

(1) COVID-19: SPECIAL BROWN ACT PROCEDURES

The Central Coast Water Authority has determined this meeting to be an essential public meeting and will be conducting the meeting pursuant to the provisions of the Governor's Executive Orders N-25-20, N-29-20 and N-35-20 and the corresponding Santa Barbara County Health Officer's order.

Since this is an evolving COVID-19 situation, the Central Coast Water Authority will provide updates to any changes to this policy as soon as possible. The Authority thanks you in advance for taking all precautions to prevent spreading the COVID-19 virus.

(2) OPTIONS FOR THE PUBLIC TO PARTICIPATE IN THE PUBLIC MEETING

Consistent with the Governor's Executive Orders, all meetings of the Central Coast Water Authority will be conducted remotely – via video call and telephonically – until further notice. You are strongly encouraged to listen to all Board meetings live via RING CENTRAL MEETING (a Zoom affiliate) and TELEPHONE, as described in the agenda which is located on CCWA's website and was distributed to CCWA's "Notice of Meeting Distribution List" in compliance with the Brown Act.

Board members, staff, and the public may participate remotely via computer using this URL:

<https://meetings.ringcentral.com/j/1486016620>

Or using this teleconference phone number and access code:

+1(623) 404-9000 Access Code: 148 601 6620 (press # after entering code)

When prompted, enter (speak) your full name.

You may provide the Board with public comment in the following manner:

If you wish to make either a general public comment or to comment on a specific agenda item as it is being heard, or if you wish to make a comment on a specific agenda item, please: "raise your hand" digitally, or telephonically.

1. If you are joining via Zoom video, simply select "participants" at the bottom of your screen and choose the "raise your hand" icon on the right. This will notify us that you wish to speak.

2. If you are joining via telephone dial-in, please dial *9 to raise your hand. All participants, with the exception of Board Members and certain staff, will remain muted.

Please note the Board Chair has the discretion to limit the speaker's time for any meeting or agenda matter. Typically, the practice has been 3 minutes per speaker on each item.



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

will be held at 9:00 a.m., on Thursday, June 25, 2020
via URL: <https://meetings.ringcentral.com/j/1486016620>
or via telephone by dialing 1(623) 404-9000 and entering code 1486016620#

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

I. Call to Order and Roll Call

II. Public Comment – (Any member of the public may address the Board relating to any matter within the Board’s jurisdiction. Individual Speakers may be limited to five minutes; all speakers to a total of fifteen minutes.)

III. Consent Calendar

- * A. Approve Minutes of the April 23, 2020 Regular Meeting
- * B. Approve Bills
- * C. Controller’s Report
- * D. Operations Report

IV. Executive Director’s Report

- A. CCWA Water Supply Situation Report
- B. CCWA COVID-19 Pandemic Response Update
- * C. Delta Conveyance Project Contract Amendment Update
- * D. CCWA Warren Act Contract for Transportation of State Water Into Lake Cachuma for the South Coast CCWA Project Participants
- * E. Water Management Strategies Request for Qualifications Update
- * F. Procurement of Chlorine Scrubber Equipment – Budget of \$288,750
- * G. Personnel Committee
 - 1. 2020 Review of Personnel Policy Manual
- H. Committee Meetings, Closed Sessions and Confidential Information Update

V. Closed Session:

- A. Conference with Legal Counsel – Existing Litigation (Government Code section 54956.9, subdivision (a)): 1 matter
State Water Contractors, et. al. v. State of California Department of Fish and Wildlife and State of California Department of Water Resources
- B. Public Employee Performance Evaluation - Government Code Section 54957
Title: Executive Director
- C. Conference with Labor Negotiator - Government Code Section 54957.6
Name of Negotiator: Jeffrey Dinkin
Unrepresented Employees: Executive Director, Deputy Director

VI. Open Session - Executive Director and Deputy Director Salary Adjustments

VII. Reports from Board Members for Information Only

VIII. Items for Next Regular Meeting Agenda

IX. Date of Next Regular Meeting: July 23, 2020

X. Adjournment

A handwritten signature in blue ink, appearing to be "JTS", is located in the bottom right corner of the page.

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

April 23, 2020

The Board meeting was conducted pursuant to California Government Code Section 54953 and Governor Newsom's Executive Order, N-29-20, 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 telephonically.

Ms. Lisa Watkins, 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 9:00 AM.

CCWA member agencies with voting privileges were represented by:

<u>Representative</u>	<u>Agency/City</u>	<u>Voting %</u>
Ed Andrisek	City of Buellton	2.21%
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%
Gina Rubalcaba	City of Guadalupe	1.15%
Etta Waterfield	City of Santa Maria	43.19%
Floyd Wicks	Montecito Water District	9.50%

Mr. Clay introduced himself and was welcomed as the new Board member representing Santa Ynez River Water Conservation District, ID #1.

The Board observed a moment of silence for Harlan Burchardi, who passed away on March 16, 2020. Director Burchardi served on the CCWA Board for over 23 years as the representative for Santa Ynez River Water Conservation District, ID #1, and members of the Board expressed their appreciation for his years of service and contributions to the Board, CCWA and the local communities.

II. Public Comment

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

III. Consent Calendar

- A. Approve Minutes of the January 23, 2020 Regular Meeting
- B. Approve Bills
- C. Controller's Report

D. Operations Report

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

IV. Executive Director's Report

A. Water Supply Situation Report

Ray Stokes, CCWA Executive Director, provided an update on the state of water supplies and recent precipitation and snow pack levels throughout California.

B. CCWA COVID-19 Pandemic Response

The Central Coast Water Authority (CCWA) activated its Pandemic Response Plan on Monday March 16, 2020. CCWA staff reviewed the measures being taken by CCWA, including coordination efforts with Santa Barbara County project participants and San Luis Obispo County staff.

C. Siemens Energy & Environmental Solution Proposal for Solar Power Installation at the Water Treatment Plant and 20 Year Power Purchase Agreement

John Brady, CCWA Deputy Director, reviewed the proposal from Siemens Energy & Environmental Solutions (Siemens) to construct an array of solar panels on the grounds of the Polonio Pass Water Treatment Plant (WTP) sufficient to meet all power needs of the WTP. In return, CCWA would enter into a 20 year term Power Purchase Agreement with a lower known rate. Mr. Brady reviewed the analysis used by CCWA staff, including the projected financial impacts through rates comparison, tariffs and other factors. Based on staff analysis, a benefit to CCWA is projected through savings in electrical charges as well as the use of renewable energy.

Additional assistance is being requested with negotiating the project acceptant criteria prior to drafting the Project Development Agreement. Therefore, staff is requesting funds to retain the services of HDR Engineering and Legal Counsel to develop the Project Development Agreement.

Members of the Board and public asked questions related to the proposal and made comments.

Upon a motion by Director Andrisek, seconded by Director Waterfield, and carried following a roll call vote, with Directors Andrisek, Borah, Clay, Friedman, Rubalcaba, Waterfield and Wicks in favor, Director Johnson not present and none opposed, the Board authorized the Executive Director to retain the services of HDR Engineering and Legal Counsel to assist CCWA staff in developing and negotiating the project acceptance criteria for the proposed Siemens Project, in the amounts of \$10,000 for Legal Counsel and \$10,000 for HDR Engineering.

D. Procurement of Bulk Water Treatment Chemicals

In May 2020, the existing bulk chemical contracts will expire, including the two optional contract extensions. Consequently, CCWA solicited competitive bids for Liquid Aluminum Sulfate, Chlorine, Sodium Hydroxide, Sodium Hypochlorite and Sodium Bisulfite.

Following receipt and review of the bids, staff estimates chemical costs will decrease by 18.8% compared to the previous contract prices.

Following discussion, upon a motion by Director Wicks, seconded by Director Borah and carried following a roll call vote, with Directors Andrisek, Borah, Clay, Friedman, Johnson, Rubalcaba, Waterfield and Wicks in favor and none opposed, the Board authorized the Executive Director to award the chemical contract to the following responsive low bidders:

- Chemtrade LLC for Liquid Aluminum Sulfate at a cost of \$321.48 per dry ton.
- JCI Jones Chemical for Liquid Chlorine at a cost of \$540.00 per ton.
- Univar USA Chemical for Sodium Hydroxide at a cost of \$503.00 per dry ton.
- Univar USA for Sodium Hypochlorite at a cost of \$3.085 per gallon.
- Univar USA for Sodium Bisulfite at a cost of \$904.00 per dry ton.

E. Delta Conveyance Project Contract Amendment Negotiations Update

The meeting notes from the March 18, 2020 and April 1, 2020 negotiating meetings between the State Water Project Contractors and the Department of Water Resources were included in the meeting materials. Mr. Stokes reviewed key elements of the Amendment as currently negotiated.

F. State Water Project Contract Assignment Update

A letter was included in the meeting materials that was sent to Gregg Hart, Chairman of the Santa Barbara County Flood Control and Water Conservation District requesting the District consider CCWA's request to assign the State Water Project from the District to CCWA.

Public comment was heard related to the matter from Nick DiCroce. Mr. DiCroce also provide documents that were forwarded to the Board via email.

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

G. Finance Committee

1. FY 2019/20 Third Quarter Investment Report

Lisa Long, CCWA Controller, stated as of March 31, 2020 the CCWA investment portfolio totaled \$34.2 million and had an effective rate of return of 1.78% on an average daily balance for the month of March 2020 of about \$34.4 million. The investments were comprised of the State of California Local Agency Investment Fund (LAIF), (\$25.6 million), Montecito Bank & Trust money market account (\$4.1 million) U.S. Treasury Notes

held in a Charles Schwab Brokerage Account (\$4.0 million_ and funds held by the CCWA revenue bond trustee for the April 1, 2020 bond interest payment (\$0.5 million).

All investments during the quarter complied with the CCWA investment policy provisions and current pro forma projections indicate that the Authority will have sufficient cash with which to operate for the next six months.

Upon a motion by Director Borah, seconded by Director Rubalcaba and carried, following a roll call vote, with Directors Andrisek, Borah, Clay, Friedman, Johnson, Rubalcaba, Springer and Wicks in favor and none opposed, the Board approved the Third Quarter FY 2019/20 Investment Report.

2. Annual Review of the CCWA Investment Policy

The CCWA investment policy is prepared in accordance with Government Code Section 53630-53686 which addresses investment of surplus funds by local government agencies. There have been no significant changes to this government code since the last review of the investment policy, so no amendment to the policy was recommended.

H. CCWA Financial Statement Independent Auditor Selection

CCWA was required to seek a new auditing firm for review of its Comprehensive Annual Financial Report due to section 12410.6(b) of the Government Code which requires change of a public agency's audit firm's at least every six years under certain conditions. CCWA has used the firm Nasif, Hicks, Harris & Co. LLP since 1998, and issued a Request for Proposal for Professional Auditing Services to five firms in January 2020. Three firms responded, and following staff's review of the responses, the firm of Glen Burdette Attest Corporation based in Santa Maria was determined to be the best for meeting CCWA's audit needs.

Following discussion, upon a motion by Director Johnson, seconded by Director Andrisek and carried following a roll call vote, with Directors Andrisek, Borah, Clay, Friedman, Johnson, Rubalcaba, Springer and Wicks in favor and none opposed, the Board authorized the Executive Director to engage Glen Burdette Attest Corporation to perform the Annual audit of the financial statements for Fiscal Years ending June 30, 2020, 2021, and 2022, with the option to extend for two additional years for the years ending June 30, 2023 and 2024.

I. CCWA Adoption of Final FY 2020/21 Budget

The preliminary FY 2020/21 Budget was provided to the CCWA Board via regular mail, and was also posted at the CCWA website for review. The proposed final FY 2020/21 Budget is \$71,090,383, or \$945,934 less than the preliminary budget, due primarily to a decrease of \$373,532 in chemical costs due to the results of the bulk chemical bid opening, and \$576,150 in DWR transportation Capital Fixed Costs related to anticipated credits to be provided by DWR.

Upon a motion by Director Andrisek, seconded by Director Wicks and carried following a roll call vote, with Directors Andrisek, Borah, Clay, Friedman, Johnson, Rubalcaba, Springer and Wicks in favor and none opposed, the Board Approved the Final FY 2020/21 Budget. Upon a motion by Director Borah, seconded by Director Rubalcaba and carried following a roll call vote, with Directors Andrisek, Borah, Clay, Friedman, Johnson, Rubalcaba, Springer and Wicks in favor and none opposed, the Board authorized CCWA staff to obtain bids for those projects included in the FY 202/21 Budget which require formal bids.

J. Revised Payment Schedule for FY 2020/21 DWR Fixed Costs

CCWA is proposing a revised payment schedule for the DWR Fixed costs for FY 2020/21 so that CCWA project participants have the option of paying their DWR fixed costs in two installments: (1) June 1, 2020 payment of all DWR fixed costs for the months of July to December 2020 and (2) December 1, 2020 payment of all DWR fixed costs for the months of January to June 2021. This proposal is requested due to the significant decreases in revenues anticipated by some CCWA project participants as a result of the COVID-19 pandemic restrictions.

Upon a motion by Director Borah, seconded by Director Andrisek and carried following a roll call vote, with Directors Andrisek, Borah, Clay, Friedman, Johnson, Rubalcaba, Springer and Wicks in favor and none opposed, the Board approved a special one-time revision to the payment schedule for the FY 2020/21 DWR fixed costs to allow a portion of the DWR fixed costs to be paid June 1, 2020 for those costs to be paid to DWR between July 2020 to December 2020 and the remaining portion to be paid on December 1, 2020 for those DWR fixed costs to be paid to DWR between January 2021 and June 2021.

K. FY 2018/19 Continuing Disclosure Annual Report for Ratification

The FY 2018/19 Continuing Disclosure Annual Report was submitted to the CCWA Revenue Bond Trustee prior to the due date of March 25, 2019, and is available online at ccwa.com.

Ms. Long presented an overview of the report, noting that all reporting participants met their required 1.25% coverage calculations.

Upon a motion by Director Johnson, seconded by Director Wicks and carried following a roll call vote, with Directors Andrisek, Borah, Clay, Friedman, Johnson, Rubalcaba, Springer and Wicks in favor and none opposed, the CCWA Board of Directors approved ratification of the CCWA FY 2018/19 Continuing Disclosure Annual Report.

V. Reports from Board Members for Information Only

There were no reports from Board members.

VI. Items for Next Regular Meeting Agenda

Mr. Stokes stated that the meeting may be cancelled, however; the Delta Conveyance Negotiations will potentially require discussion before June.

VII. Date of Next Regular Meeting: May 28, 2020

VIII. Adjournment

The meeting was adjourned at 11:24 AM.

Respectfully submitted,

Elizabeth Watkins
Secretary to the Board



CENTRAL COAST WATER AUTHORITY

Agenda Item III.B.
Board of Directors
June 25, 2020

Normal and Recurring Costs

Bills for Ratification - April and May 2020

VENDOR	INVOICE AMOUNT	DESCRIPTION
GENERAL & ADMINISTRATIVE EXPENSES		
Bank of America Business Card	75.00	Certification Renewal
Bank of America Business Card	130.00	Pesticide Membership and Training
Bank of America Business Card	196.55	State Water Contractors - Travel and meetings
Bank of America Business Card	260.00	ISA Membership (2 Employees)
Bank of America Business Card	578.24	Cla Val Training (2 Employees)
Bank of America Business Card	693.95	Publications, subscriptions, postage
Bank of America Business Card	744.82	Control Systems Technician Training (2 Employees)
Cardmember Service	919.95	State Water Contractors - Travel and meetings
Federal Express	159.87	Express shipping
Governmentjobs.com	3,778.32	NEOGOV Subscription
Kieding, Eric	475.00	Reimbursable expenses - Certification Renewal
Ladd, Brandon	180.00	Reimbursable expenses - Certification Renewal
Petersen, Tom	105.00	Reimbursable expenses - Certification Renewal
Quadient Finance USA, Inc.	400.00	Postage - postage machine
Ultrax Business Products	5.00	Printing Expenses
United Parcel Service	115.80	Shipping expenses
US Bank	17.00	Staff Meeting
US Bank	50.00	CSMFO Membership Renewal
US Bank	578.24	Cla Val Training (2 Employees)
Valley Oaks Printing	198.44	Budget Covers and Tab Dividers
	\$ 9,661.18	Total General & Administrative
MONITORING EXPENSES		
AmeriPride Services, Inc.	563.40	Lab supplies
BIOVIR Laboratories	360.12	Water Analysis Tests
Culligan Industries Water Systems	170.00	Carbon Tank Rentals, Tri-Bed Tank Rentals
Eurofins Eaton Analytical	230.00	Lab testing
Hach Company	2,365.92	Lab supplies
IDEXX Distribution Corp.	4,560.33	Lab supplies
VWR International	1,821.38	Lab supplies
	\$ 10,071.15	Total Monitoring Expenses
OFFICE EXPENSES		
AND Design Agency	32.19	Employee ID Cards
Bank of America Business Card	411.63	Office and kitchen supplies
Cardmember Services	140.06	Office, janitorial & kitchen supplies
Office Depot	283.56	Office, janitorial & kitchen supplies
Quill Corporation	111.98	Office & kitchen supplies
Solvang Bakery	25.95	Board and Committee meeting pastries
Staples Inc.	171.56	Office, janitorial & kitchen supplies
Ultrax Business Products	376.05	Office supplies
US Bank	95.79	Office Supplies
Valley Oaks Printing	48.49	Business cards/Envelopes
	\$ 1,697.26	Total Office Expenses
OTHER EXPENSES		
Airgas USA, LLC	174.69	Equipment Rental
Bank of America Business Card	276.16	Computer miscellaneous expenses
Bank of America Business Card	489.61	Risk and Resiliency Study
Bank of America Business Card	2,763.04	Safety Equipment



CENTRAL COAST WATER AUTHORITY

Normal and Recurring Costs

Bills for Ratification - April and May 2020

VENDOR	INVOICE AMOUNT	DESCRIPTION
Brownstein Hyatt Farber	2,427.50	Legal Services: SWPP - Mojave
Brownstein Hyatt Farber	10,165.00	Legal Services: Solar Panel System
Brownstein Hyatt Farber	33,316.50	Legal Services: Reacquisition of Relinquished Entitlement
Cal Coast Machinery, Inc.	2,580.62	Equipment Rental - Mow Right of Way
Cal Coast Machinery, Inc.	2,675.52	Safety Equipment
Cartograph Systems LLC	4,750.00	SEMS Software and Subscription
Comcast	389.56	Internet Service
CompuVision	137.50	Gemalto Mobilpass Tokens
CompuVision	3,260.08	Annual AntiVirus Software
CompuVision	9,280.00	Datto Cloud Backup
CompuVision	9,692.50	Managed Service Agreement
Dargatz, Darin	60.00	DSL reimbursement
De Lage Landen Financial Services	982.94	Copier Lease - BAO and WTP
Environmental Science Association	15,073.55	Reacquisition of Relinquished Entitlement
Environmental Systems Research	800.00	Geographical Information Systems
Gonzalez, Cynthia	60.00	DSL reimbursement
HDR Engineering, Inc.	1,583.75	Risk and Resiliency Study
Impulse Internet Services	4,194.00	T-1 System and Internet Service (Buellton and Shandon)
Marborg Industries	782.45	Tank 5/Tank 7/Tank 2/ EDV Rental
Praxair Company	74.44	Gas tank
Quadient Leasing USA, Inc.	442.65	Postage Machine Lease
Taft Electric Company	16,134.00	Motor Control Center (MCC) Breaker Testing
Watkins, Lisa	70.00	DSL reimbursement
Wilson Creek Communications	465.00	Internet Service
	\$ 123,101.06	Total Other Expenses
OTHER MISCELLANEOUS EXPENSES		
Comb-Warren Act Trust Fund	8,815.00	Trust Fund Quarterly payment
Department of Water Resources	3,503,993.24	Variable OMP&R, Delta Water & Transport Charge
	\$ 3,512,808.24	Total Other Miscellaneous Expenses
PERSONNEL EXPENSES		
ACWA/JPIA	17,435.66	Workman's Compensation Insurance
Aschle, Jason	150.00	Reimbursable expenses - Employee Physical
CalPERS Health	61,093.90	Health Insurance
CalPERS Retirement	87,811.91	Pension Contributions
CCWA Payroll Wages/Taxes	553,005.37	Gross Payroll Wages/Taxes
Dental/Vision Payments	2,311.05	Dental/Vision Benefits
Medworks Medical Center, Inc.	180.00	Pre Employment Physical
MetLife SBC Insurance	2,034.20	Life Insurance
Other Misc Employee Benefits	22,867.65	Vehicle, Uniform and Cafeteria Plan Benefits
Ladd, Brandon	249.50	Reimbursable expense - Education
Standard Insurance Company	2,574.94	Disability Insurance
	\$ 749,714.18	Total Personnel Expenses
PROFESSIONAL SERVICES		
B&T Service Station Contractor	1,857.00	Sump Sensor Service
Brownstein Hyatt Farber	190.00	Legal Services-Relations with DWR
Brownstein Hyatt Farber	522.50	Legal Services-State Water Contract
Brownstein Hyatt Farber	997.50	Legal Services-Relations State Water Contractors
Brownstein Hyatt Farber	1,520.00	Legal Services-Bidding Requirements/Construction Contra
Brownstein Hyatt Farber	2,565.00	Legal Services-Increase Delivery VAFB



CENTRAL COAST WATER AUTHORITY

Normal and Recurring Costs

Bills for Ratification - April and May 2020

VENDOR	INVOICE AMOUNT	DESCRIPTION
Brownstein Hyatt Farber	3,705.00	Legal Services-Water Transfer General
Brownstein Hyatt Farber	3,895.00	Legal Services - Delta Conveyance
Brownstein Hyatt Farber	4,208.50	Legal Services- Relations USBR&COMB
Brownstein Hyatt Farber	8,550.00	Legal Services-DWR/SBCFCWCD Contract
Brownstein Hyatt Farber	22,263.25	Legal Services-Relations with SBCFC&WCD
Brownstein Hyatt Farber	37,774.14	Legal Services-General Meetings
Cardno, Inc.	819.00	Environmental Consulting
Ernst & Young LLP	32,434.00	Accounting Services
HDR Engineering Inc	10,222.97	Engineering Services
PAPE Material Handling Inc	761.91	Forklift Service
Safety Kleen Systems, Inc	338.61	Washer Parts/Service
Samba Holdings, Inc.	132.00	DMV driver reports
State Water Resources Control	4,310.00	Environmental Lab Accreditation Fees
Stradling Yocca Carlson Rauth	5,961.00	Legal - Employee Matters
Underground Service Alert	49.70	New USA tickets
	\$ 143,077.08	Total Professional Services
CIP PROJECTS - MATERIALS & OVERHEAD		
CompuVision	12,167.60	Microsoft Exchange 2019
CompuVision	15,243.54	Microsoft Server 2019 - Data Center Upgrade
HDR Engineering Inc	6,402.69	SYPP Electrical Upgrade (Switchboard)
Taft Electric Company	24,718.00	WTP Electrical Upgrades
	\$ 58,531.83	Total CIP Project - Materials and Overhead
REPAIRS & MAINTENANCE		
ABP International, Inc	2,724.86	Equipment repairs and maintenance
Airgas USA, LLC	102.17	Equipment repairs and maintenance
AmeriPride Services, Inc.	956.68	Building maintenance supplies
B&T Service Station Contractor	442.68	Parts, repair and maintenance
Bank of America Business Card	614.15	Building maintenance supplies
Bank of America Business Card	1,912.89	Equipment repairs and maintenance
Bazzell, David	22.07	Equipment repairs and maintenance
Big Brand Tire & Service	48.52	Vehicle maintenance
Brezden Pest Control, Inc	155.00	Pump repair
Cal Coast Irrigation, Inc.	54.44	Parts, repair and maintenance
Cal Coast Machinery, Inc.	776.50	Parts, repair and maintenance
City of Buellton	193.78	Landscape maintenance - water
Coverall North America, Inc	1,958.00	Janitorial service - BAO/SYPS
Craneveyor Corporation	960.10	Equipment repairs and maintenance
D&H Water Systems Inc.	10,084.23	Equipment repairs and maintenance
Farwest Corrosion Control	1,170.82	Parts, repair and maintenance
Ferguson Enterprise, Inc.	779.03	Equipment repairs and maintenance
GFG Instrumentation Inc.	735.24	Equipment repairs and maintenance
Grainger Inc.	1,872.89	Parts, repair and maintenance
Harrington Industrial Plastics	209.74	Parts, repair and maintenance
Harrison Hardware	56.58	Parts, repair and maintenance
Home Depot	67.32	Parts, repair and maintenance
Jan's Gardening Service	1,125.00	Landscape maintenance - BAO/SYPS
Office Depot	79.41	Janitorial supplies
OHD, LLP	960.00	Equipment repairs and maintenance



CENTRAL COAST WATER AUTHORITY

Normal and Recurring Costs

Bills for Ratification - April and May 2020

VENDOR	INVOICE AMOUNT	DESCRIPTION
OVIVO USA, LLC	2,864.29	Equipment repairs and maintenance
Paso Robles Chevrolet	273.87	Vehicles repairs and maintenance
Procure Janitorial Supply	120.54	Janitorial supplies - WTP
Progressive Greenery	660.00	Landscape maintenance - WTP
PRW Steel Supply, Inc.	599.22	Equipment repairs and maintenance
Quinn Company	400.00	Equipment repairs and maintenance
Rio Vista Chevrolet	1,256.27	Vehicle maintenance
Staples	290.62	Janitorial Supplies
Steve's Wheel & Tire	25.16	Equipment repairs and maintenance
Ultrex Business Products	300.35	Copier maintenance
United Rentals North America, Inc.	183.63	Equipment repairs and maintenance
United Staffing Associates	430.45	Janitorial Service - WTP
US Bank	305.07	Equipment repairs and maintenance
Western Exterminator Co	523.00	Pest control spraying - BAO and SYPS
Winema Industrial & Safety Supply	3,015.50	Parts, repair and maintenance
	\$ 39,307.49	Total Repairs & Maintenance

SUPPLIES & EQUIPMENT

AmeriPride Services, Inc.	1,850.66	Uniform expenses
Bank of America Business Card	61.35	Landscape materials
Bank of America Business Card	218.03	Minor tools
Bank of America Business Card	1,446.67	Safety supplies
Biosurface Technologies Corp	1,765.80	Equipment supplies
Carquest Auto Parts	152.51	Equipment & maintenance supplies
Chemtrade Chemicals US, LLC	19,778.81	Chemicals - WTP
Eagle Energy	2,065.84	Equipment service
Farwest Corrosion Control	190.19	Maintenance supplies and hardware
Grainger Inc.	584.89	Minor tools, equipment & maintenance supplies, safety supplies
Harrison Hardware	23.68	Maintenance supplies and hardware
Hill Brothers Chemical Company	4,406.60	Chemicals - WTP
Home Depot	67.28	Minor tools, equipment & maintenance supplies
Integrated Industrial Supply Inc	510.77	Safety supplies
JCI Jones Chemical	44,514.74	Chemicals - WTP
Lowe's	50.20	Maintenance supplies and hardware
Praxair Distribution Inc.	284.93	Equipment maintenance
Staples Credit Plan	8.49	Maintenance Supplies
Univar Solutions USA, Inc.	3,009.18	Chemicals - WTP
US Bank	64.68	Safety supplies
WEX Bank - Wright Express	8,864.92	Fuel - Autos
	\$ 89,920.22	Total Supplies & Equipment

UTILITIES

Bank of America Business Card	55.82	Telephone conference charge
Bank of America Business Card	75.75	Cell Phone accessories
City of Buellton	362.74	Water - BAO
Delta Liquid Energy	1,043.91	Propane gas
First Choice Technology	26.60	Phone - Long distance carrier, 800#
Frontier	579.32	Telephone charges
Health Sanitation Services	498.24	Waste Disposal - SYPS
Marborg Industries	854.40	Waste Disposal - BAO
Pacific Gas & Electric	73,102.82	Utilities - BAO/SYPS/WTP



CENTRAL COAST WATER AUTHORITY

Normal and Recurring Costs

Bills for Ratification - April and May 2020

VENDOR	INVOICE AMOUNT	DESCRIPTION
RingCentral Inc.	22.28	Additional Phone Lines
San Miguel Garbage Company	450.04	Waste Disposal - WTP
Santa Ynez River Water Conservation	525.83	Water - SYPS
Stokes, Ray	64.64	Reimbursable Expenses - Cell Phone charges
Surfnet Communications, Inc.	150.00	Wireless Internet - Chorro
The Gas Company	150.00	Natural Gas - BAO
Verizon Wireless	107.83	New cell phones (3 employees)
Verizon Wireless	373.72	Distribution iPad
Verizon Wireless	1,388.76	Cell phone charges
	\$ 79,832.70	Total Utilities
<hr/>		
Subtotal - Bills for Ratification	\$4,817,722.39	



CENTRAL COAST WATER AUTHORITY

Bills for Approval

VENDOR		INVOICE AMOUNT	DESCRIPTION
State of California DWR	\$	1,732,634.00	Capital Cost and Minimum OMP&R Charges -Jun'20
Subtotal - Bills for Approval	\$	1,732,634.00	
Total Ratification and Approval Bills	\$	<u>6,550,356.39</u>	



Statements of Net Position

ASSETS

	<u>May 31, 2020</u>	<u>April 30, 2020</u>
<u>Current Assets</u>		
Cash and investments	\$ 12,371,691	\$ 6,753,486
Accounts Receivable (Note 1)	15,500	15,500
Accrued interest receivable	356,670	324,102
Other assets	1,537,985	1,553,274
Total Current Assets	<u>14,281,846</u>	<u>8,646,362</u>
<u>Restricted Assets</u>		
Cash and investments with fiscal agents	492,039	492,039
<u>Investment Accounts</u>		
Operations and Maintenance Reserve Fund (Note 2)	2,133,028	2,143,173
DWR Reserve Fund (Note 3)	1,576,521	1,576,414
Rate Coverage Reserve Fund (Note 4)	9,466,856	9,485,863
Debt Service Payments (Note 5)	8,132,691	628,996
Department of Water Resources (Note 6a)	25,427,064	12,120,028
Credits Payable (Note 7)	390,115	802,302
Escrow Deposits (Note 8)	525,330	525,291
Total Restricted Assets	<u>48,143,645</u>	<u>27,774,107</u>
<u>Property, Plant and Equipment</u>		
Construction in progress (Note 9)	1,815,462	1,770,027
Fixed assets (net of accumulated depreciation)	89,994,644	90,187,882
Total Property, Plant and Equipment	<u>91,810,106</u>	<u>91,957,909</u>
<u>Other Assets</u>		
Unamortized bond issuance costs (Note 10)	247,751	274,698
Long term receivable (Note 11)	1,366,067	2,480,119
Total Other Assets	<u>1,613,818</u>	<u>2,754,817</u>
Total Assets	<u>\$ 155,849,414</u>	<u>\$ 131,133,195</u>

Central Coast Water Authority



Statements of Net Position

LIABILITIES AND FUND EQUITY

	<u>May 31, 2020</u>	<u>April 30, 2020</u>
<u>Current Liabilities</u>		
Accounts Payable	\$ 99,179	\$ 179,068
DWR and Warren Act Charge Deposits (Note 6a)	25,427,066	12,120,030
CCWA Variable Charge Deposits (Note 6b)	14,327	14,327
Accrued interest payable	657,001	574,876
Other liabilities	832,136	842,483
Rate Coverage Reserve Fund	1,576,521	1,576,414
DWR Reserve Fund	9,282,145	9,282,145
Unearned Revenue	13,601,126	814,906
Credits Payable to Project Participants	946,789	1,387,413
Total Current Liabilities	<u>52,436,291</u>	<u>26,791,664</u>
<u>Non-Current Liabilities</u>		
Bonds payable (Note 12)	19,710,000	19,710,000
Bond Original Issue Premium, net	664,168	736,407
OPEB Liability	818,000	818,000
Escrow Deposits	525,330	525,291
Net Pension Liability	3,494,467	3,494,467
Total Non-Current Liabilities	<u>25,211,965</u>	<u>25,284,165</u>
<u>Commitments and Uncertainties</u>		
<u>Net Assets</u>		
Contributed capital, net (Note 13)	22,562,433	22,562,433
Retained earnings	55,638,725	56,494,933
Total Net Assets	<u>78,201,158</u>	<u>79,057,367</u>
 Total Liabilities and Net Assets	 <u>\$ 155,849,414</u>	 <u>\$ 131,133,195</u>



Statements of Revenues, Expenses and Changes in Net Position

	May 31, 2020	April 30, 2020
<u>Operating Revenues</u>		
Operating reimbursements from project participants	\$ 21,835,812	\$ 21,835,812
Other revenues	91,073	91,073
Total Operating Revenues	21,926,885	21,926,885
<u>Operating Expenses</u>		
Personnel expenses	4,400,451	3,923,962
Office expenses	14,990	14,175
General and administrative	179,398	167,160
Professional services	377,247	367,250
Supplies and equipment	710,775	677,773
Monitoring expenses	75,886	71,909
Repairs and maintenance	217,609	190,243
Utilities	302,025	250,230
Depreciation and amortization	1,490,785	1,356,070
Other expenses	906,872	850,082
Total Operating Expenses	8,676,038	7,868,855
Operating Income	13,250,847	14,058,030
<u>Non-Operating Revenues</u>		
Investment income	1,226,539	1,190,036
Total Non-Operating Revenues	1,226,539	1,190,036
<u>Non-Operating Expenses</u>		
Interest	1,017,875	935,750
Current year credits payable	795,674	792,270
Total Non-Operating Expenses	1,813,549	1,728,020
Net Income	12,663,837	13,520,046
<u>Retained Earnings</u>		
Retained earnings at beginning of period	42,974,887	42,974,887
Retained earnings at end of period	\$ 55,638,725	\$ 56,494,933

Central Coast Water Authority
Notes to Financial Statements
 May 31, 2020

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.

Project Participant	Amount
City of Guadalupe	\$ 28,503
City of Santa Maria	839,552
Golden State Water Company	25,912
Vandenberg AFB	396,696
City of Buellton	29,954
Santa Ynez ID #1 (Solvang)	77,736
Santa Ynez ID #1	26,236
Goleta Water District	231,249
Morehart Land Co.	10,365
La Cumbre Mutual Water Company	51,818
Raytheon Systems Company	2,591
City of Santa Barbara	155,473
Montecito Water District	154,166
Carpinteria Valley Water District	102,777
TOTAL:	<u>\$ 2,133,028</u>

Central Coast Water Authority
Notes to Financial Statements
 May 31, 2020

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 Participant's.

Project Participant	Amount
City of Guadalupe	24,075
City of Santa Maria	938,377
Golden State Water Company	37,426
City of Buellton	\$ 45,390
Santa Ynez ID #1 (Solvang)	124,361
Santa Ynez ID #1	130,102
Morehart Land Co.	18,951
La Cumbre Mutual Water Company	68,988
Raytheon Systems Co.	4,935
City of Santa Barbara	183,915
TOTAL:	\$ 1,576,521

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	\$ 195,822
City of Santa Maria	5,127,523
City of Buellton	281,800
Santa Ynez ID #1 (Solvang)	627,316
Santa Ynez ID #1	472,578
La Cumbre Mutual Water Company	410,432
Montecito Water District	1,482,567
Carpinteria Valley Water District	853,230
Shandon	15,590
TOTAL:	\$ 9,466,856

Central Coast Water Authority
Notes to Financial Statements
 May 31, 2020

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	\$ 12,493
California Men's Colony	109,270
County of SLO	116,401
Cuesta College	54,639
Morro Bay	705,044
Oceano	91,339
Pismo Beach	150,960
Shandon	12,369
Guadalupe	155,462
Buellton	275,438
Santa Ynez (Solvang)	48,487
Santa Ynez	18,209
Goleta	2,663,180
Morehart Land	14,045
La Cumbre	585,503
Raytheon	1,533
Santa Barbara	93,945
Montecito	1,924,266
Carpinteria	1,100,107
TOTAL:	\$ 8,132,691

Central Coast Water Authority
Notes to Financial Statements
 May 31, 2020

Note 6a: Cash and Investments Payment to DWR and Warren Act and Trust Fund Charges

Cash deposits for payments to DWR and Warren Act and Trust Fund payments.

Project Participant	Amount
City of Guadalupe	\$ 396,070
City of Santa Maria	11,156,051
Golden State Water Company	383,813
Vandenberg AFB	2,329,102
City of Buellton	421,911
Santa Ynez ID #1 (Solvang)	200,897
Santa Ynez ID #1	358,655
Goleta Water District	3,711,405
Morehart Land Co.	26,838
La Cumbre Mutual Water Company	742,050
Raytheon Systems Co.	8,308
City of Santa Barbara	1,335,812
Montecito Water District	2,749,312
Carpinteria Valley Water District	1,606,839
TOTAL:	<u>\$ 25,427,064</u>

Note 6b: Cash Payments for CCWA Variable Charges

Cash deposits for payments to CCWA for Variable Assessments.

Project Participant	Amount
City of Guadalupe	\$ -
City of Santa Maria	-
Golden State Water Company	-
Vandenberg AFB	-
City of Buellton	-
Santa Ynez ID #1 (Solvang)	-
Santa Ynez ID #1	9,546
Goleta Water District	-
Morehart Land Co.	284
La Cumbre Mutual Water Company	-
Raytheon Systems Co.	4,497
City of Santa Barbara	-
Montecito Water District	-
Carpinteria Valley Water District	-
Shandon	-
Lopez Turnout	-
Chorro Turnout	-
TOTAL:	<u>\$ 14,327</u>

Central Coast Water Authority
Notes to Financial Statements
 May 31, 2020

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	\$ 0
City of Santa Maria	(26)
Golden State Water Company	(0)
Vandenberg AFB	410,975
City of Buellton	(2)
Santa Ynez ID #1 (Solvang)	(5)
Santa Ynez ID #1	(20,304)
Goleta Water District	476
Morehart Land Co.	(0)
La Cumbre Mutual Water Company	(1)
Raytheon Systems Co.	(0)
City of Santa Barbara	(1)
Montecito Water District	350
Carpinteria Valley Water District	211
Shandon	(1,784)
Lopez Turnout	120
Chorro Turnout	107
TOTAL:	\$ 390,115

Note 8: Escrow Deposits

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

Project Participant	Amount
Morehart Land Company	\$ 414,739
Raytheon Systems Company	110,591
TOTAL:	\$ 525,330

Note 9: Construction in Progress

Amounts in construction in progress represent expenditures incurred during FY 2018/19 and amounts retained in construction in progress at June 30, 2018. The following schedule shows the CIP expenditures for CCWA projects.

Financial Reach	Amount
Labor	\$ 158,707
Materials	795,711
Overhead	861,044
Project CIP Total:	\$ 1,815,462

Central Coast Water Authority
Notes to Financial Statements
 May 31, 2020

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: Long-Term Receivable

The long-term receivable represents CCWA revenue bond expenditures for project participant local facilities which are owned by the individual project participants. The costs associated with the construction of these local facilities are financed with proceeds from the CCWA revenue bonds. Project participant revenue bond principal payments are proportionally divided between the long-term receivable and the CCWA owned facilities over the term of the bond issue.

Financing Participant	Long-Term Receivable
Avila Beach	\$ 2,905
California Men's Colony	64,873
County of SLO	69,185
Cuesta College	32,439
Morro Bay	496,260
Oceano	19,787
Pismo Beach	32,669
Shandon	2,387
Guadalupe	84,373
Buellton	13,733
Santa Ynez (Solvang)	71,523
Santa Ynez	31,694
Goleta	208,558
Morehart Land	1,820
La Cumbre	4,801
Raytheon	2,475
Santa Barbara	88,896
Montecito	72,432
Carpinteria	65,259
TOTAL:	\$ 1,366,067

Note 12: Bonds Payable

Bonds payable represents outstanding Series 2016-A revenue bonds outstanding. The next Series 2016-A principal payment is due on October 1, 2020 in the amount of \$9,615,000.

Central Coast Water Authority
Notes to Financial Statements
May 31, 2020

Note 13: 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>



Budget and Actual All Reaches

	May 31, 2020		
	<u>Budget</u>	<u>Actual</u>	<u>Percent Expended ⁽¹⁾</u>
<u>Operating Revenues</u>			
Fixed operating assessments ⁽²⁾	\$ 10,029,748	10,029,748	100.00%
Variable operating assessments	3,259,787	2,648,400	81.24%
Other revenues	-	-	N/A
Non-annual recurring revenues	-	-	N/A
Total Operating Revenues	<u>13,289,535</u>	<u>12,678,148</u>	<u>95.40%</u>
<u>Operating Expenses ⁽²⁾</u>			
Personnel expenses	5,201,852	4,400,451	84.59%
Office expenses	20,500	14,990	73.12%
General and administrative	309,710	179,398	57.92%
Professional services	432,843	377,247	87.16%
Supplies and equipment	2,297,803	710,775	30.93%
Monitoring expenses	105,604	75,886	71.86%
Repairs and maintenance	285,620	217,609	76.19%
Utilities	1,331,312	302,025	22.69%
Depreciation and amortization	-	-	N/A
Other expenses	1,547,670	906,872	58.60%
Total Operating Expenses	<u>11,532,913</u>	<u>7,185,253</u>	<u>62.30%</u>
Operating Income	<u>1,756,622</u>	<u>5,492,895</u>	
<u>Non-Operating Revenues</u>			
Interest income	-	-	
Total Non-Operating Revenues	<u>-</u>	<u>-</u>	
<u>Non-Operating Expenses</u>			
Total Non-Operating Expenses	<u>-</u>	<u>-</u>	
Net Income (Loss)	<u>\$ 1,756,622</u>	<u>5,492,895</u>	

(1) Percent of year expended: 91%

(2) Includes revenues and expenses for Turnouts and adjusted for carryover revenues from FY 2018/19 to FY 2019/20



Budget and Actual Administration

	May 31, 2020		Percent Expended ⁽¹⁾
	Budget	Actual	
Operating Revenues			
Fixed operating assessments ⁽²⁾	\$ 1,868,217	\$ 1,868,217	100.00%
Variable operating assessments	-	-	N/A
Other revenues	-	-	N/A
Non-annual recurring revenues	-	-	N/A
Total Operating Revenues	1,868,217	1,868,217	100.00%
Operating Expenses ⁽²⁾			
Personnel expenses	991,469	876,823	88.44%
Office expenses	10,500	8,896	84.73%
General and administrative	202,460	134,685	66.52%
Professional services	254,171	274,474	107.99%
Supplies and equipment	-	500	N/A
Monitoring expenses	-	-	N/A
Repairs and maintenance	29,935	20,743	69.29%
Utilities	15,203	13,411	88.21%
Depreciation and amortization	-	-	N/A
Other expenses	252,898	449,853	177.88%
Total Operating Expenses	1,756,637	1,779,386	101.30%
Operating Income	111,580	88,831	
Non-Operating Revenues			
Investment Income	-	-	
Total Non-Operating Revenues	-	-	
Non-Operating Expenses			
Current Year credits payable	-	-	
Total Non-Operating Expenses	-	-	
Net Income (Loss)	\$ 111,580	88,831	

(1) Percent of year expended: 91%

(2) Includes revenues and expenses for Turnouts and adjusted for carryover revenues from FY 2018/19 to FY 2019/20



Budget and Actual Water Treatment Plant

	May 31, 2020		Percent Expended ⁽¹⁾
	Budget	Actual	
<u>Operating Revenues</u>			
Fixed operating assessments ⁽²⁾	\$ 4,498,633	4,498,633	100.00%
Variable operating assessments	2,198,977	1,805,810	82.12%
Other revenues	-	-	N/A
Non-annual recurring revenues	-	-	N/A
Total Operating Revenues	6,697,610	6,304,443	94.13%
<u>Operating Expenses</u> ⁽²⁾			
Personnel expenses	2,477,227	2,046,837	82.63%
Office expenses	6,000	4,105	68.42%
General and administrative	73,000	30,135	41.28%
Professional services	75,239	60,707	80.69%
Supplies and equipment	2,194,892	638,876	29.11%
Monitoring expenses	105,604	75,886	71.86%
Repairs and maintenance	166,485	129,258	77.64%
Utilities	188,801	155,607	82.42%
Depreciation and amortization	-	-	N/A
Other expenses	525,576	214,362	40.79%
Total Operating Expenses	5,812,823	3,355,773	57.73%
Operating Income	884,787	2,948,670	
<u>Non-Operating Revenues</u>			
Interest income	-	-	
Total Non-Operating Revenues	-	-	
<u>Non-Operating Expenses</u>			
Interest	-	-	
Total Non-Operating Expenses	-	-	
Net Income (Loss)	\$ 884,787	2,948,670	

(1) Percent of year expended: 91%

(2) Includes revenues and expenses for Turnouts and adjusted for carryover revenues from FY 2018/19 to FY 2019/20

Central Coast Water Authority
Polonio Pass Water Treatment Plant
Fixed and Variable Cost per Acre-Foot
 May 31, 2020

	July 2019	Aug. 2019	Sept. 2019	Oct. 2019	Nov. 2019	Dec. 2019	Jan. 2020	Feb. 2020	Mar. 2020	April 2020	May 2020	Total for Year
WTP Fixed O&M Costs												
Fixed O&M Expenses	\$ 334,149	\$ 213,877	\$ 219,798	\$ 245,736	\$ 304,255	\$ 240,004	\$ 217,970	\$ 208,757	\$ 204,503	\$ 216,384	\$ 296,125	\$ 2,701,557
Annual Table A Amount ⁽¹⁾	43,908	43,908	43,908	43,908	43,908	43,908	43,908	43,908	43,908	43,908	43,908	43,908
Fixed WTP Cost per AF	\$ 7.61	\$ 4.87	\$ 5.01	\$ 5.60	\$ 6.93	\$ 5.47	\$ 4.96	\$ 4.75	\$ 4.66	\$ 4.93	\$ 6.74	\$ 61.53
WTP Variable O&M Costs												
Variable O&M Expenses	\$ 77,325	\$ 98,037	\$ 95,697	\$ 82,191	\$ 33,343	\$ 39,594	\$ 45,415	\$ 54,803	\$ 46,338	\$ 51,240	\$ 30,231	\$ 654,215
Actual Water Treated	2,486	2,463	2,250	2,255	635	1,178	992	1,043	1,118	1,025	1,439	16,884
Variable WTP Cost per AF	\$ 31.10	\$ 39.80	\$ 42.53	\$ 36.45	\$ 52.51	\$ 33.61	\$ 45.78	\$ 52.54	\$ 41.45	\$ 49.99	\$ 21.01	\$ 38.75

(1) Includes Santa Barbara County and San Luis Obispo County Table A amounts and excludes Goleta 2,500 AF drought buffer and Santa Barbara County 3,908 AF drought buffer.



Budget and Actual Mission Hills II

	May 31, 2020		
	Budget	Actual	Percent Expended ⁽¹⁾
<u>Operating Revenues</u>			
Fixed operating assessments ⁽²⁾	\$ 366,691	366,691	100.00%
Variable operating assessments	-	-	N/A
Other revenues	-	-	N/A
Total Operating Revenues	366,691	366,691	100.00%
<u>Operating Expenses</u> ⁽²⁾			
Personnel expenses	222,268	192,739	86.71%
Office expenses	513	255	49.70%
General and administrative	4,392	1,869	42.55%
Professional services	13,265	6,686	50.41%
Supplies and equipment	13,198	9,000	68.20%
Monitoring expenses	-	-	N/A
Repairs and maintenance	11,439	7,787	68.08%
Utilities	8,528	2,829	33.17%
Depreciation and amortization	-	-	N/A
Other expenses	25,815	45,262	175.33%
Total Operating Expenses	299,417	266,428	88.98%
Operating Income	67,273	100,263	
<u>Non-Operating Revenues</u>			
Interest income	-	-	
Total Non-Operating Revenues	-	-	
<u>Non-Operating Expenses</u>			
Interest	-	-	
Total Non-Operating Expenses	-	-	
Net Income (Loss)	\$ 67,273	100,263	

(1) Percent of year expended: 91%

(2) Includes revenues and expenses for Turnouts and adjusted for carryover revenues from FY 2018/19 to FY 2019/20



Budget and Actual Santa Ynez I

	May 31, 2020		
	Budget	Actual	Percent Expended ⁽¹⁾
Operating Revenues			
Fixed operating assessments ⁽²⁾	\$ 635,277	635,277	100.00%
Variable operating assessments	-	-	N/A
Other revenues	-	-	N/A
Total Operating Revenues	635,277	635,277	100.00%
Operating Expenses ⁽²⁾			
Personnel expenses	312,860	283,162	90.51%
Office expenses	722	359	49.71%
General and administrative	6,183	2,631	42.56%
Professional services	18,671	8,150	43.65%
Supplies and equipment	18,577	12,846	69.15%
Monitoring expenses	-	-	N/A
Repairs and maintenance	16,102	6,200	38.51%
Utilities	12,004	6,576	54.79%
Depreciation and amortization	-	-	N/A
Other expenses	76,026	19,745	25.97%
Total Operating Expenses	461,145	339,671	73.66%
Operating Income	174,132	295,606	
Non-Operating Revenues			
Interest income	-	-	
Total Non-Operating Revenues	-	-	
Non-Operating Expenses			
Interest	-	-	
Total Non-Operating Expenses	-	-	
Net Income (Loss)	\$ 174,132	295,606	

(1) Percent of year expended: 91%

(2) Includes revenues and expenses for Turnouts and adjusted for carryover revenues from FY 2018/19 to FY 2019/20



Budget and Actual Santa Ynez II

	May 31, 2020		
	Budget	Actual	Percent Expended ⁽¹⁾
<u>Operating Revenues</u>			
Fixed operating assessments ⁽²⁾	\$ 1,186,914	1,186,914	100.00%
Variable operating assessments	1,060,810	842,591	79.43%
Other revenues	-		N/A
Total Operating Revenues	2,247,724	2,029,505	90.29%
<u>Operating Expenses</u> ⁽²⁾			
Personnel expenses	449,302	373,706	83.17%
Office expenses	1,037	516	49.71%
General and administrative	8,879	3,779	42.56%
Professional services	26,814	9,635	35.93%
Supplies and equipment	26,679	18,953	71.04%
Monitoring expenses	-	-	N/A
Repairs and maintenance	23,124	15,804	68.34%
Utilities	1,078,049	96,595	8.96%
Depreciation and amortization	-	-	N/A
Other expenses	279,840	64,986	23.22%
Total Operating Expenses	1,893,723	583,972	30.84%
Operating Income	354,001	1,445,532	
<u>Non-Operating Revenues</u>			
Interest income	-	-	
Total Non-Operating Revenues	-	-	
<u>Non-Operating Expenses</u>			
Interest	-	-	
Total Non-Operating Expenses	-	-	
Net Income (Loss)	\$ 354,001	1,445,532	

(1) Percent of year expended: 91%

(2) Includes revenues and expenses for Turnouts and adjusted for carryover revenues from FY 2018/19 to FY 2019/20



Budget and Actual Reach 33B

	May 31, 2020		
	Budget	Actual	Percent Expended ⁽¹⁾
Operating Revenues			
Fixed operating assessments ⁽²⁾	\$ 747,465	747,465	100.00%
Variable operating assessments	-	-	N/A
Other revenues	-	-	N/A
Total Operating Revenues	747,465	747,465	100.00%
Operating Expenses ⁽²⁾			
Personnel expenses	346,171	277,447	80.15%
Office expenses	799	397	49.70%
General and administrative	6,841	2,911	42.55%
Professional services	20,659	8,117	39.29%
Supplies and equipment	20,555	14,288	69.51%
Monitoring expenses	-	-	N/A
Repairs and maintenance	17,816	14,508	81.43%
Utilities	13,282	8,927	67.21%
Depreciation and amortization	-	-	N/A
Other expenses	197,842	89,265	45.12%
Total Operating Expenses	623,966	415,861	66.65%
Operating Income	123,500	331,604	
Non-Operating Revenues			
Interest income	-	-	
Total Non-Operating Revenues	-	-	
Non-Operating Expenses			
Interest	-	-	
Total Non-Operating Expenses	-	-	
Net Income (Loss)	\$ 123,500	331,604	

(1) Percent of year expended: 91%

(2) Includes revenues and expenses for Turnouts and adjusted for carryover revenues from FY 2018/19 to FY 2019/20



Budget and Actual Reach 34

	May 31, 2020		
	Budget	Actual	Percent Expended ⁽¹⁾
<u>Operating Revenues</u>			
Fixed operating assessments ⁽²⁾	\$ 249,039	249,039	100.00%
Variable operating assessments	-	-	N/A
Other revenues	-	-	N/A
Total Operating Revenues	249,039	249,039	100.00%
<u>Operating Expenses</u> ⁽²⁾			
Personnel expenses	167,480	138,707	82.82%
Office expenses	387	192	49.70%
General and administrative	3,310	1,408	42.55%
Professional services	9,995	3,111	31.12%
Supplies and equipment	9,945	6,770	68.08%
Monitoring expenses	-	-	N/A
Repairs and maintenance	8,620	5,601	64.98%
Utilities	6,426	5,577	86.79%
Depreciation and amortization	-	-	N/A
Other expenses	19,452	10,195	52.41%
Total Operating Expenses	225,613	171,561	76.04%
Operating Income	23,426	77,478	
<u>Non-Operating Revenues</u>			
Interest income	-	-	
Total Non-Operating Revenues	-	-	
<u>Non-Operating Expenses</u>			
Interest	-	-	
Total Non-Operating Expenses	-	-	
Net Income (Loss)	\$ 23,426	77,478	

(1) Percent of year expended: 91%

(2) Includes revenues and expenses for Turnouts and adjusted for carryover revenues from FY 2018/19 to FY 2019/20



Budget and Actual Reach 35

	May 31, 2020		
	Budget	Actual	Percent Expended ⁽¹⁾
<u>Operating Revenues</u>			
Fixed operating assessments ⁽²⁾	\$ 162,220	162,220	100.00%
Variable operating assessments	-	-	N/A
Non-annual recurring revenues	-	-	N/A
Other revenues	-	-	N/A
Total Operating Revenues	162,220	162,220	100.00%
<u>Operating Expenses</u> ⁽²⁾			
Personnel expenses	110,285	84,396	76.53%
Office expenses	255	126	49.68%
General and administrative	2,179	927	42.54%
Professional services	6,582	1,780	27.05%
Supplies and equipment	6,548	4,457	68.07%
Monitoring expenses	-	-	N/A
Repairs and maintenance	5,676	1,500	26.42%
Utilities	4,231	1,827	43.18%
Depreciation and amortization	-	-	N/A
Other expenses	12,809	6,184	48.28%
Total Operating Expenses	148,565	101,199	68.12%
Operating Income	13,654	61,021	
<u>Non-Operating Revenues</u>			
Interest income	-	-	
Total Non-Operating Revenues	-	-	
<u>Non-Operating Expenses</u>			
Interest	-	-	
Total Non-Operating Expenses	-	-	
Net Income (Loss)	\$ 13,654	61,021	

(1) Percent of year expended: 91%

(2) Includes revenues and expenses for Turnouts and adjusted for carryover revenues from FY 2018/19 to FY 2019/20



Budget and Actual Reach 37

	May 31, 2020		
	Budget	Actual	Percent Expended ⁽¹⁾
<u>Operating Revenues</u>			
Fixed operating assessments ⁽²⁾	\$ 70,133	70,133	100.00%
Variable operating assessments	-	-	N/A
Non-annual recurring revenues	-	-	N/A
Other revenues	-	-	N/A
Total Operating Revenues	70,133	70,133	100.00%
<u>Operating Expenses</u> ⁽²⁾			
Personnel expenses	47,283	37,589	79.50%
Office expenses	109	55	50.12%
General and administrative	934	401	42.91%
Professional services	2,822	770	27.28%
Supplies and equipment	2,808	1,927	68.65%
Monitoring expenses	-	-	N/A
Repairs and maintenance	2,434	648	26.65%
Utilities	1,814	560	30.88%
Depreciation and amortization	-	-	N/A
Other expenses	5,492	2,674	48.70%
Total Operating Expenses	63,695	44,625	70.06%
Operating Income	6,438	25,508	
<u>Non-Operating Revenues</u>			
Interest income	-	-	
Total Non-Operating Revenues	-	-	
<u>Non-Operating Expenses</u>			
Interest	-	-	
Total Non-Operating Expenses	-	-	
Net Income (Loss)	\$ 6,438	25,508	

(1) Percent of year expended: 91%

(2) Includes revenues and expenses for Turnouts and adjusted for carryover revenues from FY 2018/19 to FY 2019/20



Budget and Actual Reach 38

	May 31, 2020		
	Budget	Actual	Percent Expended ⁽¹⁾
<u>Operating Revenues</u>			
Fixed operating assessments ⁽²⁾	\$ 114,934	114,934	100.00%
Variable operating assessments	-	-	N/A
Non-annual recurring revenues	-	-	N/A
Other revenues	-	-	N/A
Total Operating Revenues	114,934	114,934	100.00%
<u>Operating Expenses</u> ⁽²⁾			
Personnel expenses	77,507	62,283	80.36%
Office expenses	179	89	49.69%
General and administrative	1,532	652	42.54%
Professional services	4,626	1,251	27.05%
Supplies and equipment	4,602	3,133	68.07%
Monitoring expenses	-	-	N/A
Repairs and maintenance	3,989	1,908	47.83%
Utilities	2,974	911	30.63%
Depreciation and amortization	-	-	N/A
Other expenses	9,002	4,346	48.28%
Total Operating Expenses	104,411	74,572	71.42%
Operating Income	10,524	40,362	
<u>Non-Operating Revenues</u>			
Interest income	-	-	
Total Non-Operating Revenues	-	-	
<u>Non-Operating Expenses</u>			
Interest	-	-	
Total Non-Operating Expenses	-	-	
Net Income (Loss)	\$ 10,524	40,362	

(1) Percent of year expended: 91%

(2) Includes revenues and expenses for Turnouts and adjusted for carryover revenues from FY 2018/19 to FY 2019/20

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

Agenda Item III.D.
Board of Directors
June 25, 2020

System Name: Central Coast Water Authority

System Number: 4210030

Treatment Plant Name: Polonio Pass Water Treatment Plant

May 2020

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	8.29	1.27	0.47	1.5			66	88	0	115	58		
2	8.25	1.25	0.49	1.5			68	90	0	119	56		
3	8.18	1.18	0.48	2.0			67	89	0	120	58		
4	8.16	0.94	0.47	1.5	25	1	69	90	3	122	60	552	
5	8.10	0.76	0.41	2.0			72	90	0	123	62		
6	8.15	1.18	0.47	2.0			71	89	0	123	61		3.9
7	8.30	1.15	0.46	1.0			72	87	1	119	60		
8	8.48	1.08	0.41	1.0			70	85	4	113	58		
9	8.58	0.98	0.37	1.0			71	85	3	116	58		
10	8.58	0.85	0.39	1.5			71	84	3	115	59		
11	8.68	0.78	0.37	1.0	54	<1	68	84	6	115	56	495	
12	8.82	2.34	0.39	1.0			68	85	9	109	53		
13	8.83	2.58	0.47	1.0			69	85	8	103	53		
14	8.84	1.39	0.39	1.0			69	85	8	104	54		
15	8.90	0.94	0.34	1.0			68	80	10	99	48		
16	9.06	1.01	0.40	1.0			69	81	13	100	48		
17	9.13	1.20	0.39	2.0			69	86	14	100	47		
18	9.12	1.05	0.34	2.0	225	3	69	80	15	99	50	470	
19	9.12	1.00	0.31	1.5			68	77	12	104	51		
20	9.07	1.02	0.30	1.0			68	76	12	104	53		
21	9.00	1.01	0.29	1.5			69	77	11	105	52		
22	9.05	1.80	0.28	1.5			70	76	13	104	54		
23	8.98	1.52	0.30	1.0			69	77	11	105	52		
24	9.02	1.50	0.29	1.5			68	75	10	104	51		
25	9.16	1.67	0.36	1.5	147	4	69	74	12	101	51		
26	9.32	2.10	0.38	1.0			72	72	17	100	49	458	
27	9.23	2.25	0.32	1.0			70	76	13	98	46		
28	8.95	1.90	0.30	1.0			71	75	9	99	47		
29	8.78	2.07	0.26	1.0			71	74	8	101	46		
30	8.70	1.58	0.26	1.0			70	75	5	102	46		
31	8.36	1.43	0.31	1.0			69	73	1	100	48		
Avg:	8.75	1.38	0.37	1.3	112	3	69	81	7	108	53	494	3.9

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

System Name: Central Coast Water Authority

System Number: 4210030

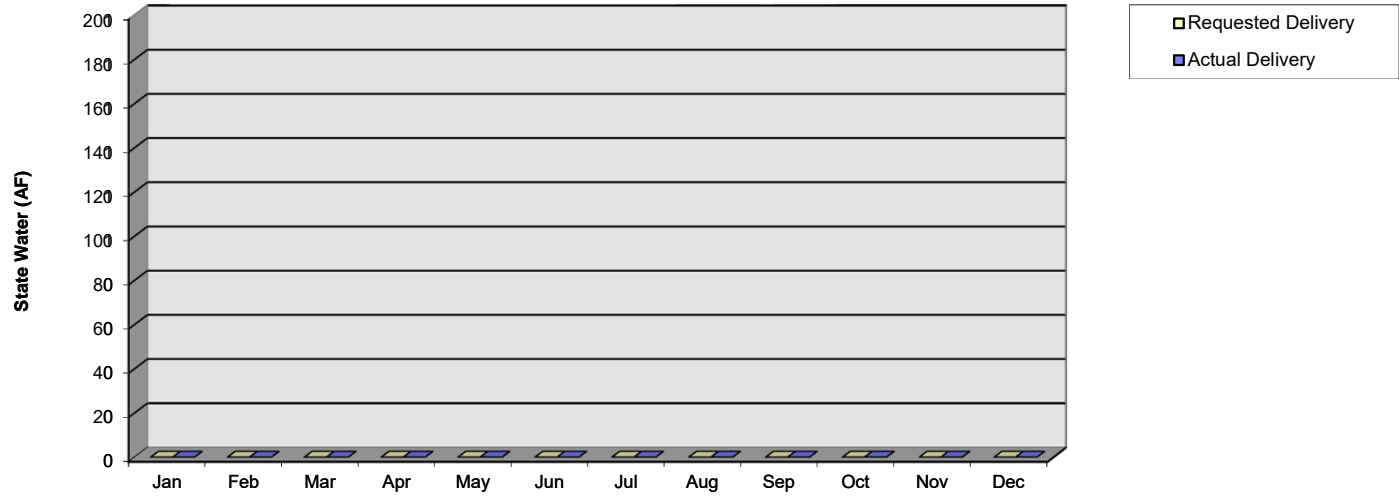
Treatment Plant Name: Polonio Pass Water Treatment Plant

May 2020

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	8.60	0.07	3.84	0.0	ABSENT	71	82	112	55	3.30	0.00	3.19	0.63	0.00	5.1		
2	8.59	0.07	3.72	0.0	ABSENT	73	84	116	56	3.33	0.00	3.31	0.63	0.00	5.3		
3	8.63	0.07	3.91	0.0	ABSENT	71	84	116	60	3.31	0.00	3.26	0.62	0.00	5.3		
4	8.57	0.08	4.15	0.0	ABSENT	74	86	112	63	3.40	0.00	3.33	0.63	0.00	5.3	596	
5	8.58	0.07	3.96	0.0	ABSENT	74	85	124	63	3.35	0.00	3.27	0.64	0.00	5.1		
6	8.60	0.07	3.80	0.0	ABSENT	76	86	122	60	3.38	0.00	3.30	0.65	0.00	5.1		2.4
7	8.63	0.07	4.04	0.0	ABSENT	74	84	120	57	3.42	0.00	3.40	0.65	0.00	5.2		
8	8.63	0.07	4.21	0.0	ABSENT	74	80	116	57	3.40	0.00	3.30	0.65	0.00	5.1		
9	8.62	0.07	4.21	0.0	ABSENT	73	79	114	56	3.37	0.00	3.21	0.66	0.00	4.9		
10	8.63	0.07	4.37	0.0	ABSENT	74	79	115	56	3.40	0.00	3.29	0.68	0.00	4.8		
11	8.66	0.06	4.53	0.0	ABSENT	73	80	115	54	3.47	0.00	3.31	0.67	0.00	4.9	564	
12	8.53	0.06	4.64	0.0	ABSENT	71	80	107	54	3.45	0.00	3.28	0.66	0.00	5.0		
13	8.68	0.06	4.19	0.0	ABSENT	72	78	109	54	3.47	0.00	3.38	0.65	0.01	5.2		
14	8.72	0.06	3.52	0.0	ABSENT	72	76	103	54	3.26	0.00	3.15	0.62	0.00	5.1		
15	8.63	0.06	3.88	0.0	ABSENT	72	76	107	50	3.27	0.00	3.24	0.63	0.00	5.1		
16	8.70	0.06	3.94	0.0	ABSENT	72	74	103	48	3.42	0.00	3.37	0.66	0.00	5.1		
17	8.73	0.06	4.00	0.0	ABSENT	73	78	103	47	3.37	0.00	3.35	0.63	0.00	5.3		
18	8.73	0.06	4.00	0.0	ABSENT	72	72	101	49	3.40	0.00	3.30	0.65	0.00	5.1	523	
19	8.68	0.06	3.64	0.0	ABSENT	70	67	104	53	3.33	0.00	3.25	0.65	0.00	5.0		
20	8.58	0.06	3.76	0.0	ABSENT	75	66	106	54	3.33	0.00	3.33	0.65	0.00	5.1		
21	8.62	0.06	4.37	0.0	ABSENT	73	69	105	51	3.47	0.00	3.40	0.65	0.00	5.2		
22	8.70	0.06	4.37	0.0	ABSENT	73	69	103	51	3.40	0.00	3.30	0.65	0.00	5.1		
23	8.52	0.06	4.00	0.0	ABSENT	73	67	105	52	3.33	0.00	3.28	0.64	0.00	5.1		
24	8.53	0.06	3.88	0.0	ABSENT	74	68	105	51	3.41	0.00	3.33	0.64	0.00	5.2		
25	8.58	0.06	3.68	0.0	ABSENT	73	67	105	50	3.32	0.00	3.29	0.62	0.00	5.3		
26	8.57	0.06	4.25	0.0	ABSENT	73	67	101	45	3.45	0.00	3.37	0.53	0.00	6.4	506	
27	8.49	0.06	4.86	0.0	ABSENT	73	61	98	46	3.52	0.00	3.27	0.64	0.00	5.1		
28	8.28	0.06	4.79	0.0	ABSENT	72	60	100	48	3.43	0.00	3.28	0.63	0.00	5.2		
29	8.43	0.05	4.61	0.0	ABSENT	74	61	100	47	3.48	0.00	3.30	0.66	0.00	5.0		
30	8.43	0.05	4.61	0.0	ABSENT	74	66	101	47	3.53	0.00	3.31	0.65	0.00	5.1		
31	8.38	0.05	4.25	0.0	ABSENT	73	65	101	45	3.45	0.00	3.22	0.64	0.00	5.0		
Avg	8.59	0.06	4.13	0.00		73	74	108	53	3.39	0.00	3.30	0.64	0.00	5.2	547	2.40

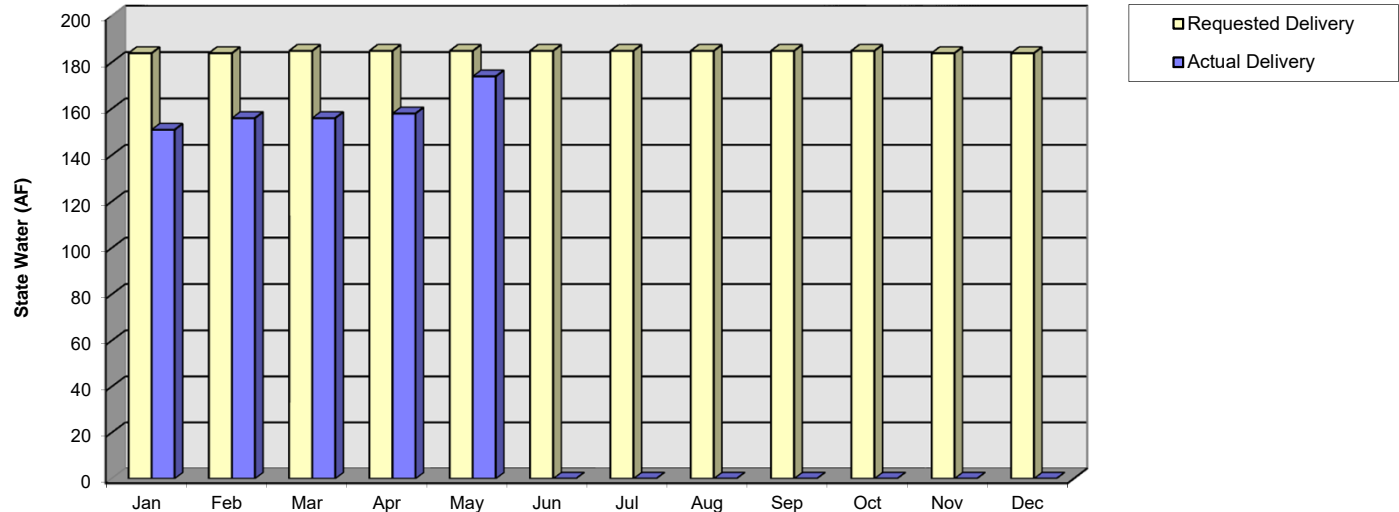
Shandon T.O - SWP Deliveries in Year 2020

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	



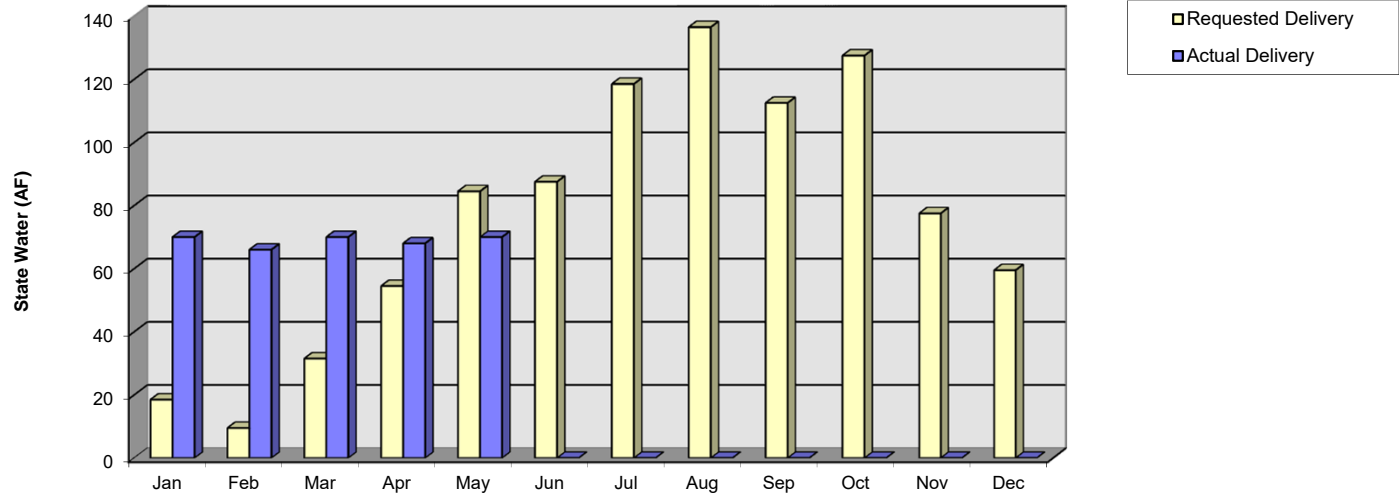
Chorro Valley T.O. - SWP Deliveries in Year 2020

Month	Requested Delivery	Actual Delivery	Allocation Available
Jan	184	151	
Feb	184	156	
Mar	185	156	
Apr	185	158	
May	185	174	
Jun	185	0	
Jul	185	0	
Aug	185	0	
Sep	185	0	
Oct	185	0	
Nov	184	0	
Dec	184	0	
Total	2216	795	



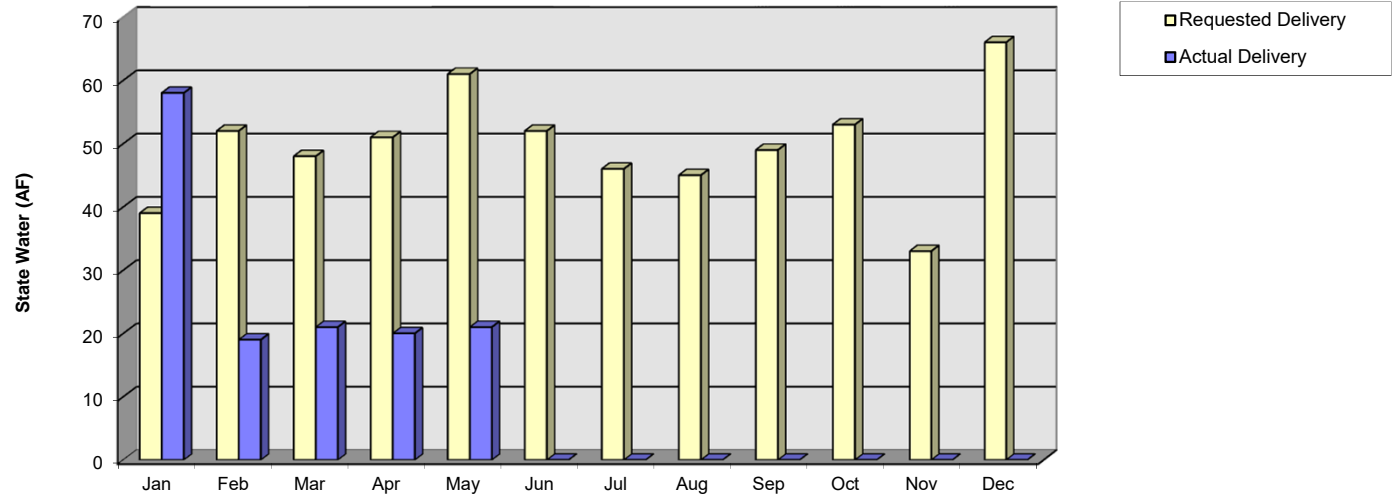
Lopez T.O. - SWP Deliveries in Year 2020

Month	Requested Delivery	Actual Delivery	Allocation Available
Jan	19	70	
Feb	10	66	
Mar	32	70	
Apr	55	68	
May	85	70	
Jun	88		
Jul	119		
Aug	137		
Sep	113		
Oct	128		
Nov	78		
Dec	60		
Total	918	344	



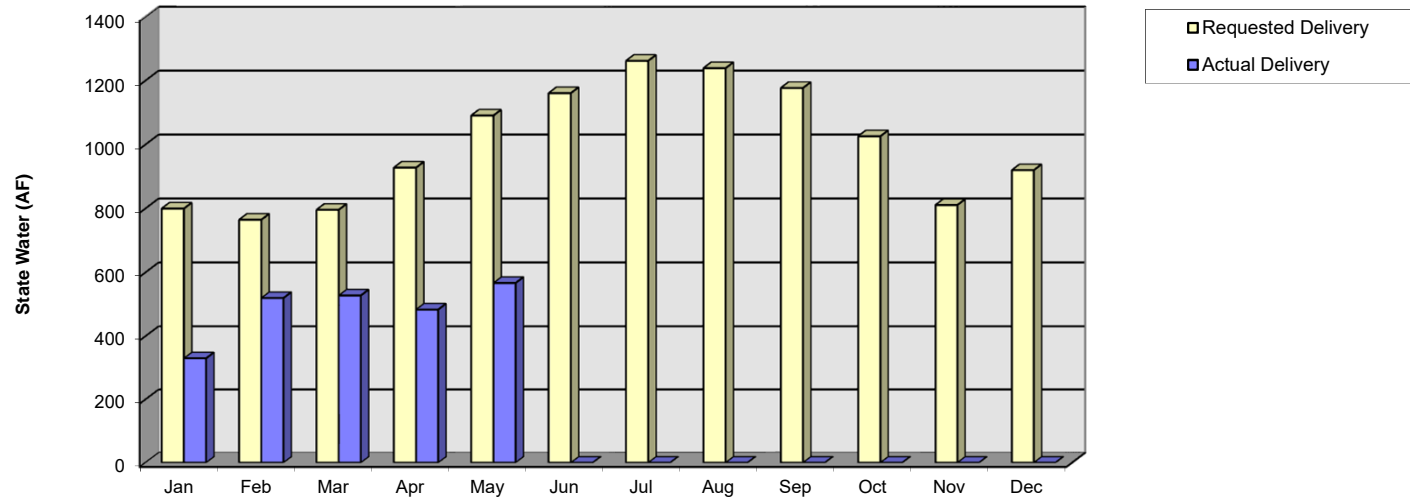
Guadalupe - SWP Deliveries in Year 2020

Month	Requested Delivery	Actual Delivery	Allocation Available
Jan	39	58	
Feb	52	19	
Mar	48	21	
Apr	51	20	
May	61	21	
Jun	52		
Jul	46		
Aug	45		
Sep	49		
Oct	53		
Nov	33		
Dec	66		
Total	595	139	



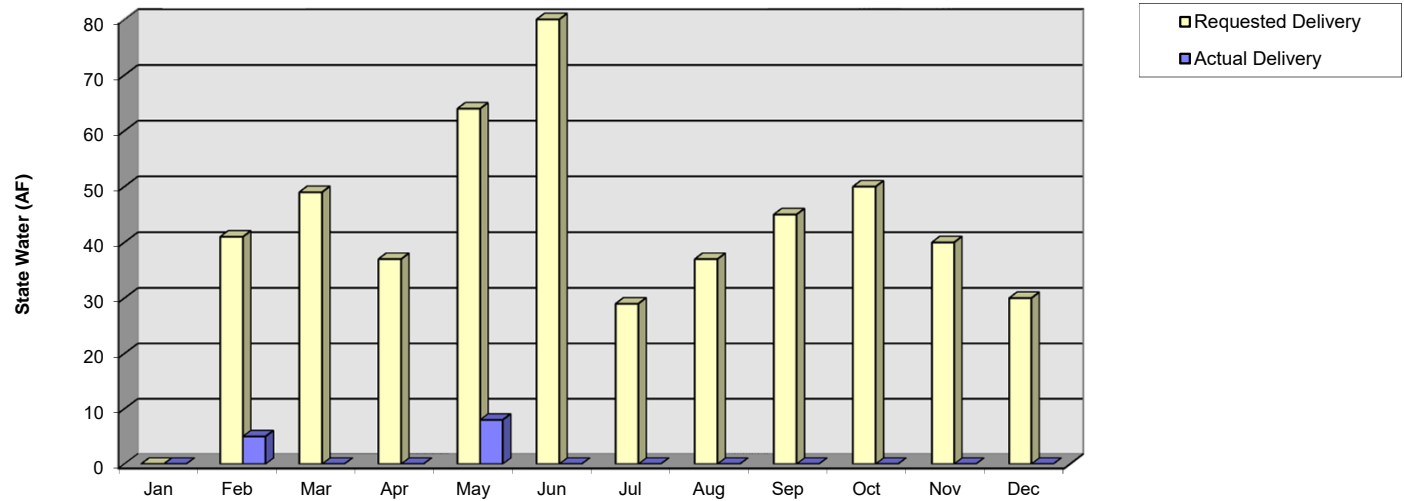
Santa Maria - SWP Deliveries in Year 2020

Month	Requested Delivery	Actual Delivery	Allocation Available
Jan	800	330	
Feb	765	520	
Mar	796	528	
Apr	928	484	
May	1091	567	
Jun	1161		
Jul	1262		
Aug	1239		
Sep	1177		
Oct	1026		
Nov	811		
Dec	920		
Total	11976	2429	



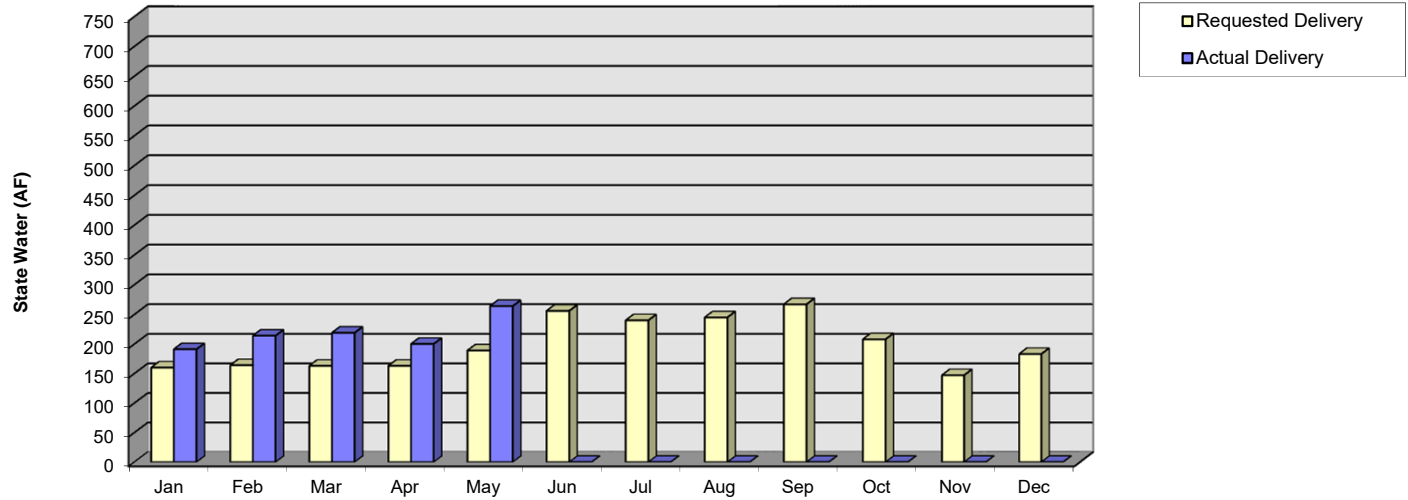
Golden State - SWP Deliveries in Year 2020

Month	Requested Delivery	Actual Delivery	Allocation Available
Jan	0	0	
Feb	41	5	
Mar	49	0	
Apr	37	0	
May	64	8	
Jun	80		
Jul	29		
Aug	37		
Sep	45		
Oct	50		
Nov	40		
Dec	30		
Total	502	13	



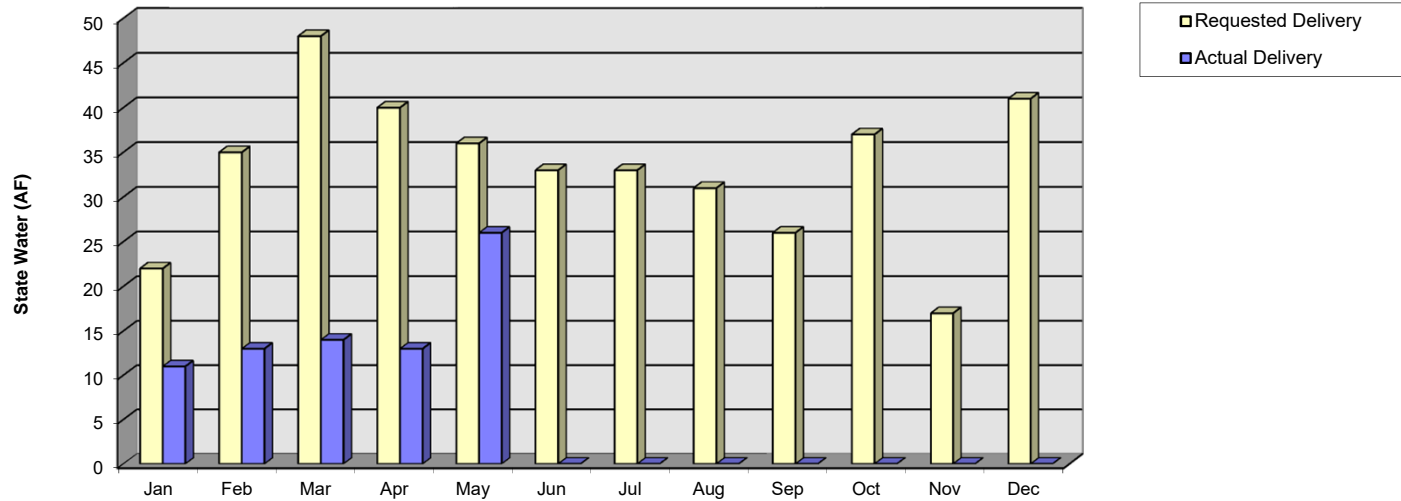
VAFB - SWP Deliveries in Year 2020

Month	Requested Delivery	Actual Delivery	Allocation Available
Jan	160	191	
Feb	164	214	
Mar	163	219	
Apr	163	200	
May	189	264	
Jun	256		
Jul	240		
Aug	245		
Sep	267		
Oct	208		
Nov	147		
Dec	183		
Total	2385	1088	



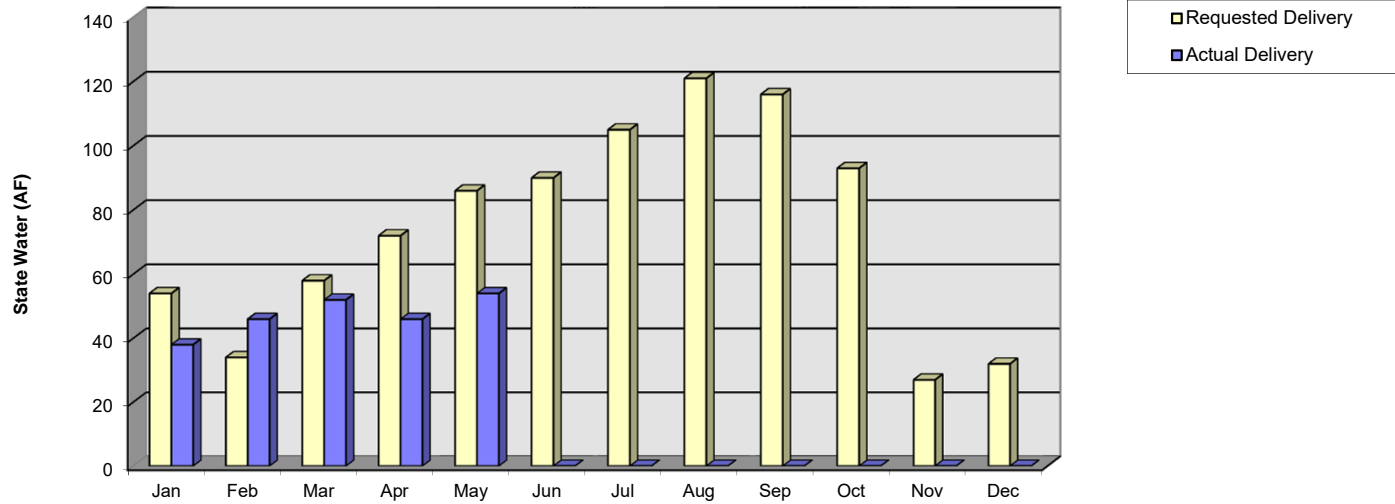
Buellton - SWP Deliveries in Year 2020

Month	Requested Delivery	Actual Delivery	Allocation Available
Jan	22	11	
Feb	35	13	
Mar	48	14	
Apr	40	13	
May	36	26	
Jun	33		
Jul	33		
Aug	31		
Sep	26		
Oct	37		
Nov	17		
Dec	41		
Total	399	77	



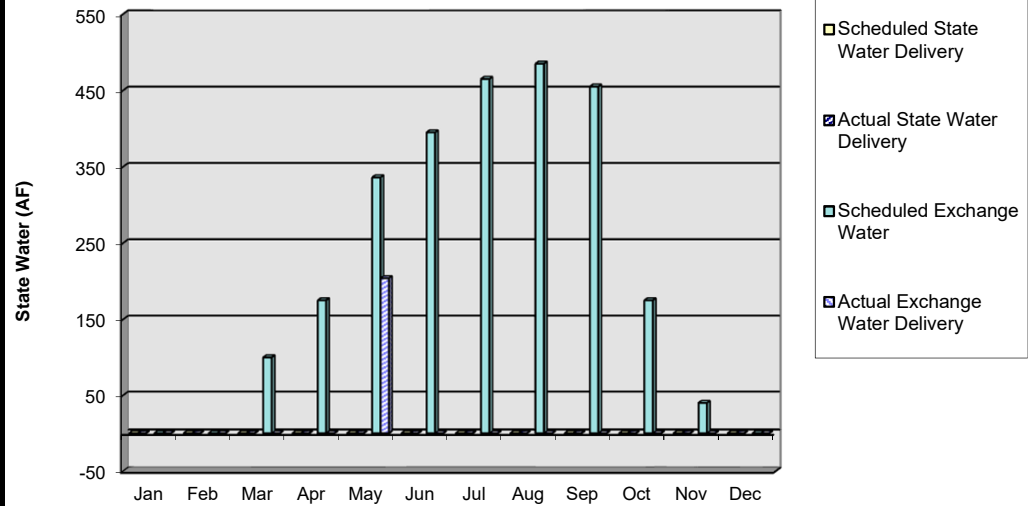
Santa Ynez - Solvang Only - SWP Deliveries in Year 2020

Month	Requested Delivery	Actual Delivery	Allocation Available
Jan	54	38	
Feb	34	46	
Mar	58	52	
Apr	72	46	
May	86	54	
Jun	90		
Jul	105		
Aug	121		
Sep	116		
Oct	93		
Nov	27		
Dec	32		
Total	888	236	



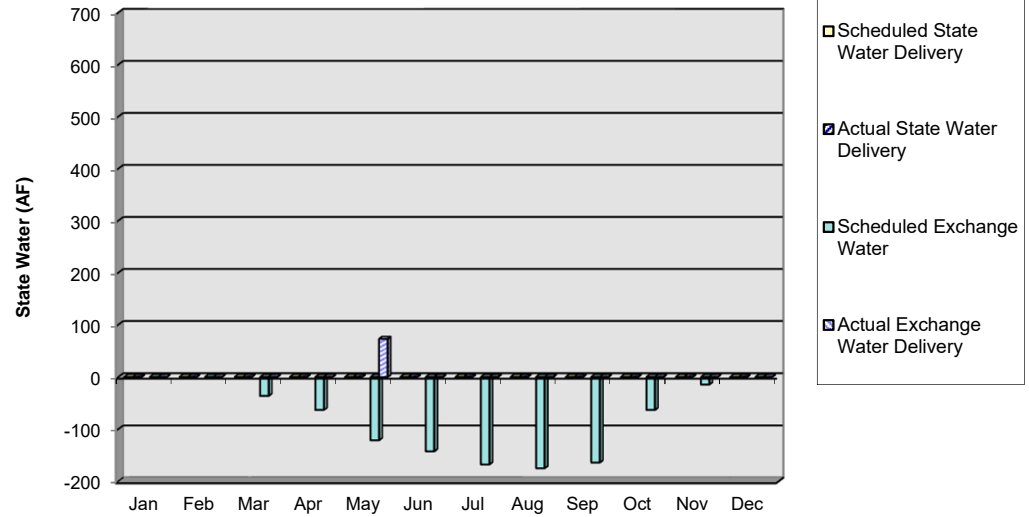
Santa Ynez (Without Solvang) - SWP Deliveries in Year 2020

Month	Scheduled State Water Delivery	Scheduled Exchange Water	Total Sch'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	204	204	
Jun	0	395	395				
Jul	0	465	465				
Aug	0	485	485				
Sep	0	455	455				
Oct	0	175	175				
Nov	0	40	40				
Dec	0	0	0				
Total	0	2626	2626	0	204	204	



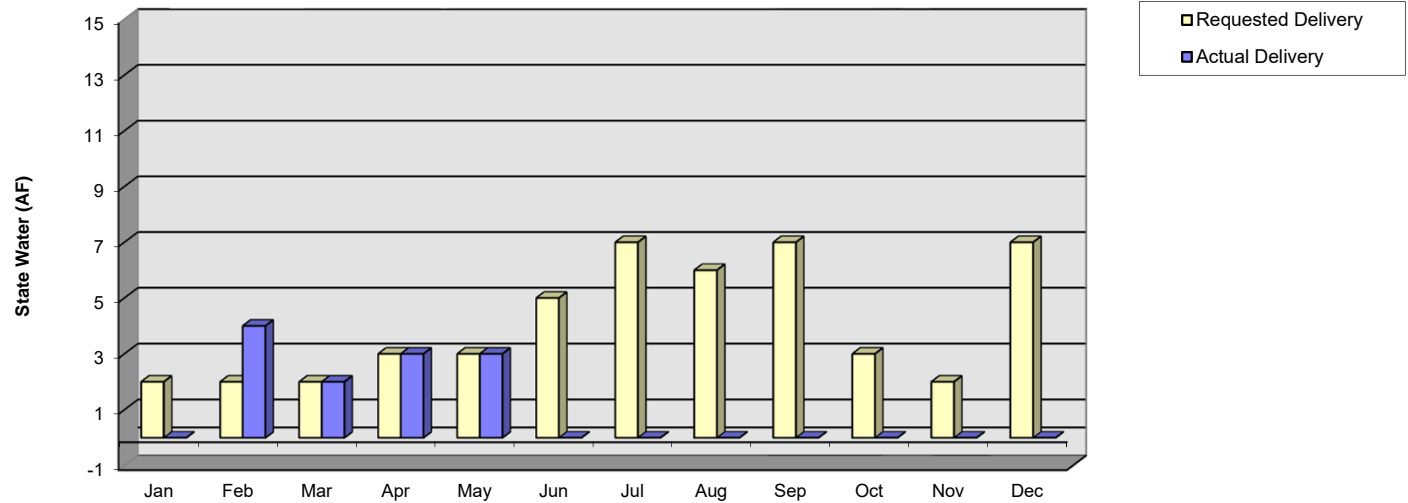
Goleta - SWP Deliveries in Year 2020

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	73	73	
Jun	0	-142	-142.2				
Jul	0	-167	-167.4				
Aug	0	-175	-174.6				
Sep	0	-164	-163.8				
Oct	0	-63	-63				
Nov	0	-14	-14.4				
Dec	0	0	0				
Total	0	-945	-945	0	73	73	



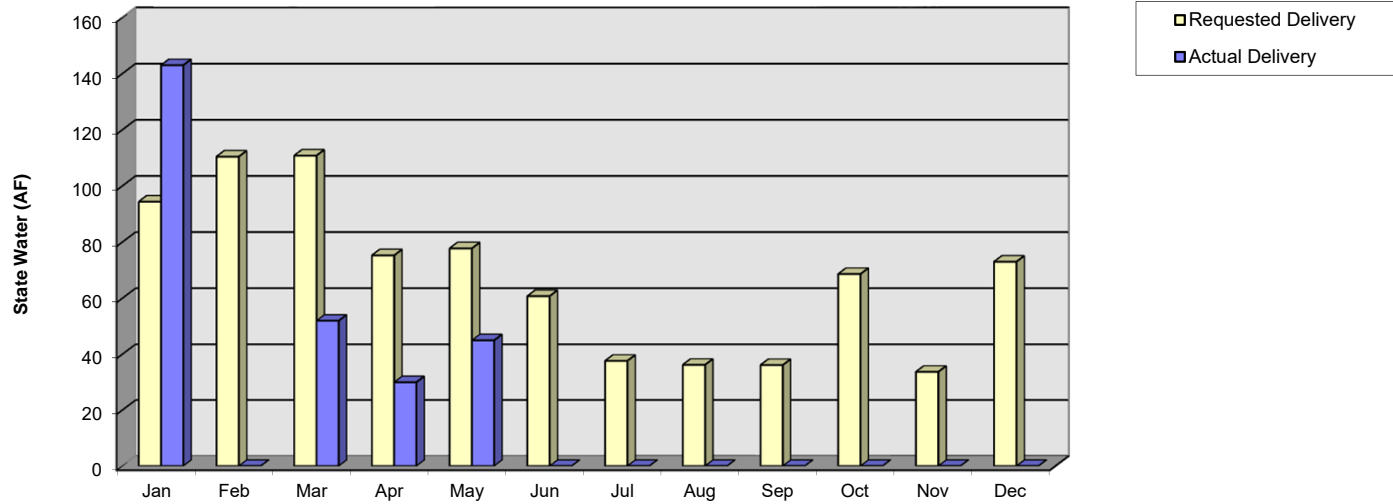
Morehart Land - SWP Deliveries in Year 2020

Month	Requested Delivery	Actual Delivery	Allocation Available
Jan	2	0	
Feb	2	4	
Mar	2	2	
Apr	3	3	
May	3	3	
Jun	5	3	
Jul	7	0	
Aug	6	0	
Sep	7	0	
Oct	3	0	
Nov	2	0	
Dec	7	0	
Total	49	12	



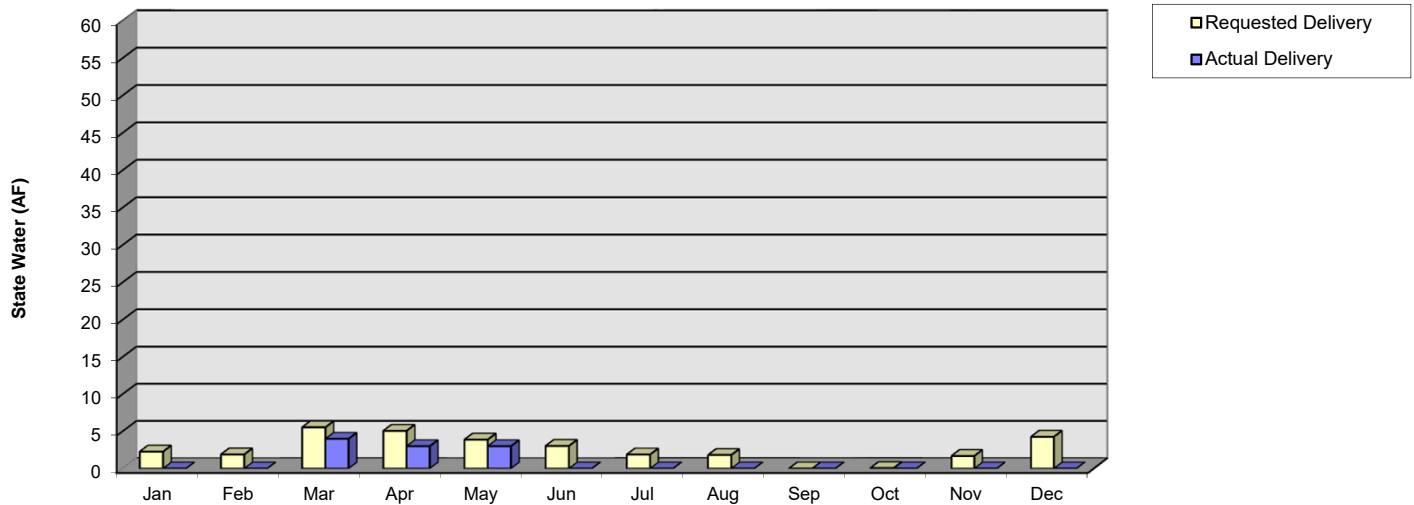
La Cumbre - SWP Deliveries in Year 2020

Month	Requested Delivery	Actual Delivery	Allocation Available
Jan	94	143	
Feb	110	0	
Mar	111	52	
Apr	75	30	
May	78	45	
Jun	61		
Jul	38		
Aug	36		
Sep	36		
Oct	69		
Nov	34		
Dec	73		
Total	815	270	



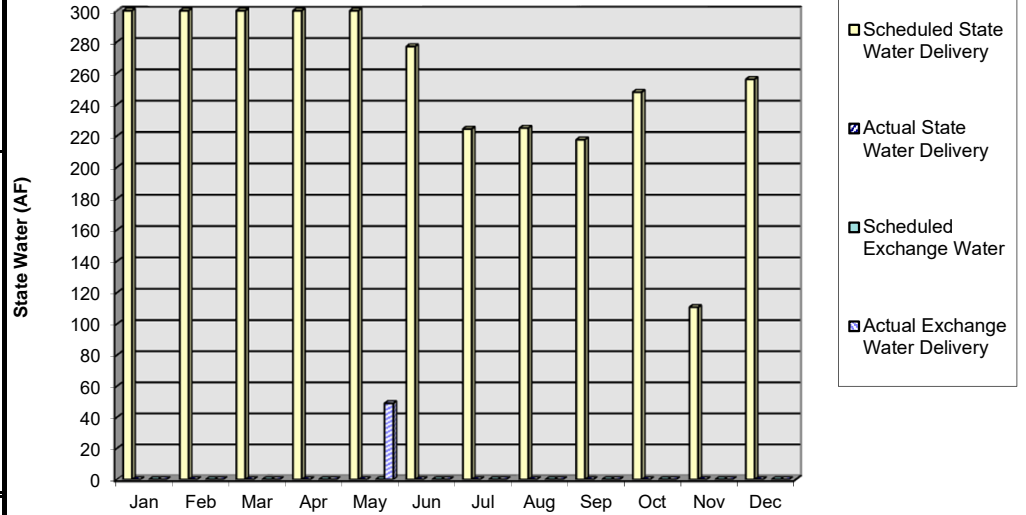
Raytheon (SBRC) - SWP Deliveries in Year 2020

Month	Requested Delivery	Actual Delivery	Allocation Available
Jan	2	0	
Feb	2	0	
Mar	6	4	
Apr	5	3	
May	4	3	
Jun	3		
Jul	2		
Aug	2		
Sep	0		
Oct	0		
Nov	2		
Dec	4		
Total	31	10	



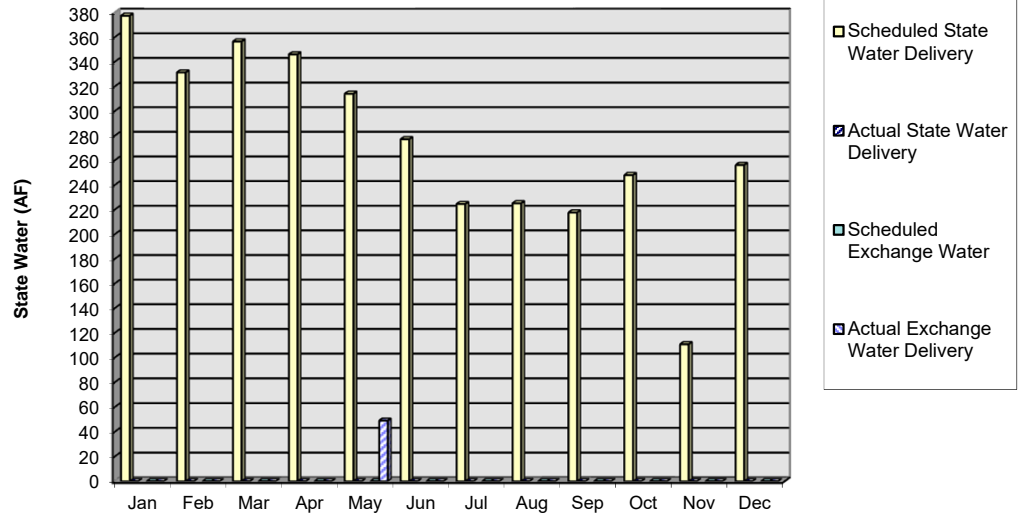
Santa Barbara - SWP Deliveries in Year 2020

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	377	0	377	0	0	0	
Feb	331	0	331.37	0	0	0	
Mar	356	-24	332.49	0	0	0	
Apr	346	-42	303.98	0	0	0	
May	314	-81	233.37	0	49	49	
Jun	277	-95	182.32				
Jul	225	-112	112.92				
Aug	225	-116	108.71				
Sep	218	-109	108.44				
Oct	248	-42	205.99				
Nov	111	-10	101.18				
Dec	256	0	256.18				
Total	3285	-630	2654	0	49	49	



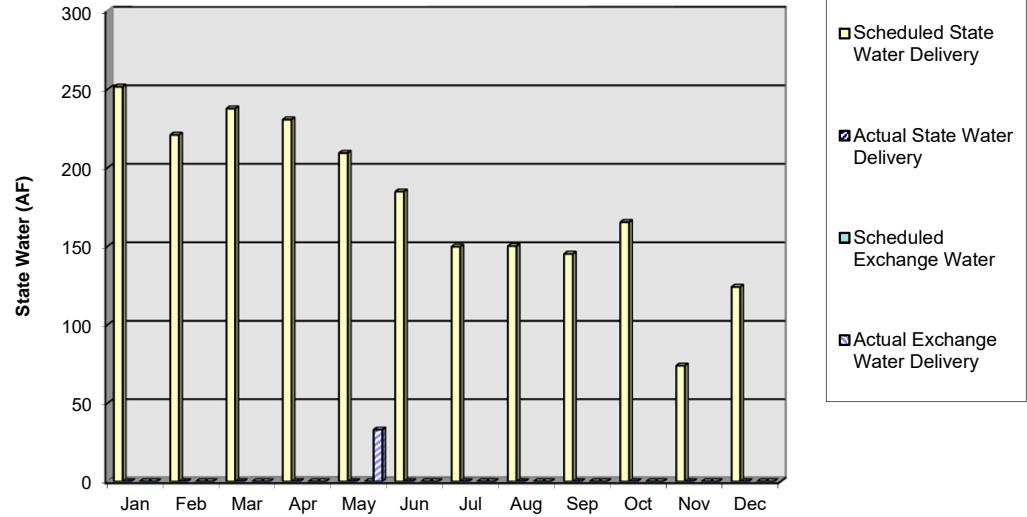
Montecito - SWP Deliveries in Year 2020

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	377	0	377	0	0	0	
Feb	331	0	331.37	0	0	0	
Mar	356	-24	332.49	0	0	0	
Apr	346	-42	303.98	0	0	0	
May	314	-81	233.37	0	49	49	
Jun	277	-95	182.32				
Jul	225	-112	112.92				
Aug	225	-116	108.71				
Sep	218	-109	108.44				
Oct	248	-42	205.99				
Nov	111	-10	101.18				
Dec	256	0	256.18				
Total	3285	-630	2654	0	49	49	



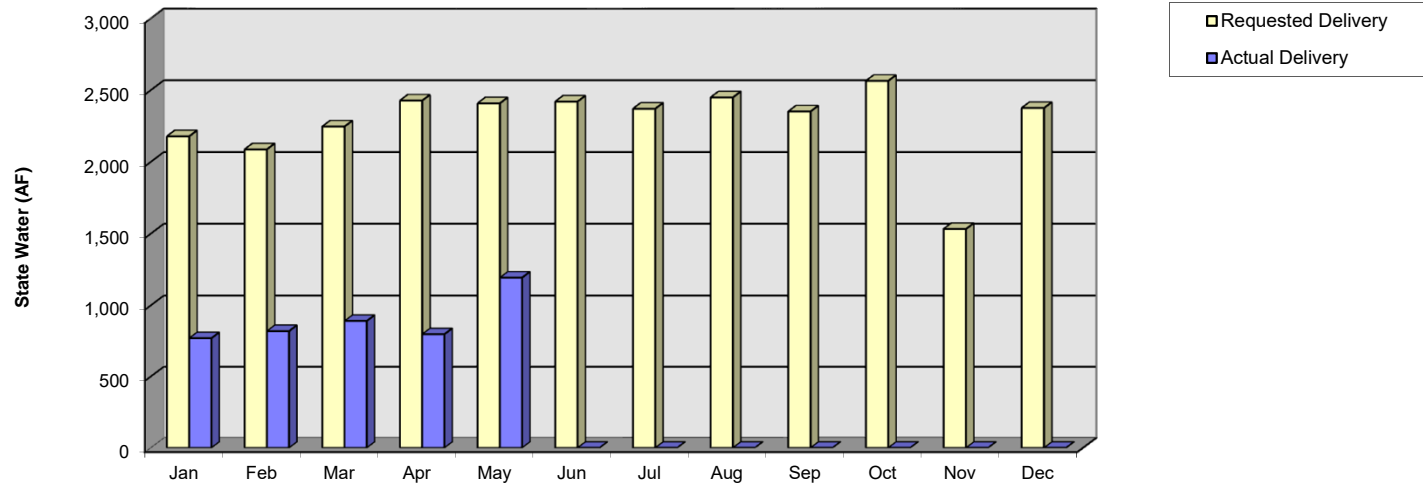
Carpinteria - SWP Deliveries in Year 2020

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	252	0	252	0	0	0	
Feb	221	0	220.91	0	0	0	
Mar	238	-16	221.66	0	0	0	
Apr	231	-28	202.66	0	0	0	
May	209	-54	155.58	0	33	33	
Jun	185	-63	121.55				
Jul	150	-74	75.277				
Aug	150	-78	72.472				
Sep	145	-73	72.295				
Oct	165	-28	137.33				
Nov	74	-6	67.454				
Dec	124	0	124.06				
Total	2143	-420	1723	0	33	33	



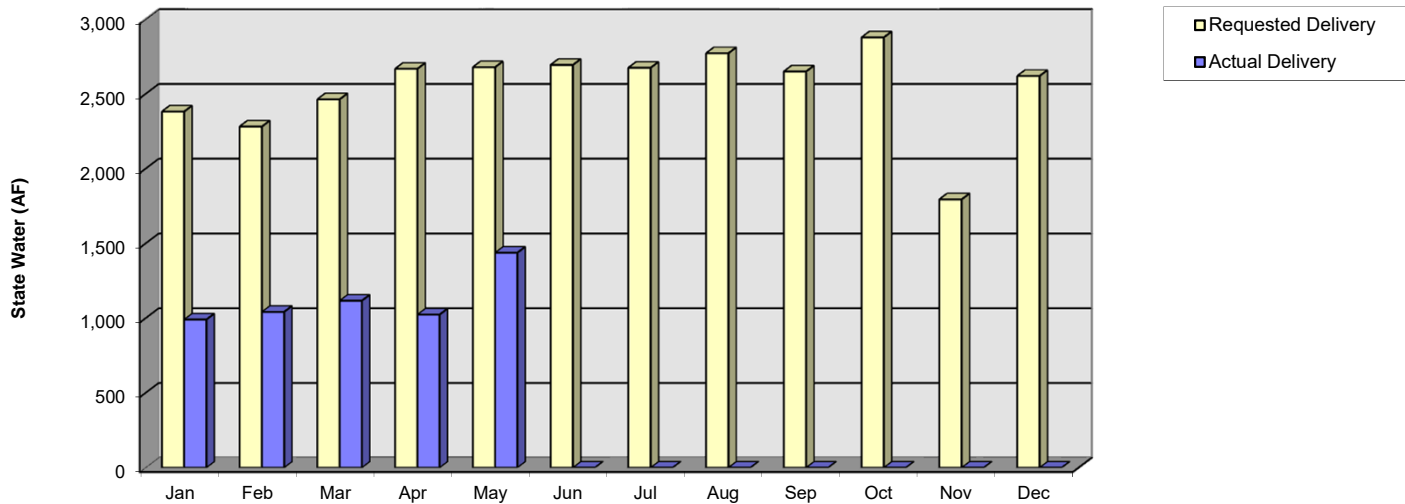
Total SB County - SWP Deliveries in Year 2020

Month	Requested Delivery	Actual Delivery
Jan	2,180	771
Feb	2,089	821
Mar	2,248	892
Apr	2,429	799
May	2,410	1,195
Jun	2,422	
Jul	2,372	
Aug	2,451	
Sep	2,353	
Oct	2,566	
Nov	1,534	
Dec	2,377	
Total	27,431	4,478



Total SB and SLO County - SWP Deliveries in Year 2020

Month	Requested Delivery	Actual Delivery
Jan	2,383	992
Feb	2,283	1,043
Mar	2,465	1,118
Apr	2,669	1,025
May	2,680	1,439
Jun	2,695	
Jul	2,676	
Aug	2,773	
Sep	2,651	
Oct	2,879	
Nov	1,796	
Dec	2,621	
Total	30,565	5,617





CENTRAL COAST WATER AUTHORITY

MEMORANDUM

June 17, 2020

TO: CCWA Board of Directors

FROM: Ray A. Stokes
Executive Director 

SUBJECT: Delta Conveyance Project Contract Amendment Update

SUMMARY

The State Water Project Contractors (Contractors) and DWR concluded negotiations on a set of amendments to the State Water Contract regarding the cost and benefit allocation of the "Delta Conveyance Project" (DCP) or more commonly, the Delta Tunnel Project to construct a tunnel underneath the Sacramento San Joaquin Delta with intakes on the Sacramento River north of the Delta.

The attached "Agreement in Principle" (AIP) and the corresponding "Final White Paper" summarize the proposed changes to the Contract for the DCP.

This information is being presented to the CCWA Board for informational purposes only at this time. The State Water Contractors (SWC) organization is in the process of preparing information and materials to assist individual Contractors in conveying the proposed amendments their respective boards and it is anticipated this information will be made available in late summer.

A few things to note that are of concern to CCWA in the attached AIP and White Paper:

1. Opt Out Provision: The AIP includes a provision that allows individual Contractors to opt-out of the DCP, which CCWA has already voted to do. However, in order to opt-out of the DCP, we must sign the DCP Contract amendment as there is not ability to opt out of the project without signing the amendment.
2. San Luis Reservoir Spill Risk: As I have conveyed to the CCWA Board previously, there is a concern on the part of non-participants, including CCWA, that the DCP will cause San Luis reservoir to fill and spill more frequently because there will be more water in the system. We requested ways to mitigate that spill risk once DCP is operational, and a provision was added to the AIP that allows a non-participant such as CCWA the ability to take DCP water on a second priority basis when San Luis reservoir begins spilling up to the amount of carryover water lost in San Luis (similar to current Article 21 provisions). This provision would continue to apply up to the point in which San Luis reservoir would have filled and spilled absent DCP. This provision is found in: VI: Objective 5, a, ii, b&c, page 7.
3. Step Up: CCWA was concerned about an existing Contract provision that allows DWR to implement a step-up provision in the event a Contractor defaults on their payment

obligation for DCP. A provision was included in the AIP that exempts non-participants from the step-up provision for DCP payment defaults in: V. Objective 4, i, page 6.

Again, the attached AIP and White Paper are being presented for informational purposes only at this time. We anticipate requesting CCWA Board action on the AIP at a meeting later in the year after additional materials have been prepared and distributed.

RAS

Attachments

AGREEMENT IN PRINCIPLE
April 30, 2020

This Agreement in Principle has been developed from the State Water Contractor Public Water Agencies' offers presented from July 24, 2019 to present, Department of Water Resources' offers presented from July 31, 2019 to present, and information discussed and presented by the technical and legal work groups.

Agreement in Principle for the State Water Project Water Supply Contract Amendment
on a
Delta Conveyance Project

This Agreement in Principle (**AIP**) is by and between certain State Water Project Public Water Agencies (**PWAs**) and the State of California through the Department of Water Resources (**DWR**) for the purpose of amending the State Water Project Water Supply Contracts.

AIP Objective:

1. Develop an agreement between the State Water Project Contractor Public Water Agencies and Department of Water Resources to equitably allocate costs and benefits of a potential Delta Conveyance Facility that preserves operational flexibility such that the Department of Water Resources can manage the State Water Project to meet regulatory requirements, contractual responsibilities, and State Water Project purposes.

AIP Outline:

- I. Definitions
- II. Objective 1 - Availability of an option to opt out of costs and benefits of Delta Conveyance Facilities of the State Water Project
- III. Objective 2 - Availability of an option to assume, or partially assume, costs and benefits of Delta Conveyance Facilities of the State Water Project
- IV. Objective 3 - Pursuit of State Water Project Delta Conveyance Facilities under the State Water Project Water Supply Contracts
- V. Objective 4 - Delta Conveyance Facility billing
- VI. Objective 5 - Delta Conveyance Facility benefits allocation
- VII. Objective 6 - Affect upon other Water Supply Contract provisions
- VIII. Other Provisions
- IX. Environmental Review Process
- X. Authorized Representative Signatures

I. Definitions

- a. **Clifton Court Forebay** shall mean the existing State Water Project diversion at Clifton Court Forebay facility through its intake located on Old River in the southern Delta and the associated Skinner Fish Facility.
- b. **Delta** shall mean the Sacramento-San Joaquin Delta as defined in Section 12220 of the California Water Code on the date of approval of the Bond Act by the votes of the State of California.
- c. **Delta Conveyance Facility (DCF)** shall mean those facilities of the State Water Project consisting of a water diversion intake structure, or structures, located on the Sacramento River and connected by facilities to Banks Pumping Plant in the southern Delta with a single tunnel that will serve the water supply purposes of the State Water Project.
- d. **DCF Benefits** shall mean those water supply and capacity benefits attributable to the DCF including but not limited to: (1) Table A water supplies; (2) Article 21 water supplies; (3) carriage water savings; (4) reliable water supply and use of DCF available capacity in the event of a temporary or permanent physical, regulatory, or contractual disruption of southern Delta diversions; and (5) use of DCF available capacity to move non-project water through the proposed DCF.
- e. **Fair Compensation** shall include but is not limited to capital recovery, operations and maintenance, replacement, and variable charges associated with the use of the DCF capacity.
- f. **State Water Project (SWP)** shall mean the State Water Resources Development System as described in California Water Code section 12931.
- g. **State Water Project Contractor Public Water Agencies (PWAs)** shall include the 29 entities holding State Water Project Water Supply Contracts with the Department of Water Resources.

II. Objective 1 - Availability of an option to opt out of costs and DCF Benefits

- a. This AIP makes available to each PWA an option to opt out of the costs and benefits of the DCF through a contract amendment that establishes a Statement of Charges (SOC) percentage of DCF Benefits based on the percentages in the Delta Conveyance Allocation Factors table to water attributable to the DCF, as described in Section VI of this AIP.
- b. PWAs indicating an intent to opt out of costs and benefits of the DCF shall be described in Section VI(a) of this AIP.
- c. An option to opt out of DCF costs and benefits are limited such that a PWA must opt out of at least a minimum 100% of its Municipal and Industrial Table A or 100% of its Agricultural Table A. This provision doesn't prohibit a PWA from taking more than their Table A share, if available, in the Delta Facilities Allocation Factor table.

III. Objective 2 - Availability of an option to assume additional costs and benefits of the DCF

- a. This AIP makes available to each PWA an option to assume additional costs and benefits of the DCF through a contract amendment that establishes additional costs on the SOC in exchange for DCF Benefits based on the percentages in the Delta Conveyance Allocation Factors table to water attributable to the DCF, as described in Section VI of this AIP.
- b. PWAs indicating an intent to assume DCF costs and benefits shall be described in Section VI(b) of this AIP.

IV. Objective 3 - Pursuit of State Water Project Delta Conveyance Facilities under the State Water Project Water Supply Contracts

- a. The DCF shall be constructed and operated as an integrated component of the State Water Project, and DWR will continue to operate the State Water Project at its sole discretion.
- b. The DCF is an authorized component of the State Water Project pursuant to California Water Code sections 11100 et seq. and 12930 et seq.
- c. Effective Date: A contract amendment pursuant to this AIP shall have an effective date no sooner than the billing transition date set forth in State Water Project Water Supply Contract Amendment known as The Contract Extension Amendment.
- d. Administration of DCF: DWR will forecast and account for Project Water attributable to the DCF and DWR will determine whether or not that Project Water would not have been available at Clifton Court Forebay. A whitepaper describing the DWR's and the PWAs' current understanding of the approach on forecasting, administration, and accounting is contained in Attachment 1. Attachment 1 will not be incorporated into contract language.

V. Objective 4 - Delta Conveyance Facility billing

- a. These costs would be billed to and collected from SWP PWAs consistent with the Delta Facilities Allocation Factor table below through their annual SOC.
- b. Delta Conveyance Facilities Charge Components:** All capital and minimum operations, maintenance, power and replacement (OMP&R) costs associated with the DCF are 100% reimbursable and shall be recovered by DWR from PWAs through their annual SOC consistent with the Delta Facilities Allocation Factor table. These costs shall be allocated to and billed under two new charges as follows:

(1) Delta Conveyance Facilities Capital Charge Component.

(2) Delta Conveyance Facilities Minimum OMP&R Component.

- c. Delta Conveyance Facilities Capital Charge Component Method of Computation**
1. This computation will recover actual annual debt service created by financing activities (Financing Method) for DCF.
 2. Each Financing Method shall provide an annual repayment schedule, which includes all Financing Costs.
 3. Financing Costs shall mean the following: Principal of and interest on Revenue Bonds, debt service coverage required by the applicable bond resolution or indenture in relation to such principal and interest, deposits to reserves required by the bond resolution or indenture in relation to such Revenue Bonds, and premiums for insurance or other security obtained in relation to such Revenue Bonds.
- d.** Financing Method shall be divided into four categories: DCF Capital Costs paid with the proceeds of Revenue Bonds; DCF Capital Costs paid with amounts in the State Water Resources Development System Reinvestment Account; DCF Capital Costs paid annually for assets that will have a short Economic Useful Life or the costs of which are not substantial, and DCF Capital Costs prepaid by the PWAs consistent with the Delta Facilities Allocation table.
- e.** DCF Capital Charge Component should be allocated to the PWAs in proportion to the Delta Conveyance Facilities Allocation Factors for each calendar year and consistent with the Delta Facilities Allocation Factor table.
- f. Delta Conveyance Facilities Minimum OMP&R Charge Component Method of Computation**
1. Recovery will be estimated and/or actual annual OMP&R costs determined for the DCF each year.
 2. DCF Minimum OMP&R Charge Component shall be allocated to the PWAs in proportion to the Delta Conveyance Facilities Allocation Factors for each calendar year.
- g. Delta Conveyance Facilities Energy Charges:** The DCF energy costs are 100% reimbursable by the PWAs and the methodology will be determined by DWR, reviewed in the SWRDS Finance Committee, and approved by the Director.

- h. **Redetermination:** These charges shall be subject to redetermination.
- i. **Step-up:** PWAs that execute a contract amendment to opt out will not be allocated any portion of a step-up required in the event of a default on a DCF Capital Charge.
- j. **Delta Conveyance Facilities Allocation Factors:** The following table is a preliminary allocation of DCF participation percentages. Only PWAs with a greater than 0 percentage would be billed for DCF Charge Components through their annual SOC, using the Delta Conveyance Facility Allocation Factors described in the table. PWAs with a zero allocation factor would not be billed for repayment of costs for construction, operation and maintenance of facilities associated with DCF, except to the extent there is a permanent transfer of Table A which would increase a PWA from a greater than zero allocation factor through a subsequent contract amendment.

Public Water Agency	Delta Conveyance Facilities Allocation Factors
City of Yuba City	0
County of Butte	0
Plumas County FC&WCD	0
Napa County FC&WCD	0
Solano County Water Agency	0
Alameda County FC&WCD, Zone 7	
Alameda County Water District	
Santa Clara Valley Water District	
Dudley Ridge Water District	
Empire-West Side Irrigation District	0
Kern County Water Agency-Total	
County of Kings	0
Oak Flat Water District	0
Tulare Lake Basin Water Storage District	0
San Luis Obispo County FC&WCD	
Santa Barbara County FC&WCD	0
Antelope Valley-East Kern Water Agency	
Santa Clarita Valley Water Agency	
Coachella Valley Water District	
Crestline-Lake Arrowhead Water Agency	
Desert Water Agency	
Littlerock Creek Irrigation District	0
Mojave Water Agency	
Palmdale Water District	

San Bernardino Valley Municipal Water District	
San Gabriel Valley Municipal Water District	
San Geronio Pass Water Agency	
The Metropolitan Water District of Southern California	
Ventura County Watershed Protection District	
Total	100.000%

VI. Objective 5 - Delta Conveyance Facility Benefits Allocation

- a. PWAs that execute a contract amendment to opt out of DCF costs and benefits will agree, within that amendment, to the following:
 - i. Charges as set forth in Section V of this AIP will not appear on its SOC.
 - ii. Forego and waive any contractual rights to the following:
 - a. Right to or delivery of Project Water attributable to the DCF, provided that DWR determines that such water would not have been available for diversion at Clifton Court Forebay. This AIP will not modify the amounts within Table A but will memorialize this limited reduction for DCF Benefits by adding a footnote to the PWA's Table A to reflect their zero allocation for DCF Benefits.
 - b. Any contractual rights to or delivery of Article 21 Interruptible Water prior to the point(s) in time each year DWR determines that a volume of water equal to the volume of current year Project Water for Table A in San Luis Reservoir attributable to DCF in the SWP share of San Luis Reservoir storage will be displaced or evacuated by a quantity of exports equal to the quantity of exports from Clifton Court Forebay that would have been stored in San Luis Reservoir absent the DCF. Provided that, when Article 21 Interruptible Water supply is greater than demand from PWAs with a greater than zero Delta Conveyance Facility Allocation factor, Article 21 Interruptible Water will be made available to all PWAs based on Table A percentage.
 - c. Any contractual rights to or delivery of Article 21 Interruptible Water attributable to the DCF after a volume of water equal to the volume of current year Project Water for Table A in San Luis Reservoir attributable to DCF has been evacuated or displaced by the exports from Clifton Court Forebay that would have been stored in San Luis Reservoir absent DCF. Provided that, when Article 21 Interruptible Water supply is greater than demand from PWAs with a greater than zero Delta

- Conveyance Facility Allocation Factor, Article 21 Interruptible Water will be made available to all PWAs based on Table A percentage.
- d. Right to use DCF conveyance capacity unused by DWR for SWP purposes to convey non-project water, except as provided in subsection h.
 - e. Right to use available DCF conveyance capacity to convey Project Water in the event that pumping directly from the south Delta is prevented or impaired by a physical, regulatory or contractual disruption, including but not limited to sea level rise, seismic events, flooding, or other uncontrollable event.
 - f. Right to carriage water savings that DWR determines are realized during its operation of any DCF for purposes of conveying Project Water.
 - g. Right to any credit from Fair Compensation collected by DWR for use of available DCF conveyance capacity.
 - h. Rights to use of the DCF, unless a subsequent contract with DWR is entered that provides for payment of Fair Compensation associated with such use.
- iii. For the North of Delta PWAs, DWR will not change the current administrative process for determining the availability of Article 21 due to the DCF. This process will be documented in the Article 21 administration that is distributed via a Notice to Contractors.
- b. PWAs that execute a contract amendment to assume costs and benefits of the DCF will agree, within that amendment, to the following:
 - i. Charges will appear on the SOC as set forth in the table in the percentages shown in Section V of this AIP.
 - ii. DCF Benefits in proportion to the percentage table in Section V of this AIP, including but not limited to:
 - a) Delivery of Table A amounts diverted at and conveyed through the DCF. This AIP will not modify the amounts within Table A but will memorialize this DCF Benefits by amending the PWA's Table A with a footnote. The footnote will recognize each PWA's DCF Benefits consistent with the Delta Conveyance Facilities Allocation Factors.
 - b) Article 21 Interruptible Water attributable to DCF.
 - c) Available DCF conveyance capacity unused by DWR for SWP purposes, to convey non-project water for ultimate use within that PWA's service area.
 - d) Carriage water savings that DWR determines are realized during its operation of any DCF for purposes of conveying Project Water.
 - e) Available DCF conveyance capacity to convey Project Water in the event that pumping in the south Delta is prevented or impaired by a physical, regulatory or contractual disruption, including but not limited to sea level rise, seismic events, flooding, or other uncontrollable event.

- f) A credit from Fair Compensation collected by DWR for use of available DCF conveyance capacity.
- c. Nothing in this AIP changes Article 18(a) in the existing State Water Project Water Supply Contracts.

VII. Objective 6 - Affect Upon Other Water Supply Contract Provisions

- a. Unless specifically stated in this AIP and incorporated into a subsequent contract amendment, there are no changes to the PWAs' rights and obligations under the existing State Water Project Water Supply Contracts.
- b. Transfers and exchanges are not intended to be modified under this AIP and shall be subject to the provisions of the then existing State Water Project Water Supply Contracts.

VIII. Other Provisions

- a. Clifton Court Forebay Diversion Priority: In the event that DWR uses its discretion to move Project Water through the DCF that could have been moved through Clifton Court Forebay Intake, PWAs with a greater than zero Delta Conveyance Facilities Allocation Factor will be given a first priority of available capacity, as determined by DWR, based on their percentage in section V to move up to that same amount of non-project water at Clifton Court Forebay Intake.

IX. Environmental Review Process

DWR and the PWAs agree that this AIP is intended to be used during the environmental review process for the California Environmental Quality Act (CEQA), to define the proposed project description for the purposes of CEQA, and to permit the next steps of the SWP water supply contract amendment process, including scoping and the preparation of the EIR. The AIP principles are not final contract language and do not represent a contractual commitment by either DWR or the PWAs to approve any proposed project or to sign contract amendments. By concurring with the AIP, DWR and the PWAs express their intent to move forward with the CEQA process with DWR as lead agency and the PWAs as responsible agencies, and ultimately develop a proposed project consisting of contractual amendments consistent with the AIP principles and prepare the EIR for consideration by DWR and the PWAs.

At the end of the CEQA process and in compliance with CEQA, DWR and the PWAs will each individually evaluate the EIR and Contract Amendment, exercise their independent judgment, and determine whether or not to certify the EIR, approve the proposed project and sign the contract amendment or to approve an alternative project. Consequently, even though DWR and the PWAs have agreed to the AIP

for the purposes described in the preceding paragraphs, DWR and each PWA retain their full discretion under CEQA to consider and adopt mitigation measures and alternatives, including the alternative of not going forward with the proposed project.

Attachment 1: Final White Paper

I. Background

This white paper describes current understanding of how the Department of Water Resources (DWR) would account for and administer the Delta Conveyance Facility (DCF) Benefits. DWR will include information regarding the accounting and administration of water attributable to DCF in relevant Notice(s) to State Water Project Contractors consistent with prior practice. No legally binding obligations are created by this white paper. This white paper may be updated from time to time by DWR, in consultation with the Public Water Agencies (PWAs), in response to factors including, but not limited to, changes in laws, regulations or permits applicable to DWR and/or the State Water Project (SWP). Capitalized terms not defined herein shall have the meanings ascribed to them in the DCF Agreement in Principle (AIP).

II. Draft Delta Conveyance Accounting and Administration Concepts

The DCF will be integrated into the State Water Project and operated to provide maximum flexibility to meet water supply, regulatory requirements and contractual obligations. There are some PWAs that may opt out of the DCF Benefits and charges. For this reason, it will be necessary to account for DCF Benefits. DCF Benefits are described in the AIP and are “those water supply and capacity benefits attributable to the DCF including but not limited to: (1) Table A water supplies; (2) Article 21 water supplies; (3) carriage water savings; (4) reliable water supply and use of DCF available capacity in the event of a temporary or permanent physical, regulatory, or contractual disruption of southern Delta diversions; and (5) use of DCF available capacity to move non-Project Water through the proposed DCF.” To account for DCF Benefits, DWR will need to determine the amount of water attributable to the DCF. DWR will primarily use two tools: 1) **forecasting** Project Water attributable to the DCF for the coming year; and, 2) **accounting** for Project Water attributable to the DCF in a timely manner. Both are described below.

A. Forecasting- DWR will forecast, as shown below, to quantify the amount of Project Water attributable to DCF.

1. DWR anticipates that it will provide three water supply allocation forecasts:
 - a. North of Delta allocation that includes water attributable to the south Delta diversions (similar to current practice).
 - b. South of Delta allocation that includes water attributable to the south Delta diversions (similar to current practice).
 - c. Allocation of water attributable to the DCF.
2. The allocation forecasts will continue to be updated monthly and each forecast will include updated information on hydrology including runoff projections, SWP storage conditions, PWA demands, regulatory requirements, and actual exports attributable to the south Delta diversions and the DCF.

3. DWR will continue to include in the allocation forecasts any potential DCF capacity available for conveyance of non-Project Water.
4. Seasonal Forecast: Should conditions warrant additional forecasts, (i.e. wet hydrological conditions and/or DWR determines that San Luis Reservoir is likely to fill) DWR will provide more frequent forecasts on one or more of the following:
 - a. San Luis Reservoir fill projection.
 - b. Potential Article 21 availability.

B. Accounting

1. DWR will continue to create operational schedules for the south Delta and the DCF which will include any operational constraints and in accordance with applicable regulatory requirements and contractual obligations in order to account for water attributable to the DCF.
2. DWR will reconcile water exports attributable to DCF and the south Delta facilities in a timely manner.
3. If there is a difference in the amount of water conveyed through the south Delta facilities between the planned operations and actual operations there will be a determination about the cause of any identified differences. If the difference is due to a physical, regulatory, or contractual disruption of south Delta diversions or other south Delta restrictions, then water conveyed through the DCF will be considered water attributable to DCF. If the difference is the result of DWR's discretionary decision to convey Table A water through the DCF instead of south Delta, no charge/credit will occur. However, DWR will estimate the carriage water savings associated with the discretionary use of DCF and carriage water savings will be considered water attributable to DCF.
4. Carriage water savings that DWR determines are realized by conveying Project Water through the DCF that would have otherwise been moved through the south Delta facilities, will be credited to Participants. PWAs with a zero Delta Conveyance Allocation Factor that make arrangements with DWR to pay for use of available capacity in the DCF for non-Project Water may be credited carriage water savings associated with this use.
5. Available DCF capacity, as determined by DWR, to convey transfers and exchanges of Project Water between PWAs with a Delta Conveyance Facility Allocation Factor of zero and PWAs with a greater than zero Delta Conveyance Facility Allocation Factor is interpreted as capacity in the DCF attributed to the PWAs with a greater than zero Delta Conveyance Facility Allocation Factor and no additional capital or minimum operations, maintenance, power and replacement (OMP&R) charges for use of DCF capacity will apply notwithstanding any PWA's interpretation of existing contract language to the contrary. Nothing in this provision shall be construed as altering any party's position regarding the application for use of facility charges in other contexts.
6. **Article 21 attributable to DCF for South of Delta PWAs:** As set forth in the AIP, PWAs opting out of the DCF will influence the administration of water made available pursuant to Article 21. To determine the quantity of Article 21 water that PWAs with a zero Delta Conveyance Facilities

Allocation Factor will initially forego and the quantity of Article 21 water those PWAs with a Delta Conveyance Facilities Allocation Factor greater than zero will receive, it is necessary to determine the amount of water attributable to the DCF in the San Luis Reservoir at Point A. Determining this water quantity will provide the basis upon which DWR can administer the DCF Benefits contained in the contract amendment that results from the AIP.

- a. Process (See Table 1):
 - i. **Point A:** The point at which DWR determines Article 21 water attributable to DCF will be available. DWR will determine volume of Project Water for Table A attributable to the DCF in San Luis Reservoir.
 - ii. DWR will work with PWAs to develop an accounting methodology that considers exports attributed to DCF, exports from south Delta facilities, deliveries to PWAs, San Luis Reservoir fill point and the PWAs DCF allocation factors to determine the volume of Project Water for Table A in San Luis Reservoir attributable to DCF at Point A.
 - iii. **Point B:** The point at which DWR determines Article 21 water would have been made available absent Project Water for Table A attributable to DCF in San Luis Reservoir, and/or DWR determines through the accounting process that San Luis Reservoir would have filled absent current year Project Water attributable to DCF. This point is reached when a volume of water equal to the volume of current year Project Water for Table A in San Luis Reservoir attributable to DCF at Point A has been displaced or evacuated by the quantity that would have been exported from Clifton Court Forebay and stored in San Luis Reservoir absent the DCF.
- b. Deliveries of Article 21 water attributable to DCF Between Point A and Point B:
 - i. PWAs may submit Article 21 requests to DWR prior to point A. DWR will satisfy those requests according to the following priority:
 1. PWAs up to their Delta Conveyance Facility Allocation Factor;
 2. All PWAs based on Table A percentage. Only Variable and DCF Energy charges will apply for those PWAs with a greater than zero Delta Conveyance Facility Allocation Factor. For those PWAs with a zero Delta Conveyance Facility Allocation Factor, Article 21 water will be made available at the following charges:
 - a. the Variable and DCF Energy charges for the amount up to Article 56(c)(1) and Article 56(c)(2) water spilled within the PWAs proportionate share of San Luis Reservoir storage at Point A;
 - b. Fair Compensation for any additional amounts.
- c. Deliveries of Article 21 water attributable to DCF After Point B:
 - i. PWAs may submit requests to DWR. DWR will satisfy those requests according to the following priority:

1. PWAs’ proportion based upon the Delta Conveyance Facility Allocation Factors;
2. All PWAs based on Table A percentage. Only Variable and DCF Energy charges will apply for those PWAs with a greater than zero Delta Conveyance Allocation Factor. For those PWAs with a zero Delta Conveyance Facility Allocation Factor, this water will be provided at Fair Compensation.

TABLE 1: Article 21 Interruptible Water Attributable to the Delta Conveyance Facilities		
PWA	Point A - Point B	At/After Point B
FIRST PRIORITY: PWAs participating in DCF (PWAs with a greater than zero DCF Allocation Factor %)	<ul style="list-style-type: none"> • Quantity (AF): Up to DCF Allocation Factor % • Charge (\$): Variable and DCF Energy Charges 	<ul style="list-style-type: none"> • Quantity (AF): Up to DCF Allocation Factor % • Charge (\$): Variable and DCF Energy Charges
SECOND PRIORITY: All PWAs	<ul style="list-style-type: none"> • Quantity (AF): Based on Table A % • Charge to DCF Participant (\$): Variable and DCF Energy Charges • Charge to DCF Non-Participant for AF <= to spilled carryover water (\$): Variable and DCF Energy Charges • Charge to DCF Non-Participant for AF > spilled carryover water (\$): Fair Compensation 	<ul style="list-style-type: none"> • Quantity (AF): Based on Table A % • Charge to DCF Participant (\$): Variable and DCF Energy Charges • Charge to DCF Non-Participant (\$): Fair Compensation

C. Collaborative Development of Administrative Procedures

As a subset to the Water Operations Committee, a DCF workgroup will be created similar to the current San Luis Reservoir Workgroup. This group will meet and confer as needed, and may discuss items such as forecasting, operations, accounting, and administration of the DCF. Members may include representatives from DWR (SWPAO and OCO) and PWAs and will report back to the PWA Water Operations Committee.



CENTRAL COAST WATER AUTHORITY

MEMORANDUM

June 17, 2020

TO: CCWA Board of Directors

FROM: Ray A. Stokes
Executive Director 

SUBJECT: CCWA Warren Act Contract for Transportation of State Water Into Lake Cachuma for the South Coast CCWA Project Participants

SUMMARY

CCWA entered into a Warren Act Contract with the United States Bureau of Reclamation (Bureau) in 1995 to allow CCWA to deliver State Water into Lake Cachuma, which is owned by the Bureau, for the benefit of the CCWA South Coast project participants, specifically, the City of Santa Barbara, Goleta Water District, Montecito Water District, Carpinteria Valley Water District, La Cumbre Mutual Water Company, Raytheon Systems Company and the Morehart Land Company.

The current Warren Act Contract expires on July 25, 2020 and a new contract must be executed to allow CCWA to continue to pump South Coast Project Participant State Water into Lake Cachuma.

This report will provide a brief overview of the process to date to renew the Warren Act Contract and the current status of the renewal process. Staff is currently reviewing the draft proposed contract recently received from the Bureau and will provide our recommendation at the Board Meeting.

DISCUSSION

A. Background

CCWA initiated discussions with the Bureau over a year ago to begin the process of obtaining a new long-term Warren Act Contract for delivery of State Water into Lake Cachuma. Since that time, there have been delays associated with moving the process forward, exacerbated by the COVID-19 pandemic beginning in March, and as a result, the Bureau is now proposing to issue a temporary five-year Warren Act Contract (Temporary Contract) while work continues on a long-term contract.

B. Draft Temporary Contract

On June 16, 2020, the Bureau provided the attached DRAFT Temporary Contract for CCWA's consideration. Although staff is still in the process of reviewing the draft provided, the Bureau's representative has stated that the intention of the Temporary Contract is to simply extend the term of the existing contract by 5 years, during which time a long-term contract will be negotiated. Based on staff's preliminary assessment, the draft Temporary Contract is

similar to the existing contract, with two notable exceptions. First, the Temporary Contract includes numerous provisions now standard to all federal contracts (see single-spaced text). Second, the Temporary Contract revises the maximum amount of State Water permitted to be pumped into Lake Cachuma in one year from 13,750 AF per year to 17,706 AF per year to conform to updated calculations of the maximum amount of State Water that can be pumped into the Lake in any year, based on the existing facilities and existing Table A amounts.

The attached Draft has been circulated to each of the South Coast agencies (Santa Barbara, Goleta, Carpinteria and Montecito) for their review.

C. Compliance with the California Environmental Compliance Act

The purpose of the Temporary Contract is to extend the existing contract for an ongoing project that was approved prior to November 12, 1970 for another 5 years. The renewal, in the form of the Temporary Contract, involves no construction, no new facilities, no changes in operation and no new or increased water supply. The fact that the Temporary Contract proposes to increase the quantity of water that may be delivered into the Lake conforms the contract to existing operations. Accordingly, based on staff's preliminary assessment of the draft Temporary Contract, staff has determined that CCWA's execution of the proposed Temporary Contract is exempt from CEQA. This determination is consistent with prior determinations made for similar Warren Act Contract renewals by other agencies.

D. Timing

As noted above, the existing contract expires on July 25, 2020.

Given the timing associated with the expiration of the current Warren Act Contract and to secure approval for CCWA's continued ability to deliver water into the Lake, CCWA staff making every effort to expedite the review and approval of renewal of the current contract, on substantially the same terms and conditions, on a temporary and short-term basis. Bureau staff has indicated their intention to finalize the Temporary Contract prior to July 25, 2020.

RECOMMENDATION

In light of the fact that the draft Temporary Contract was made available to staff only one day in advance of preparation of this report, Staff requires additional time to review the draft Temporary Contract, and receive comments from the South Coast Participants. Staff anticipates providing its recommendation to the Board of Directors at the upcoming Board Meeting on June 25, 2020.

RAS

Attachments

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Cachuma Project, California

TEMPORARY CONTRACT BETWEEN THE UNITED STATES
AND
THE CENTRAL COAST WATER AUTHORITY
PROVIDING FOR CONVEYANCE OF NON-PROJECT WATER

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17 [2nd] WHEREAS, on July 6, 1995, the Contractor and the Cachuma Project
18 Authority, a joint exercise of powers authority representing the Member Units entered into a
19 Memorandum of Understanding (MOU) for the creation of a trust fund dedicated to developing
20 and supporting water management programs and projects beneficial to the Cachuma Project with
21 the expectation that the United States would become a party to such MOU in conjunction with
22 entering into this Contract; and

23 [2nd] WHEREAS, the Contractor asserts a right to a Non-Project Water supply
24 for Municipal and Industrial purposes through its interest in the Non-Project Water supply from
25 the State Water Project and has requested the United States convey said Non-Project Water
26 through Excess Capacity in the and associated facilities and features of the Cachuma Project; and

27 [3rd] WHEREAS, the United States is willing to convey said Non-Project
28 Water to the Contractor through Excess Capacity in said Project Facilities in accordance with the
29 terms and conditions hereinafter stated; and

30 [4th] WHEREAS, the environmental compliance requirements for the execution
31 of this Contract have been met by **Insert date and document number or title of the appropriate**
32 **environmental document.**

33 NOW, THEREFORE, in consideration of the covenants herein contained, the
34 parties agree as follows:

35 DEFINITIONS

36 1. When used herein unless otherwise distinctly expressed, or manifestly
37 incompatible with the intent of the parties as expressed in this Contract, the term:

38 (a) “Calendar Year” shall mean the period January 1 through December 31,
39 both dates inclusive;

40 (b) “Contracting Officer” shall mean the Secretary of the Interior’s duly
41 authorized representative acting pursuant to this Contract or applicable Reclamation law or
42 regulation;

43 (c) “Contractor’s Boundaries” shall mean the geographic area within which
44 the Contractor is authorized to serve Non-Project Water as set forth on Exhibit A, which may be
45 modified in accordance with Article 24, without amendment of this Contract;

46 (d) “Conveyance or Convey” shall mean the transportation of Non-Project
47 water through any or all of the following: (i) the Lake, is the water is released from the Lake
48 within 30 days of its introduction or (ii) other Project facilities; and

49 (e) “Excess Capacity” shall mean capacity in the Project Facilities in excess
50 of that needed to meet the Project’s authorized purposes, as determined solely by the Contracting
51 Officer, which may be made available to convey and deliver Non-Project Water;

52 (k) “Non-Project Water” shall mean water acquired by or available to the
53 Contractor from the source(s) identified in Exhibit C that has not been appropriated or acquired
54 by the United States;

55 (l) “Operating Non-Federal Entity” or “Cachuma Operations Maintenance
56 Board” shall mean the non-Federal entity that has the obligation pursuant to a separate
57 agreement with the United States to operate and maintain all or a portion of the Project Facilities,
58 and which may have funding obligations with respect thereto;

59 (m) “Project” shall mean the Cachuma Project including but not limited to
60 Bradbury Dam, Lake Cachuma (Lake), Tecolote Tunnel (Tunnel), Lauro Reservoir, the South
61 Coast Conduit (Conduit) facilities constructed by the United States and managed by the
62 Department of the Interior, Bureau of Reclamation;

63 (n) "Project Facilities" shall mean the associated facilities, constructed as
64 features of the Cachuma Project;

65 (p) "Project Water" shall mean all water that is developed, diverted, stored, or
66 delivered by the Secretary in accordance with the statutes authorizing the Project and in
67 accordance with the terms and conditions of water rights acquired pursuant to California law;

68 (q) "Rates" shall mean the amount to be paid to the United States by the
69 Contractor, as set forth in Exhibit B, for the use of Excess Capacity in the Project Facilities made
70 available pursuant to this Contract;

71 (s) "Secretary" shall mean the Secretary of the Interior, a duly appointed
72 successor, or an authorized representative acting pursuant to any authority of the Secretary and
73 through any agency of the Department of the Interior; and

74 (t) "Spill" shall mean an event during which (i) the Lake surface is above the
75 Maximum Conservation Storage Pool Elevation and releases are being made through the
76 spillway, or (ii) releases are being made through the outlet works valves to maintain the Lake
77 surface at the Maximum Conservation Storage Pool Elevation. "Maximum Conservation
78 Storage Pool Elevation" is the elevation above which water may not be stored for the purpose of
79 conservation under applicable law, regulation, or operating criteria and procedures. As of the
80 effective date of this Contract, the Maximum Conservation Storage Pool Elevation is 750.0 feet
81 Mean Sea Level. ;and

82 (t) "Year" shall mean the period from and including October 1 of the
83 Calendar Year through the last day of September of the following Calendar Year.

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TERM OF CONTRACT

2. This Contract shall become effective on the date hereinabove written and shall remain in effect through September 30, 2024: Provided, That upon written notice to the Contractor, this Contract may be terminated by the Contracting Officer at an earlier date, if the Contracting Officer determines that the Contractor has not been complying with one or more terms or conditions of this Contract.

INTRODUCTION, CONVEYANCE, AND DELIVERY OF NON-PROJECT WATER

3. (a) During the term of this Contract, the Contractor may introduce up to 17,706 acre-feet each Year of Non-Project Water from the source(s) identified in Exhibit C into the Project Facilities at Lake Cachuma. The United States or the designated Operating Non-Federal Entity shall convey Non-Project Water through Excess Capacity in the Project Facilities from said point(s) of introduction for delivery to the Contractor at the Tunnel or other location(s) mutually agreed to in writing by the Contracting Officer and the Contractor, in accordance with an approved schedule submitted by the Contractor pursuant to subdivision (d) of this Article: Provided, That the quantity of Non-Project Water to be delivered to the Contractor from Project Facilities shall not exceed the quantity of Non-Project Water previously introduced into the Project Facilities by the Contractor at said point(s) of introduction.

(a.1) In the event the quantity of water delivered to the Contractor exceeds the quantity of Non-Project water authorized pursuant to subdivision (a) of this Article, the Contractor shall immediately take all reasonable actions to make available a like amount of water, plus conveyance loss, into the Project Facilities for use by the United States for Project purposes. The provisions of this subdivision are not exclusive and shall not prohibit the United

106 States from exercising any other remedy under existing law, including the early termination of
107 this Contract pursuant to Article 2 of this Contract.

108 (b) Exhibit C may be modified or replaced by mutual agreement of the
109 Contractor and the Contracting Officer to reflect changes to the source(s) of Non-Project water
110 without amendment of this Contract: Provided, however, That no such modification or
111 replacement shall be approved by the Contracting Officer absent the completion of all
112 appropriate environmental documentation, including but not limited to documents prepared
113 pursuant to the National Environmental Policy Act of 1969 (NEPA) and the Endangered Species
114 Act of 1973 (ESA), as amended.

115 (c) All Non-Project Water conveyed and delivered to the Contractor pursuant
116 to this Contract shall be used for Municipal and Industrial purposes.

117 (d) Prior to the introduction of Non-Project Water into the Project Facilities,
118 the Contractor shall submit a schedule to the Contracting Officer and the designated Operating
119 Non-Federal Entity showing the quantities of Non-Project Water to be introduced into the
120 Project Facilities, and the desired time or times for delivery of said Non-Project Water:
121 Provided, That the Contractor is not required to initially schedule delivery of the maximum
122 quantity of Non-Project Water for which the Contractor desires conveyance during the term of
123 this Contract. The initial schedule and any revision(s) thereof shall be in a form acceptable to the
124 Contracting Officer and shall be submitted at such times and in such manner as determined by
125 the Contracting Officer. The Contractor shall not introduce Non-Project Water into the Project
126 Facilities unless and until the schedule and any revision(s) thereof have been approved by the
127 Contracting Officer.

128 (e) All Non-Project Water remaining in the Project Facilities after 30 days
129 from the date of introduction or upon expiration or termination of this Contract shall be deemed
130 to be unused water donated to the United States for Project purposes. Further, all Non-Project
131 Water made available for delivery to the Contractor from the Project Facilities and not accepted
132 by the Contractor shall be deemed to be unused water donated to the United States for Project
133 purposes.

134 (f) If Spill occurs from the Lake, the first water Spilled shall be deemed to be
135 the Non-Project Water then in the Lake. No Non-Project Water shall be introduced into the Lake
136 during a Spill: Provided, That the Contracting Officer will, to the extent possible, inform the
137 Contractor by written notice, or otherwise, of any impending Spill from the Lake: and Provided
138 further, That to the extent to Non-Project Water is en route to and/or Stored in the Lake, when
139 the Contractor has been so informed, such Non-Project Water shall, at the Contractor's request,
140 be released into the Tunnel or into the Santa Ynez River, to the extent the United States is able to
141 do so as conclusively determined by the Contracting Officer.

142 (g) The quantity of Non-Project Water shall be subject to seepage or
143 evaporation loss when Stored in the Lake, The quantity of water which seeps or evaporates from
144 the Lake shall be determined by the Contracting Officer and prorated between the Non-Project
145 Water and Project water on a monthly basis.

146 (h) The Contracting Officer shall permit the Contractor to utilize Excess
147 Capacity to Store and/or Convey Non-Project Water each Year prior to permitting such use by
148 any other individual, agency or entity, excepting use of Excess Capacity by a Member Unit (or
149 successor) pursuant to an agreement between the United States and that Member Unity, which
150 use shall be considered to be of equal priority with a use of Excess Capacity by the Contractor.

151 (i) Unless otherwise agreed to in writing by the Contracting Officer, the Non-
 152 Project Water shall be introduced into and delivered to the Contractor through existing Project
 153 Facilities. If temporary inflow or delivery facilities are required to effectuate the introduction of
 154 Non-Project Water into the Project Facilities or the delivery of the Non-Project Water to the
 155 Contractor from the Project Facilities, the Contractor shall, at its own cost and expense obtain all
 156 appropriate environmental documents, necessary rights-of-way for such facilities, including the
 157 appropriate right of-use agreement(s) or other authorizations issued by the United States for any
 158 such facilities located on right-of-way for existing Project Facilities. The Contractor, at its own
 159 cost and expense, shall be responsible for providing, installing, operating, maintaining, repairing,
 160 replacing, and removing said inflow and delivery facilities. The Contractor hereby grants to the
 161 Contracting Officer and the Operating Non-Federal Entity access, for the purpose of this
 162 Contract, to all temporary inflow and delivery facilities installed by the Contractor.

163 (l) The introduction of Non-Project Water into the Project Facilities by the
 164 Contractor shall be conditioned upon compliance by the Contractor with the environmental
 165 measures described in the environmental documentation prepared in connection with the
 166 execution of this Contract and with the terms of the applicable operations procedures approved
 167 by the Contracting Officer.

168 MEASUREMENT OF NON-PROJECT WATER

169 4. (a) The quantity of Non-Project Water shall be measured and recorded prior
 170 to the point of introduction into the Lake and at the point of diversion from the Lake as provided
 171 in this article.

172 (b) The Non-Project Water introduced into the Lake shall be measured and
 173 recorded at the Santa Ynez Pumping Plant by the Contractor with devices approved by the

174 Contracting Officer. The Contractor shall examine, test and service the measuring and recording
175 devices. Upon the written request of either party or at least once a calendar year, the
176 Contractors and the Contracting Officer shall investigate the accuracy of the measuring and
177 recording devices required by this Contract and the Contractor shall promptly correct any errors
178 in measurement or recording disclosed by such investigation. If such device is found to be
179 defective or inaccurate, it shall be adjusted, repaired, or replaced without expense to the United
180 States. In the event the Contractor neglects or fails to make such repairs or replacements within
181 a reasonable time and to the reasonable satisfaction of the Contracting Officer, the Contracting
182 Officer shall determine the appropriate measurements to be used to implement this Contract
183 pending the Contractor's completion of the necessary repairs or replacements.

184 (c) The Non-Project water delivered from the Lake shall be measured and
185 recorded at the Tunnel. The Member Units currently provide for measurement and recordation
186 of water delivered by or through Project Facilities including the Tunnel, and responsible for the
187 accuracy and servicing of the measuring and recording devices at the Tunnel, which
188 responsibilities are carried out through COMB. Therefore, the Contractor shall seek to engage
189 the services of COMB or any successor entity thereof designated by the Member Units to
190 measure and record the quantity of Non-Project Water at the Tunnel. If COMB or any successor
191 entity declines or is unable to perform such service, the Contractor shall otherwise provide for
192 measurement and recordation of Non-Project Water diverted from the Lake including the
193 accuracy of measuring and recording devices in a manner similar to that described in paragraph
194 4(b) above.

195 (d) Upon the request of either party to this Contract, the Contracting Officer
196 shall investigate, or cause to be investigated by the Operating Non-Federal Entity, the accuracy

197 of all measurements of Non-Project Water required by this Contract. If the investigation
198 discloses errors in the recorded measurements, such errors shall be promptly corrected. If the
199 investigation discloses that measurement devices are defective or inoperative, the Contracting
200 Officer shall take any necessary actions to ensure that the responsible party makes the
201 appropriate adjustments, repairs, or replacements to the measurement devices. In the event the
202 Contractor, as the responsible party, neglects or fails to make such adjustments, repairs, or
203 replacements to the measurement devices within a reasonable time and to the reasonable
204 satisfaction of the Contracting Officer, the Contracting Officer may cause such adjustments,
205 repairs, or replacements to be made and the costs thereof shall be charged to the Contractor and
206 the Contractor shall pay said charges to the United States immediately upon receipt of a detailed
207 billing. For any period of time during which accurate measurements of the Non-Project Water
208 have not been made, the Contracting Officer shall consult with the Contractor and the Operating
209 Non-Federal Entity prior to making a determination of the quantity of Non-Project Water
210 introduced, conveyed and delivered for that period of time and such determination by the
211 Contracting Officer shall be final and binding on the Contractor.

212 OPERATION AND MAINTENANCE BY OPERATING NON-FEDERAL ENTITY

213 5. (a) The operation and maintenance (O&M) of a portion of the Project
214 Facilities to be used to introduce, convey and deliver the Non-Project Water to the Contractor,
215 and responsibility for funding a portion of the costs of such O&M, have been transferred from
216 the United States to the COMB, the designated Operating Non-Federal Entity, pursuant to a
217 separate agreement, identified as amended Contract No. 14-06-200-5222R, dated March 1, 2003.
218 That separate agreement shall not interfere with or affect the rights or obligations of the
219 Contractor or the United States hereunder.

243 shown on Exhibit B for each acre-foot of Non-Project Water to be introduced into the Project
244 Facilities. Non-Project Water shall not be introduced into Project Facilities by the Contractor
245 prior to such payment being received by the United States.

246 (b) In the event the quantity of water delivered to the Contractor
247 exceeds the quantity of Non-Project Water authorized pursuant to subdivision (a) of Article 3 of
248 this Contract, that additional amount of water shall be deemed Project water delivered to the
249 Contractor, and an equivalent quantity of water shall be deducted from the Contractor's Project
250 water supply available thereafter under that certain "Contract Between the United States and
251 Santa Barbara County Water Agency Providing for Project Water Service," designated Contract
252 No. I75r-1802R, dated April 14, 1996, as amended, and payment shall be made at the applicable
253 rate identified on Exhibit B to said contract. The provisions of this subdivision are not exclusive
254 and shall not prohibit the United States from exercising any other remedy, including the early
255 termination of this Contract pursuant to Article 2 of this Contract.

256 (c) The amount of any overpayment by the Contractor by reason of the
257 quantity of Non-Project Water introduced into the Project Facilities and conveyed pursuant to
258 this Contract, as conclusively determined by the Contracting Officer, having been less than the
259 quantity which the Contractor otherwise under the provisions of this Contract would have been
260 required to pay for, shall be applied first to any accrued indebtedness arising out of this Contract
261 then due and owing to the United States by the Contractor. Any amount of such overpayment
262 then remaining shall be refunded to the Contractor: Provided, however, That no refund shall be
263 made by the United States to the Contractor for any quantity of Non-Project Water deemed to be
264 unused water donated to the United States for Project purposes pursuant to subdivision (e) of
265 Article 3 of this Contract.

266 (d) All payments made by the Contractor pursuant to subdivision (a) of this
267 Article 6 shall be covered into the Reclamation Fund pursuant to Section 3 of the Act of
268 February 21, 1911 (36 Stat. 925).

269 (e) The payment of the Rates set forth in this Article 6 for the use of Excess
270 Capacity are exclusive of O&M costs to be paid directly to the Operating Non-Federal Entity by
271 the Contractor, and any additional charges that the Contractor may assess its water users. In
272 accordance with the Act of February 21, 1911 (36 Stat. 925), the Contractor may not impose on
273 its water users any charge for the use of Excess Capacity that exceeds the total amount paid to
274 the United States and to the Operating Non-Federal Entity: Provided, That the Contractor may
275 also charge its water users such additional amounts as are necessary to cover the Contractor’s
276 reasonable administrative costs in contracting with the United States for the use of Excess
277 Capacity in the Project Facilities.

278 MEDIUM FOR TRANSMITTING PAYMENTS

279 7. (a) All payments from the Contractor to the United States under this Contract
280 shall be by the medium requested by the United States on or before the date payment is due. The
281 required method of payment may include checks, wire transfers, or other types of payment
282 specified by the United States.

283 (b) Upon execution of the Contract, the Contractor shall furnish the
284 Contracting Officer with the Contractor’s taxpayer’s identification number (TIN). The purpose
285 for requiring the Contractor’s TIN is for collecting and reporting any delinquent amounts arising
286 out of the Contractor’s relationship with the United States.

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EXCESS CAPACITY

8. (a) The availability of Excess Capacity shall be determined solely by the Contracting Officer. Nothing contained in this Contract shall limit or preclude the United States from utilizing available capacity in the Project Facilities for the storage and conveyance of Project Water pursuant to Federal law, Reclamation law or policy, and existing contract(s); or for using Excess Capacity in the Project Facilities for the storage and conveyance of any other supplies of Non-Project Water.

(b) The Contracting Officer and the Operating Non-Federal Entity shall not be obligated to convey Non-Project Water during periods of maintenance or for other operating requirements.

(c) If at any time the Contracting Officer determines that there will not be Excess Capacity in the Project Facilities sufficient to allow the Non-Project Water to be introduced into, conveyed, and delivered in accordance with an approved schedule submitted by the Contractor, the Contracting Officer shall so notify the Contractor in writing. Within 24 hours of said notice, the Contractor shall revise its schedule accordingly.

(d) No provision of this Contract shall be construed in any way as a basis for the Contractor to establish a priority to or a permanent right to the use of Excess Capacity in the Project Facilities nor to set a precedent to obligate the United States to enter into contracts with any other entities or individuals for the conveyance or storage of Non-Project Water.

ACREAGE LIMITATION PROVISIONS

9. (a) Omitted

337 (b) The Contractor shall indemnify and hold harmless the United States, its
 338 officers, agents and employees, and the Operating Non-Federal Entity, from any loss or damage
 339 and from any liability on account of personal injury, death, or property damage, or claims for
 340 personal injury, death, or property damage, of any nature whatsoever arising out of any actions
 341 or omissions of the Contractor, its directors, officers, agents, contractors, and employees, under
 342 this Contract, including the manner or method in which the Non-Project Water identified on
 343 Exhibit C is introduced into and delivered from the Project Facilities. The Contractor further
 344 releases the United States, its officers, agents and employees, and the Operating Non-Federal
 345 Entity, from every claim for injury to persons, death, or property damage, direct or indirect,
 346 resulting from the Contracting Officer’s determination of the quantity of Excess Capacity
 347 available in the Project Facilities for conveyance of the Contractor’s Non-Project Water, the
 348 determination that the Non-Project Water introduced into Project Facilities must be terminated,
 349 and the elimination from Exhibit C of any source(s) of Non-Project Water. Nothing contained in
 350 this Article shall be construed as an assumption of liability by the Contractor with respect to such
 351 matters.

352 RULES, REGULATIONS, OPINIONS AND DETERMINATIONS

353 13. (a) The parties agree that the delivery of water or the use of Federal facilities
 354 pursuant to this contract is subject to Federal reclamation law, as amended and supplemented,
 355 and the rules and regulations promulgated by the Secretary of the Interior under Federal
 356 reclamation law.

357
 358 (b) The Contracting Officer shall have the right to make determinations
 359 necessary to administer this Contract that are consistent with the provisions of this Contract, the
 360 laws of the United States and the State of California, and the rules and regulations promulgated
 361 by the Secretary of the Interior. Such determinations shall be made in consultation with the
 362 Contractor.

363
 364 (c) Where the terms of this Contract provide for actions to be based upon the
 365 opinion or determination of either party to this Contract, said terms shall not be construed as

366 permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or
367 determinations. Both parties, notwithstanding any other provisions of this Contract, expressly
368 reserve the right to seek relief from and appropriate adjustment for any such arbitrary, capricious,
369 or unreasonable opinion or determination. Each opinion or determination by either party shall be
370 provided in a timely manner. Nothing in subdivision (c) of this Article 13 is intended to or shall
371 affect or alter the standard of judicial review applicable under Federal law to any opinion or
372 determination implementing a specific provision of Federal law embodied in statute or
373 regulation.

374 PROTECTION OF WATER AND AIR QUALITY

375 14. (a) Project Facilities used to make available and deliver Non-Project Water to
376 the Contractor shall be operated and maintained in the most practical manner to maintain the
377 quality of the Non-Project Water at the highest level possible as determined by the Contracting
378 Officer: Provided, That the United States does not warrant the quality of the Non-Project Water
379 delivered to the Contractor and is under no obligation to furnish or construct water treatment
380 facilities to maintain or improve the quality of the Non-Project Water delivered to the
381 Contractor.

382 (b) The Contractor shall comply with all applicable water and air pollution
383 laws and regulations of the United States and the State of California; and shall obtain all required
384 permits or licenses from the appropriate Federal, State, or local authorities necessary for the
385 delivery of Non-Project Water by the Contractor; and shall be responsible for compliance with
386 all Federal, State, and local water quality standards applicable to surface and subsurface drainage
387 and/or discharges generated through the use of Project Facilities or Contractor facilities or Non-
388 Project Water provided by the Contractor within the Contractor's Boundaries.

389 (c) This Article 14 shall not affect or alter any legal obligations of the
390 Secretary to provide drainage or other discharge services.

391 (d) The Non-Project Water introduced into the Project Facilities shall be of
392 such quality, as determined solely by the Contracting Officer, as to not significantly degrade the
393 quality of the Project Water. If it is determined by the Contracting Officer that the quality of the
394 Non-Project Water from any source(s) identified in Exhibit C will significantly degrade the
395 quality of Project Water in or introduced into the Project Facilities, the Contractor shall, upon
396 receipt of a written notice from the Contracting Officer, arrange for the immediate termination of

397 the introduction of Non-Project Water from such sources(s) into the Project Facilities, and
398 Exhibit C shall be modified to delete such sources(s) of Non-Project Water.

399 (e) Exhibit D identifies the minimum water quality standards for monitoring
400 the quality of Non-Project Water introduced by the Contractor into Project Facilities. Exhibit D
401 identifies the laboratories approved by the Contracting Officer that are to be used for conducting
402 water quality analyses. The Contractor is responsible for sampling and analytical costs
403 associated with evaluating quality of the Non-Project Water. Non-Project Water introduced into
404 Project Facilities for purposes of water quality testing is considered Project water.

405 (f) At all times during the term of this Contract, the Contractor shall be in
406 compliance with the requirements of the then-current Quality Assurance Project Plan (Plan)
407 approved by the Contracting Officer to monitor Non-Project Water introduced into and conveyed
408 through the Project Facilities. The Plan describes the sample collection procedures, water testing
409 methods, and data review process, including quality control/quality assurance protocols, to verify
410 analytical results.

411 (g) The Contracting Officer reserves the right to require additional analyses to
412 ensure the Non-Project Water meets the Bureau of Reclamation's water quality acceptance
413 criteria.

414 CHARGES FOR DELINQUENT PAYMENTS

415 15. (a) The Contractor shall be subject to interest, administrative, and penalty
416 charges on delinquent payments. If a payment is not received by the due date, the Contractor
417 shall pay an interest charge on the delinquent payment for each day the payment is delinquent
418 beyond the due date. If a payment becomes 60 days delinquent, in addition to the interest
419 charge, the Contractor shall pay an administrative charge to cover additional costs of billing and
420 processing the delinquent payment. If a payment is delinquent 90 days or more, in addition to
421 the interest and administrative charges, the Contractor shall pay a penalty charge for each day the
422 payment is delinquent beyond the due date, based on the remaining balance of the payment due
423 at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt
424 collection services associated with a delinquent payment.

425 (b) The interest charge rate shall be the greater of either the rate prescribed
426 quarterly in the Federal Register by the Department of the Treasury for application to overdue
427 payments or the interest rate of 0.5 percent per month. The interest charge rate will be
428 determined as of the due date and remain fixed for the duration of the delinquent period.

429 (c) When a partial payment on a delinquent account is received, the amount
430 received shall be applied first to the penalty charges, second to the administrative charges, third
431 to the accrued interest, and finally to the overdue payment.

432 EQUAL EMPLOYMENT OPPORTUNITY

433 The following language is required by Executive Order No. 11246 of September 24, 1965, in all
434 government contracts unless and until it is superseded or amended.

435 16. During the performance of this Contract, the Contractor agrees as follows:

436 (a) The Contractor will not discriminate against any employee or applicant for
437 employment because of race, color, religion, sex, sexual orientation, gender identity, or national
438 origin. The Contractor will take affirmative action to ensure that applicants are employed, and
439 that employees are treated during employment, without regard to their race, color, religion, sex,
440 sexual orientation, gender identity, or national origin. Such action shall include, but not be
441 limited to the following: employment, upgrading, demotion, or transfer; recruitment or
442 recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and
443 selection for training, including apprenticeship. The Contractor agrees to post in conspicuous
444 places, available to employees and applicants for employment, notices to be provided by the
445 Contracting Officer setting forth the provisions of this nondiscrimination clause.

446 (b) The Contractor will, in all solicitations or advertisements for employees
447 placed by or on behalf of the Contractor, state that all qualified applicants will receive
448 consideration for employment without regard to race, color, religion, sex, sexual orientation,
449 gender identity, or national origin.

450 (c) (3) The contractor will not discharge or in any other manner discriminate
451 against any employee or applicant for employment because such employee or applicant has
452 inquired about, discussed, or disclosed the compensation of the employee or applicant or another
453 employee or applicant. This provision shall not apply to instances in which an employee who has
454 access to the compensation information of other employees or applicants as a part of such
455 employee's essential job functions discloses the compensation of such other employees or
456 applicants to individuals who do not otherwise have access to such information, unless such
457 disclosure is in response to a formal complaint or charge, in furtherance of an investigation,
458 proceeding, hearing, or action, including an investigation conducted by the employer, or is
459 consistent with the contractor's legal duty to furnish information.

460 (d) The Contractor will send to each labor union or representative of workers
461 with which it has a collective bargaining agreement or other contract or understanding, a notice,
462 to be provided by the Contracting Officer, advising the labor union or workers' representative of
463 the Contractor's commitments under Section 202 of Executive Order 11246 of September 24,

464 1965, and shall post copies of the notice in conspicuous places available to employees and
465 applicants for employment.

466 (e) The Contractor will comply with all provisions of Executive Order No.
467 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of
468 Labor.

469 (f) The Contractor will furnish all information and reports required by EO
470 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor,
471 or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting
472 Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with
473 such rules, regulations, and orders.

474 (g) In the event of the Contractor’s noncompliance with the nondiscrimination
475 clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be
476 canceled, terminated or suspended in whole or in part and the Contractor may be declared
477 ineligible for further Government contracts in accordance with procedures authorized in
478 Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and
479 remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule,
480 regulation, or order of the Secretary of Labor, or as otherwise provided by law.

481 (h) The Contractor will include the provisions of paragraphs (a) through (g) in
482 every subcontract or purchase order unless exempted by the rules, regulations, or orders of the
483 Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24,
484 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor
485 will take such action with respect to any subcontract or purchase order as may be directed by the
486 Secretary of Labor as a means of enforcing such provisions, including sanctions for
487 noncompliance: *Provided*, however, That in the event the Contractor becomes involved in, or is
488 threatened with, litigation with a subcontractor or vendor as a result of such direction, the
489 Contractor may request the United States to enter into such litigation to protect the interests of
490 the United States.

491 CERTIFICATION OF NONSEGREGATED FACILITIES

492 17. The Contractor hereby certifies that it does not maintain or provide for its
493 employees any segregated facilities at any of its establishments and that it does not permit its
494 employees to perform their services at any location under its control where segregated facilities
495 are maintained. It certifies further that it will not maintain or provide for its employees any
496 segregated facilities at any of its establishments and that it will not permit its employees to
497 perform their services at any location under its control where segregated facilities are
498 maintained. The Contractor agrees that a breach of this certification is a violation of the Equal
499 Employment Opportunity clause in this Contract. As used in this certification, the term
500 “segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms,
501 restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas,
502 parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing
503 facilities provided for employees which are segregated by explicit directive or are in fact

504 segregated on the basis of race, creed, color, or national origin, because of habit, local custom,
505 disability, or otherwise. The Contractor further agrees that (except where it has obtained
506 identical certifications from proposed subcontractors for specific time periods) it will obtain
507 identical certifications from proposed subcontractors prior to the award of subcontracts
508 exceeding \$10,000 which are not exempt from the provisions of the Equal Employment
509 Opportunity clause; that it will retain such certifications in its files; and that it will forward the
510 following notice to such proposed subcontractors (except where the proposed subcontractors
511 have submitted identical certifications for specific time periods):

512 NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
513 CERTIFICATIONS OF NONSEGREGATED FACILITIES

514 A Certification of Nonsegregated Facilities must be submitted prior to the award
515 of a subcontract exceeding \$10,000 which is not exempt from the provisions of
516 the Equal Employment Opportunity clause. The certification may be submitted
517 either for each subcontract or for all subcontracts during a period (i.e., quarterly,
518 semiannually, or annually). Note: The penalty for making false statements in
519 offers is prescribed in 18 U.S.C. 1001.

520 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

521 18. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964
522 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as
523 amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135,
524 Title III; 42 U.S.C. § 6101, et seq.), [Title II of the Americans with Disabilities Act of 1990
525 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.),] and any other applicable civil rights laws, and
526 with the applicable implementing regulations and any guidelines imposed by the U.S.
527 Department of the Interior and/or Bureau of Reclamation.

528 (b) These statutes prohibit any person in the United States from being
529 excluded from participation in, being denied the benefits of, or being otherwise subjected to
530 discrimination under any program or activity receiving financial assistance from the Bureau of
531 Reclamation on the grounds of race, color, national origin, disability, or age. By executing this
532 contract, the Contractor agrees to immediately take any measures necessary to implement this
533 obligation, including permitting officials of the United States to inspect premises, programs, and
534 documents.

535 (c) The Contractor makes this agreement in consideration of and for the
536 purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other
537 Federal financial assistance extended after the date hereof to the Contractor by the Bureau of
538 Reclamation, including installment payments after such date on account of arrangements for
539 Federal financial assistance which were approved before such date. The Contractor recognizes
540 and agrees that such Federal assistance will be extended in reliance on the representations and
541 agreements made in this Article and that the United States reserves the right to seek judicial
542 enforcement thereof.

543 (d) Complaints of discrimination against the Contractor shall be investigated
544 by the Contracting Officer’s Office of Civil Rights.

545 GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT

546 19. (a) The obligation of the Contractor to pay the United States as provided in
547 this Contract is a general obligation of the Contractor notwithstanding the manner in which the
548 obligation may be distributed among the Contractor’s water users and notwithstanding the
549 default of individual water users in their obligation to the Contractor.

550 (b) The payment of charges becoming due pursuant to this Contract is a
551 condition precedent to receiving benefits under this Contract. The United States shall not make
552 Non-Project Water available to the Contractor through Project Facilities during any period in
553 which the Contractor is in arrears in the advance payment of Rates and charges due the United
554 States. The Contractor shall not deliver Non-Project Water under the terms and conditions of
555 this Contract for lands or parties that are in arrears in the advance payment of rates and charges
556 as levied or established by the Contractor.

557 BOOKS, RECORDS, AND REPORTS

558 20. (a) The Contractor shall establish and maintain accounts and other books and
559 records pertaining to administration of the terms and conditions of this contract, including the
560 Contractor’s financial transactions; water supply data; Project operation, maintenance, and
561 replacement logs; Project land and rights-of-way use agreements; the water users’ land-use (crop
562 census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting
563 Officer may require. Reports shall be furnished to the Contracting Officer in such form and on
564 such date or dates as the Contracting Officer may require. Subject to applicable Federal laws
565 and regulations, each party to this contract shall have the right during office hours to examine
566 and make copies of the other party’s books and records relating to matters covered by this
567 contract.

568 (b) Nothing in this Article 20 shall be construed to limit or constrain the
569 ability of the Bureau of Reclamation to conduct contract compliance reviews of this Contract in
570 accordance with Reclamation Manual Directives and Standards PEC 05-08, last revised October
571 11, 2019, as may be further revised, amended, modified, or superseded.

572 CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

573 21. The expenditure or advance of any money or the performance of any obligation of
574 the United States under this contract shall be contingent upon appropriation or allotment of
575 funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any
576 obligations under this contract. No liability shall accrue to the United States in case funds are
577 not appropriated or allotted.

578 ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

579 22. The provisions of this Contract shall apply to and bind the successors and assigns
580 of the parties hereto, but no assignment or transfer of this Contract or any right or interest therein
581 by either party shall be valid until approved in writing by the other party.

582 OFFICIALS NOT TO BENEFIT

583 23. No Member of or Delegate to the Congress, Resident Commissioner, or official of
584 the Contractor shall benefit from this Contract other than as a water user or landowner in the
585 same manner as other water users or landowners.

586 CHANGES IN CONTRACTORS ORGANIZATION

587 24. While this Contract is in effect, no change may be made in the Contractor’s
588 organization, by inclusion or exclusion of lands or by any other changes which may affect the
589 respective rights, obligations, privileges, and duties of either the United States or the Contractor
590 under this Contract including, but not limited to, dissolution, consolidation, or merger, except
591 upon the Contracting Officer’s written consent.

592 NOTICES

593 25. Any notice, demand, or request authorized or required by this Contract shall be
594 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or
595 delivered to Bureau of Reclamation, Area Manager, South-Central California Area Office, 1243
596 N Street, Fresno, California 93721, and on behalf of the United States, when mailed, postage
597 prepaid, or delivered to Central Coast Water Authority, 255 Industrial Way, Buelton, CA 93427.
598 The designation of the addressee or the address may be changed by notice given in the same
599 manner as provided in this Article for other notices.

600 INCORPORATION OF EXHIBITS

601 26. Exhibits A through D are attached hereto and incorporated herein by reference.

602 CONTRACT DRAFTING CONSIDERATIONS

603 27. This Contract has been negotiated and reviewed by the parties hereto, each of
604 whom is sophisticated in the matters to which this Contract pertains. The double-spaced articles
605 of this Contract have been drafted, negotiated, and reviewed by the parties, and no one party
606 shall be considered to have drafted the stated articles.

607 IN WITNESS WHEREOF, the parties hereto have executed this Contract as of
608 the day and year first above written.

609 UNITED STATES OF AMERICA

610 By: _____
611 Area Manager
612 South-Central California Area Office
613 Interior Region 10: California-Great Basin
614 Bureau of Reclamation

615 CENRTRAL COAST WATER AUTHORITY
616 (SEAL)

617 By: _____
618 President of the Board of Directors

619 Attest:

620 By: _____
621 Secretary of the Board of Directors

EXHIBIT A

CONTRACTOR'S BOUNDARY MAP

This is a placeholder page. The Contractor's Boundary Map is to be designated as Exhibit A and appended to the contract.

Temporary Warren Act Contract – Year 2020
M&I Only
Contract No. 20-WC-20-5671

EXHIBIT B
CENTRAL COAST WATER AUTHORITY
STORAGE AND CONVEYANCE RATES
(Per Acre-Foot)

This is a placeholder page. The Contractor's Rate Exhibit is to be designated as Exhibit B and appended to the contract.

EXHIBIT C

**SOURCE(S) OF CONTRACTOR’S NON-PROJECT WATER
CENTRAL COAST WATER AUTHORITY**

This is a placeholder page. The Contractor’s Non-Project Water Supply is to be designated as Exhibit C and appended to the contract.

EXHIBIT D

WATER QUALITY STANDARDS AND LABORATORY LIST

This is a placeholder page. The water quality monitoring requirements applicable to the specific Project facilities to be used to convey the Non-Project Water are to be identified as Exhibit D and appended to the Contract.



CENTRAL COAST WATER AUTHORITY

MEMORANDUM

June 17, 2020

TO: CCWA Board of Directors

FROM: John Brady
Deputy Director, Operations and Engineering

SUBJECT: Water Management Strategies Request for Qualifications Update

Background

The Central Coast Water Authority (CCWA) and the San Luis Obispo County Flood Control and Water Conservation District (SLO County) are jointly pursuing a project to identify and evaluate strategies for optimizing the yield from the State Water Project (SWP). Due to the lack of sufficient storage capacity locally, both agencies have historically relied upon the SWP's San Luis Reservoir for storage of carryover water. Although this method of storage is currently available, it has an associated on-going risk of losing carryover water during a "spill event" at the San Luis Reservoir. This is the primary challenge to optimally managing SWP water supplies for both agencies.

It is anticipated that the risk of a "spill event" at San Luis Reservoir will increase in the future, particularly if projects such as the Delta Conveyance Project are constructed and operated. Further, through prior participation in existing groundwater banking operations, CCWA has experienced certain limitations on the return of water from these operations during times of drought as well as on the delivery of water to these operations prior to spill events at San Luis Reservoir. Consequently, a more reliable method of managing carryover water is needed.

The State Water Supply Contract currently has a pending amendment that provides a set of new water management tools. These tools were developed primarily by the SWP contractors and arose from many of the lessons learned during the last severe drought. CCWA and SLO County aim to consider and evaluate the pending water management tool amendment of the State Water Supply Contract. The objective is to identify both physical and administrative methods to optimize the overall management of SWP supplies.

Request For Qualification

CCWA staff collaborated with SLO County staff and subsequently prepared a Request for Qualification (RFQ) for this project. The emphasis of the RFQ was to identify a consulting firm with a high level of expertise in the SWP operations, design and management.

The project RFQ was finalized and subsequently issued on April 6, 2020 to a list of approximately 20 qualified consulting firms that were identified by staff's research. The RFQ was also advertised through posting on CCWA's website. Two Addenda were issued, one extended the deadline for submitting Statement of Qualifications and the second to require electronic submittals only. The deadline for responding to the RFQ was May 1, 2020. On this date, CCWA received a total of four Statement of Qualifications.

The submitted Statement of Qualifications (SOQ) were reviewed by a panel of CCWA staff and SLO County staff. The panel ranked each SOQ, as described by the RFQ. While all four consulting firms that submitted SOQs were very well qualified and each had its own unique set of strengths, the panel concluded the SOQ submitted by the Provost & Pritchard Consulting Group and Hallmark Group team was the most qualified for our specific project. This team included a group of professionals with a very high level of expertise in the SWP operations, design and management. The SOQ for the Provost & Pritchard/Hallmark Group team is attached.

As described in the RFQ, once the most qualified consulting firm is identified, CCWA and SLO County staff will initiate negotiations to determine the specific scope of work and cost. This process has been initiated and is currently underway. CCWA also informed the other consulting firms that submitted SOQs for the project by letter that another consulting firm was selected.

Funding

Since this project is being pursued for the benefit of both CCWA and SLO County, a mutually acceptable joint funding agreement was developed by both CCWA and SLO County legal counsel. SLO County is currently pursuing approval for this Joint Funding Agreement from their Board. SLO County staff did present the Joint Funding Agreement to their Board on June 16, 2020, but did not receive approval due to a 2 for and 2 against vote. SLO County staff will bring the Joint Funding Agreement back to their Board for a full Board vote within the next two months.

CCWA staff anticipates that the benefit of the project will be further explained by SLO County staff to their Board and the Joint Funding Agreement will be approved. CCWA staff will present the Joint Funding Agreement to the CCWA Board once the SLO County Board has approved the agreement and upon completion of the negotiations with the Provost & Pritchard/Hallmark Group. This project was included in the CCWA FY 2020/2021 Budget in the amount of \$75,000.

Central Coast Water Authority Consulting Services to Develop Water Management Strategies to Maximize Yield of the State Water Project for San Luis Obispo and Santa Barbara Counties



Statement of Qualifications

May 1, 2020



May 1, 2020

John Brady, Deputy Director
Central Coast Water Authority
255 Industrial Way
Buellton, California 93427

Subject: Consulting Services to Develop Water Management Strategies to Maximize Yield of the State Water Project for San Luis Obispo and Santa Barbara Counties

Dear Mr. Brady:

Thank you for the opportunity to submit this proposal to provide professional services to develop water management strategies to optimize water yield for the State Water Project (SWP). This proposal discusses our understanding of the project, recommends a scope of services with deliverables, sets forth our assumptions and discusses other services that may be of interest as the project proceeds. Provost & Pritchard (P&P) and Hallmark Group are partnering for this proposal to form a team with exceptional capability in strategic water resource development and management.

We understand that Central Coast Water Authority (CCWA) is investigating the potential of water management alternatives including banking, exchanging and transferring State Water Project (SWP) and other water supplies. Since 2008, severe operational constraints on the SWP have resulted in limited periods of surplus water availability. While the periods of water availability are limited, when they do occur, the quantities of Article 21 Water or at-risk carryover water (Article 56 Water) available can be relatively large and exceed the capability of several SWP contractors (Contractors), like CCWA, to fully utilize their available supply. In recent years, occasional periods of wet conditions in the Sacramento-San Joaquin Delta, coupled with significant quantities of water carried over by Contractors in San Luis Reservoir, resulted in lost opportunities by CCWA and other Contractors to take advantage of excess flows. The growing number of factors that will impact future SWP supplies requires Contractors to constantly adapt their water management strategies. To assist with such adaptation, the Department of Water Resources (DWR) and the Contractors negotiated in 2018 to amend the SWP Water Service Contract (Water Management Tools Amendment) to increase water management flexibility for Contractors. This contract amendment will expand the range of options available to Contractors like CCWA.

At the same time as the SWP supply and regulatory conditions are evolving, a recent CCWA study identified additional conveyance capacity available in the Coastal Branch downstream of the Polonio Pass Treatment Plant. The additional conveyance, together with the Water Management Tools Amendment, provides an opportunity for reevaluating how San Luis Obispo and Santa Barbara Counties' SWP allocation can be optimized to meet the needs of both agencies. We have prepared a draft scope of work that addresses the factors needed to identify, evaluate and select water management strategies to meet the needs of San Luis Obispo and Santa Barbara County SWP water users.

Provost & Pritchard has been providing engineering and related services in Central California for 52 years, with a major emphasis on water resources. Hallmark Group has provided program management services for some of the largest water infrastructure and planning processes in California specializing in water resources management.

The Provost & Pritchard/Hallmark Group team will be relying in large part on the experience of Terry Erlewine, Curtis Creel, Jim Beck, Dan Flory, and Harry Starkey, which have a combined 150 years of experience working on the SWP, Central Valley Project (CVP), Banking and Groundwater projects that are the core of CCWA's proposed project. As a summary:

- Mr. Erlewine worked on groundwater in the San Joaquin Valley and water supply operations for DWR, being involved in initial development of the Kern Water Bank during that period. More recently, Mr. Erlewine was General Manager at the State Water Contractors, where he was involved in all aspects of SWP contractual and operating activities.

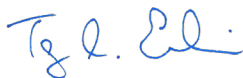
- Prior to joining the Hallmark Group, Mr. Creel worked for DWR for 19 years with a significant focus on SWP operations including his role as Chief of the SWP Operations Planning Branch. Additionally, Curtis spent nearly 15 years of his water management career with Kern County Water Agency (KCWA) continuing his participation in SWP and CVP operations review, managing local water transfer and banking activities, and serving as the co-lead negotiator for the Area of Origin Settlement. During his last three years at KCWA, he served as General Manager leading negotiations for the SWP Coordinated Operations Agreement.
- Mr. Flory has extensive experience with the SWP, being employed by DWR for 23 years, primarily working on SWP issues with the State Water Project Analysis Office (SWPAO) and including six years as chief of SWPAO. Subsequent to his DWR experience, Mr. Flory went on to serve as General Manager for Antelope Valley-East Kern Water Agency where he continued to be involved in SWP management activities, including groundwater banking development and water transfers. Most recently, with Provost & Pritchard, Mr. Flory has worked for Dudley Ridge Water District and other Contractors in representing their interests in SWP issues.
- Mr. Beck participated in a wide range of water management activities during his 32-year tenure at the KCWA, including 11 years as the General Manager. These water management activities included participation in SWP operations and transfer activities. Jim performed multiple water supply assessments for KCWA operations. He was influential in the development of the Kern Water Bank, later serving on the Board of Directors during its formation. Most recently, Mr. Beck has been instrumental in the development of Groundwater Sustainability Plans for Groundwater Sustainability Agencies in Kern County and other locations.
- Mr. Starkey's 30-year career in water has focused on water and power management in Kern County. As the former General Manager of the West Kern and Berrenda Mesa Water Districts, Harry has extensive water banking experience in and around Kern County. His experience includes the permitting, designing, constructing, financing, acquiring rights of and operating water banking projects on the Kern Fan including the management of the Cross Valley Canal. In addition to his capital program management expertise, Harry has developed urban water management plans, water shortage contingency plans, water banking programs, and preparation of various environmental compliance documents for permanent water transfers in California to further secure water reliability in Kern County.

In addition to the five primary study participants, Provost & Pritchard/Hallmark Group have a wide array of experience in water resources projects through their ongoing water management, engineering, water banking and groundwater analysis experience. With implementation of the Sustainable Groundwater Management Act (SGMA), Provost & Pritchard and Hallmark Group have been intensely involved in the development of Groundwater Sustainability Plans (GSPs) in the San Joaquin Valley and other parts of California. A summary of this experience is contained in this proposal.

We believe that the experience summarized above, and presented in more detail in the attached proposal, will allow the Provost & Pritchard/Hallmark Group Team to efficiently develop the proposed water management strategy. We are pleased to be able to submit this project and look forward to hearing from you.

Respectfully,

Provost & Pritchard Consulting Group



Terry Erlewine, RCE 32985
Principal Engineer / Principal-in Charge



Randy Hopkins, RCE 63538
Vice-President

Hallmark Group



Charles R. Gardner, Jr., PgMP
CEO

Central Coast Water Authority
Consulting Services to Develop Water
Management Strategies to
Maximize Yield of the State Water
Project for San Luis Obispo and
Santa Barbara Counties

Statement of Qualifications

May 1, 2020

Prepared for:
Central Coast Water Authority
John Brady, Deputy Director
255 Industrial Way • Buleton, California 93427
Telephone: (805) 688-2292 • Email: jlb@ccwa.com

Submitted by:
Provost & Pritchard Consulting Group
10760 Gold Center Dr. Ste. 275
Rancho Cordova, CA 95670
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Website: www.provostandpritchard.com

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Statement of Qualifications

Firms' Capabilities

Provost & Pritchard



Provost & Pritchard was founded in 1968 in Fresno California in the heart of the Central Valley. Our first client, Laguna Irrigation District was experiencing difficulty in delivering surface water through their canal system to irrigate the farm fields around Riverdale, California. Jim Provost took on this work, evaluated the canal system, the check structures, the pipelines, and the size of the canals and our work in water was born!

Over the course of the last 52 years, the firm has grown in size, services offered, and geography; office locations in Sacramento, Chico, Modesto, Merced, Los Banos, Clovis, Fresno, Visalia, and Bakersfield. With nearly 190 employees, our staff is diverse in its specialties, and includes water resource, civil and agriculture engineers, hydrogeologists, planners, environmental specialists, land surveyors, construction managers and field representatives.

Water Resource Engineering

Since the firm's beginning, Provost & Pritchard Consulting Group has been an integral part of the development of irrigated agriculture throughout California. The firm's consulting and engineering services are rooted in this tradition. Today's challenges go beyond the design of new water projects. Increased competition for water supplies, drainage needs, and water quality issues demand new approaches and innovative solutions. Provost & Pritchard continues to lead the way by providing a variety of services to help clients maximize the benefits from their water supplies.

With significant knowledge of the water issues facing municipal and agricultural entities in California, Provost & Pritchard integrates water policy, water conservation, operational knowledge and value engineering in many of our projects.

Services Include:

- District Management and Engineering
- Civil Engineering Design
- Water Resource Management Planning
- Groundwater Management and Design
- Surface Water Hydrology and Modeling
- Water Rights and Transfers
- Dams, Reservoirs and Levees
- Grant Writing and Grant Management
- CEQA and NEPA documentation
- Land Surveying
- Geographic Information Systems Mapping
- Construction Management and Field Services
- Unmanned Aircraft Systems (UAS)

Hallmark Group



Hallmark Group Capital

Program Management was founded in 2001 in response to the needs of project owners who sought expert administration and management for their most important programs. Excelling in the leadership and management of complex programs for both government and private clients, our areas of focus include project management, water resources management, and strategic development and implementation.

Our expert team brings proven industry expertise to the clients we serve. Whether it is complex water management, strategic development, or a capital program, we provide the resources to expertly manage projects. Our team has a demonstrated record of success for public and private clients. Hallmark Group's sound strategies enable owners to make confident decisions about their programs and see them through to successful completion.

Project Personnel

Provost & Pritchard Key Personnel

Terry Erlewine, PE Principal-in-Charge

Terry Erlewine has more than 38 years of experience providing water resources planning and analysis. He has conducted many surface and groundwater resources studies, including water uses, operations studies, groundwater modelling, and groundwater conjunctive use programs. For the last twenty-three years, Mr. Erlewine worked for the State Water Contractors (SWC), most recently serving as General Manager for 14 years. Previously, Mr. Erlewine worked as a consultant on water resources. Mr. Erlewine began his career with the California Department of Water Resources (DWR). In his 13-year tenure with the Department, he was involved in all aspects of surface water and groundwater projects. This DWR experience included operating the State Water Project (SWP)/Central Valley Project (CVP) operations model and planning work on development of Kern Water Bank.



Dan Flory, PE

Dan Flory has more than 35 years of experience in water resources engineering including over 20 years with the DWR and the past four years as a principal engineer at Provost & Pritchard. Mr. Flory served in progressively more responsible roles for DWR, culminating in his position as the department's executive manager. Mr. Flory supervised and directed the work of 100 engineers and analysts in the administration of power purchase and water supply contracts. His work also included the allocation of water supplies to water users and the distribution of water and power costs to 29 SWP contracting agencies. For 11 years Mr. Flory supervised the Water Contracts Administration and Negotiation Section. He is an experienced advisor to legislative staffs, appointed officials and board members as well as serving as an expert witness providing testimony in litigation involving water rights.



Dale Melville, PE

Dale Melville is a principal engineer and Chair of the Board of Director's at Provost & Pritchard. With over 45 years of consulting engineering experience, he has been involved with projects related to all aspects of agricultural and municipal infrastructure projects. He has been district engineer to several municipal and agricultural districts. Mr. Melville's experience includes site investigations, feasibility studies, management of projects related to design and construction of both municipal and agricultural water and wastewater conveyance and treatment systems, wastewater reclamation, agricultural irrigation and drainage systems, water transfers/exchanges, and groundwater recharge/recovery facilities. Mr. Melville has established working relationships with numerous state and federal government agencies in preparing applications and securing grant and loan funds for infrastructure projects.



David Halopoff, PE

David Halopoff is a project manager and senior engineer at Provost & Pritchard's Bakersfield office with more than seven years of professional experience. His experience includes water resources and civil engineering, design, and construction. Mr. Halopoff has been involved with projects related to all aspects of municipal and agricultural water supply and distribution, groundwater recharge and recovery projects (direct and in-lieu), groundwater hydrogeology, groundwater engineering, groundwater well design and construction, groundwater quality, water supply studies, pump design, and construction oversight of public works and agricultural facilities. Mr. Halopoff has worked on over 50 well projects that include design and construction of municipal, industrial, and agricultural groundwater production wells.



Hallmark Group Key Personnel

Curtis Creel, PE

As Hallmark Group Director of Water Supply Management, Curtis brings over 33 years of California water resources expertise earned through valued relationships and a unique perspective of both public and private water strategy and management. As General Manager of the Kern County Water Agency (KCWA) Mr. Creel participated in the management of some of the most significant water programs in the history of the State, from technical and policy guidance for the State Water Project (SWP) and Central Valley Project (CVP), to contributing to the State approval of the California WaterFix plan in 2017. A substantial portion of his work has involved managing large groups of stakeholders including United States Bureau of Reclamation (USBR), State and federal permitting agencies, non-government organizations, water agencies and private sector participants with diverse and sometimes adverse interests.



Harry Starkey, PE

Harry has dedicated his 30-year career to Kern County water resources planning, development, and implementation. Formerly serving as the General Manager for the West Kern Water District, his leadership in Kern County is demonstrated through the delivery of the West Kern Recharge and Recovery groundwater banking project and multiple groundwater banking and exchange programs agreements that leverage current groundwater storage and recovery assets to develop additional water supply at no cost to the District (current yield = 51,000 af of new water). In addition to his capital program management expertise, Harry has developed urban water management plans, water shortage contingency plans, water banking programs such as Berrenda Mesa, Pioneer, Kern Water Bank, West Kern Banking Programs, and preparation of environmental compliance documents for permanent water transfers in California to increase water reliability in Kern County.



Jim Beck

With over 30 years of experience in the Kern County water resource community, Jim brings unparalleled depth of knowledge of operations as related to the SWP, CVP, GSPs, and banking. As the Executive Director for local Kern Groundwater Sustainability Agencies and former General Manager of the Kern County Water Agency (KCWA), Jim has been implementing initiatives to meet Kern County's complex water needs for most of his career. Jim's decades of California water policy leadership are reflected by the efficacy of his work with the California WaterFix. Jim conducted a series of meetings locally to provide project updates and to develop a Kern County implementation strategy and contributed to the negotiation of State and local funding agreements. During his time with KCWA, Jim served key roles on many programs—including the State Water Project—that placed the agency at the vanguard of good water management practices. He also managed KCWA's urban water district—Improvement District No. 4 (ID4)—which provides a supplemental water supply for the Metropolitan Bakersfield area, and led KCWA staff in such critical projects as the expansion of ID4's Henry C. Garnet Water Purification Plant, and expansion of the Cross Valley Canal.



Additional Resources			
Team Member	Title	Years of Experience	Area of Expertise
Provost & Pritchard Consulting Group			
Brian Ehlers, PE	Principal Engineer	38 years	<ul style="list-style-type: none"> • Groundwater Studies • Groundwater Banking
Tom Glover, PE	Principal Engineer	41 years	<ul style="list-style-type: none"> • SWP Contract Negotiations
Kevin Johansen, PE	Principal Water Resources Engineer	35 years	<ul style="list-style-type: none"> • Water Transfers • Supervision of Water Operations
Rick Iger, PE	Principal Engineer	43 years	<ul style="list-style-type: none"> • Groundwater Recharge and Banking • SGMA Compliance
Hallmark Group Capital Program Management			
Charles R. Gardner, Jr., PgMP	President and Strategic Advisor	30 years	<ul style="list-style-type: none"> • Strategic Planning • State and Federal Coordination
Jessica Alwan	Senior Project Manager	15 years	<ul style="list-style-type: none"> • Reporting Development • Workshop Facilitation
Taylor Blakslee	Project Manager	12 years	<ul style="list-style-type: none"> • Stakeholder Engagement • Project Team and Coordination

Required Qualifications

State Water Project Operations

California Department of Water Resources Sacramento, California, SWPAO Division Chief

For six years working for the Department of Water Resources (2000-2006), Mr. Flory supervised and directed the work of 100 engineers and analysts in the administration of water supply and power purchase contracts. The operating budget, including power purchases was about \$300 million a year. Work included the allocation of water supplies to SWP water users, review and approval of water transfers, interpretation of water supply contracts and the distribution of water and power costs to 29 SWP contracting agencies.

State Water Project Allocations State Water Project Contractors

In 2000, DWR reduced the SWP allocation from 100 percent to 90 percent after its analysis showed a potential for a significant reduction in water supplies available to the SWP. This conclusion was based on previous practice by DWR to consider extremely conservative water supply forecasts when making decisions about SWP allocations. As a result, the SWP was not being operated to its full potential. Contractors approached DWR about adjusting its procedure to optimize the use of the water supplies available to the SWP. Mr. Creel, as the Chief of the SWP Operations Planning Branch, (SWPOPB) lead a process to investigate enhancements to how his staff would perform the SWP allocation analyses and make recommendations to the DWR Director on what water supply allocations the SWP could support. Both Mr. Erlewine and Mr. Flory played integral roles in supporting the development of SWPOPB process. The ultimate outcome was a significant improvement in SWP operations and allocations.

Ongoing Consulting Services Dudley Ridge Water District, Kings County, California

Provost & Pritchard continues to provide ongoing consulting services to the Dudley Ridge Water District. Mr. Melville has

been the manager-engineer for this agricultural water district, administering their State Water Project contract for over 25 years. In addition to his management duties, he has developed conjunctive use and long-term transfer/exchange programs for the District, including groundwater banking projects with the Kern Water Bank Authority and Cawelo Water District, exchange programs with Kern County Water Agency, Tulare Lake Basin Water Storage District, and San Gabriel Valley Municipal Water District, and numerous annual water transfers and exchanges. He also assisted in the formation of the Kern Water Bank Authority, a public agency involved in the acquisition, development, and operation of a 20,000-acre groundwater banking facility, which was the largest groundwater recharge project in the world (Mr. Melville was a founding member of the board of directors for the Kern Water Bank Authority). Mr. Melville has also assisted the District in the permanent transfers of State Water Project Table A water to Mojave Water Agency and Antelope Valley-East Kern Water Agency.

State Water Project Water Allocation State Water Contractors, Statewide

Provost & Pritchard staff conducted ongoing reviews SWP water supply allocations while at SWC, as General Manager and Engineer. The analysis included regular meetings with DWR staff and managers to discuss current water supply allocations. At different times, evaluated SWP allocations procedures and developed proposals for revising SWP operations and allocations to meet SWP contractor needs.

Area of Origin Settlement South-of-Delta SWP Contractors

In 2008, four North-of-Delta Contractors filed a lawsuit against DWR regarding implementation of Article 18 of the SWP Water Service Contract. Their lawsuit contended a priority right for water supplies from the SWP above other Contractors based on the Area of Origin statute in the California Water Code. In 2009 the plaintiffs, DWR and other Contractors that intervened in the litigation on behalf of DWR (Intervenors), were directed to enter settlement

discussions by the Superior Court. Mr. Creel was the co-lead negotiator for the Intervenor. He managed the analyses performed on behalf of the Intervenor, participated in the development of settlement approaches, and helped negotiate a successful outcome. The provisions of the settlement required a creative approach to allowing the plaintiffs access to SWP storage facilities and water supplies while minimizing potential water supply impacts to other Contractors.

Central Valley Project Operations

Coordinated Operations Agreement Negotiations **California Department of Water Resources and U.S. Bureau of Reclamation**

In 2016, DWR and USBR began an intensive review of the Coordinated Operations Agreement (COA) as specified within the agreement. Article 14 of the COA requires that DWR and USBR review the agreement and make changes, if necessary. After an unsuccessful series of discussions about how to review and update the COA, DWR and USBR entered into a broader negotiation to address issues related to Endangered Species Act and SWRCB compliance, as well as cooperation on developing joint infrastructure projects like the California WaterFix and Sites Reservoir. The initial part of the negotiations required a focused discussion regarding changes to the COA. Mr. Creel was the lead negotiator for the Contractors regarding COA matters. He worked closely with other Contractor staff as well as key DWR staff to develop an approach that could result in a successful negotiation outcome. He also worked closely with CVP contractors to work through a compromise that would provide for an equitable sharing of available water supplies and water requirements among the CVP and SWP.

General Water Transfers/Exchanges, **Various Clients, San Joaquin Valley, California**

Provost & Pritchard has assisted numerous public agency and private clients with negotiations and obtaining regulatory approvals (SWRCB, DWR, USBR, and local agencies) including CEQA and NEPA compliance for water transfers totaling more than 500,000 acre-feet. Provost & Pritchard staff have prepared applications, drafted agreements, and obtained regulatory approvals for change of place-of-use or point of delivery agreements for typically two to five water transfers per year since the mid-1990s. Transfers have included: SWP contractors in Kings, Kern, Tulare, San Luis Obispo, Stanislaus, and Los Angeles counties; San Luis

Unit-CVP water, Friant-CVP water, and Kern, Kaweah, Tule, and Kings Rivers. Water has been transferred to San Luis Unit-Central CVP contractors, Friant-CVP contractors, SWP contractors, environmental purposes, and individual landowners within CVP and SWP service areas.

California WaterFix

California Department of Water Resources

In 2009, the Hallmark Group began managing the Delta Habitat Conservation and Conveyance Program, which was tasked with addressing the State of California's need for a more reliable water system and to protect the delicate Delta ecosystem. Serving as program manager, Hallmark Group successfully gained Department of Water Resources (DWR) certification of the 60,000-page California WaterFix the environmental analysis. Obtaining the signed Notice of Determination from DWR took nearly eight years of careful coordination with state, SWP, CVP, and key stakeholders, at the local, state, and federal level. It required development of the biological assessment, negotiation and issuance of biological opinions, multiple facility refinements to meet project objectives and respond to over 16,000 comments. The efforts of the Hallmark team resulted in California Department of Fish and Wildlife issuance of the Incidental Take Permit for WaterFix construction and operation in compliance with Section 2081(b) of the California Endangered Species Act. Key design and project features included a 10% complete design, class III construction cost estimate, level II schedule, and program-level risk register, all produced under Hallmark Group leadership.

Coordinated Operations Agreement Analysis **State Water Contractors, Statewide**

Provost & Pritchard staff participated in analysis of the coordinated operations of the SWP and the CVP as part of recurring reviews of the Coordinated Operations Agreement. These efforts occurred as a consultant with Provost & Pritchard for the SWC, and previously as General Manager for the SWC. The efforts involved direction and review of operations studies of the SWP and CVP, analysis of the relative benefits for the SWP and the CVP and participation in negotiations. This work led to the Napa Agreement in 2003 and the recent update to the Coordinated Operation Agreement (COA).

Groundwater Sustainability Plans

Groundwater Sustainability Plan Development

North Fork Kings GSA, Fresno County, California

Provost & Pritchard prepared the GSP for the North Fork Kings GSA. The team actively worked with the North Fork Kings Managers since 2017. Beginning 2018, monthly public meetings were held to review the regulations and requirements, discuss alternatives, provide recommendations, prepare draft chapter language and address comments received from the committee, and address comments from the public. The completed GSP was adopted by the GSA in December 2019 and submitted to DWR in January 2020.

Groundwater Sustainability Plan Development

San Geronio Pass Water Agency, Beaumont, California

Provost & Pritchard is currently managing development of a GSP for the 64,000-acre San Geronio Pass Subbasin. Mr. Erlewine is the project manager in charge of completion for the project. The GSP will serve three GSAs in the subbasin – the San Geronio Pass GSA, Verbenia GSA and a portion of the Desert Water Agency GSA. The GSP will address groundwater sustainability in an area of limited water supply availability and increasing urban development. The GSP will be completed and adopted by GSAs prior to January 2022.

Basin Coordination

Kern Groundwater Authority, Bakersfield, California

Provost & Pritchard is currently acting as the Basin Coordinator for the Kern Groundwater Authority, which is the largest GSA in the Kern Subbasin. Mr. Erlewine initially served as acting general manager (Basin Coordinator) and subsequently served in a senior advisory role. While acting Basin Coordinator, he developed Kern Groundwater Authority budget and schedule for GSP preparation. He also provided technical advice on groundwater modeling and other GSP preparation elements. He developed projected future water supply conditions for the SWP considering climate change for use in SGMA groundwater modeling projections.

Cuyama Basin Groundwater Sustainability Agency

Cuyama Basin Water District, Kern County, California

The Cuyama Basin Groundwater Sustainability Agency was formed by a Joint Exercise Powers Agreement (JEPA) by multiple agencies and districts under the Sustainable Groundwater Management Act. The Cuyama Groundwater

Basin has been identified by the California Department of Water Resources as a high priority Basin and subject to conditions of critical overdraft. The Agency must develop a Groundwater Sustainability Plan with identified actions and projects to determine sustainability levels and how the Basin will implement and monitor them to maintain sustainability.

The Hallmark Group provides all Board reporting and facilitation, ensuring Brown Act compliance, document control, project controls, financial management services, budget development and tracking, schedule management, consultant management, contract management, stakeholder outreach facilitation, committee management, and coordination with the California Department of Water Resources for grant administration and reporting. Jim Beck serves as Executive Director of the GSA.

Within a very short timeframe, the Hallmark Group team managed the proposal review and selection of key consultants for the program, developed annual and program budgets, developed and facilitated negotiations for program cost allocation among participants, developed the program schedule, and implemented executive level Board reporting.

Eastside Water Management Area

Eastside Water Management Area

The Kern Sub-basin of the Tulare Basin has been identified as a high priority Basin by the California Department of Water Resources, which is subject to conditions of critical overdraft. Non-district landowners in the eastern portion of Kern County contracted with the Hallmark Group to form the Eastside Water Management Area (EWMA) to best represent their interests in developing a Groundwater Sustainability Plan chapter as required by the Sustainable Groundwater Management Act (SGMA). The EWMA membership draws from a 153,000-acre area and currently includes 42 members representing nearly 35,000 acres.

The Hallmark Group's organizational expertise provided for the cohesion of a diverse group of non-district landowners into a formal non-profit entity to best represent their unique interests under the Kern Groundwater Authority GSA. Additionally, the Hallmark Group's knowledge of local water resources and robust relationships in the water community have allowed the EWMA to work directly with adjacent water districts in resolving SGMA-related issues. Hallmark Group provides Board reporting and facilitation, project controls, schedule management, consultant management,

contract management, stakeholder outreach facilitation, and representation at Kern Groundwater Authority meetings. Within a very short timeframe, the Hallmark Group team managed the proposal review and selection of key consultants for the program, and facilitated negotiations for program cost allocation among participants, and implemented executive level Board reporting.

Sustainable Groundwater Management Act of 2014 **Kern County Water Agency**

As General Manager, Jim Beck led KCWA's participation in development of the Sustainable Groundwater Management Act (SGMA) of 2014. The bill was developed for the state California as a framework for sustainable, groundwater management to stop overdraft and bring groundwater basins into balanced levels of pumping and recharge. SGMA empowers local agencies to form Groundwater Sustainability Agencies (GSAs) to manage basins sustainably and requires those GSAs to adopt Groundwater Sustainability Plans (GSPs) for crucial groundwater basins in California. Mr. Beck oversaw the review of draft language of the bill, met with local policy leaders to evaluate the bill and develop a response. Jim also directly engaged with then Governor Brown to express concerns over the Governor's proposed bill and to provide recommend changes.

Groundwater Banking Operations

Orestimba Creek Recharge and Recovery Project **San Joaquin River Exchange Contractors Water Authority,** **Los Banos, CA**

Provost & Pritchard has been working with the San Joaquin River Exchange Contractors Water Authority since 2012 on the Orestimba Creek Recharge and Recovery Project. The Orestimba Creek Recharge and Recovery Project includes construction of groundwater banking facilities along Orestimba Creek between the DMC and the Eastin Water District Boundary. The Orestimba Creek and DMC would be used to convey water to and from the bank. The purpose of the project is to provide a place to store high flow and carryover supplies which would be regulated to provide a critical year water supply and provide water to meet peak demands in the summer. Provost and Pritchard provided design and construction management for two 0.5-acre test recharge ponds and a 20-acre pilot project. The work

included surveying, coordination and analysis of geotechnical sampling, pond and conveyance facility design, permitting and grant application support, operations oversight and test result analysis.

Recharge and Recovery Enhancement Project **Kern Water Bank Authority, Kern County, California**

Provost & Pritchard provided planning and design engineering services for the Recharge and Recovery Enhancement Project for the Kern Water Bank Authority. The project included the construction of 190 net acres of new recharge ponds, three new recovery wells and 1.7 miles of pipelines. The project team prepared planning documents needed for a successful grant application under the IRWMP program. As a part of the planning documents the team developed a water availability analysis using historical data and projected operations to approximate the amount of stored and recovered groundwater resulting from the proposed project implementation. Upon receipt of the grant, Provost & Pritchard prepared the project design documents, assisted with permitting, reviewed well drilling work, and assisted with construction management. The total cost of the project was approximately \$3.5M, of which \$2.3M was funded through the IRWMP grant.



Kern Water Bank **DWR and the Kern Water Bank Participants**

The Kern Water Bank is located on a large, undeveloped section of the Kern River's sandy alluvial fan and covers nearly 30 square miles. It has about 7,000 acres of recharge ponds which, on average, recharge at a rate of 0.3 feet per day.

Originally, the KWB was conceived as a supplemental water supply project for the SWP. During the time it was being developed by DWR, Terry Erlewine (while at DWR), Jim Beck and Harry Starkey (at KCWA) worked on project permitting and facility planning and development. Jim Beck and Harry Starkey both assisted in the effort that led to the acquisition of the property and associated facilities by local Kern County interests. Following that local acquisition, Jim Beck represented Improvement District No. 4 on the Kern Water Bank Board of Directors.

The KWB has become recognized as a world-class groundwater recharge and recovery facility. Its development required the successful navigation of extremely complicated regulatory and contractual processes. The property has over 20,000 acres of recharge facilities, over 85 groundwater recovery wells and a canal that integrates the project with the SWP as well as the Friant Kern Canal and the Kern River. Having participated in the initial development of the various facilities, afforded our team members to apply that experience to the development and operation of additional groundwater banking projects.

Pioneer and Berrenda Mesa Groundwater Banking Projects

KCWA Member Units

In 1992, KCWA purchased 2,253 acres of land to develop additional water recharge and banking facilities, referred to as the Pioneer Properties. The Pioneer Properties consist of two parcels on either side of the Kern River southwest of Bakersfield. KCWA developed the project to assist local water districts in their water resource management through recharge water to and recover water from the groundwater basin. Jim Beck participated in the permitting and development of this vital resource while Harry Starkey served in an engineering and construction management capacity. In addition, Jim Beck was part of the team that developed agreements with the local water districts that govern the financing and operation of the facility.

The Berrenda Mesa banking project is located along the south side of the Kern River just upstream of the Pioneer Properties. The project consists of 369 acres with an annual recharge capacity of 58,000 af and an annual recovery capacity of 46,000 af. The Projected was initially developed by the Berrenda Mesa Water District, who acquired the property. The Project was one of the first to optimize recharge of imported surface water in the natural channel

of the Kern River. As General Manager of the Berrenda Mesa Water District, Harry Starkey represented the interests of the property owner in the management and operation of the Project, that also included several other KCWA member units.

West Kern Water District Groundwater Banking Project

West Kern Water District

Harry Starkey led the development and operation of the West Kern Banking Project. The project involved the acquisition of 500 acres of land for recharge ponds, drilling and equipping of five water wells, constructing an associated 4.5 megawatts solar project and the construction of a 30-inch ductile iron trunk line. This project was primarily developed for the conjunctive use of West Kern's highly variable SWP supply. The project evolved to allow for local water marketing purposes that generated supplemental revenue insulating customers from rate increases particularly during mandatory conservation measures.



Scope of Work

To meet Central Coast Water Authority's ("CCWA") identified needs, the following scope of work has been developed. This scope addresses the topics identified in the CCWA SOQ and provides elaboration on how each topic would be completed. As described in greater detail below, this scope of work envisions using an annual planning model to determine the estimated operation and quantification of water supplies. Should it be determined through the course of the work that this level of planning is too coarse and limits the understanding of how a specific alternative might operate and the resulting supply that would result from the program, an optional scope task (Subtask 4.6) has been included that would allow for the opportunity to evaluate specific alternatives in more detail. This additional task includes components based on an annual analysis of water management options. Depending on the complexity of that analysis and the interest of local stakeholders, a more detailed monthly planning model would be developed to refine potential operations.

Task 1.0 – Project Management

This task includes overall project administration, subconsultant management, preparing monthly progress reports, and contract administration with the CCWA Program Manager.

This task also includes attending monthly meetings with the GSA (in-person or on-line, subject to the then-current health requirements). These meetings will focus on a series of topics shown under Task 2 through 5. At each meeting a presentation will be given on progress and results, and comments will be solicited on draft sections and upcoming work. In addition, focused workshops on important topics, such as Development of Selection Criteria, or review of the completed Optimization Alternatives, may also be held. A description of the anticipated meetings is provided below:

- **Initial Project Meeting**
An initial meeting will be held to review the project requirements, provide an overview of the proposed scope of work, budget and schedule, identify available information and reference, and develop an effective strategy for developing a water management strategy. This will result in a detailed roadmap for future work so all parties are familiar with and concur with the project approach.
- **Strategy Development Meetings**
Throughout the course of the project, Provost & Pritchard and Hallmark Group will conduct regular meetings with the CCWA Program Manager. Each meeting will focus on a specific list of topics described below under Tasks 2, 3, 4 and 5. These meetings are anticipated to be monthly for the first six months, with quarterly meetings expected after the initial six-month effort. Attendance at other committee meetings would also be included in this task to assist with strategy coordination and development

Deliverables:

- Monthly Progress Reports
- Prepare material and presentations for monthly meetings with GSP Working Group through 2020, with quarterly meetings afterwards

Task 2.0 – Review and Summarize Pertinent Rules and Requirements

Applicable regulatory requirements for water management options will be identified. As a State Water Project ("SWP") contractor, the starting point will be CCWA's Water Supply Contract for the SWP. As currently operational, these contracts include provisions addressing factors such as storage in SWP facilities and outside a contractor's service area (Article 56), transportation of non-project water (Article 55), and water transfers and exchanges. Additionally, there are supplemental guidelines (for example Notice to State

Water Project Contractors #17-11) that address how the contract is being implemented. As noted in CCWA's SOQ, the current SWP contract provisions have proven to be an impediment to many beneficial water management practices for SWP contractors seeking to maximize the utility of their SWP water supply and integrate it with their local resources. Finally, there are ongoing practices that SWP contractors have developed, in coordination with DWR's Operations Control Office that address more short term and real time operations specific to carryover water, interruptible water, and annual allocations.

As noted in the CCWA SOQ, a Water Management amendment is currently being finalized. The new amendment will make significant changes to the existing rules in the SWP Water Supply Contracts that will greatly facilitate implementation of effective water management strategies for agencies such as CCWA. The new amendment, for example, will allow annual or multi-year transfers that have been limited in the past.

In addition to SWP regulations, other agencies have jurisdiction over potential water management actions (such as banking, transfers and exchanges) that may need to be addressed depending on the actions. These other agencies include the Department of Water Resources, the State Water Resources Control Board, the U.S. Bureau of Reclamation, the Delta Stewardship Council, the California Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, Groundwater Sustainability Agencies, and County Governments. Depending on the situation, other agencies with jurisdiction could include Integrated Regional Water Management Agencies, an adjudicated groundwater basin watermaster, and the Regional Water Quality Control Board.

The product of this process will be a concise summary of the regulations that affect different types of water management actions at different locations. A generalized checklist will be developed for different types of management actions that will be useful for ongoing development and implementation of those actions.

Deliverable:

- Summary of Rules and Regulations affecting water management options for Central Coast and its member agencies.

Task 3.0 – Development of Selection Criteria

This task will involve a process to develop local consensus for the criteria to be used for identifying selection criteria for water management alternatives. The CCWA SOQ identifies many of the criteria that would be appropriate for selecting a project – cost, reliability and control of conveyance, ability to deliver water, ability to return water, water losses and other factors. These factors, and additional potential factors (e.g., water quality, location), will be summarized and reviewed with CCWA and affected stakeholders to develop final selection criteria. At least two meetings (potentially in conjunction with other meetings) will be conducted with CCWA and identified stakeholders to review potential selection criteria, refine the criteria, and settle on the final criteria and appropriate weighting.

Deliverable:

- Selection criteria for reviewing selecting water management alternatives.

Task 4.0 – Development of Optimization Alternative

The development and selection of alternative management strategies will be the primary task for the scope of work. Considering this, the task has been broken into several subtasks as described below. As noted earlier, the anticipated initial approach will be to pursue development of a simplified annual analysis. The limitations of this approach will be identified and, if imperative, a more detailed monthly model will be developed for evaluating alternatives.

The subtasks for completing Task 4 are proposed as follows:

Subtask 4.1 – Identify Water Management Components

An initial task will be to summarize the water management alternatives that are available to meet CCWA's needs. The alternatives will include physical alternatives (such as a water bank) and operational alternatives (for example, transfers or exchanges with other agencies). A wide range of potential alternatives will be identified, including alternatives in San Luis Obispo and Santa Barbara Counties that have been proposed by local stakeholders. Each alternative will be described consistent with selection criteria identified in Task 3, including a narrative overview, facilities configuration,

capital cost, operating cost, conveyance requirements, total storage capacity, intake conveyance capability, and extraction conveyance capacity.

Deliverable:

- Summary of Water Management Components

Subtask 4.2 – Identify Local and System Capacity Limitations

Conveyance will be needed to the sites to implement certain water management alternatives (both local and remote) and for return of water to the CCWA surface area (for remote alternatives). The recent capacity assessment of the Coastal Branch prepared by WSC is helpful in this regard – identifying existing and potential capacities for delivering water within San Luis Obispo and Santa Barbara Counties that is in excess of the design capacity level. Access to increased capacity for the Coastal Branch downstream of Polonio Pass Treatment Plant (“PPTP”) will also necessitate possible modifications at the treatment plant to provide the higher capacities identified. Coastal Branch capacity upstream of the PPTP is generally available for the reaches downstream of Devils Den Pumping Plant (“DDPP”) due to the higher capacity designed into those reaches to optimize power operations. Capacity in the Coastal Branch reaches upstream of the DDPP and in the California Aqueduct will be quantified based on recent operational capacity (reflecting impacts of subsidence) and historical delivery patterns for other water users.

Capacity in the California Aqueduct and other conveyance facilities needed for water management alternatives, such as water banks, will be quantified for the period of interest. For example, the ability to store carryover water later in the year will depend on the use of facilities by other water managers and the relative priority of a CCWA alternative as compared to other water users. The intent of this review will be to confirm that conveyance for recharge water is available during high demand periods when it is most needed. A similar analysis will be performed for conveyance to return water from a water bank, exchange or some other type of water management alternative. Experiences during recent drought periods demonstrated that there can be limited capacity to return water by instantaneous exchange (for projects such as groundwater storage downstream of the Coastal Aqueduct) during extreme drought periods when the water is needed.

Subtask 4.3 – Quantify SWP Supply Capability

A primary goal of the evaluation will be to sync up the local demands with available SWP water supplies and water management alternatives. The primary source of SWP water supply information will be CALSIM reservoir operations studies for different assumptions about future regulatory conditions, facilities, and climate conditions. CALSIM studies will be obtained for monthly deliveries to SWP contractors for use in evaluations. Initially, these study results for Table A, Article 56, and Article 21 Water will be computed for San Luis Obispo and Santa Barbara Counties based on their Table A allocations. These monthly results will also be summarized annually for use in the management alternatives.

As a complement to direct use of CALSIM study results, an analysis of SWP operations trends in recent years will be conducted. Initial review of SWP operations shows that actual SWP storage in San Luis Reservoir is normally considerably higher than the assumptions used for CALSIM studies. Actual SWP San Luis Reservoir storages that are 100,000s of acre-feet higher than CALSIM study results would mean that the quantity and occurrence of carryover water being spilled may be considerably higher in the real world than what is indicated by CALSIM results. Adjustments to CALSIM operations based on actual operations will be developed and applied to CALSIM results as an alternative for analysis that may improve the utility of the results. The result of the SWP water supply analysis will be tables showing monthly and annual amounts of various types of SWP water available for San Luis Obispo and Santa Barbara Counties, as well as for other SWP contractors that may be partners in water management alternatives such as banking, exchanges, or transfers.

Subtask 4.4 – Evaluate Management Alternatives

The water supply and conveyance information identified in Subtasks 4.2 and 4.3 will be combined with demand information for Central Coast water users to evaluate individual and combined water management alternatives. From three to ten different water management alternatives will be evaluated on an annual basis to quantify their performance for meeting Central Coast water users water needs. The evaluation will quantify the minimum level of deliveries, average level of deliveries, storage in banking sites, cost, and other parameters to be considered in the selection criteria. The use of annual operations analysis for the evaluation will be reviewed early in the process to

determine its adequacy. If that approach is not adequate to meet CCWA planning needs, then a specific proposal for the optional Subtask 4.6 will be presented to CCWA for their consideration.

Deliverable:

- Presentation of water supply provided to CCWA Stakeholders for evaluated alternative strategies

Subtask 4.5 – Select Management Alternatives

This subtask will involve presentation of the results of Subtask 4.4 in relation to the selection criteria identified in Task 3. The performance of the various management alternatives will be reviewed with CCWA and appropriate stakeholders to identify the best individual alternative or combination of alternatives. It is also possible that refinements to the alternatives can be developed based on feedback from CCWA and stakeholders. The completed result of this task will be an approach for water management options that meets CCWA needs in the most effective manner.

Subtask 4.6 (Optional) – Develop More Detailed Local Planning Model

As noted in Subtask 4.4, the initial approach of reliance on an annual planning model will be reviewed as an initial step. It is possible that a more detailed monthly model may be helpful for more accurate analysis of water management alternatives. This model would include different delivery zones within CCWA along with monthly capacities for the Coastal Branch, the Chorro Valley and Lopez Pipelines, other local conveyance, groundwater basins, and other features that have the potential to improve overall water management. This task would be scoped early in the study and reviewed with CCWA and its stakeholders to confirm the need for the analysis and define the level of effort for the subtask.

Task 5.0 – Consideration of Increased Table A Amount

CCWA is currently pursuing increasing its SWP Table A amounts through purchase of the Suspended Coastal Branch Table A and through SWP-wide projects such as the Delta Conveyance Facility project. The benefits and usability of SWP Table A amounts will be developed using the CALSIM review described above. The raw water supply benefits of the Suspended Coastal Branch Table A purchase will be

quantified, together with the benefits that can be achieved through a broader water management approach and the associated costs of that approach. Similar analysis would be conducted for projects like the Delta Conveyance Facility, if requested. The results of these analyses would be presented to CCWA for their consideration in making management choices.

Deliverable:

- Memorandum summarizing Benefits and Risks for increased Table A Options

Time Availability

Provost & Pritchard and Hallmark Group staff will be available as needed to perform their specific service associated with the CCWA. Even with the recent events surrounding COVID-19, our team has continued to be available to our clients either through in-person meetings or remotely. We have the diversity and the depth of staff needed for the Water Authority's project.

Provost & Pritchard and Hallmark Group utilize a scheduling software to allocate individual staff at all levels of involvement with the project from start to finish. The principal-in-charge will check weekly availability of each assigned staff so that the agreed upon schedule and critical deadlines are met. This weekly review of allocated staff hours to the Authority's project will protect against staff being pulled off to other assignments. Additionally, for the Authority's project our principal-in-charge, can commit additional support staff as needed to meet the agreed upon schedule.

Provost & Pritchard and Hallmark Group employs highly trained staff with experience in a wide range of disciplines. With integrated computer and telephone systems and video conferencing capabilities between our firm's nine office locations, our project teams are able to function efficiently and effectively as one, allowing the convenient utilization of staff expertise and resources from our other locations, as necessary. This convenience and efficient ability to communicate within our offices allows our project teams to focus on providing quality products for our clients while keeping their projects on schedule and within budget.

Rate Sheet

Provost & Pritchard	
Principal Engineer	\$185.00 - \$225.00
Senior Engineer	\$150.00 - \$178.00
Associate Engineer	\$120.00 - \$145.00
Assistant Engineer	\$95.00 - \$120.00
Senior Technician	\$130.00 - \$150.00
Associate Technician	\$103.00 - \$125.00
Assistant Technician	\$75.00 - \$95.00
Project Administrator	\$78.00 - \$98.00
Hallmark Group	
Principal & Strategic Advisor / Vice President and Program Manager	\$300.00
Director Water Resources / Supply	\$250.00
Project Controls Manager	\$225.00
Senior Project Manager	\$200.00
Project Manager	\$175.00
Senior Project Analyst	\$155.00
Project Analyst / Contract Administrator	\$140.00
Project Coordinator / Document Control	\$125.00
Project Administrator	\$110.00

References

Agency	Contact	Telephone	Email	Project
Provost & Pritchard				
North Fork Kings GSA 4886 East Jensen Avenue Fresno, CA 93725	Mark McKean	(559) 866-8600	mckean@psnw.com	<ul style="list-style-type: none"> Groundwater Sustainability Plan Development
Central California Irrigation District P.O. Box 1231 Los Banos, CA 93635	Jarrett Martin	(209) 826-1421	martin@ccidwater.org	<ul style="list-style-type: none"> Los Banos Creek Diversion Project
San Geronio Pass Water Agency 1210 Beaumont Avenue Beaumont, CA 92223	Jeff Davis	(909) 845-2577	jdavis@sgpwa.com	<ul style="list-style-type: none"> Groundwater Sustainability Plan Development
Hallmark Group				
California Department of Water Resources 1416 9th Street Sacramento, CA 95814	Karla Nemeth	(916) 653-7007	karla.nemeth@resources.ca.gov	<ul style="list-style-type: none"> WaterFix Transition Services and Environmental Planning Program Management
Westlands Water District 3131 N. Fresno Street P.O. Box 6056 Fresno, CA 93703-6056	Tom Birmingham	(559) 241-6201	tbirmingham@wwd.ca.gov	<ul style="list-style-type: none"> Yolo Ranch Restoration Project
Metropolitan Water District of SoCal P.O. Box 54153 Los Angeles, CA 90054-0153	Jeff Kightlinger	(213) 217-6211	jkightlinger@mwdh2o.com	<ul style="list-style-type: none"> WaterFix Environmental Planning Program Management

Appendix A: Resumes

Appendix A: Resumes

Terry Erlewine, PE

Principal-in-Charge

Provost & Pritchard

Education

- ✓ M.S., Civil Engineering, University of California, Davis
- ✓ B.S., Civil Engineering, University of California, Davis

Licenses/Registrations/Certifications

- ✓ Civil Engineer, California #32985

Affiliations

- ✓ Groundwater Resources Association

Areas of Expertise

- ✓ Water Resources
- ✓ Groundwater Resource Studies
- ✓ Groundwater Modeling
- ✓ Groundwater Conjunctive Use Programs
- ✓ Surface Water Studies

Professional Summary

Terry Erlewine is Principal Water Resources Engineer with Provost & Pritchard who has more than 38 years of experience providing water resources planning and analysis. He has conducted many surface and groundwater resources studies, including water uses, operations studies, groundwater modeling, and groundwater conjunctive use programs. For twenty-three years, Mr. Erlewine worked for the State Water Contractors, most recently serving as General Manager for 14 years. Previously, Mr. Erlewine worked as a consultant on water resources. Mr. Erlewine began his career with the California Department of Water Resources. In his 13-year tenure with the Department, he was involved in all aspects of surface water and groundwater projects.

Relevant Experience

San Geronio Pass Water Agency, Beaumont, California, Project Manager – Mr. Erlewine is currently managing development of a Groundwater Sustainability Plan for the 64,000-acre San Geronio Pass Subbasin. The GSP will serve three GSAs in the subbasin – the San Geronio Pass GSA, Verbenia GSA and a portion of the Desert Water Agency GSA. The GSP will address groundwater sustainability in an area of limited water supply availability and increasing urban development. The GSP will be completed and adopted by GSAs prior to January 2022.

North Fork Kings GSA, Riverdale, California, Project Engineer – Mr. Erlewine developed water budget for the North Fork Kings GSA, quantifying water budget components including agricultural water use, M&I water use, effective precipitation, groundwater seepage and groundwater pumping. The analysis also considered climate change, including effects on evapotranspiration, precipitation and local water supplies.

Kern Groundwater Authority, Bakersfield, California, Basin Coordinator – Mr. Erlewine served as Basin Coordinator for the Kern Groundwater Authority, which is the largest Groundwater Sustainability in the Kern Subbasin. Mr. Erlewine initially served as acting general manager (Planning Manager) and subsequently served in a senior advisory role. While acting Planning Manager, he developed KGA budget and schedule for GSP preparation. He also provided technical advice on groundwater modeling and other GSP preparation elements. He developed projected future water supply conditions for the State Water Project considering climate change

Terry Erlewine, PE *(continued)*

Principal-in-Charge

for use in SGMA groundwater modeling projections.

State Water Contractors, Sacramento, California, General Manager – Mr. Erlewine managed the State Water Contractors, developing consensus on a wide variety of issues related to State Water Project (SWP) and other factors for the 27 member agencies of the State Water Contractors. He organized and directed monthly meetings for a nine-member Board of Directors, regularly reported on water supply and management issues, and provided annual reports on objectives for the State Water Contractors.

Mr. Erlewine routinely discussed water supply impacts of Delta regulations with State Water Resources Control Board, U.S. Fish and Wildlife Service, National Marine Fisheries Service, and California Department of Fish and Wildlife Staff. Frequently presented views of the SWP contractors at State Water Resources Control Board hearings.

Water Supply Impact Analysis, State Water Contractors, Sacramento, California – Mr. Erlewine prepared an analysis of water supply impacts to the State Water Project of federal endangered species act regulatory measures. Water supply impacts included reduction in water deliveries to State Water Project customers leading to reduced crop acreage, increased costs for alternative supplies and groundwater level impacts. Testimony was presented to Eastern District of California Federal Court in litigation on implementation of the Operations Criteria and Plan biological opinion.

State Water Contractors, Sacramento, California, General Manager - Worked with Agricultural Economist and Water Supply Engineers in developing approach for analyzing water supply and economic impacts of water supply scenarios for State Water Project (SWP) contractor districts over multi-year drought periods. Developed water supply data for selected SWP contractors to apply in analysis of shortages during recent drought periods.

Semitropic Water Bank, Semitropic Water Storage District, Wasco, Groundwater Task Lead – Evaluated groundwater level impacts from proposed Metropolitan Water District of Southern California water banking program with Semitropic

Water Storage District in the San Joaquin Valley. Groundwater levels were projected for a three-year period with and without the proposed banking program. Significant impacts of the proposed banking operation were summarized and present in California Environmental Quality Act documentation.

Sacramento Valley Water Management Agreement, State Water Contractors, Sacramento, Committee Co-Chair – Mr. Erlewine served as co-chair of the Technical Measurement and Monitoring Committee for the Sacramento Valley Water Management Agreement. The Technical Measurement and Monitoring Committee collectively developed groundwater monitoring approaches that would identify water supply benefits and impacts for proposed water management actions, primarily conjunctive use projects. Membership in the Technical Measurement and Monitoring Committee included representatives of the SWP Contractors, the CVP Contractors, Sacramento Valley Water Users, the Department of Water Resources and the U.S. Bureau of Reclamation.

San Joaquin Valley Groundwater Study, Department of Water Resources, Fresno, Project Manager – Modified and updated finite element groundwater model for San Joaquin Valley, California. Modified elements in network to reflect geology and variations in recharge due to surface water supply. Calibrated groundwater model for 12 years through comparison of modeled results to average water levels as determined from geostatistical analysis.

Kern Fan Element Water Bank, Department of Water Resources, Bakersfield, Project Manager – Developed finite difference groundwater model for 40,000-acre conjunctive use site and vicinity in Kern County, California. Model was developed with multiple layers and used to simulate impacts of proposed recharge basin and extraction well configurations. Pre-processing program was developed to quantify pumping and recharge amounts for various project alternatives.

Dan Flory, PE

Provost & Pritchard

Education

- ✓ B.S., Civil Engineering, California State University, Chico
- ✓ Executive Management Program, University of California, Davis

Licenses/Registrations/Certifications

- ✓ Civil Engineer, California #33004

Areas of Expertise

- ✓ Water Resources Engineering
- ✓ Water Banking
- ✓ Water Transfers
- ✓ Bid Documents
- ✓ Data Analysis

Professional Summary

Dan Flory is a Principal Engineer specializing in water resources with Provost & Pritchard. Mr. Flory has more than 30 years of experience in water resources engineering including water banking and transfers. He served in 28 progressively more responsible roles for the California Department of Water Resources, culminating in his position as the department's executive manager. He worked an additional four years in engineering with the California Department of Water Resources. He is an experienced advisor to legislative staffs, appointed officials and board members as well as serving as an expert witness providing testimony in litigation involving water rights.

Relevant Experience

Westside Recharge Basin, Antelope Valley East Kern Water Agency, General Manager – Led the development of three groundwater banks in the Antelope Valley, including recharge basins and over 30 extraction wells to meet local water quantity and dry year supply needs.

AVEK 2014-15 Dry Year Exchanges, Antelope Valley East Kern Water Agency, General Manager – negotiated water transfer and exchange agreements involving SWP supplies to firm up dry year supplies and recover over \$13 million in SWP costs for the Agency.

Monterey Amendment, Water Supply Contract Negotiation, California Department of Water Resources, Principal Engineer – negotiate and draft contract language for long term water supply for the Department with Local Agencies and SWP contractors.

Term 91 Supply Study, State Water Resources Control Board, Associate Engineer – perform analysis of surface water rights to determine the availability of unappropriated water in the Sacramento – San Joaquin watershed.

Previous Experience

Antelope Valley-East Kern Water Agency, Palmdale, California, General Manager – Reporting to the Board of Directors, Mr. Flory was responsible to oversee all operations of the Agency. He managed a \$45 million budget and 40 operations and administrative staff. His position also included supplying water through four water treatment plants to a population of about 400,000 and 2,400 square miles in the Mojave Desert and Antelope Valley. He led the development of three local water banks recharging SWP water in 2011 allowing the Agency to meet all water quality and water supply needs during a four-year drought. He also negotiated water delivery and exchange agreements to net \$13 million in additional revenue for the Agency. (2015-2015)

Dan Flory, PE *(continued)*

California Department of Water Resources, Sacramento, California, Executive Manager – Reporting to the SWP Deputy Director and leading the Department's efforts to renegotiate and extend the long-term water supply contracts, Mr. Flory developed new and revised contract terms to fund major capital improvements including the through Delta facilities and address SWP bonding and cash flow issues. He provided expert testimony and technical support to defend the Department's long-standing practices in the allocation of water and power costs among the water contractors. As Executive Manager for FloodSAFE California he provided oversight and executive direction to the FloodSAFE program with an annual budget was over \$700 million a year. He also directed the work of a large multi-disciplinary matrix management team of Department staff and consultants; developed the bond expenditure plan and managed over one hundred programs and projects and reported to the legislature and Department management all expenses and progress of the work. (2006-2009)

California Department of Water Resources, Sacramento, California, Division Chief – For six years, Mr. Flory supervised and directed the work of 100 engineers and analysts in the administration of power purchase and water supply contracts. The operating budget, including power purchases was about \$300 million a year. Work included the allocation of water supplies to water users and the distribution of water and power costs to 29 SWP contracting agencies. He also developed the 400 page annual report documenting the costs to contractors. (2000-2006)

California Department of Water Resources, Sacramento, California, Principal Engineer – Mr. Flory supervised and directed the work of the Water Supply Reliability Branch. Water resource planning related to the SWP, including the Bay Delta Water Rights Hearing Group, the Arroyo Pasajero Flood Study Team and the Future Water Supply Studies Group. (1997-2000)

California Department of Water Resources, Sacramento, California, Section Chief – For 11 years Mr. Flory supervised the Water Contracts Administration and Negotiation Section. He directed the work of 20 engineers and technicians,

approving water delivery schedules, documenting deliveries and facilitating water transfers. He also developed contracts for the use of the SWP facilities. (1992-1997)

California State Water Resources Control Board, Sacramento, California, Water Rights Engineer – Mr. Flory was responsible to investigate, document and to present findings to the State Water Resources Control Board on water right applications and disputes. He gave presentations at public hearings and in one-on-one staff briefings of Board members; organized staff reports; facilitated public testimony and developed the hearing record on water right hearings and adjudicatory processes for surface and groundwater resources. (1986-1992)

California Department of Water Resources, Sacramento, California, Civil Design Engineer – Mr. Flory developed civil design drawings and specifications for major SWP projects including the Bottlerock Geothermal Power Plant and the Suisun Marsh Water Quality Control Structures. (1983-1986)

California State Water Resources Control Board, Sacramento, California, Associate Engineer – As an Associate Engineer, Mr. Flory performed a special study to determine the water available for appropriation in the Sacramento San Joaquin watershed. He analyzed all water rights held in the Central Valley including all appropriative and riparian rights; determined the applicability of standard water right restrictions on diversions; took field measurements and documented water diversions for a court ordered adjudication. (1980-1983)

Dale K. Melville, PE

Provost & Pritchard

Education

- ✓ M.S. Civil Engineering,
University of California, Davis
- ✓ B.S. Mechanical Engineering,
University of California, Davis

Licenses/Registrations/Certifications

- ✓ Civil Engineer, California #28098

Affiliations & Positions

- ✓ Manager - Engineer- Dudley Ridge Water District
- ✓ Executive Director - Southwest Kings Groundwater Sustainability Agency
- ✓ Director - South Valley Water Resources Authority
- ✓ Director - Westside Water Quality Coalition
- ✓ Civil and Environmental Engineering Advisory Board Member, California Polytechnic State University, San Luis Obispo

Areas of Expertise

- ✓ Water Transfers & Exchanges
- ✓ Agricultural & Municipal Infrastructure
- ✓ Agricultural & Municipal District Management
- ✓ Water/Wastewater Distribution, Treatment & Recycling

Professional Summary

Dale Melville is a principal water resources engineer and Chair of the Board of Director's at Provost & Pritchard. With over 45 years of consulting engineering experience, he has been involved with projects related to all aspects of agricultural and municipal infrastructure projects. He is or has been consulting or district engineer to several municipal and agricultural districts. Mr. Melville's experience includes site investigations, feasibility studies, management of projects related to design and construction of both municipal and agricultural water and wastewater conveyance and treatment systems, wastewater reclamation, agricultural irrigation and drainage systems, water transfers/exchanges, and groundwater recharge/recovery facilities.

Mr. Melville has established working relationships with numerous state and federal government agencies in preparing applications and securing grant and loan funds for infrastructure projects. His experience includes serving both private and public agency clients.

Relevant Experience

Ongoing Consulting Services, Dudley Ridge Water District, Kings County, California, District Manager-Engineer – Mr. Melville has been the manager-engineer for this agricultural water district, administering their State Water Project contract for over 25 years. In addition to his management duties, he has developed conjunctive use and long-term transfer/exchange programs for the District, including groundwater banking projects with the Kern Water Bank Authority and Cawelo Water District, exchange programs with Kern County Water Agency, Tulare Lake Basin Water Storage District, and San Gabriel Valley Municipal Water District, and numerous annual water transfers and exchanges. He also assisted in the formation of the Kern Water Bank Authority, a public agency involved in the acquisition, development, and operation of a 20,000-acre groundwater banking facility, which was the largest groundwater recharge project in the world (Mr. Melville was a founding member of the board of directors for the Kern Water Bank Authority). Mr. Melville has also assisted the District in the permanent transfers of State Water Project Table A water to Mojave Water Agency and Antelope Valley-East Kern Water Agency.

General Water Transfers/Exchanges, Various Clients, San Joaquin Valley, California, Project Manager – Mr. Melville has assisted numerous public agency and private clients with negotiations and obtaining regulatory approvals (State Water Resources Control Board, Department of Water Resources, U.S. Bureau of Reclamation, and local agencies) including California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) compliance for water transfers totaling more than 500,000 acre-feet. He prepared applications, drafted agreements, and obtained regulatory approvals for change of place-of-use or point of delivery agreements for typically two to five water transfers per year

Dale K. Melville, PE *(continued)*

since the mid-1990s. Transfers have included: State Water Project contractors in Kings, Kern, Tulare, San Luis Obispo, Stanislaus, and Los Angeles counties; San Luis Unit-Central Valley Project water, Friant-Central Valley Project water, and Kern, Kaweah, Tule, and Kings Rivers. Water has been transferred to San Luis Unit-Central Valley Project contractors, Friant-Central Valley Project contractors, State Water Project contractors, environmental purposes, and individual landowners within Central Valley Project and State Water Project service areas.

Water Acquisitions, Transfers, and Contracts, Westside Water Districts, Kern and Kings Counties, California, Project Manager – Since 2008 Mr. Melville has represented Belridge Water Storage District, Berrenda Mesa Water District, Dudley Ridge Water District, Lost Hills Water District, and Wheeler Ridge-Maricopa Water Storage District in the acquisition, negotiations, contract development, transfer documents, CEQA/NEPA compliance, and approvals of annual and longer-term transfers and exchanges from water purveyors from northern California, the Central Coast, and the San Joaquin Valley.

Warren Act Contract, Kern-Tulare Water District, and Rag Gulch Water District, Tulare and Kern Counties, California, Project Manager – Mr. Melville was responsible for preparation of a NEPA environmental document and U.S. Bureau of Reclamation application for a Warren Act contract to convey State Water Project and Kern River water in the Friant-Kern Canal to increase the water management options available to the districts.

Cawelo Conjunctive Use Program, Dudley Ridge Water District & Cawelo Water District, Kern County, California, Project Manager – Mr. Melville prepared an application and obtained a \$7.5 million state grant used to develop a groundwater banking and conjunctive use program between Dudley Ridge and Cawelo Water Districts. Mr. Melville was instrumental in the negotiations and preparation of the operating agreement between the districts and approvals from other agencies. The program included design and construction of two groundwater recharge sites along Poso Creek (245 acres of ponds), five recovery wells and associated pipeline, diversion facilities, and appurtenances.

Water Supply Evaluation, Confidential Client, Central Valley, California, Project Manager – Mr. Melville was responsible for the preparation of a comprehensive evaluation of potential water supplies that could be pursued by an agricultural water district. The evaluation included a fatal flaw analysis, cost estimates of securing and transferring surface water supplies, and developing a prioritized list of several surface and groundwater programs for the district.

Water Contract Assignment/Water Transfer, Westlands Water District, Fresno and Kings Counties, California, Project Manager – Mr. Melville was responsible for an environmental impact report/environmental impact study (EIR/EIS) for a water contract assignment and water transfer from a Central Valley Project contractor to the district in compliance with CEQA/NEPA requirements and an extremely short client time schedule. He also served as project manager to assist the district in the preparation of two other CEQA documents, including up to 200,000 acre-feet per year in water transfers and for a groundwater pump-in program to the California Aqueduct.

Drought Water Bank, State Water Purchasing Committee, California, Committee Member – Mr. Melville was a participating member of the State Water Purchasing Committee for the 1991 Drought Water Bank (the first emergency water bank formed in the state) to secure a critical-need water supply for the Dudley Ridge Water District, a State Water Project contractor. Mr. Melville was also a participant in almost all of the subsequent dry year water purchase programs administered through the Department of Water Resources or the State Water Contractors, Inc.

Water Transfer, Poso Creek Water Company and Paramount Farming Company, Fresno and Kern Counties, California, Project Manager – Mr. Melville prepared documents and obtained approvals from the California Department of Water Resources, State Water Resources Control Board, and the State Water Contractors for a long-term change in place of use to facilitate annual water transfers between state and federal water districts.

David Halopoff, PE

Provost & Pritchard

Education

- ✓ M.S. Civil Engineering, Emphasis in Water & Environmental (in progress), California State University, Fresno
- ✓ B.S. Civil Engineering, Emphasis in Water & Environmental, California State University, Fresno

Licenses/Registrations/Certifications

- ✓ Civil Engineer, California #87340

Affiliations

- ✓ American Society of Civil Engineers (ASCE)

Areas of Expertise

- ✓ Water Resources Engineering and Consulting
- ✓ Hydrogeology
- ✓ Groundwater Well Design and Construction
- ✓ Groundwater Engineering
- ✓ Irrigation Water Supply and Distribution
- ✓ Irrigation District Infrastructure Design
- ✓ Pump Design
- ✓ Sustainable Groundwater Management Act (SGMA)
- ✓ Regulatory Program Compliance
- ✓ Contaminant Fate & Transport
- ✓ Water Distribution System Design & Standards
- ✓ Geoenvironmental
- ✓ Soil Mechanics

Professional Summary

David Halopoff is a project manager and senior engineer at Provost & Pritchard with more than seven years of professional experience. His experience includes water resources and civil engineering, and construction. Mr. Halopoff has been involved with projects related to all aspects of municipal and agricultural water supply and distribution, groundwater recharge and recovery projects (direct and in-lieu), groundwater hydrogeology, groundwater engineering, groundwater well design and construction, groundwater quality, water supply studies, pump design, and construction oversight of public works and agricultural facilities. Mr. Halopoff has worked on over 50 well projects that include design and construction of municipal, industrial, and agricultural groundwater production wells. Water quality concerns are a common issue and many of the wells have required depth zone specific water quality formation sampling to allow effective design of the wells.

Relevant Experience

Turnipseed Basin Phase 3 Expansion, Delano-Earlimart Irrigation District, Delano, California, Project Engineer – Mr. Halopoff provided engineering and design services in preparing design and construction documents for the Delano-Earlimart Irrigation District Turnipseed Basin Phase 3 Expansion. The Project consists of 320-acres of recharge basins, a new 100 cfs water delivery lateral to the site consisting of a cast-in-place pressurized junction box on an existing 72-inch lateral and a 54-inch distribution lateral. The existing gravity lateral has existing downstream demands, and in order to alleviate potential issues delivering surface water to downstream users, motorized flow control valves were implemented on the turnout manifolds to maintain adequate head pressure in the cast-in-place junction box to provide for downstream deliveries on the existing 72-inch lateral.

Water Banking Screening Analysis, South Valley Water Resources Authority, Kern, Tulare, Kings, and Fresno Counties, California, Project Manager and Project Engineer – Mr. Halopoff provided engineering and consulting services for a two-phase screening analysis of potential water banking projects in the San Joaquin Valley, south of the Sacramento-San Joaquin Delta (area of interest). The first phase consisted of a high-level screening analysis of potential water banking projects in the area of interest with the intent to identify a limited number of projects that warranted a further in-depth feasibility analysis. The potential projects included existing, planned, and new water banking projects in the area of interest. The first phase involved collecting information related to existing water banking programs, preparing a mapping analysis of future potential recharge areas, identifying future potential water banking projects, preparing rudimentary hydrogeology and water storage information, identifying potential agencies to partner with on future banking projects, and identifying potential agencies to partner with on short or long-term exchange projects. The

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David Halopoff, PE *(continued)*

work resulted in providing an initial screening of potential water banking projects and water exchange opportunities for the SVWRA to consider investing in to further enhance the water supplies of its Members. The Project also resulted in the negotiation and drafting of a multi-year water transfer agreement with an agency in the northern San Joaquin Valley where excess available surface water supplies would be transferred the South Valley Water Resources Authority via the California Aqueduct.

Groundwater Storage Analysis, Confidential Client, Kern County, California, Project Engineer – Mr. Halopoff provided engineering and evaluation services in preparing a report that provided an analysis of the various water banking options for the Semitropic Water Storage District Groundwater Banking Program located in California’s San Joaquin Valley. This analysis evaluated the relative advantages and disadvantages of three buy in options to the Semitropic Groundwater Banking Program. The analysis included a water supply forecast model that analyzed the feasibility of using surface water originating north of the Sacramento-San Joaquin Delta to bank in the Semitropic Groundwater Banking Program and the availability of the recovered groundwater on an annual basis. An economic analysis of each of the three options was also provided to identify the capital and operational cost of storing and recovering the banked water supplies.

Well Rehabilitation and Well Field Management, Arvin-Edison Water Storage District, Arvin, California, Project Engineer – Mr. Halopoff has been assisting in the review of the performance and condition of Arvin-Edison Water Storage District’s 76 existing groundwater recovery wells and developing a masterplan for their rehabilitation and replacement. Many of the wells are nearly 50 years old and are approaching the end of their expected lives. The master plan is also reviewing whether additional wells are needed to meet District demands, and if yes, recommending locations for additional wells. The project team has been working with the District to rehabilitate several existing pumps and motors, and to replace three groundwater recovery wells that failed during the recent drought. The team manages the collection and analysis of data on all the District groundwater recovery wells, pumps,

and motors. When pumps and/or motors are identified to have problems, the team develops solutions, and manages bidding and rehabilitation and replacement work by well drillers and pump and motor suppliers (including field review of that work). To date the project has included the siting, design, construction, and equipping of ten (10) replacement groundwater recovery wells, some requiring new laterals to the District distribution facilities. One of the replacement wells included depth zone specific water quality formation sampling in the pilot hole to mitigate for arsenic water quality concerns, which was successful. The new recovery wells ranged in depths from 1,000 feet to 1,350 feet with casing sizes ranging from 16 inch to 18 inch. The work also includes design, bidding, and construction oversight expanding the District’s overhead 12kV system to the new groundwater recovery wells, and installation of the control panel, well pump starter, and site electrical facilities to provide for fully functioning groundwater recovery well sites.

Aqueduct Pump Back Project, Dudley Ridge Water District, Kern County, California, Project Engineer – Mr. Halopoff provided design engineering services for the preparation of installing 2 – 250 cfs pump stations along the California Aqueduct to pump water upgradient and across two existing check structures in order to deliver water from downstream in the California Aqueduct to the Dudley Ridge Water District and other areas of Northern Kern County. Mr. Halopoff reviewed proposed pump system pump and system curves, pump characteristics, system piping, and preparation of preliminary design and construction documents. Mr. Halopoff also worked directly with the California Department of Water Resources office and field staff reviewing the proposed installation and in preparation of operation agreements.

Curtis Creel, PE

Hallmark Group

Education

- ✓ B.S Environmental Resources Engineering, Emphasis in Water Resources, Humboldt State University
- ✓ Advanced Water Resources Modeling Courses, Humboldt State University and California State University, Sacramento

Licenses/Registrations/Certifications

- ✓ Civil Engineer
- ✓ Co-authored two professional journals on operations modeling for the State Water Project

Affiliations

- ✓ Member of American Society of Civil Engineers

Professional Summary

Curtis has over 33 years of expertise focused on water resources development and management in California effectively collaborating among local, State and federal teams. He began his career with the California Department of Water Resources (DWR) as an engineer working on computer models to simulate the operations of the State Water Project (SWP) and transitioned to the role of Chief of the State Water Project Operations Planning Branch where he oversaw the tactical and strategic water operations of the SWP. Specifically, Mr. Creel was responsible for recommending SWP allocations to the Director, deciding how much water would be exported into the California Aqueduct, complying with State and federal regulations, ensuring DWR policy implementation and overseeing operations modeling.

In 2005, Curtis left DWR to continue his career in public service with the Kern County Water Agency (KCWA) comprised of a seven-member Board. As the Water Resources Manager, Curtis administered water supply contracts, administered local groundwater banking and conveyance projects and represented the KCWA on SWP matters with other public water agencies as well as DWR. He became KCWA's General Manager in 2016 and oversaw the operation and administration of KCWA (a \$500M agency). Curtis now resides in the Sacramento area and remains focused on Water Supply Management for Hallmark Group.

Curtis has operated with direct accountability in an executive management capacity for large-scale water programs throughout the State and has demonstrated effective facilitation, engagement and the unique ability to gain concurrence among a variety of stakeholders

Relevant Experience

California WaterFix – KCWA 2013-2019

Curtis served as the lead negotiator for KCWA to extend the water service contracts for the SWP, as well as the California WaterFix Contract Amendment. California WaterFix (formerly the Bay Delta Conservation Plan), is a \$17 billion program to provide a more reliable water supply to over 25 million California residents. Most recently, Mr. Creel lead the Agency's team in negotiations on contract amendments for the Delta Conveyance facilities.

State Water Contractors, Inc. – Board Director 2010-2019

Curtis served as a Director on the State Water Contractors, Inc. (SWC) Board for nine years. The SWC's is an association comprised of 27 public water agencies working to provide a reliable water supply to more than 27 million residents and 750,000 acres of farmland throughout the State. In his role on the Board, Curtis represented SWC on energy policy, endangered species protections and water supply development. During his tenure he provided policy direction to SWC staff and acted as a technical

CCWA June 25, 2020 Board Mtg.

Curtis Creel, PE *(continued)*

lead for various activities including expansion of Central Valley Project (CVP) and SWP modeling capabilities.

Oroville Facilities – 2001-2005

Curtis has direct experience with modeling and participated in DWR's efforts to obtain an updated Federal Energy Regulatory Commission (FERC) license for the Oroville Facilities. Located on the Feather River in Butte County, the principal features include the Oroville Dam and Reservoir, Edward Hyatt Powerplant, Thermalito Facilities, Feather River Fish Hatchery, and associated recreational, fish and wildlife preservation and enhancement facilities. The hydroelectric facilities have a combined license capacity of approximately 762 megawatts, which produce an average of 2.2 billion kilowatt-hours of electricity each year. As DWR's lead on the Engineering and Operations Workgroup, Curtis worked with stakeholders to provide project updates regarding possible changes to facility operations and led a team responsible for modeling operations and water quality conditions for the Feather River. His team included both DWR and consultant experts that developed important information about how the operations of the Oroville Complex could be adjusted to meet specific objectives identified in the relicensing process.

Biological Opinions for the CVP and SWP – DWR Lead Representative 1995-2005

While working as DWR Chief of the State Water Project Operations Planning Branch, Curtis acted as the Department's lead representative for the development of biological opinions to cover the operations of the SWP and CVP. Curtis participated in a variety of technical and policy driven activities and was involved in discussions with fishery agencies to develop appropriate criteria.

CALFED – Chief of Compliance Monitoring, Engineering Assistant to Chief Deputy Director, and Chief of the SWP Operations Planning Branch 1992-2005

In 1994, the State and federal administrations developed a framework to improve environmental conditions in the Sacramento-San Joaquin Delta. The framework included (1) developing new criteria to protect beneficial uses of water in the Delta, (2) developing structural changes in the Delta to

improve the interaction between human and environmental needs, and (3) improving coordination among State and federal administrations and stakeholders on the operation of the SWP and CVP. Curtis played a vital role in determining how the SWP and CVP would be operated to provide water supply while improving conditions for the environment.

State Water Project – DWR Chief of Compliance 1992-1997

Curtis served as Chief of the Compliance Section at DWR. During this time, he directed work of staff to ensure compliance with State Water Resources Control Board (SWRCB) water rights criteria for the operations of the SWP, as well as compliance FERC license requirements. Curtis regularly interacted with SWRCB staff and was responsible for coordinating with State and federal agencies. Additionally, Curtis participated in the development of the Delta Accord and directed DWR staff to develop administrative procedures to ensure compliance with the Delta Accord criteria.

Jim Beck

Hallmark Group

Education

- ✓ M.S. Water Quality, University of Pittsburgh Graduate School of Public Health
- ✓ B.S. Biological Sciences and History, Emphasis in Environmental Biology, Minor in Chemistry

Licenses/Registrations/Certifications

- ✓ Water Quality Analyst - Grade IV - American Water Works Association
- ✓ Water Treatment Plant Operator - Grade III - State of California
- ✓ Water Distribution Operator - Grade II - State of California

Affiliations

- ✓ American Water Works Association

Professional Summary

Jim has over 30 years of expertise implementing initiatives to meet California's water needs. Formerly the General Manger of the Kern County Water Agency, Mr. Beck oversaw operation and administration, and held broad water-supply management responsibilities within Kern County. He has been instrumental in many programs that have placed the agency at the forefront of water management statewide. These programs include coordinating local participation in the State Water Project, developing and operating groundwater banking programs, operating the Cross Valley Canal, and overseeing the Henry C. Garnett Water Purification Plant.

Relevant Experience

Cuyama Basin Groundwater Sustainability Agency (\$2.9M)

Executive Director 2017-Present

Jim serves as the Executive Director for the Cuyama Basing Groundwater Sustainability Agency (CBGSA) that was formed by a Joint Exercise of Powers Agreement (JEPA) by multiple agencies and districts under the Sustainable Groundwater Management Act. The Cuyama Groundwater Basin has been identified by the California Department of Water Resources (DWR) as a high priority basin and subject to conditions of critical overdraft. The CBGSA must develop a Groundwater Sustainability Plan that prevents undesirable results and identifies and implements actions and projects to reach its sustainability goal and bring the basin in balance by 2040.

In 2017, the Hallmark Group was selected to lead the CBGSA and provide Executive Director services. Within a very short timeframe, Jim directed the proposal review and selection of key consultants for the program, developed annual and program-level budgets, developed and facilitated negotiations for program cost allocation among participants, developed the program schedule, and implemented executive-level Board reporting.

Eastside Water Management Area (\$400k)

Executive Director 2018-Present

Jim serves as the Executive Director for the Eastside Water Management Area (EWMA). The Kern Sub-basin of the Tulare Basin has been identified as a high priority Basin by DWR, which is subject to conditions of critical overdraft. Non-district landowners in the eastern portion of Kern County contracted with the Hallmark Group to form the Eastside Water Management Area (EWMA) to best represent their interests in developing a Groundwater Sustainability Plan chapter as required by SGMA. The EWMA membership draws from a 153,000 acre area and currently includes 42 members representing nearly 35,000 acres. The Hallmark Group provides Board reporting and facilitation, project controls, schedule management, consultant management, contract management, stakeholder outreach facilitation, and representation at Kern Groundwater Authority meetings.

Jim Beck *(continued)*

California WaterFix (\$17B)

KCWA General Manager 2007-2017

Jim's 30 years of California water policy leadership are reflected by the efficacy of his work with the California WaterFix (formerly the Bay Delta Conservation Plan), a \$15.5 billion program to provide a more reliable water supply to over 25 million California residents. Jim worked with stakeholders to provide project updates and to develop a Kern County implementation strategy. He also contributed to the negotiation of State and local funding agreements that identified not only the costs borne by Kern County, but also the terms and conditions for Kern County's participation in the planning effort.

Treated Water Capacity Expansion Project (\$143M) and Cross Valley Canal Expansion (\$100M)

KCWA General Manager 2001-2012

Jim managed KCWA's urban water district, which provides a supplemental water supply for the metropolitan Bakersfield area, and has led agency staff in two major capital improvement projects: the Treated Water Capacity Expansion Project (TWCEP) and the expansion of the Cross Valley Canal. The TWCEP included the expansion of the Henry C. Garnett Water Purification Plant, construction of new pump stations and pipelines to deliver treated water to the north, northwest and east portions of metropolitan Bakersfield, and construction of a 1MW solar photovoltaic system and electrical substation. These improvements improved drinking water quality, supply, and reliability; doubled the treatment capacity of the Henry C. Garnett Water Purification Plant; offset energy costs through solar and electrical substation facilities (over \$1M in seven years); and utilized renewable energy through use of the solar project. Expansion of the Cross Valley Canal included raising the liner to increase capacity and installing additional interties and turnouts. These efforts increased the capacity of the CVC by 54% and improved water supply reliability for CVC participants.

Kern County Local Mediation

KCWA General Manager 2003-2006

Jim managed the effort in Kern County to resolve numerous local water-management issues with stakeholders. As the lead spokesperson for the KCWA, he addressed issues including

local State Water Project (SWP) contract issues, groundwater issues and development, use and assignment of facilities, rights, and other KCWA assets. The effort involved over 50 stakeholder representatives which realized key advances in several areas: technical workgroups reached a consensus on draft guidelines for calculating hydrologic balances for agricultural and urban water districts, and preliminary discussions on asset allocation provided the foundation for formal agreements on allocating KCWA assets.

Groundwater Banking Programs

KCWA 1987-1995

Jim participated in the development of world-class banking projects in Kern County including the Kern Water Bank and KCWA's Pioneer Banking Project. Jim's role included technical support, project development and management, and agreement development. These projects added roughly 20,000 acre-feet (af) of recharge and 100,000 af of recovery for KCWA's Member Unit agencies. Investment and improvements to these banking programs provided increased water reliability and flexibility, improved water quality and provided habitat benefits to numerous native species and migrating waterfowl.

Harry Starkey, PE

Hallmark Group

Education

- ✓ B.S. Mechanical Engineering, California Polytechnic, San Luis Obispo

Licenses/Registrations/Certifications

- ✓ Professional Engineer, CA

Affiliations

- ✓ Association of California Water Agencies Board and Committee Member
- ✓ American Water Works Association
- ✓ Kern Bar Association Arbitrator

Professional Summary

Harry Starkey's 30-year career in water has focused on water management and development in Kern County. As the former General Manager of the West Kern and Berrenda Mesa Water Districts, Harry has extensive water banking experience in and around Kern County. His experience includes the planning, permitting, design, construction, financing, right of way acquisition and operation of water banking projects on the Kern Fan including the management of the Cross Valley Canal. In addition to his capital program management expertise, Harry has developed urban water management plans, water shortage contingency plans, water banking programs such as Berrenda Mesa, Pioneer, Kern Water Bank, West Kern Banking Programs, and preparation of various environmental compliance documents for permanent water transfers in California to further secure water reliability in Kern County.

Relevant Experience

North Recharge and Recovery Project (\$35M)

General Manager 2010-2011

Harry oversaw the project which involved the acquisition of right of way for the construction of a 500 acre groundwater banking project. The project has an annual recovery capacity of 12,000 acre-feet and an annual recharge capacity in excess of 20,000 acre-feet. The project included 5 water wells, recharge basins and pipelines that deliver stored water into the District's distribution system, the Cross Valley Canal and the California Aqueduct.

West Kern Solar Project (\$19M)

Project Manager 2012-2013

This project involved the equipping of 9 electric wells each with single axis 0.5 megawatt solar arrays. Harry acted as the Project Manager and was involved from project conception, through complex environmental permitting, financing and construction. The project received \$5M in Performance Based Incentive grants from PG&E.

Kern County Water Agency Emergency 23 Well (\$9.5M)

Project Engineer-1991

Under an emergency drought declaration in 1991, Harry worked with a team of engineers to drill and equip wells to provide an emergency dry year water supply for Kern County agriculture. The project involved site work and the equipping of water wells with pumps and electrical switchgear. In addition, these wells were plumbed with distribution pipelines for delivery to the Cross Valley and Kern River Canals.

Kern County Water Agency 5 Well Project (\$2.5M)

Project Engineer 1988

While working as a project engineer at the Kern County Water Agency, Harry was responsible for the design and construction management of

CCWA June 25, 2020 Board Mtg.

Harry Starkey, PE *(continued)*

five recovery wells on the Kern Fan. The project involved the equipping of five water wells with pumps and electrical switchgear. In addition, these five wells were plumbed with distribution pipelines for delivery to the Cross Valley Canal.

Kern Fan Water Banking Operations

Project Engineer/CVC Manager/GM 1990-2019

Harry has direct experience operating numerous water banking projects on the Kern Fan including the Pioneer Project, Berrenda Mesa Project, Kern Water Bank and the West Kern North and South Recharge and Recovery Projects. Operational responsibilities included the scheduling of water deliveries for recharge activities, coordination for the recovery of banked water and central record keeping for all water accounting.

Kern Water Bank

Project Engineer 1996

Harry worked on the initial construction and start-up operation of the recharge ponds for the Kern Water Bank. The work included the coordination of levee construction and placement of inter basin structures.

Appendix B: Acknowledgement of Addendum

**Central Coast Water Authority
ADDENDUM #1
Date of Issue: April 9, 2020**

**REQUEST FOR QUALIFICATIONS
Consulting Services to Develop Water Management Strategies to Maximize Yield
of the State Water Project for San Luis Obispo and Santa Barbara Counties.
March 27, 2020**

Addendum #1 is to document the change in the deadline for submitting Statement of Qualifications for the project. The sections of the Request For Qualifications that have been modified are presented below. Additional language are underscored and deletions are shown with strikethrough font, as follows:

PDF PAGE 2

Invitation

The Central Coast Water Authority (CCWA) is issuing a Request for Qualifications (RFQ) for professional services to develop water management strategies to optimize the yield of the State Water Project for San Luis Obispo and Santa Barbara Counties. The Project has a defined scope and timeframe and will require the services of a qualified engineering consulting firm ("Consultant") with specific experience with the California State Water Project operations to develop, facilitate and implement the Project tasks.

It is the policy of CCWA that the selection of a Consultant that will provide professional services shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

CCWA is inviting qualified Consultants to respond to this RFQ. **The deadline for submitting Statement of Qualification is ~~April 17, 2020~~. May 1, 2020**

And

PDF PAGE 9

Instructions for Submittals

Four (4) copies of the SOQ's must be received **by 3:00 p.m. on ~~April 17, 2020~~ May 1, 2020**. Late or faxed submittals will not be accepted.

And

PDF PAGE 11

Anticipated Schedule

CCWA has identified the following tentative timetable for submittal and evaluation of the SOQ, negotiation and approval of the standard Professional Engineering Services Agreement:

March 27, 2020	Issue RFQ
April 17, 2020 <u>May 1, 2020</u>	Submittal Deadline for all Qualifications
April 27, 2020 <u>May 18 – 21, 2020</u>	Consultant Interviews (if necessary)
May 1, 2020 <u>May 25 - 28, 2020</u>	Selection of Consultant and Notification
May 1, 2020 <u>May 28, 2020</u>	Commence Scope-of-Work Negotiations
May 15, 2020 <u>June 15, 2020</u>	Complete Scope-of-Work Negotiations
May 28, 2020 <u>June 25, 2020</u>	Board Approval of Consultant Contract
May 28, 2020 <u>June 25, 2020</u>	Notice to Proceed

While every attempt will be made to adhere to the above schedule following the Submittal Deadline for the SOQ, CCWA reserves the right to adjust or modify the selection process schedule. Where such changes to the selection process schedule are necessary, CCWA will advise all submitting Consultants in writing of any scheduling changes as soon as practicable

ACKNOWLEDGEMENT OF ADDENDUM #1

 4/9/2020

Signature and Date

Central Coast Water Authority
ADDENDUM #2
Date of Issue: April 27, 2020

REQUEST FOR QUALIFICATIONS
Consulting Services to Develop Water Management Strategies to Maximize Yield
of the State Water Project for San Luis Obispo and Santa Barbara Counties.
March 27, 2020

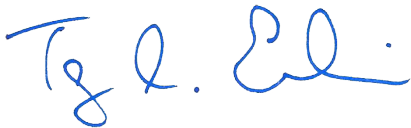
Addendum #2 is to document the change in the Statement of Qualifications (SOQ) submittal format. Considering the current working conditions related to COVID19, SOQs shall be submitted in electronic format. The sections of the Request For Qualifications that have been modified are presented below. Additional language are underscored and deletions are shown with strikethrough font, as follows:

PDF PAGE 9

Instructions for Submittals

~~Four (4) copies of the~~ **All** SOQ's must be **submitted in electronic format via email** received by 3:00 p.m. on ~~April 17, 2020~~ **May 1, 2020**. **The email submittal may include the SOQ as an attachment or may provide a link for downloading the SOQ.** Late or faxed submittals will not be accepted

ACKNOWLEDGEMENT OF ADDENDUM #1



4/27/2020

Signature and Date



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CENTRAL COAST WATER AUTHORITY

MEMORANDUM

June 17, 2020

TO: CCWA Board of Directors

FROM: John Brady
Deputy Director, Operations and Engineering

SUBJECT: Procurement of Chlorine Scrubber Equipment – Budget of \$288,750

Background

The primary chemical used for disinfection at the Water Treatment Plant (WTP) is compressed liquid chlorine. This chemical is converted to its gaseous form through an engineered distribution system that is used to dose chlorine into the water stream. If gaseous chlorine is released from its distribution system or its storage vessels to the atmosphere, it can be extremely hazardous to onsite personnel if not adequately controlled.

Compressed liquid chlorine is contained in one-ton cylinders that are stored in a chlorine storage building, which is equipped with the chlorine scrubber unit. If gaseous chlorine is detected through one of the buildings sensors, the chlorine scrubber unit will activate and will draw a vacuum in the building to extract all chlorine laden air out of the building. This chlorine laden air will pass through the scrubber unit where the air will mix with liquid sodium hydroxide, which essentially reacts with and removes the chlorine from the air before it is discharged through a vertical stack to the atmosphere. This system is necessary to ensure the health and safety of the WTP operators and other personnel.

The current chlorine scrubber unit was originally installed during plant construction in 1997 and has been refurbished a number of times to extend its service life. The most recent inspection revealed significant corrosion damage of the pump and storage compartments. These same elements have been repaired and replaced in the past and the cost to repair these elements will likely exceed 30% of a full replacement cost. Considering that the existing chlorine scrubber unit is well past its design service life and has a large repair cost, replacement of the system at this time is warranted.

Discussion

Due to the hazardous nature of gaseous chlorine, it is important to keep the chlorine scrubber unit fully functional and highly reliable. CCWA staff has maintained the system very well over the 23-year life of the existing system, but due to the corrosive nature of

sodium hydroxide, the fiberglass reinforced plastic elements have eroded with the passage of time. These elements include the sodium hydroxide storage tank and pumping system. The past refurbishment work was completed by both CCWA staff and outside contractors.

CCWA staff developed specifications to purchase the equipment and plans to install the system with in-house resources. CCWA's staff is fully capable of installing the new chlorine scrubber unit due to staff's prior work with the existing unit as well as newly hired staff that have specific experience installing similar units. The goal is to replace the existing chlorine scrubber unit during the 2020 Winter Shutdown in November.

Financial

Resolution 19-01 defines the rules and regulations that govern the purchase of services, supplies and equipment at CCWA. This resolution provides three methods of procurement; one of which is to solicit bids directly from three or more qualified potential Bidders. This method requires CCWA staff to prepare specifications and to provide them to three or more qualified Bidders and to open the bids at the time and date identified in the specifications.

Accordingly, CCWA staff researched the available vendors for chlorine scrubber equipment of the same size and capability as the existing system currently installed at the WTP. Staff identified three vendors and submitted a Request for Bids (RFB), with a set of detailed specifications, to each vendor. The three vendors included Powell (manufacturer of the current system), RJ Environmental and Avoqua. The bid opening is scheduled for June 22, 2020.

CCWA staff is attempting to procure the chlorine scrubber unit now so that it can be available for installation during the planned Winter Maintenance Shutdown in November 2020. The equipment normally will require a lead time of approximately 16 weeks, but may be longer due to reasons related to COVID19 mitigation measures.

Due to the Board Packet being published on June 18, the bid results for the chlorine scrubber unit are not included in this Board Report. However, the Bids will be reviewed for responsiveness to the RFB, tabulated and forwarded to the Board via email on June 22. A full presentation of the bid results and staff recommendations will be provided during the Board of Directors Meeting on June 25, 2020.

This procurement is included in the FY19/20 Budget in the amount of \$288,750.

Recommendation

A supplemental staff report with Bid results and staff recommendation will be transmitted to Board Members and posted to the CCWA website on June 22, 2020.



CENTRAL COAST WATER AUTHORITY
MEMORANDUM

June 23, 2020

TO: CCWA Board of Directors
FROM: John Brady 
Deputy Director, Operations and Engineering

SUBJECT: Procurement of Chlorine Scrubber Equipment – Budget of \$288,750

Background

As discussed in the June 17, 2020 Board Report for the subject procurement, CCWA staff developed specifications to purchase a Chlorine Scrubber Unit and plans to install the system with in-house resources. The goal is to replace the existing Chlorine Scrubber Unit during the 2020 Winter Shutdown in November.

CCWA staff is attempting to procure the Chlorine Scrubber Unit now so that it can be available for installation during the planned Winter Maintenance Shutdown in November 2020. The equipment normally will require a lead time of approximately 16 weeks, but may be longer due to reasons related to COVID19 mitigation measures.

Financial

CCWA staff identified three qualified vendors and issued each a Request for Bids (RFB), with a set of detailed specifications for a Chlorine Scrubber Unit. The three vendors included Powell (manufacturer of the current system), Integrity Municipal System and Evoqua. The Bid Opening was scheduled for June 22, 2020 and on this day, CCWA received three bids.

The results of the Bid Opening are as follows:

Bidder	Bid Amount
Integrity Municipal Systems	\$122,801.00
Evoqua	\$135,296.00 (\$128,359, if 20% Caustic version selected)
Powell	\$302,250.00

A panel of CCWA staff reviewed the three Bids to determine if they were responsive to the Bid Documents. The CCWA Specifications indicated that the Powell Sentry 2000, which is the existing Chlorine Scrubber Unit, shall be acceptable and that any other proposed Chlorine Scrubber Units must be functionally equivalent and comply with the

requirements of Pamphlet 89 of the Chlorine Institute of America. A detailed review of all of the components of the proposed Chlorine Scrubber Unit indicated that the unit proposed by Integrity Municipal Systems was equivalent. Also, a Preliminary Bid Tabulation was circulated to all three Bidders. The two highest Bidders acknowledged receipt and did not raise issue with the apparent low bid.

This procurement has a FY19/20 Budget of \$288,750 and the lowest responsive bid is for 122,801.00.

Recommendation

That the Board:

- Authorize the Executive Director to procure a Chlorine Scrubber Unit from Integrity Municipal Systems in the amount of \$122,801.00



CENTRAL COAST WATER AUTHORITY

MEMORANDUM

June 16, 2020

TO: CCWA Board of Directors

FROM: Ray A. Stokes
Executive Director

SUBJECT: 2020 Review of Personnel Policy Manual

SUMMARY AND DISCUSSION

The attached memo from Jeff Dinkin, CCWA Personnel legal counsel, outlines the proposed changes to the CCWA Personnel Policies and Procedures Manual. Staff will provide an overview of the proposed changes at the Board meeting.

RECOMMENDATION

The Personnel Committee recommends Board approval of the proposed changes to the CCWA Personnel Policies and Procedures Manual as outlined in the attached memo from CCWA Personnel legal counsel.

RAS

Attachment

STRADLING YOCCA CARLSON & RAUTH, P.C.

MEMORANDUM

TO: Ray Stokes, Executive Director **FILE NUMBER:** 102869-0001
FROM: Jeffrey Dinkin
DATE: April 3, 2020
SUBJECT: 2020 Review of Personnel Policy Manual

I have reviewed the CCWA Personnel Policy Manual (“Manual”), consulted with Lisa Watkins, and suggest the revisions.

1. Discrimination/Harassment. A recent change in California law specifies that the prohibition against discrimination or harassment based on race extends to traits historically associated with race including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists. We therefore recommend revisions the following section of the Manual so it reads as follows:

“Section 1.5 Equal Employment Opportunity. CCWA supports equal employment opportunities and does not unlawfully discriminate against its employees or applicants because of race (including traits historically associated with race including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, sex (including pregnancy, childbirth, breastfeeding and/or related medical conditions), sexual orientation, national origin, ancestry, age (40 and above), marital status, military or veteran status, physical or mental disability, medical condition (genetic characteristics, cancer or a record or history of cancer), gender, gender identity, or gender expression, genetic information, or any other characteristic protected by state, federal or local law. CCWA also makes reasonable accommodations, as required by law, for employees who have a physical or mental disability. Finally, CCWA prohibits the harassment of any individual on any of the basis listed above. This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, and social and recreational programs.”

“Section 4.16 Harassment and Discrimination. CCWA is committed to providing a workplace free of sexual harassment or discrimination (which includes harassment or discrimination based on pregnancy, childbirth, breastfeeding and/or related medical conditions) as well as harassment or discrimination based ancestry, age (40 and above), color, gender, gender identity, or gender expression, genetic information, marital status, medical condition (genetic characteristics, cancer or a record or history of cancer), military or veteran status, national origin, physical or mental disability, race (including traits historically associated with race including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), religion, sexual orientation, or any other characteristic protected by state, federal or local law.”

2. Add New Section 1.14.2.2 Treatment Plant Operator Portal to Portal Pay. This new section addresses the time required for a Treatment Plant Operator to report back to the treatment plant when on standby.

“Section 1.14.2.2. Treatment Plant Operator Portal to Portal Pay. Treatment Plant

Operators who are assigned to Standby duty shall receive an additional two hours of pay at their regular hourly rate when required to report to the treatment plant with less than twelve hours' prior notice. This additional pay is intended to address the travel time for mobilizing and demobilizing to and from the Water Treatment Plant and therefore, no mileage reimbursement will be provided for mobilizing and demobilizing to and from the Water Treatment Plant."

3. Section 3.21.1 Paid Family Leave Insurance. Legislative changes require modification of the last sentence of the first paragraph to read as follows: "~~Effective July 1, 2004~~, PFL provides up to ~~six~~eight weeks of wage replacement benefits to employees who take time off work to care for a seriously ill child, spouse, parent, or domestic partner, or to bond with a new child."

4. Add New Section 4.24 Lactation Accommodation. Due to legislative changes, add the following section to Section 4, Employment Policies:

"Section 4.24. Lactation Accommodation. CCWA will provide a reasonable amount of break time and an appropriate location, consistent with state and local requirements, to any employee desiring to express breast milk for the employee's infant child. Wherever possible, the break time must run concurrently with any break time already provided to the employee and in such circumstances will be paid. However, if such break time does not run concurrently with the employee's normal break times, such time may be unpaid.

An employee may request an accommodation for lactation breaks by submitting a lactation accommodation request form to her Supervisor. The Supervisor must respond to the employee's accommodation request in writing on the same lactation accommodation request form submitted by the employee indicating the approval of the request or whether CCWA cannot provide break time or a location in compliance with this policy or state law. The completed request form must be returned to the employee and a copy sent to human resources.

Employees have the right to request a lactation accommodation without fear of discrimination, harassment or retaliation. In addition to the rights provided under this Handbook, employees have the right to file a complaint with the Labor Commissioner for any violation of a right under the lactation accommodation laws (Chapter 3.8 of the California Labor Code)."