



**CENTRAL COAST WATER AUTHORITY
BOARD OF DIRECTORS**

AGENDA

**Chairman – Eric Friedman
Vice Chairman – Jeff Clay**

Thursday, January 22, 2026
9:00 AM

at 255 Industrial Way, Buellton, California 93427

Members of the public may participate by video call or telephone via
Microsoft Teams Meeting ID: 230 417 939 435 44 Passcode: Zm3aM32h
or by dialing [+1 323-484-5095](tel:+13234845095), and entering access Code/Meeting ID: 382 203 975#

Please note: public participation by video call or telephone is for convenience only and is not required by law. If technical interruptions to the video call/telephone occur, the chair has the discretion to continue the meeting and participants are invited to take advantage of the other participation options above.

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

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

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

★ indicates written report

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. Closed Session

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code section 54956.9(d) (4): 1 case

IV. Return to Open Session

Report on Closed Session Actions (if any)

V. Consent Calendar

- A. Minutes of the October 23, 2025 Regular Meeting ★
 - B. Minutes of the November 20, 2025 Regular Meeting ★
 - C. Minutes of the December 18, 2025 Regular Meeting ★
 - D. Bills ★
 - E. Controller’s Report ★
 - F. Operations Report ★
- Staff Recommendation: Approve the Consent Calendar*

VI. Executive Director’s Report

- A. Water Supply Situation Report
Staff Recommendation: Informational item only.

- B. Water Transfers Update ★
Staff Recommendation: Informational item only.
- C. Amendment No. 7 to Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California Under the Dry Year Water Purchase Program Between the Department of Water Resources and the Central Coast Water Authority, SWP#25-826 ★
Staff Recommendation: Approve and adopt Resolution No. 26-01 Approving Amendment 7 to the Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California Under the Dry Year Water Purchase Program Between the Department of Water Resources and the Central Coast Water Authority SWP #25-826 and find that CCWA's approval of Amendment 7 to the Participation Agreement is exempt from the California Environmental Quality Act (CEQA) for the reasons set forth in the staff report.
- D. Professional Consulting Services Master Agreement to Carollo Engineers and Task Order No.1 for the Design of the Filter Media and Underdrain Nozzle Replacement Project ★
Staff Recommendation: Authorize the Executive Director to execute a Professional Consulting Services Master Agreement with Carollo Engineers; and Approve Task Order No. 1 in the amount of \$270,200 for the Design of the Filter Media and Underdrain Nozzle Replacement Project.
- E. Professional Consulting Services Agreement for the 2025 Urban Water Management Plan Update ★
Staff Recommendation: Authorize the Executive Director to execute a Professional Consulting Services Agreement with Provost & Pritchard Consulting Group to prepare CCWA's 2025 Urban Water Management Plan in an amount not to exceed \$44,200.
- F. CalPERS Contributions for Executive Director Ray Stokes ★
Staff Recommendation: Approve CalPERS contributions at pre-PEPRA levels pursuant to the terms of Ray Stokes employment agreement and reimburse employee contributions made by Mr. Stokes since July 1, 2017 in the amount of \$28,039.51.
- G. Brownstein Legal Services: Proposed Legal Fee Adjustment ★
Staff Recommendation: Approve.
- H. FY 2025/26 Second Quarter Investment Report ★
Staff Recommendation: Accept report.
- I. FY Ended June 30, 2025 and 2024 Annual Comprehensive Financial Report ★
Staff Recommendation: Accept the FY Ended June 30, 2025 and 2024 Annual Comprehensive Financial Report
- J. FY 2025/26 Budget Preparation Schedule ★
Staff Recommendation: Informational item only.
- K. State Water Contractors Report
Staff Recommendation: Informational item only.
- L. Legislative Report ★
Staff Recommendation: Informational item only.
- M. JPIA President's Special Recognition Award ★
Staff Recommendation: Informational item only.

VII. Reports from Board Members for Information Only

VIII. Items for Next Regular Meeting Agenda

IX. Date of Next Regular Meeting: February 26, 2026

X. Adjournment

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

October 23, 2025

I. Call to Order and Roll Call

Chair Friedman called the October 23, 2025 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>
Casey Balch	Carpinteria Valley Water District	7.64%
Jeff Clay	Santa Ynez River Water Conservation District, ID #1	7.64%
Ken Coates	Montecito Water District	9.50%
Eric Friedman	City of Santa Barbara	11.47%
John Sanchez	City of Buellton	2.21%
Shad Springer	City of Santa Maria	43.19%
Kathleen Werner	Goleta Water District	17.20%

II. Public Comment

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

III. Consent Calendar

- A. Minutes of the September 25, 2025 Regular Meeting
- B. Minutes of the October 7, 2025 Special Meeting
- C. Bills
- D. Controller's Report
- E. Operations Report

Upon a motion by Director Coates, seconded by Director Sanchez and carried with Directors Balch, Clay, Coates, Friedman, Sanchez, Springer and Werner in favor and none opposed the Board approved the Consent Calendar.

IV. Executive Directors Report

- A. Water Supply Situation Report

Mr. David Beard, CCWA Deputy Director of Operations and Engineering, provided an update on the current hydrology and water storage within the state, as well as the status of year-to-date delivery to CCWA project participants.

- B. Resolution No. 25-03 Approving the Tank 7 Access Road and Mesa Verde Road Asphalt Concrete Overlay Project and Authorizing the Executive Director to Issue the Notice of Award to Ramsey Asphalt Construction Corporation in an Amount of \$443,486.95 to Construct the Same

Staff provided a report related to the Tank 7 Access Road and Mesa Verde Road Asphalt Concrete Overlay Project.

Upon a motion by Director Balch, seconded by Director Sanchez and carried with Directors Balch, Clay, Coates, Friedman, Sanchez, Springer and Werner in favor and none opposed the Board adopted Resolution No. 25-03 approving the Tank 7 Access Road and Mesa Verde Road Asphalt Concrete Overlay Project and Authorizing the Executive Director to Issue the Notice of Award to Ramsey Asphalt Construction Corporation in the Amount of \$443,486.95 to Construct the Same

- C. Resolution No. 25-04 Approving the Polonio Pass Water Treatment Plant Chemical Containment Project and Authorizing the Executive Director to Issue a Contract to Unified Field Services Corporation in an Amount Not-to-Exceed \$161,789 to Complete the Project

Staff provided a report related to the Polonio Pass Water Treatment Plant Chemical Containment Project.

Upon a motion by Director Werner, seconded by Director Coates and carried with Directors Balch, Clay, Coates, Friedman, Sanchez, Springer and Werner in favor and none opposed the Board adopted Resolution No. 25-04 approving the Polonio Pass Water Treatment Plant Chemical Containment Project and Authorizing the Executive Director to Issue a Contract to Unified Field Services Corporation in the Amount of \$161,789 to Complete the Project.

- D. CCWA FY 2025/26 First Quarter Investment Report

Ms. Dessi Mladenova, CCWA Controller, reviewed the first quarter FY 2025/26 investment report covering the three-month period of July to September 2025.

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

No action was requested.

- E. CCWA Meeting Dates for 2026

Mr. Ray Stokes, CCWA Executive Director stated that the list of regular meeting dates for 2026 was included in the meeting materials for the information of the Board.

No action was requested.

- F. State Water Contractors Report

Mr. Beard provided an update on the actions being taken to combat the ongoing issues related to the invasive Golden Mussels. Mr. Stokes provided a brief report on the subsidence issues impacting the California Aqueduct and the potential impacts on State Water Contractors and CCWA participants. He requested that project participants advocate with their respective governing bodies and

legislative lobbyists to prioritize dealing with the ongoing subsidence, and Mr. Stokes stated that a request of \$150 Million will be made to the California Legislature for subsidence related fixes. Subsidence will be a major focus of the State Water Contractors for the foreseeable future. The Board requested a presentation on the issue at an upcoming meeting.

G. **Legislative Report**

Mr. Stokes stated the Legislative Report prepared for the State Water Contractors by its legislative advocate was included in the meeting materials for the information of the Board.

V. Reports from Board Members for Information Only

There were no reports from Board Members.

VI. Items for Next Regular Meeting Agenda

There were no additions requested to the next meeting agenda.

VII. Date of Next Regular Meeting

The date of the next regular meeting of the Board is November 20, 2025.

The Board went to closed session at 9:59 AM

VIII. Closed Session

- A. **CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code section 54956.9(d)(4)
Initiation of litigation: 1 case

IX. Return to Open Session

The Board returned to open session at 12:07 AM.

- A. **Report on Closed Session Actions**

Ms. Hastings stated there were no reportable actions as a result of closed session.

X. Adjournment

The meeting was adjourned at 12:08 AM.

Respectfully submitted,

Elizabeth Watkins
Secretary to the Board

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

November 20, 2025

I. Call to Order and Roll Call

Chair Friedman called the November 20, 2025 Central Coast Water Authority (CCWA) Board of Directors meeting to order at 9:01 AM.

CCWA member agencies with voting privileges were represented by:

<u>Representative</u>	<u>Agency/City</u>	<u>Voting %</u>
Casey Balch	Carpinteria Valley Water District	7.64%
Jeff Clay	Santa Ynez River Water Conservation District, ID #1	7.64%
Ken Coates	Montecito Water District	9.50%
Eric Friedman	City of Santa Barbara	11.47%
John Sanchez	City of Buellton	2.21%
Kathleen Werner	Goleta Water District	17.20%

II. Public Comment

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

III. Reports from Board Members for Information Only

There were no reports from Board Members.

IV. Items for Next Regular Meeting Agenda

There were no additions requested to the next meeting agenda.

V. Date of Next Regular Meeting

The date of the next regular meeting of the Board is December 18, 2025.

The Board went to closed session at 9:02 AM

VI. Closed Session

CLOSED SESSION: PUBLIC EMPLOYMENT
Government Code Section 54957
Title: Executive Director

VII. Return to Open Session

The Board returned to open session at 3:05 PM.

A. Report on Closed Session Actions

Chair Friedman stated that there were no reportable actions as a result of closed session discussion.

VIII. Adjournment

The meeting was adjourned at 3:06 PM.

Respectfully submitted,

Elizabeth Watkins
Secretary to the Board

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

December 18, 2025

I. Call to Order and Roll Call

Chair Friedman called the December 18, 2025 Central Coast Water Authority (CCWA) Board of Directors meeting to order at 9:01 AM.

CCWA member agencies with voting privileges were represented by:

<u>Representative</u>	<u>Agency/City</u>	<u>Voting %</u>
Casey Balch	Carpinteria Valley Water District	7.64%
Jeff Clay	Santa Ynez River Water Conservation District, ID #1	7.64%
Ken Coates	Montecito Water District	9.50%
Eric Friedman	City of Santa Barbara	11.47%
John Sanchez	City of Buellton	2.21%
Shad Springer	City of Santa Maria	
Kathleen Werner	Goleta Water District	17.20%

II. Public Comment

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

The Board went to closed session at 9:01 AM

III. Closed Session

PUBLIC EMPLOYEE EMPLOYMENT (Gov. Code Section 54957(b)(1))

Title: Executive Director

Agency Designated Representative: Jeff Dinkin, Stradling

IV. Return to Open Session

The Board returned to open session at 9:50 AM.

A. Report on Closed Session Actions

Mr. Jeff Dinkin, Stradling Yocca Carlson & Rauth LLP, reported that during the closed session the Board considered the employment agreement with Mr. Peter Thompson, beginning as an Associate Director and transitioning to the Executive Director position.

V. Executive Director: Consider Employment Agreement

Mr. Dinkin reported the Board has decided upon the terms of the agreement with Mr. Peter Thompson with an initial annual salary of \$310,000 and an annual salary of \$325,000 upon his transition to Executive Director. Additionally, Mr. Thompson will

receive a contribution equal to 10% of his salary to a deferred compensation plan with a maximum annual contribution of \$36,000 and a relocation allowance of up to \$25,000.

Upon a motion by Director Balch, seconded by Director Sanchez and carried with Directors Balch, Clay, Coates, Friedman and Werner in favor and Director Springer abstaining, the Board approved entering into an agreement with Mr. Peter K. Thompson upon his execution of the agreement for his employment initially as an Associate Director and then as the Executive Director pursuant to the terms of that agreement.

VI. Executive Director Report

A. Assignment of Water Supply Contract Between The State of California Department of Water Resources and Santa Barbara County Flood Control and Water Conservation District

Ms. Stephanie Hastings, Brownstein Hyatt Farber Schreck LLP (BHFS), reported the assignment agreement was approved and completely executed on December 16, 2025. The final document necessary to formalize the assignment will be Amendment No. 22 to the State Water Contract between Santa Barbara County FCWCD and DWR which has been provided in draft form and is anticipated will be executed soon.

B. Brownstein Hyatt Farber Schreck LLP: Rate Increase

Ms. Hastings stated BHFS rates have remained the same since 2023 and requested an increase in the hourly cost for Shareholders (senior staff) from \$495 to \$575.

Following discussion, upon a motion by Director Balch, seconded by Director Werner and carried with Directors Balch, Clay, Coates, Sanchez, Springer and Werner in favor the matter was continued until the January Board meeting.

VII. Reports from Board Members for Information Only

There were no reports from Board Members.

VIII. Items for Next Regular Meeting Agenda

A strategic planning session including goals and objectives for the new Executive Director was recommended for early 2026.

IX. Date of Next Regular Meeting

The date of the next regular meeting of the Board is January 22, 2026.

X. Adjournment

The meeting was adjourned at 10:25 AM.

Respectfully submitted,

Elizabeth Watkins
Secretary to the Board



CENTRAL COAST WATER AUTHORITY

Normal and Recurring Costs

Bills for Ratification - October to December 2025

VENDOR	INVOICE AMOUNT	DESCRIPTION
GENERAL & ADMINISTRATIVE EXPENSES		
ACWA	26,290.00	ACWA Dues 2025
Bank of America Business Card	168.75	Publications, subscriptions, postage
Bank of America Business Card	228.75	ACWA Conference
Bank of America Business Card	430.90	Meeting expenses
Bank of America Business Card	625.96	Board Meeting Expense
Bank of America Business Card	1,653.32	AWWA Training
Bank of America Business Card	825.00	Advertising
Cardmember Service	132.98	Publications, subscriptions, postage
Cardmember Service	9,064.32	State Water Contractors - Travel and meetings
CSDA	2,381.00	Dues and Memberships
DMV Renewal	64.00	Vehicle registration
Federal Express	2,623.28	Express shipping
Gov't Finance Officer Association	250.00	Membership Renewal
Ladd, Brandon	145.00	Reimbursable expenses - Certification Renewal
Pena, Larry H	300.00	Staff Luncheon
Pitney Bowes	1,210.69	Postage - postage machine
Sage Designs, Inc.	2,200.00	Training for GEOSCAD
Sanchez, Omar	750.00	Staff Retirement Luncheon
Shaner, James	235.00	Reimbursable expenses - Certification Renewal
United Parcel Service	392.76	Express shipping
US Bank	327.77	Staff meetings
US Bank	334.69	Meetings/Travel
US Bank	1,085.75	State Water Contractors - Travel and meetings
US Bank	710.25	SCADA Training - Travel expenses
US Bank	744.30	Kitchen Supplies
US Bank	822.28	Risk Conference Travel expenses
US Bank	2,011.79	Confined Space Safety Training
Water Research Foundation	7,130.00	Membership FY 2025-2026
Watkins, Lisa	738.63	Reimbursable expenses - Travel expenses
	\$ 63,877.17	Total General & Administrative
MONITORING EXPENSES		
Culligan Industries Water Systems	660.80	Lab supplies
Environmental Resource Association	2,247.88	QC Testing
Eurofins Eaton Analytical	8,830.78	Lab testing
Hach Company	12,230.50	Lab supplies and equipment
IDEXX Distribution Corp.	3,382.06	Lab supplies
Linde Gas & Equipment	883.95	Lab supplies
Mettler-Toledo Inc.	1,599.24	Water Analysis Tests
Vestis	194.35	Lab supplies
VWR International	2,849.94	Lab supplies
	\$ 32,879.50	Total Monitoring Expenses
OFFICE EXPENSES		
Bank of America Business Card	429.71	Kitchen supplies
Bank of America Business Card	493.84	Office Expense
Office Depot	1,956.63	Office, janitorial & kitchen supplies
Solvang Bakery	206.80	Board meeting pastries
Ultrex Business Products	15.00	Office supplies
US Bank	1,670.48	Office and kitchen supplies
	\$ 4,772.46	Total Office Expenses



CENTRAL COAST WATER AUTHORITY

Normal and Recurring Costs

Bills for Ratification - October to December 2025

VENDOR	INVOICE AMOUNT	DESCRIPTION
OTHER EXPENSES		
ACWA/JPIA	147,378.14	Insurance - Auto/General Liability FY 2025-2026
Bank of America Business Card	273.82	Safety Equipment- Underground Solutions
Bank of America Business Card	907.07	Starlink monthly services
Bank of America Business Card	2,400.00	DocuSign subscription
Bragg Crane Service	1,512.00	Equipment Rental
Brownstein Hyatt Farber	38,028.50	Legal Services
Cannon Corporation	2,955.00	Engineering Services
Cobra Solution, Inc.	259.60	Cobra software annual maintenance
Comcast	1,135.43	Internet Service
CompuVision	210.00	Mailbox Back Up
CompuVision	342.76	Eagle Eye
CompuVision	768.00	GCC Licenses
CompuVision	900.00	Tailscale VPN
CompuVision	3,457.50	IT Support
CompuVision	3,472.15	Ruckus Wireless Access
CompuVision	3,527.49	Datto Cloud Backup
CompuVision	6,494.25	Monthly Service Agreement
CompuVision	7,572.72	Fortigate Double Redundant FireWall at WTP
CompuVision	21,555.00	Net Alert
De Lage Landen Financial Services	1,128.57	Copier Lease - BAO and WTP
Delta Liquid Energy	5,656.50	Tank 5 propane tank
Frontier Communications	459.96	Internet Service
Harrison Hardware	36.17	Pump Repair
ICONIX Waterworks	541.58	Tank Cleaning and Inspection
iManage, LLC	5,166.70	Desksite Annual Maintenance Renewal
KnowBe4 Inc	967.20	Cyber Security Training
Marborg Industries	1,357.62	Tank 2/Tank 5/EDV Rental
Mid-State Container Sales, Inc	242.43	Storage Container Rental
Pitney Bowes Credit Corp	444.80	Postage Meter Lease
Potable Divers Inc.	31,000.00	Tank 5 and 7 Potable Water Dive Inspection
Provost & Pritchard Consulting	7,781.52	Solomon Hills Capacity Study
Stradling Yocca Carlson Rauth	5,200.00	Legal Services
Thompson, James	175.00	Internet Reimbursement (4 months)
Tri County Office Furniture	9,990.86	WTP Control Room Flooring and countertop
Tyler Technologies, Inc	11,765.00	Financial System Implementation Expense
US Bank	106.39	WTP Control Room Flooring and countertop
US Bank	696.09	Miscellaneous Computer Equipment
USA Blue Book	758.33	Tank 5 and 7 Potable Water Dive Inspection
Wilson Creek Communications	317.22	Internet Service
	\$ 326,941.37	Total Other Expenses
OTHER MISCELLANEOUS EXPENSES		
Comb-Warren Act Trust Fund	4,300.00	Warren Act July'25-Oct'25
Department of Water Resources	1,497,378.00	Variable OMP&R, Delta Water & Transport Charge Dec'25
Department of Water Resources	1,621,199.00	Variable OMP&R, Delta Water & Transport Charge Nov'25
Department of Water Resources	1,670,737.00	Variable OMP&R, Delta Water & Transport Charge Oct'25
	\$ 4,793,614.00	Total Other Miscellaneous Expenses
PERSONNEL EXPENSES		
ACWA/JPIA	17,356.22	Workers Compensation Insurance
Akeso Occupational Health	295.00	Employee Physical



CENTRAL COAST WATER AUTHORITY

Normal and Recurring Costs

Bills for Ratification - October to December 2025

VENDOR	INVOICE AMOUNT	DESCRIPTION
Bank of America Business Card	2,419.74	Employee Achievement Awards Program
CalPERS Health	149,800.83	Health Insurance
CalPERS Retirement	124,841.84	Pension Contributions
CCWA Payroll Wages/Taxes	1,030,373.14	Gross Payroll Wages/Taxes
COBRA Solutions Inc	185.40	Cobra Management Annual
Dental/Vision Payments	24,029.61	Dental/Vision Benefits
MetLife Insurance	6,359.90	Life Insurance
Other Misc Employee Benefits	41,893.65	Uniform, Deferred Comp & Cafeteria Plan Benefits
Standard Insurance Company	2,991.09	Disability Insurance
US Bank	500.00	Employee Achievement Awards Program
	\$ 1,401,046.42	Total Personnel Expenses
PROFESSIONAL SERVICES		
Brownstein Hyatt Farber	236,378.98	Legal Services
Capstone Fire & Safety	17,514.87	Safety Services Shutdown
Conn Maciel Carey LLP	4,130.00	Cal/OSHA Services
CPS HR Consulting	10,000.00	Recruiting Firm
Elecsys International LLC	540.00	Monitor Rectifiers
Ernst & Young LLP	7,170.00	Accounting Services
Foster & Foster Actuaries and Consultants	4,600.00	OPEB Valuation Accounting Report
Hach Company	2,871.00	Equipment repairs & maintenance
Hannig Surveying	1,746.00	Seismic Joint Monitoring
Quinn Company	237.50	Forklift Service
Risk Management Professionals	1,071.25	Project Management/Coordination
Safety Kleen System, Inc	324.31	Washer Service
Samba Holdings, Inc.	318.57	DMV driver reports
San Luis Obispo County -Environmental Health	5,978.00	Annual Permit
Securitas Technology Corp.	2,889.66	Security Service BAO/SYPS
Sentry Alarm Systems	450.00	Security Service WTP
Stantec Consulting, Inc.	11,363.57	Environmental Consulting
State Water Resources Control	28,973.71	Environmental Lab Accreditation Fees
Stradling Yocca Carlson & Raut	9,835.50	Legal Services
TMA Systems LLC	6,472.20	Tech Support
Underground Service Alert	154.00	New USA tickets
	\$ 353,019.12	Total Professional Services
CIP PROJECTS - MATERIALS & OVERHEAD		
Alameda Electric Supply	237.31	Lopez Turnout Flowmeter Replacement
Bank of America Business Card	534.86	Mesa Verde and Tank 7 Access Roads Project
Brownstein Hyatt Farber Schreck	11,830.50	Legal Services
Consolidated Electrical Dist	317.60	Lopez Turnout Flowmeter Replacement
Emerson LLLP	4,915.00	Lopez Turnout Flowmeter Replacement
Farm Supply Company	305.32	Sodium Bisulfate Dosing Line Replacement
Fourcroy Engineering	9,384.40	Water Treatment Plant Charging Station Design
Harrison Hardware	71.81	Sodium Bisulfate Dosing Line Replacement
HDR Engineering Inc	4,720.50	Mesa Verde Rd Patch and Slurry Seal
Home Depot	306.24	Sodium Bisulfate Dosing Line Replacement
JWC & Welding Inc.	9,850.00	Lopez Turnout Flowmeter Replacement
JWC & Welding Inc.	67,758.00	Utility Water Piping Replacement
Powder Coating USA	838.46	Utility Water Piping Replacement
Reece Plumbing	529.98	Sodium Bisulfate Dosing Line Replacement
Sun Coast Rental	990.00	Sodium Bisulfate Dosing Line Replacement
Transwest Truck Center	223,950.82	Crane Truck Replacement
	\$ 336,540.80	Total CIP Project - Materials and Overhead



CENTRAL COAST WATER AUTHORITY

Normal and Recurring Costs

Bills for Ratification - October to December 2025

VENDOR	INVOICE AMOUNT	DESCRIPTION
REPAIRS & MAINTENANCE		
Airgas USA, LLC	198.35	Equipment repairs and maintenance
Applied Industrial Technologies	1,358.82	Equipment repairs and maintenance
Aschle, Jason	200.00	Vehicles repairs and maintenance
B&T Service Station Contractor	571.48	Parts, repair and maintenance
Bank of America Business Card	42.83	Parts, repair and maintenance
Bartlett Tree Experts	3,675.00	Landscape maintenance - irrigation
Batteries Plus	2,823.35	Parts, repair and maintenance
Big Brand Tire & Service	4,089.43	Vehicles repairs and maintenance
Brezden Pest Control, Inc	348.00	Pest Control Spraying - WTP
Burt Industrial Supply Inc	2,091.10	Parts, repair and maintenance
CDW Government, Inc	606.46	Equipment repairs and maintenance
City of Buellton	295.49	Landscape maintenance - irrigation
Compuvision	171.38	Building maintenance
Consolidated Electrical Distributors	108.72	Parts, repairs and maintenance
Coverall North America, Inc	4,737.00	Janitorial service - BAO/SYPS
Emerson	4,499.83	Equipment repairs and maintenance
Ferguson Enterprise, Inc.	1,816.97	Parts, repairs and maintenance
GBT Sheet Metal	1,523.00	Building maintenance
Grainger Inc.	2,779.98	Parts, repairs and maintenance
Hach Company	9,461.42	Parts, repairs and maintenance
Harrington Industrial Plastics	1,276.41	Parts, repairs and maintenance
Harrison Hardware	100.64	Parts, repairs and maintenance
Home Depot	20.05	Building maintenance supplies
Home Depot	134.79	Parts, repairs and maintenance
In-Situ, Inc	3,603.21	Equipment repairs and maintenance
Knechts Plumbing and Heating	4,534.00	Building Maintenance
Linde Gas & Equipment Inc	89.66	Equipment repairs and maintenance
Lowe's	196.79	Building maintenance
Lowe's	479.35	Equipment repairs and maintenance
Martinez Granite Countertops	950.00	Building Maintenance
MyFleetCenter.com	151.30	Vehicle repairs and maintenance
Napa Auto Parts	38.96	Equipment repairs and maintenance
OneSource Distributors, LLC	1,639.90	Equipment repairs and maintenance
Paso Robles Chevrolet	1,751.95	Vehicle repairs and maintenance
Paso Robles Ford	455.98	Vehicle repairs and maintenance
Procare Janitorial Supply	434.95	Janitorial supplies - WTP
Progressive Greenery	1,460.00	Landscape maintenance - WTP
PRW Steel Supply, Inc.	471.02	Equipment repairs and maintenance
Quinn Company	630.52	Equipment repairs and maintenance
Rio Vista Chevrolet	3,155.50	Vehicle repairs and maintenance
RS Americas, Inc.	287.64	Equipment parts and repairs
San Luis Powerhouse	5,793.00	Equipment Repair
Smith MEP	1,201.28	Equipment repairs and maintenance
Star Janitorial	4,650.00	Janitorial Service - WTP
Ultrax Business Products	810.31	Copier maintenance
Underground Solutions	1,883.16	Parts, repair and maintenance
US Bank	10.75	Landscape maintenance
US Bank	131.68	Building maintenance supplies
US Bank	3,763.56	Equipment repairs and maintenance



CENTRAL COAST WATER AUTHORITY

Normal and Recurring Costs

Bills for Ratification - October to December 2025

VENDOR	INVOICE AMOUNT	DESCRIPTION
USA Blue Book	97.00	Equipment repairs and maintenance
Vestis	1,286.94	Building maintenance supplies
Western Exterminator Co	963.24	Pest control spraying - BAO and SYPS
Zaca Creek Landscapes, Inc	1,800.00	Landscape Maintenance BAO/SYPS
	\$ 85,652.15	Total Repairs & Maintenance
SUPPLIES & EQUIPMENT		
Burt Industrial Supply, Inc	503.16	Minor Tools, Maintenance supplies and hardware
Carr's Boots & Western Wear	326.23	Uniform expenses
Chemscan, Inc.	55,117.00	Equipment & maintenance supplies
Cintas	215.30	Safety supplies
Eagle Energy	2,733.56	Equipment service, Fuel & Lubricants
Farm Supply	94.79	Herbicides
Grainger Inc.	28.05	Minor tools and safety supplies
Grainger Inc.	3,078.17	Safety supplies
Harrison Hardware	86.38	Maintenance supplies and hardware
Hill Brothers Chemical Company	7,137.06	Chemicals - WTP
Home Depot	54.07	Maintenance supplies and hardware
Home Depot	814.72	Minor tools, equipment & maintenance supplies
Ladd, Brandon	173.99	Reimbursable expenses - Uniform reimbursement
Lowe's	87.30	Maintenance supplies and hardware
Petersen, Tom	176.67	Uniform expenses
Sterling Water Technologies, LLC	25,542.00	Chemicals - WTP
Thatcher Company of Nevada, Inc	34,384.00	Chemicals - WTP
Univar Solutions USA, Inc.	60,949.43	Chemicals - WTP
US Bank	1,863.78	Maintenance supplies, Minor Tools, Safety Supplies
USA Blue Book	554.19	Maintenance supplies and hardware
Vestis	3,116.68	Uniform expenses
WEX Bank - Wright Express	23,116.86	Fuel - Autos
	\$ 220,153.39	Total Supplies & Equipment
UTILITIES		
City of Buellton	538.52	Water - BAO
Delta Liquid Energy	7,503.17	Propane gas
First Choice Technology	28.51	Phone - Long distance carrier, 800#
Frontier	1,590.00	Telephone charges
Marborg Industries	2,368.17	Waste Disposal - BAO/SYPS
Pacific Gas & Electric	104,573.64	Utilities - BAO/SYPS/WTP
Safety Kleen Systems Inc.	156.50	Waste Oil removal
San Miguel Garbage Company	839.56	Waste Disposal - WTP
San Miguel Roll-Off	1,262.74	Rolloff Trash Container
Santa Ynez River Water Conservation	368.97	Water - SYPS
SoCalGas	462.77	Natural Gas - BAO
Surfnet Communications, Inc.	225.00	Wireless Internet - Chorro
Verizon Wireless	538.72	Network Extender WTP
Verizon Wireless	3,163.68	Cell phone charges
	\$ 123,619.95	Total Utilities
Subtotal - Bills for Ratification	\$ 7,742,116.33	



CENTRAL COAST WATER AUTHORITY

Bills for Approval

VENDOR	INVOICE AMOUNT	DESCRIPTION
State of California DWR	\$ 17,434,096.00	Variable OMP&R, Delta Water & Transport Charges Jan'26
Subtotal - Bills for Approval	\$ 17,434,096.00	

Total Ratification and Approval Bills **\$ 25,176,212.33**



Statements of Net Position

ASSETS

	<u>December 31, 2025</u>	<u>November 30, 2025</u>
Current Assets		
Cash and investments	\$ 14,037,380	\$ 14,788,134
Accounts Receivable (Note 1)	263	263
Other assets	2,980,325	3,014,318
Total Current Assets	<u>17,017,968</u>	<u>17,802,715</u>
Restricted Assets		
Operations and Maintenance Reserve Fund (Note 2)	2,074,366	2,075,185
DWR Reserve Fund (Note 3)	6,309,168	6,502,556
Rate Coverage Reserve Fund (Note 4)	9,799,129	9,852,477
Department of Water Resources (Note 5a)	25,276,656	25,340,703
CCWA and DWR Variable Fund (Note 5b)	5,565,431	4,053,710
Credits Payable (Note 6)	1,961,212	2,443,853
Escrow Deposits (Note 7)	532,128	532,360
Total Restricted Assets	<u>51,518,090</u>	<u>50,800,843</u>
Property, Plant and Equipment		
Construction in progress (Note 8)	1,638,300	1,620,348
Fixed assets (net of accumulated depreciation)	81,005,902	81,230,382
Total Property, Plant and Equipment	<u>82,644,202</u>	<u>82,850,730</u>
Total Assets	<u>\$ 151,180,259</u>	<u>\$ 151,454,288</u>

Central Coast Water Authority



Statements of Net Position

LIABILITIES AND FUND EQUITY

	<u>December 31, 2025</u>	<u>November 30, 2025</u>
<u>Current Liabilities</u>		
Accounts Payable	\$ 62,971	\$ 131,893
DWR and Warren Act Charge Deposits (Note 5a)	25,276,656	25,340,703
CCWA & DWR Variable Charge Deposits (Note 5b)	5,565,431	4,053,710
Other liabilities	1,085,989	1,094,192
DWR Reserve Fund	6,309,168	6,502,556
Rate Coverage Reserve Fund	9,799,129	9,852,477
Unearned Revenue	124,423	94,156
Credits Payable to Project Participants	2,365,128	2,805,819
Total Current Liabilities	<u>50,588,894</u>	<u>49,875,505</u>
<u>Non-Current Liabilities</u>		
OPEB Liability	505,353	505,353
Escrow Deposits	532,128	532,360
Net Pension Liability	4,934,200	4,934,200
Total Non-Current Liabilities	<u>5,971,681</u>	<u>5,971,913</u>
<u>Commitments and Uncertainties</u>		
<u>Net Assets</u>		
Contributed capital, net (Note 9)	22,562,433	22,562,433
Retained earnings	72,057,251	73,044,437
Total Net Assets	<u>94,619,684</u>	<u>95,606,870</u>
 Total Liabilities and Net Assets	 \$ <u>151,180,259</u>	 \$ <u>151,454,288</u>

Central Coast Water Authority



Statements of Revenues, Expenses and Changes in Net Position

	December 31, 2025	November 30, 2025
<u>Operating Revenues</u>		
Operating reimbursements from project participants	\$ 18,243,818	18,162,488
Other revenues	3,727	2,327
Total Operating Revenues	18,247,545	18,164,815
<u>Operating Expenses</u>		
Personnel expenses	3,350,667	2,883,879
Office expenses	9,355	7,575
General and administrative	126,348	106,228
Professional Services	634,145	460,199
Supplies and equipment	501,203	466,999
Monitoring expenses	83,479	74,256
Repairs and maintenance	176,736	150,419
Utilities	260,288	222,816
Depreciation and amortization	1,347,562	1,123,082
Other expenses	584,514	508,927
Total Operating Expenses	7,074,296	6,004,381
Operating Income	11,173,249	12,160,434
<u>Non-Operating Revenues</u>		
Investment income	1,416,689	1,210,218
Total Non-Operating Revenues	1,416,689	1,210,218
<u>Non-Operating Expenses</u>		
Current year credits payable	1,416,689	1,210,218
Total Non-Operating Expenses	1,416,689	1,210,218
Net Income	11,173,249	12,160,434
<u>Retained Earnings</u>		
Retained earnings at beginning of period	60,884,003	60,884,003
Retained earnings at end of period	\$ 72,057,251	\$ 73,044,437

Central Coast Water Authority



Budget and Actual All Reaches

	December 31, 2025		
	Budget	Actual	Percent Expended ⁽¹⁾
Revenues			
Fixed operating assessments ⁽²⁾	\$ 17,439,465	\$ 17,439,465	
Variable operating assessments	1,819,728	804,353	44.20%
Miscellaneous income		3,727	
Investment income	-	329,589	
Total Revenues	19,259,193	18,577,134	96.46%
Expenses ⁽²⁾			
Personnel expenses	7,174,825	3,350,667	46.70%
Office expenses	23,300	9,355	40.15%
General and administrative	313,700	126,348	40.28%
Professional Services	2,118,917	634,145	29.93%
Supplies and equipment	1,713,077	501,203	29.26%
Monitoring expenses	148,100	83,479	56.37%
Repairs and maintenance	436,860	176,736	40.46%
Utilities	653,021	260,288	39.86%
Other expenses	1,114,643	452,176	40.57%
Capital and Non-Capital Expenditures	5,562,552	1,770,638	31.83%
Total Expenses	19,258,995	7,365,035	38.24%
Operating Income		11,212,099	
Net Income (Loss)	\$ -	\$ 11,212,099	

(1) Percent of year expended 50%

(2) Includes revenues and expenses for Turnouts and adjusted for carryover revenues from FY 2024/25 to FY 2025/26

Central Coast Water Authority
Notes to Financial Statements
December 31, 2025

Note 1: Accounts Receivable

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

Note 2: O&M Reserve Fund

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

<u>Project Participant</u>	<u>Amount</u>
City of Guadalupe	\$ 29,306
City of Santa Maria	863,156
Golden State Water Company	26,624
Vandenberg SFB	293,050
City of Buellton	30,779
Santa Ynez ID #1 (Solvang)	79,880
Santa Ynez ID #1	26,641
Goleta Water District	239,772
Morehart Land Co.	10,657
La Cumbre Mutual Water Company	51,497
Raytheon Systems Company	2,664
City of Santa Barbara	159,728
Montecito Water District	154,050
Carpinteria Valley Water District	106,564
TOTAL:	<u>\$ 2,074,366</u>

Central Coast Water Authority
Notes to Financial Statements
December 31, 2025

Note 3: DWR Reserve Fund

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

Project Participant	Amount
City of Guadalupe	\$ 144,953
City of Santa Maria	4,761,290
Golden State Water Company	115,592
City of Buellton	152,430
Santa Ynez ID #1 (Solvang)	190,416
Santa Ynez ID #1	131,790
Morehart Land Co.	52,724
La Cumbre Mutual Water Company	254,714
Raytheon Systems Co.	13,181
City of Santa Barbara	492,078
TOTAL:	\$ 6,309,168

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	\$ 198,863
City of Santa Maria	5,378,823
City of Buellton	286,125
Santa Ynez ID #1 (Solvang)	657,710
Santa Ynez ID #1	479,873
La Cumbre Mutual Water Company	402,882
Montecito Water District	1,498,935
Carpinteria Valley Water District	879,565
Shandon	16,354
TOTAL:	\$ 9,799,129

Central Coast Water Authority
Notes to Financial Statements
December 31, 2025

Note 5a: Cash and Investments Payment to DWR

Cash deposits for DWR payments.

Project Participant	Amount
City of Guadalupe	\$ 326,485
City of Santa Maria	9,688,751
Golden State Water Company	299,573
Vandenberg SFB	4,816,354
City of Buellton	351,281
Santa Ynez ID #1 (Solvang)	893,722
Santa Ynez ID #1	320,173
Goleta Water District	3,012,843
Morehart Land Co.	120,910
La Cumbre Mutual Water Company	605,686
Raytheon Systems Co.	43,705
City of Santa Barbara	1,743,482
Montecito Water District	1,837,726
Carpinteria Valley Water District	1,215,965
TOTAL:	<u>\$ 25,276,656</u>

Note 5b: Cash Payments for CCWA, Warren Act and DWR Variable Charges

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

Project Participant	Amount
City of Guadalupe	\$ 47,601
City of Santa Maria	1,720,605
Golden State Water Company	31,417
Vandenberg SFB	111,420
City of Buellton	46,968
Santa Ynez ID #1 (Solvang)	191,615
Santa Ynez ID #1	172,462
Goleta Water District	980,195
Morehart Land Co.	45,376
La Cumbre Mutual Water Company	215,886
Raytheon Systems Co.	166,660
City of Santa Barbara	600,241
Montecito Water District	819,268
Carpinteria Valley Water District	415,716
TOTAL:	<u>\$ 5,565,431</u>

Central Coast Water Authority
Notes to Financial Statements
December 31, 2025

Note 6: Credits Payable

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

<u>Project Participant</u>	<u>Amount</u>
City of Guadalupe	\$ 15,588
City of Santa Maria	618,223
Golden State Water Company	19,755
Vandenberg SFB	317,299
City of Buellton	41,552
Santa Ynez ID #1 (Solvang)	104,640
Santa Ynez ID #1	126,277
Goleta Water District	329,636
Morehart Land Co.	6,472
La Cumbre Mutual Water Company	182
Raytheon Systems Co.	61
City of Santa Barbara	217,168
Montecito Water District	651
Carpinteria Valley Water District	2,542
Shandon	733
Lopez Turnout	65,326
Chorro Turnout	95,107
TOTAL:	<u>\$ 1,961,212</u>

Note 7: Escrow Deposits

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

<u>Project Participant</u>	<u>Amount</u>
Morehart Land Company	\$ 421,645
Raytheon Systems Company	110,483
TOTAL:	<u>\$ 532,128</u>

Central Coast Water Authority
Notes to Financial Statements
December 31, 2025

Note 8: Construction in Progress

Amounts in construction in progress represent expenditures incurred during FY 2025/26 and amounts retained in construction in progress at December 31, 2025. The following schedule shows the CIP expenditures for CCWA projects.

Financial Reach	Amount
Labor	\$ 35,204
Materials	362,204
Overhead	1,240,892
Project CIP Total:	\$ 1,638,300

Note 9: 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 SFB	7,861,043
TOTAL:	\$ 22,562,433

Central Coast Water Authority
Calendar Year 2025 Actual and Requested Deliveries in Acre Feet

Project Participant	Total Available AF Amounts ⁽¹⁾	ACTUALS												Subtotal	Annual Delivery Total
		Jan.	Feb.	Mar.	Apr.	May	June	July	Aug	Sept	Oct	Nov	Dec		
Guadalupe	318	30	12	14	24	31	28	30	31	30	24	20	32	306	306
Santa Maria	19,518	386	356	389	352	444	477	659	714	707	502	204	342	5,532	5,532
So. Cal. Water Co.	500	0	0	1	24	45	46	56	56	32	36	14	5	315	315
Vandenberg AFB	5,769	219	203	210	234	310	299	326	322	291	193	144	227	2,978	2,978
Buellton	630	0	0	0	13	31	36	31	31	30	19	0	0	191	191
Solvang (Billed to SY)	1,330	0	0	0	52	71	72	91	94	92	57	0	0	529	529
Santa Ynez ID#1	736	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Goleta	7,141	0	0	0	84	134	81	142	169	130	59	20	0	819	819
Morehart Land Co.	283	2	2	8	8	7	0	0	0	0	0	0	0	27	27
La Cumbre	945	40	25	25	30	47	58	0	70	30	15	5	20	365	365
Raytheon	74	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Santa Barbara	4,053	0	0	0	56	89	54	94	112	86	39	13	0	543	543
Montecito	1,236	0	0	0	56	89	54	94	112	86	39	13	0	543	543
Carpinteria	2,705	0	0	0	38	60	36	63	75	58	27	9	0	366	366
Subtotal Santa Barbara:	45,238	677	598	647	971	1,358	1,241	1,586	1,786	1,572	1,010	442	626	12,514	12,514
Shandon		0	0	0	0	0	0	0	0	0	0	0	0	0	0
Chorro Valley	7500	116	105	119	136	164	159	172	150	145	102	83	124	1,575	1,575
Lopez	7500	0	214	156	121	39	49	0	30	1	0	0	0	610	610
Subtotal SLO County:	15,000	116	319	275	257	203	208	172	180	146	102	83	124	2,185	2,185
TOTAL ENTITLEMENT DELIVERIES	60,238	793	917	922	1,228	1,561	1,449	1,758	1,966	1,718	1,112	525	750	14,699	14,699
EXCHANGE DELIVERIES															
Santa Ynez-Exchange	0	0	0	0	(234)	(372)	(225)	(393)	(468)	(360)	(164)	0	0	(2,216)	(2,316)
Goleta-Exchange	0	0	0	0	84	134	81	142	169	130	59	0	0	799	835
Santa Barbara-Exchange	0	0	0	0	56	89	54	94	112	86	39	0	0	530	554
Montecito-Exchange	0	0	0	0	56	89	54	94	112	86	39	0	0	530	554
Carpinteria-Exchange	0	0	0	0	38	60	36	63	75	58	27	0	0	357	373
TOTAL EXCHANGE DELIVERIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Lake Deliveries only		42	27	33	272	426	283	393	538	390	179	60	20	2,663	2,663

⁽¹⁾ Total AF of Table A allocation, carryover amounts, and water transfers



CENTRAL COAST WATER AUTHORITY
MEMORANDUM

January 14, 2026

TO: CCWA Board of Directors
FROM: David R. Beard
Deputy Director of Operations and Engineering
SUBJECT: Water Transfer Update

SUMMARY

This report provides Staff's continuing update on the status of implementation of Central Coast Water Authority Assistance Agreements with Montecito Water District (MWD), La Cumbre Mutual Water Company (LCMWC) and Carpinteria Valley Water District (CVWD).

RECOMMENDATION

None. For information only.

DISCUSSION

The CCWA Board of Directors (Board) have previously approved Assistance Agreements with Montecito Water District (MWD) to assist with implementation of a proposed transfer and exchange of MWD's State Water Project (SWP) allocation with Homer, LLC (Homer); and with La Cumbre Mutual Water Company (LCMWC) to assist with implementation of proposed transfers pursuant to the agreement between LCMWC and Homer. Additionally, Carpinteria Valley Water District (CVWD) has approved to transfer of a portion of their SWP supplies to United Water Conservation District and has requested to develop an Assistance Agreement with CCWA. Under the Assistance Agreements, CCWA will coordinate with the Department of Water Resources (DWR) and other SWP Contractors, on behalf of MWD, LCMWC and CVWD.

MWD Transfer Program

On March 27, 2025, the CCWA Board adopted Resolution No. 25-01, which included approval of MWD's proposed transfer program and compliance with all requirements of the Water Management Amendment of the SWP Contract. On August 13, 2025, CCWA received a fully executed copy of the DWR agreement approving MWD's non-permanent Table A transfer program. CCWA assisted with implementation of the program in 2025.

LCMWC Transfer Program

With respect to the LCMWC proposed transfer program, CCWA is coordinating with another SWP contractor who is the lead agency for the California Environmental Quality Act analysis and has submitted comments on the draft Initial Study/Negative Declaration that was circulated for review. CCWA staff anticipates requesting the CCWA Board's approval of the

proposed transfer program and compliance with all requirements of the Water Management Amendment at a future Board Meeting.

CVWD Transfer Program

A draft Assistance Agreement between CCWA and CVWD is under review and staff anticipate requesting the CCWA Board's approval at a future Board Meeting.

ENVIRONMENTAL REVIEW

None. Not applicable.



CENTRAL COAST WATER AUTHORITY

MEMORANDUM

January 15, 2026

TO: CCWA Board of Directors

FROM: David Beard
Deputy Director of Operations and Engineering

SUBJECT: Amendment 7 to the Agreement for the Supply and Conveyance of Water By the Department of Water Resources of the State of California Under the Dry Year Water Purchase Program Between the Department of Water Resources and Central Coast Water Authority SWP #25-826

SUMMARY

In December 2007, the Department of Water Resources (DWR) entered into a Water Purchase Agreement with Yuba County Water Agency (YCWA) for implementing the Yuba River Accord (Accord) and executed agreements with Participating Contractors for sharing of dry year water available under the Accord agreements (Participation Agreement). On September 25, 2014, Central Coast Water Authority's (CCWA) Board of Directors approved participation in the Yuba Water Purchase Program and on October 22, 2020 approved Amendment 6 to the Participation Agreement which continued CCWA's participation through December 31, 2025.

RECOMMENDATION

CCWA staff recommends that the CCWA Board of Directors:

1. Approve and adopt Resolution No. 26-01 Approving Amendment 7 to the Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California Under the Dry Year Water Purchase Program Between the Department of Water Resources and the Central Coast Water Authority SWP #25-826.
2. Find that CCWA's approval of Amendment 7 to the Participation Agreement is exempt from the California Environmental Quality Act (CEQA) for the following reasons set forth in this staff report.

DISCUSSION

Generally, the Participation Agreement allows the Participating Contractors to decide on an annual basis (depending on the water availability from YCWA), whether to purchase available water. Pursuant to the terms of the Participation Agreement, Participating Contractors are required to purchase the water that has been made available to them by YCWA. However, in the history of the Yuba Water Purchase Program, there has never been an instance of Participating Contractors being allocated water they did not want. Annually, YCWA notifies DWR of the water available under the various components of the program and then Participating Contractors will request the available water based on their allocated share in proportion to their Table A amounts. Water available to Participating Contractors who are eligible to receive water but decline to purchase in a year is made available to the other Participating Contractors wanting to purchase the water.

Amendment 7 to the Participation Agreement extends the term to 2050 and modifies pricing of the water made available through the program for the years of 2026-2030. The following table summarizes the pricing changes.

Water Year Type	2021-2025 Pricing	2026-2030 Pricing ¹
Wet	\$64	\$75
Above-Normal	\$128	\$150
Below-Normal	\$191	\$225
Dry ²	\$255	\$300
Critical ³	\$383	\$450
Consecutive Dry or Critical ^{2,3}	\$447	\$525

¹Calculated as (2021 Price) x (1+3.25%)⁵

²First 15,000 AF of dry year water is discounted to 80%

³First 30,000 AF of critical year water is discounted to 80%

CCWA has participated in the Yuba Water Purchase Program since 2015 and purchased water made available by YCWA in 2022. Staff recommend continuing CCWA participation in the Yuba Water Purchase Program as it provides a supplemental water supply to CCWA Project Participants.

ENVIRONMENTAL REVIEW

Amendment 7 to the Participation Agreement is exempt from the California Environmental Quality Act (CEQA) for the following reasons:

Not a Project Under CEQA: CEQA applies only to projects that have a potential for causing a significant effect on the environment. (CEQA Guidelines § 15061(b)(3).) A public agency may determine an activity to be exempt where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Amendment 7 to the Participation Agreement is not a project under CEQA (Pub. Res. Code § 21065; 14 Cal. Code Regs. §§ 15061(b)(3), 15378) because it will not result in a direct or indirect change to the environment. Yuba County Water Agency also conducted environmental review for the original Yuba Water Purchase Agreement (SCH 2005062111).

Class 1 - Existing Public Facilities Categorical Exemption: The Participation Agreement is intended to meet existing uses of water and would not support new development or a change of land use. Therefore the Existing Public Facilities Categorical Exemption applies. (CEQA Guidelines § 15301.)

Exceptions to the Categorical Exemptions:

None of the exceptions to the Categorical Exemptions apply, as Amendment 7 to the Participation Agreement will not: impact a designated, mapped, and officially adopted environmental resource of hazardous or critical concern; result in a significant cumulative impact of successive projects of the same type in the same place over time; have a significant effect on the environment due to unusual circumstances; damage a scenic highway or scenic resources within a state scenic highway; be located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code; nor cause a substantial adverse change in the significance of a historical resource. (CEQA Guidelines § 15300.2.)

Attachment:

1. Resolution 26-01 approving Amendment 7 to the Participation Agreement
Exhibit A: Amendment 7 To The Agreement For The Supply And Conveyance Of Water By The Department Of Water Resources Of The State Of California Under The Dry Year Water Purchase Program Between The Department of Water Resources And The Central Coast Water Authority SWP #25-826.

RESOLUTION NO. 26-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENTRAL COAST WATER AUTHORITY APPROVING AMENDMENT 7 TO THE AGREEMENT FOR THE SUPPLY AND CONVEYANCE OF WATER BY THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF CALIFORNIA UNDER THE DRY YEAR WATER PURCHASE PROGRAM BETWEEN THE DEPARTMENT OF WATER RESOURCES AND THE CENTRAL COAST WATER AUTHORITY SWP #25-826

RECITALS

- A. Central Coast Water Authority ("CCWA") is a joint powers agency duly organized and existing pursuant to the Joint Exercise of Powers Act, commencing with California Government Code section 6500. CCWA owns, operates and maintains water conveyance, storage and treatment facilities to deliver water from California's State Water Project to cities, water districts and other water purveyors and users in Santa Barbara County.
- B. CCWA is party to a long-term water supply contract with the State of California, Department of Water Resources ("DWR") for the delivery of water from California's State Water Project ("SWP") to Santa Barbara County ("SWP Contract"). Accordingly, CCWA is referred to as a "SWP Contractor."
- C. Under the December 4, 2007 "Agreement for the Long-Term Purchase of Water from Yuba County Water Agency by the Department of Water Resources" ("Yuba Water Purchase Agreement"), the Yuba County Water Agency ("YCWA") makes surface water available for delivery and purchase by the Department of Water Resources ("DWR").
- D. In 2007 and 2008, SWP contractors and the San Luis & Delta-Mendota Water Authority entered into agreements with DWR for the purchase and delivery of water made available under the Yuba Water Purchase Agreement.
- E. On September 4, 2014, upon motion and approval, the CCWA Board of Directors ("Board") authorized participation in the "Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California to the Participating State Water Project Contractors under the Dry Year Water Purchase Project" ("Participation Agreement") for the purchase and delivery of water made available under the Yuba Water Purchase Agreement.
- F. DWR and YCWA have negotiated to extend the term of the Yuba Water Purchase Agreement through December 31, 2050, or when all obligations thereunder have been satisfied, whichever is later, unless it is terminated early.
- G. The Yuba Water Purchase Agreement authorizes DWR and YCWA, in coordination with participating SWP Contractors to negotiate a new pricing structure that established new pricing for the period between January 1, 2026 through December

31, 2030 that was incorporated into the Yuba Water Purchase Agreement by the eighth amendment to that agreement.

- H. DWR desires to amend the Participation Agreement to conform with the changes made by amendment to the Yuba Water Purchase Agreement through Amendment 7 to the Participation Agreement (“Amendment 7”).
- I. CCWA desires to enter into Amendment 7 to continue to have the option to purchase water made available by the Yuba Water Purchase Agreement as supplemental water supply.

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

SECTION 1.

The above recitals are true and correct and are incorporated herein as though set forth in full.

SECTION 2.

Based on the findings set forth herein, the Board of Directors approves Amendment 7, which is attached hereto and incorporated herein as Exhibit “A.” This resolution constitutes complete and final agreement by CCWA to be bound by the terms of Amendment 7 and this Resolution shall take effect immediately.

Section 3.

Amendment 7 is exempt from the California Environmental Quality Act (CEQA) under Pub. Res. Code § 21065; Cal. Code Regs., tit. 14, §§ 15000 – 15387 (CEQA Guidelines), §§ 15061(b)(3) (Common Sense Exemption), 15378(b)(5)); Categorical Exemptions: CEQA Guidelines § 15301 (Existing Public Facilities).

SECTION 4.

The Board of Directors hereby authorizes the Executive Director to execute Amendment 7 and take any and all other actions necessary or appropriate to implement this Resolution.

The documents and materials that constitute the record of proceedings for this Resolution are located at Central Coast Water Authority, 255 Industrial Way, Buellton, California 93427.

I certify that the foregoing Resolution No. 26-01 was adopted by the Board of Directors of the Central Coast Water Authority at a meeting held January 22, 2026.

Eric Friedman, Chairman

[Seal]

Attest:

Elizabeth Watkins
Secretary to the Board of Directors

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

APPROVED AS TO FORM:

Brownstein Hyatt Farber Schreck LLP
Counsel to the Central Coast Water Authority

Stephanie Osler Hastings

Exhibit:

- A. Amendment 7 To The Agreement For The Supply And Conveyance Of Water By The Department Of Water Resources Of The State Of California Under The Dry Year Water Purchase Program Between The Department of Water Resources And The Central Coast Water Authority SWP #25-826.

State of California
California Natural Resources Agency
DEPARTMENT OF WATER RESOURCES

AMENDMENT NO. 7
TO
AGREEMENT FOR THE SUPPLY AND CONVEYANCE OF WATER
BY THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF CALIFORNIA
UNDER THE DRY YEAR WATER PURCHASE PROGRAM
BETWEEN
THE DEPARTMENT OF WATER RESOURCES
AND
THE CENTRAL COAST WATER AUTHORITY

SWP #25-826

THIS AMENDMENT 7 (Amendment) to the “Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California Under the Dry Year Water Purchase Program” (Participation Agreement) is entered into as of _____ between the Department of Water Resources of the State of California (DWR), pursuant to the provisions of the California Water Resources Development Bond Act, the State Central Valley Project Act, and other applicable laws of the State of California, and the Central Coast Water Authority, a public agency in the State of California, herein referred to as the “AGENCY.” DWR and the AGENCY are herein referred to separately as the “Party” and collectively as the “Parties.” Unless otherwise provided in this Amendment, the definitions in the Yuba Water Purchase Agreement, and the exhibits to that agreement shall apply to this Amendment.

RECITALS

- A. The Yuba County Water Agency (Yuba) is engaged in the Yuba River Accord initiative (Yuba River Accord) to resolve issues associated with operation of the Yuba Project in a way that protects lower Yuba River fisheries and local water-supply reliability, while providing revenues for local flood control projects, water to use for protection and restoration of Sacramento-San Joaquin Delta (Delta) fisheries, and improvements in state-wide water supply management.
- B. The Yuba River Accord includes three major elements, all of which must be in place for the Yuba River Accord to become effective: (1) the Fisheries Agreement (dated November 3, 2007) to provide higher flows for fish in the lower Yuba River under certain conditions, (2) Conjunctive Use Agreements between Yuba and its Member Units for implementing a conjunctive use and water use efficiency program; and (3) the “Agreement for the Long-Term Purchase of Water from Yuba County Water Agency by the Department of Water Resources” dated December 4, 2007 (Yuba Water Purchase Agreement), as amended.
- C. Under the Yuba Water Purchase Agreement, Yuba makes surface water available for delivery and purchase by DWR, some of which is made available through substitution of groundwater for surface flows that would otherwise be used by its Member Units.
- D. In 2007 and 2008, 21 State Water Project (SWP) Contractors and the San Luis & Delta-Mendota Water Authority (Authority) entered into agreements with DWR for the purchase and delivery of the water made available under the Yuba Water Purchase Agreement (cumulatively referred to as the Participation Agreements). The Participating SWP Contractors and the Authority are jointly referred to as “Participating Contractors.” In 2014, two additional Participating SWP Contractors entered into Participation Agreements; and in 2020, one Participating SWP Contractor declined to renew the Participation Agreements. As of 2025, there are a total of 23 Participating Contractors.
- E. Since entering into the Participation Agreements, the Participating Contractors have approved Amendments 1 through 6.
- F. The Parties desire to extend the term and other provisions of this water supply and conveyance agreement whereby DWR will purchase water under the Yuba River Accord to make available for purchase by the Participating Contractors, including the AGENCY, through this Amendment 7.

G. AGENCY, on December 16, 2025, was assigned all rights, obligations, title and interest under Santa Barbara County Flood Control & Water Conservation District's (Santra Barbara) long-term water supply contract with the State, including all amendments. Any prior reference to Santa Barbara is now the responsibility of the AGENCY.

Now, therefore, in accordance with the Recitals and in consideration of the terms and conditions herein, the Parties agree to the following:

1. DEFINITIONS

When used in this Participation Agreement, the following definitions will apply:

"Amendment" means this Amendment 7 to this Participation Agreement.

"Balanced Conditions" mean the hydrologic condition of the Delta as defined in the November 24, 1986 "Agreement between the United States of America and the State of California for Coordinated Operations of the Central Valley Project and the State Water Project" (COA), as amended.

"Banks Pumping Plant" means a SWP facility in the south Delta owned and operated by DWR.

"Carriage Water" means the water losses due to increased Delta outflow necessary to maintain baseline Delta salinity conditions as determined by DWR and Reclamation, that are associated with Storage Component Water and Net Accrued Groundwater Substitution Component Water that is exported by the Projects.

"Conference Year" means a Water Year for which the North Yuba Index is less than 500,000 acre-feet, calculated according to the procedures and formulas set forth in Exhibits 4 and 5 of the Fisheries Agreement, and using the latest available forecasts for the Water Year.

"Delivered Transfer Water" means Released Transfer Water from Yuba that is accounted as being exported by the Projects, or contributing to exports, as described in Section 5 of Exhibit 1 of the Yuba Water Purchase Agreement.

"Final Classification" means the Water Year classification for the Sacramento Valley Index in the May issue of DWR's Bulletin 120.

“Fisheries Agreement” means the agreement, which is part of the Yuba River Accord, among Yuba, the California Department of Fish and Game (now known as Department of Fish and Wildlife), and other parties, under which Yuba operates the Yuba Project to provide higher flows in the lower Yuba River under certain conditions to improve fisheries protection.

“Management Committee” means the committee, consisting of one representative each from Yuba, DWR, and Participating Contractors, established under Section 12 (“Technical Committee and Management Committee”) of the Yuba Water Purchase Agreement.

“Member Unit” means a “Member Unit” as defined in Section 2(g) of the 1959 Yuba County Water Agency Act.

“Net Accrued Groundwater Substitution Component Water” is the net amount of water resulting from Yuba’s groundwater substitution pumping program that is made available to the Participating Contractors. The Net Accrued Groundwater Substitution Component Water will be released and delivered by Yuba to DWR in accordance with the Yuba Water Purchase Agreement.

“Participating Contractors” means all SWP Contractors and the Authority that have executed an agreement with DWR to purchase water originating from the Yuba Water Purchase Agreement.

“Participating SWP Contractors” means all Participating Contractors that are also SWP contractors.

“Participation Agreement” means the December 21, 2007 “Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California Under the Dry Year Water Purchase Program” as amended.

“Projects” means the State Water Project (SWP) and the Central Valley Project (CVP).

“Purchased Water” means the supply of Storage Component Water and Net Accrued Groundwater Substitution Component Water that has been delivered by Yuba to DWR and is accounted for as Delivered Transfer Water in the manner set forth in Exhibit 1 (“Scheduling and Accounting Principles”) of the Yuba Water Purchase Agreement. Purchased Water includes Carriage Water, water used as Delta outflow when the Export/Inflow ratio is controlling in the time period of July 1 through January 31 pursuant

to the Revised Water Right Decision 1641, evaporation, and other losses assessed by DWR.

“Released Transfer Water” means the average daily flows measured at the Marysville Gage that are greater than the Baseline Flows and is further described in Section 4.2 of Exhibit 1 of the Yuba Water Purchase Agreement.

“Storage Component Water” means the water supplies available to DWR pursuant to Section 6 of the Yuba Water Purchase Agreement.

“SWP Long-Term Water Supply Contract” means the long-term water supply contract between the Parties, as amended.

“Technical Committee” means the committee, consisting of technical representatives from Yuba, DWR, and Participating Contractors, established under Section 12 (“Technical Committee and Management Committee”) of the Yuba Water Purchase Agreement.

“Third Party” means an agency, entity or individual other than DWR, a Participating Contractor, a Member Unit, customer, landowner, or any other entity within the boundaries of a Participating Contractor, as defined in Section 9 (“Right of Yuba to Transfer Certain Quantities of Water to a Third Party”) of the Yuba Water Purchase Agreement.

“Third-Party Transfer” means a water transfer from Yuba to a Third Party as defined in Section 9 (“Right of Yuba to Transfer Certain Quantities of Water to a Third Party”) of the Yuba Water Purchase Agreement.

“Water Accounting Year” means the twelve-month period commencing January 1 through December 31.

“Water Year” means the twelve-month period from October 1 of one year through September 30 of the following year. For this Participation Agreement, each Water Year will be classified: (1) as “Wet,” “Above Normal,” “Below Normal,” “Dry” or “Critical,” based on the Sacramento Valley Water Year Hydrologic Classification in Figure 1 on page 188 of the State Water Resources Control Board's March 15, 2000, Revised Water-Right Decision 1641; or (2) as a “Conference Year.”

“Yuba Project” means the Yuba River Development Project, including New Bullards Bar Dam and Reservoir on the North Yuba River.

“Yuba River Accord” means Yuba’s initiative as described in Recitals A and B of this Participation Agreement.

“Yuba Water Purchase Agreement” means the Agreement for the Long-Term Purchase of Water from Yuba County Water Agency by the Department of Water Resources, which is attached hereto as Attachment A, and as amended.

2. EFFECT OF THIS AMENDMENT

After December 31, 2025, this Amendment supersedes the Participation Agreement in its entirety.

3. TERM OF PARTICIPATION AGREEMENT

- A. This Participation Agreement will become effective upon execution by the Parties and will terminate on December 31, 2050.
- B. The Parties may terminate this Participation Agreement on December 31, 2030, if the Parties fail to amend this Participation Agreement pursuant to Section 4.B.3 as necessary to address amendments made to the Yuba Water Purchase Agreement regarding the quantity and pricing of water pursuant to Section 10 thereof.
- C. This Participation Agreement will remain in effect beyond the termination dates set forth above to the extent required to enable the Parties to satisfy all obligations then existing or outstanding.

4. PURCHASED WATER

A. METHODS FOR ESTABLISHING ALLOCATIONS AND SHARING OF WATER

1. DWR will make available to the Participating SWP Contractors, as a group, 50% of the following types of water: Storage Component Water and Net Accrued Groundwater Substitution Component Water.
2. DWR will make available to the Participating SWP Contractors, and the Participating SWP Contractors may accept and purchase, Storage Component Water and Net Accrued Groundwater Substitution Component Water that is made available to the Authority, if the Authority elects to not take said water.

3. All water made available to the Participating SWP Contractors shall be allocated among the Participating SWP Contractors as follows:
 - a) DWR will allocate to the AGENCY its share of water that is made available to the Participating SWP Contractors based on the AGENCY'S maximum Table A amount in its SWP Long-Term Water Supply Contract as a proportion of the total Table A amounts provided under the Long-Term Water Supply Contracts of the Participating SWP Contractors.
 - b) If any Participating SWP Contractor does not request some or any of its share of the water, the remaining Participating SWP Contractors have the first right to that water, and DWR will allocate that water among them, but excluding from the calculation the maximum Table A amount of the Participating SWP Contractors not requesting their full allocation.
 - c) The above process will repeat until all water is allocated to all Participating SWP Contractors that requested Purchased Water.
4. DWR will offer to the Authority any Storage Component Water and Net Accrued Groundwater Substitution Component Water made available pursuant to this Section and remaining unrequested water after completing the above allocation process.
5. For Storage Component Water, if the AGENCY does not take some or all of the water made available to it after the May 22 initial allocation, DWR will make that water available first to the other Participating SWP Contractors and then to the Authority. If that water is not purchased by the Participating SWP Contractors or the Authority, then the AGENCY will be required to purchase the remaining amount.

B. TYPES AND PRICES OF PURCHASED WATER

1. STORAGE COMPONENT WATER

- a) For Storage Component Water that is accounted for as Purchased Water and made available to the AGENCY from January 1, 2026 through December 31, 2030, the AGENCY will pay:
 - i) Wet Year. \$75 per acre-foot in a Final Classification Wet Water Year.

- ii) Above Normal Year. \$150 per acre-foot in a Final Classification Above Normal Water Year.
 - iii) Below Normal Year. \$225 per acre-foot in a Final Classification Below Normal Water Year.
 - iv) Dry Year. \$300 per acre-foot in a Final Classification Dry Water Year (except as provided in subsection vi, below).
 - v) Critical Year. \$450 per acre-foot in a Final Classification Critical Water Year (except as provided in subsection vi, below).
 - vi) Consecutive Dry or Critical Years. \$525 per acre-foot in two or more consecutive years with either a Final Classification of Dry or Critical Water Years.
- b) Specified quantities of Storage Component Water in Dry and Critical Years (previously known as Component 2 Water) are subject to a price reduction. In 2004 during development of the Yuba River Accord, the Participating Contractors identified quantities of water they believed that the SWP and CVP would have received in Dry and Critical Years from the Yuba Project if alternative regulatory conditions of D-1644 had gone into effect (i.e., the long-term flow requirements). To address this concern, DWR and Yuba agreed to discount pricing for a portion of the Storage Component Water delivered in these year types. As a result, the price for such discounted Storage Component Water in Dry and Critical Water Years is 80% of the price of Storage Component Water agreed to by the Parties for the following quantities.
- i) In any Water Year that has a Final Classification as Dry, the first 15,000 acre-feet of Storage Component Water; and
 - ii) In any Water Year that has a Final Classification as Critical, the first 30,000 acre-feet of Storage Component Water.

2. NET ACCRUED GROUNDWATER SUBSTITUTION COMPONENT WATER

The following provisions shall apply to Net Accrued Groundwater Substitution Component Water made available by Yuba, through DWR, to

the AGENCY beginning on January 1, 2016 and continuing through the term of this Participation Agreement.

- a) Except as otherwise provided herein, Net Accrued Groundwater Substitution Component Water will be accounted for in accordance with the provisions of the Yuba Water Purchase Agreement.
- b) In every year within the term of this Participation Agreement when one or more Participating Contractors desire to purchase Net Accrued Groundwater Substitution Component Water from Yuba through DWR, the Management Committee representatives of DWR, Yuba, and the Participating Contractors will convene by February 15 and conclude by March 31 to negotiate the price per acre-foot of Net Accrued Groundwater Substitution Component Water, any provisions for the Delta export priority for such water, and any other terms applicable to the transfer of Net Accrued Groundwater Substitution Component Water. If necessary, the dates herein may be adjusted if approved in writing by Yuba and DWR with written notice to the AGENCY.
- c) In every Water Accounting Year when: (1) one or more Participating Contractors desire to purchase Net Accrued Groundwater Substitution Component Water; (2) the annual negotiations referenced in Section 4.B.2.b have reached a successful conclusion calling for the purchase of such water that year; (3) the Management Committee representatives have agreed as to the terms of, and each of these representatives has recommended in writing said terms and the approval of, a letter agreement between Yuba and DWR establishing the price per acre-foot and any modified terms that will be applicable to the Net Accrued Groundwater Substitution Component Water for that Water Accounting Year; and (4) DWR and Yuba have executed said letter agreement, DWR will offer in writing to the AGENCY the opportunity to purchase Net Accrued Groundwater Substitution Component Water at the price and terms as provided in the letter agreement between DWR and Yuba.

3. POSSIBLE FUTURE ADJUSTMENTS TO QUANTITIES

If the provisions of Section 10 or 20 of the Yuba Water Purchase Agreement require changes to the quantity of water available therein, the Parties agree that amendment of this Participation Agreement for such purposes will be a condition precedent of any amendment of the Yuba Water Purchase

Agreement pursuant to Section 10 or 20 thereof. The Parties agree to meet and negotiate in good faith potential changes to this Participation Agreement.

4. PRICE FOR FALL DELIVERED WATER

Storage Component Water and Net Accrued Groundwater Substitution Component Water that is accounted as Delivered Transfer Water in the months of October and November will be priced using the determination of Water Year that was in effect before September 30 of that year.

C. THIRD-PARTY TRANSFERS PURSUANT TO SECTION 9 OF THE YUBA WATER PURCHASE AGREEMENT

The Yuba Water Purchase Agreement provides for the sale of water to Third Parties under the terms outlined in Section 9 (“Right of Yuba to Transfer Certain Quantities of Water to a Third Party”) of the Yuba Water Purchase Agreement. So long as a Third-Party Transfer is carried out consistent with the accounting provisions of Exhibit 1 for Released Transfer Water during Balanced Conditions in the Yuba Water Purchase Agreement, the AGENCY will not object based on the use of the transfer water accounting provisions of Exhibit 1 to such a transfer as not protective of DWR and the AGENCY as legal users of water during the time the AGENCY remains a Participating Contractor. The AGENCY also agrees that, as a Participating Contractor, it will not purchase water directly from Yuba other than through the Yuba Water Purchase Agreement.

5. REQUESTS, SCHEDULING, CONVEYANCE, AND STORAGE

Scheduling and conveyance of Purchased Water will be dependent on factors like releases by Yuba (including the flow schedule for the lower Yuba River as provided for in the Fisheries Agreement, the North Yuba Index, or the Yuba River Index), capacity of CVP and SWP facilities, and Bay-Delta conditions. To meet the goals of Section 7, the AGENCY may modify the requests in writing and DWR may update the allocation of Purchased Water without amending this Participation Agreement.

A. REQUESTS FOR STORAGE COMPONENT WATER

1. On or about April 11 of each Water Accounting Year, DWR will inform the AGENCY of the potential quantity of Storage Component Water that is available to the AGENCY.
2. On or before April 18, the AGENCY will submit an initial request to DWR for Storage Component Water.
3. On or about May 22, DWR will notify the AGENCY of the quantity of Storage Component Water to be allocated to the AGENCY pursuant to Section 5.A. DWR will continue to update the allocation to reflect the latest conditions.
4. In the event that Yuba wishes to conduct the First Type of Third-Party Transfer (as described in the Yuba Water Purchase Agreement) in the months of July through November during Balanced Conditions, and Yuba notifies DWR to not back a specified quantity of Released Transfer Water into Project storage, DWR will notify the AGENCY within 5 business days after Yuba issued the notice and provide an opportunity for the AGENCY to guarantee purchase of that portion of such water allocated to the AGENCY in accordance with Section 4.A at the current year pricing regardless of whether it becomes Delivered Transfer Water. Such water, when stored in Project storage, will be released in a subsequent year to the AGENCY provided it was stored in Project storage and not spilled by flood control releases before its scheduled release. The AGENCY will pay for this allocated amount at the current year pricing regardless of whether it becomes Delivered Transfer Water in the current year.

B. REQUESTS FOR NET ACCRUED GROUNDWATER SUBSTITUTION COMPONENT WATER

1. On or about April 1 of each Water Accounting Year, DWR will notify the AGENCY of the quantity of Net Accrued Groundwater Substitution Component Water that Yuba will make available and the terms of such water, including the price per acre-foot, and any other applicable terms.
2. On or before April 11, the AGENCY will submit an initial request to DWR for the amount of Net Accrued Groundwater Substitution Component Water.

3. On or before May 14, the AGENCY may adjust the requested quantity of Net Accrued Groundwater Substitution Component Water.
4. On or before May 14, the AGENCY will commit to the final quantity of Net Accrued Groundwater Substitution Component Water to be purchased during the Water Accounting Year, but such amount will not be less than the actual amount of Net Accrued Groundwater Substitution Component Water made available between April 1 and May 15 in accordance with the accounting provisions for Net Accrued Groundwater Substitution Component Water set forth in Exhibit 1 of the Yuba Water Purchase Agreement.
5. On or about May 22, DWR will notify the AGENCY of the final quantity of Net Accrued Groundwater Substitution Component Water to be allocated to the AGENCY.
6. DWR will provide Yuba not less than 72-hours' notification for suspension or termination of groundwater pumping due to limitations on the ability to divert the Net Accrued Groundwater Substitution Component Water. In the event of such suspension or termination, the AGENCY will pay for its allocated quantity of Net Accrued Groundwater Substitution Component Water, including the amount incurred through the 72-hour notification period irrespective of whether DWR was able to divert the Net Accrued Groundwater Substitution Component Water.
7. The Parties acknowledge that Section 5.1.8 of the Yuba Accord Fisheries Agreement allows the River Management Team to schedule the release of a portion of Net Accrued Groundwater Substitution Component Water at a time when it might not be transferable. The AGENCY will not be required to pay for any portion of Net Accrued Groundwater Substitution Component Water that is released under Section 5.1.8 to the extent that it is not transferable under the accounting provisions set forth in Exhibit 1 of the Yuba Water Purchase Agreement.
8. The final allocated Net Accrued Groundwater Substitution Component Water can be reduced if Yuba Member Units pump less than the quantity in letter agreement between Yuba and DWR. The AGENCY will not be required to pay for this reduction.

9. If necessary, the dates herein may be adjusted if approved in writing by Yuba and DWR with written notice to the AGENCY.

C. SCHEDULING

1. The AGENCY shall submit monthly water delivery schedules and revised monthly schedules, if any, for approval to the Division of Operation and Maintenance, Office of the Division Manager, Water Deliveries Reporting Unit, indicating timing and point of delivery requested under this Agreement with reference to SWP #25-826. Monthly and revised schedules shall be sent by electronic mail to SWP-SWDS@water.ca.gov.
2. The AGENCY shall submit weekly water delivery schedules that indicate timing and point of delivery requested with reference to SWP #25-826, by electronic mail by 10:00 am, Wednesday, for Monday through Sunday of next week to the following:
 - a) Water Delivery Scheduling
Water_deliv_sched@water.ca.gov
 - b) Power Management and Optimization Section
POCOptimization@water.ca.gov
 - c) Day-Ahead Scheduling Unit
Presched@water.ca.gov
 - d) Water Operations Scheduling Section
WOSS@water.ca.gov

D. CONVEYANCE

1. Purchased Water is subject to deduction of Carriage Water and other losses assessed by DWR. The conveyance of the remaining Purchased Water to the AGENCY's turnouts from the SWP Delta facilities is subject to the terms and conditions of this Participation Agreement, Article 55 of the AGENCY's SWP Long-Term Water Supply Contract, and applicable laws. Use of Purchased Water under this Participation Agreement shall be restricted to the AGENCY's service area inside SWP place of use. Delivery priorities shall be determined in accordance with Article 12(f) of the AGENCY's SWP Long-Term Water Supply Contract, with Purchased Water being classified as non-project water.

2. The AGENCY shall be responsible for, and shall bear all risks for, all conveyance losses and other water losses, if applicable. DWR shall deduct any losses, as determined by DWR, from the amount of Purchased Water.
3. In the event that further adjustments are required, including if final Carriage Water value differs from the initial estimate, DWR may, after consulting with the AGENCY, reclassify the AGENCY's Table A water to address any discrepancies.

E. STORAGE

The storage of Purchased Water under this Participation Agreement is subject to the terms and conditions of this Participation Agreement, Article 56(c) of the AGENCY's SWP Long-Term Water Supply Contract, and applicable laws. AGENCY acknowledges that DWR solely determines the available storage capacity and such storage may not interfere with SWP operations or other SWP Contractor's contractual rights. DWR will notify AGENCY of the risk of loss of the stored Purchased Water as soon as practicable. AGENCY acknowledges that stored Purchased Water is subject to spill, actual or theoretical, as determined by DWR. No power credit will accrue to AGENCY for storage of Purchased Water.

6. INVOICING AND PAYMENTS

DWR will invoice the AGENCY and the AGENCY will submit payment to DWR based on each invoice as provided below.

A. INVOICING FOR PURCHASED WATER

1. Initial Storage Component Water Invoice: On or about May 22 (or within 10 business days of the date that DWR receives an invoice from Yuba), DWR will invoice the AGENCY for 50% of the estimated amount of Storage Component Water allocated to the AGENCY.
2. Initial Net Accrued Groundwater Substitution Component Water Invoice: On or about May 22 (or within 10 business days of the date that DWR receives an invoice from Yuba) DWR will invoice the AGENCY for 50% of the amount of Net Accrued Groundwater Substitution Component Water allocated to the AGENCY.
3. Second Net Accrued Groundwater Substitution Component Water Invoice: On or about August 30 (or within 10 business days of the date that DWR

receives an invoice from Yuba) DWR will invoice the AGENCY for 40% of the allocated Net Accrued Groundwater Substitution Component Water allocated to the AGENCY.

4. Final Invoice for Purchased Water: On January 17 of the next calendar year (or within 10 business days of the date that DWR receives an invoice from Yuba), DWR will invoice the AGENCY for the remaining unpaid cost for Purchased Water.

B. INVOICE FOR CONVEYANCE COSTS

DWR will invoice the AGENCY monthly for conveyance charges in accordance with Article 55 of the SWP Long-Term Water Supply contract. Specifically, the AGENCY shall pay the power resources (including on-aqueduct, off-aqueduct, and any other power) incurred in the conveyance of such water from the Delta for the year in which the Purchased Water is conveyed.

C. PAYMENTS FOR COSTS ATTRIBUTABLE TO YUBA WATER PURCHASE AGREEMENT

The Parties agree that costs DWR is obligated to pay Yuba pursuant to the Yuba Water Purchase Agreement, and that have not been identified by this Participation Agreement, will be an obligation of the Participating Contractors. If necessary, the Parties will amend this Participation Agreement to provide for invoicing and payment of such costs if not provided for herein.

D. PAYMENT TERMS AND CONDITIONS

1. The AGENCY will pay DWR within 31 days after receiving an invoice.
2. DWR will assess on the AGENCY a 1% interest rate per month from the due date until paid in full.
3. If the AGENCY disputes an invoice, the AGENCY will still pay the full invoiced amount. The AGENCY will submit a notice to DWR identifying the dispute within 31 days of receipt of the invoice. Within 21 days after DWR receives the notice, the Parties will meet and, if appropriate, obtain assistance from the Technical Committee and Management Committee to resolve the dispute. If the Parties find that the AGENCY overpaid, DWR will apply a credit on the next invoice. If there is no resolution, the Parties will follow the dispute resolution process in Section 11.

4. Invoices will itemize any prior payments and credits, and the total due, less any additional credits.

7. EFFORTS TO MAXIMIZE THE BENEFICIAL USE OF WATER

DWR will use all reasonable efforts to maximize the amount of Purchased Water available to the Participating Contractors. Those efforts will include, but are not limited to fully exercising its rights and obligations under the Yuba Water Purchase Agreement, coordinating with Reclamation on the operations of the SWP and CVP, and storing water in SWP facilities when Delta pumping is constrained, as provided in the Yuba Water Purchase Agreement.

8. MEMBERSHIP ON COMMITTEES

DWR agrees that a representative of the Participating Contractors will be a member of the Management Committee and Technical Committee.

9. CONFERENCE YEAR PRINCIPLES

During any Conference Year, DWR will meet with Yuba and the other parties to the Fisheries Agreement and the Conjunctive Use Agreements to: (1) determine how to address the circumstances, and (2) discuss the operation of the Yuba Project during that Water Accounting Year.

10. LIABILITY

- A. DWR will not assert that the AGENCY, its directors, officers, agents or employees, are liable for damages of any nature whatsoever arising out of any actions or omissions by DWR, its Director, officers, agents or employees, related to DWR's performance of this Participation Agreement, where such liability is caused by an act, error or omission of DWR, its Director, officers, agents or employees.
- B. The AGENCY will not assert that DWR, its Director, officers, agents or employees, are liable for damages of any nature whatsoever arising out of any actions or omissions by the AGENCY, its directors, officers, agents or employees, related to the AGENCY's performance of this Participation Agreement, where such liability is caused by an act, error or omission of the AGENCY, its director, officers, agents or employees.

- C. To the extent permitted by California law, the AGENCY will indemnify, defend and hold DWR, its Director, officers, agents and its employees safe and harmless from any and all, claims, judgments, damages, penalties, costs, liabilities and losses (including without limitation, sums paid in settlement of claims, actual attorney's fees paralegal fees, consultant fees, engineering fees, expert fees, and any other professional fees) that arise from or are related in any way to the AGENCY's activities or performance under this Participation Agreement that are under the exclusive control of the AGENCY, including but not limited to the release, conveyance, use or distribution of water by the AGENCY for purposes of this Participation Agreement.
- D. To the extent permitted by California law, DWR will indemnify, defend and hold the AGENCY, its directors, officers, agents and its employees safe and harmless from any and all, claims, judgments, damages, penalties, costs, liabilities and losses (including without limitation, sums paid in settlement of claims, actual attorney's fees, paralegal fees, consultant fees, engineering fees, expert fees, and any other professional fees) that arise from or are related in any way to DWR's activities or performance under this Participation Agreement that are under the exclusive control of DWR, including but not limited to the release, conveyance, use or distribution of water by DWR for purposes of this Participation Agreement.

11. DISPUTE RESOLUTION

- A. Should any material disputes arise concerning any provision of this Participation Agreement, or the rights and obligations of the Parties hereunder, including those involving possible termination or those that might cause the initiation of any administrative or judicial proceeding to enforce or interpret this Participation Agreement, the Party that believes a dispute exists will notify the other Party, and the Parties will promptly meet and confer to attempt to resolve the perceived dispute.
- B. If the process described in the preceding subsection fails to resolve the dispute within 30 days, the Parties will submit the dispute to a mediator who has experience in water-related disputes. The costs of any such mediation will be borne equally by the Parties. Initiation of this mediation process will be through written notice by one Party to the other Party. The Parties reserve all of their other remedies that may be provided by law or equity in the event that such mediation fails to resolve a dispute. The Parties, in consultation with the

mediator, will use their best efforts to resolve the dispute within 30 days. Under no circumstances, however, will mediation under this Section result in a requirement that diminishes, limits or contravenes the discretion, authority or any delegated authority of the Director of DWR or the AGENCY under State law.

- C. If mediation fails to resolve the dispute, and prior to commencing any legal action to resolve the dispute, the Party proposing to commence legal action will provide the other Party 30 days' written notice of such action, provided that such notice will not be required where a delay in commencing an action would prejudice the interests of the Party that intends to file suit. During the 30-day notice period, the Parties will continue to attempt to resolve the dispute.

12. NOT A PRECEDENT

The terms and conditions set forth in this Participation Agreement are not intended to set a precedent for any future contractual arrangements for conveying non-SWP water by DWR to the AGENCY.

13. PAYMENTS, NOTICES, OR OTHER COMMUNICATIONS

The time for providing any payments, notices, or other communications specified in this Participation Agreement may be extended within the term of this Participation Agreement with the consent of the Parties, confirmed in writing, without requiring an amendment to this Participation Agreement. All payments, notices, or other communications required under this Participation Agreement will be in writing, and will be deemed to have been duly given upon the date of service, if: (a) served personally on the Party to whom notice is to be given; (b) sent by electronic mail, and the Party to whom notice is to be given confirms receipt; or (c) on the third day after mailing, if mailed to the Party to whom payment, notice or other communication is directed, by first-class mail, postage prepaid, and properly addressed to the designated representatives of the Party set forth below.

DWR:

Assistant Division Manager of Water Management
Department of Water Resources
P.O. Box 942836
Sacramento, CA 94236-0001
cc: swpwatertransfers@water.ca.gov

AGENCY:

Ray Stokes, Executive Director
Central Coast Water Authority
255 Industrial Way, Buellton, CA 93427
executivedirector@ccwa.com

A Party may notify the other Party in writing of a change in its designated representatives, without requiring an amendment to this Participation Agreement. When requested, unless otherwise specified in this Participation Agreement, DWR will provide to the AGENCY copies of any and all communications it sends or receives pursuant to the terms of the Yuba Water Purchase Agreement. These communications will be shared as soon as possible, but not later than 14 days after DWR receives, or sends, such communications to Yuba, the Authority, and/or other Participating SWP Contractors.

14. SIGNATORIES' AUTHORITY

The signatories to this Participation Agreement represent that they have authority to execute this Participation Agreement and to bind the Party on whose behalf they execute this Participation Agreement.

The Parties agree that this Participation Agreement will be executed using DocuSign by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature. All Parties will receive an executed copy of this Agreement via DocuSign after all Parties have signed.

15. COUNTERPARTS OF THIS PARTICIPATION AGREEMENT

This Participation Agreement may be signed in any number of counterparts by the Parties, each of which will be deemed to be an original, and all of which together will be deemed to one and the same instrument. This Participation Agreement, if executed in counterparts, will be valid and binding on a Party as if fully executed all in one copy.

16. BINDING ON SUCCESSORS/ASSIGNMENT

This Participation Agreement will bind and inure to the benefit of the respective successors and assigns of the Party, except that, none of the obligations of the Parties set forth in this Participation Agreement will be assigned without the prior, written approval of the other Party, which approval will not unreasonably be withheld.

17. NO THIRD-PARTY BENEFICIARIES

This Participation Agreement will not be construed to create any third-party beneficiaries, except as set forth in this section. This Participation Agreement is for the sole benefit of the Parties, their respective successors and assigns, and no other person or entity will be entitled to rely on or receive any benefit from this Participation Agreement or any of its terms.

18. AMENDMENTS

- A. This Participation Agreement may be amended or modified only by written agreement approved and executed by the Parties.
- B. Prior to any amendment of this Participation Agreement, the Parties will meet and confer with the other Participating SWP Contractors and the Authority. The Parties will not agree to any amendment to this Participation Agreement that would adversely affect the rights and obligations of the Participating SWP Contractors under each of their respective “Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California to the Participating SWP Contractors under the Dry Year Water Purchase Program” or the Authority under its “Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California to the San Luis & Delta-Mendota Water Authority under the Dry Year Water Purchase Program.”
- C. Prior to any amendment of any “Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California to the Participating SWP Contractors Under the Dry Year Water Purchase Program”, DWR will meet and confer with the AGENCY. DWR will not agree to any amendments to any “Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California to the Participating SWP Contractors Under the Dry Year Water Purchase Program” or the “Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California to the San Luis & Delta-Mendota Water Authority under the Dry Year Water Purchase Program” that would adversely affect the rights and obligations under this Participation Agreement.
- D. DWR will meet and confer with the AGENCY, the other Participating SWP Contractors and the Authority before agreeing to any proposed changes, amendments, or supplements to the Yuba Water Purchase Agreement. DWR

will not agree to any changes, amendments, or supplements to the Yuba Water Purchase Agreement or its Exhibits that would be inconsistent with or adversely affect the Parties' rights and obligations under this Participation Agreement, any other "Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California to the Participating SWP Contractors Under the Dry Year Water Purchase Program" or under the "Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California to the San Luis & Delta-Mendota Water Authority under the Dry Year Water Purchase Program."

19. OPINIONS AND DETERMINATIONS

Where the terms of this Participation Agreement provide for action to be based upon the opinion, determination, approval or review of either Party, such terms are not intended to be, and will not be construed as permitting such actions to be arbitrary, capricious or unreasonable. Any opinion, determination, approval or review required of a Party under this Participation Agreement will be provided in a timely manner.

20. REASONABLE COOPERATION

The Parties will reasonably cooperate with each other, including the execution of all necessary documents and providing assistance in obtaining approvals and permits from regulatory agencies required to perform the obligations under this Participation Agreement and to carry out the purpose and intent of this Participation Agreement.

21. CONSTRUCTION AND INTERPRETATION

This Participation Agreement is entered into freely and voluntarily. This Participation Agreement has been arrived at through negotiation, and each Party has had a full and fair opportunity to revise the terms of this Participation Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Participation Agreement.

22. COMPLETE CONTRACT

This Participation Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this Participation Agreement among the Parties concerning the subject matter, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject

matter of this Participation Agreement, except as to those other agreements that are expressly referred to in this Participation Agreement.

23. DETERMINATION OF UNENFORCEABLE PROVISIONS

If any term or provision of this Participation Agreement is deemed invalid or unenforceable by any court of final jurisdiction, the Parties will meet and attempt to address this situation pursuant to the provisions of Section 11 of this Participation Agreement.

24. WAIVER

The waiver at any time by a Party of its rights with respect to a default or other matter arising in connection with this Participation Agreement will not be deemed a waiver with respect to any other default or matter.

25. TIME

Time is of the essence in this Participation Agreement. Any date specified in this Participation Agreement may be changed with the written consent of the Parties.

26. APPLICABLE LAW

This Participation Agreement will be construed under and will be deemed to be governed by the laws of the State of California.

27. VENUE

Any appropriate County under California law will be venue for any state court litigation concerning the enforcement or interpretation of this Participation Agreement.

28. REMEDIES NOT EXCLUSIVE

The remedies provided in this Participation Agreement are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by the Party of any remedy under this Participation Agreement will be without prejudice to the enforcement of any other remedy.

29. OFFICIALS NOT TO BENEFIT

No member or delegate to Congress, Resident Commissioner, or Federal or State official will be admitted to any share or part of this Participation Agreement or to any benefit that may arise therefrom.

30. STANDARD CLAUSES

With respect to the mutual obligations of the Parties under this Participation Agreement, the Parties will comply with the Standard Clauses as shown on Attachment B ("State of California Standard Clauses") to this Participation Agreement for the State of California, Contracts with Public Entities.

31. ATTACHMENTS INCORPORATED

Each attachment to which reference is made is deemed incorporated in this Participation Agreement, whether or not actually attached.

DRAFT

IN WITNESS WHEREOF, the Parties hereto, by their authorized representatives, have executed this Participation Agreement on the last date set forth below.

Approved as to legal form
and sufficiency:

STATE OF CALIFORNIA DEPARTMENT
OF WATER RESOURCES

Ann Carroll
General Counsel

Karla Nemeth
Director

Date

Date

Approved as to legal form
and sufficiency:

CENTRAL COAST WATER AUTHORITY

Name
Counsel

Ray Stokes
Executive Director

Date

Date

ATTACHMENTS:

Attachment A: Amendment 8 to the Agreement for the Long-Term Purchase of Water from Yuba County Water Agency by the Department of Water Resources

Attachment B: DWR Standard Clauses

DRAFT

ATTACHMENT A

AMENDMENT 8 TO THE AGREEMENT FOR THE LONG-TERM PURCHASE OF
WATER FROM YUBA COUNTY WATER AGENCY BY THE DEPARTMENT OF
WATER RESOURCES

DRAFT

ATTACHMENT B
DEPARTMENT OF WATER RESOURCES STANDARD CLAUSES
FOR
AGREEMENT FOR THE SUPPLY AND CONVEYANCE OF WATER
BY THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF CALIFORNIA
TO THE AGENCY
UNDER
THE DRY YEAR WATER PURCHASE PROGRAM

Worker's Compensation Clause. Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700).

Nondiscrimination Clause. During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to

labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

Compliance with Laws, Regulations, Permit Requirements. Contractor shall at all times comply with, and require its contractors and subcontractors to comply with, all applicable federal and State laws, rules and regulations, permits and all applicable local ordinances, specifically including but not limited to environmental, procurement and safety laws, rules, regulations, permits and ordinances.

Availability of Funds. Work to be performed under this contract is subject to the availability of funds through the State's normal budget process.

Audit Clause. Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

Compensation. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

Drug-Free Workplace Certification. Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

Americans with Disabilities Act. Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

Conflict of Interest. Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the

employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

Child Support Compliance Act. For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Air or Water Pollution Violation. Under the State laws, the Contractor shall not be: 1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; 2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) finally determined to be in violation of federal law relating to air or water pollution.

Recycling Certification. The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

DRAFT



CENTRAL COAST WATER AUTHORITY

MEMORANDUM

January 12, 2026

TO: CCWA Board of Directors

FROM: David Beard
Deputy Director of Operations and Engineering

SUBJECT: Professional Consulting Services Master Agreement to Carollo Engineers and Task Order No.1 for the Design of the Filter Media and Underdrain Nozzle Replacement Project

SUMMARY

The Central Coast Water Authority's (CCWA) Polonio Pass Water Treatment Plant (WTP) has eight two-bay, dual-media filters. In February 2025, due to concerns prompted by repeated backwash system pressure relief events, CCWA completed a filter condition evaluation with Carollo Engineers (Carollo) to understand the cause of the pressure relief events and what remedies are required. The Filter Media and Underdrain Nozzle Replacement Project (Project) was developed based on Carollo's recommendations.

RECOMMENDATION

CCWA staff recommend that the Board of Directors:

1. Authorize the Executive Director to execute a Professional Consulting Services Master Agreement with Carollo Engineers; and
2. Approve Task Order No. 1 in the amount of \$270,200 for the Design of the Filter Media and Underdrain Nozzle Replacement Project.

DISCUSSION

Multi-media filter condition is a high priority because of their criticality in the treatment process and regulatory compliance. Not addressing the cause of the backwash system pressure relief events will lead to clogging, head-loss impacts and inefficient backwashes, resulting in WTP capacity reduction. Carollo developed the following recommendations after evaluating potential issues with the existing media-retaining nozzles, filter media and piping:

1. Removing and replacing the existing granular activated carbon and sand filter media;
2. Removing and replacing filter underdrain nozzles;
3. Repairing deteriorated concrete surfaces within the filter basins; and
4. Leveling launders between filter bays without removing the portion cast within gullet walls, if reasonably possible.

CCWA developed the Project and prepared a Request for Proposals (RFP) for engineering design services to implement Carollo's recommendations. The RFP was directly distributed to

engineering firms and posted on CCWA’s website. Carollo was the only engineering firm that submitted a response to the RFP.

The Project design is included in the Fiscal Year 2025-26 Budget at an amount of \$157,500. Additionally, CCWA has carryover funds available for Project implementation. Table 1 summarizes the current year budget and available carryover funds.

Table 1. Filter Media and Underdrain Nozzle Replacement Project Funds

Project	Budget/ Carryover Funds
C-25NOZZLE	\$ 157,500
C-23WTPOFF	670,331
C-23GACFMR	7,472
C-21GACFMR	395,000
Total	\$ 1,230,303

A design schedule is included as Exhibit D in Task Order No. 1 and shows Carollo completing the design by mid-June 2026. CCWA staff anticipates bidding and constructing the Project in Fiscal Year 2026-27.

ENVIRONMENTAL REVIEW

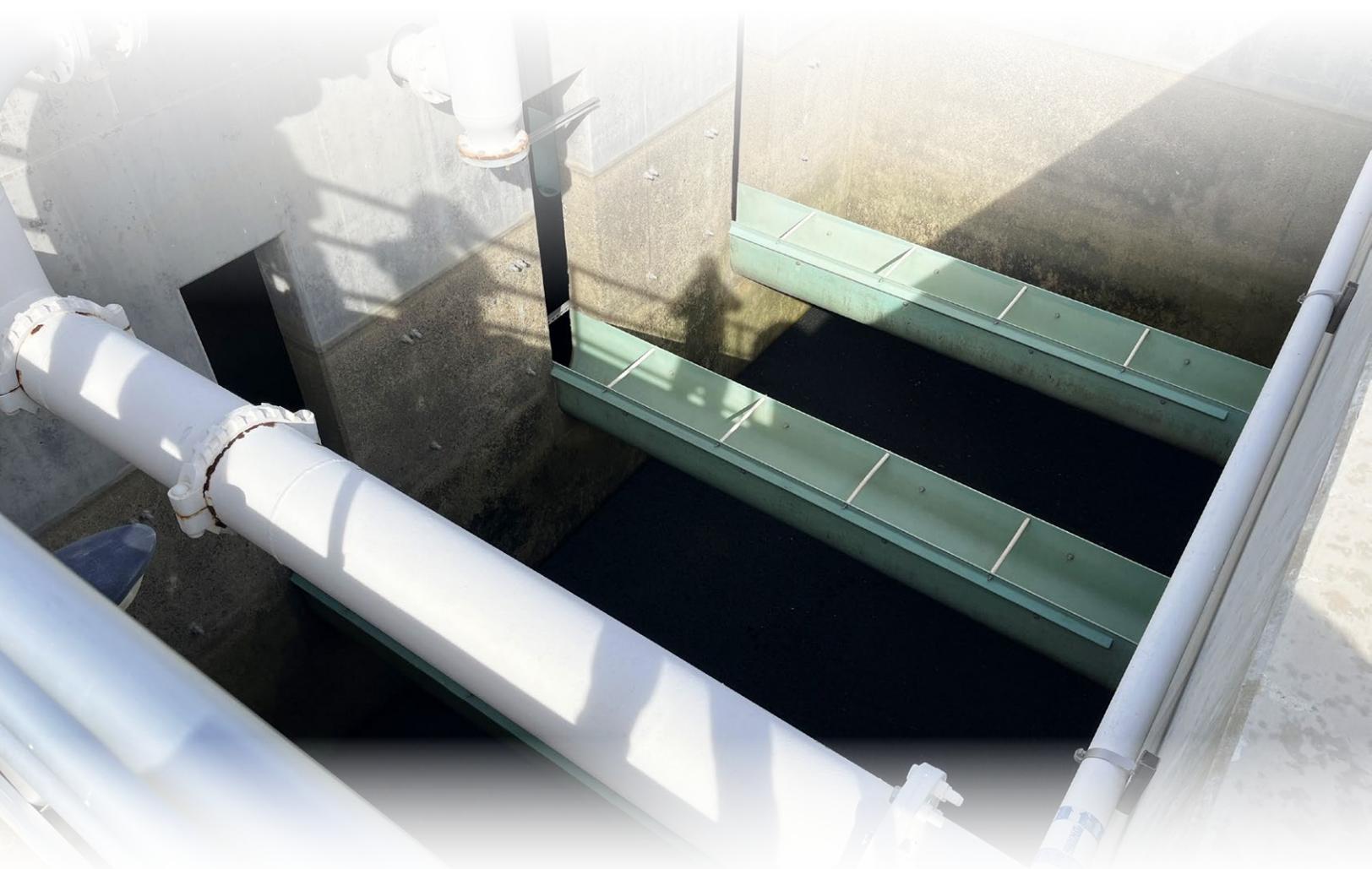
None. Not applicable.

Attachments:

- A. Carollo’s Engineering and Design Services Proposal Filter Media and Underdrain Replacement Project.
- B. Professional Consulting Services Master Agreement with Carollo Engineers and Task Order No.1 for the Design of the Filter Media and Underdrain Nozzle Replacement Project in the Amount Of \$270,200.

ENGINEERING AND DESIGN SERVICES FOR THE
Filter Media and Underdrain
Nozzle Replacement Project

PROPOSAL / October 2025





October 28, 2025

Mr. David Beard
Central Coast Water Authority
255 Industrial Way
Buellton, CA 93427

Subject: Proposal – Engineering and Design Services for the Filter Media and Underdrain Nozzle Replacement Project

Dear Mr. Beard and Selection Panel:

Your filters are the heart of your water treatment process and essential to providing safe, reliable water. Central Coast Water Authority's (CCWA) plan to rehabilitate its filters through media replacement, underdrain replacement, and structural restorations shows a strong commitment to water quality, reliability, and long-term performance. Carollo's filter team shares your commitment to protecting water quality and delivering sustainable treatment solutions that strengthen public confidence and operational resilience.

This project goes beyond simple rehabilitation; it must be completed efficiently, safely, and with minimal disruptions. Our extensive experience rehabilitating filters across the region (Sacramento, Fresno, Kern County, Modesto, Stockton, Palmdale, Santa Barbara, etc.) means we understand the critical challenges in media selection, manufacture, and installation, as well as nozzle selection and filter wall surface rehabilitation, where costly mistakes all too often occur.

Carollo's approach focuses on technical excellence, operational continuity, and lasting value and builds upon three core strengths.

- **Filtration Expertise:** Decades of experience locally and nationwide, deep knowledge of media selection, nozzle replacement, and concrete surface repair and how to avoid the costly challenges that can occur on these types of projects.
- **Minimal Disruptions:** Our team specializes in executing upgrades while maintaining treatment capacity, using carefully developed phasing and sequencing plans to minimize downtime and risk.
- **Collaboration and Quality:** We work closely with plant staff to improve performance, reduce maintenance, and extend infrastructure life.

Our team's singular focus on water treatment and expertise in granular media filter rehabilitation sets us apart. We've delivered successful projects for utilities across the Central Valley and beyond, including most recently the K.R. Harrington Water Treatment Plant in Nashville, which achieved 50 percent longer filter runs after retrofitting with nozzle underdrains, new media, and filter wall repairs. Our results-driven approach and construction expertise make us a trusted partner for challenging filter rehabilitations.

Our submittal is valid for 60 calendar days from the date of this submission. Thank you for considering our proposal. Please contact me at 208-376-2288 or pcarlson@carollo.com, or Stetson at sbassett@carollo.com.

We look forward to helping you renew your filters for decades of performance.

Sincerely,

CAROLLO ENGINEERS, INC.

Patrick Carlson, PE
Principal-in-Charge

Stetson Bassett, PE
Project Manager

**CENTRAL COAST WATER AUTHORITY
AMENDMENT NO. 1**

**REQUEST FOR PROPOSALS (RFP)
ENGINEERING AND DESIGN SERVICES FOR FILTER MEDIA
AND UNDERDRAIN NOZZLE REPLACEMENT PROJECT**

Date of Issue: October 27, 2025

This amendment is issued to clarify the treatment of cost information in the proposal process and to ensure compliance with California Government Code §§ 4525–4529.20 (Mini-Brooks Act). Specifically, the changes outlined below are intended to reinforce that selection will be based solely on demonstrated competence and professional qualifications, and that cost will not be considered during the qualifications-based selection phase.

Revisions:

- 1. Submittal Instructions:** Firms shall submit Attachment A – Schedule of Work Items in a separate password-protected file at the time the proposal is due. The password shall be provided only by the firm selected based on qualifications, after notification of selection. CCWA will not open or review any cost-related information until the qualifications-based selection has been completed.

- 2. General Information – Evaluation Criteria:** Item #4 is revised to read: “Design schedule”. The word “cost” is hereby struck from the evaluation criteria to ensure compliance with California Government Code §§ 4525–4529.20.

All other terms and conditions of the RFP remain unchanged. Firms shall acknowledge receipt of this Amendment No. 1 in by including a signed copy with their proposal submission.

Should you have any questions, please contact David Beard at drb@ccwa.com.

ACKNOWLEDGEMENT OF AMENDMENT NO. 1

 10/28/2025

Signature and Date

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– Resumes	

Firm Background

Carollo is a water engineering firm specializing in the planning, design, and construction management of water treatment facilities and infrastructure. Our singular focus on water has enabled us to provide specialized, reliable, and cost-effective solutions, making us a trusted partner for cities, utilities, and municipalities facing complex water-related challenges.

Founded in 1933, Carollo Engineers, Inc., has established itself as a leading environmental engineering firm in the U.S., dedicated exclusively to water-related services. With a focus on planning, design, and construction management, Carollo has successfully completed tens of thousands of projects for public sector clients throughout our 92-year history. We operate 50+ offices across North America, employing over 1,700 professionals, including engineers, scientists, and specialists in various disciplines.

Carollo's commitment to the water industry has allowed us to attract top talent and deliver innovative solutions tailored to the specific needs of our clients. Our expertise spans water, wastewater, and recycled water engineering, with a reputation for creative thinking, innovative designs, and excellent client service.

WHY CAROLLO

1

Superior client commitment. We've successfully cultivated local relationships by placing client needs at the forefront of our solutions. Effective and consistent communication is at the heart of our strategy. We develop rapport with key stakeholders to provide exceptional service and value to effectively address client issues. Through this approach, we not only resolve current challenges but also position ourselves as trusted partners for future endeavors.

2

A team with relevant experience. Our key team members have relevant experience and will bring that knowledge and lessons learned to your project, streamlining the delivery.

3

Client-focused business. 60% of our agency clients are continual repeat clients because of our professional service reputation—something we take very seriously.

4

Best-in-class team of experts. Our staff remains committed to being the best and exceeding our clients' expectations. And our staff turnover rate is one of the lowest for engineering consulting firms.

5

We know water treatment. In fact, it's our sole focus and we've been doing water treatment planning, design, and construction services for 92 years.

6

People-focused culture. Carollo is one of the few firms in the industry with zero layoffs as a result of the pandemic crisis. Instead, our senior management took pay cuts, which demonstrated to staff their commitment to our healthy work environment.

Project Approach

What We've Heard From You

The Polonio Pass Water Treatment Plant's (WTP) eight dual-media filters have been the workhorses of the facility since commissioning in 1996. After decades of reliable operation, plant staff began observing backwash system pressure relief events and reduced performance, even after lowering the backwash rate from the designed 25 gpm/sf to 18 gpm/sf. Recognizing the need to restore performance and reliability, our team partnered with your plant operations staff to investigate the root cause through a detailed hydraulic review and on-site filter assessments.

Our evaluations of representative filters revealed that while plant operations and maintenance practices were excellent, several underlying conditions were limiting backwash performance. The filter media, particularly the older media in the south filters, showed signs of age-related degradation, including reduced abrasion resistance and smaller effective size, while the underdrain nozzles exhibited a coating and sand accumulation in the slots that significantly restricted flow. Flow testing confirmed that nozzle fouling—not plant operations—was the primary contributor to excessive headloss and pressure relief events.



We've already rolled up our sleeves evaluating your filters—and we'll stay in the trenches with you through design to deliver a reliable, long-lasting solution that meets your expectations.

Building on these findings, our rehabilitation approach focuses on restoring hydraulic performance and strengthening long-term reliability. By replacing fouled nozzles and deteriorating media in your oldest four filters, addressing localized concrete deterioration, and re-leveling filter troughs, we will improve backwash uniformity, reduce maintenance, and extend the service life of the filter boxes. These improvements will allow the plant to confidently return to design backwash rates, improve operational resilience, and provide continued delivery of high-quality water for years to come.

How We Will Meet Your Goals and Objectives

The experience and qualifications highlighted in this proposal demonstrate why our team is uniquely qualified to lead this filter rehabilitation project. Through our initial evaluation and knowledge of your plant, we have identified some critical challenges that must be addressed to provide an optimal project outcome.



FILTER MEDIA



UNDERDRAIN NOZZLES



STRUCTURAL REPAIRS

Filter Media

The filter media is the heart of the filtration process. It must be of the right size and characteristics to function correctly and achieve optimal filter performance.



Filter media.

When dual media is specified, both media types are typically submitted for approval at the same time. Each manufacturer then produces their material within the specified size ranges. However, a common issue arises when one manufacturer's media falls on the high end of the range while the other's falls on the low end. When this happens, the two media no longer meet the intended matching requirements. Although the media may already be manufactured and ready to ship, installing mismatched media can lead to **excessive intermixing**, which in turn reduces filter run time and overall efficiency.

To avoid reduced filter efficiency caused by excessive intermixing, it is critical that the filter media be properly **specified, manufactured, and installed**. Carollo will provide properly matched media through:

1. **Careful calculation** of media size and uniformity coefficients correlated to the design backwash rate.
2. **Specification of a well-vetted manufacturing protocol** to maintain consistency and quality.
3. **Detailed review and coordination** during the submittal phase.
4. **Strict delivery and installation requirements** to maintain media integrity and performance.

Carollo maintains an extensive, well-developed media specification and the expertise needed to validate proper media selection for each project.

To prevent mismatched media, Carollo specifies that the dual media must be **manufactured sequentially** and **supplied by a single lead manufacturer**. The more challenging media to produce is manufactured first, and the second media is then tailored to best match the media that was already manufactured.

This approach matches both media types effectively and provides manufacturers with clear production guidance. Carollo has implemented this method successfully across multiple projects in collaboration with leading media manufacturers.

Carollo's procurement procedures will make sure that CCWA ends up with a matched filter media.

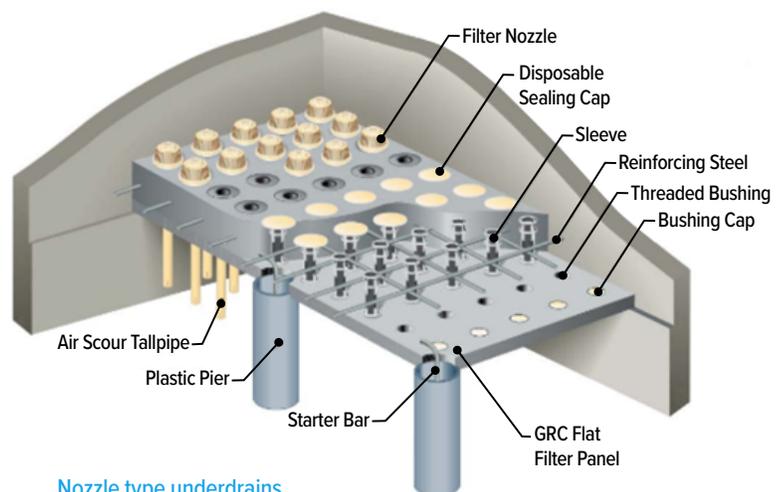
At the Polonio Pass WTP, the filters currently use 48 inches of granular activated carbon (GAC) over 16 inches of sand – a robust and effective configuration expected to perform well into the future. As noted in our filter evaluation report, it may be worthwhile to evaluate anthracite as an alternative to GAC.

- **GAC** provides enhanced biological activity and improved total organic carbon (TOC) reduction due to its high surface area, but it is more fragile and typically requires more frequent replacement.
- **Anthracite** offers a more durable and cost-effective option, though it is less effective for biofiltration, TOC reduction, disinfection byproduct (DBP) control, and managing taste and odor events.

Our team has extensive experience with both media and will work with you on the best solution for your plant.

Filter Underdrain Nozzles

Filter underdrain nozzles are critical to maintaining uniform flow distribution during both filtration and backwashing. Proper nozzle selection and installation promote even cleaning, prevent media loss, and protect overall filter performance and longevity.



Nozzle type underdrains.

The most important factors in nozzle performance are that they are:

- **Durable**, to withstand long-term operating conditions and repeated backwash cycles.
- **Designed with V-shaped slots** that minimize media entrainment.
- **Tailored to the specific filter floor configuration** for proper fit and hydraulic performance.

If nozzles are improperly specified, manufactured, or installed, the filter can experience uneven flow distribution, media loss, and premature wear. Variations in filter floor elevations or nozzle heights can also result in unequal backwash rates, leading to incomplete cleaning, higher headloss, and shortened filter run times. These issues not only reduce treatment efficiency but can also cause long-term structural and operational challenges.

Carollo mitigates these risks through a comprehensive verification and coordination process that extends beyond the specification phase. Our approach includes:

1. **Detailed evaluation of nozzle material and configuration** to provide long-term durability and compatibility with filter conditions.
2. **Verification of slot geometry**, confirming that the V-shaped openings are optimized to minimize sand entrainment and maintain media integrity.
3. **Coordination with the nozzle manufacturer and contractor** to confirm that all nozzles are tailored precisely to the filter floor design and elevation profile.
4. **Early review of survey data and shop drawings** to identify any dimensional variations before fabrication and delivery.

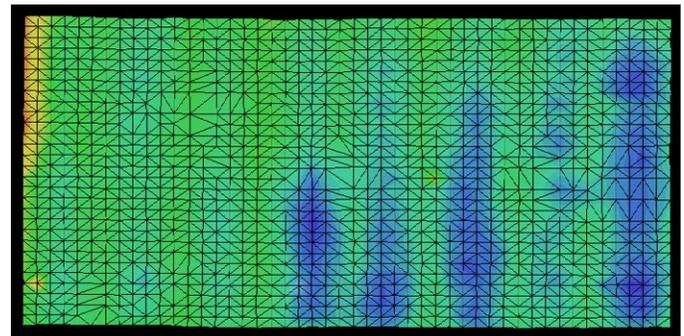
This diligence results in each nozzle being correctly fitted, properly aligned, and capable of providing uniform flow and effective backwashing.

Carollo's team of filter experts will make certain that the correct nozzles are selected to prevent future failures and mitigate schedule delays.

Carollo's filtration experts bring proven experience in identifying and resolving nozzle-related challenges during design and construction. During a recent project at the **Santa Teresa WTP**, our team discovered significant variations in filter floor elevations prior to nozzle submittal approval. Working closely with the contractor and the nozzle manufacturer, Carollo reviewed detailed survey data that revealed elevation differences exceeding allowable tolerances.

By catching this issue early, the team coordinated design adjustments with the manufacturer to achieve proper fit and uniform flow distribution across the filter. This proactive review prevented costly change orders, avoided schedule delays, and maintained full filter performance.

This project exemplifies Carollo's commitment to technical diligence, quality assurance, and proactive coordination so the correct nozzles are selected, verified, and installed to deliver long-term filter reliability.



Elevation heat map of the Santa Teresa WTP filter floor, highlighting variations in filter floor elevation.

Carollo is committed to delivering the Preliminary Design Report, as well as the bid document submittals, as specified in the scope of services in the RFP.



Careful coordination with the contractor was needed to achieve proper surface preparation and coating selection at the K.R. Harrington WTP Filter Rehabilitation Project.

Structural Modifications

Addressing structural deficiencies now is critical to protecting the long-term performance of your filters, reducing maintenance needs, and safeguarding water quality. The most important elements for successful concrete rehabilitation are **selecting the right contractor and specifying the proper repair materials and coatings** to achieve durability and prevent future maintenance issues. Improper materials or surface preparation can result in premature failure, including peeling, bubbling, or flaking coatings, which can allow debris to enter the filters and compromise performance.

Carollo mitigates these risks through a structured approach:

- **Careful material selection**, including single-component repair mortars designed for long-term adhesion and strength in structural concrete repairs.
- **Proper substrate preparation and detailing**, such as keyed and feathered edges, to prevent delamination and achieve a watertight finish.
- **Contractor coordination**, including specification requirements for submission of as-built trough elevation data. Carollo reviews these elevations to determine if additional leveling is necessary, ideally using trough leveling nuts when troughs were initially grouted correctly.

Carollo's team draws on decades of experience to execute concrete repairs to the highest standard. At the **K.R. Harrington WTP Filter Rehabilitation Project**, we observed that inadequate surface preparation and improper coating selection led to significant deterioration—elastomeric and cementitious coatings were bubbling, peeling, and flaking into the filters. Working closely with the contractor, our team removed these failed coatings, properly prepared the substrate, and applied a cementitious overlay rather than another coating, providing long-term performance and preventing future failures.

By combining careful contractor selection, appropriate material specification, and rigorous review of construction practices, Carollo delivers filter basin concrete repairs that are durable, watertight, and capable of supporting reliable, long-term filter performance.

Early identification of surface and detailing issues prevents costly rework. Carollo's team delivers repairs that are properly bonded, watertight, and built to stand the test of time.

Project Team

Carollo's project team combines unmatched technical depth with hands-on experience in rehabilitating water treatment plant filtration systems.

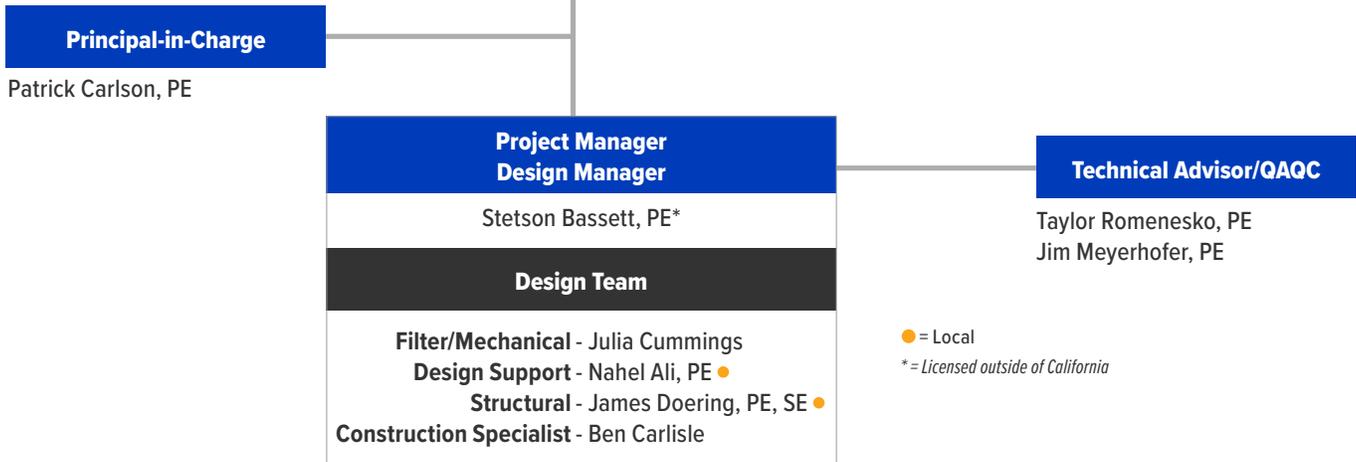
Carollo's team of filter experts will work collaboratively to deliver a successful and seamless filter rehabilitation project. **Patrick Carlson** will provide overall project oversight and technical leadership on filter design. **Stetson Bassett** will serve as project and design manager, maintaining strong communication and continuity between CCWA and the design team while supporting **Julia Cummings** and **Nahel Ali** on detailed filter design tasks, working closely with **Jim Meyerhofer** and **Taylor Romenesko** so all design elements meet performance and constructability goals. Nahel will also provide local, on-site support—conducting plant visits and meetings to keep the broader team informed and responsive. **James Doering** and **Ben Carlisle** will contribute their expertise in structural design and construction to support durable repairs and a streamlined construction process. Together, our team will deliver a coordinated, high-quality project that meets your goals and expectations. Our qualifications and availability are highlighted in the following pages.



Carollo's Fresno and Los Angeles offices provide a team that is close at hand to deliver responsive, on-site support throughout your project.



PROJECT MANAGEMENT TEAM



Project Management Team



Patrick Carlson, PE

PRINCIPAL-IN-CHARGE

Patrick brings more than 20 years of experience focusing on water treatment. He has completed filtration projects in 17 states and provided technical oversight totaling over 2 billion gallons per day of granular media filter capacity. His expertise includes granular media filter troubleshooting, condition assessments, greenfield filter designs, and third-party filter design and failure reviews. He is intimately familiar with the strengths and weaknesses of the various underdrains in the market as well as the support and knowledge of various underdrain manufacturers.

Boise, ID

Availability: 20%

RESPONSIBILITY:

Patrick will oversee resource allocation and manage the overall quality of the project. In addition to serving as Principal-in-Charge, he will provide technical guidance and perform quality assurance and quality control reviews throughout the project.



Stetson Bassett, PE

PROJECT MANAGER/DESIGN MANAGER

Stetson has 10 years of focused experience in water treatment plant design, hydraulic modeling, and process optimization. As Carollo's lead for biological filtration innovation, he has managed advanced treatment projects, pilot studies, and regulatory water quality evaluations. He has a proven record of successfully managing complex projects and is recognized for his collaborative, solutions-oriented approach to problem-solving.

Salt Lake City, UT

Availability: 60%

RESPONSIBILITY:

Stetson is responsible for the overall coordination and project delivery, serving as the primary point of contact for CCWA. He will manage the scope, schedule, and budget and oversee the preparation of design documents.



Taylor Romenesko, PE

TECHNICAL ADVISOR

Taylor is a senior media filtration lead for Carollo. He has worked on both new filter design and filter rehabilitation projects across the country with experience in the installation of various types of underdrains, including nozzles, plastic blocks, and stainless steel. Throughout his career, he has been a proponent of implementing both passive and active backwash pressure protection to mitigate risks of failure of filter underdrains.

Boise, ID

Availability: 20%

RESPONSIBILITY:

Taylor is responsible for providing technical leadership and day-to-day design support. He will work with the team and vendors to appropriately design and specify each component of the filter upgrade.



Jim Meyerhofer, PE

QA/QC

Jim has 30 years of experience in water treatment plant design and construction. His entire career has been based in California where he has not only managed and executed design projects, but also managed projects involving plant troubleshooting, operations, and construction. He has developed creative filtration assessments, designs and modernizations on plants throughout California.

San Diego, CA

Availability: On Call

RESPONSIBILITY:

Jim will provide overall Quality Assurance and Quality Control and will be available as needed for project support.

Design Team



Julia Cummings

FILTER/MECHANICAL LEAD

Julia is a process engineer with three years of experience in water treatment analysis and design. She has worked on a variety of projects throughout the western US including filtration design in Texas. She primarily works on conventional filtration, chemical systems, and disinfection approach design projects focusing on operator usability and safety.

Seattle, WA

Availability: 60%

RESPONSIBILITY:

Julia is responsible for the technical design and specification of the process mechanical components of the filters.



Nahel Ali, PE

DESIGN SUPPORT

Nahel has six years of experience in municipal infrastructure projects and advanced treatment processes. His background includes hands-on experience in research, engineering design, and fieldwork, as well as leadership roles in community water projects.

Fresno, CA

Availability: 30%

RESPONSIBILITY:

Nahel is responsible for supporting the development of design documents, performing technical analyses, and coordinating with other disciplines. He will also provide local support to CCWA.



James Doering, PE, SE

STRUCTURAL LEAD

James serves as Carollo's Chief Structural Engineer and has more than 30 years of structural design experience, including structural analysis and design, seismic evaluation and retrofit, rehabilitation, review, and assessment for water and wastewater treatment facilities, pump stations, and reservoirs.

Orange County, CA

Availability: 20%

RESPONSIBILITY:

James is responsible for evaluating and designing any necessary structural improvements to the filter basins. He will assess the condition of the existing concrete and develop repair details and specify materials and methods to extend the service life of the filters.



Ben Carlisle

CONSTRUCTION SPECIALIST

Ben is Carollo's national construction lead for drinking water and has constructed or provided construction management services on over 1 billion gallons per day of filter capacity during his 40-year career. Ben's detailed knowledge of all filter underdrain types and experience with challenging retrofits provides a unique perspective when detailing construction sequencing and constructability while minimizing impact on the existing facilities.

Kansas City, MO

Availability: 10%

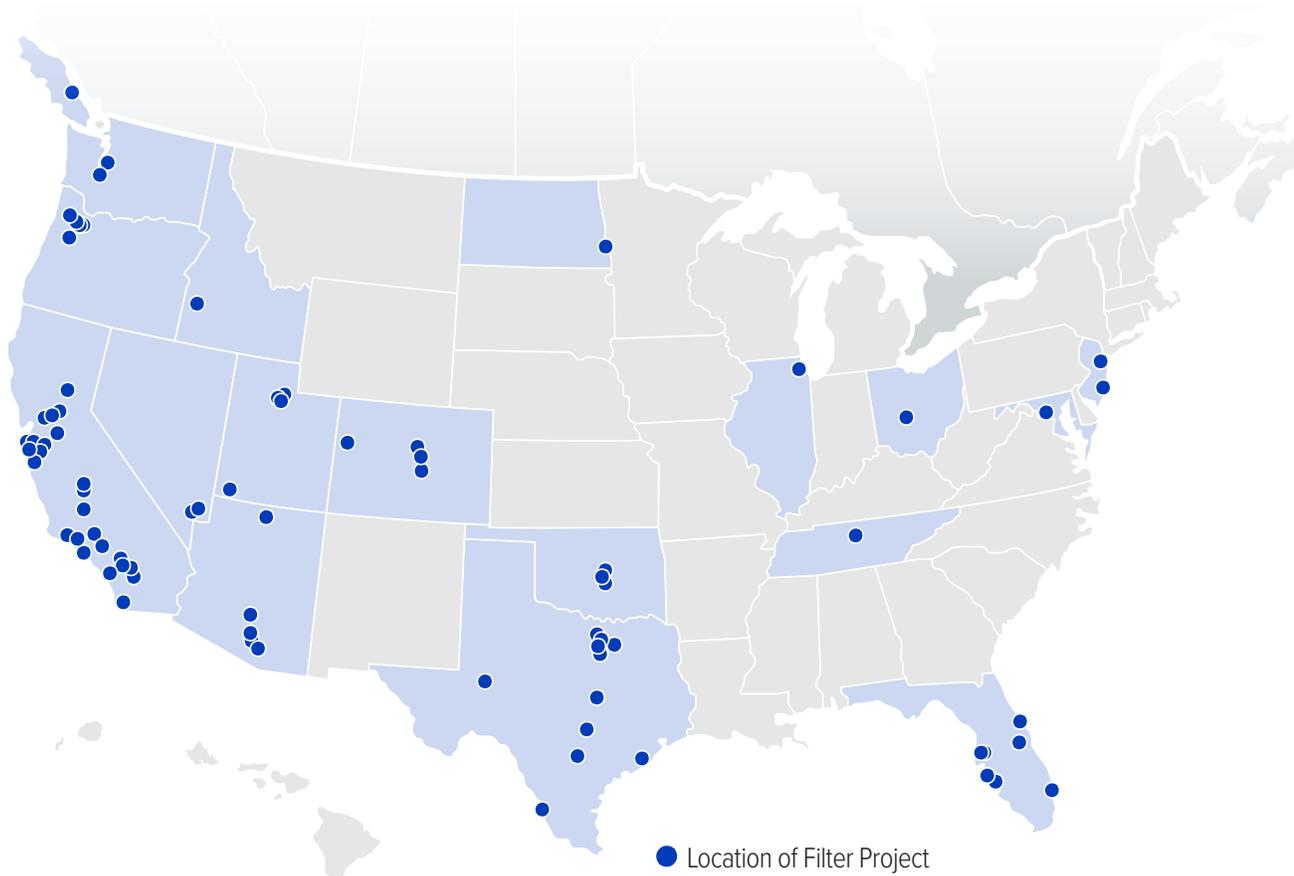
RESPONSIBILITY:

Ben is responsible for providing practical insight into constructability, sequencing, and field implementation throughout the design and delivery of the project. He will review plans and specifications for operational impacts to minimize change orders and other delays during construction.

Project Experience

Unmatched Expertise in Filter System Design and Rehabilitation

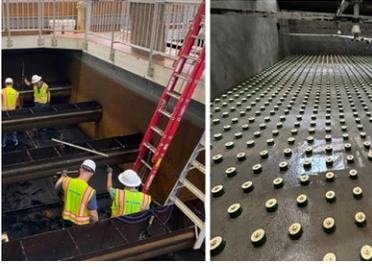
Carollo has studied, designed, and constructed countless filter systems of various sizes, types, and manufacturers. Our filtration experts are recognized industry leaders in the design and optimization of treatment plant filter systems, helping clients understand and implement the key components of successful filtration performance. The following pages highlight representative projects completed by Carollo's filtration design team.



Our team has successfully rehabilitated more than 80 filter basins across the U.S.—including media replacement, underdrain upgrades, and concrete restoration—delivering renewed performance and reliability while minimizing plant downtime.

K.R. Harrington WTP Filter Rehabilitation

Metro Water Services; Nashville, TN



Nashville Metro Water Services (MWS) operates the K.R. Harrington Water Treatment Plant (KRH) to supply drinking water to the city of Nashville. KRH is a conventional water treatment plant with 18 granular media filters and a capacity of 90 mgd. While the existing media filters consistently produce low effluent turbidities, KRH has experienced increasing challenges including short filter run times.

When the decision was made to construct new filters, MWS required an interim solution to address performance issues associated with the existing filters. Filter upgrades were implemented with speed and precision, minimizing impacts to plant operations.

The 18 filters at the KRH were experiencing sand intrusion into the filter underdrain. Carollo performed a condition assessment of the filters with borescope cameras and designed filter retrofits including new underdrains, media, and improved auxiliary wash. Filters were rebuilt and retrofitted with nozzle underdrains and new media resulting in 50% longer filter runs. Additionally, Carollo performed full-scale demonstration testing to obtain regulatory approval to increase the filtration rate from 4 gpm/sf to 5 gpm/sf. Carollo also designed 158 mgd of new filters at MWS's Omohundro WTP.

PROJECT OWNER

Heather Crabtree, Engineer
1600 2nd Avenue
North Nashville, TN 37208
615-642-9364

CONTRACT AMOUNT

\$17M

DATE OF COMPLETION

2024 (Construction)

TEAM INVOLVEMENT

Patrick Carlson, Ben Carlisle



MEDIA



UNDERDRAINS



STRUCTURAL REPAIRS

Jordan Valley WTP Filter and Chemical Feed Upgrades

Jordan Valley Water Conservancy District; Herriman, UT



With Carollo's assistance, the Jordan Valley Water Conservancy District (JVWCD) is undertaking a significant upgrade to the Jordan Valley Water Treatment Plant (JVWTP) to support growing peak day demands and enable treatment of the new Utah Lake Replacement supply. This project expands the plant's capacity from 180 million gallons per day (mgd) to 268 mgd gross, focusing

on enhancing the filtration and chemical feed systems. Key tasks include evaluating and upgrading the existing filters and pipe gallery, chemical systems, and electrical and instrumentation infrastructure.

The filters are being reconfigured with new launders, media, underdrains, piping, and valves, with new individual filter flow control valves and flow meters in a redesigned gallery layout. A brand new filter-to-waste system is also being provided, capable of matching the filter effluent flow rate. A combination of reusing existing wall penetrations and providing new wall penetrations is being implemented, all while keeping half of the filters in service.

PROJECT OWNER

Shane Swensen
8215 South 1300
West Jordan, UT 84088
801-565-4326

CONTRACT AMOUNT

\$12.7M

DATE OF COMPLETION

2025 (Design)
2029 (Construction, est.)

TEAM INVOLVEMENT

Patrick Carlson, Stetson Bassett, Julia Cummings, Taylor Romenesko



MEDIA



UNDERDRAINS



STRUCTURAL REPAIRS

North City Pure Water Facility

City of San Diego; San Diego, CA



Generating one-third of the City of San Diego's potable water supply by 2035 using recycled water, Carollo has designed the first advanced water treatment plant (AWTP) in the program, the \$350 million North City Pure Water Facility. When complete, it will be California's first surface water augmentation project.

As the first AWTP for surface water augmentation for potable reuse, additional treatment barriers were added to the "conventional" UF, RO, UV AOP system. The new AWTP will produce 34 mgd of safe, high-quality drinking water using a proven five-step water purification process of ozonation, BAC filters, MF, RO, and UV disinfection with sodium hypochlorite advanced oxidation. The facility purifies tertiary effluent from the North City Water Reclamation Plant (NCWRP) to meet the July 2017 Title 22 CA Code of Regulations for surface water augmentation indirect potable reuse to discharge to Miramar Reservoir.

San Diego's BAC design filters include nozzle underdrains for improved backwash performance and the layout features a common pipe gallery with filters arranged on either side to minimize piping length and headloss, saving operational and capital costs.

PROJECT OWNER

Anthony Van, Associate Civil Engineer
9192 Topaz Way, Stop 901
San Diego, CA 92123-1119
858-292-6492

CONTRACT AMOUNT

\$23.5M

DATE OF COMPLETION

2025 (Construction)

TEAM INVOLVEMENT

Patrick Carlson, Taylor Romenesko



MEDIA



UNDERDRAINS



**STRUCTURAL
REPAIRS**

Daytona Beach Brennan WTP Filter Upgrades

City of Daytona; Daytona Beach, FL



The City of Daytona Beach owns and operates the Ralph F. Brennan Water Treatment Plant permitted to treat up to 24 million gallons per day (mgd) of groundwater for potable drinking water. The water treatment plant was constructed in two phases in 1972 and 1985 and consists of ozone, lime softening, recarbonation, free chlorine disinfection followed by chloramine

formation, filtration, storage, and distribution.

The existing granular media filters are limited in capacity to approximately 15 mgd to stay within turbidity limits of 1 NTU. To overcome this limitation, the City engaged a design-build team of PC Construction Company and Carollo to increase capacity to the rated capacity of 24 mgd and bring the filters back to the future.

Construction of the filters was done one filter at a time to allow the City to continue producing water throughout the duration of the project. Implementation of the filter modernization project is expected to realize improvements in unit filter run volume (total volume of water passed through a filter between backwashes) and backwash effectiveness. The larger sized, and up to 45% deeper, media is expected to allow higher hydraulic loading rates for the filters and increase plant capacity to the permitted capacity.

PROJECT OWNER

Eric A. Smith, Deputy Utilities Director
125 Basin Street, Ste. 124
Daytona Beach, FL 32114
386-671-8829

CONTRACT AMOUNT

\$6.9M

DATE OF COMPLETION

2023 (Construction)

TEAM INVOLVEMENT

Patrick Carlson, Taylor Romenesko



MEDIA



UNDERDRAINS



**STRUCTURAL
REPAIRS**

Santa Teresa WTP Nozzle Underdrain Replacement

Santa Clara Valley Water District, Santa Clara, CA



Carollo provided on-call water quality technical services to the Santa Clara Valley Water District (Valley Water) for the Santa Teresa Water Treatment Plant (STWTP). Carollo reviewed the underdrain nozzle submittal for the filter media replacement project. This included assessing the suitability of the manufacturer as an "or-equal" underdrain supplier and reviewing the underdrain nozzle characteristics related to air scour rates, backwash rates, headloss, and compatibility with filter media.

Following the submittal reviews, Valley Water conducted a survey of their filter, revealing issues with floor levelness that exceeded the allowable tolerance of the nozzles proposed by the nozzle manufacturer. Carollo provided recommendations to notify the manufacturer of the deviation so that an alternative underdrain nozzle design, that could handle the level issues, could be utilized.

PROJECT OWNER

Luisa Sangines, Water Quality Manager
5750 Almaden Expressway
San Jose, CA 95118
408-630-3124

CONTRACT AMOUNT

\$50,000

DATE OF COMPLETION

2023

TEAM INVOLVEMENT

Patrick Carlson



MEDIA



UNDERDRAINS



STRUCTURAL
REPAIRS

The following two projects fall outside the five-year window specified in the RFP; however, we are including them due to their strong relevance and proximity to your facility.

Cater Water Treatment Plant

City of Santa Barbara; Santa Barbara, CA



In service for more than 25 years, nine of the plant's multimedia filters (garnet, sand, anthracite) were constructed with lateral piping underdrains, surface wash, and a pumped backwash system. Underdrain failures resulted in removing filters from service and installing temporary solutions. The City of Santa Barbara hired Carollo to prepare a preliminary design report containing an analysis of alternatives

to rehabilitate the filters and resolve chronic problems with the filters and their supporting facilities. Options for various media designs and underdrain systems were evaluated. Limitations of the originally designed filter backwash system were identified and solutions developed.

City staff selected their preferred option from the alternatives developed for this 37-mgd plant. These included:

- A nozzle underdrain support system with access to the lower plenum from above.
- Rebuilding filter boxes to replace existing concrete launders with FRP launders and replacing the surface wash system with air scour.
- A more robust and deep bed media consisting of sand and granular activated carbon.

PROJECT OWNER

Andrew Rhodes, Plant Superintendent
1150 San Roque Road
Santa Barbara, CA 93105
805-897-2621

CONTRACT AMOUNT

\$1M

DATE OF COMPLETION

2004

TEAM INVOLVEMENT

Jim Meyerhofer



MEDIA



UNDERDRAINS



STRUCTURAL
REPAIRS

Henry C. Garnett WTP Expansion

Kern County Water Agency; Bakersfield, CA



This project involved a major expansion of a conventional WTP from three trains producing 45 mgd to eight trains producing 105 mgd, and rehabilitation of existing facilities. Expansion was necessary to meet the increasing water demand in the Bakersfield, CA, area. Filter pipe gallery modifications included replacement of the backwash header to eliminate hydraulic bottlenecks

to allow higher rate backwash, replacement of the filter effluent piping, flow control valve and flow meter to implement managed filtration practices, and addition of a common filter-to-waste system through the backwash supply pipe that saved \$4 million and uncrowded the pipe gallery.

The work was conducted within an existing plant that had not been modified since its original construction in the 1970s, so attention to detail was paramount for maintaining existing plant operations while working on six existing filters and adding six new filters. Water supply needs were met during the entire construction period. Installation and washing of new filter media in 12 filters required close coordination among the contractor, plant operator, construction manager, and Carollo to balance construction schedule and treated water production.

PROJECT OWNER

Gabriel Ornelas, Operations Supervisor
3200 Rio Mirada Drive
Bakersfield, CA 93308
661-563-1664

CONTRACT AMOUNT

\$4.8M

DATE OF COMPLETION

2011

TEAM INVOLVEMENT

Patrick Carlson, Ben Carlisle,
Jim Meyerhofer



MEDIA



UNDERDRAINS



**STRUCTURAL
REPAIRS**

Schedule

Carollo's team is committed to meeting the 150-day schedule through a focused, well-coordinated approach that prioritizes timely deliverables and proactive communication. We have built in ample review periods and monthly progress meetings so you have sufficient time to fully understand the design, provide input, and make final decisions on what will be constructed.

LEGEND	
■	Task
■	Summary
●	Notice to Proceed
●	Monthly Meetings
●	Workshops

Schedule TASK NAME	2025		2026			
	DEC	JAN	FEB	MAR	APR	
Notice to Proceed (assumed)	● 12/1					
Monthly Meetings	●	●	●	●	●	
Preliminary Design Report (PDR)	■					
PDR Submittal	■					
PDR CCWA Review		■				
PDR Workshop			● 1/31			
70% Design			■			
70% Design/Submittal			■			
70% Design CCWA Review				■		
70% Workshop				● 3/15		
100% Design				■		
100% Design/Submittal				■		
100% Design CCWA Review					■	
100% Workshop					● 4/15	
Final Bid Set					■	
Construction Cost Estimate	■					
Project Management	■					

Carollo's cost estimating methodology is specifically designed to replicate the pricing methods used by general contractors that will bid and construct your project. Our dedicated team of full-time cost estimating professionals have implemented the use of industry-standard software and other quantity pricing tools that add quality and consistency to the pricing process.

Construction Sequencing

We understand that minimizing plant shutdowns during construction is a key priority. On other similar projects, such as the **Daytona Beach Brennan WTP Filter Upgrades**, we have allowed contractors to take one filter offline at a time to maintain plant operations. This is accomplished by isolating all inlet and outlet valves and staging areas to prevent debris and dust from entering adjacent filters. We will work with plant operations to determine the final number of filters that can be offline during specific times of the year to optimize the construction schedule and reduce contractor overhead.



EDUCATION

MS Civil and Environmental Engineering, University of Utah, 2017

BS Civil Engineering, University of Utah, 2002

LICENSES

Civil Engineer, California, Utah

PROFESSIONAL AFFILIATIONS

American Water Works Association

Patrick A. Carlson, PE

Patrick Carlson is a process engineer with Carollo. His more than 20 years of experience focuses on water treatment and includes granular media filtration, membrane filtration, Tertiary filtration, UV disinfection, biological treatment of drinking water, and dewatering. His experience includes technical oversight and detailed design of over 2 billion gallons per day (bgd) of granular media filtration and includes designing numerous high-rate green field filtration facilities as well as rehabilitating and modernizing 100-year-old facilities. He has co-authored several research reports for the Water Research Foundation including one on granular media filtration surveillance techniques.

RELEVANT EXPERIENCE

> **Principal-in-charge for the Polonio Pass WTP Filter Condition Assessment, Central Coast Water Authority, California.**

Carollo conducted a comprehensive filter condition assessment at the Polonio Pass WTP, initiated due to concerns about backwash system pressure relief events. The evaluation aimed to identify causes of pressure relief events and recommend solutions to improve filter performance, and prevent plant capacity reduction. The project included on-site filter inspections, hydraulic modeling, laboratory testing of filter media and nozzles, and a final report with key findings and recommendations.

> **Technical advisor for the Metro Water Services, Nashville, Tennessee, K.R. Harrington and Omohundro Water Treatment Plant Rehabilitation project.**

The project includes construction of over 20 new high-rate deep bed filters and converting over 30 existing filters to granular activated carbon contactors. Combined, the filtration rate of these facilities is 180 mgd.

> **Project manager for the Jordan Valley Water Treatment Facility Filter and Chemical Feed Upgrades for the Jordan Valley Conservancy District, Utah.** The district expanded the facility from 180 mgd to 255 mgd to support peak-day demands and treatment of a new water supply. The project modified and re-rated existing filters and

provided new and expanded chemical feed systems. The work included preliminary design, final design, and construction services.

> **Filtration technical advisor for the Jordan Valley WTP filter rerating pilot study, Salt Lake City, Utah.** The pilot study demonstrated improved filtration performance using deep bed granular media filters at filtration rates up to 10 gpm/sf.

> **Lead filter design engineer for the City of San Diego, California, North City Pure Water Facility Project.** The project included 43 mgd of biologically active carbon filters downstream of ozone pretreatment. When completed, it will be the largest potable reuse project in California.

> **Filtration lead for the City of Daytona Beach, Florida, Brennan Water Treatment Plant Filter Rehabilitation project.** The project consists of rebuilding 6 existing filters with deeper media to support robust filtration at the 24 mgd lime softening plant.

> **Project manager for the Cater Water Treatment Plant project for the City of Santa Barbara, California.** Carollo prepared a preliminary design report containing an analysis of alternatives to rehabilitate the filters and resolve chronic problems with the filters and their supporting facilities. Options for various media designs and underdrain systems were evaluated. Limitations of

AWARDS

Recipient of the Wayne Brown Graduate Fellowship, University of Utah Department of Civil and Environmental Engineering (2002-2003)

Patrick A. Carlson, PE

the originally designed filter backwash system were identified and solutions developed. City staff selected Carollo's preferred option from the alternatives developed for this 37-mgd plant.

> **Project manager for the Santa Teresa Water Treatment Plant Nozzle Underdrain Replacement project, Santa Clara Valley Water District (Valley Water, California).**

Carollo provided on-call water quality technical services to the Valley Water for the Santa Teresa Water Treatment Plant (STWTP). Carollo reviewed the underdrain nozzle submittal for the filter media replacement project. This included assessing the suitability of the manufacturer as an "or-equal" underdrain supplier and reviewing the underdrain nozzle characteristics related to air scour rates, backwash rates, headloss, and compatibility with filter media.

> **Filtration technical lead for the Filter Project for the North Texas Municipal Water District, Wylie, Texas, 840-mgd Wylie Water Treatment Plant.**

Project includes condition assessment of the filter underdrains using a borescope camera, filter media testing and performance monitoring, and master planning of over 122 filters.

> **Technical design lead for the Underdrain and Backwash System Upgrades Project at DC Water, Washington, DC, 700-mgd Blue Plains AWTP.**

The project consists of rehabilitating 40 deep bed filters with new underdrains, backwash control system, deep bed media, and other control improvements to rehabilitate the filters and prevent future undrain failures.

> **Design engineer for the City of Houston, Texas, Northeast Water Purification Plant (NEWPP) Underdrain**

Repair Project. The project included replacing failed block underdrains in multiple filters at the 80 mgd NEWPP. The existing underdrains had experienced dramatic uplift failures due to the configuration of the filter, construction practices, and original design weaknesses. The repair included modifications to the underdrain block spacing to accommodate much higher uplift pressures than is typically specified or designed.

> **Filter technical advisor for the South Utah Valley Regional Water Treatment Plant Design for Central Utah Water Conservancy District, Utah.**

Carollo was selected by the District to provide piloting, design, and construction services for the new 50-mgd South Utah Valley Regional Water Treatment Plant. The facility will primarily treat water from Strawberry Reservoir, with the capability to treat Diamond Fork Creek on a limited seasonal basis - both representing new water sources. The plant is being designed as a conventional treatment facility incorporating ozone for taste and odor and DBP control. Key process components include raw water impoundment, rapid mix, flocculation, sedimentation, ozonation, media filtration, chlorination, and finished water storage.

> **Filtration technical advisor for the 150-mgd City of Oklahoma City, Oklahoma, Draper WTP Filter Rehabilitation Project.**

The project consisted of emergency underdrain repairs to four filters followed by a condition assessment of the remaining 14 filters. Data analysis of the filters was performed to determine which filters perform the best and which filters should be further investigated for underdrain failures.



EDUCATION

MS Environmental Engineering, Utah State University, Logan, Utah, 2017

BS Environmental Engineering, Utah State University, Logan, Utah, 2015

LICENSES

Professional Engineer, Utah

PROFESSIONAL AFFILIATIONS

American Water Works Association

Stetson S. Bassett, PE

Stetson Bassett is a senior engineer with 10 years of experience specializing in water treatment process design, pilot testing, and facility upgrades. As Carollo's biological filtration innovation lead, he has managed projects involving biological filtration, ozone-biofiltration, ultraviolet (UV) disinfection, and direct potable reuse (DPR). He managed Utah's first DPR demonstration facility, PureSoJo, which received national recognition from the American Council of Engineering Companies. His experience includes capital replacement planning, hydraulic modeling, and condition assessments, as well as design of chemical feed, filtration, and solids handling systems. Stetson has also contributed to national research on biofiltration through the Water Research Foundation.

RELEVANT EXPERIENCE

> **Project manager for the Polonio Pass WTP Filter Condition Assessment, Central Coast Water Authority, California.** Carollo conducted a comprehensive filter condition assessment at the Polonio Pass WTP, initiated due to concerns about backwash system pressure relief events. The evaluation aimed to identify causes of pressure relief events and recommend solutions to improve filter performance, and prevent plant capacity reduction. The project included on-site filter inspections, hydraulic modeling, laboratory testing of filter media and nozzles, and a final report with key findings and recommendations.

> **Technical advisor/project engineer for the Little Falls WTP, Passaic Valley Water Commission, New Jersey.** Carollo conducted a filter evaluation study at the Little Falls WTP to investigate air entrainment sources and improve filter/backwash performance. The Little Falls WTP is a 110 MGD plant that treats water from the Passaic River and delivers it to approximately 800,000 customers in Passaic, Bergen, Essex and Morris counties. PVWC had been experiencing excessive media loss in several filters, leading to reduced filter efficiency and lower unit filter run volume (UFRV). The evaluation included desktop evaluations, site visits, and recommendations for system improvements, culminating in a

technical memorandum summarizing the filter system evaluation.

> **Project engineer/design manager for the Jordan Valley Water Treatment Facility Filter and Chemical Feed Upgrades for the Jordan Valley Conservancy District, Utah.** The district expanded the facility from 180 mgd to 255 mgd to support peak-day demands and treatment of a new water supply. The project modified and re-rated existing filters and provided new and expanded chemical feed systems. The work included preliminary design, final design, and construction services.

> **Project engineer for the Jordan Valley Water Treatment Plant Filter Pilot Study for the Jordan Valley Water Conservancy District, Utah.** The pilot study gathered data to support rerating approval from the Utah Division of Drinking Water for a filtration rate of at least 8.8 gallons per minute per square foot. This increase allowed the plant to expand from 180 mgd to 255 mgd without constructing additional filters. Stetson conducted the data analysis, supported district staff, and prepared the final report.

> **Design manager/filter lead for the South Utah Valley Regional Water Treatment Plant Design for Central Utah Water Conservancy District, Utah.** Carollo was selected by the District to provide piloting, design, and construction services for the new 50-

Stetson S. Bassett, PE

mgd South Utah Valley Regional Water Treatment Plant. The facility will primarily treat water from Strawberry Reservoir, with the capability to treat Diamond Fork Creek on a limited seasonal basis - both representing new water sources. The plant is being designed as a conventional treatment facility incorporating ozone for taste and odor and DBP control. Key process components include raw water impoundment, rapid mix, flocculation, sedimentation, ozonation, media filtration, chlorination, and finished water storage.

> **Staff engineer for the Gunlock Water Treatment Facility and Sand Hollow Groundwater Treatment Plant Design Projects for the City of St. George and Washington County Water Conservancy District, Utah.** The projects involved two treatment facilities, one at six mgd and the other at three mgd with a future three mgd expansion, to remove arsenic and manganese from wells. New buildings housed pressure filters, chemical feed systems, and control rooms, with backwash tanks to recycle decant water and sludge drying beds. Stetson assisted with process design including filters and piping and coordinated with the project team.

> **Project engineer for the Bench-scale Ozone-Biofiltration Feasibility Study for Goleta Water District, California.** Following wildfires and rainfall, total organic carbon (TOC) increased in the water supply, resulting in elevated disinfection by-products (DBPs). The district requested a bench-scale evaluation of ozone-biofiltration to reduce DBP formation potential. Stetson set up the experiment, analyzed laboratory samples, and conducted data analysis.

> **Project engineer for the Duchesne Valley Water Treatment Plant Process Improvement Project for Central Utah Water Conservancy District, Utah.** The project converted a direct filtration plant to a conventional one with high-rate plate settlers and new chemical feed systems. Stetson developed the hydraulic model, prepared site layout and cost estimates, helped design flocculation/sedimentation basins and chemical systems, coordinated the project team, and provided construction services.

> **Project manager for the Central Utah Water Conservancy District Water Treatment Plant Capital Replacement Projects Update, Utah.** The district asked Carollo to conduct a condition assessment at each of their three water treatment plants and recommend capital replacement projects to address aging infrastructure. Stetson collected and reviewed data, led the condition assessments, and developed a list of recommended projects.

> **Project manager for the South Jordan City Direct Potable Reuse Demonstration Facility (PureSoJo) Project, Utah.** The facility was a 10 gallons per minute (gpm), non-reverse osmosis, carbon-based advanced treatment (CBAT) demonstration project that introduced direct potable reuse (DPR) to Utah. The project provided technical data for regulators, public outreach, and education, and demonstrated DPR as a viable water supply alternative. Stetson conducted data analysis, supported city staff during piloting, and coordinated with regulators. The project received the American Council of Engineering Companies (ACEC) Grand Award from the Utah Chapter and the Honor Award in the national 2024 Engineering Excellence Awards competition.



EDUCATION

MS Civil Engineering,
University of Idaho,
Moscow, 2017

BS Civil Engineering,
University of Idaho,
Moscow, 2015

LICENSES

Civil Engineer, Idaho,
California

Professional Engineer,
Oregon

PROFESSIONAL AFFILIATIONS

Water Environment
Federation Member

Pacific Northwest Clean
Water Association
Member

American Water Works
Association Member

Taylor M. Romenesko, PE

Taylor Romenesko has nine years of experience in the design of filtration systems for water and wastewater treatment facilities, high-rate pellet softening design, and operating pilot and bench-scale facilities. Taylor has performed filter condition assessments, helped optimize backwash systems, and assisted in the startup and commissioning of granular media filters.

RELEVANT EXPERIENCE

> **Assistant filtration design lead for the Brennan Water Treatment Plant Filter Upgrade Progressive Design-Build in Daytona Beach, Florida.**

Carollo was the lead designer for the design, permitting, and construction of the replacement of the aging Leopold filter underdrain system and associated components with a new system capable of meeting the plant's permitted capacity of 24 mgd with one filter cell out of service. The new system includes all components necessary to provide a fully functional filtration system, including a new underdrain system and associated piping, media, troughs, valves, air piping, blowers, electrical and instrumentation. The project was delivered using a progressive design-build, two phase contract. Phase 1 included the design and pre-GMP work, and Phase 2 incorporated the GMP.

> **Assistant filter design engineer for the City of San Diego, California, North City Pure Water Facility Project.**

The project is a phased multi-year program using proven water purification technology in a 34 mgd water purification facility. Treatment processes included ozone/biological activated carbon (BAC), microfiltration/ultrafiltration, reverse osmosis, ultraviolet advanced oxidation processes, post-stabilization process, chlorination, and de-chlorination. The filtration task involved pre-ozonated water being filtered through 10 feet of granular activated carbon for the removal of total organic carbon, solids, and contaminants of emerging concern.

> **Project manager for the Modesto Irrigation District, California, Water Treatment Plant Filter Rehabilitation Project Assistance.**

The project involves replacing the existing media and diagnosing and correcting air scour maldistribution through the underdrains in the existing 6 monomedia filters.

> **Biofiltration and GAC contactor design lead for Hampton Roads Sanitation Districts' carbon-based indirect potable reuse project.**

The project includes adding 38 mgd of tertiary and advanced water treatment processes to treat secondary effluent to indirect potable reuse standards for groundwater recharge and to minimize ground subsidence. The dual media biofilters and GAC contactors have nozzle underdrains and a constant head box to protect the underdrain from over pressurization.

> **Membrane filtration design lead for the City of Boise, Idaho – West Boise Water Renewal Facility Tertiary Treatment Project.**

The project goal was to remove phosphorus to 0.075 mg/L for up to 30 mgd of secondary effluent.

> **Assistant filter inspection and design lead for the Manatee County, Florida, Emergency Underdrain Replacement project.**

Project involved inspecting and repairing one filter underdrain after failure and monitoring five other filters for signs of underdrain fouling and imminent failure.

> **Underdrain replacement hydraulic and pneumatic technical advisor for West Basin Municipal Water District, California, Water Reclamation**

Taylor M. Romenesko, PE

Treatment Facilities. Project included evaluating backwash water and air scour systems and rehabilitating three existing filters and installing three new underdrains.

> **Filter area QC engineer for the Blue Plains Filter Rehabilitation for the District of Columbia Water and Sewer Authority in Washinton, D.C.** Carollo is providing a technology evaluation, design, and commissioning assistance for improvements to the existing granular media tertiary filters at the facility. The project includes selection of media and an underdrain system, rehabilitation of existing filter wash troughs and concrete structures, replacement of filter back wash pumps and air scour blowers, and electrical and instrumentation improvements.

> **Filter backwash overpressure protection designer for the Draper Water Treatment Plant Filter Rehabilitation for the City of Oklahoma City, Oklahoma.** Project involves the evaluation of 18 filters at the Draper WTP and providing recommendations and construction cost opinions for scheduled replacement of filter underdrains and backwash system.

> **Filter area design reviewer for the Altamonte Springs Tertiary Filter Cell Rehabilitation for the City of Altamonte Springs in Orlando, Florida.** Altamonte Springs Regional Water Reclamation Facility (ASRWRF) operations staff observed a reduction in tertiary filter run times, prompting Carollo under a previous work authorization, to conduct detailed inspection of the filter cells, and overall operations. The results of this inspection identified the need for filter media replacement and potential underdrain replacement/retrofitting. Under this scope of services, Carollo will provide engineering services for the

design and services during construction for the rehabilitation of the filter cells and underdrains to extend the life of the deep bed tertiary filters at the ASRWRF.

> **Filter area engineer of record for design of the new Bull Run Filtration Project for the Portland Water Bureau, Oregon.** In association with another firm, the project team is designing a new greenfield 145 mgd filtration facility. The project includes design of all on-site treatment facilities, while collaborating with pipeline designers, the CM/GC contractor, and PWB's Program Manager to integrate the proposed Filtration Facility with Bureau's existing infrastructure. The new infrastructure will include conventional treatment process facilities (pre-ozonation, flocculation/sedimentation, filtration, chlorine disinfection and residuals handling); operations, maintenance, administration and visitor buildings; and associated civil work. Carollo led the treatment process design, instrumentation and controls and resident engineering during construction start-up/commissioning and process operations optimization.

> **Tertiary filter designer for the Desert Dunes Water Reclamation Facility Phase 2 Basis of Design Report for the City of Yuma, Arizona.** This project included producing a Basis of Design Report for the Phase II expansion of the Desert Dunes WRP. The continuous backwash tertiary filters were replaced with cloth media disk filters.



EDUCATION

MS Civil Engineering,
University of California,
Davis, 1989

BS Civil Engineering,
Loyola Marymount
University, California,
1987

LICENSES

Civil Engineer, California

Professional Engineer,
Tennessee, Montana,
Washington

Water Treatment Plant
Operator, Grade T4,
California

PROFESSIONAL AFFILIATIONS

American Water Works
Association

James A. Meyerhofer, PE

James Meyerhofer, a senior vice president with Carollo Engineers, has 30 years of experience focused on water treatment, including pilot plant design and operation, water quality studies, treatment plant evaluation and design, and construction management. He has managed planning, design, and construction of water treatment plants since 1999, exceeding \$2.5 billion in construction value.

RELEVANT EXPERIENCE

> **Project manager for the City of San Diego, California, \$350 million North City Pure Water Facility Project.** This facility will treat 34 mgd of tertiary, filtered effluent from the North City Water Reclamation Plant, in compliance with Title 22 regulations for surface water augmentation indirect potable reuse (IPR), to discharge into the Miramar Reservoir. The new advanced water treatment plant will produce 35 mgd of safe, high-quality drinking water using a proven five-step water purification process of ozonation, BAC filters, membrane filtration, RO, and UV disinfection with sodium hypochlorite advanced oxidation. When complete, the AWTP will be California's first surface water augmentation project.

> **Project manager for predesign and design of the 37-mgd Cater Water Treatment Plant for the City of Santa Barbara, California.** The project included bench-scale testing to develop operational strategies for meeting enhanced coagulation requirements. Predesign and design elements included complete filter rehabilitation, flocculation upgrades, upgrade of the existing bulk hypochlorite system, evaluation of conversion to chloramines, and construction of new solids handling, chemical feed, and backwash systems.

> **Project manager for the Kern County Water Agency, California, Henry C. Garnett Water Purification Plant Expansion Preliminary and Final Designs.** Upgrades and expansion increased the plant's capacity from 36

mgd to 105 mgd, Treatment train is conventional treatment, including a new Cross Valley Canal intake; a raw water pump station; five new flocculation and sedimentation basins; six new dual-media filters; and a new 3.5-million-gallon clearwell. The project also included design work for other facilities including chemical complex, a new electrical building, high service pump station, and a new electrical substation owned by the agency.

> **Project manager for the Metro Water Services, Nashville, Design of Process Advancements at the 120-mgd Omohundro Water Treatment Plant (WTP) and the 100-mgd Harrington WTP.** Project elements at the Omohundro WTP includes pre-treatment; new 120-mgd raw water pump stations; new 120-mgd GAC post filter adsorbers; new 3.5-million gallon finished water clearwell; and finished water pump station. Improvements at the KR Harrington WTP include new 100-mgd GAC post-filter adsorbers.

> **Project manager for the City of Fresno, California, new 80-mgd \$250M Southeast Water Treatment Facility.** Carollo provided preliminary and final design services for the treatment plant and 13 mile 72-inch diameter raw water pressurized conveyance pipeline. Process train consists of flash mix, three stage mechanical flocculation, high-rate sedimentation utilizing inclined plate settlers intermediate ozonation, dual media granular activated carbon filters; treated water reservoirs; treated water pump station; concrete lined lagoons for

James A. Meyerhofer, PE

residuals handling; chemical facilities; operations building; and maintenance building.

> **Project manager for the City of Newark, New Jersey, Pequannock Water Treatment Plant Ozone System Improvements.** Directed a comprehensive plant evaluation of the 80-mgd Pequannock Water Treatment Plant. The objective of the study was to identify treatment and hydraulic bottlenecks and to develop solutions to resolve water quality issues (taste and odor; DBP compliance), as well as to restore firm capacity back to 80 mgd. Bench-scale testing was used to identify, test, and validate a treatment alternative that resolved both process and hydraulic deficiencies (pre-ozonation; dissolved air flotation or Actiflo®) and rebuilding the existing 12 filters using a dual media sand-GAC design.

> **Plant treatment process lead for the Central Arkansas Water, Arkansas, 36-mgd Ozark Point Water Treatment Plant Rehabilitation and Improvements.** Phase 1 improvements at the plant included rehabilitation of the existing filters. Original media was replaced with a modern dual media design, with GAC promoting biological filtration. Filter upgrades were staged to allow plant operation. During Phase 2, the two existing poorly performing conventional pretreatment basins were redesigned to include new flash mix for coagulation, three stage mechanical flocculation, and gravity sedimentation.

> **Technical advisor and pilot testing lead for the City of Houston, Texas, 320-mgd North East Water Purification Plant (NEWPP).** Carollo serves as Owner's advisor. To expand the existing WTP from 80- to 400-mgd, Jim served as task lead for an 18-month pilot study to characterize the treatment

performance of different process configurations and operating scenarios under a range of raw water quality conditions. The study included ozone, chlorine dioxide, biological filtration, Actiflo®, UV, and plate sedimentation. The pilot study results are being used to refine existing treatment processes performance, characterize the performance of new treatment processes and impacts to existing processes, confirm performance of higher filter loading rates for regulatory approval, and benchmark performance over a range of raw water conditions.

> **Plant treatment process lead for the City of Edmond, Oklahoma, Arcadia Water Treatment Plant Water Quality Evaluation, Preliminary Design, and Final Design.** The Arcadia Water Treatment Plant is a 10-mgd softening plant with pre- and intermediate ozone and post-filter GAC contactors. A treatment alternative evaluation was conducted to expand the plant from 10 to 65-mgd. Preliminary design evaluated raw water quality, treated water objectives, and plant processes to improve plant operations. Processes included pre-ozone, lime softening, intermediate ozone, filtration, post-filter granular active carbon contactors, UV disinfection, chemical feed, treated water storage and pumping, transmission line improvements, backwash system, filter washwater equalization and treatment, and solids handling facilities.



EDUCATION

MS Civil and Environmental Engineering, University of Washington, 2022

BS Molecular Toxicology, University of California, Berkeley, 2016

LICENSES

Engineer-in-Training, Washington, 2022

Julia Cummings, EIT

Julia Cummings is a process engineer with three years of experience in water treatment analysis and design. She has worked on a variety of projects throughout the western US including filtration design in Texas, adjusting treatment for wildfire impacted watersheds in New Mexico, and disinfection system conversions in Washington. She primarily works on conventional filtration, chemical system, and disinfection approach design projects focusing on operator usability and safety. Julia leans on over a decade working in various aspects of hospitality to relate to and coordinate between clients and her project team to deliver a detail-oriented and thoughtful design.

RELEVANT EXPERIENCE

> **Process engineer for the Polonio Pass WTP Filter Condition Assessment, Central Coast Water Authority, California.** Carollo conducted a comprehensive filter condition assessment at the Polonio Pass WTP, initiated due to concerns about backwash system pressure relief events. The evaluation aimed to identify causes of pressure relief events and recommend solutions to improve filter performance, and prevent plant capacity reduction. The project included on-site filter inspections, hydraulic modeling, laboratory testing of filter media and nozzles, and a final report with key findings and recommendations.

> **Process engineer for the Jordan Valley WTP Filter and Chemical Feed Upgrades, Jordan Valley Water Conservancy District, Utah.** Julia supported the chemical feed system team in sizing equipment and electrical systems for seasonal fluctuations.

> **Process engineer for the East Surface Water Treatment Plant (WTP) Expansion, Baytown Area Water Authority, Texas.** Julia is leading the design of a filtration facility and 3-million-gallon ground storage tank that will double the plant capacity. This Design-Build project required careful coordination between the contractor, client, and Carollo teams. As part of the project, she evaluated different approaches to filtration system design

including media, underdrain configuration, and backwash approaches.

> **Process engineer for the Signal Hill WTP Optimization, Mountain Regional Water Special Services District, Utah.** Julia supports the ongoing optimization of the WTP. Her involvement in the project began with an extensive evaluation of existing processes and alternatives analysis including cost estimation. She is leading the design of the new chemical building which will house all plant chemicals for membrane cleaning, pre-treatment, and disinfection.

> **Process engineer for the Judy Reservoir WTP Disinfection Study and Design, Public Utility District (PUD) No. 1 of Skagit County, Washington.** Julia supported the project team through development of near- and long-term disinfection alternatives and development of the selected alternatives into conceptual design. She continues to support the PUD through the design phase and construction of their disinfection system conversion from chlorine gas to bulk liquid hypochlorite.

> **Process engineer for the Replacement WTP, City of Grants Pass, Oregon.** Julia supported the quality assurance and quality control implementation for this 22.5-mgd WTP design.

Julia Cummings, EIT

PREVIOUS EXPERIENCE

> While with HDR Engineering, Inc. as a water and wastewater engineer-in-training, Julia worked on the following projects:

- **Project manager for the Stormwater Mineral Bins Structural Support Project in Issaquah, Washington.** Julia managed the design team incorporating structural modifications to an existing ecology block foundation in preparation for a tented cover to be installed. She led the design of the ecology block structures at two sites in cooperation with the structural team and the client, maintained the project schedule and budget, and coordinated with the client's selected vendor to provide a seamless project delivery.
- **Deputy project manager for the 88th and Pine PFAS Treatment Project in Lakewood, Washington.** Julia supported design of PFAS treatment at an existing wellsite and replacement of an existing below-grade booster pump station. She served as the primary coordinator of all design disciplines and primary contact for subconsultants. Julia completed process design, including alternatives analysis, process development, equipment selection, and drawing development.
- **Project engineer for the Storrie Lake Pretreatment System Project in Las Vegas, New Mexico.** Julia performed evaluation and design services for a new pretreatment facility for water stored in the Storrie Lake Reservoir. She assisted the utility through the development of an emergency temporary treatment system when the watershed was impacted by wildfires, which the

permanent pretreatment design was based on.

- **Deputy project manager for the Water System Improvements Project in Issaquah, Washington.** Julia supported improvements of the City's wells and reservoir sites, including project management, PRV evaluation, geotechnical investigation, preliminary and final design, and engineering services during construction. She was the primary contact with the City and contractor. Julia provided timely responses to RFIs and submittals and coordinated the project team to verify the City has what was needed for construction and permitting.
- **Project engineer for the Furnace and Cow Creek Reverse Osmosis Systems Project in Death Valley National Park, California.** Julia assisted a client with above-ground designs to retrofit the water system at Furnace and Cow Creek. She served as the process engineer for chemical treatment and updates to the existing reverse osmosis (RO) system. Julia collaborated with other staff across the United States to verify that the process components complement the other design features. Design covered two RO systems and their respective chemical treatment components as well as a pool filtration and treatment system.



EDUCATION

MS Civil/Environmental Engineering, California, Polytechnic State University, San Luis Obispo

BS Civil Engineering, California, Polytechnic State University, San Luis Obispo

LICENSES

Civil Engineer, California

Nahel Mohsen Ali, PE

Nahel Mohsen Ali joined Carollo in 2020. He is proficient in using various engineering software including Civil3D, HEC-RAS, FlowMaster, WaterCAD, StormCAD, CulvertMaster, EPA SWMM, ArcMap, and SketchUp. He has been involved in and supported several design projects in California.

RELEVANT EXPERIENCE

> **Engineering support during the ESDC for the Zone 7 Water Agency Chain of Lakes PFAS Treatment Facility.**

Carollo designed this \$26 million, 7,100-gpm centralized facility using single-use media for the removal of PFAS compounds and cartridge filters to protect IX resin. In conjunction with the design, we provided regulatory compliance support, developed a preliminary funding strategy, and developed a plan for media disposal.

> **Staff professional for the City of Sunnyvale, California, \$53 million Cleanwater Program Existing Plant Rehabilitation project.** The project includes the rehabilitation of the mechanical secondary treatment process which encompasses the fixed growth reactors, air floatation thickeners, and the pond system. The project also includes the rehabilitation of dual media filters, chlorine contact basins and related instrumentation and control system. Nahel was responsible for drafting the technical report for the project State Revolving Fund application.

> **Engineering support during the ESDC for the Zone 7 Water Agency, California, Stoneridge PFAS Treatment Facility DB.** Carollo had begun working with the District to pre-purchase ion-exchange treatment vessels and establish a design-build contract in early 2022 to proactively prepare for the upcoming regulations. Carollo also ran bench-scale testing (RSSCT tests) to establish design criteria and verify ion-exchange media selection early. The facility includes a new 5,000 gpm ion-

exchange treatment system for PFAS removal, a new booster pump station, chemical system modifications, and new electrical building. The design used an innovative hydraulic approach so that 125 psi pressure vessels could be used in place of 150 psi vessels without energy loss, reducing overall project schedule by nine months.

> **Staff professional during the ESDC portion of the Water Quality Control Plant Wet Weather/ Digester Improvement project for the City of South San Francisco, California.** The project includes expansion of secondary treatment wet weather capacity from 30 mgd to 40 mgd, replacement of one digester, rehabilitation of one digester, and new digester gas conditioning facility. Nahel was responsible for updating the Electronic Operations and Maintenance Manual to reflect 20 years of plant improvements.

> **Staff professional City of Morro Bay, California, Water Reclamation Facility (WRF) Program Management.** The \$126 million capital program included construction of a new indirect potable reuse (IPR) facility that uses a membrane bioreactor (MBR), reverse osmosis (RO), and an ultra-violet disinfection and advanced oxidation process (UVAOP), conveyance pump station and pipelines, and injection wells. Nahel was responsible for analyzing data for the potable reuse enhanced source control plan and the Report of Waste Discharge.

> **Staff professional for the City of Turlock, California, Biogas Boiler and Waste Flare project.** The project restores the use of biogas for boiler operation, improves the reliability of the

AWARDS

Bryant L. Bench
Scholarship Recipient,
Carollo Engineers, 2019

Nahel Mohsen Ali, PE

hot water system, and adds a new biogas waste flare to increase capacity and add redundancy. Nahel was responsible for a preliminary pump sizing analysis.

> **Research assistant for U.S DOE-Funded Wastewater Treatment and Biofuel Research, San Luis Obispo, California.** Nahel compiled technical report for supervisors, with detailed analyses and recommendations. He also processed and presented large data streams to evaluate experimental findings, oversaw and trained undergraduate researchers to help maintain a safe working environment, and performed meticulous lab work which was vital to the success of the project. During this project, he adhered to all quality control guidelines to make sure reproducible data was collected.

> **Civil engineering intern for Santa Clara Valley Water District (Valley Water) in San Jose, California.** As an intern, Nahel:

- Supported the pipeline Project delivery Unit with progressing the South County recycled Water Pipeline (SCRWP).
- Performed calculations to verify suitability of selected high-density polyethylene (HDPE) pipes under expected loads.
- Designed vaults to house pipeline appurtenances, as well as pipeline alignments using Civil3D.
- Updated cost estimates to include future phases of the SCRWP.
- Developed potholing plans to check alignment proximity to existing utilities and to verify connection elevations.
- Contributed to a dewatering plan to allow for connection to an existing network.

- Created a map of the Central Pipeline rehabilitation Project, highlighting the locations of pumping stations, appurtenances, and existing bodies of water using ArcMap.

> **Water project team lead for Engineers Without Borders, San Luis Obispo, California.** Nahel led a dedicated team of 10-15 students to successfully implement a shallow-water well. He prepared time and cost estimates for project implementation, analyzed GIS maps to determine potential sites for a hydrological survey, and coordinated with NGO to make sure community needs were met.

> **Project manager for the Architecture Construction Engineering Mentor Program in Fresno, California.** Nahel managed the preparation of the design for a final proposal and presentation, addressing the client's needs according to the project RFP and addenda.



EDUCATION

MS Civil Engineering,
University of California,
Berkeley, 1994

BS Civil Engineering,
University of California,
Irvine, 1993

LICENSES

Structural Engineer,
California, Oregon

Civil Engineer, California

Professional Engineer,
Utah, Colorado,
Tennessee, South Dakota

Civil/Structural Engineer,
Washington

PROFESSIONAL AFFILIATIONS

American Concrete
Institute

American Institute of
Steel Construction

James A. Doering, PE, SE

James Doering, a registered structural and civil engineer, is Carollo's structural lead engineer in Southern California. He manages structural design and evaluations for large and small projects. He has more than 30 years of experience in structural analysis, design, seismic retrofit, rehabilitation, review, and assessment for a variety of structures, such as wastewater and water treatment facilities, pump stations, reservoirs, tanks, clarifiers, large pipe supports, retaining walls, operations and maintenance facilities, office buildings, parking structures, post tensioned concrete structures, retail shopping centers, and warehouses.

RELEVANT EXPERIENCE

> **Structural engineer for the Jordan Valley Water Conservancy District, Utah, Jordan Valley Water Treatment Plant Filter and Chemical Feed Upgrades.** To support growing peak day demands and enable treatment of a new water supply, the District is expanding the JWTP from its current 180 mgd capacity to a future capacity of 255 mgd. The project will modify and re-rate the existing filters to achieve plant expansion and provide new and expanded operator-friendly chemical feed systems. The project includes preliminary design, final design, and construction services.

> **Structural engineer for the 2015 Seismic and Structural Upgrade Project, City of Martinez, California.** Tasks included performance of an ASCE 41-13, Tier 1 and Tier 2 seismic evaluations for the two filter control buildings, and an ACI 350 evaluation of the finished water reservoir and backwash tank. Mitigation alternatives were developed for each structure. A seismic retrofit package was prepared for construction that included addition of shear walls to one of the control buildings and backfill reduction at the tanks.

> **Structural engineer for the R.E. Badger Water Treatment Plant Master Plan Mechanical Reliability and Seismic Assessment in 2011 for the Santa Fe Irrigation District, California.** The

seismic assessment covered major plant structures and equipment mounts to determine whether existing facilities could meet current seismic performance requirements. The assessment included an 80-foot tall by 46-foot diameter, an AWWA D100 welded steel tank, and the supporting foundation. The tank was evaluated against AWWA D100-05 requirements. The assessment also included other structures and equipment such as sedimentation basins, steel pressure vessels, filters, a solids handling building, a hydroelectric station, an operations building, a clearwell, and a traveling sludge collector mechanism.

> **Structural engineer for the City of Fresno, California, Southeast Surface Water Treatment Facility Design.** This design includes conventional pretreatment with inclined plate settlers, intermediate ozone, conventional dual-media filtration, treated water storage and pumping, and other ancillary facilities including a carbon dioxide injection system.

> **Structural engineer for the Central Utah Water Conservancy District, Utah, Don A. Christiansen Regional Water Treatment Plant 15 MG Reservoir Seismic Evaluation, Condition Assessment, and Improvement.** The project involved the seismic evaluation of the existing 318-ft diameter, hopper-bottom, circular, prestressed concrete tank. Improvements included concrete

James A. Doering, PE, SE

"Without a doubt James Doering added a tremendous value to the Carollo team and was absolutely a contributing factor to the overall success of these critical projects at the EWPCF."

- James Kearns, Capital Projects Manager, Encina Wastewater Authority, referring to the EWPCF Influent Junction Structure Rehab and Ocean Outfall-Landfall Inspection projects

repairs, resealing joints, replacing pipe supports, and installing new baffle curtains with containment curbs.

> **Structural engineer for the design of three seismic valve vaults for Los Angeles Department of Water Power's Los Angeles Reservoir UV Disinfection Plant Project in Los Angeles, California.**

The valve vaults allow for locations where the 120-inch diameter steel pipe can be accessed for isolation.

> **Structural engineer for the Del Rio Tank Project for the City of Modesto, California.** The project involved the design of a pump station and a 0.3-MG welded steel tank. Performance specifications and drawings were prepared for an AWWA D100 tank.

> **Structural engineer for the AWT Recycled Water Demonstration Facility for the Metropolitan Water District of Southern California, located at the Sanitation Districts of Los Angeles County, Joint WPC Plant in Carson.** The \$14 million project includes aeration tanks, chemical containment slabs, process equipment support, and a 50 ft x 160 ft open canopy founded on drilled concrete caissons.

> **Structural engineer for the seismic/structural evaluation of the Willamette River Water Treatment Plant in Wilsonville, Oregon, for the Tualatin Valley Water District.** The scope of work included the identification of vulnerabilities and development of mitigation strategies for a 150-mgd capacity raw water inlet caisson located off the Willamette River, raw water pump station, high service water pump station, and the operations building. A seismic evaluation using ASCE 41-13 for the buildings and ACI 350 for the caisson and reservoir were performed to assess the likelihood of the facilities to remain serviceable in a

major earthquake. The geotechnical engineer established ground acceleration and liquefaction/lateral spread loads for analyzing structures. Structural and geotechnical mitigation alternatives were developed to address the potential for large scale lateral spread toward the river.

> **Structural reviewer for the Seismic Evaluation of the Big Cottonwood Water Treatment Plant for the Salt Lake City Department of Public Utilities, Utah.** Tasks include performance of ASCE 41-13, Tier 1 and Tier 2 seismic evaluations for the existing sedimentation basin, flocculation basin, and process building. Findings will be used for to develop seismic mitigation alternatives with the goal of maintaining reliable service for at least 20 years.

> **Structural engineer for the strengthening of an existing concrete wall at a clearwell for the City of Everett, Washington.** The project included preparation of a finite element analysis and strengthening details for a concrete wall that was going to be loaded due to the removal of a thrust block at an effluent pipe. Strengthening measures included the addition of concrete counterforts and foundation extensions.

> **Structural engineer for the Inlet Conduit and Rapid Mix Systems project for the Metropolitan Water District of Southern California.** The project included design of a 12-foot by 12-foot concrete conduit transition for water conveyance from a 144-inch diameter steel pipe to a 13-foot by 15-foot concrete conduit.



EDUCATION

General Studies

Training - United
Brotherhood of
Carpenters, 1979-1983

Benjamin E. Carlisle

Ben Carlisle has 46 years of experience in the commercial and industrial construction industry. His last 26 years has focused on providing construction management services on municipal water treatment projects.

RELEVANT EXPERIENCE

> **Construction manager for the City of Austin, Texas, Water Treatment Plant No. 4.** The \$380-million construction project is initially a 75-mgd facility but includes components sized for up to 300 mgd of capacity. The facility was constructed on a greenfield site and took over 4 years to construct. New tunnels, pump stations, lake intake, and a new treatment plant were constructed on a greenfield site in Northeast Austin. The plant includes new lime softening basins, granular media filters, clearwells, solids thickening, dewatering centrifuges, a sodium hypochlorite generation system, and several chemical storage and feed systems. The overall project was divided into several packages to gain an early start on critical path activities.

> **Construction manager for the City of Edmond, Oklahoma, Arcadia Lake Water Treatment Plant Expansion.** The Arcadia Water Treatment Plant is a 10-mgd softening plant. Existing plant facilities were originally constructed in 1987 and are to be upgraded, with new facilities added to expand the plant to a capacity of 30 mgd (with site planning for a future capacity of 65 mgd). The project includes: new raw water conveyance piping and a low-lift pump station, flow split structure, two new solids contact clarifier, intermediate ozone, filters, UV disinfection, a high service pump station, waste washwater handling, solids handling, chemical feed (including a new lime feed system), and conversion from chlorine gas to sodium hypochlorite. Plant upgrades will also include new plant SCADA, security and administration facilities. Construction

will include a water transmission main from the plant to the I-35 complex, which will consist of 24,700 linear feet of a 36-inch water transition main.

> **Provided construction oversight as the design engineer's representative during for the Palmdale Water District, California, Leslie O. Carter Water Treatment Plant project.** This was a \$50-million upgrade and expansion. Ben facilitated resolutions between the owner, contractor, third party construction manager, and the design engineer (Carollo) during construction. Examples of issues included pipe settlement, construction techniques in a wet environment, and acceptability of laboratory equipment. He also prepared the project punch list.

> **Construction advisor for the City of Everett, Washington, Clearwell No. 2 Project.** The project involves the siting, predesign, design, and construction services for a new 6.7 million gallon buried, rectangular, cast-in-place concrete clearwell, and backwash pump station at Everett's Lake Chaplain Water Filtration Plant. The finished water clearwell includes a splitter structure that connects the existing filters with both the existing and new clearwells. Project challenges include the routing of large (i.e. 36 to 84-inch diameter) transmission piping, siting and design of the new flow distribution structure, and on-site investigations to determine the best method to improve the soil conditions at the proposed site. Project duties included constructability reviews of the contract documents prior to bidding, bid period assistance, and on-site construction services to aid the

Benjamin E. Carlisle

City's inspectors in regard to rebar layout and placement.

> **Performed constructability review for the design/build procurement of the \$43-million 20-mgd Mountain House, California, Water Treatment Plant Expansion.** The expansion includes improvements to raw water and booster pump stations, new flocculation & sedimentation basins, new GAC filters, UV disinfection, low lift pump station, aboveground concrete sludge drying beds, chemical building, operations/generator building, and plant electrical service. The project entails completing final design and construction with a change order that expands plant capacity from 15 to 20 mgd while still delivering the project within the original 21-month contract time.

> **Construction specialist for the Jordan Valley Water Treatment Facility Filter and Chemical Feed Upgrades for the Jordan Valley Conservancy District, Utah.** The district expanded the facility from 180 mgd to 255 mgd to support peak-day demands and treatment of a new water supply. The project modified and re-rated existing filters and provided new and expanded chemical feed systems. The work included preliminary design, final design, and construction services.

> **Construction manager and inspector for the Chino II Desalter Expansion Project.** The \$12-million Chino II Desalter Expansion Project, funded in part by the American Recovery and Reinvestment Act (ARRA), increased the capacity of the Chino II Desalter from 10-mgd to 20.5- mgd through a combination of reverse osmosis and ion exchange system capacity increases. As the onsite owner's representative, Ben Carlisle managed project schedule, conducted weekly

project and safety meetings, reviewed and approved contractor change orders, monitored and inspected equipment fabrication and installation, coordinated startup activities, and served as the liaison between the owner's operations, staff, the design engineer, and the contractor. The 16-month construction project was completed successfully with less than one percent change orders, no contractor claims, and no loss production from the existing facility.

> **Directed the constructability task for an \$80-M upgrade and expansion project to 90 mgd of the Kern County Water Agency, California, Henry C. Garnett Water Purification Plant.** Involvement began during preliminary design and ended in the construction phase with the acceptance of the contractors approved construction schedule. Comments covered all aspects of the project ranging from excavation and shoring to concrete finishes of exposed structures to construction sequencing.

> **Construction specialist for the construction manager during the construction phase of the City of Henderson, Nevada, Southwest Water Reclamation Facility (SWRF).** The SWRF is the key element to the City of Henderson reclaimed water storage and delivery system. Carollo is currently acting as the construction manager on this \$93 million, three-year construction contract with CH2MHill, the City, and Sletten Construction of Nevada. Ben's responsibilities included: comparing shop drawings to work installed in the field for compliance, facilitates coordination between Sletten Construction, CH2M Hill, and the City on issues such as architectural finish details on the edges, penetrations, and light mounts, concrete tank and pad coatings, establishing QA hold points for installation and performed inspection.

carollo.com



PROFESSIONAL CONSULTING SERVICES
MASTER AGREEMENT
(Multiple Projects)

This Professional Consulting Services Master Agreement (“Agreement”) is made this 22 day of January, 2026 (“Effective Date”), by and between the Central Coast Water Authority (“CCWA”), and Carollo Engineers, Inc. (“Consultant”), at Buellton, California, with reference to the following facts and intentions:

A. CCWA owns and operates the Polonio Pass Water Treatment Plant (“WTP”) located in northern San Luis Obispo County that treats water from the State Water Project. CCWA also operates a water pipeline (“Pipeline”) for delivery of treated water from the WTP to locations in San Luis Obispo and Santa Barbara Counties. The southern terminus of the Pipeline is located at the Santa Ynez Valley Pumping Plant, where the treated water is de-chlorinated and pumped through another pipeline into Lake Cachuma. The above CCWA facilities are collectively referred to as the “Facilities”;

B. CCWA, at various times, requires the services of highly qualified consultants with the requisite knowledge, skill, ability and expertise to provide consulting services related to CCWA’s planning, design, construction, operation, and maintenance of the Facilities;

C. Consultant represents to CCWA that it is fully qualified and available to perform consulting services for and as requested by CCWA; and,

D. CCWA and Consultant agree to enter into this Agreement for performance of consulting services on the terms and conditions stated in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. SERVICES BY CONSULTANT.

1.1. Retention. CCWA retains Consultant to perform, and Consultant accepts CCWA's retention and agrees to perform, the consulting services as specified by CCWA within the designated time frames (“Services”). Consultant shall diligently perform the obligations and responsibilities required by this Agreement.

1.2. Services. The Services shall be assigned by CCWA to Consultant by task orders (“Task Orders”) for the various projects as planned and developed by CCWA. The form for each Task Order is attached as Exhibit A, which is incorporated by this reference. Each Task Order shall specify the Services to be performed, the time schedules for completion of the Task Order and for completion of all tasks (“Tasks”) within the Task Order, and the cost (including all fees, costs and expenses, direct and indirect) of the Task Order, which shall otherwise be governed by the terms and conditions of this Agreement, as may be modified by the individual Task Orders. Task Orders shall be in writing, signed by both parties in advance, and shall be attached to this Agreement as consecutive exhibits beginning with Task Order No. 1. Consultant shall provide the Services, as required to be performed by each Task Order, in a timely manner in accordance with each Task Order and this Agreement. The Services required by each Task Order shall only be initiated by Consultant after receiving a written notice to proceed on the specific Tasks within a Task Order by CCWA. The "not-to-exceed" cost for each Task within a Task Order shall not be exceeded by Consultant for delivery of the requested Services and associated materials without prior written consent of CCWA. Consultant shall be entitled to reallocate

costs among Tasks within a Task Order. CCWA shall have the right to transfer Tasks and costs within the same or other Task Order(s).

1.3. Extra Services. Authorization by CCWA for the Services under Task Orders may, at the discretion of CCWA, include allowances and allocation of funds for the Services at the discretion of CCWA in addition to those provided in the Task Orders ("Extra Services"). The Extra Services shall be defined as any Services other than those Services described in a Task Order, which are authorized by CCWA and performed by Consultant. Prior to performing any Extra Services, Consultant shall submit a written request for Extra Services and obtain the written approval of CCWA. The request for Extra Services shall, at a minimum, include a description of the Extra Services to be performed, the reason why the Extra Services are needed or required, a schedule for completion of the Extra Services and the cost (including all fees, costs and expenses, direct and indirect) for performance of the Extra Services. Each approved Extra Services request shall be tracked and billed separately. Payment for Extra Services shall not be made to Consultant unless the Extra Services have been approved by CCWA in writing prior to the Extra Services being performed. Consultant shall commence work on the Tasks within Extra Services only upon written notice to proceed upon such Tasks issued by CCWA. Authorized Extra Services, if any, shall be attached to this Agreement as exhibits to the Task Order authorizing such Extra Services and each shall be marked as an exhibit to the applicable Task Order (e.g., Task Order 1-1, 1-2, etc.), and will be incorporated by this reference. The term Services, as used in this Agreement, shall include any authorized Extra Services.

1.4. Labor and Materials. Consultant shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the Services to be performed under this Agreement. Consultant shall give its full attention and supervision to the fulfillment of the provisions of this Agreement and each Task Order by its employees and subconsultants and shall be responsible for the timely performance of the Services required by this Agreement.

1.5. Methods. Consultant shall have sole and absolute discretion in determining the methods, details and means of performing the Services. CCWA shall not have any right to direct the methods, details and means of the Services, except that CCWA shall have the right to approve the assignment, or any change of any assignment, of Consultant's project manager, key personnel and the right to approve subconsultants and subconsultant agreements for services or materials under this Agreement.

1.6. Review. Consultant shall furnish CCWA with reasonable opportunities from time to time to ascertain whether the Services are being performed in accordance with this Agreement. All work performed and materials furnished shall be subject to CCWA's reasonable review and approval. CCWA's review and approval of the Services shall not, however, relieve Consultant of any of its obligations under this Agreement.

1.7. Modifications. When the Services include preparation of drawings or other contract documents by Consultant, and when the drawings or other contract documents so prepared are found prior to or during the course of construction to require modification due to Consultant's negligent errors or omissions, such modifications shall be made by Consultant without additional compensation. Where such contract documents are used in bidding a project for construction, Consultant shall assume full responsibility for any reasonable additional compensation due the construction contractor(s) as a result of delays or changes directly resulting from the required changes in the drawings and/or documents due to Consultant's negligent omissions or errors, except as to betterments. This provision shall apply even after acceptance and approval by CCWA of drawings

and/or other contract documents. Consultant represents to CCWA that all project designs, plans, drawings and other construction documentation for a project will be constructible.

1.8. Representatives and Personnel. David R. Beard shall be the principal representative of CCWA for purposes of this Agreement. Consultant designates Patrick Carlson as the principal representative and its principal personnel for the performance of the Services under this Agreement, which person shall not be changed without CCWA's prior written approval.

1.9. Standard of Care. Consultant shall perform the Services in a manner consistent with the care and skill ordinarily used by members of Consultant's profession practicing under the same or similar circumstances in the State of California. Consultant shall perform the Services as expeditiously as is consistent with the requirements of CCWA (including, without limitation, the project budget and schedule) and the professional skill and care required under this Agreement. If Consultant's Services do not conform to this standard, in CCWA's reasonable judgment and discretion, and CCWA so notifies Consultant, Consultant agrees immediately take all action necessary to remedy the nonconformance. Any costs incurred by Consultant to correct such nonconformance will be at Consultant's sole expense. To the extent Consultant fails to correct such nonconformance to CCWA's satisfaction, or CCWA deems Consultant incapable of correcting such nonconformance to CCWA's satisfaction, CCWA may elect to have a third party (including a subconsultant of Consultant) correct such nonconformance at Consultant's sole expense.

1.10. Compliance with Law and Policies. Consultant and its agents will comply with all federal, state and local laws, rules and regulations applicable to it and its agents, including the Occupational Safety and Health Act ("OSHA"), non-discrimination laws, immigration law and work authorization requirements, tax and withholding obligations, and wage and hour requirements (including those related to classification of employees and payment of minimum wage and overtime), in the performance of the Services. Consultant will be responsible for providing, at Consultant's expense, and in Consultant's name, all licenses and permits usual or necessary for performing the Services. Consultant and its agents also will comply with CCWA policies that may be applicable to them, as they may be modified from time to time, including CCWA's policies against harassment and discrimination and other policies.

2. COOPERATIVE EFFORT.

2.1. Cooperation by CCWA. CCWA shall make available to Consultant all data and information in the possession of CCWA, which CCWA deems necessary for Consultant to perform the Services. CCWA shall actively aid and assist Consultant in obtaining such other information deemed necessary from other agencies, entities or individuals. Consultant may rely upon all such information provided by CCWA.

2.2. Coordination with CCWA. CCWA shall confer with Consultant, either directly or through CCWA's staff, in regard to performance of the Services. The work in progress shall be reviewed from time to time by CCWA at the discretion of CCWA or upon the request of Consultant. If the Services comply with this Agreement, they will be approved. If the Services fail to comply, CCWA will inform Consultant of changes or revisions necessary to secure approval. Corrections of work as a result of errors, omissions or lack of detail in the Services shall not result in additional cost or expense to CCWA. At the request of CCWA, Consultant shall regularly detail the time, materials, costs, expenses and other effort for each Task within Task Orders designated by CCWA for accomplishment by Consultant, so that CCWA is regularly advised, in writing, of Consultant's progress, all in a written form reasonably approved by CCWA.

2.3. Coordination of Effort. CCWA and Consultant shall cooperate in good faith to achieve the maximum benefit of the Services. Consultant and CCWA, and other parties, as necessary, shall meet at regular intervals as mutually agreed upon, during the course of work, to review, approve and plan the Services.

3. TERM. This Agreement shall commence on the Effective Date and shall continue for one calendar year, and shall be automatically renewed for successive one (1) year terms unless terminated earlier as provided below. The period during which this Agreement is in effect, including any extensions agreed upon by the parties, is referred to as the "Term."

4. COMPENSATION.

4.1. The Services. CCWA shall pay Consultant compensation in monthly installments, based on the progress of the Services, in accordance with the Consultant's hourly rate schedule as attached to each Task Order. Consultant shall perform the Services outlined in the Task Order(s) on a time and material basis, unless otherwise specified. Consultant agrees that the maximum amount stated in each Task Order is a "not-to-exceed" figure, which includes all fees, costs and expenses to be paid to Consultant to perform the Services outlined in each Task Order.

4.2. Invoices. Consultant shall keep accurate records of the hours expended and reimbursable costs and expenses accrued for the Services performed under each Task Order, along with separate records for each Extra Service. Reimbursable costs shall only be those for third party expenses that are not normal administrative costs (no additional compensation shall be paid for overhead or profit) and shall be reimbursable. Actual time expended in providing the Services will be charged. Prior authorization by CCWA is required for reimbursement of travel time. Within ten (10) days after the end of each calendar month, Consultant, for each Task Order, shall submit separate invoices to CCWA itemizing the Services performed, the cost of the Services performed and the accrued reimbursable expenses and the budget amount and percentage remaining after invoice payment without reduction for retentions. Invoicing shall comply with the reasonable requests of CCWA so that CCWA receives the requisite detail it desires. CCWA shall pay Consultant the amount of each invoice within thirty (30) days of its receipt, but after verification of Consultants invoice services, the accrued reimbursable expenses and the percentage of completion. The time records, invoices, receipts and other documentation supporting Consultant's invoices shall be available for review by CCWA upon reasonable notice and shall be retained by Consultant for five (5) years after completion of the each Task Order.

4.3. Taxes/Insurance/Licenses. Consultant shall be solely responsible for the payment of all federal, state or local income tax, social security tax, worker's compensation insurance, state disability insurance and any other taxes or insurance which Consultant is responsible for paying as an independent contractor under federal, state or local law. Consultant will be solely responsible for payment of all compensation owed to its agents with respect to the Services, including all applicable federal, state and local employment taxes, and will make deductions for all taxes and withholdings required by law. No federal, state or local taxes of any kind will be withheld or paid by CCWA on behalf Consultant and/or its agents. Consultant acknowledges that the compensation paid pursuant to this Agreement will not be considered "wages" for purposes of the Federal Insurance Contributions Act ("FICA"), unemployment or other taxes. CCWA will issue Consultant an IRS Form 1099 with respect to payments made under this Agreement, and Consultant must promptly provide to CCWA a completed IRS Form W-9 and other documentation as may be needed from time to time by CCWA. Consultant will be responsible for performing all payroll and record-keeping functions required by law. Consultant shall procure and maintain all licenses necessary for the performance of the Services, all at the sole cost of

Consultant. All of the above shall not be reimbursable under the Agreement.

4.4. Payment Withhold. In the event Consultant is unable to materially perform the Services under this Agreement; the Services are not completed as scheduled; the Services are completed unsatisfactorily or behind schedule; the Services are performed in an inadequate or untimely manner; or, there exists or may exist a meritorious claim against Consultant or CCWA arising out of the negligence or intentional acts of Consultant or Consultant's material breach of any provision of this Agreement, each as determined by the CCWA, then CCWA may withhold payment of any amount payable to Consultant which is directly related to such event. CCWA also reserves the right to withhold payment upon termination of this Agreement in the event Consultant threatens not to comply or fails to comply with its obligations (including post-termination obligations) and/or breaches or threatens to breach this Agreement in any material respect, as determined by CCWA.

4.5. Termination. If the Services of Consultant are terminated by CCWA, in whole or in part, Consultant shall be compensated for all the Services performed and reimbursable costs incurred prior to the date of such notice of termination, provided the Services otherwise comply with this Agreement..

5. INSURANCE. Consultant shall procure and maintain in full force and effect during the performance of the Services pursuant to this Agreement, the following insurance:

5.1. Commercial General Liability. Commercial general liability insurance for bodily injury (including death), personal injury, property damage, owned and non-owned equipment, blanket contractual liability, completed operations, explosion, collapse, underground excavation and removal of lateral support covering Consultant's performance of the Services under this Agreement, which coverage shall be at least as broad as Insurance Services Office (ISO) Occurrence form CG 0001, and with a limit in an amount of not less than Two Million Dollars (2,000,000). If insurance with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to CCWA) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

5.2. Workers' Compensation and Employer's Liability Insurance. Workers' compensation insurance covering its employees in performance of the Services under this Agreement in accordance with statutory requirements and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee.

5.3. Professional Liability. Professional liability insurance coverage appropriate to Consultant's profession for protection from claims arising out of Consultant's wrongful acts, negligent actions, errors or omissions in performance of the professional services under this Agreement in an amount of not less than Two Million Dollars (\$2,000,000) per claim and in the aggregate.

5.4. Automobile Liability. Automobile liability insurance for bodily injury and property damage which coverage shall be at least as broad as ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto), and with a limit in an amount of not less than One Million Dollars (\$1,000,000) each accident.

5.5. Cyber Liability. Cyber Insurance covering: (a) liability arising from theft, dissemination and/or use of Confidential Information (defined below) stored or transmitted in electronic form; and, (b) liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third-person's computer, computer system, network or similar computer related property and the data, stored software and programs. Such insurance will be maintained with limits of no less than \$2,000,000 per claim and in the annual aggregate, and may be maintained on a stand-alone basis, or as part of errors and omissions coverage. This insurance shall have a retroactive date that equals or precedes the Effective Date of this Agreement. Consultant shall maintain such coverage until it has returned or destroyed the Confidential Information in its possession, custody or control, including any copies maintained for archival or record-keeping processes.

5.6. Excess/Umbrella Liability. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CCWA (if agreed to in a written contract or agreement) before CCWA's own primary or self-insurance shall be called upon to protect it as a named insured. The insurance coverage afforded by the umbrella or excess insurance shall be at least as broad as the underlying policy and following form of the underlying insurance.

The commercial general and automobile liability policies shall contain, or be endorsed to contain the following provisions: (1) CCWA, its elected officials, officers, agents and employees shall be named as additional insureds; (2) Consultant's insurance shall be primary insurance as respects CCWA, its elected officials, officers, agents and employees and any insurance, self-insurance or other coverage maintained by CCWA, its elected officials, officers, agents and employees shall not contribute to it; (3) any failure to comply with the reporting or other provisions of the policies including breaches and warranties shall not affect coverage provided to CCWA, its elected officials, officers, agents and employees; and (4) the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Each insurance policy shall state, or be endorsed to state, that coverage shall not be canceled or not renewed by the insurance carrier, except after thirty (30) days prior written notice has been given to CCWA in accordance with the standard ISO Accord form. All insurance shall be on an occurrence basis rather than a claims-made basis. Consultant shall provide thirty (30) days written notice to CCWA prior to the non-renewal of any policy or policies required by this Agreement. All insurance coverage, as initially provided and as modified or changed, shall be subject to reasonable approval by CCWA. Any deductible or self-insured retention must be declared to and approved by CCWA. Prior to the performance of the Services under this Agreement and at any subsequent time, upon request by CCWA, Consultant shall provide CCWA with Certificates of Insurance evidencing the above coverages. The Consultant shall, upon demand of CCWA, make available for inspection by CCWA certified copies of such policy or policies of insurance and the receipts for payment of premiums for all policies required to be furnished by Consultant. Consultant shall be responsible for requiring and confirming that each sub-consultant and subcontractor meets the minimum insurance requirements specified above. The above insurance coverage shall not limit the indemnification obligations of Consultant as provided below and the failure to maintain the required coverages shall constitute a material breach of this Agreement. All insurance is to be provided by insurers having a current A.M. Best rating of no less than A:VII or equivalent or as otherwise approved by CCWA.

6. CONFLICT OF INTERESTS OF CONSULTANT. Consultant represents and warrants to CCWA that it presently has no actual or perceived conflict of interests, and covenants that it shall not

acquire any interests, direct or indirect, financial or otherwise, which would conflict with the performance of the Services to be provided by Consultant under this Agreement. Consultant further covenants that in the performance of this Agreement, no agent, subconsultant or employee having such a conflict of interest shall be employed by Consultant. Consultant certifies that no one who has or will have any financial interest under this Agreement or within Consultant is an officer or employee of CCWA.

7. NON-DISPARAGEMENT. Consultant agrees that neither it nor its agents will, directly or indirectly, take any action or make any statements, written or verbal, including statements on social media sites, that defame, disparage or in any way criticize the personal or business reputation, products, services, practices or conduct of CCWA or its officers, directors, employees, agents or other consultants. Consultant further agrees that neither it nor its agents will engage in any conduct, directly or indirectly, that may be detrimental to CCWA's mission, reputation, practices or conduct, including failing timely to provide payment to Consultant's agents. Nothing in this Agreement is intended to preclude Consultant or its agents from providing truthful testimony in response to valid legal process or otherwise truthfully cooperating with or reporting to governmental agencies, or from making other legally protected statements or disclosures.

8. INDEMNIFICATION. Consultant shall indemnify, defend and hold CCWA, as well as its elected officials, officers, agents and employees, harmless from and against any and all claims liabilities, damages, losses, actions, penalties, proceedings and expenses, including but not limited to attorneys', paralegals' and experts' fees, costs and expenses, to the extent caused by: (1) the negligent acts or omissions or willful misconduct of Consultant or of any employee, sub-consultant or subcontractor of Consultant in its performance of the Services and obligations pursuant to this Agreement; (2) the violation of any governmental law or regulation, compliance with which is the responsibility of Consultant; and (3) the failure, neglect or refusal of Consultant or of any employee, sub-consultant or subcontractor of Consultant to faithfully perform the Services and obligations under the Agreement in a manner which meets the standard of care. Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Consultant's subconsultants, that impact project completion and/or success.

In this regard, if CCWA receives any claim or demand, or suffers any loss for which Consultant is responsible under the preceding paragraph ("Claim"), CCWA shall promptly provide written notification to Consultant stating the nature and circumstances of the Claim. Consultant shall investigate and respond to CCWA's notification of the Claim in writing within ten (10) business days, stating Consultant's opinion as to the validity of the Claim, the causes and responsibility forming the basis for the Claim, and intention as to Consultant's further action toward resolving the Claim.

During this period, Consultant may involve its insurance carrier(s) for advice and counsel, if Consultant deems appropriate, and shall either refer the entire matter to its insurance carrier and/or work diligently with CCWA and other involved parties to arrive at a mutually satisfactory resolution. In the event that the matter is referred to Consultant's insurance carrier, Consultant's written response shall include the name, address and telephone number of the insurance company contact assigned to the Claim.

CCWA shall, at all times participate and cooperate with Consultant in resolving the Claim. If Consultant shall fail to respond and take action to protect CCWA, in CCWA's reasonable opinion, CCWA shall have the right, but not the obligation, to undertake the resolution and/or defense of the Claim and to compromise or settle (exercising reasonable business judgment) the Claim, all at Consultant's cost and expense.

9. LIMITATION ON CCWA LIABILITY. CCWA will not be liable to Consultant or its agents for any incidental, indirect, special, consequential, punitive or reliance damages of any nature whatsoever, regardless of the foreseeability thereof (including, but not limited to, any claim for loss of services, lost profits or lost revenues) arising under or related to this Agreement, whether based on breach of contract, tort, breach of warranty, negligence or any other theory of liability in law or in equity. Consultant's remedy, if any, for any breach of this Agreement, will be solely in damages, and Consultant may look solely to CCWA for recovery of such damages. Consultant waives and relinquishes any right Consultant may otherwise have to obtain injunctive or equitable relief against any third party with respect to any dispute arising under this Agreement. Notwithstanding anything to the contrary in this Agreement, CCWA's entire liability, and Consultant's ability to recover damages, at law or in equity with respect to any and/or all claims, damages, losses, costs or causes of action arising from or related to this Agreement (other than any action for payment of the Services and invoices related thereto) may not exceed the aggregate dollar amount paid by CCWA to Consultant under this Agreement.

10. TERMINATION.

10.1. Termination Without Cause by CCWA. CCWA may terminate this Agreement, any Task Order, and/or any Task, for any reason by giving Consultant at least thirty (30) days prior written notice of such termination. Such termination shall not relieve CCWA from responsibility for payment for the Services rendered by Consultant prior to the date of notice of termination but shall relieve CCWA of its obligations for the full payment of compensation due under this Agreement (and/or the respective Task Order) for the Services of Consultant incurred after the date of the notice of termination.

10.2. Termination With Cause by CCWA. CCWA may terminate this Agreement or any Task Order for cause, effective immediately upon written notice of such termination to Consultant ("Notice"), based upon the occurrence of any of the following events after providing Consultant a reasonable opportunity to cure within 15 calendars after the date of the Notice and, if cured, CCWA shall not terminate the Agreement or Task Order, as applicable. If the event triggering the Notice is not cured within such 15 days, CCWA's Notice shall be effective immediately afterwards:

- 1) Material breach of this Agreement, Task Order or Task by Consultant;
- 2) Cessation of Consultant to be licensed, as required by law;
- 3) Failure of Consultant to substantially comply with any applicable federal, state or local law or regulation;
- 4) Filing by or against Consultant of any petition under any law for the relief of debtors; and,
- 5) Conviction of Consultant's principal representative or personnel of any crime other than minor traffic offenses.

10.3. Termination without Cause by Consultant. Consultant may terminate this Agreement or any Task Order for any reason by giving CCWA at least sixty (60) days prior written notice of termination.

11. REPORTS, MAPS, AND DOCUMENTS. All Confidential Information (defined below), reports, recommendations, documents, drawings, plans, presentations, specifications, technical data,

databases, charts, files and other information developed by or provided to Consultant and/or its agents in connection with Consultant's affiliation with CCWA are and will remain the property of CCWA. Upon termination of this Agreement for any reason, or at such earlier time as CCWA may request, Consultant and its agents shall immediately: (i) discontinue any use of the name, logo, trademarks, or slogans of CCWA; (ii) discontinue all representations or statements from which it might be inferred that any continuing relationship exists between Consultant and/or its agents and CCWA; (iii) provide to CCWA reproducible copies (including electronic versions if available, in native format and with all supporting materials such as fonts, graphics and attachments) of all work product prepared or modified by Consultant and/or its agents and not previously provided to CCWA, whether completed or not; (iv) return to CCWA all tangible and intangible Confidential Information, property, documents and other information of CCWA, in whatever form or format, including originals and all copies of documents, drawings, computer printouts, notes, memoranda, specifications, hard drives, flash drives, disks or storage media of any kind, including all copies, summaries and compilations thereof, in the possession, custody or control of Consultant and/or its agents; (v) subject to record retention obligations, promptly and permanently delete any Confidential Information stored in the internal and/or personal email account(s), computer(s), electronic devices, voicemails, storage media and cloud-based storage (including external hard drives, flash drives, and discs) of Consultant and/or its agents, and certify the same to CCWA; and, (vi) provide CCWA with any and all passwords, source codes, security codes, administrative access information and/or other information in the possession of Consultant and/or its agents necessary to enable CCWA to obtain the benefit of the Services. In accordance with the standard of care, Consultant shall be entitled to keep one (1) copy of all deliverables as well as the information that Consultant used, relied upon and/or incorporated into any deliverables required hereunder. All of the foregoing will be at the sole expense of Consultant. No failure of CCWA to enforce the disposition of materials under this Section, or to enforce it fully or promptly, will constitute, or be interpreted or construed as, a waiver of any right of CCWA under this Agreement, nor will it affect in any way the characterization of any material as Confidential Information or give Consultant any rights or license as to any such Confidential Information of CCWA, whether by implication, estoppel, act of law, or any other theory or reason. CCWA may use, duplicate, disclose and/or disseminate, in whole or in part, in any manner it deems appropriate, Consultant's work product. CCWA's use of Consultant's Work Product, except in connection with the Project, shall be at the sole risk of CCWA. Consultant in providing such documents to CCWA, may make such disclaimers as Consultant deems appropriate or necessary to protect its interests.

12. CONFIDENTIAL INFORMATION. In connection with the performance of the Services, Consultant and its agents will have access to information that has been developed by, created by or provided to CCWA (including without limitation, information created or developed by Consultant and/or its agents) that has commercial value to CCWA's business, and is not generally known to the public or others, or is otherwise required to be kept confidential by CCWA (all of which is referred to as "Confidential Information").

12.1 Definition. Confidential Information includes any information (whether in paper or electronic form, or contained in the memory of Consultant and/or its agents, or otherwise stored or recorded) that is not generally known and relates to CCWA's business, if such information has been expressly or implicitly protected by CCWA from unrestricted use by persons not associated with CCWA. Confidential Information includes, but is not limited to, information contained in or relating to the manner and details of CCWA's operation, organization and management; passwords; concepts; programs; trade secrets; product designs; innovations; source codes and documentation; software; data; protocols; best practices; plans and proposals; processes and techniques; projects; the identities and contact information of, and details regarding CCWA's relationship with, actual and prospective

stakeholders, contractors and vendors; fees and charges by CCWA; pricing data and related information; applicant and employee personnel information; financial information; and legal and business strategies and plans, as well as any other information marked “confidential,” “proprietary,” “secret” or the like. Confidential Information also includes information of CCWA’s member agencies, affiliates, customers, vendors, consultants, referral sources, contractors, partners, stakeholders, directors, officers, shareholders, investors, employees and other third parties that was disclosed or entrusted to CCWA or to Consultant and/or its agents in the course of business and/or in the course of performing the Services with the expectation of confidentiality.

12.2. Requirements. Consultant agrees that the Confidential Information made available to it and its agents will be used solely for the purpose of performing the Services and will be kept strictly confidential by Consultant and its agents. Consultant agrees that, unless authorized in writing by CCWA, neither Consultant nor its agents will, directly or indirectly, disclose or use any Confidential Information for their own benefit or for the benefit of any individual or entity other than CCWA, either during the Term or thereafter. In addition, without CCWA’s prior written consent, Consultant will not modify, disassemble, reverse engineer or decompile any Confidential Information, or copy, retransmit or otherwise reproduce for, or distribute to third parties any Confidential Information. Nothing contained in this Agreement will require CCWA to transmit any Confidential Information to Consultant, or be construed as granting any license or any other rights with respect to CCWA’s proprietary rights or Confidential Information.

12.3. Requests to Disclose. If, during the Term or at any time thereafter, Consultant or its agents receive a request to disclose any Confidential Information, whether under the terms of a subpoena, court order, or other governmental order or otherwise, Consultant and/or its agents will notify CCWA immediately of the details of the request (unless prohibited from doing so by applicable law), including providing a copy thereof, and will consult with CCWA on the advisability of taking legally available steps to resist or narrow such request. If disclosure of such Confidential Information is required to prevent Consultant and/or its agents from being held in contempt or subject to other penalty, Consultant and its agents will furnish only such portion of the Confidential Information as, in the written opinion of legal counsel satisfactory to CCWA, Consultant and/or its agents are legally compelled to disclose, and Consultant and its agents will use their best efforts to assist CCWA in obtaining an order or other reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information.

13. DISPUTES. Any dispute arising out of or relating to this Agreement, including the alleged breach, termination, validity, interpretation and performance (“Dispute”) shall be resolved with the following procedures:

13.1 Negotiation. Upon written notice of any Dispute, the parties shall attempt to resolve it promptly by negotiation between executives who have authority to settle the Dispute and this process shall be completed within 30 days (“Negotiation”).

13.2 Mediation. If the dispute has not been resolved by Negotiation in accordance with Section 13.1, then the parties shall proceed to mediation unless the parties at the time of the dispute agree to a different timeframe. A “Notice of Mediation” shall be served, signifying that the Negotiation was not successful and to commence the mediation process. The parties shall agree on a mediator; however, if they cannot agree within 14 days then a mutually agreeable local mediation service provider shall appoint a mediator. The mediation session shall be held within 45 days of the retention of the mediator, and last for at least one full mediation day, before any party has the option to withdraw from

the process. The parties may agree to continue the mediation process beyond one day, until there is a resolution, or one party or the mediator states that there is no reason to continue because of an impasse that cannot be overcome and sends a "notice of termination of mediation." All reasonable efforts will be made to complete the mediation within 30 days of the first mediation session. During the course of the mediation, no party can assert the failure to fully comply with Section 13.2, as a reason not to proceed or to delay the mediation. The service of the Notice of Mediation shall stay the running of any applicable statute of limitations regarding the Dispute until 30 days after the parties agree that the mediation is concluded or the mediator issues a Notice of Impasse. Each side shall bear their own attorney fees and costs and an equal share of the mediation costs unless the parties agree otherwise. All communications, both written and oral, during phases 13.1 and 13.2 are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation and/or Mediation processes. The Mediation process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

13.3. Litigation. All or any portion of the Dispute not resolved through Negotiation or Mediation in accordance with paragraphs 13.1 and 13.2 may be resolved by either party commencing an action in court in accordance with the terms and conditions of this Agreement. Prior to commencing an action in court, the party seeking to initiate the litigation shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against CCWA. For purposes of those provisions, the running of the time within which a Claim must be presented to CCWA shall be tolled from the time the party submits its written Claim until the time the Claim is denied, including any time utilized by any applicable meet and confer process.

14. GENERAL PROVISIONS.

14.1. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be sent by email and sent by: (1) personal service, which shall be deemed to have been duly given on the date of service; (2) next day delivery service (Fedex, UPS, or similar overnight delivery service), which shall be deemed to have been given on the first day after sending; or, (3) first class mail, registered or certified, return receipt requested, postage prepaid, which shall be deemed delivered on the second day after mailing, and properly addressed as follows:

To: David R. Beard
Central Coast Water Authority
255 Industrial Way
Buellton, CA 93427
Email: drb@ccwa.com

With Copy To: Stephanie Osler Hastings
Brownstein Hyatt Farber Schreck, LLP
1021 Anacapa Street, Second Floor
Santa Barbara, CA 93101
Email: shastings@bhfs.com

To Consultant: Patrick A. Carlson
Carollo Engineers, Inc.
12592 W Explorer Dr.
Boise, ID 83713
Email: pcarlson@carollo.com

Any party may change their address for the purpose of this paragraph by giving the other party written notice of the new address in the above manner.

14.2. Attorneys' Fees. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach or default in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

14.3. Independent Contractor. The parties, in the performance of the Services under this Agreement, will be acting in an independent contractor relationship and not as agents, employees, partners, or joint venturers of one another. It is the express intention of the parties that Consultant is an independent contractor and not CCWA's employee, that the employees of Consultant are not CCWA's employees and that Consultant, its subconsultants and their employees are not eligible for benefits from CCWA or any related entity, including workers' compensation, unemployment insurance, expense reimbursement, health, dental, vision, life or disability insurance, paid holidays, paid sick leave, vacation or other paid time off, pension, educational assistance, continuing education reimbursement, or any other employee benefit that may be offered now or in the future.

14.4. Labor Conditions. CCWA is a public entity in the State of California, as such, CCWA and Consultant are subject to the provisions of the Government Code and the Labor Code of the State of California. All provisions of law applicable to public contracts and/or this Agreement are incorporated by this reference and are made a part of this Agreement to the same extent as if they were fully stated in the Agreement and will be complied with by Consultant.

14.5. No Third-Party Beneficiaries. This Agreement is between CCWA and Consultant, and creates no individual rights for any agents of Consultant. No agent of Consultant will be deemed to be a third-party beneficiary hereunder, nor will any agent of Consultant be deemed to have any employment or contractual relationship with the CCWA as a result of this Agreement or its performance of Services for Consultant.

14.6. No Authority to Bind CCWA. Neither Consultant nor its agents have any authority, right or ability to bind or commit CCWA in any way or incur any debts or liabilities in the name of or on behalf of CCWA (including, without limitation, by entering into contracts or agreeing to contract terms) without the express prior written consent of CCWA in each individual instance, and will not attempt to do so or imply that it may do so.

14.7. Force Majeure. Each party's obligations under this Agreement will be suspended during the duration of events beyond that party's reasonable control (including labor strikes, lockouts, enactment of laws or regulations, civil unrest, pandemics, diseases, measures implemented by any governmental authority, and acts of God). A party seeking to rely on this provision shall: (i) use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required

by the force majeure event; (ii) use its commercially reasonable efforts to mitigate the effects of such force majeure event, remedy its inability to perform, and resume full performance of its obligations under this Agreement; and, (iii) promptly provide notice of failure or delay in performance due to a force majeure event to the other party, including anticipated impact on performance and efforts to migrate the failure or delay. If Consultant suspends the Services for a period in excess of thirty (30) calendar/business days due to a force Majeure event, CCWA may elect to terminate this Agreement immediately afterwards by providing written notice, notwithstanding anything to the contrary in this Agreement.

14.8. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

14.9. Labor Requirements. Consultant shall abide by all federal and California laws and regulations regarding wages, including, without limitation, the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code and the California Labor, Revenue, Taxation and Unemployment Codes, which, in part, require Consultant to pay the general prevailing wage rates for regular time and/or overtime. The Consultant shall defend, indemnify and hold CCWA, as well as its officers, agents and employees, harmless from and against all claims, damages, losses and expenses brought by, or due to, its employees, subcontractors, or employees of its subcontractors, including wages and/or overtime compensation due said employees under this Agreement or attorneys' fees and costs in defense of any claim or obligation under the above laws.

14.10. Assignment. This Agreement shall not be assigned by Consultant to any third party without the prior written consent of CCWA, who shall have the sole discretion to consent or not to consent to any proposed assignment since CCWA is relying upon the specific expertise of Consultant and its employees. Any attempted assignment without approval of CCWA shall be null and void.

14.11 Waiver. No waiver of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

14.12. Construction of Terms. All parts of this Agreement shall in all cases be construed according to their plain meaning and shall not be construed in favor or against either of the parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated. In the event of such invalidity, voidness or unenforceability, the parties hereto agree to enter into supplemental agreements to effectuate the intent of the parties and the purposes of this Agreement.

14.13. Controlling Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California, with venue proper only in the City and County of Santa

Barbara, State of California.

14.14. Authorization. All officers and individuals executing this and other documents on behalf of the respective parties certify and warrant that they have the capacity and have been duly authorized to execute said documents on behalf of the entities indicated.

14.15. Discrimination. No person shall be excluded from employment in the performance of this Agreement on the grounds of race, creed, color, sex, age, marital status or place of national origin. Consultant shall comply with all local, state and federal laws relating to equal employment opportunity rights.

14.16. CCWA Provided Information. CCWA shall furnish the Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use and reasonably rely upon all such information and services provided by CCWA or others in performing Consultant's services under this Agreement. Nothing in this Section relieves Consultant of its obligation to perform the Services in accordance with the standard of care in Section 1.9, including identifying material gaps, inconsistencies, or obvious defects in CCWA-provided information and promptly notifying CCWA.

14.17. Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/or quantity; the way CCWA's plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, Consultant makes no warranty that CCWA's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from Consultant's opinions, analyses, projections, or estimates. Nothing in this Section relieves Consultant of its obligation to perform the Services in accordance with the standard of care in Section 1.9, including using reasonable professional judgment in developing such opinions and projections and in communicating assumptions and limitations to CCWA.

14.18. Time of the Essence. Time is of the essence for Consultant's performance of the Services pursuant to this Agreement and each Task Order as it is necessary for CCWA to timely complete projects to enable CCWA to provide reliable water service to its member agencies without interruption and to avoid increasing and/or extra costs if projects are delayed. The parties recognize that all time deadlines and schedules within the Task Order are maximums, and services outlined must be performed as agreed, as otherwise a project may be significantly jeopardized and/or lost entirely. Any breach of any time deadline or schedule by Consultant is agreed by the parties to be a material breach of this Agreement, providing CCWA with termination rights under this Agreement, in addition to its rights to recover damages. The failure on the part of Consultant to perform the Services within such time deadline or schedule when such failure is caused by acts beyond the control of Consultant shall not be considered a breach of this Agreement and Consultant shall be entitled to an extension of such time deadline or schedule accordingly. Acts beyond the control of Consultant shall include, but not be limited to, acts or neglect of CCWA, other governmental agencies, any third parties having responsibility over Consultant or CCWA with respect to Consultant's performance of services or the setting of any

time deadlines or schedules, and fires, floods, epidemics, strikes or labor disputes, abnormal weather conditions or Acts of God.

14.19. Entire Agreement. This Agreement with its attached exhibits, which are incorporated by this reference, constitutes the entire agreement between the parties pertaining to the Services to be provided by Consultant and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. This Agreement and its Task Orders may be altered, amended or modified only by a supplemental writing executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

IN WITNESS WHEREOF, the parties have executed this Agreement at the place and as of the date first written above.

CCWA

Central Coast Water Authority

By: _____
Ray Stokes, Executive Director

CONSULTANT

(Print Name)

By: _____

(Print Name and Title)

(Print Name)

By: _____

(Print Name and Title)

APPROVED AS TO FORM:

Brownstein Hyatt Farber Schreck, LLP

By: _____
Stephanie Osler Hastings,
Attorneys for CCWA

EXHIBIT A

TASK ORDER NO. ___ TO PROFESSIONAL CONSULTING SERVICES MASTER AGREEMENT

This Task Order No. 1 ("Task Order) to the Professional Consulting Services Master Agreement, dated _____, 20__ ("Agreement") is made this ___ day of _____, 20__ ("Effective Date"), by and between the Central Coast Water Authority ("CCWA"), and Carollo Engineers, Inc. ("Consultant"), at Buellton, California, with respect to the following:

1. Project Description.

Central Coast Water Authority (CCWA) owns and operates the Polonio Pass Water Treatment Plant (PPWTP) in northern San Luis Obispo County, which treats a maximum of 43 million gallons per day (MGD) of State Water Project (SWP) for CCWA Participants and San Luis Obispo Participants. Concerns about backwash system pressure relief events led to a filter condition evaluation, revealing issues with media-retaining nozzles, media, and piping that cause clogging, headloss, and inefficient backwash, reducing the water treatment plant's (WTP's) capacity. The purpose of the Filter Media and Underdrain Nozzle Replacement Project (Project) is to restore four of the existing eight multimedia filters to an improved condition by removing and replacing the existing filter media and underdrain nozzles, repairing deteriorated concrete surfaces in the existing filter basins and, if reasonably possible, leveling filter launders between filter bays.

2. Scope of Services.

See Exhibit B.

3. Compensation.

See Exhibit C.

4. Schedule.

See Exhibit D.

5. Special Terms and Conditions.

None.

6. General. All terms and conditions of the Agreement apply to this Task Order as though fully set forth therein. In the event of a conflict between this Task Order and the Agreement, the terms of this Task Order shall control in all respects.

IN WITNESS WHEREOF, the parties have executed this Agreement at the place and as of the date first written above.

CCWA

Central Coast Water Authority

By: _____
Ray Stokes, Executive Director

CONSULTANT

(Print Name)

By: _____

(Print Name and Title)

DRAFT

CENTRAL COAST WATER AUTHORITY

PPWTP Filter Media and Underdrain Nozzle Replacement Project

SCOPE OF WORK

Central Coast Water Authority (CCWA) owns and operates the Polonio Pass Water Treatment Plant (PPWTP) in northern San Luis Obispo County, which treats a maximum of 43 million gallons per day (MGD) of State Water Project (SWP) for CCWA Participants and San Luis Obispo Participants. Concerns about backwash system pressure relief events led to a filter condition evaluation, revealing issues with media-retaining nozzles, media, and piping that cause clogging, headloss, and inefficient backwash, reducing the water treatment plant’s (WTP’s) capacity. The purpose of the Filter Media and Underdrain Nozzle Replacement Project (Project) is to restore four of the existing eight multimedia filters to an improved condition by removing and replacing the existing filter media and underdrain nozzles, repairing deteriorated concrete surfaces in the existing filter basins and, if reasonably possible, leveling filter launders between filter bays.

The purpose of this scope of work is to provide engineering services from pre-design through detailed design and bidding for the following major project elements:

- Preliminary design report, including 30% design drawings.
- Detailed design (including 70% design, 100% design, and final bid set) for filter modifications, including removal and disposal of existing GAC and sand media and underdrain nozzles, procurement and installation of new GAC and sand media and underdrain nozzles, repair of concrete surfaces in filter basins, leveling the filter launders, and commissioning the repaired filters.

This scope of work is divided into two sequential phases and distinct tasks within each phase as follows:

PHASE	TASKS
1 – Pre-Design	1 Preliminary Design Report
2 – Detailed Design	2 70% Design 3 100% Design 4 Bid Period Services
Project Management	5 Project Management and QA/QC

Details of each phase, associated tasks, and relevant subtasks is provided herein.

GENERAL ASSUMPTIONS

The following list of assumptions apply to all elements of this scope of work, unless specifically indicated otherwise.

1. General project collaboration and coordination between CCWA and Consultant, outside workshops and meetings, shall be facilitated through email, phone/Teams (screensharing), and the project specific Microsoft SharePoint portal.
2. Submittals shall be provided in electronic copy (.pdf and .docx) and transmitted via email or secure file transfer. All deliverables shall be electronic only unless hard copies are specifically indicated. Hard copy drawings, when provided, shall be half-size (11x17), unless specifically indicated otherwise.
3. Meeting minutes and reports will include both a draft version and a final version, unless specifically indicated otherwise. Final version will incorporate responses to comments on the draft version. If no comments are provided within the agreed upon period, the draft version will be considered final.
4. Meeting notes and related materials shall be transmitted electronically (.pdf and/or .docx) via email.
5. CCWA comments on meeting minutes and reports will be provided in a single, compiled, track changes word document or pdf file, submitted at the end of the Authority's review period. Design submittal reviews will be conducted in a shared Bluebeam review session (or alternative mutually agreed upon review/comment system). CCWA's project manager (or their designee) will compile and edit comments as needed prior to distribution to the Consultant to eliminate and resolve conflicting comments. Consultant will incorporate and address comments.
6. Consultant shall provide workshop and meeting agendas and review documents at least two working days prior to workshops. Minutes will be prepared for each meeting or workshop and will be provided within one week following the meeting.
7. CCWA will have two weeks for review of each milestone pre-design and design deliverable.
8. Project will utilize Consultant's standard specifications (CSI, 46-division format), division 01 through division 46.
9. CCWA will prepare the bidding documents using the Authority's standard Division 0 documents, General Conditions, and Supplemental General Conditions. Consultant will provide recommendations for the Authority's Division 0 documents and incorporate them with the technical specifications.
10. CCWA shall furnish the Consultant available studies, reports and other data pertinent to the Consultant's services; obtain or authorize the Consultant to obtain or provide additional reports and data as required; furnish to the Consultant services of others required for the performance of Consultant's

services hereunder, and the Consultant shall be entitled to use and rely upon all such information and services provided by the Authority or others in performing the Consultant's services under this Agreement.

11. Project will utilize Consultant's CAD standards, including Consultant's preferred CAD software platforms. CAD drawings will be plotted to pdf at full size (22x34) such that they can be printed half-size as 11x17.
12. All design deliverables and reports will receive a formal quality review, conducted internally by the Consultant team and documented, before being submitted to the Authority.
13. *Opinions of Probable Construction Cost:* OPCC's will include simplified estimating factors including scope and cost estimating contingency factors and an expected accuracy range consistent with prescribed Association for the Advancement of Cost Engineering (AACE) metrics.
14. *Estimates and Projections.* In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Consultant makes no warranty that the Authority's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates (OPCCs).

PHASE 1 – PRE-DESIGN

The purpose of the pre-design phase is to perform evaluations on the filters that will inform project decisions and direction and to develop of the Preliminary Design Report (PDR) that will be used to guide the later detailed design phase.

Task 1: Pre-Design Evaluations

Subtask 1.1: Project Kickoff Meeting & Review Materials

A kickoff meeting will be held at CCWA's facilities. The kick-off meeting will confirm overall project goals, review our project and management approach, identify roles and responsibilities, establish project communication and collaboration protocols, and review scope and schedule. The kickoff meeting will include a discussion of general concepts that will be evaluated in subsequent tasks.

Subtask 1.2: Preliminary Design Report

The preliminary design report (PDR) evaluates the existing PPWTP filtration process to recommend solutions to mitigate the pressure relief events during a filter backwash of four of the eight filters. The filter evaluations subtask has been divided into the following individual evaluation activities.

1.2A – Filter media, nozzle, and filter box evaluation: Basic specifications and protocols for the replacement GAC and sand filter media and underdrain nozzles will be developed. Filter box concrete repair mortar type and application protocol will be developed, including a summary from the filter concrete assessment if repairs are not required, and the possibility to level filter launders between filter bays will be evaluated.

1.2B – Material and equipment evaluation: Project material compatibility with the existing multimedia filter basins will be evaluated, including media matching and nozzle material, configuration, and slot geometry. A list of all materials and equipment needed for Project implementation will be provided.

1.2C – Preliminary drawings and construction sequencing: Preliminary plan for installation of the filter media, underdrain nozzles, repairs to concrete surfaces as necessary, and leveling filter bay launders will be developed. Additionally, a construction sequencing plan will be developed to minimize the amount of time PPWTP is shut down or operating at reduced capacity.

1.2D – Draft Preliminary Design Report: Documentation of the evaluation methodology/evaluation criteria, results, and recommendations from each of the above listed Subtask 1.2 activities will be drafted in a Preliminary Design Report. The draft PDR will be submitted to CCWA for comments. The final PDR, incorporating CCWA comments, will be developed and submitted after Task 1.5 - Preliminary Design/30% Design Workshop.

Subtask 1.3: 30% Design

The 30% Design will advance the conceptual layouts and figures, developed in the Task 1.2 evaluations, to bring them up to a 30% design level. The 30% drawings establish the basic design intent, including general space planning for facilities, equipment, and access and will show the work in sufficient detail that CCWA can recognize general building elements, basic requirements for construction, and impacts to operations. The 30% design will include the following elements:

- General drawings: process flow diagram, design criteria, and hydraulic profile
- Plan and section drawings for filter facilities (combining structural and process mechanical elements)

Following delivery of the 30% design, CCWA will have the opportunity to review the drawings and PDR and provide comments. Discussion of the Authority's review comments on the 30% Design and PDR will occur as part of the PDR/30% Design Workshop (Subtask 1.5).

Subtask 1.4: Develop 30% Cost Estimate

Develop a pre-design / 30% opinion of probably construction cost (cost estimate) based on the PDR and 30% design drawings. This estimate will be consistent with prescribed methodologies associated with a Class 5 estimate as defined by AACE.

Subtask 1.5: Preliminary Design/30% Design Workshop

A workshop will be held at CCWA's facilities with Authority staff to discuss the findings in the PDR and 30% Design drawings. During the PDR/30% design workshop, CCWA comments shall be reviewed and discussed as necessary to confirm the design intent and address any concerns before moving into detailed design.

Task 1 Assumptions:

- Design kick-off meeting shall be hybrid (in-person and virtual) and attended in-person by three Consultant team members: Patrick, Stetson, and one other. Virtual attendees may be added to provide additional insights or expertise, where needed. Meeting duration shall be two hours
- Pre-Design workshops shall be hybrid (in-person and virtual) and attended in-person by three Consultant team members. Virtual attendees may be added to provide additional insights or expertise, where needed. Workshop duration shall be two hours.
- The level of effort developed for the 30% design assumed the following project elements:
 - Removal and disposal of existing GAC and sand filter media and underdrain nozzles;
 - Procurement and installation of new GAC and sand filter media and underdrain nozzles;
 - Repair of concrete surfaces using a crystalline water proofing product;
 - Leveling the filter launders between filter bays as much as reasonably possible without removing the portion cast within the gullet walls.

- The 30% design of the internal filter improvements will rely on as-built drawings and information from Carollo's filter evaluation. Three-dimensional scanning or additional survey is beyond the current scope of work.

Task 1 Meetings/Workshops:

1. Project Kick-off Meeting
2. Preliminary Design/30% Design Workshop

Task 1 Deliverables:

1. Pre-Kick-off meeting materials and meeting minutes provided after the meeting
2. Pre-workshop meeting materials and meeting minutes provided after the meeting
3. Preliminary Design Report (draft and final) (PDF)
4. 30% Design Drawings (PDF)
5. 30% Cost Estimate

PHASE 2 – DETAILED DESIGN

The purpose of this project phase is to provide professional services to complete design of the project elements described in the Preliminary Design Report and 30% drawings and to prepare construction contract documents including contract requirements, technical specifications, and drawings.

Task 2: 70% Design

Using the findings of the PDR, Consultant will develop 70 percent design drawings for structural and mechanical disciplines and major equipment specifications for CCWA review and input.

Subtask 2.1: 70% Design Drawings and Specifications

At the 70% level the drawings have progressed such that all project elements are shown and are generally coordinated across disciplines. Specifications are developed to a draft level, with specifications for major project elements advanced further to define project specific requirements.

The 70% design will include the following elements, advanced to the 70% design level:

- General drawings, including process flow diagram, design criteria, hydraulic profile, contractor setup and staging
- Plan and section drawings for filter facilities including separate discipline design drawings for structural and process mechanical elements

- Includes details on removal of existing materials and installation of new materials.
- Discipline specific typical details

Following delivery of the 70% design, CCWA will have the opportunity to review the drawings and provide comments. Discussion of the CCWA's review comments on the 70% Design will occur as part of the 70% Review Workshop (see Subtask 2.3, below).

Subtask 2.2: 70% Opinion of Probable Construction Cost

A 70% estimate of probable construction cost (OPCC) will be developed for the work described in the 70% Design. This estimate will be consistent with prescribed methodologies associated with a Class 3 estimate as defined by AACE.

Subtask 2.3: 70% Design Review Workshop

A workshop will be conducted with the design team and CCWA staff to review the 70% design and obtain CCWA feedback, including discussion of Authority comments on the 70% design deliverable. Outcomes from the 70% Review workshop, Authority comments, and associated discussions between the design team and CCWA staff will be incorporated into the 100% deliverable under Task 3.

Task 2 Assumptions:

- The level of effort for the detailed design phase (including subsequent Phase 2 tasks) assumes the same project elements as indicated for development of the PDR and 30% Drawings assumptions (Phase 1).
- The 70% Design Review Workshop shall be hybrid (in-person and virtual) and attended in-person by three Consultant team members. Virtual attendees may be added to provide additional insights or expertise, where needed. Consultant's senior reviewer shall attend the workshop. Workshop duration shall be two hours.

Task 2 Meetings/Workshops:

1. 70% Design Review Workshop

Task 2 Consultant Deliverables:

1. 70% Design Drawings and Specifications (PDF and Word)
2. 70% Cost Estimate

Task 3: 100% Design

Consultant will progress the drawings and specifications to a 100% design level and prepare a 100% deliverable, including a 100% cost estimate, for CCWA review.

Subtask 3.1: 100% Design Drawings and Specifications

At the 100% level the drawings have progressed such that all project elements are shown and are coordinated in greater detail across disciplines. Specifications are developed to a project specific level, with specifications for major project elements advanced to completion. The 100% design will include all project elements, advanced to a 100% design level

Following delivery of the 100% design, CCWA will have the opportunity to review the drawings and provide comments. Discussion of the CCWA's review comments on the 100% Design will occur as part of the 100% Review Workshop (see Subtask 3.3, below). Following 100% submittal, review, and concurrence with Authority comments and Consultant responses, all elements of the project will be considered firm (frozen).

As part of development of the 100% design specifications, Consultant will review CCWA bidding documents, General Conditions, and Supplemental General Conditions for consistency with technical specifications, fill out the bid schedule, and will provide comments and recommendations.

Subtask 3.2: 100% Opinion of Probable Construction Cost

A 100% estimate of probable construction cost (OPCC) will be developed for the work described in the 100% Design. This estimate will be consistent with prescribed methodologies associated with a Class 2 estimate as defined by AACE.

Subtask 3.3: 100% Design Review Workshop

A workshop will be conducted with the design team and CCWA staff to review the 100% design and obtain CCWA feedback, including discussion of Authority comments on the 100% design deliverable. Outcomes from the 100% Review workshop, Authority comments, and associated discussions between the design team and Authority staff will be incorporated into the Final Bid Set under Task 4.

Task 3 Assumptions:

- The 100% Design Workshop shall be hybrid (in-person and virtual) and attended in-person by three Consultant team members. Virtual attendees may be added to provide additional insights or expertise, where needed. Consultant's senior reviewer shall attend the workshop. Workshop duration shall be two hours.

Task 3 Meetings/Workshops:

2. 100% Design Review Workshop

Task 3 Consultant Deliverables:

3. 100% Design Drawings and Specifications (PDF and Word)
4. 100% Cost Estimate

Task 4: Final Bid Set Deliverable

Consultant will progress the drawings and specifications to a final bid set and prepare the bid set deliverable.

Subtask 4.1: Bid Set Drawings and Specifications

At the final bid set all drawings and specifications are complete and ready for bidding.

Task 4 Assumptions:

- CCWA will prepare bidding documents using Consultant-provided drawings and technical specifications, and CCWA front end documents.
- The estimate of probable construction cost will not be updated from the 100% submittal.
- The final bid set submittal will be digitally signed and sealed.

Task 3 Meetings/Workshops:

1. None

Task 3 Consultant Deliverables:

1. Final bid set Drawings and Specifications (PDF)

Task 5: Project Management

The purpose of this task is to direct project design activities, while maintaining the project within the contracted scope, schedule, and budget. This includes project setup, administration, monthly invoicing, and client and team coordination. Additionally, this task includes quality assurance and quality control of the entire project.

Subtask 5.1: Project Management

Invoice Management

Invoices for the Consultant's Services and expenses shall be reviewed and signed by the Consultant's Project Manager before being sent to the Authority. Invoice format and content shall conform with the Authority's invoicing requirements.

Client and Team Management and Project Setup

Consultant shall conduct regular project manager phone check-ins with the Authority's Project Manager to discuss project progress, identify issues, and answer project questions as they arise. It is anticipated that the Consultant will conduct monthly meetings with CCWA.

Consultant will manage the project team to track time and budget, work elements accomplished, work items planned for the next period, manpower, scope changes, time and budget needed to complete the project.

Internal collaboration and coordination between Consultant team members will be facilitated through email, phone, and Consultant's internal file management systems. Team meetings will be held as needed, at the Consultant's discretion. Consultant shall set up and enforce project standards for file storage, communications, and reporting.

Subtask 5.2: Quality Assurance and Quality Control (QA/QC)

Carollo's internal Quality Assurance and Quality Control (QA/QC) for the project is allocated as a discrete activity to reserve budget for this important project element. This QA/QC step will occur before any deliverable is submitted to CCWA.

Task 5 Assumptions:

- Invoices will be submitted monthly.
- Monthly meetings will be attended by the Project Manager and Authority staff. Additional team members may be added to the meeting on an as needed basis. Meeting duration shall be one hour

Task 5 Meetings/Workshops:

1. Project Kick-off Meeting.
2. Monthly progress meetings.

Task 5 Consultant Deliverables:

1. Monthly Progress Reports and Invoices

EXHIBIT C

Cost Proposal
 Central Coast Water Authority
 Engineering Services for the Filter Media and Underdrain Nozzle Replacement Project

Task	Task Description	Patrick Carlson, Principal-In-Charge	Stetson Bassett, Project Manager	Taylor Romenesko, Technical Support	Nahel Ali, Design Support	Julia Cummings, Mechanical Lead	James Doering, Structural Lead	Ben Carlisle, Construction Specialist	Cost Estimating Engineer	Senior Review Engineer	Lead Professional	Senior CAD Designer	CAD Designer	Document Processing / Clerical	Labor Hours	Labor Costs	Other Direct Costs	PECE (\$16/hr)	Total
		\$364	\$268	\$268	\$250	\$220	\$345	\$345	\$353	\$364	\$250	\$210	\$179	\$157					
1	Preliminary Design Report	16	60	14	34	92	12	8	20	0	0	16	0	4	276	\$ 72,344	\$ 5,200	\$ 4,416	\$ 82,000
2	70% Design Bid Documents	5	18	4	21	51	8	2	40	10	33	2	57	10	261	\$ 65,839	\$ 2,660	\$ 4,176	\$ 72,700
3	100% Design Bid Documents	5	19	5	22	56	9	2	20	11	36	2	51	10	248	\$ 61,050	\$ 2,540	\$ 3,968	\$ 67,600
4	Final Bid Document Set	0	2	2	7	19	2	0	0	2	14	8	0	10	66	\$ 15,170	\$ -	\$ 1,056	\$ 16,200
	Subtotals for Tasks 1 - 4	26	99	25	84	218	31	12	80	23	83	28	108	34	851	\$ 214,403	\$ 10,400	\$13,616	\$238,500
5	Project Management	22	36	2	0	2	2	0	0	30	0	0	0	0	94	\$ 30,242	\$ -	\$ 1,504	\$ 31,700
	5.1 - Project Management	14	36	2	0	2	2	0	0	0	0	0	0	0	56	\$ 16,410	\$ -	\$ 896	\$ 17,300
	5.2 - QA/QC Review	8	0	0	0	0	0	0	0	30	0	0	0	0	38	\$ 13,832	\$ -	\$ 608	\$ 14,400
	Project Totals	48	135	27	84	220	33	12	80	53	83	28	108	34	945	\$ 244,645	\$ 10,400	\$15,120	\$270,200

EXHIBIT D

Schedule	2025	2026			
Task Name	FEB	MAR	APR	MAY	JUN
Notice to Proceed (assumed)	● 2/1				
Monthly Meetings	●	●	●	●	●
Preliminary Design Report (PDR)	■				
PDR Submittal	■				
PDR District Review		■			
PDR Workshop			● 3/31		
70% Design			■		
70% Design/Submittal			■		
70% Design District Review				■	
70% Workshop				● 5/15	
100% Design				■	
100% Design/Submittal				■	
100% Design District Review					■
100% Workshop					● 6/15
Final Bid Set					■
Construction Cost Estimate	■				
Project Management	■				

LEGEND	
■	Task
■	Summary
●	Notice to Proceed
●	Monthly Meeting
●	Workshop



CENTRAL COAST WATER AUTHORITY

MEMORANDUM

January 12, 2026

TO: CCWA Board of Directors

FROM: David Beard
Deputy Director of Operations and Engineering

SUBJECT: Professional Consulting Services Agreement for 2025 Urban Water Management Plan

SUMMARY

The California Urban Water Management Planning Act requires every urban water supplier to prepare and adopt an Urban Water Management Plan (UWMP). The Central Coast Water Authority (CCWA) is considered an urban water supplier because it is classified as a public water system by the California State Water Resources Control Board, Division of Drinking Water and it supplies more than 3,000 acre-feet of water per year.

RECOMMENDATION

CCWA staff recommend the CCWA Board of Directors authorize the Executive Director to execute a Professional Consulting Services Agreement with Provost & Pritchard Consulting Group to prepare CCWA's 2025 Urban Water Management Plan in an amount not to exceed \$44,200.

DISCUSSION

Provost and Pritchard Consulting Group (P&P) prepared CCWA's 2015 and 2020 UWMPs and provided a proposal to prepare CCWA's 2025 UWMP in an amount of \$44,200. P&P's proposed tasks include reviewing and updating the 2020 UWMP to meet the requirements for wholesale UWMPs and approval by the Department of Water Resources. P&P anticipates having a draft UWMP ready within four months after receiving a notice to proceed. CCWA's final UWMP must be adopted by CCWA's Board of Directors and submitted to the California State Library by July 1, 2026.

CCWA staff recommend transferring \$44,200 of unexpended Executive Recruiting Services funds in the Fiscal Year 2025-26 Administration Budget to develop the 2025 UWMP. Executive Recruiting Services has a budgeted amount of \$100,000 and an anticipated final cost of \$30,000.

ENVIRONMENTAL REVIEW

None. Not applicable.

Attachments:

- A. Professional Consulting Services Agreement with Provost & Pritchard Consulting Group in the Amount Of \$44,200.

PROFESSIONAL CONSULTING SERVICES AGREEMENT
(Single Project)

This Professional Consulting Services Agreement (“Agreement”) is made this ___ day of _____, 20__ (“Effective Date”), by and between the Central Coast Water Authority (“CCWA”), and Provost & Pritchard Consulting Group, (“Consultant”), at Buellton, California, with reference to the following facts and intentions:

- A.** CCWA owns and operates the Polonio Pass Water Treatment Plant (“WTP”) located in northern San Luis Obispo County that treats water from the State Water Project. CCWA also operates a water pipeline (“Pipeline”) for delivery of treated water from the WTP to locations in San Luis Obispo and Santa Barbara Counties. The southern terminus of the Pipeline is located at the Santa Ynez Valley Pumping Plant, where the treated water is de-chlorinated and pumped through another pipeline into Lake Cachuma. The above CCWA facilities are collectively referred to as the “Facilities”;
- B.** CCWA requires the services of a highly qualified consultant with the requisite knowledge, skill, ability and expertise to provide the necessary consulting services to update CCWA’s 2020 Urban Water Management Plan (“UWMP”) to meet California Water Code requirements for wholesale UWMP and submit the 2025 UWMP for approval by the Department of Water Resources (“Project”);
- C.** Consultant represents to CCWA that it is fully qualified and available to perform consulting services for and as requested by CCWA for the Project; and,
- D.** CCWA and Consultant agree to enter into this Agreement for performance of consulting services for the Project on the terms and conditions stated in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. SERVICES BY CONSULTANT.

1.1. Retention. CCWA retains Consultant to perform, and Consultant accepts CCWA's retention and agrees to perform, the consulting services as specified by CCWA within the designated time frames (“Services”). Consultant shall diligently perform the obligations and responsibilities required by this Agreement.

1.2. Services. The Services to be performed by Consultant under this Agreement generally involve consulting services for updating CCWA’s 2020 UWMP by collecting and reviewing data, documenting water supplies and demands, summarizing demand management measures, and preparing draft and final reports for CCWA’s 2025 UWMP, which is more specifically described in the attached **Exhibit A**, and incorporated by this reference.

1.3. Extra Services. Authorization by CCWA for the Services may, at the discretion of CCWA, include allowances and allocation of funds for the Services at the discretion of CCWA in addition to those provided above (“Extra Services”). The Extra Services shall be defined as any services other than the Services described above, which are authorized by CCWA and performed by Consultant. Prior to performing the Extra Services, Consultant shall submit a written request for the Extra Services and obtain the written approval of CCWA. The request for the Extra Services shall, at a minimum,

include a description of the Extra Services to be performed, the reason why the Extra Services are needed or required, a schedule for completion of the Extra Services and the cost (including all fees, costs and expenses, direct and indirect) for performance of the Extra Services. Each approved Extra Services request shall be tracked and billed separately. Payment for the Extra Services shall not be made to Consultant unless the Extra Services have been approved by CCWA in writing prior to the Extra Services being performed. Consultant shall commence work on the Extra Services only upon written notice to proceed issued by CCWA. Authorized Extra Services, if any, shall be attached to this Agreement, marked as exhibits, and will be incorporated by this reference. The term Services, as used in this Agreement, shall include any authorized Extra Services.

1.4. Labor and Materials. Consultant shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the Services to be performed under this Agreement. Consultant shall give its full attention and supervision to the fulfillment of the provisions of this Agreement by its employees and subconsultants and shall be responsible for the timely performance of the Services required by this Agreement.

1.5. Methods. Consultant shall have sole and absolute discretion in determining the methods, details and means of performing the Services. CCWA shall not have any right to direct the methods, details and means of the Services, except that CCWA shall have the right to approve the assignment, or any change of any assignment, of Consultant's project manager, key personnel and the right to approve subconsultants and subconsultant agreements for services or materials under this Agreement.

1.6. Review. Consultant shall furnish CCWA with reasonable opportunities from time to time to ascertain whether the Services are being performed in accordance with this Agreement. All work performed and materials furnished by Consultant shall be subject to CCWA's reasonable review and approval. CCWA's review and approval of the Services shall not, however, relieve Consultant of any of its obligations under this Agreement.

1.7. Modifications. When the Services include preparation of drawings or other contract documents by Consultant, and when the drawings or other contract documents so prepared are found during the course of construction to require modification due to negligent errors or omissions, such modifications shall be made by Consultant without additional compensation. Where such contract documents are used in bidding a project for construction, Consultant shall assume full responsibility for any reasonable additional compensation due the construction contractor(s) as a result of delays or changes directly resulting from the required changes in the drawings and/or documents due to Consultant's negligent omissions or errors. This provision shall apply even after acceptance and approval by CCWA of drawings and/or other contract documents. Consultant represents to CCWA that all project designs, plans, drawings and other construction documentation for a project will be constructible.

1.8. Representatives and Personnel. David R. Beard shall be the principal representative of CCWA for purposes of this Agreement. Consultant designates **XXXXXX** as its principal representative and principal personnel for the performance of the Services under this Agreement, which person shall not be changed without CCWA's prior written approval.

1.9. Standard of Care. Consultant shall perform the Services in a manner consistent with the care and skill ordinarily used by members of Consultant's profession practicing under the same

or similar circumstances in the State of California. Consultant shall perform the Services as expeditiously as is consistent with the requirements of CCWA (including, without limitation, the project budget and schedule) and the professional skill and care required under this Agreement. If Consultant's Services do not conform to this standard, in CCWA's reasonable judgment and discretion, and CCWA so notifies Consultant, Consultant agrees to immediately take all action necessary to remedy the nonconformance. Any costs incurred by Consultant to correct such nonconformance will be at Consultant's sole expense. To the extent Consultant fails to correct such nonconformance to CCWA's satisfaction, or CCWA deems Consultant incapable of correcting such nonconformance to CCWA's satisfaction, CCWA may elect to have a third party (including a subconsultant of Consultant) correct such nonconformance at Consultant's sole expense.

1.10. Compliance with Law and Policies. Consultant and its agents will comply with all federal, state and local laws, rules and regulations applicable to it and its agents, including the Occupational Safety and Health Act ("OSHA"), non-discrimination laws, immigration law and work authorization requirements, tax and withholding obligations, and wage and hour requirements (including those related to classification of employees and payment of minimum wage and overtime), in the performance of the Services. Consultant will be responsible for providing, at Consultant's expense, and in Consultant's name, all licenses and permits usual or necessary for performing the Services. Consultant and its agents also will comply with CCWA policies that may be applicable to them, as they may be modified from time to time, including CCWA's policies against harassment and discrimination and other policies.

2. COOPERATIVE EFFORT.

2.1. Cooperation by CCWA. CCWA shall make available to Consultant all data and information in the possession of CCWA, which CCWA deems necessary for Consultant to perform the Services. CCWA shall actively aid and assist Consultant in obtaining such other information deemed necessary from other agencies, entities or individuals. Consultant may rely upon information developed exclusively by CCWA.

2.2. Coordination with CCWA. CCWA shall confer with Consultant, either directly or through CCWA's staff, in regard to performance of the Services. The work in progress shall be reviewed from time to time by CCWA at the discretion of CCWA or upon the request of Consultant. If the Services comply with this Agreement, they will be approved. If the Services fail to comply, CCWA will inform Consultant of changes or revisions necessary to secure approval. Corrections of work as a result of errors, omissions or lack of detail in the Services shall not result in additional cost or expense to CCWA. At the request of CCWA, Consultant shall regularly detail the time, materials, costs, expenses and other effort for the Services for accomplishment by Consultant, so that CCWA is regularly advised, in writing, of Consultant's progress, all in a written form reasonably approved by CCWA.

2.3. Coordination of Effort. CCWA and Consultant shall cooperate in good faith to achieve the maximum benefit of the Services. Consultant and CCWA, and other parties, as necessary, shall meet at regular intervals as mutually agreed upon, during the course of the work, to review, approve and plan the Services.

3. TERM. This Agreement shall commence on the Effective Date and terminate upon CCWA's acceptance of the Services and final payment to Consultant ("Term"), unless terminated earlier pursuant to this Agreement.

4. COMPENSATION.

4.1. The Services. CCWA shall pay Consultant compensation in monthly installments, based on the progress of the Services, in accordance with the Consultant's hourly rate schedule, which is attached as **Exhibit B** and incorporated by this reference, and costs and expenses incurred by Consultant. Consultant shall perform the Services on a time and material basis, unless otherwise specified. Consultant agrees that the maximum amount for the performance of the Services is \$44,200, which is a "not-to-exceed" figure, which includes all fees, costs and expenses to be paid to Consultant to perform the Services.

4.2. Invoices. Consultant shall keep accurate records of the hours expended and reimbursable costs and expenses accrued for the Services, along with separate records for each Extra Service. Reimbursable costs shall only be those for third party expenses that are not normal administrative costs (no additional compensation shall be paid for overhead or profit) and shall be reimbursable. Actual time expended in providing the Services will be charged. Prior authorization by CCWA is required for reimbursement of travel time and expenses. Within ten (10) days after the end of each calendar month of the Term, Consultant shall submit separate invoices to CCWA itemizing the Services performed, the cost of the Services performed and the accrued reimbursable expenses and the budget amount and percentage remaining after invoice payment without reduction for retentions. Invoicing shall comply with the reasonable requests of CCWA so that CCWA receives the requisite detail it desires. CCWA shall pay Consultant the amount of each invoice within thirty (30) days of its receipt, but after verification of Consultant's invoiced Services, the accrued reimbursable expenses and the percentage of completion. The time records, invoices, receipts and other documentation supporting Consultant's invoices shall be available for review by CCWA upon reasonable notice and shall be retained by Consultant for five (3) years after completion of the Services.

4.3. Taxes/Insurance/Licenses. Consultant shall be solely responsible for the payment of all federal, state or local income tax, social security tax, worker's compensation insurance, state disability insurance and any other taxes or insurance which Consultant is responsible for paying as an independent contractor under federal, state or local law. Consultant will be solely responsible for payment of all compensation owed to its agents with respect to the Services, including all applicable federal, state and local employment taxes, and will make deductions for all taxes and withholdings required by law. No federal, state or local taxes of any kind will be withheld or paid by CCWA on behalf Consultant and/or its agents. Consultant acknowledges that the compensation paid pursuant to this Agreement will not be considered "wages" for purposes of the Federal Insurance Contributions Act ("FICA"), unemployment or other taxes. CCWA will issue Consultant an IRS Form 1099 with respect to payments made under this Agreement, and Consultant must promptly provide to CCWA a completed IRS Form W-9 and other documentation as may be needed from time to time by CCWA. Consultant will be responsible for performing all payroll and record-keeping functions required by law. Consultant shall procure and maintain all licenses necessary for the performance of the Services, all at the sole cost of Consultant. All of the above shall not be reimbursable under the Agreement.

4.4. Payment Withhold. In the event Consultant is unable to materially perform the Services under this Agreement; the Services are not completed as scheduled; the Services are completed unsatisfactorily or behind schedule; the Services are performed in an inadequate or untimely manner; or, there exists or may exist a meritorious claim against Consultant or CCWA arising out of the negligence or intentional acts of Consultant or Consultant's material breach of any provision of this Agreement, each as determined by the CCWA, then CCWA may withhold payment of any amount

payable to Consultant which is directly related to such event. CCWA also reserves the right to withhold payment upon termination of this Agreement in the event Consultant threatens not to comply or fails to comply with its obligations (including post-termination obligations) and/or breaches or threatens to breach this Agreement in any material respect, as determined by CCWA.

4.5. Termination. If the Services of Consultant are terminated by CCWA, in whole or in part, Consultant shall be compensated for all the Services performed and reimbursable costs incurred prior to the date of such notice of termination, provided the Services otherwise comply with this Agreement.

5. INSURANCE. Consultant shall procure and maintain in full force and effect during the performance of the Services pursuant to this Agreement, the following insurance:

5.1. Commercial General Liability. Commercial general liability insurance for bodily injury (including death), personal injury, property damage, owned and non-owned equipment, blanket contractual liability, completed operations, explosion, collapse, underground excavation and removal of lateral support covering Consultant's performance of the Services under this Agreement, which coverage shall be at least as broad as Insurance Services Office (ISO) Occurrence form CG 0001, and with a limit in an amount of not less than Two Million Dollars (\$2,000,000). If insurance with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to CCWA) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

5.2. Workers' Compensation and Employer's Liability Insurance. Workers' compensation insurance covering its employees in performance of the Services under this Agreement in accordance with statutory requirements and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee.

5.3. Professional Liability. Professional liability insurance coverage appropriate to Consultant's profession for protection from claims arising out of Consultant's wrongful acts, negligent actions, errors or omissions in performance of the professional services under this Agreement in an amount of not less than One Million Dollars (\$1,000,000) per claim and in the aggregate.

5.4. Automobile Liability. Automobile liability insurance for bodily injury and property damage which coverage shall be at least as broad as ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto), and with a limit in an amount of not less than One Million Dollars (\$1,000,000) each accident.

5.5. Cyber Liability. Cyber Insurance covering: (a) liability arising from theft, dissemination and/or use of Confidential Information (defined below) stored or transmitted in electronic form; and, (b) liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third-person's computer, computer system, network or similar computer related property and the data, stored software and programs. Such insurance will be maintained with limits of no less than \$2,000,000 per claim and in the annual aggregate, and may be maintained on a stand-alone basis, or as part of errors and omissions coverage. This insurance shall have a retroactive date that equals or precedes the Effective Date of this Agreement. Consultant shall maintain such coverage

until it has returned or destroyed the Confidential Information in its possession, custody or control, including any copies maintained for archival or record-keeping processes.

5.6. Excess/Umbrella Liability. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CCWA (if agreed to in a written contract or agreement) before CCWA's own primary or self-insurance shall be called upon to protect it as a named insured. The insurance coverage afforded by the umbrella or excess insurance shall be at least as broad as the underlying policy and following form of the underlying insurance.

The commercial general and automobile liability policies shall contain, or be endorsed to contain the following provisions: (1) CCWA, its elected officials, officers, agents and employees shall be named as additional insureds; (2) Consultant's insurance shall be primary insurance as respects CCWA, its elected officials, officers, agents and employees and any insurance, self-insurance or other coverage maintained by CCWA, its elected officials, officers, agents and employees shall not contribute to it; (3) any failure to comply with the reporting or other provisions of the policies including breaches and warranties shall not affect coverage provided to CCWA, its elected officials, officers, agents and employees; and (4) the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Each insurance policy shall state, or be endorsed to state, that coverage shall not be canceled or not renewed by the insurance carrier, except after thirty (30) days prior written notice has been given to CCWA in accordance with the standard ISO Accord form. All insurance shall be on an occurrence basis rather than a claims-made basis. Consultant shall provide thirty (30) days written notice to CCWA prior to the non-renewal of any policy or policies required by this Agreement. All insurance coverage, as initially provided and as modified or changed, shall be subject to reasonable approval by CCWA. Any deductible or self-insured retention must be declared to and approved by CCWA. Prior to the performance of the Services under this Agreement and at any subsequent time, upon request by CCWA, Consultant shall provide CCWA with Certificates of Insurance evidencing the above coverages. The Consultant shall, upon demand of CCWA, make available for inspection by CCWA certified copies of such policy or policies of insurance and the receipts for payment of premiums for all policies required to be furnished by Consultant. Consultant shall be responsible for requiring and confirming that each sub-consultant and subcontractor meets the minimum insurance requirements specified above. The above insurance coverage shall not limit the indemnification obligations of Consultant as provided below and the failure to maintain the required coverages shall constitute a material breach of this Agreement. All insurance is to be provided by insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by CCWA.

6. CONFLICT OF INTERESTS OF CONSULTANT. Consultant represents and warrants to CCWA that it presently has no actual or perceived conflict of interests, and covenants that it shall not acquire any interests, direct or indirect, financial or otherwise, which would conflict with the performance of the Services to be provided by Consultant under this Agreement. Consultant further covenants that in the performance of this Agreement, no agent, subconsultant or employee having such a conflict of interest shall be employed by Consultant. Consultant certifies that no one who has or will have any financial interest under this Agreement or within Consultant is an officer or employee of CCWA.

7. NON-DISPARAGEMENT. Consultant agrees that neither it nor its agents will, directly

or indirectly, take any action or make any statements, written or verbal, including statements on social media sites, that defame, disparage or in any way criticize the personal or business reputation, products, services, practices or conduct of CCWA or its officers, directors, employees, agents or other consultants. Consultant further agrees that neither it nor its agents will engage in any conduct, directly or indirectly, that may be detrimental to CCWA's mission, reputation, practices or conduct, including failing timely to provide payment to Consultant's agents. Nothing in this Agreement is intended to preclude Consultant or its agents from providing truthful testimony in response to valid legal process or otherwise truthfully cooperating with or reporting to governmental agencies, or from making other legally protected statements or disclosures.

8. INDEMNIFICATION. Consultant shall indemnify, defend and hold CCWA, as well as its elected officials, officers, agents and employees, harmless from and against any and all claims liabilities, damages, losses, actions, penalties, proceedings and expenses, including but not limited to attorneys', paralegal and experts' fees, costs and expenses, which arise out of or result from: (1) any and all negligent acts or omissions or willful misconduct of Consultant or of any employee, sub-consultant or subcontractor of Consultant in its performance of the Services and obligations pursuant to this Agreement; (2) the violation of any governmental law or regulation, compliance with which is the responsibility of Consultant; and (3) the failure, neglect or refusal of Consultant or of any employee, sub-consultant or subcontractor of Consultant to faithfully perform the Services and obligations under the Agreement in a manner which meets the required standard of care.

In this regard, if CCWA receives any claim or demand, or suffers any loss for which Consultant is responsible under the preceding paragraph ("Claim"), CCWA shall promptly provide written notification to Consultant stating the nature and circumstances of the Claim. Consultant shall investigate and respond to CCWA's notification of the Claim in writing within ten (10) business days, stating Consultant's opinion as to the validity of the Claim, the causes and responsibility forming the basis for the Claim, and intention as to Consultant's further action toward resolving the Claim.

During this period, Consultant may involve its insurance carrier(s) for advice and counsel, if Consultant deems appropriate, and shall either refer the entire matter to its insurance carrier and/or work diligently with CCWA and other involved parties to arrive at a mutually satisfactory resolution. In the event that the matter is referred to Consultant's insurance carrier, Consultant's written response shall include the name, address and telephone number of the insurance company contact assigned to the Claim.

CCWA shall, at all times participate and cooperate with Consultant in resolving the Claim. If Consultant shall fail to respond and take action to protect CCWA, in CCWA's reasonable opinion, CCWA shall have the right, but not the obligation, to undertake the resolution and/or defense of the Claim and to compromise or settle (exercising reasonable business judgment) the Claim, all at Consultant's cost and expense.

9. LIMITATION ON CCWA LIABILITY. CCWA will not be liable to Consultant or its agents for any incidental, indirect, special, consequential, punitive or reliance damages of any nature whatsoever, regardless of the foreseeability thereof (including, but not limited to, any claim for loss of services, lost profits or lost revenues) arising under or related to this Agreement, whether based on breach of contract, tort, breach of warranty, negligence or any other theory of liability in law or in equity. Consultant's remedy, if any, for any breach of this Agreement, will be solely in damages, and Consultant may look solely to CCWA for recovery of such damages. Consultant waives and relinquishes any right

Consultant may otherwise have to obtain injunctive or equitable relief against any third party with respect to any dispute arising under this Agreement. Notwithstanding anything to the contrary in this Agreement, CCWA's entire liability, and Consultant's ability to recover damages, at law or in equity with respect to any and/or all claims, damages, losses, costs or causes of action arising from or related to this Agreement (other than any action for payment of the Services and invoices related thereto) may not exceed the aggregate dollar amount paid by CCWA to Consultant under this Agreement.

10. TERMINATION.

10.1. Termination Without Cause by CCWA. CCWA may terminate this Agreement for any reason by giving Consultant at least thirty (30) days prior written notice of such termination. Such termination shall not relieve CCWA from responsibility for payment for the Services rendered by Consultant prior to the date of notice of termination but shall relieve CCWA of its obligations for the full payment of compensation due under this Agreement for the Services of Consultant incurred after the date of the notice of termination.

10.2. Termination With Cause by CCWA. CCWA may terminate this Agreement for cause, effective immediately upon written notice of termination to Consultant ("Notice"), based upon the occurrence of any of the following events after providing Consultant a reasonable opportunity to cure within 15 calendars after the date of the Notice and, if cured, CCWA shall not terminate the Agreement, as applicable. If the event triggering the Notice is not cured within such 15 days, CCWA's Notice shall be effective immediately afterwards:

- 1) Material breach of this Agreement by Consultant;
- 2) Cessation of Consultant to be licensed, as required by law;
- 3) Failure of Consultant to substantially comply with any applicable federal, state or local law or regulation;
- 4) Filing by or against Consultant of any petition under any law for the relief of debtors; and,
- 5) Conviction of Consultant's principal representative or personnel of any crime other than minor traffic offenses.

10.3. Termination without Cause by Consultant. Consultant may terminate this Agreement for any reason by giving CCWA at least sixty (60) days prior written notice of termination.

11. REPORTS, MAPS, AND DOCUMENTS. All Confidential Information (defined below), reports, recommendations, documents, drawings, plans, presentations, specifications, technical data, databases, charts, files and other information developed by or provided to Consultant and/or its agents in connection with Consultant's affiliation with CCWA are and will remain the property of CCWA. Upon termination of this Agreement for any reason, or at such earlier time as CCWA may request, Consultant and its agents shall immediately: (i) discontinue any use of the name, logo, trademarks, or slogans of CCWA; (ii) discontinue all representations or statements from which it might be inferred that any continuing relationship exists between Consultant and/or its agents and CCWA; (iii) provide to CCWA reproducible copies (including electronic versions if available, in native format and with all supporting materials such as fonts, graphics and attachments) of all work product prepared or modified

by Consultant and/or its agents and not previously provided to CCWA, whether completed or not; (iv) return to CCWA all tangible and intangible Confidential Information, property, documents and other information of CCWA, in whatever form or format, including originals and all copies of documents, drawings, computer printouts, notes, memoranda, specifications, hard drives, flash drives, disks or storage media of any kind, including all copies, summaries and compilations thereof, in the possession, custody or control of Consultant and/or its agents; (v) subject to record retention obligations, promptly and permanently delete any Confidential Information stored in the internal and/or personal email account(s), computer(s), electronic devices, voicemails, storage media and cloud-based storage (including external hard drives, flash drives, and discs) of Consultant and/or its agents, and certify the same to CCWA; and, (vi) provide CCWA with any and all passwords, source codes, security codes, administrative access information and/or other information in the possession of Consultant and/or its agents necessary to enable CCWA to obtain the benefit of the Services. All of the foregoing will be at the sole expense of Consultant. No failure of CCWA to enforce the disposition of materials under this Section, or to enforce it fully or promptly, will constitute, or be interpreted or construed as, a waiver of any right of CCWA under this Agreement, nor will it affect in any way the characterization of any material as Confidential Information or give Consultant any rights or license as to any such Confidential Information of CCWA, whether by implication, estoppel, act of law, or any other theory or reason. CCWA may use, duplicate, disclose and/or disseminate, in whole or in part, in any manner it deems appropriate, Consultant's work product. CCWA's use of Consultant's Work Product, except in connection with the Project, shall be at the sole risk of CCWA. Consultant in providing such documents to CCWA, may make such disclaimers as Consultant deems appropriate or necessary to protect its interests.

12. CONFIDENTIAL INFORMATION. In connection with the performance of the Services, Consultant and its agents will have access to information that has been developed by, created by or provided to CCWA (including without limitation, information created or developed by Consultant and/or its agents) that has commercial value to CCWA's business, and is not generally known to the public or others, or is otherwise required to be kept confidential by CCWA (all of which is referred to as "Confidential Information").

12.1 Definition. Confidential Information includes any information (whether in paper or electronic form, or contained in the memory of Consultant and/or its agents, or otherwise stored or recorded) that is not generally known and relates to CCWA's business, if such information has been expressly or implicitly protected by CCWA from unrestricted use by persons not associated with CCWA. Confidential Information includes, but is not limited to, information contained in or relating to the manner and details of CCWA's operation, organization and management; passwords; concepts; programs; trade secrets; product designs; innovations; source codes and documentation; software; data; protocols; best practices; plans and proposals; processes and techniques; projects; the identities and contact information of, and details regarding CCWA's relationship with, actual and prospective stakeholders, contractors and vendors; fees and charges by CCWA; pricing data and related information; applicant and employee personnel information; financial information; and legal and business strategies and plans, as well as any other information marked "confidential," "proprietary," "secret" or the like. Confidential Information also includes information of CCWA's member agencies, affiliates, customers, vendors, consultants, referral sources, contractors, partners, stakeholders, directors, officers, shareholders, investors, employees and other third parties that was disclosed or entrusted to CCWA or to Consultant and/or its agents in the course of business and/or in the course of performing the Services with the expectation of confidentiality.

12.2. Requirements. Consultant agrees that the Confidential Information made

available to it and its agents will be used solely for the purpose of performing the Services and will be kept strictly confidential by Consultant and its agents. Consultant agrees that, unless authorized in writing by CCWA, neither Consultant nor its agents will, directly or indirectly, disclose or use any Confidential Information for their own benefit or for the benefit of any individual or entity other than CCWA, either during the Term or thereafter. In addition, without CCWA's prior written consent, Consultant will not modify, disassemble, reverse engineer or decompile any Confidential Information, or copy, retransmit or otherwise reproduce for, or distribute to third parties any Confidential Information. Nothing contained in this Agreement will require CCWA to transmit any Confidential Information to Consultant, or be construed as granting any license or any other rights with respect to CCWA's proprietary rights or Confidential Information.

12.3. Requests to Disclose. If, during the Term or at any time thereafter, Consultant or its agents receive a request to disclose any Confidential Information, whether under the terms of a subpoena, court order, or other governmental order or otherwise, Consultant and/or its agents will notify CCWA immediately of the details of the request (unless prohibited from doing so by applicable law), including providing a copy thereof, and will consult with CCWA on the advisability of taking legally available steps to resist or narrow such request. If disclosure of such Confidential Information is required to prevent Consultant and/or its agents from being held in contempt or subject to other penalty, Consultant and its agents will furnish only such portion of the Confidential Information as, in the written opinion of legal counsel satisfactory to CCWA, Consultant and/or its agents are legally compelled to disclose, and Consultant and its agents will use their best efforts to assist CCWA in obtaining an order or other reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information.

13. DISPUTES. Any dispute arising out of or relating to this Agreement, including the alleged breach, termination, validity, interpretation and performance ("Dispute") shall be resolved with the following procedures:

13.1 Negotiation. Upon written notice of any Dispute, the parties shall attempt to resolve it promptly by negotiation between executives who have authority to settle the Dispute and this process shall be completed within 30 days ("Negotiation").

13.2 Mediation. If the dispute has not been resolved by Negotiation in accordance with Section 13.1, then the parties shall proceed to mediation unless the parties at the time of the Dispute agree to a different timeframe. A "Notice of Mediation" shall be served, signifying that the Negotiation was not successful and to commence the mediation process. The parties shall agree on a mediator; however, if they cannot agree within 14 days then a mutually agreeable local mediation service provider shall appoint a mediator. The mediation session shall be held within 45 days of the retention of the mediator, and last for at least one full mediation day, before any party has the option to withdraw from the process. The parties may agree to continue the mediation process beyond one day, until there is a resolution, or one party or the mediator states that there is no reason to continue because of an impasse that cannot be overcome and sends a "notice of termination of mediation." All reasonable efforts will be made to complete the mediation within 30 days of the first mediation session. During the course of the mediation, no party can assert the failure to fully comply with Section 13.2, as a reason not to proceed or to delay the mediation. The service of the Notice of Mediation shall stay the running of any applicable statute of limitations regarding the Dispute until 30 days after the parties agree that the mediation is concluded or the mediator issues a Notice of Impasse. Each side shall bear their own attorney fees and costs and an equal share of the mediation costs unless the parties agree otherwise.

All communications, both written and oral, during phases 13.1 and 13.2 are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation and/or Mediation processes. The Mediation process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

13.3. Litigation. All or any portion of the Dispute not resolved through Negotiation or Mediation in accordance with paragraphs 13.1 and 13.2 may be resolved by either party commencing an action in court in accordance with the terms and conditions of this Agreement. Prior to commencing an action in court, the party seeking to initiate the litigation shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against CCWA. For purposes of those provisions, the running of the time within which a Claim must be presented to CCWA shall be tolled from the time the party submits its written Claim until the time the Claim is denied, including any time utilized by any applicable meet and confer process.

14. GENERAL PROVISIONS.

14.1. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be sent by email and sent by: (1) personal service, which shall be deemed to have been duly given on the date of service; (2) next day delivery service (Fedex, UPS, or similar overnight delivery service), which shall be deemed to have been given on the first day after sending: or, (3) first-class mail, registered or certified, return receipt requested, postage prepaid, which shall be deemed delivered on the second day after mailing, and properly addressed as follows:

To: David R. Beard
Central Coast Water Authority
255 Industrial Way
Buellton, CA 93427
Email: drb@ccwa.com

With Copy To: Stephanie Osler Hastings
Brownstein Hyatt Farber Schreck, LLP
1021 Anacapa Street, Second Floor
Santa Barbara, CA 93101
Email: shastings@bhfs.com

To Consultant: XXX
Provost & Pritchard Consulting Group
455 W. Fir Avenue
Clovis, CA 93611
Email:

Any party may change their address for the purpose of this paragraph by giving the other party written

notice of the new address in the above manner.

14.2. Attorneys' Fees. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach or default in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

14.3. Independent Contractor. The parties, in the performance of the Services under this Agreement, will be acting in an independent contractor relationship and not as agents, employees, partners, or joint venturers of one another. It is the express intention of the parties that Consultant is an independent contractor and not CCWA's employee, that the employees of Consultant are not CCWA's employees and that Consultant, its subconsultants and their employees are not eligible for benefits from CCWA or any related entity, including workers' compensation, unemployment insurance, expense reimbursement, health, dental, vision, life or disability insurance, paid holidays, paid sick leave, vacation or other paid time off, pension, educational assistance, continuing education reimbursement, or any other employee benefit that may be offered now or in the future.

14.4. Labor Conditions. CCWA is a public entity in the State of California, as such, CCWA and Consultant are subject to the provisions of the Government Code and the Labor Code of the State of California. All provisions of law applicable to public contracts and/or this Agreement are incorporated by this reference and are made a part of this Agreement to the same extent as if they were fully stated in the Agreement and will be complied with by Consultant.

14.5. No Third-Party Beneficiaries. This Agreement is between CCWA and Consultant, and creates no individual rights for any agents of Consultant. No agent of Consultant will be deemed to be a third-party beneficiary hereunder, nor will any agent of Consultant be deemed to have any employment or contractual relationship with the CCWA as a result of this Agreement or its performance of Services for Consultant.

14.6. No Authority to Bind CCWA. Neither Consultant nor its agents have any authority, right or ability to bind or commit CCWA in any way or incur any debts or liabilities in the name of or on behalf of CCWA (including, without limitation, by entering into contracts or agreeing to contract terms) without the express prior written consent of CCWA in each individual instance, and will not attempt to do so or imply that it may do so.

14.7. Force Majeure. Each party's obligations under this Agreement will be suspended during the duration of events beyond that party's reasonable control (including labor strikes, lockouts, enactment of laws or regulations, civil unrest, pandemics, diseases, measures implemented by any governmental authority, and acts of God). A party seeking to rely on this provision shall: (i) use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the force majeure event; (ii) use its commercially reasonable efforts to mitigate the effects of such force majeure event, remedy its inability to perform, and resume full performance of its obligations under this Agreement; and, (iii) promptly provide notice of failure or delay in performance due to a force majeure event to the other party, including anticipated impact on performance and efforts to migrate the failure or delay. If Consultant suspends the Services for a period in excess of thirty (30) calendar/business days due to a force Majeure event, CCWA may elect to terminate this Agreement

immediately afterwards by providing written notice, notwithstanding anything to the contrary in this Agreement.

14.8. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

14.9. Labor Requirements. Consultant shall abide by all federal and California laws and regulations regarding wages, including, without limitation, the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code and the California Labor, Revenue, Taxation and Unemployment Codes, which, in part, require Consultant to pay the general prevailing wage rates for regular time and/or overtime. The Consultant shall defend, indemnify and hold CCWA, as well as its officers, agents and employees, harmless from and against all claims, damages, losses and expenses brought by, or due to, its employees, subcontractors, or employees of its subcontractors, including wages and/or overtime compensation due said employees under this Agreement or attorneys' fees and costs in defense of any claim or obligation under the above laws.

14.10. Assignment. This Agreement shall not be assigned by Consultant to any third party without the prior written consent of CCWA, who shall have the sole discretion to consent or not to consent to any proposed assignment since CCWA is relying upon the specific expertise of Consultant and its employees. Any attempted assignment without approval of CCWA shall be null and void.

14.11. Waiver. No waiver of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

14.12. Construction of Terms. All parts of this Agreement shall in all cases be construed according to their plain meaning and shall not be construed in favor or against either of the parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated. In the event of such invalidity, voidness or unenforceability, the parties hereto agree to enter into supplemental agreements to effectuate the intent of the parties and the purposes of this Agreement.

14.13. Controlling Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California, with venue proper only in the City and County of Santa Barbara, State of California.

14.14. Authorization. All officers and individuals executing this and other

documents on behalf of the respective parties certify and warrant that they have the capacity and have been duly authorized to execute said documents on behalf of the entities indicated.

14.15. Discrimination. No person shall be excluded from employment in the performance of this Agreement on the grounds of race, creed, color, sex, age, marital status or place of national origin. Consultant shall comply with all local, state and federal laws relating to equal employment opportunity rights.

14.16. Time of the Essence. Time is of the essence for Consultant's performance of the Services pursuant to this Agreement for CCWA to timely complete projects and enable CCWA to provide reliable water service to its member agencies without interruption and to avoid increasing and/or extra costs if projects are delayed. The parties recognize that all time deadlines and schedules are maximums, and services outlined must be performed as agreed, as otherwise a project may be significantly jeopardized and/or lost entirely. Any breach of any time deadline or schedule by Consultant is agreed by the parties to be a material breach of this Agreement, providing CCWA with termination rights under this Agreement, in addition to its rights to recover damages. The failure on the part of Consultant to perform the Services within such time deadline or schedule when such failure is caused by acts beyond the control of Consultant shall not be considered a breach of this Agreement and Consultant shall be entitled to an extension of such time deadline or schedule accordingly. Acts beyond the control of Consultant shall include, but not be limited to, acts or neglect of CCWA, other governmental agencies, any third parties having responsibility over Consultant or CCWA with respect to Consultant's performance of services or the setting of any time deadlines or schedules, and fires, floods, epidemics, strikes or labor disputes, abnormal weather conditions or Acts of God.

14.17. Entire Agreement. This Agreement with its attached exhibits, which are incorporated by this reference, constitutes the entire agreement between the parties pertaining to the Services to be provided by Consultant and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. This Agreement may be altered, amended or modified only by a supplemental writing executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

IN WITNESS WHEREOF, the parties have executed this Agreement at the place and as of the date first written above.

CCWA

CONSULTANT

Central Coast Water Authority

(Print Name)

By: _____
Ray Stokes, Executive Director

By: _____

Print Name and Title)

APPROVED AS TO FORM:

Brownstein Hyatt Farber Schreck, LLP

By: _____
Stephanie Osler Hastings,
Attorneys for CCWA

EXHIBIT A

Scope of Services

TASK 1: PROJECT MANAGEMENT AND MEETINGS

Consultant project manager will track work progress, maintain and update the project schedule, review expense reports, manage internal personnel resources, and coordinate with CCWA staff. It is anticipated there will be four monthly project status meetings, with one meeting held in person (if feasible) and the remainder held by conference call. Consultant will prepare agendas and minutes for each meeting.

TASK 2: DATA COLLECTION AND REVIEW

The Project Team is committed to making the data collection a seamless and streamlined effort to minimize the disruption to CCWA staff. Consultant will develop a list of information needs and present this to CCWA at the kick-off meeting. Consultant will fill in data needs with information from existing reports and public sources and then request that CCWA fill in missing information. The data collected will be reviewed and collated to prevent gaps.

TASK 3: SYSTEM DEMAND ANALYSIS

Current and future water demands for the thirteen Project Participants will be documented. This chapter will also include energy usage, if available, for conveying, storing, treating and delivering water supplies. Consultant will work with CCWA to estimate energy usage from available records.

TASK 4: WATER SUPPLY ANALYSIS

Surface water supplies will be evaluated based on historical records, published sources, published forecasts on SWP reliability, and the CCWA Water Management Strategies Report. A water supply analysis will be conducted over a 25-year period for normal year, single dry-year, and multiple dry-year scenarios.

TASK 5: DEMAND MANAGEMENT MEASURES

Consultant will summarize CCWA's demand management measures including goals, existing programs, overall progress, and anticipated future programs. Demand management measures required for wholesale water agencies will be discussed and documented.

TASK 6: SUPPLY RELIABILITY AND WATER SHORTAGE CONTINGENCY PLAN

Consultant will provide a discussion on CCWA's water supply reliability, water year type reliability, supply and demand comparisons, water quality and regional water supply reliability. Requirements include preparing a five-year drought risk assessment, and discussing seismic risk and mitigation plans for water facilities. It is assumed no major changes or updates are needed for the Water Shortage Contingency Plan document.

TASK 7: UWMP PREPARATION AND SUBMITTAL

Draft and Final Report

The UWMP chapters and appendices will be compiled into a Draft report for review by CCWA and the Project Participants, and then the general public. After comments have been received, Consultant will finalize the UWMP and upload the necessary documents into the DWR Online Submittal Tool (DOST).

UWMP Adoption and Submittal

The process for plan adoption requires a public hearing to give the general public an opportunity to discuss and provide comments. Prior to the public hearing the CCWA is required to make the plan available for public review on their website and their office. Consultant can also prepare a Resolution for Adoption of the updated UWMP. If needed, Consultant will also give a presentation to the CCWA on the UWMP update. The final document will then be uploaded onto the DOST.

TASK 8: PUBLIC OUTREACH ACTIVITIES

Consultant will help CCWA comply with public outreach efforts required for wholesale UWMPs. These include:

- Prepare UWMP Update Notification Letters for CCWA to send to other agencies and stakeholders.
- Draft public notices for publication in local newspapers. It is assumed that CCWA will coordinate and pay fees for publication.
- Prepare a draft Resolution for Adoption of the UWMP update.
- Participation at a public hearing in person or remotely, if needed.

An important component of the work is coordinating with the thirteen Project Participants who purchase water from CCWA. Detailed information must be collected from each participant on future population and water demand projections. This is especially important from a schedule standpoint, so they don't delay completion of the UWMP. These agencies need to be contacted early to ensure that their water demand projections or retail UWMP development coincide with CCWA's UWMP schedule. It is assumed that CCWA will directly contact the agencies for data, since that would likely be the most effective process.

DELIVERABLES

Project deliverables will include electronic copies of the following items (hard copies provided as noted):

- Meeting minutes and agendas
- Notice of public hearing for UWMP Adoption
- Plan update notification letters
- Resolution for UWMP adoption
- Draft UWMP
- Final UWMP (2 hard copies)

SCHEDULE

Consultant can complete a draft UWMP within four months after a notice to proceed. The goal is to have the UWMP completed and ready for adoption by CCWA on April 1, 2026. The UWMP is due to

the State by July 1, 2026. A detailed schedule will be developed with input from CCWA as soon as the project commences.

MEMORANDUM

TO: CCWA Board of Directors **FILE NUMBER:** 102869-0001
FROM: Jeff Dinkin and Jared W. Speier
DATE: January 15, 2026
SUBJECT: CalPERS Contributions for Executive Director Ray Stokes

The Concern

Executive Director Ray Stokes’ brought to our attention a concern about his employee contributions to CalPERS based on the terms of his employment agreement. His concern is based on the terms of the employment agreement CCWA and he entered into when he became the Executive Director effective July 1, 2013. Section 9 of his employment agreement states: “CCWA will fully pay 100% of both the employer and employee required contributions to the PERS as calculated by PERS on an annual basis.”

The contributions to Mr. Stokes’ CalPERS account were made pursuant to that agreement until July 1, 2017, when CCWA ceased making Mr. Stokes’ full employee contribution. The reason appears to be effective July 1, 2017 CCWA amended its Personnel Policy Manual and began requiring Classic Members such as Mr. Stokes to pay a portion of their CalPERS contribution.¹ Apparently, at the time CCWA required Mr. Stokes to pay that portion of his PERS contribution as well. The amount that CCWA did not pay from July 1, 2017 through the last pay period in December is \$28,036.51.² I have been informed that CCWA will go back to paying 100% of Mr. Stokes’ employee contribution effective the first pay period in January 2026.

¹ “Employees hired prior to July 1, 2017 who are considered Classic Members under PEPR are responsible for payment, through payroll deduction, of one-half of the amount CCWA’s total normal employer cost rate”

² The breakdown of the amount owing is:

2017	\$26.26
2018	\$421.99
2019	\$1,295.64
2020	\$2,404.22
2021	\$3,035.66
2022	\$3,173.74
2023	\$4,633.86
2024	\$6,311.22
2025	\$6,733.92
Grand Total	\$28,036.51

Memorandum
January 15, 2026
Page Two

As a Classic Member, Mr. Stokes is entitled to retain his pre-PERPA benefit levels. Section 11 of his employment agreement states in relevant part: “In the event of a conflict between this Agreement and the Personnel Policies listed above [which includes section 3.16 dealing with retirement], the terms of this Agreement shall control.”

Conclusion and Recommendation

Mr. Stokes is entitled to CCWA continuing to make CalPERS contributions at pre-PEPRA levels on his behalf pursuant to the terms of his employment agreement. We recommend that the employee contributions made by Mr. Stokes since July 1, 2017 be reimbursed to him in the amount of \$28,039.51.

Brownstein Hyatt Farber Schreck, LLP

805.963.7000 main
1020 State Street,
Santa Barbara, California 93101

Memorandum

Stephanie Osler Hastings
Attorney at Law
805.882.1415 direct
shastings@bhfs.com

DATE: January 15, 2025

TO: CCWA Board of Directors

COPY TO: Ray Stokes, Executive Director

FROM: Stephanie Hastings

RE: Brownstein Legal Services: Proposed Legal Fee Adjustment (*Continued from December, 2025 Board Meeting*)

SUMMARY AND BACKGROUND

Brownstein is privileged and proud to serve as CCWA's legal counsel. As a result of Brownstein's long-term representation of CCWA, a public agency, Brownstein has substantially discounted its hourly rates for legal services provided on behalf of CCWA. Since July 1, 2023, Brownstein's special blended rate for CCWA has been \$495/hour for all legal professional and for all matters, regardless of the scope of work, complexity of the matter, or the experience or expertise of the legal professionals providing the service.

At CCWA's December, 2025 Board Meeting, Brownstein, CCWA's counsel, requested a fee increase for all Brownstein shareholders (senior lawyers), effective January 1, 2026, to reflect increases in the costs of providing legal services since July, 2023. The Board continued the matter to its January, 2026 board meeting.

Brownstein renews its request. No increase is requested for non-shareholders (associates and paralegals).

RECOMMENDATION

Approve Brownstein's request for a fee increase for Brownstein shareholders (senior lawyers) from \$495/hour to \$575/hour, effective January 1, 2026.

DISCUSSION

We request the following increase in Brownstein’s hourly billing rates for shareholders, leaving the current blended rate in place for all other legal professionals (associates and paralegals), effective January 1, 2026.

Brownstein Title	Current CCWA Special Rate (since 7/1/23)	Proposed CCWA Special Rate (effective 1/1/26)
Shareholder	\$495	\$575
Non-shareholders (associates and paralegals)	\$495	\$495

Reasons for requested change:

- Brownstein has not increased our hourly billing rate in more than two years, since July 1, 2023, and before that, not since 2020.
- As reflected on the Producer Price Index (PPI) for Legal Services,¹ the cost of legal services has increased 16.8% between July 1, 2023 and November 30, 2025.² Inflation information for December, 2025 is not yet available. The requested increase in the hourly rate for shareholders is 16.16%. No increase for non-shareholders is requested.
- The current flat rate of \$495 for all timekeepers does not reasonably reflect the wide range of expertise, experience, or years of practice of the individual Brownstein attorneys who serve CCWA.
- Based on our assessment of the legal services authorized by the Board for CCWA’s FY 25-26,³ and the attorneys who staff those matters, we anticipate that Brownstein’s average monthly invoices will decrease substantially for the remainder of CCWA’s FY 25-26.

¹ The Producer Price Index for Legal Services (BLS series PCU54115411) measures the average change over time in the prices U.S. law firms receive for providing legal services. It is published monthly by the U.S. Bureau of Labor Statistics (BLS) and reflects pricing trends across various legal practice areas.

² <https://fred.stlouisfed.org/series/PCU54115411>.

³ Annually, prior to each new fiscal year, the CCWA Board considers and approves a legal budget for the succeeding fiscal year. All legal services, including Brownstein’s legal services, are subject to that approval, both as to the matters authorized and the total authorized expenditures.

- The proposed flat rate for shareholders would increase the cost of Brownstein legal services only when shareholders are required to provide these services. Hypothetically, if the requested increase in the shareholder rate were to be applied to Brownstein's average monthly invoices for calendar year 2025 for those matters anticipated to continue in calendar year 2026, the proposed increase would result in a 8.5% increase in those invoices.
- The proposed rate increase for Brownstein shareholders is not expected to exceed CCWA's remaining total legal services budget for FY 25-26.

We are extremely grateful for the trust that the Board has placed in Brownstein for its legal services and we greatly appreciate the Board's consideration of our requested hourly rate adjustment for shareholders to account for the increased costs of providing those services.



CENTRAL COAST WATER AUTHORITY

MEMORANDUM

January 22, 2026

TO: CCWA Board of Directors

FROM: Dessi Mladenova
Controller/Treasurer

SUBJECT: FY 2025/26 Second Quarter Investment Report

SUMMARY

Attached is the second quarter FY 2025/26 investment report covering the three-month period of October to December 2025. In accordance with the CCWA Statement of Investment Policy, the quarterly report includes a statement of compliance of the portfolio with the investment policy and confirmation of the Authority's ability to meet expenditure requirements for the next six months.

DISCUSSION

As of December 31, 2025, the investment portfolio totaled \$64.6 million and had an effective rate of return of 3.81% on an average daily balance for the month of December 2025 of about \$66 million. The investments were comprised of Montecito Bank & Trust money market accounts of \$1.9 million, and Charles Schwab market funds of \$62.7 million.

All investments during the quarter complied with the CCWA investment policy provisions.

CASH MANAGEMENT PRO FORMA PROJECTIONS

Current pro forma projections indicate that the Authority will have sufficient cash with which to operate for the next six months.

RECOMMENDATION

That the Board of Directors accept the second quarter FY 2025/26 investment report.

DHM
Attachments



**Investment Portfolio
Portfolio Management
Portfolio Summary
December 31, 2025**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Pool-Money Market Accounts	1,934,871.87	1,934,871.87	1,934,871.87	2.99	1	1	1.687	1.710
Treasury Money Market fund account	62,731,018.82	62,731,018.82	62,731,018.82	97.01	1	1	3.778	3.830
Investments	64,665,890.69	64,665,890.69	64,665,890.69	100.00%	1	1	3.715	3.767

Total Earnings	December 31 Period Ending
Current Year	633,176.21
Average Daily Balance	65,928,016.81
Effective Rate of Return	3.81%

Dessislava Mladenova _____ 1/13/2026
 Dessi Mladenova , Controller/Treasurer



**Investment Pool
Total Return
Sorted by Fund - Fund
October 1, 2025 - December 31, 2025
Yield on Time Weighted Value**

CUSIP	Investment #	Fund	Investment Class	Beginning Invested Value	Time Weighted Invested Value	Ending Invested Value	Maturity Date	Current Rate	Total Return	Investment Income		
										Interest Earned	Adjustment in Value	Net Investment Income
Fund: General Account												
SYS10.0000	10.0000	0000	Amortized	18,455,583.43	14,292,077.99	13,147,800.67		3.784	3.815	137,418.95	0.00	137,418.95
Subtotal				18,455,583.43	14,292,077.99	13,147,800.67			3.815	137,418.95	0.00	137,418.95
Fund: Credits Payable												
SYS70.BUEL	70.BUEL	CREDIT	Amortized	626.41	41,296.09	41,552.39		3.784	3.806	396.14	0.00	396.14
SYS70.CARP	70.CARP	CREDIT	Amortized	1,977.00	141,180.33	2,541.68		3.784	3.806	1,354.48	0.00	1,354.48
SYS70.CHORRO	70.CHORRO	CREDIT	Amortized	1,006.17	94,519.93	95,106.56		3.784	3.806	906.71	0.00	906.71
SYS70.GOLETA	70.GOLETA	CREDIT	Amortized	4,657.90	327,602.62	329,635.85		3.784	3.806	3,142.62	0.00	3,142.62
SYS70.GUAD	70.GUAD	CREDIT	Amortized	374.84	15,492.25	15,588.40		3.784	3.806	148.62	0.00	148.62
SYS70.LACUMB	70.LACUMB	CREDIT	Amortized	495.84	78,020.17	182.03		3.784	3.806	748.53	0.00	748.53
SYS70.LOPEZ	70.LOPEZ	CREDIT	Amortized	1,161.42	64,923.01	65,325.95		3.784	3.806	622.79	0.00	622.79
SYS70.MONT	70.MONT	CREDIT	Amortized	26.36	206,525.61	650.69		3.784	3.806	1,981.41	0.00	1,981.41
SYS70.MORHRT	70.MORHRT	CREDIT	Amortized	226.87	15,469.12	6,471.79		3.784	3.806	148.41	0.00	148.41
SYS70.SBAR	70.SBAR	CREDIT	Amortized	5.78	215,828.79	217,168.30		3.784	3.806	2,070.39	0.00	2,070.39
SYS70.SBRC	70.SBRC	CREDIT	Amortized	46.97	3,696.93	61.37		3.783	3.805	35.46	0.00	35.46
SYS70.SHAN	70.SHAN	CREDIT	Amortized	43.26	728.11	732.63		3.789	3.809	6.99	0.00	6.99
SYS70.SLOC	70.SLOC	CREDIT	Amortized	-0.09	-0.09	-0.09		0.698		0.00	0.00	0.00
SYS70.SMARIA	70.SMARIA	CREDIT	Amortized	10,496.69	614,409.46	618,222.73		3.784	3.806	5,893.89	0.00	5,893.89
SYS70.SOCAL	70.SOCAL	CREDIT	Amortized	36.76	19,632.72	19,754.57		3.784	3.806	188.33	0.00	188.33
SYS70.SOLV	70.SOLV	CREDIT	Amortized	15.50	103,994.80	104,640.23		3.784	3.806	997.60	0.00	997.60
SYS70.SYNEZ	70.SYNEZ	CREDIT	Amortized	5,076.02	167,260.54	126,277.36		3.784	3.806	1,604.54	0.00	1,604.54
SYS70.VAFB	70.VAFB	CREDIT	Amortized	3,847.28	315,342.24	317,299.39		3.784	3.806	3,025.02	0.00	3,025.02
Subtotal				30,120.98	2,425,922.63	1,961,211.83			3.806	23,271.93	0.00	23,271.93
Fund: DWR & Warren Act Deposits												
SYS60.BUEL	60.BUEL	DWR	Amortized	389,427.08	385,116.49	396,876.30		3.784	3.806	3,694.95	0.00	3,694.95
SYS60.CARP	60.CARP	DWR	Amortized	1,582,577.46	1,566,314.53	1,626,930.34		3.784	3.806	15,024.62	0.00	15,024.62
SYS60.GOLETA	60.GOLETA	DWR	Amortized	3,950,121.58	3,917,123.87	3,982,842.82		3.784	3.805	37,570.43	0.00	37,570.43
SYS60.GUAD	60.GUAD	DWR	Amortized	372,470.36	364,558.55	377,456.36		3.784	3.808	3,499.09	0.00	3,499.09
SYS60.LACUMB	60.LACUMB	DWR	Amortized	796,075.49	776,105.22	819,195.73		3.784	3.808	7,448.58	0.00	7,448.58
SYS60.MONT	60.MONT	DWR	Amortized	2,638,641.89	2,581,994.06	2,649,866.80		3.784	3.807	24,776.18	0.00	24,776.18

**Investment Pool
Total Return
Sorted by Fund - Fund**

CUSIP	Investment #	Fund	Investment Class	Beginning Invested Value	Time Weighted Invested Value	Ending Invested Value	Maturity Date	Current Rate	Total Return	Investment Income		
										Interest Earned	Adjustment in Value	Net Investment Income
Fund: DWR & Warren Act Deposits												
SYS60.MORHRT	60.MORHRT	DWR	Amortized	157,111.80	164,028.60	165,811.05		3.784	3.804	1,572.72	0.00	1,572.72
SYS60.SBAR	60.SBAR	DWR	Amortized	2,588,392.15	2,529,442.65	2,336,596.26		3.784	3.807	24,271.43	0.00	24,271.43
SYS60.SBRC	60.SBRC	DWR	Amortized	359,345.87	360,464.75	366,116.55		3.784	3.806	3,457.73	0.00	3,457.73
SYS60.SMARIA	60.SMARIA	DWR	Amortized	10,628,525.18	10,630,734.52	11,300,039.05		3.784	3.807	102,016.31	0.00	102,016.31
SYS60.SOCAL	60.SOCAL	DWR	Amortized	340,500.43	336,961.45	332,427.46		3.784	3.809	3,235.30	0.00	3,235.30
SYS60.SOLV	60.SOLV	DWR	Amortized	1,008,776.88	978,927.26	1,081,679.47		3.784	3.808	9,395.26	0.00	9,395.26
SYS60.SYNEZ	60.SYNEZ	DWR	Amortized	472,431.03	465,866.22	491,541.17		3.784	3.807	4,469.88	0.00	4,469.88
SYS60.VAFB	60.VAFB	DWR	Amortized	5,370,692.62	5,265,059.75	4,914,707.82		3.784	3.807	50,519.33	0.00	50,519.33
			Subtotal	30,655,089.82	30,322,697.92	30,842,087.18			3.807	290,951.81	0.00	290,951.81
Fund: Escrow Deposits												
SYS65.MORHRT	65.MORHRT	ESCROW	Amortized	417,624.95	419,044.00	421,644.75		3.784	3.806	4,019.80	0.00	4,019.80
SYS65.SBRC	65.SBRC	ESCROW	Amortized	111,353.86	111,690.00	110,483.35		3.784	3.806	1,071.42	0.00	1,071.42
			Subtotal	528,978.81	530,734.00	532,128.10			3.806	5,091.22	0.00	5,091.22
Fund: DWR Reserve Fund												
SYS45.AVBCH	45.AVBCH	NARES	Amortized	0.00	0.00	0.00		3.364		0.00	0.00	0.00
SYS45.AVLWTR	45.AVLWTR	NARES	Amortized	0.00	0.00	0.00		3.576		0.00	0.00	0.00
SYS45.BUEL	45.BUEL	NARES	Amortized	150,976.33	151,489.33	152,429.53		3.784	3.806	1,453.20	0.00	1,453.20
SYS45.CAMC	45.CAMC	NARES	Amortized	0.00	0.00	0.00		3.349		0.00	0.00	0.00
SYS45.CARP	45.CARP	NARES	Amortized	0.00	0.00	0.00		3.359		0.00	0.00	0.00
SYS45.CUESTA	45.CUESTA	NARES	Amortized	0.00	0.00	0.00		3.300		0.00	0.00	0.00
SYS45.GOLETA	45.GOLETA	NARES	Amortized	0.00	0.00	0.00		3.359		0.00	0.00	0.00
SYS45.GUAD	45.GUAD	NARES	Amortized	143,570.80	144,058.64	144,952.73		3.784	3.806	1,381.93	0.00	1,381.93
SYS45.LACUMB	45.LACUMB	NARES	Amortized	261,461.66	262,148.69	254,713.50		3.784	3.806	2,514.75	0.00	2,514.75
SYS45.MONT	45.MONT	NARES	Amortized	0.00	0.00	0.00		3.359		0.00	0.00	0.00
SYS45.MORBAY	45.MORBAY	NARES	Amortized	0.00	0.00	0.00		3.359		0.00	0.00	0.00
SYS45.MORHRT	45.MORHRT	NARES	Amortized	52,221.23	52,398.67	52,723.88		3.784	3.806	502.65	0.00	502.65
SYS45.OCEANO	45.OCEANO	NARES	Amortized	0.00	0.00	0.00		3.352		0.00	0.00	0.00
SYS45.PISMO	45.PISMO	NARES	Amortized	0.00	0.00	0.00		3.365		0.00	0.00	0.00
SYS45.SBAR	45.SBAR	NARES	Amortized	487,387.10	489,043.19	492,078.38		3.784	3.806	4,691.28	0.00	4,691.28
SYS45.SBRC	45.SBRC	NARES	Amortized	13,055.31	13,099.67	13,180.97		3.784	3.806	125.66	0.00	125.66
SYS45.SHAN	45.SHAN	NARES	Amortized	0.00	0.00	0.00		3.305		0.00	0.00	0.00
SYS45.SLOC	45.SLOC	NARES	Amortized	0.00	0.00	0.00		3.347		0.00	0.00	0.00
SYS45.SLSCHL	45.SLSCHL	NARES	Amortized	0.00	0.00	0.00		2.931		0.00	0.00	0.00
SYS45.SMARIA	45.SMARIA	NARES	Amortized	4,715,897.26	4,731,921.35	4,761,289.53		3.784	3.806	45,392.27	0.00	45,392.27

**Investment Pool
Total Return
Sorted by Fund - Fund**

CUSIP	Investment #	Fund	Investment Class	Beginning Invested Value	Time Weighted Invested Value	Ending Invested Value	Maturity Date	Current Rate	Total Return	Investment Income		
										Interest Earned	Adjustment in Value	Net Investment Income
Fund: DWR Reserve Fund												
SYS45.SMGLTO	45.SMGLTO	NARES	Amortized	0.00	0.00	0.00		3.322		0.00	0.00	0.00
SYS45.SOCAL	45.SOCAL	NARES	Amortized	114,490.75	114,879.78	115,592.76		3.784	3.806	1,102.01	0.00	1,102.01
SYS45.SOLV	45.SOLV	NARES	Amortized	391,666.93	388,541.26	190,416.18		3.784	3.806	3,727.45	0.00	3,727.45
SYS45.SYNEZ	45.SYNEZ	NARES	Amortized	130,534.05	130,977.59	131,790.48		3.784	3.806	1,256.43	0.00	1,256.43
SYS45.VAFB	45.VAFB	NARES	Amortized	0.00	0.00	0.00		3.359		0.00	0.00	0.00
Subtotal				6,461,261.42	6,478,558.17	6,309,167.94			3.806	62,147.63	0.00	62,147.63
Fund: O&M Reserve Fund												
35.BUEL	35.BUEL	O&M	Amortized	30,485.21	30,588.79	30,778.64		3.784	3.806	293.43	0.00	293.43
35.CARP	35.CARP	O&M	Amortized	105,547.66	105,906.30	106,563.60		3.784	3.806	1,015.94	0.00	1,015.94
35.GOLETA	35.GOLETA	O&M	Amortized	237,485.89	238,292.84	239,771.78		3.784	3.806	2,285.89	0.00	2,285.89
35.GUAD	35.GUAD	O&M	Amortized	29,026.21	29,124.84	29,305.60		3.784	3.806	279.39	0.00	279.39
35.LACUMB	35.LACUMB	O&M	Amortized	52,767.12	52,907.77	51,496.95		3.784	3.806	507.53	0.00	507.53
35.MONT	35.MONT	O&M	Amortized	158,236.76	158,650.31	154,049.67		3.784	3.806	1,521.91	0.00	1,521.91
35.MORHRT	35.MORHRT	O&M	Amortized	10,555.05	10,590.91	10,656.65		3.784	3.806	101.60	0.00	101.60
35.SBAR	35.SBAR	O&M	Amortized	158,205.27	158,742.84	159,728.06		3.784	3.806	1,522.79	0.00	1,522.79
35.SBRC	35.SBRC	O&M	Amortized	2,638.44	2,647.40	2,663.83		3.782	3.805	25.39	0.00	25.39
35.SMARIA	35.SMARIA	O&M	Amortized	854,926.83	857,831.78	863,155.82		3.784	3.806	8,228.99	0.00	8,228.99
35.SOCAL	35.SOCAL	O&M	Amortized	26,370.59	26,460.20	26,624.42		3.784	3.806	253.83	0.00	253.83
35.SOLV	35.SOLV	O&M	Amortized	79,118.22	79,387.05	79,879.76		3.784	3.806	761.54	0.00	761.54
35.SYNEZ	35.SYNEZ	O&M	Amortized	26,386.77	26,476.43	26,640.75		3.784	3.806	253.98	0.00	253.98
35.VAFB	35.VAFB	O&M	Amortized	290,256.21	291,242.47	293,050.04		3.784	3.806	2,793.83	0.00	2,793.83
Subtotal				2,062,006.23	2,068,849.93	2,074,365.57			3.806	19,846.04	0.00	19,846.04
Fund: Rate Coverage Reserve Fund												
40.BUEL	40.BUEL	RATE	Amortized	283,397.31	284,360.26	286,125.11		3.784	3.806	2,727.80	0.00	2,727.80
40.CARP	40.CARP	RATE	Amortized	886,571.34	889,246.03	879,565.23		3.784	3.806	8,530.36	0.00	8,530.36
40.GUAD	40.GUAD	RATE	Amortized	196,967.40	197,636.67	198,863.29		3.784	3.806	1,895.89	0.00	1,895.89
40.LACUMB	40.LACUMB	RATE	Amortized	412,818.66	413,919.00	402,881.76		3.784	3.806	3,970.65	0.00	3,970.65
40.MONT	40.MONT	RATE	Amortized	1,539,675.20	1,543,699.13	1,498,934.63		3.784	3.806	14,808.43	0.00	14,808.43
40.OCEANO	40.OCEANO	RATE	Amortized	-0.02	-0.02	-0.02		0.631		0.00	0.00	0.00
40.SHAN	40.SHAN	RATE	Amortized	16,198.25	16,253.29	16,354.17		3.784	3.806	155.92	0.00	155.92
40.SMARIA	40.SMARIA	RATE	Amortized	5,327,543.05	5,345,645.45	5,378,822.63		3.784	3.806	51,279.58	0.00	51,279.58
40.SOLV	40.SOLV	RATE	Amortized	651,439.67	653,653.19	657,710.02		3.784	3.806	6,270.35	0.00	6,270.35
40.SYNEZ	40.SYNEZ	RATE	Amortized	475,297.68	476,912.69	479,872.59		3.784	3.806	4,574.91	0.00	4,574.91
Subtotal				9,789,908.54	9,821,325.69	9,799,129.41			3.806	94,213.89	0.00	94,213.89

**Investment Pool
Total Return
Sorted by Fund - Fund**

CUSIP	Investment #	Fund	Investment Class	Beginning Invested Value	Time Weighted Invested Value	Ending Invested Value	Maturity Date	Current Rate	Total Return	Investment Income		
										Interest Earned	Adjustment in Value	Net Investment Income
			Total	67,982,949.23	65,940,166.33	64,665,890.70			3.808	632,941.47	0.00	632,941.47
							Components of Return:	Interest:	3.808			
								Amortization:				
								Market Value:				



CENTRAL COAST WATER AUTHORITY

MEMORANDUM

January 21, 2026

TO: CCWA Board of Directors

FROM: Dessi Mladenova
Controller

SUBJECT: FY Ended June 30, 2025 and 2024 Annual Comprehensive Financial Report

SUMMARY AND DISCUSSION

Included in the meeting materials are an external communication letter to those charged with governance and the CCWA Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2025. Please refer to Management's Discussion and Analysis in the report for an overview and summary. You can access a copy of the report on the CCWA.com website via the link <https://www.ccwa.com/major-financial-water-and-other-reports> or request a hard copy to be sent to you.

RECOMMENDATION

That the Board accept the CCWA Annual Comprehensive Financial Report for the fiscal year ended June 30, 2025.

DHM

Attachments



December 11, 2025

Board of Directors and Members of the
Central Coast Water Authority
c/o Dessi Mladenova and Ray Stokes
Buellton, California

We have audited the financial statements of the business-type activities of Central Coast Water Authority for the year ended June 30, 2025. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated September 29, 2025. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Central Coast Water Authority are described in Note 1 to the financial statements. As described in Note 1 to the financial statements, Central Coast Water Authority adopted certain new accounting policies during the year ended June 30, 2025, however these had no significant impact on the financial statements. We noted no transactions entered into by Central Coast Water Authority during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- Actuarial estimates used to calculate the various components of the net pension liability, net OPEB liability, and the related expense and deferred outflows and inflows
- Fair value of investments
- Useful lives of capital assets

Certain financial statement disclosure are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

- Note 1: Summary of Significant Accounting Policies
- Note 8: Commitments and uncertainties

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 11, 2025.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Central Coast Water Authority's financial statements or a determination of

the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts.

We are aware of Central Coast Water Authority's consultation with Ernst and Young regarding matters in connection with the 2025 procedures performed at the California Department of Water Resources on behalf of the Authority, the San Luis Obispo County Flood Control and Water Conservation District and outlined in their report dated May 20, 2025. Procedures were performed over the transportation minimum component, rate management credit allocation, CBX direct debt service, cost/debt reconciliation and FAD890 Alpha allocation cycle procedures.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as Central Coast Water Authority's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the Schedules of Pension and OPEB information, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were not engaged to report on the Statistical Section, which accompanies the financial statements but is not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the use of member agencies and management of the Central Coast Water Authority and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

Glenn Burdette Attest Corporation

Glenn Burdette Attest Corporation

CCWA Budget Planning Schedule FY 2026/27 Budget

January

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	★	13	14
15	16	17	18	★	20	21
22	23	24	25		27	28
29	30	31				

April

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	★	24	25
26	27	28	29	30		

May

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July

S	M	T	W	T	F	S
		→	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

- Receive DWR Statement of Charges (for following calendar year)
- Prepare Draft Budget
- ★ Submit Preliminary Budget to Operating Committee
- ★ Submit Preliminary Budget to Board of Directors
- ★ Board Approval of Final Budget
- Beginning of 2026/27 Budget Expenditure Cycle

- July 1, 2025
- November 1, 2025- February 28, 2026
- March 12, 2026
- March 26, 2026
- April 23, 2026
- July 1, 2026

State Water Contractors Legislative Update



January 14, 2026

1

State Budget Update

- **State Budget: LAO's California Fiscal Outlook (November 2025)**
 - Projected that the Legislature will face an ~\$18 billion budget shortfall in 2026-27
 - Projected ongoing shortfalls in the range of \$35 billion/year
- **Governor's Proposed State Budget released on January 9**
 - Projects \$2.9 billion budget shortfall (not considering December 2025 revenues, which were recorded above projections for the 6th consecutive month)
 - Key resources/water elements
 - Proposed reduction to CNRA = \$1.5 billion
 - Proposed reduction to CalEPA = \$152 million
 - Proposed \$2.1 billion allocation from Prop 4 (\$792 million is water-related allocation)
 - \$69 million – Regional Conveyance

2

2

Senate Leadership Transition

COMMITTEE	THEN	NOW
Appropriations Committee	Senator Anna Caballero (Chair) Senator Kelly Seyarto (Vice Chair)	Senator Sabrina Cervantes (Chair) Senator Kelly Seyarto (Vice Chair)
Budget and Fiscal Review Committee	Senator Scott Wiener (Chair) Senator Roger Niello (Vice Chair)	Senator John Laird (Chair) Senator Roger Niello (Vice Chair)
Budget Subcommittee #2	Senator Ben Allen (Chair)	Senator Eloise Reyes (Chair)
Energy, Utilities, and Communications Committee	Senator Josh Becker (Chair) Senator Rosilicie Ochoa-Bogh (Vice Chair)	Senator Ben Allen (Chair) Senator Rosilicie Ochoa-Bogh (Vice Chair)
Environmental Quality Committee	Senator Catherine Blakespear (Chair) Senator Suzette Valladares (Vice Chair)	Senator Catherine Blakespear (Chair) Senator Suzette Valladares (Vice Chair)
Natural Resources and Water Committee	Senator Monique Limon (Chair) Senator Kelly Seyarto (Vice Chair)	Senator Josh Becker (Chair) Senator Kelly Seyarto (Vice Chair)

Prior NRW Committee Composition (7)	Current NRW Committee Composition (7)
Limon (D) , Seyarto (R), Allen (D), Grove (R), Hurtado (D) , Laird (D), Stern (D)	Becker (D) , Seyarto (R), Allen (D), Cabaldon (D) , Grove (R), Laird (D), Stern (D)

3

Current SWC Bill Positions – Two-Year Bills

Bill/Author	Summary	Status	SWC Position
AB 274 (Ransom)	Inventory of derelict and abandoned vessels in the Delta	Two-Year Bill (Assm. Approps)	SUPPORT AND AMEND
AB 295 (Macedo)	Environmental leadership project status for storage/conveyance projects	Two-Year Bill (Assm. Nat. Res.)	SUPPORT
AB 362 (Ramos)	Tribal water uses	Two-Year Bill (Assm. Inactive File)	OPPOSE UNLESS AMENDED
AB 1146 (Papan)	Reservoir releases under “false pretenses”	Two-Year Bill (Sen. Approps)	OPPOSE UNLESS AMENDED NEUTRAL
SB 330 (Padilla)	Pilot projects to develop/finance/operate electrical transmission infrastructure	Two-Year Bill (Assm. Utilities/Energy)	SUPPORT
SB 601 (Allen)	Protection of water quality in “nexus waters”	Two-Year Bill (Assm. Approps)	OPPOSE UNLESS AMENDED NEUTRAL

4

Key Issues – 2026 Legislative Session

- **Conveyance subsidence repair funding – SWC Sponsorship**
 - SWC objectives:
 - Secure statutory commitment for \$150 million/annually from GGRF for 20 years
 - Allocation of \$33 million from Prop 4 to DWR for near-term subsidence repair activities
 - **Senator McNerney:** Author of legislation to secure \$150M/annually for conveyance repairs **PLUS** \$150M/annually for Delta levee repairs
 - **Next steps:**
 - Finalize advocacy package and engage coalition partners
 - Legislative staff briefing
 - Plan and execute Capitol advocacy day to amplify proposal



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Conveyance Subsidence Repairs – GGRF

Statutorily Required GGRF Appropriations Pursuant to SB 840^a

Program	Department	Annual Amount Starting in 2026-27 ^b
Starting in 2026-27, funding will be allocated first to the following programs:		
Manufacturing tax exemption	—	Roughly \$100-\$140 million
State Responsibility Area fee backfill	CalFire	Roughly \$70-\$90 million
Legislative Counsel Climate Bureau	Legislative Counsel	\$3 million
Then second, to the following programs:		
High-speed rail project	HSRA	\$1 billion
Unspecified programs subject to appropriation	Various	\$1 billion
Then third, if funding is available, to the following programs:^b		
Affordable Housing and Sustainable Communities Program	SGC	\$800 million
TIRCP	CalSTA	\$400 million
Community Air Protection Program—AB 617 ^c	CARB	\$250 million
Low Carbon Transit Operations Program	Caltrans	\$200 million
Wildfire and forest resilience—SB 901 ^d	CalFire	\$200 million
Safe and Affordable Drinking Water Program	SWRCB	\$130 million
Then fourth, remaining funding is subject to legislative appropriation for discretionary purposes.		

Subsidence repairs + Delta levee repairs (\$300 M)

6

6

Key Issues – 2026 Legislative Session

- **Extension of Time for SWP Water Rights – SWC Sponsorship**
 - Extend the deadline for the application of water to beneficial use and for the completion of construction work for water rights permits held by DWR for operation of the SWP to 2085
 - Conversations with prospective bill authors occurring
 - Development of background material and advocacy pieces underway
- **SB 1020 modifications – SWC Sponsorship**
 - Revisit amendment approach with Senator Laird and Senate leadership staff and pursue introduction of legislation in 2026 to effectuate necessary amendments to statute
- **Diversion of floodflows for groundwater recharge – SWC Engagement**
 - Legislative proposal from NCWA
 - Potential legislative proposals from Administration

7

7

Preparing for 2026 Legislative Session – Key Issues

- **HRL Streamlining – SWC Support**
 - Potential actions to expedite completion of Bay-Delta Water Quality Control Plan update
 - Statutory effort to streamline/accelerate SWRCB actions
 - Legislative approach: AB 497 (Wilson)
 - Secondary legislative approach: Potential new bill introduction
 - Pressure opportunities
 - Legislator sign-on letter
 - Budget subcommittee hearings



8

8

QUESTIONS?

9

State Water Contractors - Priority 1 1/13/2026

AB 66

(Tangipa R) California Environmental Quality Act: exemption: egress route projects: fire safety.

Current Text: Amended: 7/3/2025 [html](#) [pdf](#)

Introduced: 12/3/2024

Last Amend: 7/3/2025

Status: 7/17/2025-Failed Deadline pursuant to Rule 61(a)(10). (Last location was N.R. & W. on 7/2/2025)(May be acted upon Jan 2026)

Location: 7/17/2025-S. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	2 year	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	
1st House				2nd House								

Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. This bill would, until January 1, 2032, exempt from CEQA egress route projects undertaken by a public agency to improve emergency access to and evacuation from a subdivision without a secondary egress route if the State Board of Forestry and Fire Protection has recommended the creation of a secondary access to the subdivision and certain conditions are met. The bill would require the lead agency to hold a noticed public meeting to hear and respond to public comments before determining that a project is exempt. The bill would require the lead agency, if it determines that a project is not subject to CEQA and approves or carries out that project, to file a notice of exemption with the Office of Land Use and Climate Innovation and with the clerk of the county in which the project will be located.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

AB 222

(Bauer-Kahan D) Data centers: power usage effectiveness: cost shifts.

Current Text: Amended: 7/7/2025 [html](#) [pdf](#)

Introduced: 1/8/2025

Last Amend: 7/7/2025

Status: 8/29/2025-Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/18/2025)(May be acted upon Jan 2026)

Location: 8/29/2025-S. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	2 year	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	
1st House				2nd House								

Summary: Current law requires the State Energy Resources Conservation and Development Commission (Energy Commission) to biennially adopt an integrated energy policy report, as specified, and to make the reports accessible to state, local, and federal entities and to the general public. This bill would require the Energy Commission to establish a process for the owner of a data center, as defined, to submit the power usage effectiveness ratio, as defined, for the data center to the Energy Commission on a biannual basis, and require the owner of a data center to submit this information for the data center in the manner and timeframe specified by the Energy Commission.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

AB 267

(Macedo R) Greenhouse Gas Reduction Fund: high-speed rail: water infrastructure and wildfire prevention.

Current Text: Introduced: 1/17/2025 [html](#) [pdf](#)

Introduced: 1/17/2025

Status: 5/1/2025-Failed Deadline pursuant to Rule 61(a)(2). (Last location was TRANS. on 2/18/2025) (May be acted upon Jan 2026)

Location: 5/1/2025-A. 2 YEAR

Desk	2 year	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	
1st House				2nd House								

Summary: Would suspend the appropriation to the High-Speed Rail Authority for the 2026–27 and 2027–28 fiscal years and would instead require those amounts from moneys collected by the State Air

Resources Board to be transferred to the General Fund. The bill would specify that the transferred amounts shall be available, upon appropriation by the Legislature, to augment funding for water infrastructure and wildfire prevention.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

AB 269 (Bennett D) Dam Safety and Climate Resilience Local Assistance Program.

Current Text: Introduced: 1/17/2025 [html](#) [pdf](#)

Introduced: 1/17/2025

Status: 5/1/2025-Failed Deadline pursuant to Rule 61(a)(2). (Last location was W.,P. & W. on 2/10/2025)(May be acted upon Jan 2026)

Location: 5/1/2025-A. 2 YEAR

Desk	2 year	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law provides for the regulation and supervision of dams and reservoirs by the state, and requires the Department of Water Resources, under the police power of the state, to supervise the construction, enlargement, alteration, repair, maintenance, operation, and removal of dams and reservoirs for the protection of life and property, as prescribed. Current law requires the department to, upon appropriation by the Legislature, develop and administer the Dam Safety and Climate Resilience Local Assistance Program to provide state funding for repairs, rehabilitation, enhancements, and other dam safety projects at existing state jurisdictional dams and associated facilities that were in service prior to January 1, 2023, subject to prescribed criteria. This bill would include the removal of project facilities as additional projects eligible to receive funding under the program.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		
			ACWA - O	CMUA - O

AB 273 (Sanchez R) Greenhouse Gas Reduction Fund: high-speed rail: infrastructure improvements.

Current Text: Introduced: 1/21/2025 [html](#) [pdf](#)

Introduced: 1/21/2025

Status: 5/1/2025-Failed Deadline pursuant to Rule 61(a)(2). (Last location was TRANS. on 2/18/2025) (May be acted upon Jan 2026)

Location: 5/1/2025-A. 2 YEAR

Desk	2 year	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The California Global Warming Solutions Act of 2006 authorizes the State Air Resources Board to include in its regulation of greenhouse gas emissions the use of market-based compliance mechanisms. Current law requires all moneys, except for fines and penalties, collected by the state board from the auction or sale of allowances as part of a market-based compliance mechanism to be deposited in the Greenhouse Gas Reduction Fund. Current law continuously appropriates 25% of the annual proceeds of the fund to the High-Speed Rail Authority for certain purposes. This bill would eliminate the continuous appropriation of 25% of the annual proceeds of the Greenhouse Gas Reduction Fund to the High-Speed Rail Authority on June 30, 2026. The bill, beginning with the 2026-27 fiscal year, would instead require 25% of the annual proceeds of the Greenhouse Gas Reduction Fund to be transferred to the General Fund and for those moneys, upon appropriation, to be used to augment funding provided to local governments to improve infrastructure.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

AB 274 (Ransom D) Abandoned and derelict vessels: inventory.

Current Text: Amended: 3/26/2025 [html](#) [pdf](#)

Introduced: 1/21/2025

Last Amend: 3/26/2025

Status: 5/23/2025-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/9/2025)(May be acted upon Jan 2026)

Location: 5/23/2025-A. 2 YEAR

Desk	Policy	2 year	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law establishes within the Natural Resources Agency, the State Lands Commission consisting of the Controller, the Lieutenant Governor, and the Director of Finance. Current law vests in the commission with exclusive jurisdiction over all ungranted tidelands and submerged lands owned by the state, and of the beds of navigable rivers, streams, lakes, bays, estuaries, inlets, and straits, including tidelands and submerged lands. Current law authorizes the commission to take immediate action to remove from areas under its jurisdiction a vessel that is left unattended and is moored, docked, beached, or made fast to land in a position as to obstruct the normal movement of traffic or in a condition as to create a hazard to navigation, other vessels using a waterway, or the property of another. Current law requires the commission, by July 1, 2019, and in consultation with other relevant state and local agencies directly involved in the removal of abandoned vessels, to develop a plan for the removal of abandoned commercial vessels. This bill would require the commission, on or before January 1, 2027, to create an inventory of all abandoned and derelict commercial and recreational vessels on or in waters within the Sacramento-San Joaquin Delta, including commercially navigable waters, as specified.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Support and Amend	Priority 1		

AB 286

(Gallagher R) Electricity: mandatory rate reduction.

Current Text: Amended: 4/21/2025 [html](#) [pdf](#)

Introduced: 1/22/2025

Last Amend: 4/21/2025

Status: 5/23/2025-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/14/2025)(May be acted upon Jan 2026)

Location: 5/23/2025-A. 2 YEAR

Desk	Policy	2 year	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law authorizes the Public Utilities Commission to fix the rates and charges for every public utility and requires that those rates and charges be just and reasonable. This bill would require the commission to generate a report outlining recommendations to decrease the kilowatt-per-hour rate for electricity charged to ratepayers by not less than 30% by January 1, 2027. The bill would require the commission, in making those reduction recommendations, to take certain actions, as specified.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

AB 295

(Macedo R) California Environmental Quality Act: environmental leadership development projects: water storage, water conveyance, and groundwater recharge projects: streamlined review.

Current Text: Introduced: 1/23/2025 [html](#) [pdf](#)

Introduced: 1/23/2025

Status: 5/1/2025-Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 2/10/2025)(May be acted upon Jan 2026)

Location: 5/1/2025-A. 2 YEAR

Desk	2 year	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Jobs and Economic Improvement Through Environmental Leadership Act of 2021 authorizes the Governor, until January 1, 2032, to certify environmental leadership development projects that meet specified requirements for certain streamlining benefits related to the California Environmental Quality Act (CEQA). The act, among other things, requires a lead agency to prepare the record of proceedings for an environmental leadership development project, as provided, and to provide a specified notice within 10 days of the Governor certifying the project. The act is repealed by its own term on January 1, 2034. This bill would extend the application of the act to water storage projects, water conveyance projects, and groundwater recharge projects that provide public benefits and drought preparedness. Because a lead agency would be required to prepare the record of proceedings for water storage projects, water conveyance projects, and groundwater recharge projects pursuant to the act, this bill would impose a state-mandated local program.

Organization	Position	Priority

State Water Support Priority 1 **Misc1** **Misc2**
 Contractors
 CMUA - F

AB 300 (Lackey R) Fire hazard severity zones: State Fire Marshal.

Current Text: Amended: 5/5/2025 [html](#) [pdf](#)

Introduced: 1/23/2025

Last Amend: 5/5/2025

Status: 8/29/2025-Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/18/2025)(May be acted upon Jan 2026)

Location: 8/28/2025-S. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	2 year	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones, as specified. Current law also requires the State Fire Marshal to classify lands within state responsibility areas into fire hazard severity zones, and, by regulation, to designate fire hazard severity zones and assign to each zone a rating reflecting the degree of severity of fire hazard that is expected to prevail in the zone. Current law requires the State Fire Marshal to periodically review very high fire hazard severity zones that are not state responsibility areas, and designated and rated zones that are state responsibility areas, as provided. This bill would instead require the State Fire Marshal, at least once every 5 years, to review areas in the state identified as moderate, high, and very high fire hazard severity zones, and to review lands within state responsibility areas classified as fire hazard severity zones.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

AB 303 (Addis D) Battery energy storage facilities.

Current Text: Introduced: 1/23/2025 [html](#) [pdf](#)

Introduced: 1/23/2025

Status: 4/2/2025-In committee: Hearing postponed by committee.

Location: 3/10/2025-A. U. & E.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law, until June 30, 2029, authorizes a person proposing an eligible facility, including an energy storage system capable of storing 200 megawatt-hours or more of energy, to submit an application for certification with the State Energy Resources Conservation and Development Commission of the site and related facility. Current law specifies that the issuance by the commission of the certificate is in lieu of any permit, certificate, or similar document required by any state, local, or regional agency, or federal agency to the extent permitted by federal law, except as provided. Existing law establishes the procedures by which the commission is to review the application. This bill would specify that energy storage systems do not include battery energy storage systems for the above-described purposes.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

CMUA - O

AB 305 (Arambula D) Energy: nuclear facilities.

Current Text: Introduced: 1/23/2025 [html](#) [pdf](#)

Introduced: 1/23/2025

Status: 5/1/2025-Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 3/17/2025)(May be acted upon Jan 2026)

Location: 5/1/2025-A. 2 YEAR

Desk	2 year	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law prohibits the State Energy Resources Conservation and Development Commission from certifying a nuclear fission thermal powerplant, except for specified powerplants, and provides that a nuclear fission thermal powerplant, except those specified powerplants, is not a permitted land use in California unless certain conditions are met regarding the existence of technology for the construction and operation of nuclear fuel rod processing plants and of

demonstrated technology or means for the disposal of high-level nuclear waste, as specified. This bill would exempt small modular reactors, as defined, from those provisions.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		CMUA - W

AB 307 (Petrie-Norris D) Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024: Department of Forestry and Fire Protection: fire camera mapping system.

Current Text: Introduced: 1/23/2025 [html](#) [pdf](#)

Introduced: 1/23/2025

Status: 5/1/2025-CORRECTION: Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. On 2/10/2025)(May be acted upon Jan 2026)

Location: 5/1/2025-A. 2 YEAR

Desk	2 year	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 authorized the issuance of bonds in the amount of \$10,000,000,000 pursuant to the State General Obligation Bond Law to finance projects for safe drinking water, drought, flood, and water resilience, wildfire and forest resilience, coastal resilience, extreme heat mitigation, biodiversity and nature-based climate solutions, climate-smart, sustainable, and resilient farms, ranches, and working lands, park creation and outdoor access, and clean air programs. Of these funds, the act makes available \$1,500,000,000, upon appropriation by the Legislature, for wildfire prevention, including, among other things, by making \$25,000,000 available, upon appropriation by the Legislature, to the Department of Forestry and Fire Protection for technologies that improve detection and assessment of new fire ignitions. This bill would require, of the \$25,000,000 made available to the department, \$10,000,000 be allocated for purposes of the ALERTCalifornia fire camera mapping system.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

AB 362 (Ramos D) Water policy: California tribal communities.

Current Text: Amended: 4/21/2025 [html](#) [pdf](#)

Introduced: 1/30/2025

Last Amend: 4/21/2025

Status: 1/12/2026-From inactive file. Ordered to third reading.

Location: 1/12/2026-A. THIRD READING

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Porter-Cologne Water Quality Control Act establishes a statewide program for the control of the quality of all the waters in the state and makes certain legislative findings and declarations. Current law defines the term "beneficial uses" for the purposes of water quality as certain waters of the state that may be protected against quality degradation, to include, among others, domestic, municipal, agricultural, and industrial supplies. This bill would add findings and declarations related to California tribal communities, as defined, and the importance of protecting tribal water use. The bill would add tribal water uses as waters of the state that may be protected against quality degradation for purposes of the defined term "beneficial uses."

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Oppose Unless Amended	Priority 1	ACWA - O/A	CMUA - O/A

AB 372 (Bennett D) Office of Emergency Services: state matching funds: water system infrastructure improvements.

Current Text: Amended: 8/29/2025 [html](#) [pdf](#)

Introduced: 2/3/2025

Last Amend: 8/29/2025

Status: 9/11/2025-Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/3/2025)(May be acted upon Jan 2026)

Location: 9/11/2025-S. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	2 year	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: Current law charges the Office of Emergency Services (OES) with coordinating various emergency activities within the state. The California Emergency Services Act, contingent upon an appropriation by the Legislature, requires the OES to enter into a joint powers agreement pursuant to the Joint Exercise of Powers Act with the Department of Forestry and Fire Protection to develop and administer a comprehensive wildfire mitigation program relating to structure hardening and retrofitting and prescribed fuel modification activities. Current law authorizes the joint powers authority to establish financial assistance limits and matching funding or other recipient contribution requirements for the program, as provided. This bill, contingent upon appropriation by the Legislature, would establish the Rural Water Infrastructure for Wildfire Resilience Program within the OES for the distribution of state matching funds to urban wildland interface communities, as defined, in designated high fire hazard severity zones or very high fire hazard severity zones to improve water system infrastructure, as prescribed. The bill would require the OES to work in coordination with the Department of Water Resources, the State Water Resources Control Board, the Office of the State Fire Marshal, and other state entities as the OES determines to be appropriate, to achieve the purposes of the program.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		
			ACWA - F	

AB 404

(Sanchez R) California Environmental Quality Act: exemption: prescribed fire, reforestation, habitat restoration, thinning, or fuel reduction projects.

Current Text: Introduced: 2/4/2025 [html](#) [pdf](#)

Introduced: 2/4/2025

Status: 5/1/2025-Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 2/18/2025)(May be acted upon Jan 2026)

Location: 5/1/2025-A. 2 YEAR

Desk	2 year	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. Current law, until January 1, 2028, except for the issuance of a permit or other permit approval, exempts from the requirements of CEQA prescribed fire, reforestation, habitat restoration, thinning, or fuel reduction projects, or related activities, undertaken, in whole or in part, on federal lands to reduce the risk of high-severity wildfire that have been reviewed under the federal National Environmental Policy Act of 1969 meeting certain requirements. Current law requires a lead agency, if it determines that a project qualifies for the above exemption and it determines to approve or carry out the project, to file a notice of exemption with the Office of Land Use and Climate Innovation and with the county clerk in the county in which the project will be located and to post the notice of exemption on its internet website together with a description of where the documents analyzing the environmental impacts of the project under the federal act are available for review. Current law requires the lead agency, if it is not the Department of Forestry and Fire Protection, to provide the notice of exemption and certain information to the department. This bill would extend the above exemption and requirements on the lead agency indefinitely.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		
			ACWA - F	

AB 430

(Alanis R) State Water Resources Control Board: emergency regulations.

Current Text: Amended: 5/1/2025 [html](#) [pdf](#)

Introduced: 2/5/2025

Last Amend: 5/1/2025

Status: 5/23/2025-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/14/2025)(May be acted upon Jan 2026)

Location: 5/23/2025-A. 2 YEAR

Desk	Policy	2 year	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: Current law provides that an emergency regulation adopted by the State Water Resources

Control Board following a Governor’s proclamation of a state of emergency based on drought conditions, for which the board makes specified findings, may remain in effect for up to one year, as provided, and may be renewed if the board determines that specified conditions relating to precipitation are still in effect. This bill would require the board, within 180 days following a finding by the board that a nonfee emergency regulation is no longer necessary, as provided, to conduct a comprehensive economic study assessing the impacts of the regulation, as specified.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		CMUA - F

[AB 442](#) (Hadwick R) Z’berg-Nejedly Forest Practice Act of 1973: working forest management plans: harvest area.

Current Text: Amended: 4/21/2025 [html](#) [pdf](#)

Introduced: 2/6/2025

Last Amend: 4/21/2025

Status: 1/12/2026-VOTE: Do pass and be re-referred to the Committee on [Appropriations] (PASS)

Location: 1/12/2026-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Under the Z’berg-Nejedly Forest Practice Act of 1973, the Legislature finds and declares the policy of the state to encourage prudent and responsible forest management of nonindustrial timberlands by approving working forest management plans in advance. Current law requires the harvest area of a working forest management plan to be contained within a single hydrological area, as defined. This bill would delete the requirement that the harvest area of a working forest management plan be contained within a single hydrological area.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

[AB 443](#) (Bennett D) Energy Commission: integrated energy policy report: curtailed solar and wind generation: hydrogen production.

Current Text: Introduced: 2/6/2025 [html](#) [pdf](#)

Introduced: 2/6/2025

Status: 8/29/2025-Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 7/14/2025)(May be acted upon Jan 2026)

Location: 8/29/2025-S. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	2 year	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires the State Energy Resources Conservation and Development Commission, beginning November 1, 2003, and biennially thereafter, to adopt an integrated energy policy report that contains an overview of major energy trends and issues facing the state, presents policy recommendations based on an in-depth and integrated analysis of the most current and pressing energy issues facing the state, and includes an assessment and forecast of system reliability and the need for resource additions, efficiency, and conservation, as specified. Current law also requires the commission, beginning November 1, 2004, and biennially thereafter, to prepare an energy policy review to update analyses from the integrated energy policy report or to raise energy issues that have emerged since the release of the integrated energy policy report, as specified. This bill would require the commission, as part of the 2027 edition of the integrated energy policy report, to include an assessment of the potential for using curtailed solar and wind generation to produce hydrogen, as provided.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

[AB 472](#) (Rogers D) Energy: integrated energy policy report: port infrastructure for offshore wind energy development.

Current Text: Amended: 4/23/2025 [html](#) [pdf](#)

Introduced: 2/6/2025

Last Amend: 4/23/2025

Status: 5/23/2025-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/14/2025)(May be acted upon Jan 2026)

Location: 5/23/2025-A. 2 YEAR

Desk	Policy	2 year	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires the Energy Commission, beginning November 1, 2003, and biennially thereafter, to adopt an integrated energy policy report that contains an overview of major energy trends and issues facing the state, presents policy recommendations based on an in-depth and integrated analysis of the most current and pressing energy issues facing the state, and includes an assessment and forecast of system reliability and the need for resource additions, efficiency, and conservation, as specified. This bill would require the Energy Commission, as part of the 2027 edition of the integrated energy policy report and each edition thereafter, and contingent upon an appropriation for this purpose, to include an assessment of funding needs for port infrastructure for offshore wind energy development, as specified. The bill would require the Energy Commission, in consultation with specified entities, to include in the assessment any federal, state, and local funding opportunities, including general obligation bonds and funding from the private sector, that can help build port infrastructure for offshore wind energy development.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

[AB 491](#) ([Connolly D](#)) California Global Warming Solutions Act of 2006: climate goals: natural and working lands.

Current Text: Amended: 3/26/2025 [html](#) [pdf](#)

Introduced: 2/10/2025

Last Amend: 3/26/2025

Status: 5/23/2025-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/9/2025)(May be acted upon Jan 2026)

Location: 5/23/2025-A. 2 YEAR

Desk	Policy	2 year	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The California Global Warming Solutions Act of 2006 declares the policy of the state to achieve net zero greenhouse gas emissions as soon as possible, but no later than 2045, and to achieve and maintain net negative greenhouse gas emissions thereafter. The act requires the State Air Resources Board to prepare and approve a scoping plan for achieving the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions and to update the scoping plan at least once every 5 years. The act also requires the Natural Resources Agency, in collaboration with specified entities, including the state board, to determine an ambitious range of targets for natural carbon sequestration, and for nature-based climate solutions, that reduce greenhouse gas emissions for 2030, 2038, and 2045 to support state goals to achieve carbon neutrality and foster climate adaptation and resilience. The act requires these targets to be integrated into the above-described scoping plan and other state policies. This bill would specify that it is the goal of the state to achieve each of the targets established by the Natural Resources Agency by the applicable date for the target, with priority given to activities that most rapidly, significantly, and cost effectively increase carbon stocks and net sequestration, protect and support ecosystem function, and reduce emissions of greenhouse gases. The bill would also revise the definition of "natural carbon sequestration" for purposes of the above-described provisions.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

[AB 497](#) ([Wilson D](#)) San Francisco Bay/Sacramento-San Joaquin Delta Estuary Water Quality Control Plan: update: substitute environmental document: exemption.

Current Text: Amended: 1/5/2026 [html](#) [pdf](#)

Introduced: 2/10/2025

Last Amend: 1/5/2026

Status: 1/6/2026-Re-referred to Com. on W. P., & W.

Location: 1/5/2026-A. W.,P. & W.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Porter-Cologne Water Quality Control Act establishes a statewide program for the

control of the quality of all the waters in the state and makes certain legislative findings and declarations. Current law establishes the State Water Resources Control Board to exercise the adjudicatory and regulatory functions of the state in the field of water resources. Pursuant to its authority, the board adopted the Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Estuary (Bay-Delta Plan) that, among other things, establishes objectives to protect the beneficial uses of the water and prevent nuisance within the waters specified in the Bay-Delta Plan. The California Environmental Quality Act (CEQA), requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report (EIR) on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. This bill would require the board to adopt an update to the Bay-Delta Plan that addresses the Sacramento River and its tributaries, Sacramento-San Joaquin Delta (Delta) eastside tributaries, and the Delta no later than August 31, 2026. The bill would exempt the board from the requirements to prepare, provide for review, transmit to state agencies, and include written or oral responses to comments on a specified draft substitute environmental document, as provided.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

AB 514 (Petrie-Norris D) Water: emergency water supplies.

Current Text: Amended: 5/1/2025 [html](#) [pdf](#)

Introduced: 2/10/2025

Last Amend: 5/1/2025

Status: 5/23/2025-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/14/2025)(May be acted upon Jan 2026)

Location: 5/23/2025-A. 2 YEAR

Desk	Policy	2 year	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would declare that it is the established policy of the state to encourage, but not mandate, the development of emergency water supplies by both local and regional water suppliers, as defined, and to support their use during times of drought or unplanned service or supply disruption, as provided.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		
			ACWA - F	CMUA - S

AB 526 (Papan D) Energy: in-state geothermal energy generation.

Current Text: Amended: 4/10/2025 [html](#) [pdf](#)

Introduced: 2/10/2025

Last Amend: 4/10/2025

Status: 5/23/2025-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/14/2025)(May be acted upon Jan 2026)

Location: 5/23/2025-A. 2 YEAR

Desk	Policy	2 year	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law establishes a state policy that eligible renewable energy resources and zero-carbon resources supply 90% of all retail sales of electricity to California end-use customers by December 31, 2035, 95% of all retail sales of electricity to California end-use customers by December 31, 2040, 100% of all retail sales of electricity to California end-use customers by December 31, 2045, and 100% of electricity procured to serve all state agencies by December 31, 2035, as provided. Current law requires the Public Utilities Commission (PUC), State Energy Resources Conservation and Development Commission (Energy Commission), and State Air Resources Board to issue a joint report to the Legislature by January 1, 2021, and every 4 years thereafter, that includes specified information relating to the implementation of that state policy. Current law requires the PUC and the Energy Commission to undertake various actions in furtherance of meeting the state's clean energy and pollution reduction objectives. This bill would require the Energy Commission, in coordination with specified agencies, to develop a strategic plan for new in-state geothermal energy in California, as specified. The bill would require the Energy Commission to submit the strategic plan to the Natural Resources Agency and the Legislature on or before June 30, 2027. The bill would require the Energy Commission, in coordination with specified agencies, to work with stakeholders, other relevant federal, state, and local agencies, interested Native American tribes, California load-serving entities, and the geothermal energy industry to identify suitable and recommended locations for the development of

new in-state geothermal energy.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

AB 532 (Ransom D) Water rate assistance program.

Current Text: Amended: 7/17/2025 [html](#) [pdf](#)

Introduced: 2/11/2025

Last Amend: 7/17/2025

Status: 8/29/2025-Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/18/2025)(May be acted upon Jan 2026)

Location: 8/29/2025-S. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	2 year	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current federal law, the Consolidated Appropriations Act, 2021 requires the federal Department of Health and Human Services to carry out a Low-Income Household Drinking Water and Wastewater Emergency Assistance Program, which is also known as the Low Income Household Water Assistance Program, for making grants to states and Indian tribes to assist low-income households that pay a high proportion of household income for drinking water and wastewater services, as provided. Current law requires the Department of Community Services and Development to administer the Low Income Household Water Assistance Program in this state, and to receive and expend moneys appropriated and allocated to the state for purposes of that program, pursuant to the above-described federal law. The Low Income Household Water Assistance Program was only operative until March 31, 2024. This bill would repeal the above-described requirements related to the Low Income Household Water Assistance Program.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1	ACWA - F	CMUA - Sponsor

AB 541 (DeMaio R) California Public Records Act Ombudsperson.

Current Text: Amended: 3/28/2025 [html](#) [pdf](#)

Introduced: 2/11/2025

Last Amend: 3/28/2025

Status: 5/23/2025-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/23/2025)(May be acted upon Jan 2026)

Location: 5/23/2025-A. 2 YEAR

Desk	Policy	2 year	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would, until January 1, 2029, and subject to appropriation, establish the Office of the California Public Records Act Ombudsperson. The bill would require the Governor to appoint the ombudsperson subject to certain requirements. The bill would require the ombudsperson to receive and investigate requests for review, as defined, determine whether the denials of original requests, as defined, complied with the California Public Records Act, and issue written opinions of its determination, as provided. The bill would require the ombudsperson to create a process to that effect, and would authorize a member of the public to submit a request for review to the ombudsperson consistent with that process. The bill would require the ombudsperson, within 30 days from receipt of a request for review, to make a determination, as provided, and would require the state agency to provide the public record if the ombudsperson determines that it was improperly denied. The bill would require the ombudsperson to create a process through which a person whose information is contained in a record being reviewed may intervene to assert their privacy and confidentiality rights, and would otherwise require the ombudsperson to maintain the privacy and confidentiality of records, as provided. The bill would require the ombudsperson to report to the Legislature, on or before March 31, 2027, and annually thereafter, on, among other things, the number of requests for review the ombudsperson has received in the prior year.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

AB 550 (Petrie-Norris D) The California Endangered Species Act: take of species: renewable electrical

generation facilities.

Current Text: Amended: 5/6/2025 [html](#) [pdf](#)

Introduced: 2/11/2025

Last Amend: 5/6/2025

Status: 7/17/2025-Failed Deadline pursuant to Rule 61(a)(10). (Last location was N.R. & W. on 6/11/2025)(May be acted upon Jan 2026)

Location: 7/17/2025-S. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	2 year	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered	
1st House				2nd House				Conc.				

Summary: The California Endangered Species Act prohibits the taking of an endangered, threatened, or candidate species, except as specified. Under the act, the Department of Fish and Wildlife may authorize the take of listed species by certain entities through permits or memorandums of understanding for specified purposes. The act allows take by permit if, among other things, the impact of the authorized take is fully minimized and mitigated. This bill would provide that if an at-risk species, as defined, becomes listed as an endangered, threatened, or candidate species, further authorization or approval shall not be required for a take of that species, if specified conditions are met, including that the potential listing of the at-risk species was anticipated in a permit previously issued by the department for incidental take caused by a renewable electrical generation facility. The bill would authorize the department, in partnership with a permit applicant for an incidental take caused by a renewable electrical generation facility, to develop a research project that evaluates specified factors. The bill would authorize a research project reviewed and approved by the department to contribute to a renewable electrical generation project’s mitigation, as provided.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors		Priority 1		

AB 591

(Caloza D) Emergency services: mutual aid: public works.

Current Text: Introduced: 2/12/2025 [html](#) [pdf](#)

Introduced: 2/12/2025

Status: 5/23/2025-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/21/2025)(May be acted upon Jan 2026)

Location: 5/23/2025-A. 2 YEAR

Desk	Policy	2 year	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered	
1st House				2nd House				Conc.				

Summary: The California Emergency Services Act establishes the Office of Emergency Services within the Governor’s office under the supervision of the Director of Emergency Services and makes the office responsible for the state’s emergency and disaster response services. The office serves as the State Disaster Council for the purposes of the California Disaster and Civil Defense Master Mutual Aid Agreement. Current law states it is the purpose of the Legislature to facilitate the rendering of aid to areas stricken by an emergency and to make unnecessary the execution of written agreements customarily entered into by public agencies exercising joint powers, and that emergency plans duly adopted and approved as provided by the Governor shall be effective as satisfying the requirement for mutual aid operational plans provided in the Master Mutual Aid Agreement. Current law requires outside aid be rendered in accordance with approved emergency plans during any state of war emergency or state of emergency when the need arises in any county, city and county, or city. This bill would additionally state that it is the purpose of the Legislature to facilitate the rendering of public works resources critical for disaster response and recovery to areas stricken by an emergency. The bill would require that outside aid rendered during any state of war emergency or state of emergency includes public works personnel, equipment, and materials.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors		Priority 1		

CMUA - F

AB 687

(Patterson R) Forestry: timber operations: maintenance of timberlands for fuels reduction.

Current Text: Amended: 5/23/2025 [html](#) [pdf](#)

Introduced: 2/14/2025

Last Amend: 5/23/2025

Status: 7/17/2025-Failed Deadline pursuant to Rule 61(a)(10). (Last location was N.R. & W. on 6/18/2025)(May be acted upon Jan 2026)

Location: 7/17/2025-S. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	2 year	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Z'berg-Nejedly Forest Practice Act of 1973 prohibits a person from conducting timber operations unless a timber harvesting plan prepared by a registered professional forester has been submitted to, and approved by, the Department of Forestry and Fire Protection. The act provides that any person who willfully violates any provision of the act or rule or regulation of the State Board of Forestry and Fire Protection is guilty of a misdemeanor. This bill would authorize up to 35 projects per year that are exclusively for noncommercial wildfire fuels reduction in timberland, less than 1,500 acres in size, and paid for in part or in whole with public funds, to prepare a timber harvesting plan to comply with the California Environmental Quality Act (CEQA). By expanding the scope of a crime, the bill would create a state-mandated local program. The bill would repeal these provisions on January 1, 2031.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors		Priority 1		
			ACWA - F	

[AB 707](#)

(Soria D) San Luis and Delta-Mendota Water Authority: B.F. Sisk Dam Raise and Reservoir Expansion Project.

Current Text: Introduced: 2/14/2025 [html](#) [pdf](#)

Introduced: 2/14/2025

Status: 2/15/2025-From printer. May be heard in committee March 17.

Location: 2/14/2025-A. PRINT

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would appropriate \$455,500,000 from the General Fund to the San Luis and Delta-Mendota Water Authority for the purpose of funding the State Highway 152 Route improvements required to complete the B.F. Sisk Dam Raise and Reservoir Expansion Project.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

[AB 745](#)

(Irwin D) Electricity: climate credits.

Current Text: Amended: 5/30/2025 [html](#) [pdf](#)

Introduced: 2/18/2025

Last Amend: 5/30/2025

Status: 9/11/2025-Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/10/2025)(May be acted upon Jan 2026)

Location: 9/11/2025-S. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	2 year	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The California Global Warming Solutions Act of 2006 authorizes the State Air Resources Board to include the use of market-based compliance mechanisms in regulating of greenhouse gases. The implementing regulations adopted by the state board provide for the direct allocation of greenhouse gas allowances to electrical corporations pursuant to a market-based compliance mechanism. Current law vests the Public Utilities Commission with regulatory jurisdiction over public utilities, including electrical corporations. Current law, except as provided, requires revenues received by an electrical corporation as a result of the direct allocation of greenhouse gas allowances to be credited directly to residential, small business, and emissions-intensive trade-exposed retail customers of the electrical corporation, commonly known as the California Climate Credit. This bill would require the credit provided to residential customers of an electrical corporation to be provided on the bills of those customers for the months of July, August, and September of each year, or as otherwise directed by the commission to address extreme, unforeseen, and temporary circumstances. The bill would require the credit to be volumetric, rather than independent of consumption.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		
			CMUA - W	

[AB 846](#)

(Connolly D) Endangered species: incidental take: wildfire preparedness activities.

Current Text: Amended: 6/26/2025 [html](#) [pdf](#)

Introduced: 2/19/2025

Last Amend: 6/26/2025

Status: 8/29/2025-Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 7/14/2025)(May be acted upon Jan 2026)

Location: 8/28/2025-S. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	2 year	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The California Endangered Species Act prohibits the taking of an endangered, threatened, or candidate species, except as specified. Under the act, the Department of Fish and Wildlife (department) may authorize the take of listed species by certain entities through permits or memorandums of understanding for specified purposes. Current law requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Existing law requires a local agency to designate, by ordinance, moderate, high, and very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the State Fire Marshal, as provided. This bill would authorize a city, county, city and county, special district, or other local agency to submit to the department a wildfire preparedness plan to conduct wildfire preparedness activities on land designated as a fire hazard severity zone, as defined, that minimizes impacts to wildlife and habitat for candidate, threatened, and endangered species. The bill would require the wildfire preparedness plan to include, among other things, a brief description of the planned wildfire preparedness activities, the approximate dates for the activities, and a description of the candidate, endangered, and threatened species within the plan area. The bill would require the department to impose a fee on a local agency for the cost of reviewing a wildfire preparedness plan submitted by that local agency, as specified. The bill would require the department, if sufficient information is included in the wildfire preparedness plan for the department to determine if an incidental take permit is required, to notify the local agency within 90 days of receipt of the wildfire preparedness plan if an incidental take permit or other state permit is needed, or if there are other considerations, exemptions, or streamlined pathways that the wildfire preparedness activities qualify for, including, but not limited to, the State Board of Forestry and Fire Protection's California Vegetation Treatment Program.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1	ACWA - F	

AB 854

(Petrie-Norris D) California Environmental Quality Act: exemptions.

Current Text: Amended: 4/22/2025 [html](#) [pdf](#)

Introduced: 2/19/2025

Last Amend: 4/22/2025

Status: 5/1/2025-Failed Deadline pursuant to Rule 61(a)(2). (Last location was U. & E. on 4/24/2025) (May be acted upon Jan 2026)

Location: 5/1/2025-A. 2 YEAR

Desk	2 year	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. This bill would exempt from CEQA projects that consist of the inspection, maintenance, repair, restoration, reconditioning, reconducting with advanced conductors, replacement, or removal of a transmission wire or cable used to conduct electricity or other piece of equipment that is directly attached to the wire or cable and that meet certain requirements. If a lead agency determines that a project is exempt from CEQA pursuant to the above provision, the bill would require the lead agency to file a notice of exemption with the Office of Land Use and Climate Innovation and the county clerk in each county in which the project is located, as provided. By increasing the duties of a lead agency, the bill would impose a state-mandated local program.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

AB 929

(Connolly D) Sustainable groundwater management: managed wetlands.

Current Text: Amended: 6/26/2025 [html](#) [pdf](#)

Introduced: 2/19/2025

Last Amend: 6/26/2025

Status: 9/11/2025-Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/10/2025)(May be acted upon Jan 2026)

Location: 9/11/2025-S. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	2 year	Conf. Conc.	Enrolled	Vetoed	Chaptered	
1st House				2nd House								

Summary: The Sustainable Groundwater Management Act requires all groundwater basins designated as high- or medium-priority basins by the Department of Water Resources to be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans, except as specified. Current law defines various terms for purposes of the act. This bill would add various defined terms for purposes of the act, including the terms "managed wetland" and "small community water system."

Organization	Position	Priority	Misc1	Misc2
State Water Contractors		Priority 1	ACWA - O	CMUA - NF/A

AB 941

(Zbur D) California Environmental Quality Act: electrical infrastructure projects.

Current Text: Amended: 4/23/2025 [html](#) [pdf](#)

Introduced: 2/19/2025

Last Amend: 4/23/2025

Status: 5/23/2025-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/14/2025)(May be acted upon Jan 2026)

Location: 5/23/2025-A. 2 YEAR

Desk	Policy	2 year	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	
1st House				2nd House								

Summary: The California Environmental Quality Act (CEQA) exempts certain projects from its requirements, including actions necessary to prevent or mitigate an emergency. Current law prohibits an electrical corporation from beginning the construction of a line, plant, or system, or extensions of those facilities without first obtaining from the Public Utilities Commission a certificate that the present or future convenience and necessity require or will require the construction. Current law specifies that the certificate is not required for the extension, expansion, upgrade, or other modification of existing electrical transmission facilities. This bill would require the commission to determine whether to certify the environmental impact report for an electrical infrastructure project that is a priority project, as defined, no later than 270 days after the commission determines that an application for an electrical infrastructure project is complete, except as specified. The bill would require a project applicant to identify an electrical infrastructure project that is a priority project and the basis for the designation in the application to the commission. The bill would require commission staff to review an application for a priority project no later than 30 days after it is filed and notify the applicant in writing of any deficiencies in the information and data submitted in the application. The bill would require the applicant to correct any deficiencies or notify the commission in writing why it is unable to, to correct those deficiencies, as specified, within 60 days of that notification. The bill would require the commission to deem an application for a priority project complete with a preliminary ruling setting the scope and schedule, as provided.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		CMUA - W

AB 942

(Calderon D) Electricity: climate credits.

Current Text: Amended: 7/17/2025 [html](#) [pdf](#)

Introduced: 2/19/2025

Last Amend: 7/17/2025

Status: 8/29/2025-From committee: Do pass and re-refer to Com. on RLS. (Ayes 5. Noes 2.) (August 29). Re-referred to Com. on RLS.

Location: 8/29/2025-S. RLS.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	
1st House				2nd House								

Summary: Current law vests the Public Utilities Commission (PUC) with regulatory authority over public utilities, including electrical corporations. Current law requires the PUC to continue a program of assistance to low-income electric and gas customers with annual household incomes that are no greater than 200% of the federal poverty guidelines, as specified, which is referred to as the California Alternate Rates for Energy (CARE) program. Current law also requires the PUC to continue a program of assistance to residential customers of the state's 3 largest electrical corporations consisting of

households of 3 or more persons with total household annual gross income levels between 200% and 250% of the federal poverty guideline level, which is referred to as the Family Electric Rate Assistance (FERA) program. Current law, except as provided, requires revenues received by an electrical corporation as a result of the direct allocation of greenhouse gas allowances to be credited directly to residential, small business, and emissions-intensive trade-exposed retail customers of the electrical corporation, commonly known as the California Climate Credit. This bill would exclude residential customers from receiving the California Climate Credit if they are not enrolled in the CARE or FERA program and their total electricity bills for the previous year were less than \$300.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		
ACWA - NF/A				

AB 990 (Hadwick R) Public water systems: emergency notification plan.

Current Text: Introduced: 2/20/2025 [html](#) [pdf](#)

Introduced: 2/20/2025

Status: 9/11/2025-Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 6/30/2025)(May be acted upon Jan 2026)

Location: 9/11/2025-S. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	2 year	Conf. Conc.	Enrolled	Vetoed	Chaptured
1st House				2nd House							

Summary: Current law prohibits a person from operating a public water system without an emergency notification plan that has been submitted to and approved by the State Water Resources Control Board. Current law requires the emergency notification plan to provide for immediate notice to the customers of the public water system of any significant rise in the bacterial count of water or other failure to comply with any primary drinking water standard that represents an imminent danger to the health of the water users. This bill would authorize and encourage a public water system to provide notification to water users in their preferred language when updating the emergency notification plan, if resources are available.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

AB 1018 (Bauer-Kahan D) Automated decision systems.

Current Text: Amended: 9/5/2025 [html](#) [pdf](#)

Introduced: 2/20/2025

Last Amend: 9/5/2025

Status: 9/13/2025-Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/13/2025)(May be acted upon Jan 2026)

Location: 9/13/2025-S. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	2 year	Conf. Conc.	Enrolled	Vetoed	Chaptured
1st House				2nd House							

Summary: The California Fair Employment and Housing Act establishes the Civil Rights Department within the Business, Consumer Services, and Housing Agency and requires the department to, among other things, bring civil actions to enforce the act. Current law requires, on or before September 1, 2024, the Department of Technology to conduct, in coordination with other interagency bodies as it deems appropriate, a comprehensive inventory of all high-risk automated decision systems that have been proposed for use, development, or procurement by, or are being used, developed, or procured by, any state agency. This bill would generally regulate the development and deployment of an automated decision system (ADS) used to make consequential decisions, as defined. The bill would define "automated decision system" to mean a computational process derived from machine learning, statistical modeling, data analytics, or artificial intelligence that issues simplified output, including a score, classification, or recommendation, that is designed or used to assist or replace human discretionary decisionmaking and materially impacts natural persons. This bill would require a developer of a covered ADS, as defined, to take certain actions, including conduct impact assessments of the covered ADS and provide deployers to whom the developer transfers the covered ADS with certain information, including a high-level summary of the results of those impact assessments.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors		Priority 1		

AB 1033 (Lackey R) Eminent domain: appraisals: compensation.

Current Text: Amended: 5/23/2025 [html](#) [pdf](#)

Introduced: 2/20/2025

Last Amend: 5/23/2025

Status: 8/29/2025-Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/18/2025)(May be acted upon Jan 2026)

Location: 8/29/2025-S. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	2 year	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Eminent Domain Law authorizes a public entity to exercise the power of eminent domain to acquire property for a public use, as specified. Current law entitles the owner of a property acquired by eminent domain to specified compensation. Current law requires a public entity to pay reasonable costs, not to exceed \$5,000, of an independent appraisal ordered by the owner of a property that the public entity offers to purchase under the threat of eminent domain. This bill would increase the limitation on the reasonable costs of an independent appraisal to \$8,000.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

AB 1044 (Macedo R) Tule East Groundwater Sustainability Agency Act.

Current Text: Amended: 5/23/2025 [html](#) [pdf](#)

Introduced: 2/20/2025

Last Amend: 5/23/2025

Status: 6/9/2025-Failed Deadline pursuant to Rule 61(a)(8). (Last location was INACTIVE FILE on 6/9/2025)(May be acted upon Jan 2026)

Location: 6/5/2025-A. 2 YEAR

Desk	Policy	Fiscal	2 year	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Existing law, the Sustainable Groundwater Management Act, requires all groundwater basins designated as high- or medium-priority basins by the Department of Water Resources to be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans, except as specified. The act authorizes any local agency or combination of local agencies overlying a groundwater basin to decide to become a groundwater sustainability agency for that basin. The act deems certain agencies created by statute to manage groundwater the exclusive local agencies within their respective statutory boundaries with powers to comply with the act and authorizes these agencies to opt out of being the exclusive groundwater management agency. This bill would create the Tule East Groundwater Sustainability Agency and would establish the agency’s initial boundaries. The bill would authorize the boundaries of the agency to be adjusted, as specified. The bill would require the agency to elect to be a groundwater sustainability agency under the Sustainable Groundwater Management Act for that portion of the Tule Subbasin that lies within the boundaries of the agency and would require the agency to develop and implement a groundwater sustainability plan to achieve sustainable groundwater management within the territory of the agency. The bill would generally specify the powers and purposes of the agency. The bill would prescribe the composition of the 5-member board of directors of the agency and would require members and alternates to be chosen, as specified. By imposing duties on the agency and the County of Tulare, the bill would impose a state-mandated local program. The bill would deem the Tule East Groundwater Sustainability Agency the exclusive local agency with powers to comply with the Sustainable Groundwater Management Act. This bill contains other related provisions and other existing laws.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		
				CMUA - W

AB 1086 (Muratsuchi D) Marine Carbon Initiative.

Current Text: Amended: 5/6/2025 [html](#) [pdf](#)

Introduced: 2/20/2025

Last Amend: 5/6/2025

Status: 5/23/2025-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/14/2025)(May be acted upon Jan 2026)

Location: 5/23/2025-A. 2 YEAR

Desk	Policy	2 year	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would require the State Air Resources Board to establish the Marine Carbon Initiative and would set forth the objectives of the initiative, including advancing the body of research and scientific understanding of marine carbon dioxide removal and sequestration. The bill would require the initiative to include the Marine Carbon Council (council) and the Marine Carbon Research Program (program). The bill would require the state board, on or before July 1, 2027, to establish the council to advance the science and understanding of marine carbon dioxide removal and sequestration methods and technologies. The bill would require the council to consist of 7 members chosen by the state board who would be selected on or before August 1, 2027, and would specify the selection process for, and the qualifications of, the council. The bill would require the council, by July 1, 2028, to report to the state board with recommendations on marine carbon dioxide removal and sequestration, as specified. The bill would require the state board, on or before August 1, 2028, to establish the program, and would require the state board to administer the program in consultation with the council. The bill would require the program to award grants on a competitive basis, and other financial incentives the state board may designate, for eligible marine carbon dioxide removal and sequestration projects, as specified. The bill would require the council, on or before January 1, 2029, and biennially thereafter, to submit a report to the Legislature that, at minimum, summarizes the findings and progress of the council in its work, as provided. The bill would require, upon appropriation by the Legislature, the sum of \$2,000,000 to be allocated to the state board annually for no less than 7 years to fund the program.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

AB 1102 (Boerner D) Sea level rise and groundwater rise: contaminated sites: report.

Current Text: Amended: 4/9/2025 [html](#) [pdf](#)

Introduced: 2/20/2025

Last Amend: 4/9/2025

Status: 5/23/2025-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/14/2025)(May be acted upon Jan 2026)

Location: 5/23/2025-A. 2 YEAR

Desk	Policy	2 year	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Department of Toxic Substances Control generally regulates the management and handling of hazardous substances, materials, and waste. The bill would require, on or before January 1, 2027, the department and the State Water Resources Control Board to submit a report to the Legislature that includes specified information, including information relating to all contaminated sites that are vulnerable to sea level rise and groundwater rise.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

AB 1146 (Papan D) Water infrastructure: dams and reservoirs: water release: false pretenses.

Current Text: Amended: 6/23/2025 [html](#) [pdf](#)

Introduced: 2/20/2025

Last Amend: 6/23/2025

Status: 8/29/2025-Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/18/2025)(May be acted upon Jan 2026)

Location: 8/29/2025-S. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	2 year	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would prohibit the release of stored water from a reservoir owned and operated by the United States in this state if the release is done under false pretenses, which the bill would define to mean a release of water from a reservoir owned and operated by the United States in a manner that is knowingly, designedly, and intentionally under any false or fraudulent representation as to the purpose and intended use of the water. The bill would authorize the State Water Resources Control Board or the Attorney General, as provided, to bring an action for injunctive relief for a violation of the above-described prohibition. By expanding the scope of a crime, the bill would impose a state-mandated local program.

Organization	Position	Priority

State Water Contractors Watch Priority 1 **Misc1** **Misc2**
 ACWA - W CMUA - W

AB 1156 (Wicks D) Solar-use easements: suspension of Williamson Act contracts: terms of easement: termination.

Current Text: Amended: 9/9/2025 [html](#) [pdf](#)

Introduced: 2/20/2025

Last Amend: 9/9/2025

Status: 9/13/2025-Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/13/2025)(May be acted upon Jan 2026)

Location: 9/13/2025-A. 2 YEAR

Desk	Policy	Fiscal	2 year	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	
1st House				2nd House								

Summary: The California Land Conservation Act of 1965, otherwise known as the Williamson Act, authorizes a city or county to contract with a landowner to limit the use of agricultural land to agricultural use if the land is located in an agricultural preserve designated by the city or county, as specified. The act authorizes the parties to mutually agree to rescind the contract in order to simultaneously enter into a solar-use easement if approved by the Department of Conservation, as specified. Current law defines the term "solar-use easement" for these purposes to mean any right or interest acquired by a county, or city in a parcel or parcels determined to be eligible, as provided, where the deed or other instrument granting the right or interest imposes certain restrictions that effectively restrict the use of the land to photovoltaic solar facilities for the purpose of providing for the collection and distribution of solar energy and certain other incidental or subordinate uses or other alternative renewable energy facilities. This bill would revise the definition of the term "solar-use easement" to, among other changes, expand the authorized uses of the land under the easement to include solar energy storage and appurtenant renewable energy facilities.

Organization Position Priority Misc1 Misc2
 State Water Contractors Watch Priority 1

AB 1169 (Gonzalez, Jeff R) Wildlife grants: Shared Habitat Alliance for Recreational Enhancement program.

Current Text: Amended: 7/17/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

Last Amend: 7/17/2025

Status: 8/29/2025-Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/18/2025)(May be acted upon Jan 2026)

Location: 8/29/2025-S. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	2 year	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	
1st House				2nd House								

Summary: Current law establishes the Shared Habitat Alliance for Recreational Enhancement (SHARE) program to encourage private landowners to voluntarily make their land available to the public for wildlife-dependent recreational activities, as specified. Current law requires a cap on financial compensation offered to a private landowner of \$30 per acre, or \$50 per public participant per day. Current law authorizes the Department of Fish and Wildlife, as part of the SHARE program, to make grants to, or enter into agreements with, nonprofit organizations, governmental entities, or any other entities for purposes of carrying out the SHARE program. This bill would require, rather than authorize, the department to make those grants to, or enter into agreements with, the above-described entities, including a nonprofit conservation organization, when the department finds the grants or agreements are necessary for carrying out the purposes of the SHARE program. The bill would increase the required cap on financial compensation offered to private landowners pursuant to the SHARE program to \$52 per acre, or \$87 per public participant per day, and would require those figures to be adjusted annually for inflation, as provided. The bill would authorize the department to reimburse a nonprofit organization, a private landowner, or other entity for its services related to the implementation of the program. The bill would repeal these provisions on January 1, 2031.

Organization Position Priority Misc1 Misc2
 State Water Contractors Watch Priority 1

AB 1176 (Flora R) Energy: renewable energy resources program.

Current Text: Introduced: 2/21/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

Status: 5/8/2025-Failed Deadline pursuant to Rule 61(a)(3). (Last location was U. & E. on 3/13/2025) (May be acted upon Jan 2026)

Location: 5/8/2025-A. 2 YEAR

Desk	2 year	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law establishes the renewable energy resources program to increase the amount of electricity generated from eligible renewable energy resources. Current law defines various terms for purposes of the program, including "renewable electrical generation facility," a facility with specified characteristics that commences initial commercial operation after January 1, 2005. This bill would include as a "renewable electrical generation facility" for purposes of the program a facility that commenced initial commercial operation on January 1, 2005, and would make nonsubstantive changes.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

AB 1180 (Valencia D) Department of Financial Protection and Innovation: state payments.

Current Text: Amended: 7/7/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

Last Amend: 7/7/2025

Status: 8/29/2025-Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/18/2025)(May be acted upon Jan 2026)

Location: 8/29/2025-S. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	2 year	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Digital Financial Assets Law (DFAL) generally regulates digital financial asset business activity, including by prohibiting a covered person from taking certain actions with digital financial assets if that asset is a stablecoin, as defined and prescribed. The DFAL requires, among other charges, an applicant for a license to include a nonrefundable fee with an application, as specified. This bill would require the Department of Financial Protection and Innovation, in consultation with the Treasurer and the Controller, to adopt regulations to allow specified payments required under the DFAL to be made with stablecoins. The bill would require the department to submit, on or before January 1, 2029, a report to the Legislature on those regulations, as specified.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

AB 1182 (Irwin D) State Energy Resources Conservation and Development Commission: report: electrical grid infrastructure manufacturing.

Current Text: Introduced: 2/21/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

Status: 5/23/2025-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/14/2025)(May be acted upon Jan 2026)

Location: 5/23/2025-A. 2 YEAR

Desk	Policy	2 year	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would require the State Energy Resources Conservation and Development Commission to prepare and submit a report, on or before July 1, 2026, to the Governor and the Legislature regarding the status of electrical transmission and distribution grid infrastructure manufacturing in this state.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

AB 1191 (Tangipa R) California Renewables Portfolio Standard Program: hydroelectric generation.

Current Text: Introduced: 2/21/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

Status: 5/1/2025-Failed Deadline pursuant to Rule 61(a)(2). (Last location was U. & E. on 3/10/2025)

(May be acted upon Jan 2026)

Location: 5/1/2025-A. 2 YEAR

Desk	2 year	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law establishes the California Renewables Portfolio Standard Program, which requires the Public Utilities Commission to implement annual procurement targets for the procurement of eligible renewable energy resources, as defined, for all retail sellers, as defined, and requires local publicly owned electric utilities to adopt and implement renewable energy resources procurement plans to achieve the targets and goals of the program. Under current law, eligible renewable energy resources include small hydroelectric generation facilities of 30 megawatts or less that meet specified criteria. This bill would revise the definition of an eligible renewable energy resource for the purposes of the California Renewables Portfolio Standard Program to include all hydroelectric generating facilities and would make conforming changes.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		CMUA - W

AB 1222 (Bauer-Kahan D) Public utilities: judicial review.

Current Text: Amended: 4/21/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

Last Amend: 4/21/2025

Status: 5/23/2025-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/14/2025)(May be acted upon Jan 2026)

Location: 5/23/2025-A. 2 YEAR

Desk	Policy	2 year	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law authorizes a party aggrieved by a decision or order of the Public Utilities Commission to file a petition for a writ of review in the court of appeal or the Supreme Court for purposes of reviewing the decision or order within 30 days after the commission issues its decision denying the application for a rehearing, or, if the application was granted, within 30 days after the commission issues its decision on the rehearing, or at least 120 days after the application is granted if no decision on rehearing has been issued. This bill would extend the 30-day time periods to 90 days.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

AB 1227 (Ellis R) Wildfire safety: fuels reduction projects.

Current Text: Amended: 7/17/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

Last Amend: 7/17/2025

Status: 8/29/2025-Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/25/2025)(May be acted upon Jan 2026)

Location: 8/25/2025-S. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	2 year	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law authorizes the Governor, during a state of emergency, to suspend any regulatory statute, or statute prescribing the procedure for conduct of state business, or the orders, rules, or regulations of any state agency, if the Governor determines and declares that strict compliance with any statute, order, rule, or regulation would in any way prevent, hinder, or delay the mitigation of the effects of the emergency. Under the authority of the California Emergency Services Act, on March 1, 2025, Governor Gavin Newsom issued a proclamation of a state of emergency that suspends applicable state statutes, rules, regulations, and requirements that fall within the jurisdiction of boards, departments, and offices within the California Environmental Protection Agency or the Natural Resources Agency to the extent necessary for expediting critical fuels reduction projects, as provided. The proclamation requires an individual or entity desiring to conduct a critical fuels reduction project to request the secretary of the appropriate agency to make a determination that the proposed project is eligible for the suspension and requires the California Environmental Protection Agency and the Natural Resources Agency to maintain on their respective internet website a list of all suspensions approved. This bill would, on or before January 31, 2026, require the California Environmental Protection Agency and the Natural Resources Agency to each report to the Legislature information on the implementation of the above-described proclamation of emergency, as provided.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

AB 1228 (Essayli R) Electricity: expedited utility distribution infrastructure undergrounding program.

Current Text: Introduced: 2/21/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

Status: 5/1/2025-Failed Deadline pursuant to Rule 61(a)(2). (Last location was U. & E. on 3/10/2025) (May be acted upon Jan 2026)

Location: 5/1/2025-A. 2 YEAR

Desk	2 year	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires the Public Utilities Commission to establish an expedited utility distribution infrastructure undergrounding program for large electrical corporations. In order to participate in the program, current law requires a large electrical corporation to submit to the Office of Energy Infrastructure Safety a distribution infrastructure undergrounding plan, as provided. Upon approval of the plan by the office, current law requires the large electrical corporation to submit to the commission an application requesting review and conditional approval of the plan's costs and other specified information. This bill would specify that the approval of a distribution infrastructure undergrounding plan is not a project for purposes of the California Environmental Quality Act, as specified.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

AB 1243 (Addis D) Polluters Pay Climate Superfund Act of 2025.

Current Text: Amended: 4/10/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

Last Amend: 4/10/2025

Status: 4/29/2025-In committee: Set, first hearing. Hearing canceled at the request of author.

Location: 4/22/2025-A. JUD.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The California Climate Crisis Act declares that it is the policy of the state both to achieve net-zero greenhouse gas emissions as soon as possible, but no later than 2045, and achieve and maintain net-negative greenhouse gas emissions thereafter, and to ensure that by 2045, statewide anthropogenic greenhouse gas emissions are reduced to at least 85% below the 1990 levels. This bill would enact the Polluters Pay Climate Superfund Act of 2025 and would establish the Polluters Pay Climate Superfund Program to be administered by the California Environmental Protection Agency to require fossil fuel polluters to pay their fair share of the damage caused by greenhouse gases released into the atmosphere during the covered period, which the bill would define as the time period between the 1990 and 2024 calendar years, inclusive, resulting from the extraction, production, refining, sale, or combustion of fossil fuels or petroleum products, to relieve a portion of the burden to address cost borne by current and future California taxpayers. The bill would require the agency, within 90 days of the effective date of the act, to determine and publish a list of responsible parties, which the bill would define as an entity with a majority ownership interest in a business engaged in extracting or refining fossil fuels that, during the covered period, did business in the state or otherwise had sufficient contact with the state, and is determined by the agency to be responsible for more than 1,000,000,000 metric tons of covered fossil fuel emissions, as defined, in aggregate globally, during the covered period.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

AB 1260 (Ward D) Electricity: renewable energy subscription programs.

Current Text: Amended: 4/28/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

Last Amend: 4/28/2025

Status: 5/23/2025-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE

on 5/14/2025)(May be acted upon Jan 2026)

Location: 5/23/2025-A. 2 YEAR

Desk	Policy	2 year	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	
1st House				2nd House								

Summary: Current law requires the Public Utilities Commission (PUC) to evaluate each customer renewable energy subscription program to determine if the program meets certain goals and determine whether it would be beneficial to ratepayers to establish a new tariff or program or modify an existing tariff or program to establish a community renewable energy program consistent with certain requirements, including a requirement that the program provides bill credits to subscribers based on the avoided costs of the program’s facilities, as provided. Pursuant to this requirement, the PUC has adopted a community renewable energy program. This bill would revise and recast the requirements for the customer renewable energy subscription program to, among other things, specify that the avoided costs include certain avoided cost values. The bill would impose additional requirements that the program is required to meet, including requiring facilities participating in the program to have no more than 5 megawatts of generation capacity and no more than 5 megawatts of storage, and capping the total program capacity at 5 gigawatts or ending program subscription after 7 years, when either limit is first reached. The bill would require the PUC, on or before September 1, 2026, to adopt or modify the community renewable energy program to ensure consistency with certain requirements, as provided. The bill would require each community choice aggregator and electric service provider, within 180 days of the adoption or modification of the program, to notify the PUC regarding whether it will participate in the program. The bill would authorize a community choice aggregator or electric service provider to begin participating in, or end its participation in, the program at any time by notifying the PUC. The bill would require the PUC, beginning 2 years from the adoption or modification of the program, to evaluate the program to ensure consistency with the program’s requirements and would require the PUC to authorize the termination or modification of the program if the PUC determines that the program does not meet those requirements.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

AB 1301 (Petrie-Norris D) Electricity: Power Exchange.

Current Text: Introduced: 2/21/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

Status: 7/17/2025-Failed Deadline pursuant to Rule 61(a)(10). (Last location was E. U., & C. on 5/28/2025)(May be acted upon Jan 2026)

Location: 7/17/2025-S. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	2 year	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	
1st House				2nd House								

Summary: Current law establishes a Power Exchange as a nonprofit public benefit corporation to provide an efficient competitive auction, open on a nondiscriminatory basis to all suppliers of electricity, that meets the loads of all of its customers at efficient prices. This bill would abolish the Power Exchange and would make various conforming changes.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

AB 1302 (Wallis R) Electricity: customer generators: departing load charges.

Current Text: Amended: 3/25/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

Last Amend: 3/25/2025

Status: 5/1/2025-Failed Deadline pursuant to Rule 61(a)(2). (Last location was U. & E. on 3/24/2025) (May be acted upon Jan 2026)

Location: 5/1/2025-A. 2 YEAR

Desk	2 year	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	
1st House				2nd House								

Summary: Would require the State Energy Resources Conservation and Development Commission, until December 31, 2031, to study and design a new system for allowing electrical customers of electrical corporations, community choice aggregators, local publicly owned electric utilities, and electrical cooperatives to generate their own electricity on their commercial or residential sites. The bill would require the commission, in designing the new system, to ensure all electrical customers are treated fairly, increase transparency in the calculation and application of departing load charges,

promote the development and integration of renewable energy sources, support the state’s clean energy goals, consider the benefits of customer-generated energy, and provide a mechanism for stakeholder input, as provided. The bill would require the commission, on or before December 31, 2027, to submit a report to the Legislature detailing the proposed new process for departing load charges and any recommendations for legislative action.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

AB 1313 (Papan D) Water quality: permits.

Current Text: Amended: 5/27/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

Last Amend: 5/27/2025

Status: 6/5/2025-Failed Deadline pursuant to Rule 61(a)(8). (Last location was INACTIVE FILE on 6/4/2025)(May be acted upon Jan 2026)

Location: 6/5/2025-A. 2 YEAR

Desk	Policy	Fiscal	2 year	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Under current law, the State Water Resources Control Board and the 9 California regional water quality control boards regulate water quality and prescribe waste discharge requirements in accordance with the federal national pollutant discharge elimination system (NPDES) permit program established by the federal Clean Water Act and the Porter-Cologne Water Quality Control Act. Current law requires each regional board to formulate and adopt water quality control plans for all areas within the region, as provided. The bill would require the state board, after making the necessary residual designation authority findings, to establish a statewide commercial, industrial, and institutional NPDES order for properties with 5 acres or more of impervious surface, as provided. The bill would require the state board to publish a draft order of the statewide order for public comment on or before December 31, 2028, or 18 months after the reissuance of a specified statewide permit, as specified. The bill would require the state board to contemporaneously establish rules for offsite compliance agreements to issue with the publication of the draft statewide order for public comment that details the necessary components of an agreement between commercial, industrial, and institutional permittees and local municipalities for achieving offsite stormwater capture and use within the adopted final statewide commercial, industrial, and institutional NPDES order.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		
			ACWA - NF/A	CMUA - NF/A

AB 1347 (Carrillo D) Electrical modernization zones.

Current Text: Amended: 3/28/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

Last Amend: 3/28/2025

Status: 5/1/2025-Failed Deadline pursuant to Rule 61(a)(2). (Last location was U. & E. on 4/22/2025) (May be acted upon Jan 2026)

Location: 5/1/2025-A. 2 YEAR

Desk	2 year	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires the Public Utilities Commission (PUC), in consultation with the State Energy Resources Conservation and Development Commission (Energy Commission) and the Independent System Operator (ISO), to take specified actions to facilitate the commercialization of microgrids for distribution customers of large electrical corporations. This bill would require the Governor’s Office of Business and Economic Development, in conjunction with the ISO, to identify six electrical infrastructure modernization zones, as provided. The bill would require the PUC and the Energy Commission to recognize these zones as load growth priority areas. The bill would authorize an electrical corporation that serves a customer within an electrical infrastructure modernization zone to work with the local jurisdiction to update its electrical load projections. The bill would require the PUC to authorize an electrical corporation that serves a customer within an electrical infrastructure modernization zone to expedite cost recovery and to manage microgrids, as specified.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

AB 1367 (Gallagher R) The California Water Plan: water storage.

Current Text: Introduced: 2/21/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

Status: 5/1/2025-Failed Deadline pursuant to Rule 61(a)(2). (Last location was W.,P. & W. on 3/13/2025)(May be acted upon Jan 2026)

Location: 5/1/2025-A. 2 YEAR

Desk	2 year	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires the Department of Water Resources to update every 5 years the California Water Plan for the orderly and coordinated control, protection, conservation, development, and use of the water resources of the state. This bill would require the department to amend The California Water Plan to state that water storage is the preferred method to be used by the state to meet increased water demands by urban, agricultural, and environmental interests.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

AB 1413 (Papan D) Sustainable Groundwater Management Act: groundwater adjudication.

Current Text: Amended: 9/2/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

Last Amend: 9/2/2025

Status: 9/11/2025-Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/9/2025)(May be acted upon Jan 2026)

Location: 9/11/2025-S. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	2 year	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires the Department of Water Resources to periodically review the groundwater sustainability plans developed by groundwater sustainability agencies pursuant to the act to evaluate whether a plan conforms with specified laws and is likely to achieve the sustainability goal for the basin covered by the plan. Current law requires a groundwater sustainability agency to evaluate its groundwater sustainability plan periodically. This bill would require a groundwater sustainability agency to, at least once every 7 years, review, and update if appropriate, its sustainable yield to ensure that the sustainable yield is based on the best available information and best available science, as defined, and will achieve sustainable groundwater management. The bill would also require a groundwater sustainability agency to provide an opportunity for public review and comment before making a determination whether to update its sustainable yield. To the extent that these requirements impose additional duties on groundwater sustainability agencies that are local agencies, the bill would impose a state-mandated local program.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		
			ACWA - NF/A	CMUA - NF/A

AB 1436 (Ávila Farías D) Public Utilities Commission: outreach.

Current Text: Amended: 4/2/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

Last Amend: 4/2/2025

Status: 7/17/2025-Failed Deadline pursuant to Rule 61(a)(10). (Last location was E. U., & C. on 5/28/2025)(May be acted upon Jan 2026)

Location: 7/17/2025-S. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	2 year	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law, in effect until January 1, 2020, required the Policy and Planning Division of the Public Utilities Commission to undertake one or more studies of outreach efforts undertaken by other state and federal utility regulatory bodies and make recommendations to the commission to promote effective outreach, including metrics for use in evaluating success. This bill would repeal that obsolete provision.

Organization	Position	Priority	Misc1	Misc2

[AB 1456](#) (Bryan D) California Environmental Quality Act: California Vegetation Treatment Program.

Current Text: Amended: 7/18/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

Last Amend: 7/18/2025

Status: 8/29/2025-Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/18/2025)(May be acted upon Jan 2026)

Location: 8/29/2025-S. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	2 year	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA authorizes the preparation and certification of an EIR for a program, plan, policy, or ordinance, commonly known as a "program EIR," and requires a lead agency to examine later activities in the program in light of the program EIR to determine whether an additional environmental document is required to be prepared. This bill would require, on or before January 1, 2027, the State Board of Forestry and Fire Protection to update the California Vegetation Treatment Program Final Program Environmental Impact Report (FPEIR) to, among other things, expand the area that is treatable landscape under the FPEIR to portions of the state suitable for vegetation treatment consistent with the FPEIR, regardless of fire suppression responsibility designation, and recognize cultural burning conducted pursuant to a specified law as a covered treatment activity. The bill would authorize a public agency to partner with a federally recognized California Native American tribe to conduct a project under the FPEIR in the agency's jurisdiction.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

[AB 1469](#) (Hart D) Disaster preparedness: public water systems.

Current Text: Introduced: 2/21/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

Status: 5/8/2025-Failed Deadline pursuant to Rule 61(a)(3). (Last location was PRINT on 2/21/2025) (May be acted upon Jan 2026)

Location: 5/8/2025-A. 2 YEAR

2 year	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: The California Emergency Services Act requires all public water systems, as defined, with 10,000 or more service connections to review and revise their disaster preparedness plans in conjunction with related agencies, including, but not limited to, local fire departments and the Office of Emergency Services to ensure that the plans are sufficient to address possible disaster scenarios. Current law requires these public water systems to, following a declared state of emergency, furnish an assessment of their emergency response and recommendations to the Legislature within 6 months after each disaster, and to implement the recommendations in a timely manner. Current law requires the office to establish emergency response and recovery plans in coordination with these public water systems. This bill would make nonsubstantive changes to those provisions.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

[AB 1480](#) (Valencia D) Local government: County of Orange.

Current Text: Amended: 3/28/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

Last Amend: 3/28/2025

Status: 5/1/2025-Failed Deadline pursuant to Rule 61(a)(2). (Last location was L. GOV. on 3/28/2025) (May be acted upon Jan 2026)

Location: 5/1/2025-A. 2 YEAR

Desk	2 year	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The California Constitution provides that the state is divided into counties, which are legal subdivisions, and requires, among other things, that the Legislature provide for an elected governing body in each county. Current law requires the income and revenue paid into the county treasury to be at once appropriated to and kept in separate funds. This bill would require the local official in the County of Orange charged with the authority to execute decisions on the Orange County Investment Fund who is elected or appointed on or after January 1, 2026, to meet the same minimum qualifications of the Treasurer-Tax Collector of the County of Orange, and any member of the Audit Oversight Committee of the County of Orange appointed to the committee on or after January 1, 2026, to meet the same minimum qualifications of the members of the prior Treasury Oversight Committee of the County of Orange.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

AB 1484

(Bennett D) Energy reliability.

Current Text: Introduced: 2/21/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

Status: 5/8/2025-Failed Deadline pursuant to Rule 61(a)(3). (Last location was PRINT on 2/21/2025) (May be acted upon Jan 2026)

Location: 5/8/2025-A. 2 YEAR

2 year	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Existing law establishes the Independent System Operator (ISO) as a nonprofit, public benefit corporation to ensure efficient use and reliable operation of the transmission grid and to manage the transmission grid and related energy markets, as specified. Existing law requires the Public Utilities Commission (PUC), in consultation with the ISO, to establish resource adequacy requirements for all load-serving entities, defined as including electrical corporations, electric service providers, and community choice aggregators. Existing law, in establishing resource adequacy requirements, requires the PUC to ensure the reliability of electrical service in California, as provided. Existing law requires the ISO to ensure the efficient use and reliable operation of the transmission grid, consistent with certain criteria, and authorizes the ISO to amend its tariff to be consistent with that requirement, as deemed necessary and subject to approval by the Federal Energy Regulatory Commission. This bill would make a nonsubstantive change to the provision requiring the ISO to ensure the efficient use and reliable operation of the transmission grid.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

ABX1 1

(Gabriel D) Budget Act of 2024.

Current Text: Amended: 1/10/2025 [html](#) [pdf](#)

Introduced: 12/2/2024

Last Amend: 1/10/2025

Status: 2/3/2025-From committee without further action.

Location: 1/9/2025-A. BUDGET

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would amend the Budget Act of 2024 by making changes to existing appropriations, as provided. This bill contains other related provisions.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

SB 74

(Seyarto R) Office of Land Use and Climate Innovation: Infrastructure Gap-Fund Program.

Current Text: Amended: 4/7/2025 [html](#) [pdf](#)

Introduced: 1/15/2025

Last Amend: 4/7/2025

Status: 8/28/2025-Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 7/2/2025)(May be acted upon Jan 2026)

Location: 8/28/2025-A. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	2 year	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law establishes the Office of Land Use and Climate Innovation in the Governor’s office for the purpose of serving the Governor and the Governor’s cabinet as staff for long-range planning and research and constituting the comprehensive state planning agency. Current law authorizes a local agency to finance infrastructure projects through various means, including by authorizing a city or county to establish an enhanced infrastructure financing district to finance public capital facilities or other specified projects of communitywide significance that provide significant benefits to the district or the surrounding community. This bill would require the office, upon appropriation by the Legislature, to establish the Infrastructure Gap-Fund Program to provide grants to local agencies for the development and construction of infrastructure projects, as defined, facing unforeseen costs after starting construction. The bill would authorize the office to provide funding for up to 20% of a project’s additional projected cost, as defined, after the project has started construction, subject to specified conditions, including, among other things, that the local agency has allocated existing local tax revenue for at least 45% of the initially budgeted total cost of the infrastructure project. When applying to the program, the bill would require the local agency to demonstrate challenges with completing the project on time and on budget and how the infrastructure project helps meet state and local goals, as specified.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

SB 90

(Seyarto R) Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024: grants: improvements to public evacuation routes: mobile rigid water storage: electrical generators.

Current Text: Amended: 3/12/2025 [html](#) [pdf](#)

Introduced: 1/22/2025

Last Amend: 3/12/2025

Status: 5/23/2025-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/5/2025)(May be acted upon Jan 2026)

Location: 5/23/2025-S. 2 YEAR

Desk	Policy	2 year	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024, approved by the voters as Proposition 4 at the November 5, 2024, statewide general election, authorized the issuance of bonds in the amount of \$10,000,000,000 pursuant to the State General Obligation Bond Law to finance projects for safe drinking water, drought, flood, and water resilience, wildfire and forest resilience, coastal resilience, extreme heat mitigation, biodiversity and nature-based climate solutions, climate-smart, sustainable, and resilient farms, ranches, and working lands, park creation and outdoor access, and clean air programs. The act makes \$135,000,000 available, upon appropriation by the Legislature, to the Office of Emergency Services for a wildfire mitigation grant program to provide, among other things, loans, direct assistance, and matching funds for projects that prevent wildfires, increase resilience, maintain existing wildfire risk reduction projects, reduce the risk of wildfires to communities, or increase home or community hardening. The act provides that eligible projects include, but are not limited to, grants to local agencies, state agencies, joint powers authorities, tribes, resource conservation districts, fire safe councils, and nonprofit organizations for structure hardening of critical community infrastructure, wildfire smoke mitigation, evacuation centers, including community clean air centers, structure hardening projects that reduce the risk of wildfire for entire neighborhoods and communities, water delivery system improvements for fire suppression purposes for communities in very high or high fire hazard areas, wildfire buffers, and incentives to remove structures that significantly increase hazard risk. This bill would include in the list of eligible projects grants to the above-mentioned entities for improvements to public evacuation routes in very high and high fire hazard severity zones, mobile rigid dip tanks, as defined, to support firefighting efforts, prepositioned mobile rigid water storage, as defined, and improvements to the response and effectiveness of fire engines and helicopters.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

SB 222

(Wiener D) Residential heat pump systems: water heaters and HVAC: installations.

Current Text: Amended: 1/5/2026 [html](#) [pdf](#)

Introduced: 1/27/2025

Last Amend: 1/5/2026

Status: 1/8/2026-Set for hearing January 14.

Location: 1/6/2026-S. L. GOV.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires the State Energy Resources Conservation and Development Commission, on or before January 1, 2019, in consultation with the Contractors State License Board, local building officials, and other stakeholders, to approve a plan that promotes compliance with specified regulations relating to building energy efficiency standards in the installation of central air-conditioning and heat pumps, as specified. Current law authorizes the commission to adopt regulations to increase compliance with permitting and inspection requirements for central air-conditioning and heat pumps, and associated sales and installations, consistent with the above-described plan. The bill would require a city, county, or city and county, beginning July 1, 2027, to adopt and offer asynchronous inspections for installations of residential heat pump water heater or heat pump HVAC systems, as defined, that do not require a licensed contractor and building inspector to be simultaneously present during the inspection. The bill would authorize a building inspector to contact the licensed contractor who performed the installation by telephone call or real-time video conferencing during their inspection, and, if the building inspector determines during an asynchronous inspection that there is an issue with an installation of the heat pump water heater or heat pump HVAC system and that the licensed contractor who performed the installation must be present to perform tests or cure the installation, to require the licensed contractor who performed the installation to schedule an additional inspection in which the building inspector and the licensed contractor who performed the installation are required to be simultaneously present during the additional inspection. The bill would specify that these provisions do not require a local entity described above to discontinue offering inspections for the installation of a residential heat pump water heater or heat pump HVAC system where in a building inspector and licensed contractor who performed the installation are simultaneously present. The bill would authorize a city, county, or city and county, on or before July 1, 2028, to issue up to one nondiscretionary permit per installation of a residential heat pump water heater or heat pump HVAC system in which the local entity administratively approves an application to install the residential heat pump water heater or heat pump HVAC system.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		CMUA - W

SB 223

(Alvarado-Gil R) The Wildfire Smoke and Health Outcomes Data Act.

Current Text: Amended: 4/24/2025 [html](#) [pdf](#)

Introduced: 1/27/2025

Last Amend: 4/24/2025

Status: 5/23/2025-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/5/2025)(May be acted upon Jan 2026)

Location: 5/23/2025-S. 2 YEAR

Desk	Policy	2 year	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law establishes the State Department of Public Health and sets forth its powers and duties pertaining to, among other things, protecting, preserving, and advancing public health. Current law requires the department, in consultation with specified stakeholders, to develop a plan, addressing specified issues, with recommendations and guidelines for counties to use in the case of a significant air quality event caused by wildfires or other sources. This bill, the Wildfire Smoke and Health Outcomes Data Act, would require the State Department of Public Health, in consultation with the Department of Forestry and Fire Protection and the Wildfire and Forest Resilience Task Force, to create, operate, and maintain a statewide integrated wildfire smoke and health data platform on or before July 1, 2028, that, among other things, would integrate wildfire smoke and health data from multiple databases. Under the bill, the purposes for the data platform would include providing adequate information to understand the negative health impacts on California’s population caused by wildfire smoke and evaluating the effectiveness of investments in forest health and wildfire mitigation on health outcomes in California.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1	ACWA - F	

SB 231

(Seyarto R) California Environmental Quality Act: the Office of Land Use and Climate Innovation: technical advisory.

Current Text: Amended: 3/20/2025 [html](#) [pdf](#)

Introduced: 1/28/2025

Last Amend: 3/20/2025

Status: 5/23/2025-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/7/2025)(May be acted upon Jan 2026)

Location: 5/23/2025-S. 2 YEAR

Desk	Policy	2 year	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered	
1st House				2nd House				Conc.				

Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. Under current law, the recommendation, continuous evaluation, and execution of statewide environmental goals, policies, and plans are included within the scope of the executive functions of the Governor. Current law establishes the Office of Land Use and Climate Innovation in the Governor’s office for the purpose of serving the Governor and the Governor’s cabinet as staff for long-range planning and research and constituting the comprehensive state planning agency. This bill would require, on or before July 1, 2027, the Office of Land Use and Climate Innovation to consult with regional, local, state, and federal agencies to develop a technical advisory on thresholds of significance for greenhouse gas and noise pollution effects on the environment to assist local agencies. The bill would require the technical advisory to provide suggested thresholds of significance for all areas of the state, as specified, and would provide that lead agencies may elect to adopt these suggested thresholds of significance. The bill would also require the Office of Land Use and Climate Innovation to post the technical advisory on its internet website.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

SB 232

(Seyarto R) California Environmental Quality Act: guidelines: study.

Current Text: Amended: 3/20/2025 [html](#) [pdf](#)

Introduced: 1/28/2025

Last Amend: 3/20/2025

Status: 5/23/2025-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/7/2025)(May be acted upon Jan 2026)

Location: 5/23/2025-S. 2 YEAR

Desk	Policy	2 year	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered	
1st House				2nd House				Conc.				

Summary: The California Environmental Quality Act (CEQA) requires the Office of Land Use and Climate Innovation, formerly named the Office of Planning and Research, to prepare and develop, and the Secretary of the Natural Resources Agency to certify and adopt, guidelines for the implementation of CEQA. The CEQA guidelines require a lead agency, immediately after deciding that an environmental impact report is required for a project, to send a notice of preparation stating that an environmental impact report will be prepared to the office and each responsible and trustee agency, as specified. This bill would require the office to conduct a study to, among other things, evaluate how locked-in guidelines could impact regulatory certainty for future project proponents, lead agencies, and stakeholders and assess how locked-in guidelines could affect the speed and efficiency of the environmental review process pursuant to CEQA. The bill would define “locked-in guidelines” as CEQA guidelines, that are in effect at the time of the first issuance of the notice of preparation for a project, that apply to the project throughout the course of the environmental review process pursuant to CEQA, regardless of changes in the guidelines that occur after the first issuance of the notice of preparation. The bill would require, on or before January 1, 2027, the office to submit a report to the Governor and the Legislature on the study. The bill would repeal these provisions on January 1, 2028.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

SB 256

(Pérez D) Electricity: electrical infrastructure: wildfire mitigation.

Current Text: Amended: 7/17/2025 [html](#) [pdf](#)

Introduced: 2/3/2025

Last Amend: 7/17/2025

Status: 8/28/2025-Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/20/2025)(May be acted upon Jan 2026)

Location: 8/28/2025-A. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	2 year	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	
1st House				2nd House								

Summary: Current law requires electrical corporations, electrical cooperatives, and local publicly owned electric utilities to construct, maintain, and operate their electrical lines and equipment in a manner that will minimize the risk of catastrophic wildfire, as specified. Current law requires electrical corporations to annually prepare and submit wildfire mitigation plans to the Office of Energy Infrastructure Safety for review and approval. Current law also requires local publicly owned electric utilities and electrical cooperatives to annually prepare wildfire mitigation plans and submit the plans to the California Wildfire Safety Advisory Board, as specified. Current law requires that each wildfire mitigation plan include, among other things, a description of the preventive strategies and programs to minimize the risk of its electrical lines and equipment causing catastrophic wildfires, and a description of the appropriate and feasible procedures for notifying a customer who may be impacted by the deenergizing of electrical lines, as provided. This bill would require the commission, on or before January 1, 2027, to update a general order to require each electrical corporation to remove all permanently abandoned facilities, as specified. The bill would require an electrical corporation, for areas affected by wildfire that require electrical distribution infrastructure to be rebuilt, to consider the undergrounding of electrical distribution infrastructure if it is determined to be cost effective compared to other wildfire mitigation strategies.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		CMUA - W

SB 330 (Padilla D) Electrical transmission infrastructure: financing.

Current Text: Amended: 6/30/2025 [html](#) [pdf](#)

Introduced: 2/12/2025

Last Amend: 6/30/2025

Status: 7/17/2025-Failed Deadline pursuant to Rule 61(a)(10). (Last location was U. & E. on 6/9/2025) (May be acted upon Jan 2026)

Location: 7/17/2025-A. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	2 year	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	
1st House				2nd House								

Summary: Current law makes an environmental leadership development project, as defined, that meets specified requirements and is certified by the Governor eligible for streamlined procedures under the California Environmental Quality Act (CEQA). Current law authorizes persons proposing eligible facilities, including certain electrical transmission lines and electrical transmission projects, to file applications, on or before June 30, 2029, with the State Energy Resources Conservation and Development Commission (Energy Commission) to certify sites and related facilities as environmental leadership development projects, as specified. Current law makes a site and related facility certified by the Energy Commission as an environmental leadership development project subject to streamlined procedures under CEQA with no further action by the applicant or the Governor. Under current law, the Energy Commission's certification of sites and related facilities is in lieu of any permit, certificate, or similar document required by any state, local, or regional agency, or federal agency to the extent permitted by federal law, for the use of the sites and related facilities, and supersedes any applicable statute, ordinance, or regulation of any state, local, or regional agency, or federal agency to the extent permitted by federal law, except as specified. This bill would authorize the Governor to establish one or more pilot projects to develop, finance, or operate electrical transmission infrastructure that meets specified criteria, including, among other things, that the transmission infrastructure is identified by the Independent System Operator in its transmission planning process as a project subject to competitive bidding and necessary to support clean energy generation to meet the state's clean energy goals. The bill would require the Governor to designate existing state agencies, local public agencies, tribal organizations, or joint powers authorities to implement the pilot projects.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Support	Priority 1		CMUA - W

SB 331 (Menjivar D) Substance abuse.

Current Text: Amended: 5/23/2025 [html](#) [pdf](#)

Introduced: 2/12/2025

Last Amend: 5/23/2025

Status: 7/17/2025-Failed Deadline pursuant to Rule 61(a)(10). (Last location was HEALTH on 6/16/2025)(May be acted upon Jan 2026)

Location: 7/17/2025-A. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	2 year	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Under the Lanterman-Petris-Short (LPS) Act, when a person, as a result of a mental health disorder, is a danger to themselves or others, or is gravely disabled, the person may, upon probable cause, be taken into custody by specified individuals, including, among others, a peace officer and a designated member of a mobile crisis team, and placed in a facility designated by the county and approved by the State Department of Health Care Services for up to 72 hours for evaluation and treatment. For the purposes of these provisions, current law defines "gravely disabled" as a condition in which a person, as a result of a mental health disorder, a severe substance use disorder, or a co-occurring mental health disorder and a severe substance use disorder, is unable to provide for their basic personal needs for food, clothing, shelter, personal safety, or necessary medical care. This bill would include in the definition of "gravely disabled" for purposes of the above provisions an individual who is unable to provide for their basic personal needs due to chronic alcoholism, as defined. The bill would further define a "mental health disorder" as a condition outlined in the current edition of the Diagnostic and Statistical Manual of Mental Disorders.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

SB 332 (Wahab D) Investor-Owned Utilities Accountability Act.

Current Text: Amended: 7/14/2025 [html](#) [pdf](#)

Introduced: 2/12/2025

Last Amend: 7/14/2025

Status: 8/28/2025-Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/20/2025)(May be acted upon Jan 2026)

Location: 8/28/2025-A. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	2 year	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would require the State Energy Resources Conservation and Development Commission to select a research institute, as defined, to conduct a comparative analysis of the benefits and challenges of transitioning the electrical corporations to a public entity, nonprofit public benefit corporation, or mutual benefit corporation in order to identify a recommended model, as provided. The bill would require the research institute to complete the analysis on or before January 1, 2029, and, upon completion, to submit the analysis to the Legislature and the Energy Commission. The bill would require the Energy Commission to make a draft of the analysis available to the public for comment before submitting the final draft to the Legislature and would limit the cost of conducting the analysis to \$5,000,000. This bill would require the research institute to conduct the first phase of the comparative analysis and to submit an interim report, on or before December 31, 2026, to the Energy Commission on threshold legal issues, as provided. The bill would require the Energy Commission to convene a group of state attorneys from the legal departments of state agencies that regulate electrical corporations to advise the research institute on the first phase of the comparative analysis, as specified.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		CMUA - O/A

SB 348 (Hurtado D) State Air Resources Board: Low Carbon Fuel Standard.

Current Text: Amended: 5/5/2025 [html](#) [pdf](#)

Introduced: 2/12/2025

Last Amend: 5/5/2025

Status: 5/23/2025-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/19/2025)(May be acted upon Jan 2026)

Location: 5/23/2025-S. 2 YEAR

Desk	Policy	2 year	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The California Global Warming Solutions Act of 2006 establishes the State Air Resources Board as the state agency responsible for monitoring and regulating sources emitting greenhouse

gases. The act requires the state board to adopt rules and regulations, as provided, to achieve the maximum technologically feasible and cost-effective greenhouse gas emissions reductions to ensure that the statewide greenhouse gas emissions are reduced to at least 40% below the statewide greenhouse gas emissions limit, as defined, no later than December 31, 2030. Pursuant to its authority, the state board has adopted the Low Carbon Fuel Standard regulations to reduce the carbon intensity of transportation fuels used in California, as specified. This bill would require the state board, beginning no later than January 31, 2026, to reconsider and revise the Low Carbon Fuel Standard to reduce the program's financial burden on drivers in the state, including by taking specified actions.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		CMUA - W

SB 350 (Durazo D) Water Rate Assistance Program.

Current Text: Amended: 5/7/2025 [html](#) [pdf](#)

Introduced: 2/12/2025

Last Amend: 5/7/2025

Status: 5/23/2025-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/12/2025)(May be acted upon Jan 2026)

Location: 5/23/2025-S. 2 YEAR

Desk	Policy	2 year	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would establish the Water Rate Assistance Program. As part of the program, the bill would establish the Water Rate Assistance Fund in the State Treasury, available upon appropriation by the Legislature, to provide water affordability assistance, for both residential water and wastewater services, to low-income residential ratepayers, as specified. The bill would require the state board to take various actions in administering the fund, including, among other things, tracking and managing revenue in the fund separately from all other revenue. The bill would require the State Water Resources Control Board, in consultation with relevant agencies and after a public hearing, to adopt guidelines for implementation of the program and to adopt an annual report to be posted on the state board's internet website identifying how the fund has performed, as specified. The bill would require the guidelines to include minimum requirements for eligible systems, including the ability to confirm eligibility for enrollment through a request for self-certification of eligibility under penalty of perjury. By expanding the crime of perjury, the bill would impose a state-mandated local program. The bill would require the state board to take various actions in administering the program, including, but not limited to, providing guidance, oversight, and funding for low-income rate assistance for residential ratepayers of eligible systems. The bill would authorize the Attorney General, at the request of the state board, to bring an action in state court to restrain the use of any method, act, or practice in violation of these provisions, except as provided. The bill would make the implementation of all of these provisions contingent upon an appropriation by the Legislature.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1	ACWA - O/A	CMUA - Concerns

SB 377 (Grayson D) Biomethane procurement targets.

Current Text: Amended: 3/17/2025 [html](#) [pdf](#)

Introduced: 2/13/2025

Last Amend: 3/17/2025

Status: 5/1/2025-Failed Deadline pursuant to Rule 61(a)(2). (Last location was E. U., & C. on 2/26/2025)(May be acted upon Jan 2026)

Location: 5/1/2025-S. 2 YEAR

Desk	2 year	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires the Public Utilities Commission, in consultation with the State Air Resources Board, to consider adopting specific biomethane procurement targets or goals for each gas corporation and core transport agent, as specified. Current law requires, if the commission adopts specific biomethane procurement targets or goals for each gas corporation and core transport agent, the commission to, among other things, ensure that the biomethane available for any procurement program is either delivered to California through a dedicated pipeline, or through a common carrier pipeline and meets 2 specified requirements related to the injection of the biomethane and specified environmental benefits, as prescribed. This bill would instead require that biomethane delivered to

California through a common carrier pipeline meet either of the specified requirements, rather than both. The bill would also add the displacement of conventional natural gas that results in a reduction in greenhouse gas emissions as one of the specified environmental benefits, as specified.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

SB 540 (Becker D) Independent System Operator: independent regional organization: California Renewables Portfolio Standard Program.

Current Text: Amended: 5/29/2025 [html](#) [pdf](#)

Introduced: 2/20/2025

Last Amend: 5/29/2025

Status: 9/9/2025-Failed Deadline pursuant to Rule 61(a)(10). (Last location was U. & E. on 7/10/2025) (May be acted upon Jan 2026)

Location: 7/17/2025-A. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	2 year	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptured
1st House				2nd House							

Summary: Current law provides for the establishment of an Independent System Operator (ISO) as a nonprofit public benefit corporation and requires the ISO to ensure efficient use and reliable operation of the electrical transmission grid consistent with achieving planning and operating reserve criteria no less stringent than those established by the Western Electricity Coordinating Council and the North American Electric Reliability Council. The Clean Energy and Pollution Reduction Act of 2015 provides for the transformation of the ISO into a regional organization, with the approval of the Legislature, pursuant to a specified process. That process provides that modifications to the ISO's governance structure, through changes to its bylaws or other corporate governance documents, will not become effective until the ISO, the Public Utilities Commission (PUC), the State Energy Resources Conservation and Development Commission (Energy Commission), the State Air Resources Board (state board), the Governor, and the Legislature take specified actions on or before January 1, 2019. This bill would delete the above-described provisions providing for the transformation of the ISO into a regional organization. The bill would authorize the ISO and the electrical corporations that are participating transmission owners whose transmission systems are operated by the ISO to use voluntary energy markets governed by an independent regional organization, only if specified requirements are satisfied. The bill would authorize the ISO, on or after January 1, 2028, to implement tariff modifications accepted by the Federal Energy Regulatory Commission to operate the energy markets whose rules are governed by an independent regional organization if the governing board of the ISO adopts a resolution, as specified, finding that each of the specified requirements have been, or will be, adopted by the independent regional organization.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		CMUA - O/A

SB 556 (Hurtado D) Habitat enhancement and restoration: floodplains.

Current Text: Amended: 7/17/2025 [html](#) [pdf](#)

Introduced: 2/20/2025

Last Amend: 7/17/2025

Status: 8/28/2025-Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/20/2025)(May be acted upon Jan 2026)

Location: 8/28/2025-A. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	2 year	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptured
1st House				2nd House							

Summary: Current law, the Wildlife Conservation Board within the Department of Fish and Wildlife administers various habitat conservation and restoration programs. This bill would require, upon appropriation by the Legislature, the sum of \$21,500,000 to be allocated to the board for floodplain acquisition, habitat restoration, and associated conservation projects on floodplains in the Counties of Kern, Kings, and Tulare, as provided.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

SB 557

(Hurtado D) Child abuse: family resource centers.

Current Text: Amended: 1/5/2026 [html](#) [pdf](#)

Introduced: 2/20/2025

Last Amend: 1/5/2026

Status: 1/12/2026-VOTE: Do pass, but first be re-referred to the Committee on [Appropriations] (PASS)

Location: 1/12/2026-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires the Office of Child Abuse Prevention in the State Department of Social Services to use federal funding to undertake specified activities, including, among other things, supporting coordination and sharing of best practices implemented by family resource centers with other agencies, when the best practices reflect strategies and outcomes that were achieved and supported by evidence-informed programs and data. Current law authorizes a county to establish a child abuse multidisciplinary personnel team within that county to allow provider agencies to share confidential information in order for provider agencies to investigate reports of suspected child abuse or neglect, as specified, or for the purpose of child welfare agencies making a detention determination. Current law specifies that the multidisciplinary personnel team may include a representative of a local child abuse prevention council or family-strengthening organization, including, but not limited to, a family resource center. Current law defines "family resource center," for purposes of these provisions. This bill would instead define "family resource center" to mean a family-friendly entity serving as a hub for multigenerational, family-centered, and family-strengthening support services that are provided at no cost or low cost to participants, embedded in communities, culturally sensitive, reflective of, and responsive to, community needs and interests, build communities of peer support for families, and include cross-system collaboration to assist in transforming families and communities through reciprocity, development of social connections that reduce isolation and stress, and asset development based on impact-driven and evidence-informed approaches with the goal of preventing child abuse and neglect and strengthening children and families.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

SB 559

(Stern D) Electricity: deenergization events: communications.

Current Text: Amended: 4/2/2025 [html](#) [pdf](#)

Introduced: 2/20/2025

Last Amend: 4/2/2025

Status: 5/23/2025-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/5/2025)(May be acted upon Jan 2026)

Location: 5/23/2025-S. 2 YEAR

Desk	Policy	2 year	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires each electrical corporation to annually prepare a wildfire mitigation plan and to submit the plan to the Office of Energy Infrastructure Safety for review and approval, as specified. Current law requires a wildfire mitigation plan of an electrical corporation to include, among other things, protocols for deenergizing portions of the electrical distribution system that consider the associated impacts on public safety, and protocols related to mitigating the public safety impacts of those protocols, including impacts on critical first responders and on health and communications infrastructure. Current law requires a wildfire mitigation plan of an electrical corporation to also include appropriate and feasible procedures for notifying a customer who may be impacted by the deenergizing of electrical lines and requires these procedures to consider the need to notify, as a priority, critical first responders, health care facilities, and operators of telecommunications infrastructure with premises within the footprint of a potential deenergization event. This bill would require, consistent with the above-described protocols, an electrical corporation to immediately notify, when possible and at the time a decision to conduct a deenergization event is made, public safety partners about the potential public safety impacts of the deenergization event, as specified. The bill would require detailed status information on restoration efforts to be made available to emergency management organizations, public safety officials, customers, and the public, where feasible, with regular progress updates issued at intervals of no more than 12 hours, for all impacted circuits, as specified. The bill would require, in advance of a deenergization event, an electrical corporation to make a reasonable effort to publish and make available weather conditions observed within the affected circuit being considered for deenergization, as provided.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

SB 599 (Caballero D) Atmospheric rivers: research: forecasting methods: experimental tools.

Current Text: Amended: 4/24/2025 [html](#) [pdf](#)

Introduced: 2/20/2025

Last Amend: 4/24/2025

Status: 9/11/2025-Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/10/2025)(May be acted upon Jan 2026)

Location: 9/11/2025-A. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	2 year	Conf.	Enrolled	Vetoed	Chapted	
1st House				2nd House				Conc.				

Summary: Current law establishes the Atmospheric Rivers Research and Forecast Improvement Program: Enabling Climate Adaptation Through Forecast-Informed Reservoir Operations and Hazard Resiliency (AR/FIRO) Program in the Department of Water Resources. Current law requires the department to operate reservoirs in a manner that improves flood protection, and to reoperate flood control and water storage facilities to capture water generated by atmospheric rivers. This bill would, for novel forecasting methods researched, developed, and implemented by the department, require the department to include the use of experimental tools that produce seasonal and subseasonal atmospheric river forecasts, as defined.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1	ACWA - F	

SB 601 (Allen D) Water: waste discharge.

Current Text: Amended: 7/10/2025 [html](#) [pdf](#)

Introduced: 2/20/2025

Last Amend: 7/10/2025

Status: 8/28/2025-Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/20/2025)(May be acted upon Jan 2026)

Location: 8/28/2025-A. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	2 year	Floor	Conf.	Enrolled	Vetoed	Chapted	
1st House				2nd House				Conc.				

Summary: The State Water Resources Control Board and the 9 California regional water quality control boards regulate water quality and prescribe waste discharge requirements in accordance with the Porter-Cologne Water Quality Control Act (act) and the National Pollutant Discharge Elimination System (NPDES) permit program. Under the act, the State Water Resources Control Board is authorized to adopt water quality control plans for waters for which quality standards are required by the federal Clean Water Act, as specified, and that in the event of a conflict, those plans supersede regional water quality control plans for the same waters. This bill would authorize the state board to adopt water quality control plans for nexus waters, which the bill would define as all waters of the state that are not also navigable, except as specified. The bill would require any water quality standard that was submitted to, and approved by, or is awaiting approval by, the United States Environmental Protection Agency or the state board that applied to nexus waters as of May 24, 2023, to remain in effect, as provided.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1	ACWA - O	CMUA - O

SB 620 (Stern D) Energy utility data.

Current Text: Amended: 4/21/2025 [html](#) [pdf](#)

Introduced: 2/20/2025

Last Amend: 4/21/2025

Status: 5/1/2025-Failed Deadline pursuant to Rule 61(a)(2). (Last location was E. U., & C. on 3/5/2025) (May be acted upon Jan 2026)

Location: 5/1/2025-S. 2 YEAR

Desk	2 year	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chapted	
1st House				2nd House				Conc.				

Summary: Would require the State Energy Resources Conservation and Development Commission (Energy Commission) to create the Data Access Governance Committee, with specified membership, and would require the committee, on or before January 1, 2027, to provide initial recommendations on prescribed topics to the Energy Commission and the PUC, as specified. The bill would authorize the

Energy Commission to work with certain gas corporations, electrical corporations, and local publicly owned utilities that provide gas or electrical service to enact cost-effective energy utility data programs, as specified. The bill would create, and would require the PUC and the Energy Commission to administer and enforce, the Customer Energy Utility Data Bill of Rights, with specified protections and customer rights.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

SB 654

(Stern D) California Environmental Protection Agency: contract: registry: greenhouse gas emissions that result from the water-energy nexus.

Current Text: Introduced: 2/20/2025 [html](#) [pdf](#)

Introduced: 2/20/2025

Status: 5/23/2025-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/21/2025)(May be acted upon Jan 2026)

Location: 5/23/2025-S. 2 YEAR

Desk	Policy	2 year	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The California Environmental Protection Agency is required to oversee the development of a registry for greenhouse gas emissions that result from the water-energy nexus using the best available data. Current law provides that participation in the registry is voluntary and open to any entity conducting business in the state. Existing law authorizes the agency to enter into a contract with a qualified nonprofit organization to do specified things, including to recruit broad participation in the registry from all economic sectors and regions of the state. Current law limits the term of the term of the contract to 3 years, except as provided. This bill would instead require the agency to oversee the administration of the above-described registry and would authorize the agency to enter into a new contract, limited to a term of 3 years and with a total budget of \$2,000,000, to do specified things, including to recruit broad participation in the registry from all economic sectors and regions of the state to meet the different needs of water users throughout the state by various means, as provided.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1	ACWA - F	CMUA - F

SB 684

(Menjivar D) Polluters Pay Climate Superfund Act of 2025.

Current Text: Amended: 3/26/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

Last Amend: 3/26/2025

Status: 4/10/2025-April 22 set for first hearing canceled at the request of author.

Location: 4/3/2025-S. JUD.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would enact the Polluters Pay Climate Superfund Act of 2025 and would establish the Polluters Pay Climate Superfund Program to be administered by the California Environmental Protection Agency to require fossil fuel polluters to pay their fair share of the damage caused by greenhouse gases released into the atmosphere during the covered period, which the bill would define as the time period between the 1990 and 2024 calendar years, inclusive, resulting from the extraction, production, refining, sale, or combustion of fossil fuels or petroleum products, to relieve a portion of the burden to address cost borne by current and future California taxpayers. The bill would require the agency, within 90 days of the effective date of the act, to determine and publish a list of responsible parties, which the bill would define as an entity with a majority ownership interest in a business engaged in extracting or refining fossil fuels that, during the covered period, did business in the state or otherwise had sufficient contact with the state, and is determined by the agency to be responsible for more than 1,000,000,000 metric tons of covered fossil fuel emissions, as defined, in aggregate globally, during the covered period.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		CMUA - W

SB 746

(Alvarado-Gil R) Water: Urban Water Community Drought Relief program: Small Community

Drought Relief program: high fire hazard and very high fire hazard severity zones.

Current Text: Amended: 4/21/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

Last Amend: 4/21/2025

Status: 5/23/2025-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/5/2025)(May be acted upon Jan 2026)

Location: 5/23/2025-S. 2 YEAR

Desk	Policy	2 year	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would establish in the Department of Water Resources the Urban Water Community Drought Relief program and the Small Community Drought Relief program to provide grants for similar interim or immediate drought relief. These programs, upon a specified appropriation, would authorize funding for benefits in addition to drought relief, including, among other projects, projects that reduce the risk of wildfire for entire neighborhoods and communities through water delivery system improvements for fire suppression purposes in high fire hazard severity zone communities or very high fire hazard severity zone communities, as designated by the State Fire Marshal or by a local agency.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

SB 755

(Blakespear D) California Contractor Climate Transparency Act.

Current Text: Amended: 5/5/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

Last Amend: 5/5/2025

Status: 5/23/2025-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/19/2025)(May be acted upon Jan 2026)

Location: 5/23/2025-S. 2 YEAR

Desk	Policy	2 year	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Climate Corporate Data Accountability Act requires, on or before July 1, 2025, the State Air Resources Board to develop and adopt regulations to require a reporting entity to, among other things, annually disclose all of the reporting entity’s scope 1 emissions, scope 2 emissions, and scope 3 emissions, as defined. Current law also requires, on or before January 1, 2026, and biennially thereafter, a covered entity to prepare a climate-related financial risk report disclosing the entity’s climate-related financial risk and measures adopted to reduce and adapt to climate-related financial risk. This bill would enact the California Contractor Climate Transparency Act, which would require the state board, beginning one year after the effective date of regulations adopted pursuant to the Climate Corporate Data Accountability Act, as specified, to require a large contractor and a significant contractor, as defined, to report annually specified information, including, for large contractors, an annual disclosure of scope 1 emissions, scope 2 emissions, scope 3 emissions, and climate-related financial risk, as specified, and for significant contractors, an annual disclosure of scope 1 emissions and scope 2 emissions, as specified.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

SB 795

(Richardson D) Horse racing: out-of-state thoroughbred races: Delaware Handicap.

Current Text: Amended: 1/5/2026 [html](#) [pdf](#)

Introduced: 2/21/2025

Last Amend: 1/5/2026

Status: 1/6/2026-Set for hearing January 13.

Location: 3/12/2025-S. G.O.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Under the Horse Racing Law, the total number of thoroughbred races imported by associations or fairs on a statewide basis under these provisions is prohibited from exceeding 75 races per day on days when live thoroughbred or fair racing is being conducted in the state, with the exception of prescribed races. This bill would exempt from the 75 imported race per day limitation races that are part of the race card of the Delaware Handicap.

Organization	Position	Priority

State Water Contractors Watch Priority 1 **Misc1** **Misc2**

SB 810 **(Dahle R) Electricity: ratepayer-funded programs: reports.**

Current Text: Introduced: 2/21/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

Status: 3/12/2025-Referred to Com. on E., U & C.

Location: 3/12/2025-S. E. U., & C.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Existing law requires the State Energy Resources Conservation and Development Commission (Energy Commission) to administer various programs, such as the Electric Program Investment Charge program, that are funded by a charge on electrical ratepayers. Existing law requires the Public Utilities Commission (PUC) to require electrical corporations to implement various programs, such as energy efficiency programs, that are funded by electrical ratepayers. Under its authority, the Governor has issued an executive order directing the Energy Commission and the PUC to examine electrical ratepayer-funded programs under their respective jurisdictions and to identify programs and regulations that may be unduly adding to electricity rates for which the benefits provided may not be justified by the costs imposed on electrical ratepayers. The executive order requires those 2 commissions to report back to the Governor by January 1, 2025. This bill would require the Energy Commission and the PUC, by July 1, 2025, to each submit to the Legislature a report containing certain information required by the executive order. This bill contains other related provisions.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

SB 833 **(McNerney D) Critical infrastructure: artificial intelligence systems: human oversight.**

Current Text: Amended: 7/17/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

Last Amend: 7/17/2025

Status: 8/28/2025-Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/20/2025)(May be acted upon Jan 2026)

Location: 8/28/2025-A. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	2 year	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Existing law, the California Emergency Services Act, establishes the California Cybersecurity Integration Center within the Office of Emergency Services to serve as the central organizing hub of state government’s cybersecurity activities and to coordinate information sharing with various entities. Existing law also requires the Technology Recovery Plan element of the State Administrative Manual to ensure the inclusion of cybersecurity strategy incident response standards for each state agency to secure its critical infrastructure controls and information, as prescribed. This bill would require, on or before July 1, 2026, an operator, defined as a state agency responsible for operating, managing, overseeing, or controlling access to critical infrastructure, that deploys a covered artificial intelligence (AI) system, as defined, to establish a human oversight mechanism that ensures a human monitors the system’s operations in real time and reviews and approves any plan or action proposed by the covered AI system before execution, except as provided. The bill would require the Department of Technology to develop specialized training in AI safety protocols and risk management techniques to oversight personnel. The bill would require oversight personnel for an operator to conduct an annual assessment of its covered AI systems, as specified, and to submit a summary of the findings to the department. The bill would make findings and declarations related to its provisions. This bill contains other related provisions and other existing laws.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		CMUA - W

SB 836 **(Rubio D) Electricity: transmission planning and permitting.**

Current Text: Introduced: 2/21/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

Status: 5/23/2025-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/5/2025)(May be acted upon Jan 2026)

Location: 5/23/2025-S. 2 YEAR

Desk	Policy	2 year	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Existing law requires the Public Utilities Commission (PUC), in consultation with the State Energy Resources Conservation and Development Commission (Energy Commission), on or before March 31, 2024, to provide transmission-focused guidance to the Independent System Operator about resource portfolios of expected future renewable energy resources and zero-carbon resources, including the allocation of those resources by region based on technical feasibility and commercial interest in each region to allow the Independent System Operator to identify and approve transmission facilities needed to interconnect resources and reliably serve the needs of load centers, as specified. This bill would require those entities to review and update, as necessary, the memorandum every 3 years, rather than every 5 years. This bill contains other existing laws.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

SB 842

(Stern D) Energy: firm zero-carbon resources.

Current Text: Amended: 6/27/2025 [html](#) [pdf](#)

Introduced: 2/21/2025

Last Amend: 6/27/2025

Status: 8/28/2025-Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/20/2025)(May be acted upon Jan 2026)

Location: 8/28/2025-A. 2 YEAR

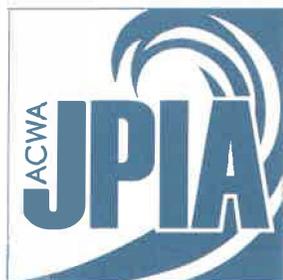
Desk	Policy	Fiscal	Floor	Desk	Policy	2 year	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law vests the Public Utilities Commission with regulatory authority over public utilities, including electrical corporations. Existing law requires electrical corporations to submit information to the commission for various purposes, as provided. This bill would require the commission, on or before December 31, 2026, to produce a report identifying opportunities and needs to provide for local and system reliability with firm zero-carbon resources over the short term, midterm, and long term, as provided.

Organization	Position	Priority	Misc1	Misc2
State Water Contractors	Watch	Priority 1		

Total Measures: 94

Total Tracking Forms: 94



YOUR BEST PROTECTION

12/3/2025

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Core Values

- People
- Service
- Integrity
- Innovation

Central Coast Water Authority (C039)
255 Industrial Way
Buellton, CA 93427-9591

General Manager:

Each year at Fall Conference, the JPIA recognizes members that have a Loss Ratio of 20% or less in either of the Liability, Property, or Workers' Compensation programs (loss ratio = total losses / total premiums).

The members with this distinction receive the "**President's Special Recognition Award**" certificate for each Program that they qualify in.

The JPIA is extremely pleased to present Central Coast WA with this special recognition and commends the District on the hard work in reducing claims.

Congratulations to you, your staff, Board, and District. Keep up the good work!

The JPIA wishes you the best in 2026.

Sincerely,

A handwritten signature in black ink that reads 'Melody McDonald'. The signature is written in a cursive, flowing style.

Melody McDonald
President

Enclosure: President's Special Recognition Award(s)

President's Special Recognition Award

*The President of the
ACWA JPIA*

Hereby presents Special Recognition Award to

Central Coast Water Authority

In recognition of outstanding performance in the Property program, demonstrated by maintaining exceptionally low claim costs relative to contributions during the period 07/01/2021 - 06/30/2024 announced at the ACWA JPIA Board of Director's meeting held in San Diego, California.



Melody McDonald, President



December 01, 2025

President's Special Recognition Award

*The President of the
ACWA JPIA
hereby presents Special Recognition Award to*

Central Coast Water Authority

In recognition of outstanding performance in the Liability program, demonstrated by maintaining exceptionally low claim costs relative to contributions during the period 10/01/2021 - 09/30/2024 announced at the ACWA JPIA Board of Director's meeting held in San Diego, California.



Melody McDonald, President



December 01, 2025

President's Special Recognition Award

*The President of the
ACWA JPIA*

Hereby presents this Special Recognition Award to

Central Coast Water Authority

In recognition of outstanding performance in the Workers' Compensation program, demonstrated by maintaining exceptionally low claim costs relative to contributions during the period 07/01/2021 - 06/30/2024 announced at the ACWA JPIA Board of Directors' meeting held in San Diego, California.



Melody McDonald, President



December 01, 2025