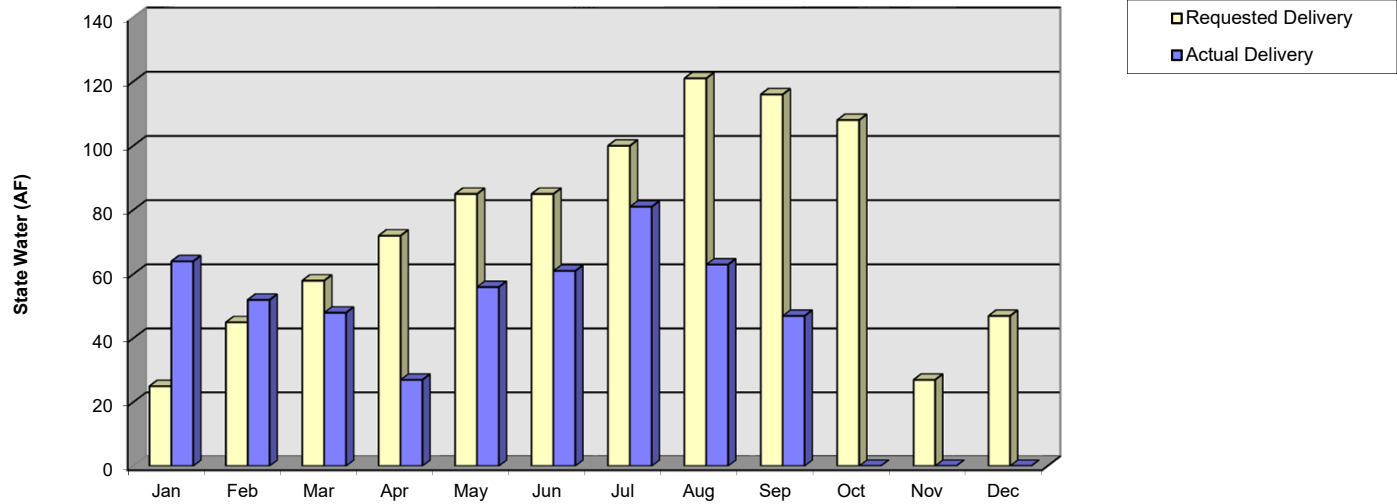
Buellton - SWP Deliveries in Year 2021

Month	Requested Delivery	Actual Delivery	Allocation Available
Jan	22	21	
Feb	35	15	
Mar	48	15	
Apr	40	0	
May	36	7	
Jun	33	14	
Jul	33	24	
Aug	31	28	
Sep	40	28	
Oct	40	0	
Nov	17	0	
Dec	41	0	
Total	416	152	



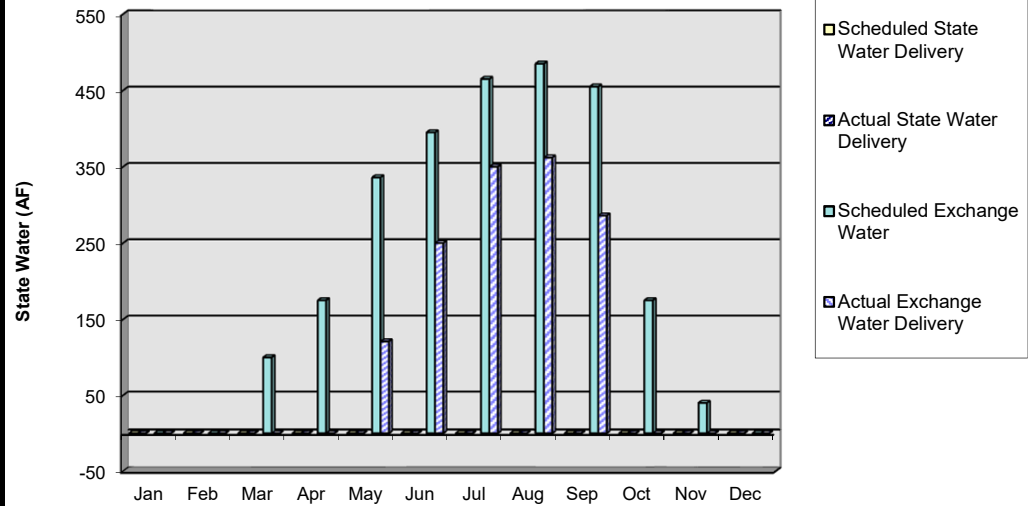
Santa Ynez - Solvang Only - SWP Deliveries in Year 2021

Month	Requested Delivery	Actual Delivery	Allocation Available
Jan	25	64	
Feb	45	52	
Mar	58	48	
Apr	72	27	
May	85	56	
Jun	85	61	
Jul	100	81	
Aug	121	63	
Sep	116	47	
Oct	108		
Nov	27		
Dec	47		
Total	889	499	



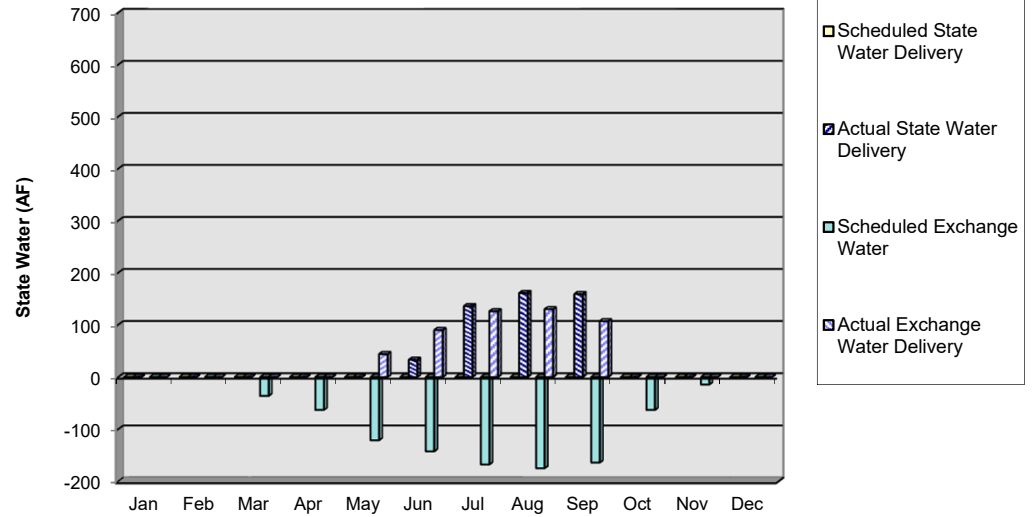
Santa Ynez (Without Solvang) - SWP Deliveries in Year 2021

Month	Scheduled State Water Delivery	Scheduled Exchange Water	Total Schi'd State & Exch. Water Delivery	Actual State Water Delivery	Actual Exchange Water Delivery	Total Actual State & Exch. Water Delivery	Allocation Available
Jan	0	0	0	0	0	0	
Feb	0	0	0	0	0	0	
Mar	0	100	100	0	0	0	
Apr	0	175	175	0	0	0	
May	0	336	336	0	121	121	
Jun	0	395	395	0	250	250	
Jul	0	465	465	0	350	350	
Aug	0	485	485	0	362	362	
Sep	0	455	455	0	286	286	
Oct	0	175	175	0	0	0	
Nov	0	40	40	0	0	0	
Dec	0	0	0	0	0	0	
Total	0	2626	2626	0	1369	1369	



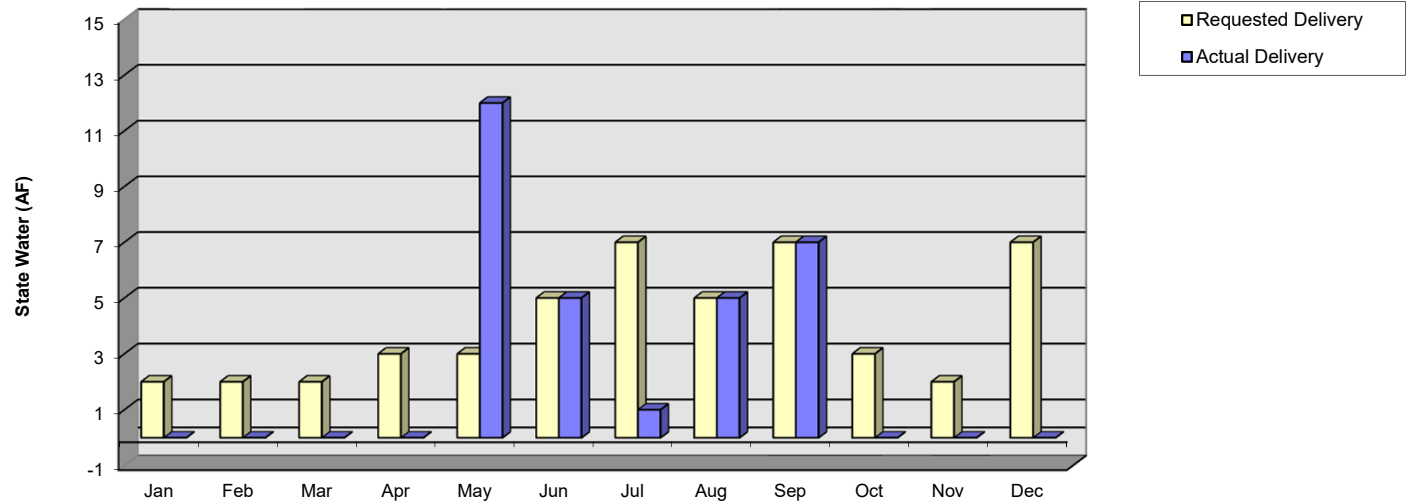
Goleta - SWP Deliveries in Year 2021

Month	Scheduled State Water Delivery	Scheduled Exchange Water	Total Schl'd State & Exch. Water Delivery	Actual State Water Delivery	Actual Exchange Water Delivery	Total Actual State & Exch. Water Delivery	Allocation Available
Jan	0	0	0	0	0	0	
Feb	0	0	0	0	0	0	
Mar	0	-36	-36	0	0	0	
Apr	0	-63	-63	0	0	0	
May	0	-121	-120.96	0	44	44	
Jun	0	-142	-142.2	33	90	123	
Jul	0	-167	-167.4	136	126	262	
Aug	0	-175	-174.6	161	130	291	
Sep	0	-164	-163.8	159	107	266	
Oct	0	-63	-63				
Nov	0	-14	-14.4				
Dec	0	0	0				
Total	0	-945	-945	489	497	986	



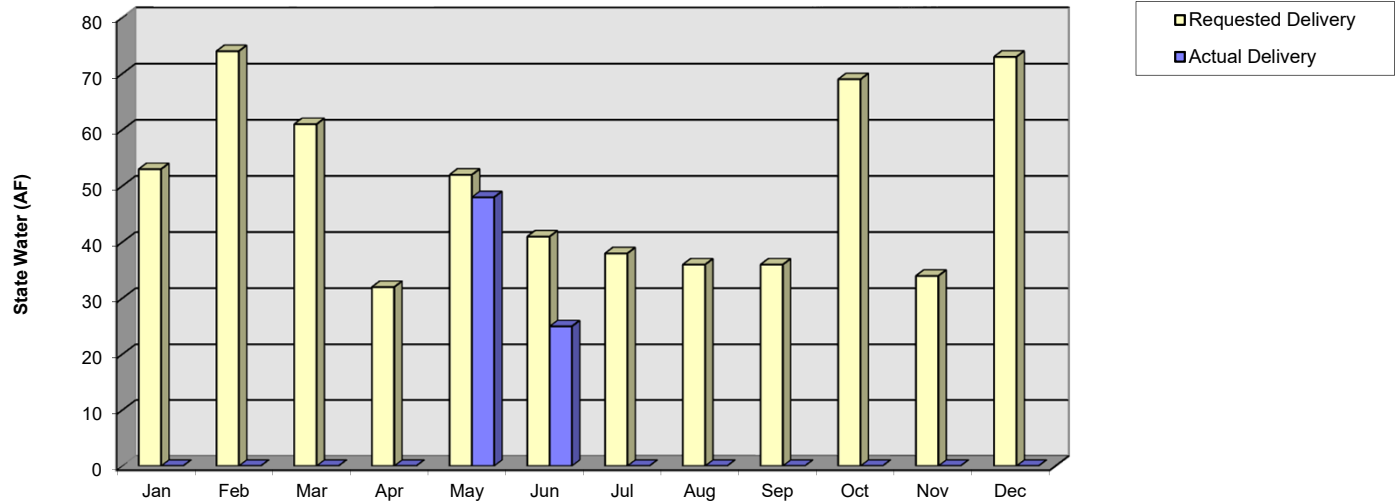
Morehart Land - SWP Deliveries in Year 2021

Month	Requested Delivery	Actual Delivery	Allocation Available
Jan	2	0	
Feb	2	0	
Mar	2	0	
Apr	3	0	
May	3	12	
Jun	5	5	
Jul	7	1	
Aug	5	5	
Sep	7	7	
Oct	3		
Nov	2		
Dec	7		
Total	48	30	



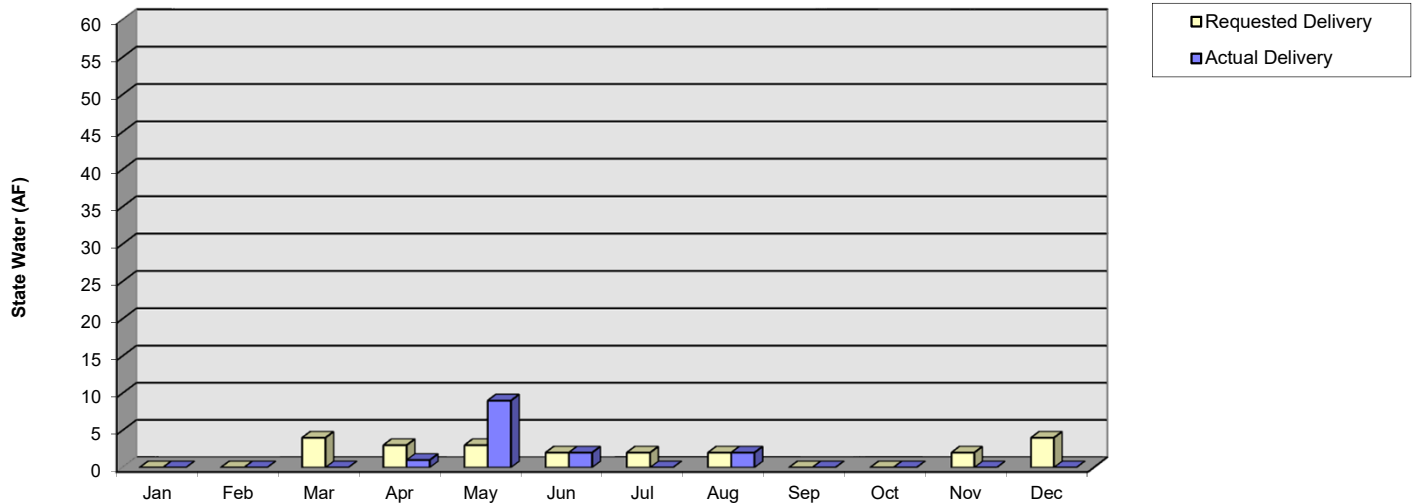
La Cumbre - SWP Deliveries in Year 2021

Month	Requested Delivery	Actual Delivery	Allocation Available
Jan	53	0	
Feb	74	0	
Mar	61	0	
Apr	32	0	
May	52	48	
Jun	41	25	
Jul	38	0	
Aug	36	0	
Sep	36	0	
Oct	69	0	
Nov	34	0	
Dec	73	0	
Total	599	73	



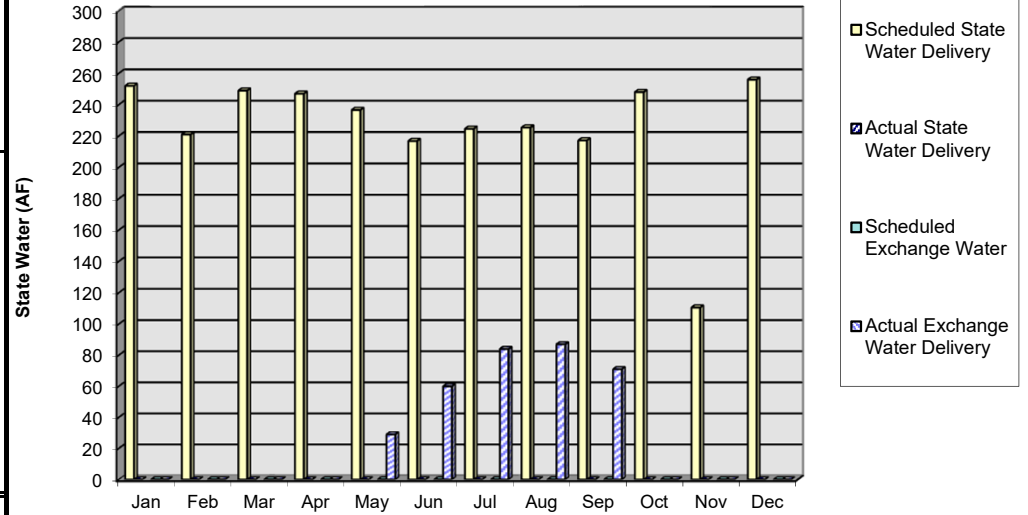
Raytheon (SBRC) - SWP Deliveries in Year 2021

Month	Requested Delivery	Actual Delivery	Allocation Available
Jan	0	0	
Feb	0	0	
Mar	4	0	
Apr	3	1	
May	3	9	
Jun	2	2	
Jul	2	0	
Aug	2	2	
Sep	0	0	
Oct	0	0	
Nov	2	0	
Dec	4	0	
Total	22	14	



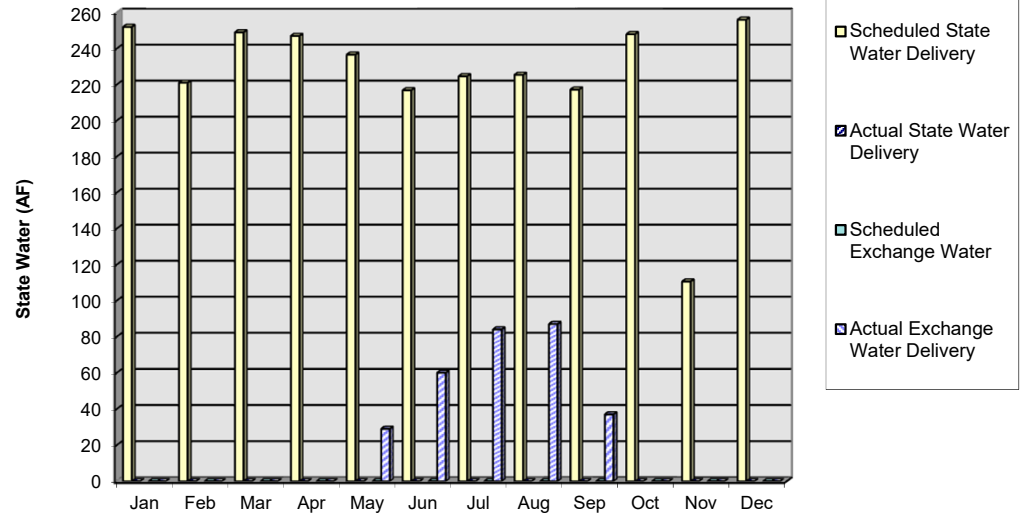
Santa Barbara - SWP Deliveries in Year 2021

Month	Scheduled State Water Delivery	Scheduled Exchange Water	Total Sch'l'd State & Exch. Water Delivery	Actual State Water Delivery	Actual Exchange Water Delivery	Total Actual State & Exch. Water Delivery	Allocation Available
Jan	252	0	252	0	0	0	
Feb	221	0	221	0	0	0	
Mar	249	-24	225	0	0	0	
Apr	247	-42	205	0	0	0	
May	237	-81	156	0	29	29	
Jun	217	-95	122	0	60	60	
Jul	225	-112	113	0	84	84	
Aug	225	-116	109	0	87	87	
Sep	217	-109	108	0	71	71	
Oct	248	-42	206				
Nov	111	-10	101				
Dec	256	0	256				
Total	2704	-630	2074	0	331	331	



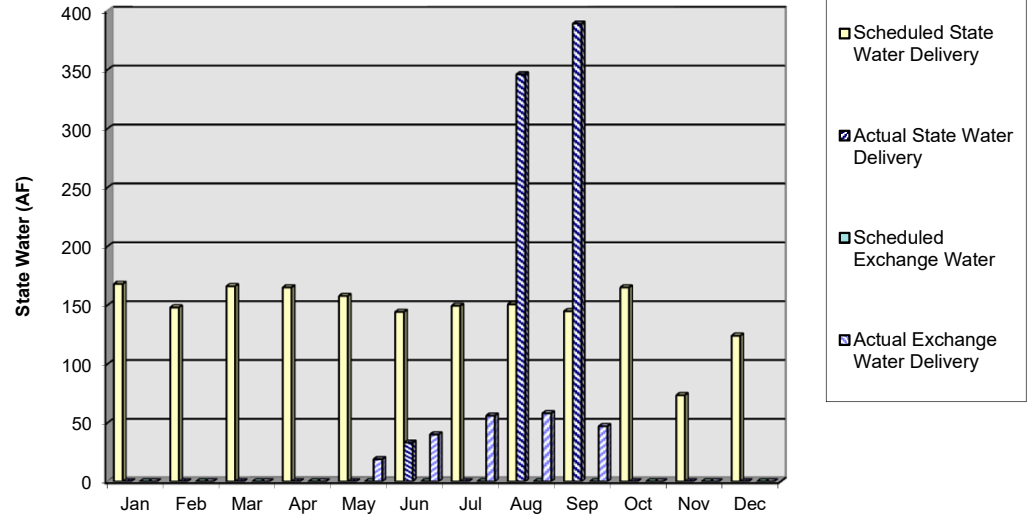
Montecito - SWP Deliveries in Year 2021

Month	Scheduled State Water Delivery	Scheduled Exchange Water	Total Sch'l'd State & Exch. Water Delivery	Actual State Water Delivery	Actual Exchange Water Delivery	Total Actual State & Exch. Water Delivery	Allocation Available
Jan	252	0	252	0	0	0	
Feb	221	0	221	0	0	0	
Mar	249	-24	225	0	0	0	
Apr	247	-42	205	0	0	0	
May	237	-81	156	0	29	29	
Jun	217	-95	122	0	60	60	
Jul	225	-112	113	0	84	84	
Aug	225	-116	109	0	87	87	
Sep	217	-109	108	0	37	37	
Oct	248	-42	206				
Nov	111	-10	101				
Dec	256	0	256				
Total	2704	-630	2074	0	297	297	



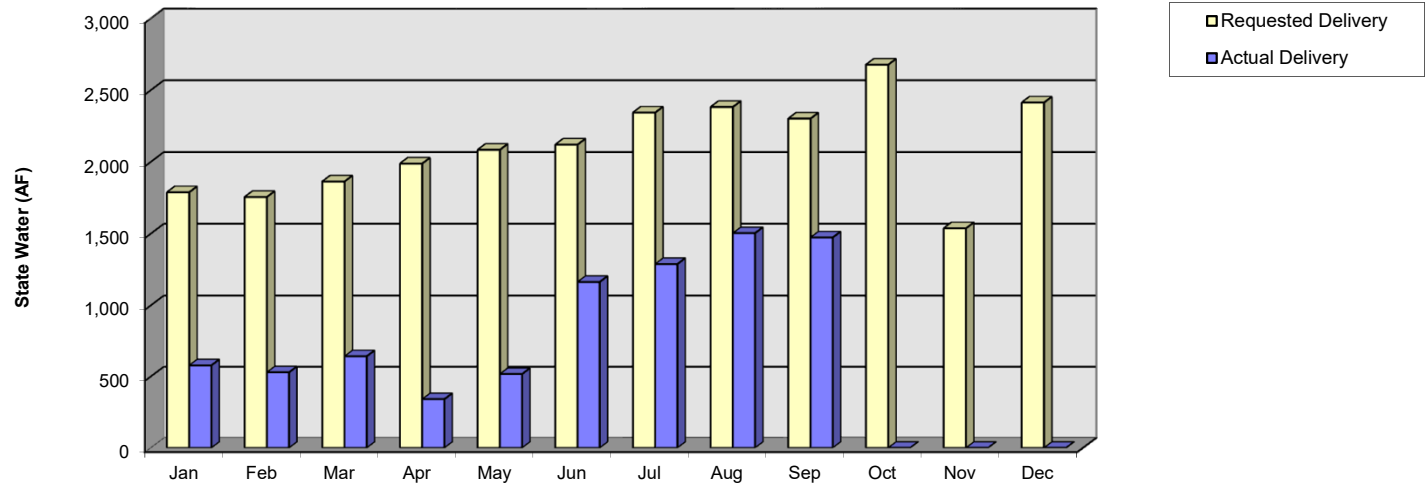
Carpinteria - SWP Deliveries in Year 2021

Month	Scheduled State Water Delivery	Scheduled Exchange Water	Total Schl'd State & Exch. Water Delivery	Actual State Water Delivery	Actual Exchange Water Delivery	Total Actual State & Exch. Water Delivery	Allocation Available
Jan	168	0	168	0	0	0	
Feb	148	0	148	0	0	0	
Mar	166	-16	150	0	0	0	
Apr	165	-28	137	0	0	0	
May	158	-54	104	0	19	19	
Jun	144	-63	81	33	40	73	
Jul	149	-74	75	0	56	56	
Aug	151	-78	73	346	58	404	
Sep	145	-73	72	389	47	436	
Oct	165	-28	137				
Nov	73	-6	67				
Dec	124	0	124				
Total	1756	-420	1336	768	220	988	



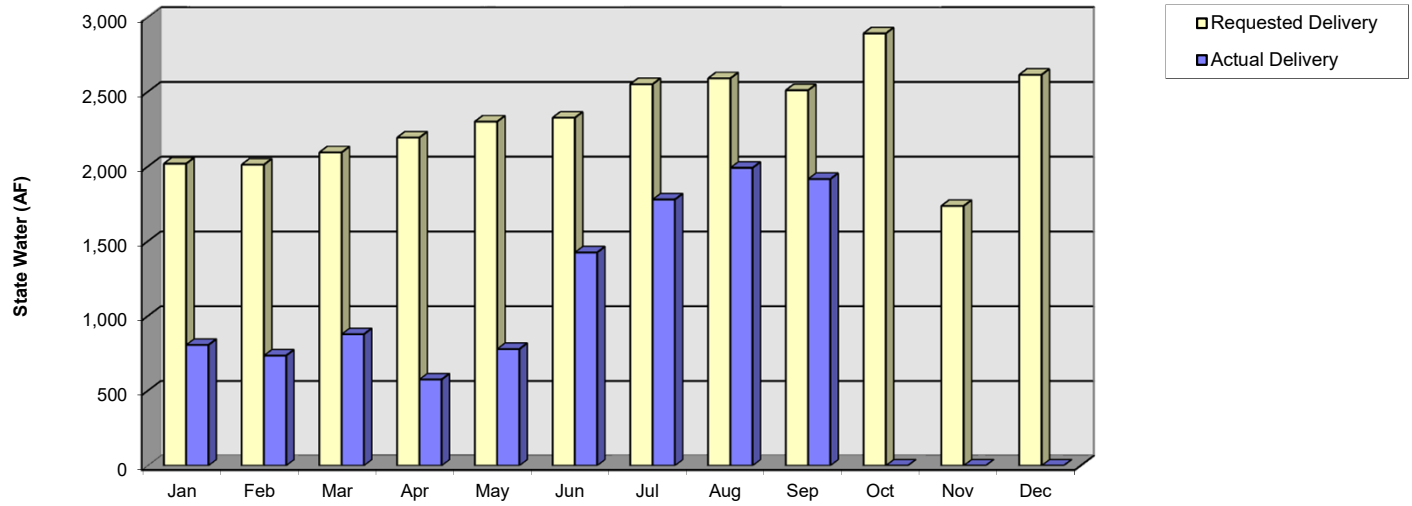
Total SB County - SWP Deliveries in Year 2021

Month	Requested Delivery	Actual Delivery
Jan	1,790	580
Feb	1,757	531
Mar	1,865	644
Apr	1,990	342
May	2,086	519
Jun	2,122	1,165
Jul	2,345	1,290
Aug	2,384	1,505
Sep	2,304	1,475
Oct	2,679	
Nov	1,539	
Dec	2,415	
Total	25,276	8,051



Total SB and SLO County - SWP Deliveries in Year 2021

Month	Requested Delivery	Actual Delivery
Jan	2,021	808
Feb	2,014	737
Mar	2,096	880
Apr	2,195	577
May	2,302	781
Jun	2,328	1,427
Jul	2,552	1,781
Aug	2,591	1,993
Sep	2,512	1,918
Oct	2,892	
Nov	1,738	
Dec	2,615	
Total	27,856	10,902






CENTRAL COAST WATER AUTHORITY

MEMORANDUM

October 20, 2021

TO: CCWA Board of Directors

FROM: Ray A Stokes
Executive Director 

CC: Douglas S. Brown, Bond Counsel to CCWA

SUBJECT: Approval to Participate in the Creation of the Water Infrastructure Financing Authority for Water Infrastructure Improvement Benefitting the Authority

SUMMARY

Due to uncertainty of the timing of implementation of the Contract Extension Amendment, CCWA and certain other SWP Contractors have discussed the need for an alternative option to finance the SWP Contractors' share of the DWR capital expenditures for the interim period. This report proposes the creation of a financing joint powers authority (JPA), to be called the "Water Infrastructure Financing Authority" (WIFA), for this purpose.

RECOMMENDATIONS

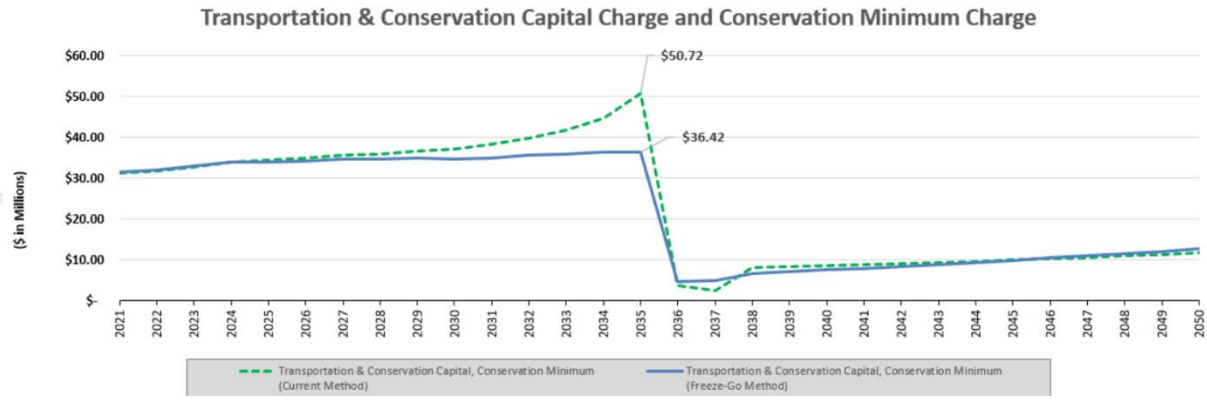
1. Receive and provide comments on this report, and
2. Approve Resolution 21-07: "Resolution of the Central Coast Water Authority Authorizing the Execution and Delivery of a Joint Exercise of Powers Agreement to Create the Water Infrastructure Financing Authority and Authorizing Certain Other Matters in Connection Therewith."

DISCUSSION

A. BACKGROUND

DWR will not issue revenue bonds beyond the current project repayment period—2035. This means that instead of paying for large capital expenditures over a typical 30-year bonding period, SWP Contractors will be repaying the costs on an ever-shortening term which will cause a compression and escalation of costs. DWR's current capital cost projection indicate it will spend between \$500 to \$600 million per year in capital expenditures (total estimate of around \$6.5 billion to the year 2035).

The following graph shows the impact of the cost compression issue compared to implementing the Contract Extension Amendment and corresponding "Billing Transitions Date" in 2024 for all capital-related charges for CCWA capital-related charges only:

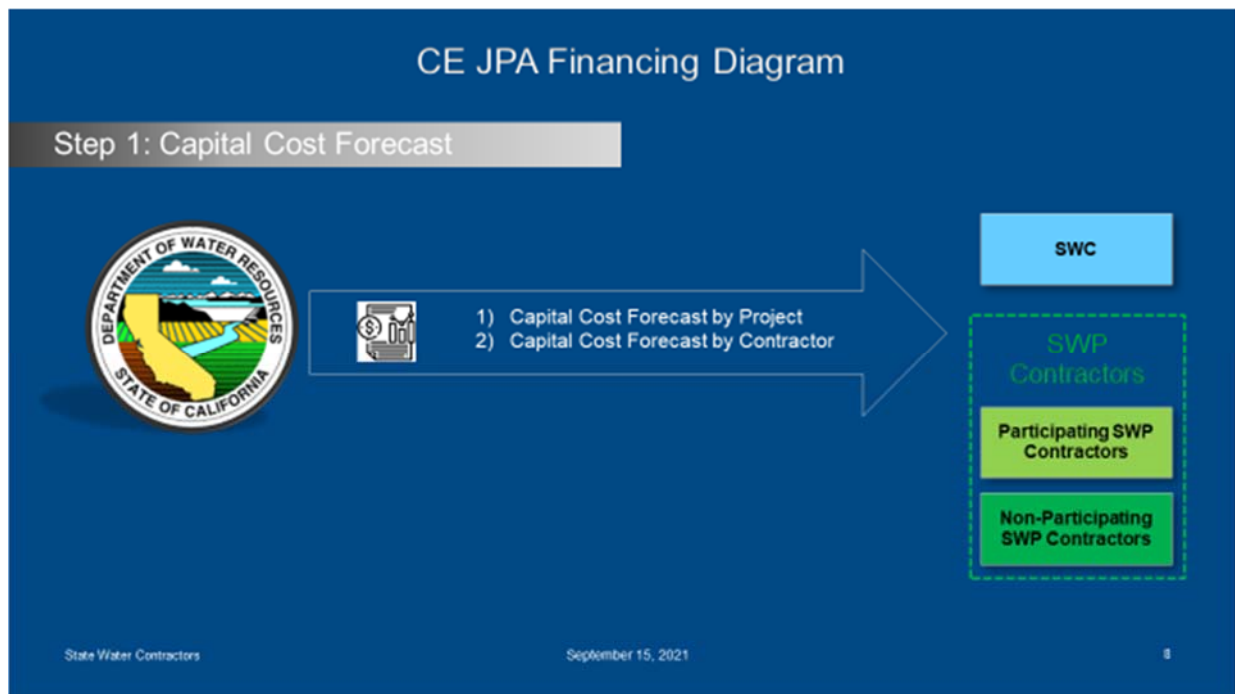


B. WATER INFRASTRUCTURE FINANCING AUTHORITY (WIFA)

With the proposed WIFA JPA, two or more SWP Contractors would come together to form the JPA with the expressed purpose of issuing long-term (30 year) bonds for each participating Contractor's share of DWR's anticipated capital expenditures over a 2 or 3 year period (i.e., bond issuance every 2 to 3 years for the anticipated DWR capital expenditures).

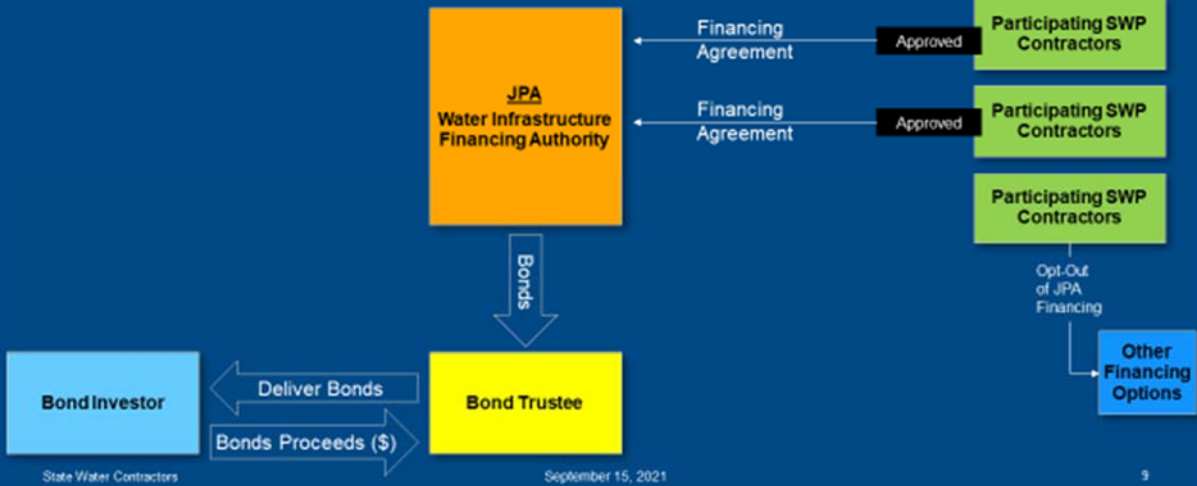
When the bond proceeds are received from the bond sale, each participating SWP Contractor would direct the bond trustee to forward the bond proceeds to DWR to pay for that Contractor's share of the capital project. The participating SWP Contractor would then pay the cost of the capital expenditure over the 30 year term of the bond to the WIFA JPA instead of the compressed project repayment period to 2035 under the DWR statement of charges.

The following slides show how the bond proceeds would flow between the bond investors, bond trustee, WIFA JPA participant and DWR.



CE JPA Financing Diagram

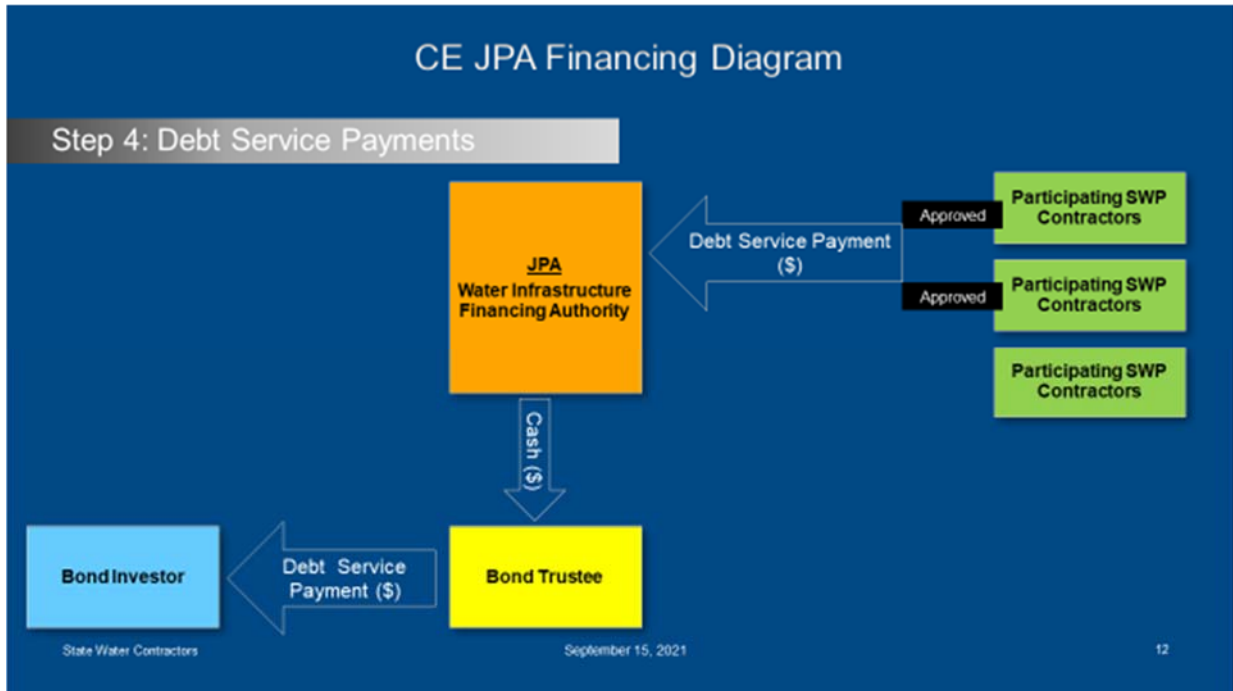
Step 2: Capital Cost Financing



CE JPA Financing Diagram

Step 3: Disbursement of Bond Proceeds





C. QUESTIONS AND ANSWERS

1. *What are the shared financial liabilities at the Financing JPA level? Would a participating Contractor be liable for payment defaults of other Financing JPA participants?*

Answer: No member of the Financing JPA would be responsible for debt obligations of other Financing JPA participants. Each participant would be solely responsible for their own debt issued under the JPA.

2. *If one Contractor has good credit but another JPA participant does not, does that make the Contractor with a better credit rating ability to issue debt more costly?*

Answer: Each Financing JPA participant's credit rating will be the basis for their own tranche of bonds within an aggregated bond issuance. In other words, there may be multiple tranches of bonds within one bond issuance with each tranche based solely on the credit rating of that participant's bond rating.

3. *What happens when DWR starts issuing bonds again, on a different schedule? Would JPA participants be responsible for 2 different stacks of debt?*

Answer: When DWR resumes issuing long-term debt for future capital projects, DWR will allocate the costs of the new capital projects to all SWP Contractors. JPA participants will then pay the costs of the new capital projects only, but DWR will not bill JPA participants for the capital projects that were paid for with proceeds from the Financing JPA.

4. *Can a JPA participant withdraw/terminate its participation in the JPA if no longer needed?*

Answer: Yes

5. *What's the advantage of issuing debt through the Financing JPA vs Contractors issuing their own bonds?*

Answer: The primary advantage of the Financing JPA is sharing the costs of bond issuance with the other participants of the Financing JPA. If a JPA participant were to issue its own bonds every three or four years for their estimated share of DWR capital costs, the bond issuance costs would have to pay for all bond issuance costs.

6. *Could individual Contractors finance their own capital expenditures through the Financing JPA?*

Answer: Yes.

7. *How much will it cost to stand up the Financing JPA?*

Answer: Essentially just the filing fee with the Secretary of State of \$15. All other legal fees, etc. have been minimal and would be charged to the participants of the Financing JPA once it is stood up.

D. CURRENT STATUS OF OTHER WIFA PARTICIPANTS

CCWA has been notified by at least two other SWP Contractors of their interest to participate in the WIFA once CCWA has approved its creation.

CALIFORNIA ENVIRONMENTAL QUALITY ACT COMPLIANCE

The creation of the Financing JPA, the execution of the Joint Exercise of Powers Agreement and all steps that are reasonably convenient or necessary to create the Financing JPA, does not constitute a project or projects under CEQA because: the proposed actions represent administrative activities of the Authority that will not result in direct or indirect physical changes in the environment (Section 15378(b)(5) of the CEQA Guidelines); and it can be seen with certainty that there is no possibility that the proposed action in question may have a significant effect on the environment, and thus the proposed action is not subject to CEQA (Section 15061(b)(3) of the CEQA Guidelines).

Attachments

1. CCWA Resolution 21-07
2. Joint Exercise of Powers Agreement by and among Central Coast Water Authority [Member 2] creating the Water Infrastructure Financing Authority, _____, 2021.

RAS

RESOLUTION NO. 21-07

RESOLUTION OF THE CENTRAL COAST WATER AUTHORITY AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT EXERCISE OF POWERS AGREEMENT TO CREATE THE WATER INFRASTRUCTURE FINANCING AUTHORITY AND AUTHORIZING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Central Coast Water Authority (the "Authority"), acting pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "JPA Law"), may enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them and, pursuant to Government Code § 6588, exercise certain additional powers; and

WHEREAS, the Authority and certain other public agencies ("Additional Members") desire to create and establish the Water Infrastructure Financing Authority (the "Financing JPA") pursuant to the JPA Law to assist the Authority and Additional Members in issuing revenue bonds or incurring other financial obligations from time-to-time; and; and

WHEREAS, there has been presented to the Board at this meeting a proposed form of a Joint Exercise of Powers Agreement, dated as of October 1, 2021 (the "Joint Exercise of Powers Agreement"), by and among the Authority and Additional Members, which Joint Exercise of Powers Agreement creates the Financing JPA; and

WHEREAS, under California law and the Joint Exercise of Powers Agreement, the Financing JPA will be a public entity separate and apart from the Authority and Additional Members, and the debts, liabilities and obligations of the Financing JPA will not be the debts, liabilities or obligations of the Authority or Additional Members or any representative of the Authority or Additional Members serving on the governing body of the Financing JPA; and

WHEREAS, the Board has reviewed the Joint Exercise of Powers Agreement and the provisions of the California Environmental Quality Act ("CEQA") and has considered whether any direct or indirect physical changes to the environment will result from entering into the Joint Exercise of Powers Agreement and from creating the Financing JPA, and has considered whether taking either or both of those actions may possibly have a significant effect on the environment.

NOW, THEREFORE, the Board of Directors of the Central Coast Water Authority hereby finds, determines, declares and resolves as follows:

SECTION 1. The statements, findings, and determinations set forth above and in the preambles of the documents approved by this resolution are true and correct.

SECTION 2. The Joint Exercise of Powers Agreement, in substantially the form attached hereto as Exhibit A and, upon execution as authorized below made a part hereof as though set forth in full herein, is hereby approved. The Chairman or Vice Chairman of the Board and Secretary of the Board or the Executive Director of the Authority are hereby authorized to execute and deliver the Joint Exercise of Powers Agreement substantially in the approved form, with such changes, insertions and omissions as may be recommended by the Authority's General Counsel or Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel, with said execution being conclusive evidence of such approval.

SECTION 3. The Board does hereby determine that authorizing (1) the creation of the Financing JPA, (2) the execution of the Joint Exercise of Powers Agreement, and (3) all steps

that are reasonably convenient or necessary to create the Financing JPA, does not constitute a project or projects under CEQA because: the proposed actions represent administrative activities of the Authority that will not result in direct or indirect physical changes in the environment (Section 15378(b)(5) of the CEQA Guidelines); and it can be seen with certainty that there is no possibility that the proposed action in question may have a significant effect on the environment, and thus the proposed action is not subject to CEQA (Section 15061(b)(3) of the CEQA Guidelines).

SECTION 4. _____ is hereby appointed the initial representative of the Authority to serve on the board of directors of the Financing JPA and _____ is hereby appointed the initial alternate to serve on the board of directors of the Financing JPA.

SECTION 5. The Chairman or Vice Chairman of the Board and Secretary of the Board or the Executive Director of the Authority are hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by the Joint Exercise of Powers Agreement.

SECTION 6. Unless otherwise defined herein, all terms used herein and not otherwise defined shall have the meanings given such terms in the Joint Exercise of Powers Agreement unless the context otherwise clearly requires.

SECTION 7. This resolution shall take effect immediately.

Vote on the Resolution by roll call resulted as follows:

	<u>VOTING</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
	<u>PERCENTAGE</u>				
City of Buellton	2.21%				
Carpinteria Valley Water District	7.64%				
Goleta Water District	17.20%				
City of Guadalupe	1.15%				
Montecito Water District	9.50%				
City of Santa Barbara	11.47%				
City of Santa Maria	43.19%				
Santa Ynez River Water Conservation District, Improvement District No. 1	7.64%				

I certify that the foregoing resolution was adopted by the Board of Directors of the Central Coast Water Authority at a regular meeting held October 28, 2021.

Chair

[SEAL]

Attest:

Secretary of the Board of Directors

EXHIBIT A

JOINT EXERCISE OF POWERS AGREEMENT
CREATING THE
WATER INFRASTRUCTURE FINANCING AUTHORITY

JOINT EXERCISE OF POWERS AGREEMENT

by and among

CENTRAL COAST WATER AUTHORITY

and

creating the

WATER INFRASTRUCTURE FINANCING AUTHORITY

_____, 2021

JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT, dated _____, 2021, by and among the CENTRAL COAST WATER AUTHORITY, a joint exercise of powers agency that is duly organized and existing under and by virtue of the laws of the State of California (the “Central Coast Water Authority”), and [MEMBER 2], _____ that is organized and existing under and by virtue of the laws of the State of California (the “[Member 2]”), and the other parties set forth in Exhibit A as it may be revised from time to time, each a public agency that is organized and existing under and by virtue of the laws of the State of California (the “Additional Members”).

DECLARATION OF PURPOSE

A. Chapter 5 of Division 7 of Title 1 of the California Government Code, Government Code sections 6500 et seq., (the “Act”) authorizes the Central Coast Water Authority and the [Member 2] to create a joint exercise of powers entity which has the power to exercise any powers common to the Central Coast Water Authority and the [Member 2] and to exercise additional powers granted to it under the Act. This Agreement creates such an agency, which shall be known as the Water Infrastructure Financing Authority (the “Authority”) for the purposes and to exercise the powers described herein.

B. The Members have determined to develop a means to facilitate the financing of the implementation of water infrastructure programs to provide a more reliable and affordable water supply to the Members and their respective rate payers.

C. The Members are each authorized to plan for, design, construct, operate, maintain, repair and replace water-related facilities and to buy, sell, lease and use property and to incur indebtedness for public purposes pursuant to the California Water Code, the California Government Code and other laws of the State of California.

D. The Members desire to use any and every power common to them and the other powers granted to the Authority pursuant to the Act for the purpose of financing the costs of water infrastructure program.

E. Article 4 of the Act, Government Code sections 6584 et seq., (known as the “Marks-Roos Local Bond Pooling Act of 1985”) authorizes and empowers joint powers agencies like the Authority to issue bonds and to purchase bonds issued by, or to make loans to, the Members for financing public capital improvements, working capital, liability and other insurance needs, or projects whenever there are significant public benefits, as determined by the Authority. The Marks-Roos Local Bond Pooling Act of 1985 further authorizes and empowers the Authority to sell bonds so issued or purchased to public or private purchasers at public or negotiated sale.

TERMS OF AGREEMENT

Section 1. Definitions. Unless the context otherwise requires, the terms defined in this Section 1 shall for all purposes of this Agreement have the meanings herein specified.

“Act” shall mean Articles 1, 2 and 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code, Government Code sections 6500 et seq., as amended.

“Additional Members” shall mean a Member other than the Central Coast Water Authority and the [Member 2].

“*Agreement*” shall mean this Joint Exercise of Powers Agreement creating the Authority, as it may be amended from time to time.

“*Authority*” shall mean the Water Infrastructure Financing Authority created by this Agreement.

“*Board*” or “*Board of Directors*” shall mean the governing board of the Authority.

“*Bonds*” shall have the same meaning as in Government Code section 6585(c), and in addition shall include, without limitation, bonds, loans, notes and any other evidences of indebtedness of the Authority authorized and issued pursuant to the Act or other available financing mechanism.

“*Director*” shall mean a member of the Board appointed to the Board pursuant to Section 4(b) of this Agreement.

“*Indenture*” shall mean each indenture, trust agreement, loan agreement, resolution or other such instrument pursuant to which Bonds are issued.

“*Members*” shall mean Central Coast Water Authority and [Member 2] and the Additional Members listed in Exhibit A of this Agreement.

“*Project*” shall mean generally water-related capital improvement projects, including, but not limited to, water supply, water conservation, water conveyance, water storage, recycled water or water reuse, stormwater capture, water conveyance, groundwater storage, wastewater treatment, alternative energy, environmental preservation or ecosystem restoration projects, identified in a Project Agreement financed or refinanced by the Authority for the benefit of the Member or Members who are parties to such Project Agreement.

“*Project Agreement*” shall mean an agreement entered into by one or more Members and the Authority pursuant to which the Authority agrees to finance or refinance a Project specified in such agreement and the Member(s) is obligated to make payments to the Authority with respect to the financial obligations incurred by the Authority for purposes of financing or refinancing the applicable Project, all in accordance with the terms and conditions of any such Project Agreement.

“*State*” shall mean the State of California.

Section 2. Purpose. This Agreement is made pursuant to the Act for the purpose of assisting in the financing and refinancing of capital improvements, working capital for the Members and other costs described in the Act by exercising the powers referred to in this Agreement. Any Bonds issued by the Authority shall be solely for Projects benefiting the Member or Members, as provided in the applicable Project Agreement.

Section 3. Term. This Agreement shall become effective as of the date hereof (the “Effective Date”) and shall continue in full force and effect until (i) the date which is the 40th anniversary of the Effective Date or (ii) the date on which the Members terminate this Agreement in writing; provided however this Agreement shall not terminate so long as any Bonds or other obligations of the Authority remain outstanding under the terms of any Indenture, Project Agreement, contract, agreement, or other instrument pursuant to which such Bonds are issued or other obligations are incurred.

Section 4. The Authority.

(a) *Creation of the Authority.* There is hereby created pursuant to the Act an authority and public entity to be known as the “Water Infrastructure Financing Authority.” As provided in the Act, the Authority shall be a public entity separate from the Members. The geographic boundaries of the Authority shall be coextensive with the boundaries of all of the Members. The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the Members. Notwithstanding any other provision of this Agreement, the Authority shall have no power to incur any debt, liability or obligation that is not subject to and limited by the preceding sentence, including but not limited to any debt, liability or obligation to a public retirement system or otherwise for pension, health care or other retirement benefits.

Within 30 days after the effective date of this Agreement or any amendment hereto, the Authority will cause a notice of this Agreement or amendment to be prepared and filed with the office of the Secretary of State of the State in the manner that is set forth in Section 6503.5 of the Act, and, to the extent required, with the Local Agency Formation Commission under Section 6503.8 of the Act. Such notice shall also be filed with the office of the Finance Director of the State.

(b) *Governing Board.* The Authority shall be administered by a Board of Directors, which is hereby established, consisting of one (1) Director for each Member, whom shall be designated by the Member by motion or resolution of the governing board of the Member, which motion or resolution shall be filed with the Authority.

Each Member shall, from time to time, designate a Director and an alternate, which shall be a governing board member of the Member or employee of the Member, to represent the Member on the Board. The alternate shall be entitled to all rights as a Director, including rights of voting in the absence of the Director. Directors and alternates shall serve for so long as they are either serving a term to the governing body of, or are in the active employ of, the appointing Member, unless earlier removed from such position as Director or alternate, as applicable, by the governing body of the appointing Member. Directors and alternates shall serve at the pleasure of the governing board of the appointing Member and may be removed at any time, with or without cause, in the sole discretion of the appointing Member's governing board.

Directors shall not receive any compensation by the Authority for serving as such, but shall be entitled to reimbursement for any expenses actually incurred and not reimbursed by the Member that appointed such Director in connection with serving as a Member, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose. Members may provide for per diem or other compensation for their appointed Director from the Member's own funds, provided such is not a charge against the Authority.

(c) *Meetings of Board.*

(1) The Board shall hold regular meetings on the first and third [Wednesdays] of each calendar month at [8:30 A.M.] at the offices of the [Central Coast Water Authority] unless the Board determines to meet at an alternate time or location in accordance with California law. The Board may suspend the holding of regular meetings so long as there is no need for Authority business. The Board may hold special meetings at any time and from time to time in accordance with law, provided that, so long as required by the Act, any action taken regarding the sale of Bonds shall occur by resolution placed on a noticed and posted meeting agenda for a regular meeting of the Authority.

(2) All regular and special meetings of the Board shall be called, noticed, held and conducted subject to the provisions of the Ralph M. Brown Act (Chapter 9 of Part 1 of Division 2 of Title 5 of the California Government Code), or any successor legislation hereafter enacted.

(3) The Secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as practicable after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to the Members.

(4) A majority of the members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings from time to time.

(d) *Voting.* Each Director representing his or her appointing Member shall have one vote. Unless specified to the contrary herein, all actions of the Board shall be approved on the affirmative vote of a majority of the quorum of Directors present at the meeting. In the event of a tie vote among the Directors voting, the matter will not be considered to have passed.

(e) *Officers; Duties; Bonds.*

(1) The officers of the Authority shall be the Chair, Vice Chair, Executive Director, Secretary and Treasurer, who will each serve at the pleasure of the Board.

(2) The Director to the Authority from the [Central Coast Water Authority], or his or her alternate or designee, shall serve as the first Chair of the Authority for one-year from the Effective Date. After such period, the Chair shall be elected by a vote of the Board for a one year term. The Chair shall preside at all meetings of the Authority.

(3) The Board shall select from its members a Vice Chair who shall serve as Vice Chair of the Authority. The term of office of the Vice Chair shall be one year. Following the expiration of such term, a Vice Chair shall be elected by a vote of the Board. The Vice Chair shall perform the duties of the Chair in the absence or incapacity of the Chair. In case of a vacancy in the position of the Chair, the Vice Chair shall perform the duties of the Chair, until such time as a new Chair is selected or appointed.

(4) The Executive Director of the [Central Coast Water Authority] is hereby designated as the initial Executive Director of the Authority. By a vote of the Board, the Authority may give notice to [Central Coast Water Authority] of its desire to replace the initial Executive Director. The Authority and [Central Coast Water Authority] shall engage in a good faith discussion of this desire for a period of at least thirty (30) days. If following the thirty-day period the Authority and the [Central Coast Water Authority] have not been able to resolve any outstanding issues, the Board may remove or appoint a new Executive Officer pursuant to a vote.

The Executive Director shall be responsible for execution and supervision of the affairs of the Authority. Except as otherwise authorized by resolution of the Board, the Executive Director or the Executive Director's designee shall sign all contracts, deeds and other instruments executed by the Authority. In addition, subject to the applicable provisions of any Indenture providing for a trustee or other fiscal agent, the Executive Director is designated as a public officer or person who has charge of, handles or has access to any property of the Authority, and shall file an official bond if so required by the Board pursuant to Section 6505.1 of the Act. In addition to the powers, duties and responsibilities provided herein, the Executive Director shall have such powers, duties and responsibilities as may be hereinafter granted or imposed, as the case may be, by the Board.

(5) The Secretary of the Board of the [Central Coast Water Authority] shall serve as the initial Secretary until such time as the Board may appoint a replacement. The Secretary shall keep the records of the Authority, shall act as Secretary at the meetings of the Authority and record all

votes, and shall keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to the office.

(6) The Controller of the [Central Coast Water Authority] shall serve as the initial Treasurer of the Authority until the Board may appoint a replacement. The Treasurer of the Authority shall have the powers, duties and responsibilities that are specified in Sections 6505 and 6505.5 of the Act. The Treasurer of the Authority is designated as a public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond as required by the Board pursuant to Section 6505.1 of the Act. The cost of the bond shall be paid by the Authority.

(7) So long as required by Sections 6505 and 6505.5 of the Act, the Treasurer of the Authority shall prepare or cause to be prepared: (a) a special audit as required pursuant to Section 6505 of the Act every year during the term of this Agreement; and (b) a report in writing on the first day of July, October, January and April of each year to the Board and the Members, which report shall describe the amount of money held by the Treasurer of the Authority for the Board, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provides regular reports covering such amounts).

(8) The services of the officers shall be without compensation by the Authority. The [Central Coast Water Authority] may provide such other administrative services as required by the Authority.

(9) The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

(10) All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and all pension, relief, disability, worker's compensation and other benefits which apply to the activities of officers, agents or employees of the Members when performing their respective functions within such Member's territorial limits, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially for or on behalf of the Authority under the provisions of this Agreement.

(11) None of the officers, agents or employees, if any, directly employed by the Authority shall be deemed, by reason of their employment by the Authority, to be employed by a Member or, by reason of their employment by the Authority, to be subject to any of the requirements or benefits to any of the Members.

(12) The Members hereby confirm their intent and agree that, as provided in Section 4(a) hereof and in the Act, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the Members, and they do not intend by the following sentence to impair this provision. Notwithstanding Section 4(a) hereof, the confirmation provided immediately above, and the Act, each Member shall indemnify, defend and hold harmless the Authority and each other Member and each of the Authority and the other Member's officers, directors, employees, attorneys and agents from and against any and all costs, expenses, losses, claims, damages, and liabilities directly or indirectly arising out of or in connection with any negligent or wrongful act or omission of such Member in the performance of this Agreement, and the Members intend that each Member provide indemnity or contribution in proportion to that Member's responsibility for any such claim, damage, loss, judgment, liability, expense or other cost, as determined under principles of comparative negligence. Each Member may elect to defend itself in any such action with counsel of its choice, the reasonable fees

of such counsel to be paid by such Member providing indemnification under this section. Notwithstanding the provisions of Section 895.6 of the Government Code of the State, a Member shall not have any right to contribution from the Authority. This paragraph shall survive the termination of this Agreement.

(13) In any event, the Authority shall cause all records regarding the Authority's formation, existence, operations, any Bonds issued by the Authority, obligations incurred by it and proceedings pertaining to its termination to be retained for at least six (6) years following termination of the Authority or final payment of any Bonds issued by the Authority, whichever is later.

(14) Confirmation of officers shall be the first order of business at the first meeting of the Authority, regular or special, held in each calendar year.

(15) No Board member, officer, agent or employee of the Authority, without prior specific or general authority under this agreement or by a vote of the Board, shall have any power or authority to bind the Authority by any contract, to pledge its credit, or to render it liable for any purpose in any amount.

Section 5. Powers. The Authority shall have any and all powers which are common powers of the Members, and the powers separately conferred by law upon the Authority. All such powers, whether common to the Members or separately conferred by law upon the Authority, are specified as powers of the Authority, except any such powers which are specifically prohibited to the Authority by applicable law. The Authority's exercise of its powers is subject to the restrictions upon the manner of exercising the powers of the [Central Coast Water Authority].

The Authority is hereby authorized, in its own name, to do all acts necessary or convenient for the exercise of its powers, including, but not limited to, any or all of the following: to sue and be sued; to make and enter into contracts; to employ agents, consultants, attorneys, accountants, and employees; to acquire, hold or dispose of property, whether real or personal, tangible or intangible, wherever located; to issue Bonds or otherwise incur debts, liabilities or obligations, except for any debt, liability or obligation to a public retirement system or otherwise for pension, health care or other retirement benefits, to the extent authorized by the Act or any other applicable provision of law and to pledge any property or revenues or the rights thereto as security for such Bonds and other indebtedness

Notwithstanding the foregoing, the Authority shall have any additional powers conferred under the Act or under applicable law, insofar as such additional powers may be necessary to accomplish the purposes set forth in Section 2 hereof.

Section 6. Termination of Powers. The Authority shall continue to exercise the powers herein conferred upon it until the termination of this Agreement in accordance with Section 3 hereof.

Section 7. Fiscal Year and Budgeting. The first fiscal year of the Authority shall be the period from the effective date of this Agreement to June 30, 2022. Each subsequent fiscal year of the Authority shall be the period from July 1 of each year through June 30 of the succeeding year, unless changed by resolution of the Board.

The Authority shall develop, circulate, and approve an annual budget for the funding of its administrative and other functions. The budget shall be prepared by the Executive Director. No later than March 1 prior to the beginning of the fiscal year for which the budget is to operate, the Executive Director shall present and circulate to all Members the proposed budget, for review and analysis. The circulated budget shall include the underlying presumptions and worksheets upon which it is based. The Executive

Director or his or her designee, shall be reasonably available to respond promptly to any inquiries or information requests regarding the proposed budget. No later than thirty (30) days after presentation of the budget, the Board shall meet to deliberate and pass upon the budget. The Board may accept, reject, or modify in any way the budget as proposed by the Executive Director.

Initially, the [Central Coast Water Authority] shall perform the accounting and revenue collection functions of the Authority, tracking and securing the funding from the Members pursuant to the approved annual budget, and consistent with the approved cost allocations among the Members approved therewith. The [Central Coast Water Authority] shall perform such functions until such time as a different Member or other entity is selected by the Board to perform the accounting and revenue collection functions of the Authority and tracking and securing the funding from the Members pursuant to the approved annual budget.

In the event of any delinquency, the [Central Coast Water Authority] may request the Authority to appoint it, or any other Member or group of Members, to represent the Authority, as its agent, in securing collection of unpaid and owing amounts from any delinquent Member or Members. The reasonably incurred costs of such collection efforts may be reimbursed to the agent authorized by the Authority to go forward with them, and may be added as an administrative cost to other Members, or as a credit against future amounts owing to the Authority from such authorized agent.

Section 8. Disposition of Assets. Upon termination of this Agreement pursuant to Section 3 hereof, any surplus money in possession of the Authority or on deposit in any fund or account of the Authority shall be returned in proportion to any contributions made as required by Section 6512 of the Act. The Board is vested with all powers of the Authority for the purpose of concluding and dissolving the business affairs of the Authority. After rescission or termination of this Agreement pursuant to Section 3 hereof, all property of the Authority, both real and personal (except for any surplus money, which shall be distributed pursuant to the first sentence of this Section), shall be distributed to the Members in proportion to their contributions.

Section 9. Contributions and Advances. Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by a Member for any of the purposes of this Agreement. Administrative costs owed to the Authority are intended to be recovered pursuant to the terms of the Project Agreement executed by the Members. Only Members executing a Project Agreement shall be required to pay such administrative costs.

Section 10. Bonds.

(a) *Authority to Issue Bonds.* When authorized by the Act or other applicable provisions of law and by resolution of the Board, the Authority may issue Bonds for the purpose of raising funds for the exercise of any of its powers or to otherwise carry out its purposes under this Agreement. Said Bonds shall have such terms and conditions as are authorized by the Board. The issuance of Bonds shall be approved by the affirmative vote of a majority of the total number of Directors of the Authority.

(b) *Bonds Limited Obligations.* The Bonds, including the principal and any purchase price thereof, and the interest and premium, if any, thereon, shall be special obligations of the Authority payable solely from, and secured solely by, the revenues, funds and other assets that are pledged therefor under the applicable Indenture(s), and shall not constitute a charge against the general credit of the Authority or the Members.

The Bonds shall not be secured by a legal or equitable pledge of, or lien or charge upon or security interest in, any property of the Authority or any Members (other than revenues or other funds of the Member executing a Project Agreement to secure such Bonds, and only to the extent set forth in such Project Agreement) or any Authority income or receipts or any Member's income or receipts (other than income or receipts of the Member executing a Project Agreement and only to the extent set forth in such Project Agreement) except the property, income and receipts pledged therefor under the applicable Indenture(s). The Bonds shall not constitute a debt, liability or obligation of the State or any public agency thereof, including any Member, other than the special obligation of the Authority as described above. Neither the faith and credit nor the taxing power of the State or any public agency thereof, including any Member, shall be pledged to the payment of the principal or purchase price of, or the premium, if any, or interest on the Bonds, nor shall the State or any public agency or instrumentality thereof, including any Member, in any manner be obligated to make any appropriation for such payment. The Authority shall have no taxing power.

No covenant or agreement contained in any Bond or Indenture shall be deemed to be a covenant or agreement of any director, officer, agent or employee of the Authority or a Member, in his or her individual capacity, and no director or officer of the Authority executing a Bond shall be liable personally on such Bond or be subject to any personal liability or accountability by reason of the issuance of such Bond.

Section 11. Agreement not Exclusive. This Agreement shall not be exclusive and shall not be deemed to amend or alter the terms of other agreements between the Members, except as the terms of this Agreement shall conflict therewith, in which case the terms of this Agreement shall prevail.

Section 12. Project Agreements. The rights and obligations of the Members and the Authority with respect to any Bonds issued by the Authority shall be set forth in the respective Project Agreements to be authorized by the Board of the Authority and the governing board of the participating Members and executed and delivered by the Authority and the participating Members. Each Project Agreement shall include provisions to ensure that such Member will comply with the provisions of any Indenture related to such Project Agreement.

Section 13. Additional Members. It is recognized that public agencies other than the original Members to this Agreement may wish to participate in the Authority. As determined by the Board of Directors, in its sole discretion, any such public agency must have the common powers specified in the Declaration of Purpose, above. Additional public agencies may become Members upon such terms and conditions as approved by a majority vote of the Board, including establishment of an appropriate cost allocation for that Additional Member and payment by the Additional Member of an acceptable financial contribution to offset prior expenses or obligations incurred by the existing Members, if any. The Authority shall revise Exhibit A to reflect such Additional Member and shall attach the revised Exhibit A as a replacement exhibit. Such replacement Exhibit A shall not constitute an amendment to this Agreement.

Section 14. Withdrawal of a Member. Any Member seeking to withdraw from the Authority shall give at least one hundred eighty (180) days written notice of its election to do so. Such written notice must state the date on which the withdrawal shall be effective. Notice must be given to each Director of the Board and to the Executive Director. The application of the withdrawing Member shall include a plan for the allocation to the withdrawing Member any reimbursement or payment to the Authority of any appropriate costs, expenses, or obligations of the Authority, assumed by or benefitting such withdrawing Member, previously incurred by the Authority. Upon withdrawal, the withdrawing Member shall no longer be a Member, and shall no longer have any obligations under this Agreement; provided that the withdrawing Member shall remain liable for its share of debt service with respect to any outstanding

Bonds or amounts payable under a Project Agreement. Any Member that withdraws shall remain subject to the provisions of Section 4(e)(12) with respect to any event or occurrence taking place before such Member withdraws.

Section 15. Accounts and Reports. All funds of the Authority shall be strictly accounted for in books of account and financial records maintained by the Authority, including a report of all receipts and disbursements. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles and by each Indenture for outstanding Bonds (to the extent that such duties are not assigned to a trustee for owners of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by the Members and their representatives.

The Authority shall require that each Indenture shall provide that if a trustee is appointed thereunder, such trustee shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of such Indenture. Said trustee may be given such duties in said Indenture as may be desirable to carry out the requirements of this Section 15.

(a) Audits. The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority in compliance with the requirements of the Act. Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section 15, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

(b) Audit Reports. The Treasurer of the Authority, as soon as practicable after the close of each fiscal year but in any event within the time necessary to comply with the requirements of the Act, shall file a report of the audit performed pursuant to this Section 15(b) as required by the Act and shall send a copy of such report to public entities and persons in accordance with the requirements of the Act.

Section 16. Funds. Subject to the provisions of each Indenture for outstanding Bonds providing for a trustee to receive, have custody of and disburse funds which constitute Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to accounting procedures approved by the Board and shall make the disbursements required by this Agreement or otherwise necessary to carry out the provisions and purposes of this Agreement.

Section 17. Adoption of Certain Codes and Policies. The Authority shall, by resolution, adopt a Conflict of Interest Code, an investment policy and a debt management policy to the extent required by law. Such Conflict of Interest Code, investment policy and debt management policy may initially be the respective code or policies of the [Central Coast Water Authority].

Section 18. Notices. Notices and other communications hereunder to the parties shall be sufficient if delivered to the clerk or secretary of the governing body of each party.

Section 19. Effectiveness. This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of the Members when each party has executed a counterpart of this Agreement.

Section 20. Severability. Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

Section 21. Successors; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, neither party may assign any right or obligation hereunder without the consent of the other.

Section 22. Amendment of Agreement. This Agreement may be amended by supplemental agreement executed by all of the Members at that time; provided, however, that this Agreement may be terminated only in accordance with Section 3 hereof and, provided further, that such supplemental agreement shall be subject to any restrictions contained in any Bonds or documents related to any Bonds to which the Authority is a party.

Section 23. Waiver of Personal Liability. No Member, member of the Board, officer, counsel, employee or other agent of the Authority or the Members shall be individually or personally liable for any claims, losses, damages, costs, injury and liability of any kind, nature or description arising from the actions of the Authority or the actions undertaken pursuant to this Agreement, and the Authority shall defend such Members, members of the Board, officers, counsel, employees or other agent of the Authority against any such claims, losses, damages, costs, injury and liability. Without limiting the generality of the foregoing, no Member, member of the Board, officer, counsel, employee or other agent of the Authority or of any Member shall be personally liable on any Bonds or be subject to any personal liability or accountability by reason of the issuance of Bonds pursuant to the Act and this Agreement. To the full extent permitted by law, the Board shall provide for indemnification by the Authority of any person who is or was a member of the Board, or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member of the Board, or an officer, employee or other agent of the Authority, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in the course and scope of his or her office, employment or agency. In the case of a criminal proceeding, the Board may provide for indemnification and defense of a member of the Board, or an officer, employee or other agent of the Authority to the extent permitted by law.

Section 24. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

Section 25. Miscellaneous. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 26. Duties. Where reference is made to duties to be performed for the Authority by a public official or employee, such duties may be performed by that person's duly authorized deputy or assistant. Where reference is made to actions to be taken by a Member, such action may be exercised through the officers, staff or employees of such Member in the manner provided by law.

Section 27. Principal Office. The principal office of the Authority shall be the principal office of the [Central Coast Water Authority] unless the Board designates a different principal office by motion or resolution.

Section 28. Controlling Law. THIS AGREEMENT IS MADE IN THE STATE, UNDER THE CONSTITUTION AND LAWS OF THE STATE AND IS TO BE CONSTRUED AS A CONTRACT MADE AND TO BE PERFORMED IN THE STATE.

Section 29. Complete Agreement. Except as provided in Section 11 hereof, this Agreement is the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof, which supersedes and merges all prior proposals, understandings, and other agreements,

whether oral, written, or implied in conduct, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers or officials thereunto duly authorized, as of the day and year first above written.

CENTRAL COAST WATER AUTHORITY

By _____
President

ATTEST:

Secretary

[MEMBER 2]

By: _____
[Title]

ATTEST:

Secretary

EXHIBIT A
AUTHORITY MEMBERS

1. Central Coast Water Authority
2. [Member 2]



CENTRAL COAST WATER AUTHORITY

MEMORANDUM

October 5, 2021

TO: CCWA Board of Directors

FROM: Ray A Stokes
Executive Director 

SUBJECT: Ventura-Santa Barbara Counties Intertie Project

DISCUSSION

Casitas Municipal Water District and Carpinteria Valley Water District have been in discussions to construct an intertie pipeline between Carpinteria and Casitas to allow Casitas to take delivery of its State Water allotment through the Coastal Branch facilities of the State Water Project.

The attached pamphlet provides a brief overview of the proposed project. Casitas Municipal Water District staff will be in attendance at the Board meeting to provide a brief presentation on the project.

RAS

Attachment

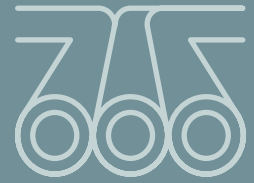


VENTURA-SANTA BARBARA COUNTIES INTERTIE PROJECT



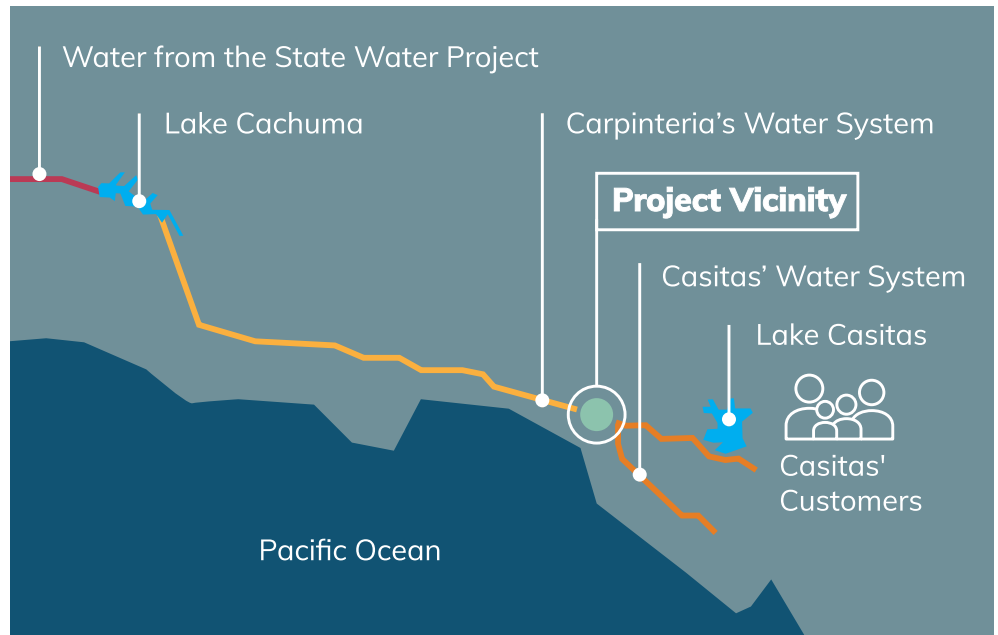
PLANNING AHEAD TO SECURE OUR COMMUNITY'S WATER FUTURE

As Casitas looks ahead to continue to meet the water needs of our customers and our community for years to come, we are partnering with the neighboring Carpinteria Valley Water District to connect our two water systems that are only 1.3 miles apart, gaining access to the State Water Project (SWP) – the backbone of California's water supply.



PROJECT BENEFITS

- Protect long-term Lake Casitas water supply
- Mitigate short-term drought risk
- Diversify water supply sources
- Improve local water management
- Increase regional emergency preparedness



CONNECTING CASITAS

Casitas has always considered connecting to the SWP. For decades, Casitas has held an existing contract for 5,000 acre-feet of SWP water, but has not been able to use it because we do not have the infrastructure we need to bring it here. Think of connecting to the SWP as a water insurance plan for our community – to help prevent Lake Casitas water levels from getting too low or in case of a regional emergency, we will always have the option to bring in SWP water or other supplemental water supplies.

ACRE FOOT?

AN ACRE FOOT IS DEFINED AS THE VOLUME OF WATER NECESSARY TO COVER ONE ACRE OF SURFACE AREA (APPROXIMATELY THE SIZE OF A FOOTBALL FIELD) TO A DEPTH OF ONE FOOT.

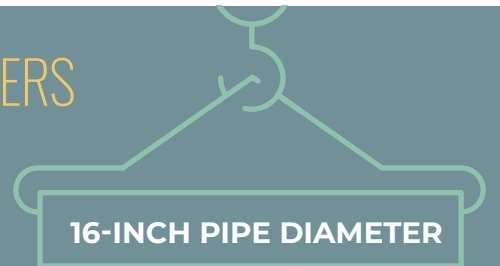
Total Project Construction
Funded Through
Grants & Loans.



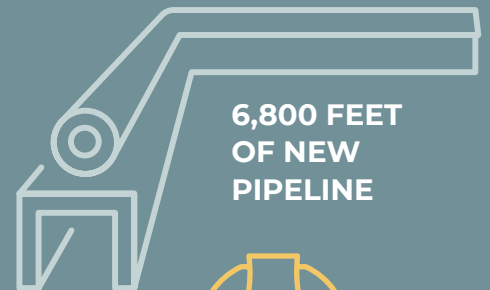
BY THE NUMBERS



12-15 MONTHS OF
CONSTRUCTION

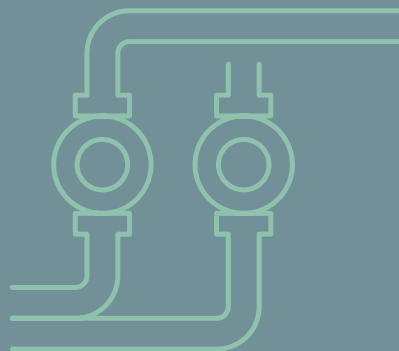


16-INCH PIPE DIAMETER



6,800 FEET
OF NEW
PIPELINE

2 BOOSTER PUMP STATIONS



\$15.5 MILLION
TOTAL PROJECT
CONSTRUCTION
COST

The Ventura-Santa Barbara Counties Intertie project is a cost efficient, no regrets project that will help our community to become more resilient in responding to droughts and emergencies, both now and into the future.

www.casitaswater.org

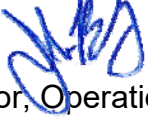


CENTRAL COAST WATER AUTHORITY

MEMORANDUM

October 20, 2021

TO: CCWA Board of Directors

FROM: John Brady 
Deputy Director, Operations and Engineering

SUBJECT: Request for Approval of Tank 5 and 7 Chemical Dosing Facility Design, (C-21T5ICDF and C-21T7ICDF) - Procurement of Engineering Services in the Amount of \$144,700

BACKGROUND

Following the winter shutdown of 2020, CCWA operated well below the minimum design flow rate for the Water Treatment Plant and Aqueduct. This low flow period continued through the spring and ended at the beginning of summer 2021. This low flow period created a significant challenge of maintaining adequate chlorine residual and controlling nitrification at the southern end of the pipeline.

CCWA staff attempted several approaches to improve the disinfection levels and to control nitrification for the pipeline during the extended low flow event. One solution that CCWA initially incorporated included boosting chloramine residuals in selected Tanks. The process consisted of adding, in the appropriate proportion, aqua-ammonia manually through the top hatch of the selected Tank, followed by adding sodium hypochlorite. Mixing was achieved through filling the Tank as rapidly as possible coupled with the timing and sequence of chemical addition. This method was effective for extreme low flows, as the Tanks would contain over two days of supply at the completion of the chloramine boosting operation.

When flow rates increased in the summer of 2021, a nitrification event materialized. In responding to this event, staff found that the chloramine boosting procedures previously implemented during the extended low flow event proved to be inadequate due to inadequate mixing. Consequently, CCWA moved forward with fabricating a portable chemical dosing system that allowed the use of positive displacement dosing pumps for simultaneously dosing liquid ammonium sulfate and sodium hypochlorite at the inlet piping of selected Tanks. This method resolved the mixing issue.

DISCUSSION

After a thorough review of the nitrification control measures implemented in 2021, staff found that the optimum method for nitrification control would require the capability of boosting chloramine residuals at the inlet of Tank 5 and 7 and the capability of dosing

sodium hypochlorite at the Tank outlet piping to bind any free ammonia concentrations that may be present in the water. Further, the dosing systems would need to be connected to the CCWA Supervisory Control and Data Acquisition (SCADA) System so that it could be continuously monitored.

To implement these measures, staff included a project in the current Fiscal Year budget for the design of chemical dosing facilities at Tank 5 and 7. Although these are existing dosing systems at Tank 5 and 7, these systems will need to be modified and expanded as follows:

- **Tank 5:** Provide a new building and a liquid ammonium sulfate (LAS) and sodium hypochlorite dosing system, with associated chemical storage, at the inlet piping vault. Tank 5 has an existing permanent sodium hypochlorite system at the outlet piping that will remain in place.
- **Tank 7:** Provide a new building/shelter and a sodium hypochlorite dosing system, with associated chemical storage, at the outlet piping. Tank 7 has an existing permanent sodium hypochlorite system at the inlet piping. However, this facility will need to be modified to include liquid ammonium sulfate dosing and associated storage.

FINANCIAL CONSIDERATIONS

The Board approved project to design the Tank 5 and 7 chemical dosing facilities and established the budgets as follows:

- C-21T5ICDF – Tank 5 Chemical Dosing Facility Design. This project has a budget of \$73,500.
- C-21T7ICDF – Tank 7 Chemical Dosing Facility Design. This project has a budget of \$73,500.

This provides a total budget of \$147,000. CCWA staff negotiated the scope and cost for design service with HDR Engineering, CCWA's consulting engineering firm. The resulting proposal is attached and presents a time and materials, not to exceed budget of \$144,700, which is within the established budget.

One deliverable of the project will be to prepare a cost estimate for constructing the chemical dosing systems by January 2022, which is the timeframe of preparing the budget for FY 2022/2023.

RECOMMENDATION

That the Board:

- Authorize the Executive Director to award the Tank 5 and 7 Chemical Dosing Facility Design Project to HDR Engineering, Inc. in the amount of \$144,700, on a time and materials basis, as outlined in the HDR Engineering Inc. Proposal dated October 13, 2021.



October 13, 2021

Mr. John Brady, Deputy Director
Central Coast Water Authority (CCWA)
255 Industrial Way
Buellton, CA 93427

Sent via email: jlb@ccwa.com

RE: Proposal for Tanks 5 and 7 Technical Memorandum

Dear Mr. Brady:

HDR Engineering appreciates this opportunity to provide a proposal for preparing a Technical Memorandum (TM) for improving the disinfection at CCWA's Tanks 5 and 7.

Following the winter shutdown of 2020, CCWA operated well below the minimum design flow for the Water Treatment Plant and aqueduct up until the summer of 2021. This low flow period created a significant challenge of maintaining adequate chlorine residual and controlling nitrification at the south end of CCWA's pipeline.

CCWA attempted several approaches to improve the disinfection levels and to control nitrification for the pipeline during the extended low flow event. One solution that CCWA initially incorporated included boosting chloramine residuals in selected Tanks. The process consisted of adding, in the appropriate proportion, aqua-ammonia manually through the top hatch of the selected Tank, followed by adding sodium hypochlorite. Mixing was achieved through filling the Tank as rapidly as possible coupled with the timing and sequence of adding chemical. This method was effective for extreme low flows, as the Tanks would contain over two days of supply at the completion of the chloramine boosting operation.

When flow rates increased, the mixing procedure utilized during the extended low flow event was inadequate. Consequently, CCWA moved forward with fabricating a portable chemical dosing system that allowed the use of positive displacement dosing pumps for simultaneously dosing liquid ammonium sulfate and sodium hypochlorite at the inlet piping of selected Tanks. This resolved the mixing issue. Ultimately, CCWA determined that to control nitrification events in the southern portion of the pipeline, Tank 5 and 7 would need to be modified to provide the ability to boost chloramine residual at the inlet piping of Tank 5 and 7 and to also include the dosing of sodium hypochlorite at the outlet of the selected Tanks to bind free ammonia that may be present in the Tank effluent.

Consequently, CCWA wishes to install permanent chemical dosing facilities at both Tank 5 and 7 to boost chloramine residual at the inlet and to dose sodium hypochlorite at the outlet. The objective for the design for each tank is as follows:

Tank 5: Provide a new building and a liquid ammonium sulfate (LAS) and sodium hypochlorite dosing system, with associated storage, at the inlet piping vault. There is a flat spot adjacent to the inlet vault that would be a good location for a small building. A means to collect a sample downstream of dosing and mixing must also be provided. Mixing will be

facilitated by injection nozzle design and potential modification of inlet piping. Tank 5 has an existing permanent sodium hypochlorite system at the outlet piping.

Task 7: Provide a new building/shelter and a sodium hypochlorite dosing system, with associated storage, at the outlet piping. The building/Shelter will need to be located adjacent to the pavement surrounding Tank 7. A means to collect a sample downstream of dosing and mixing must also be provided for this new dosing location. Mixing will be facilitated by injection nozzle design and potential modification of outlet piping. Tank 7 has an existing permanent sodium hypochlorite system at the inlet piping. This facility will need to be modified to include liquid ammonium sulfate dosing and associated storage.

Scope of Work

HDR Engineering will assist the CCWA in preparing a technical memorandum for tanks 5 and 7 and will investigate chemical additions and the addition of tank mixing at CCWA Tanks 5 and 7.

Task 1.1 Project Management, Accounting and Quality Control

Project management activities include contract execution and set-up, budget tracking and reporting, invoicing, coordination of staff, coordination of quality control activities, and project close-out activities. Coordination will be handled via email and phone conference. It is anticipated this task will be complete within five months from our notice to proceed.

Deliverables:

- Five invoices (5) for the months of October through February and email correspondence with client

Assumptions:

- Task 1.1 will be initiated at the beginning of October and be complete by February 19th, 2021

Task 1.2 Quality Assurance and Quality Control

All deliverables will be reviewed by a Senior Engineer experienced in the disciplines of work included in this proposal. A total of 13 hours of review time has been proposed for performing two submittals of the technical memorandum.

Deliverables:

- Quality Assurance and Quality Control for two submittals of the technical memorandum.

Task 1.3 Site Visit

HDR will attend one site visit for tanks 5 and 7 on the same day. In attendance will be John Coffman, Rich Stratton and our electrical engineer. HDR will document findings in the technical memorandum.

Deliverables:

- One site visit to tanks 5 and 7

Assumptions:

- CCWA will provide safety equipment and safe working conditions to enter any CCWA facilities
- CCWA will provide personnel who is authorized to open electrical panels and/or PLC panels, and who may be able to answer questions regarding the Authority's PLC system, SCADA system, and communication architecture.

Task 1.4 WEBEX Meetings

HDR will host two Webex meetings during the course of the project. The first meeting will be for the project kick off meeting and is anticipated to last no more than one hour and will follow HDR's review of as built plans provided by CCWA.

The second meeting will be to present the draft technical memorandum findings. HDR will take meeting minutes and provide them to the CCWA within 48 hours of the Webex meeting

Deliverables:

- Meeting minutes provided within 48 hours of the WEBEX meetings

Assumptions:

- CCWA will provide the following as built plans, if available: Civil, Electrical, I&C, Mechanical, and Process.

Task 2.1 – Data Review

HDR will review pertinent drawings for tanks 5 and 7 as related to the scope of services included herein. It is anticipated all drawings will be provided in one document transmission. The drawings will be used as the basis for preparing conceptual level technical documents in support of the technical memorandum task.

Deliverables:

- There is no deliverable for this task

Task 2.2 – Alternatives Development and Evaluation

HDR will develop two alternatives for each Tank site that will include alternative chemical storage/feed locations, tank/chemical feed system configurations, and electrical service locations. We will compare the pros and cons of each alternative and relative costs and hold a Webex workshop with CCWA to reach a consensus on the preferred alternatives.

Deliverables:

- Alternatives comparison showing pro and cons of each option
- Workshop notes documenting preferred alternatives

Task 2.3 – Develop Design Criteria and Layouts

HDR will develop conceptual design criteria for the preferred alternative for each tank site. Figures including a process schematic and site layout for each site will be prepared.

Deliverables:

- Conceptual design criteria table
- Figures

Task 2.4 – Prepare Conceptual Design TM

HDR will prepare a Conceptual design technical memorandum that provides a background for the projects; a summary of the alternatives evaluated and justification for the selected alternatives; preliminary design criteria and figures, and planning level costs for comparison of alternatives; and a project schedule

Deliverables:

- Draft and final Conceptual Design TM in pdf files

Task 2.5 – Prepare 30% Design Documents



Upon District’s approval of the Conceptual Design TM, HDR will prepare plans and technical specifications for the recommended improvements at a 30% design level. District comments will be incorporated into the final 30% design submittal. Bid document preparation is not included in this scope of work.

Drawings will be prepared in 2D AutoCAD. Design plans will be developed utilizing industry standard scales, in English scale units. Table 1 shows a preliminary listing of drawings anticipated for the project. This list is based on the project description in the mail dated September 7, 2021.

TABLE 1 - PRELIMINARY LIST OF DRAWINGS

Drawing No.	Title
General	
G1	Cover Sheet, Sheet Index, and Location Map
G2	General Abbreviations and Symbols
G3	General Notes and Regulatory Requirements
Civil	
C1	Tank 5 Site Plan
C2	Tank 7 Site Plan
Structural	
S1	Tank 5 Chemical Building Foundation Plans
S2	Tank 7 Chemical Building Foundation Plans
Process	
P1	Process Schematic Tank 5
P2	Chemical Building Equipment Layout and Sections
P3	Process Schematic Tank 7
P4	Chemical Building Plan and Sections
Electrical	
E1	Electrical Legend and Symbols
E2	Electrical Single Line Diagram Tank 5
E3	Electrical Site Plan Tank 5
E4	Electrical Single Line Diagram Tank 7
E5	Electrical Site Plan Tank 7
I1	Instrumentation Legend and Symbols
I2	P&ID for Tank 5 Chemical Feed System
I3	P&ID for Tank 7 Chemical Feed System

Select specifications including chemical pumps and tanks, piping, valves, and chemical building will be prepared in Construction Specifications Institute format using Microsoft Word (Divisions in 6-digit format). Our budget for this task assumes that HDR’s master specifications will be used as a basis for the technical provisions.

Drawings and specifications will be submitted to the District for review and approval at the 30 design stage.

Deliverables: Draft and final electronic (pdf) copy of 30% documents including drawings, and specifications. Drawings will be submitted as half size on 11x17 sheets.

Assumptions:

1. The District will provide as-built CAD files for the two water storage tank sites or as-built PDFs. A survey will not be completed of these two sites. If CAD files are not available, HDR will utilize the PDF drawings as backgrounds for design.
2. The chemical building will be a pre-engineered structure and the design will be delegated to the Contractor. The structural design will include the foundation design only.
3. Geotechnical information will be taken from available geotechnical reports or prescriptive geotechnical values from the building code. If additional geotechnical investigations are required, an amendment will be prepared.

Task 2.6 – Prepare Class 3 Cost Estimate

Based on the 30% design, HDR will prepare a Class 2 cost estimate for each tank site.

Deliverables:

- Class 2 opinion of construction cost for each tank site.

Schedule

HDR assumes the project will be completed by February 10th, 2022 and that a notice to proceed will be provided by October 18th, 2021.

Our first deliverable will include a draft technical memorandum for both tanks 5 and 7. The CCWA will provide comments within three weeks of submitting the document.

Our second deliverable will include the OPCC and final Technical Memorandum and will be transmitted for both sites.

Our third deliverable will include the 30% design submittal and Class 3 OPCC.

Our schedule assumes that CCWA will provide comments within three weeks of HDR submitting the various deliverable documents.

Assumptions:

- Survey and geotechnical design services are not included
- The project will be delivered as one technical memorandum for both sites.
- Bidding services are not included and can be provided as an additional service

Fee, Terms and Conditions

HDR will invoice these services on a time-and-materials basis, in accordance with the terms and conditions of a mutually-acceptable agreement. The total fee shown in the enclosed fee estimate will not be exceeded, unless authorized in writing by the CCWA.

We appreciate the opportunity to provide this proposal and look forward to answering any questions you may have.

Sincerely,

HDR Engineering, Inc,



Anna Lantin, PE

Vice President



John Coffman, PE

Project Manager

Enclosure: Engineering Fee Estimate

Central Coast Water Authority
 Tanks 5 and 7 Chloramination Improvements 30% Design
 Estimated Level of Effort and Fee



NO.	TASK DESCRIPTION	LEVEL OF EFFORT (HOURS)										FEE (DOLLARS)								
		Principal In Charge	Sr. Project Manager	Task Manager	Electrical Engineer	Architect	Structural Engineer	EIT	Sr. GIS/CADD/BI M/Designer	GIS/CADD/BI M/Designer	Project Accountant	Project Administrator	Total Labor	Labor	Subs	Raw Direct Costs	Markup on Direct Costs	Direct Costs	Total	TOTAL
	<i>Client Billing Rates</i>	\$350	\$285	\$285	\$175	\$209	\$256	\$130	\$150	\$110	\$135	\$110	\$168		Calc	1.00%	10%	Calc	Calc	-2
1	I. Project Management and Quality Assurance and Control																			
1.1	Project Management, Accounting & Quality Control	1	4	1							14	6	26	4,325	0	43	4	47	4,372	
1.2	Quality Assurance and Quality Control	1	1	6								3	11	2,675	0	27	3	30	2,705	
1.3	Site Visit	8	8	16	16								48	12,440	0	124	12	136	12,576	
1.4	WEBEX Meetings	4	6		6			6					22	4,940	0	49	5	54	4,994	
	Subtotal 1 I. Project Management and Quality Assurance and Control	14	19	23	22	0	0	6	0	0	14	9	107	24,380	0	243	24	267	24,647	24,600
2	Prepare Design and OPCC																			
2.1	Data Review	2	4	2	2			6					16	3,540	0	35	4	39	3,579	
2.2	Alternatives Development and Evaluation	4	8	4	4			16					36	7,600	0	76	8	84	7,684	
2.3	Develop Design Criteria and Layouts	2	4	4	8			16	16	20			70	11,060	0	111	11	122	11,182	
2.4	Prepare Conceptual Design TM	2	2	4	2			8					18	3,800	0	38	4	42	3,842	
2.5	Prepare 30% Design Documents	8	8	22	80	32	32	140	16	220		4	562	85,470	0	855	86	941	86,411	
2.6	Prepare Class 3 OPCC	4	1	2	4			30					45	7,295	0	73	7	80	7,375	
	Subtotal 2 Prepare Design and OPCC	22	27	38	100	32	32	216	32	240	0	8	747	118,765	0	1,188	120	1,308	120,073	120,100
	TOTAL, hours	36	46	61	122	32	32	222	32	240	14	17	854	143,145	0	1,431	144	1,575	144,720	144,700
	TOTAL, dollars																			




CENTRAL COAST WATER AUTHORITY

MEMORANDUM

October 19, 2021

TO: CCWA Board of Directors

FROM: John Brady, 
Deputy Director, Operations and Engineering

SUBJECT: FY 2021/2022 Procurement of Replacement Vehicles for the Amount of \$77,927.75

Background

Service vehicles are critical to the CCWA operation and are replaced on a periodic basis. The current vehicle replacement policy is to replace vehicles when they: (1) exceed 150,000 miles for sedans, (2) exceed 130,000 miles for service trucks or (3) exceed 10 years in age. Based on this replacement policy, CCWA staff included the replacement of two vehicles in the FY 2021/2022 Budget, with a project budget of \$73,500.

Discussion

The CCWA pipeline operation spans over 140 miles and is controlled with a variety of instrumentation, actuators, valves and network communication equipment. To ensure continuous reliable operations of the pipeline, this equipment must be routinely serviced and quickly repaired if issues arise. By providing vehicles for the CCWA Technicians, these tasks can be implemented in an efficient, proactive manner.

In terms of procurement of the vehicles, CCWA Board Resolution #19-001 states that "CCWA may participate in cooperative purchasing arrangements and programs established by federal, state or other public agencies". Accordingly, CCWA participates in a cooperative purchasing arrangement with the State of California, Department of General Services, known as the California Multiple Awards Schedule Program. This agency solicits competitive bids for a wide variety of equipment and materials. Given the significant purchasing power of the State, CCWA has historically procured vehicles through this program with very competitive pricing.

In addition, all vehicles to be replaced will be sold at auction as surplus equipment. CCWA staff developed an estimate of sales price for each vehicle planned for auction. The estimates were based on CCWA's vehicle auction records of similar vehicles from prior years.

In terms of the vehicle delivery schedule, once CCWA places an order, the vehicles will be manufactured. However, the manufacture date is not yet specified due to supply chain issues arising from the pandemic. This means that vehicle delivery may or may not be delivered in the current fiscal year.

Financial Considerations

CCWA Board Resolution #19-001 states that if the purchase price of a budgeted item exceeds \$75,000, then the purchase contract shall be submitted to the Board of Directors for contract award. The vehicle replacements are presented in the Table below, along with purchase price, estimated salvage value and the net total cost:

New Vehicle	Purchase Price	Retired Vehicle/Mileage	Estimate of Salvage Value	Net Cost
Sample Truck	\$33,383.50	D083/approximately 135,003 miles	\$4,900	\$28,483.50
Distribution Technician Truck	\$44,544.25	D060/approximately 142,300 miles	\$7,500	\$37,044.25
TOTALS	\$77,927.75		\$12,400	\$65,527.75

The budget for this project is \$73,500. When considering salvage value as part of the project, this procurement is well under the established FY 2021/2022 Budget.

Recommendation

That the Board:

1. Authorize the Executive Director to procure the vehicles described in this Board Report in the amount of \$77,927.75.
2. Authorize the Executive Director to sell the replaced vehicles as surplus equipment at public auction.

**State Water Contractors - State Legislation - Priority 1 List
10/12/2021**

Agenda Item V.H.
Board of Directors
October 28, 2021

[AB 271](#) (Rivas, Robert D) Santa Clara Valley Water District: contracts: best value procurement.
Introduced: 1/19/2021
Last Amend: 4/5/2021
Status: 7/9/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 48, Statutes of 2021.
Summary: Current law authorizes certain local entities to select a bidder for a contract on the basis of "best value," as defined. Existing law governs various types of contract procedures applicable to the Santa Clara Valley Water District and prescribes competitive bidding procedures for any improvement or unit of work over \$50,000. This bill would authorize the district, upon approval by the board of directors of the district, to award contracts on a best value basis for any work of the Anderson Dam project, defined to include prescribed activities and works of construction with regard to the Leroy Anderson Dam and Reservoir and certain fish and aquatic habitat measures described in a federal-state settlement agreement.

Position
SWC - Monitor

[AB 377](#) (Rivas, Robert D) Water quality: impaired waters.
Introduced: 2/1/2021
Last Amend: 4/13/2021
Status: 5/25/2021-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/19/2021)(May be acted upon Jan 2022)
Summary: Would require, by January 1, 2023, the State Water Resources Control Board and regional boards to prioritize enforcement of all water quality standard violations that are causing or contributing to an exceedance of a water quality standard in a surface water of the state. The bill would require the state board and regional boards, by January 1, 2025, to evaluate impaired state surface waters and report to the Legislature a plan to bring all water segments into attainment by January 1, 2050. The bill would require the state board and regional boards to update the report with a progress summary to the Legislature every 5 years. The bill would create the Waterway Recovery Account in the Waste Discharge Permit Fund and would make moneys in the Waterway Recovery Account available for the state board to expend, upon appropriation by the Legislature, to bring impaired water segments into attainment in accordance with the plan.

Position
SWC - Watch

[AB 979](#) (Frazier D) Sacramento-San Joaquin Delta: projects: sea level rise analysis report.
Introduced: 2/18/2021
Last Amend: 4/13/2021
Status: 5/25/2021-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/19/2021)(May be acted upon Jan 2022)
Summary: The Sacramento-San Joaquin Delta Reform Act of 2009, provides that it is the policy of the state to, among other things, reduce reliance on the Sacramento-San Joaquin Delta in meeting California's future water supply needs through a statewide strategy of investing in improved regional supplies, conservation, and water use efficiency. Current law establishes the Delta Stewardship Council, which is required to develop, adopt, and commence implementation of a comprehensive management plan, known as the Delta Plan, for the Sacramento-San Joaquin Delta. This bill would require any individual or entity that undertakes a project, as defined, within the Delta to complete a report analyzing the impact of sea level rise on the project.

Position
SWC - O

[AB 1500](#) (Garcia, Eduardo D) Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, and Workforce Development Bond Act of 2022.
Introduced: 2/19/2021
Last Amend: 5/11/2021
Status: 9/10/2021-Failed Deadline pursuant to Rule 61(a)(15). (Last location was RLS. on 5/20/2021) (May be acted upon Jan 2022)
Summary: Would enact the Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, and Workforce Development Bond Act of 2022, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$7,080,000,000 pursuant to the State General Obligation Bond Law to finance projects for safe drinking water, wildfire prevention, drought preparation, flood protection, extreme heat mitigation, and workforce development programs.

Position

[SB 45](#) (Portantino D) Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2022.

Introduced: 12/7/2020

Last Amend: 4/8/2021

Status: 9/10/2021-Failed Deadline pursuant to Rule 61(a)(15). (Last location was INACTIVE FILE on 6/1/2021)(May be acted upon Jan 2022)

Summary: Would enact the Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2022, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$5,595,000,000 pursuant to the State General Obligation Bond Law to finance projects for a wildfire prevention, safe drinking water, drought preparation, and flood protection program.

Position

SWC-SifA

[SB 369](#) (Pan D) Flood control: Yolo Bypass Cache Slough Partnership Multibenefit Program.

Introduced: 2/10/2021

Last Amend: 6/14/2021

Status: 9/23/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 275, Statutes of 2021.

Summary: Would establish the Yolo Bypass Cache Slough Partnership Multibenefit Program to support the development and implementation of projects within the Yolo Bypass and Cache Slough region. The bill would define "Yolo Bypass Cache Slough Partnership" to mean the multiagency partnership established pursuant to a memorandum of understanding signed in May 2016 by a total of 15 participating federal, state, and local agencies. The bill would require the participating state agencies, including the Natural Resources Agency, the Department of Water Resources, the Department of Fish and Wildlife, the Central Valley Flood Protection Board, the State Water Resources Control Board, and the Central Valley Regional Water Quality Control Board, to work in collaboration with the participating federal and local agencies and the City of West Sacramento, if it chooses to participate, to advance specified objectives in the Yolo Bypass and Cache Slough region.

Position

SWC - Support

[SB 559](#) (Hurtado D) Department of Water Resources: water conveyance systems: Water Conveyance Restoration Fund.

Introduced: 2/18/2021

Last Amend: 8/30/2021

Status: 9/10/2021-Failed Deadline pursuant to Rule 61(a)(15). (Last location was INACTIVE FILE on 9/8/2021)(May be acted upon Jan 2022)

Summary: Would establish the Water Conveyance Restoration Fund in the State Treasury to be administered by the Department of Water Resources in consultation with the State Water Resources Control Board and the Department of Fish and Wildlife. The bill would require all moneys deposited in the fund to be expended, upon appropriation by the Legislature, in support of subsidence repair costs, including environmental planning, permitting, design, and construction and necessary road and bridge upgrades required to accommodate capacity improvements. The bill would require the Director of Water Resources to apportion money appropriated from the fund, subject to specified requirements, for the Friant-Kern Canal, Delta-Mendota Canal, San Luis Field Division of the California Aqueduct, and San Joaquin Division of the California Aqueduct.

Position

SWC - Support

[SB 626](#) (Dodd D) Department of Water Resources: Procurement Methods.

Introduced: 2/18/2021

Last Amend: 6/21/2021

Status: 9/23/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 247, Statutes of 2021.

Summary: Current law authorizes the Department of Transportation, regional transportation agencies, and the San Diego Association of Governments to engage in a Construction Manager/General Contractor project delivery method (CM/GC method) for specified public work projects. This bill would, until January 1, 2033, authorize the Department of Water Resources to utilize the CM/GC method, as specified, for no more than 7 projects for elements of State Water Facilities, as defined. The bill would require the Department of Water Resources, on all projects delivered by the department, to use department employees or consultants under contract with the department to perform all project design and engineering services related to design, and construction inspection services, required for the CM/GC method consistent with specified existing law.

Position
SWC - Support

SB 786 (Becker D) Santa Clara Valley Water District.

Introduced: 2/19/2021

Last Amend: 5/11/2021

Status: 7/14/2021-Failed Deadline pursuant to Rule 61(a)(11). (Last location was L. GOV. on 5/28/2021)(May be acted upon Jan 2022)

Summary: The Santa Clara Valley Water District Act authorizes the Clara Valley Water District to levy ad valorem taxes or assessments in the district to pay the general administrative costs and expenses of the district, to carry out the act's objects or purposes, and to pay the costs and expenses of constructing or extending works within the district. The act additionally authorizes the district to levy taxes or assessments upon all property or all real property within a portion of the district for specified purposes. The act authorizes the district to issue bonds for specified purposes, and requires that the bonds be paid by revenue derived from those tax levies and assessments, except the ad valorem taxes or assessments. This bill would additionally authorize the district to use the revenues from the ad valorem taxes or assessments to pay for the bonds.

Position
SWC - Monitor

SB 821 (Committee on Natural Resources and Water) Sacramento-San Joaquin Delta: Delta Independent Science Board.

Introduced: 3/9/2021

Last Amend: 7/5/2021

Status: 10/7/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 650, Statutes of 2021.

Summary: Current law establishes the Delta Independent Science Board and sets forth the composition of the board, including requiring the board to consist of no more than 10 members appointed by the Delta Stewardship Council. Current law requires the board to provide oversight of the scientific research, monitoring, and assessment programs that support adaptive management of the Sacramento-San Joaquin Delta through periodic reviews of each of those programs, as specified. Current law requires the board to submit to the council a report on the results of each review, including recommendations for any changes in the programs reviewed by the board. This bill would require the council to contract for the services of the members of the board, as specified. The bill would exempt these contracts from specified provisions of law governing public contracting. The bill would require the council to establish procedures for contracting for the services that are subject to these contracts.

Position
SWC - Watch

Total Measures: 10
Total Tracking Forms: 10