



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

will be held at 9:00 a.m., on Thursday, June 27, 2019
at 255 Industrial Way, Buellton, California

- I. Call to Order and Roll Call**
- II. Public Comment – (Any member of the public may address the Board relating to any matter within the Board’s jurisdiction. Individual Speakers may be limited to five minutes; all speakers to a total of fifteen minutes.)**
- III. Consent Calendar**
 - * A. Approve Minutes of the May 23, 2019 Regular Meeting
 - * B. Approve Bills
 - * C. Controller’s Report
 - * D. Operations Report
- IV. Executive Director’s Report**
 - A. Proposal to USBR for Alternative Lake Cachuma Delivery Options
 - * B. Suspended Table A Reacquisition
 - C. Delta Conveyance Project Update
 - D. Options for Increasing CCWA State Water Project Table A Reliability
 - * E. Engineering Services for Groundwater Recharge and Recovery Feasibility Study
 - * F. Agreement in Principle for the State Water Project Water Supply Contract Amendment for Water Management
 - * G. State Water Contractors FY 2018/19 Accomplishments and FY 2019/20 Goals
 - * H. Legislative Report
- V. Closed Session:**
 - A. Public Employee Performance Evaluation - Government Code Section 54957
Title: Executive Director
 - B. Conference with Labor Negotiator - Government Code Section 54957.6
Name of Negotiator: Jeffrey Dinkin
Unrepresented Employees: Executive Director, Deputy Director
- VI. Open Session - Executive Director and Deputy Director Salary Adjustments**
- VII. Reports from Board Members for Information Only**
- VIII. Items for Next Regular Meeting Agenda**
- IX. Date of Next Regular Meeting: July 25, 2019**
- X. Adjournment**

Eric Friedman
Chairman

Ed Andrisek
Vice Chairman

Ray A. Stokes
Executive Director

Brownstein Hyatt
Farber Schreck
General Counsel

Member Agencies

City of Buellton

Carpinteria Valley
Water District

City of Guadalupe

City of Santa Barbara

City of Santa Maria

Goleta Water District

Montecito Water District

Santa Ynez River Water
Conservation District,
Improvement District #1

Associate Member

La Cumbre Mutual
Water Company

* Indicates attachment of document to original agenda packet.



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

May 23, 2019

I. Call to Order and Roll Call

Vice Chairman Andrisek called the Central Coast Water Authority (CCWA) Board of Directors meeting held at 255 Industrial Way, Buellton, California, to order at 9:00 AM. Attachment No. 1 is a list of those in attendance.

CCWA member agencies with voting privileges were represented by:

<u>Representative</u>	<u>Agency/City</u>	<u>Voting %</u>
Ed Andrisek	City of Buellton	2.21%
Lauren Hanson	Goleta Water District	17.20%
Harlan Burchardi	Santa Ynez River Water Conservation District, ID #1	7.64%
Etta Waterfield	City of Santa Maria	43.19%
Shirley Johnson	Carpinteria Valley Water District	7.64%
Gina Rubalcaba	City of Guadalupe	1.15%
Floyd Wicks	Montecito Water District	9.50%

II. Public Comment

There was no public comment.

III. Consent Calendar

- A. Approve Minutes of the April 25, 2019 Regular Meeting
- B. Approve Bills
- C. Controller's Report
- D. Operations Report

A motion to approve Item A was made by Director Johnson, seconded by Director Rubalcaba and carried, with Directors Wicks, Andrisek, Johnson, Rubalcaba and Burchardi in favor and Directors Hanson and Waterfield abstaining.

Director Hanson moved to approve Items, B, C and D of the Consent Calendar, seconded by Director Wicks and carried with all in favor and none opposed.

IV. Executive Director's Report

- A. CCWA Water Supply Situation Report

Ray Stokes, CCWA Executive Director, reported the California Department of Water Resources Northern Sierra Precipitation 8 stage index showed precipitation at 136%, with this year registering at the 4th highest historical precipitation. May rainfall is showing a large increase due to the recent late season storms. San Joaquin and Tulare indices showed precipitation at 128% and 129% of average, and the snowpack is at about 166% of average, in spite of the quick spring melt

off. Oroville Lake level is continuing to increase, and San Luis Reservoir is still releasing water.

Table A allocation is at 70%, or 31,841 AF for CCWA project participants. It is very unlikely that the allocation will increase. Including carryover, transfers and Article 21 water, 43,479 AF are available for delivery. CCWA received 1,336 AF of Article 21 Water, and the Mojave Exchange water is available for participants in the exchange. There is still no water being delivered to Lake Cachuma due to the issues with the USBR delivery facilities. John Brady, Deputy Director, stated that a proposal for rectifying the situation by going up and over the dam with the CCWA by pass piping has been provided to the Bureau and we are awaiting approval from the Bureau. Water debt for project participants is 9,924 AF. A deposit from Montecito Water District is being coordinated for Semitropic water banking facilities.

B. Delta Conveyance Project

Mr. Stokes explained that Governor Newsom has revised the previous Cal WaterFix (twin tunnels) project to be a smaller single tunnel project. In light of this change, DWR is currently in the process of developing the new specifications for the new project to be called "Delta Conveyance Project." He stated he is going to begin a three-month review of Delta Conveyance for project participants, with continuing discussion at both the June and July 2019 CCWA Board meetings. The goal of the review is for CCWA to reach a decision related to possible participation in the Project by September 2019.

Mr. Stokes provided a presentation detailing the various issues associated with conveying State water through the Delta including restrictions on pumping by DWR that have led to the need for alternative methods of diversion of Sacramento River flows prior to the Delta. Since data for the new Delta Conveyance project is not available, he reviewed information related to Cal WaterFix, and how the Cal WaterFix project proposed to address these various issues. The project also planned to provide protection against salt water intrusion in the Delta and mitigate seismic risk.

Cost estimates as prepared for a single tunnel project during Cal WaterFix were discussed, as well as the key principles and key financing assumptions. Mr. Stokes stressed that the information provided was for illustrative purposes only, as the Delta Conveyance Project is not yet defined, but that for illustration purposes he estimated CCWA's share would be 1.251%, or \$175,140,000, which equates to \$12,510,000 per year to participate, or \$275 per year per AF, with an additional annual reliability of about 9,710 AF. Additional planning costs are estimated at \$4.4 million based on 1.251% share in the project. Again, all amounts were estimates only based on previous analysis prepared in the Cal WaterFix analysis.

CCWA Project Participants were requested to consider the following, with a decision to be made at the September 26, 2019 Board meeting:

1. Does your agency wish to participate in Delta Conveyance?
2. If so, and CCWA elects not to participate fully, is your agency willing to purchase participation rights through CCWA from another participating SWP Contractor?

3. Is your agency willing to pay your allocated share of the additional planning costs?

The Board generally reviewed the alternatives to the project, including the diversification of Santa Barbara County local water sources. Water banking, desalination, recycled water and water storage were discussed.

C. Suspended Table A Reacquisition

The history of the State Water Contract back to 1963 was provided to the Board, explaining the water retention contracts between Santa Barbara County and local water purveyors and the suspended 12,214 AF of SWP entitlement, which was set aside by DWR on behalf of the Santa Barbara County Flood Control and Water Conservation District (the County) in the 1980's. CCWA has made efforts to reacquire the 12,214 AF that was suspended, the most recent efforts in December 2016, resulted in the County and CCWA executing a term sheet regarding the reacquisition of the suspended Table A outlining the terms to which CCWA and the County would base the reacquisition upon.

Four agencies within CCWA have executed contracts with CCWA to participate in the reacquisition of the suspended Table A and all costs to date to reacquire the water have been allocated to this four agencies.

City of Santa Maria	9,814 AF
Carpinteria Valley WD	1,000 AF
City of Guadalupe	600 AF
Santa Ynez ID#1	500 AF
City of Solvang	300 AF

After execution of the term sheet, there were some concerns that reacquiring the suspended Table A plus the additional costs that were to be placed on the State Water Project Contractors for the Cal WaterFix Project might be too much of a financial burden. Since that time, the option to potentially opt out of the Delta Conveyance project pending contract amendment negotiations with DWR has changed the feasibility of the reacquisition of the suspended water.

Further analysis has determined that if CCWA were to reacquire the 12,214 AF of suspended Table A water, which would act as an additional drought buffer, CCWA could achieve almost the same 62% long-term reliability DWR currently projects, assuming the long-term reliability of the project continues to decrease to around 48% without an alternative conveyance facility such as the Delta Conveyance Project. An updated cost estimate to reacquire the suspended Table A water through 2018 indicate the cost of the reacquisition would be approximately \$37.8 million, or \$3,906/AF.

The CCWA Board requested that this be brought back to the CCWA Board for consideration, as CCWA project participants may be interested in joining in the reacquisition of the suspended Table A.

Mr. Stokes suggested that comparison of the Table A reacquisition versus the Delta Conveyance project, both costs and benefits, should be considered by CCWA member agencies.

D. State Water Project Contract Extension

The amendment to extend the State Water Contract to 2085 to avoid the compression of DWR's ability to finance large capital expenditure projects has been executed by 13 of the 29 SWCs, which is not enough to meet the threshold for the provision which would cause the extension to become effective, as a higher threshold is necessary in the event of the existing outstanding litigation. DWR is anticipating it could take 10 years to get the amendment through the court appeals process, so DWR is currently unable to issue bonds beyond 2035. Therefore for any large capital expenditures by DWR between now and when the contract amendment is in effect, CCWA could be facing a spike in costs unless DWR can find a way to issue revenue bonds or set the costs aside until the extension is effective. Costs related to the Oroville repairs are being done under an emergency declaration so they are not currently being assessed to contractors.

E. State Water Project Water Management Contract Amendment

The amendment was negotiated over a year ago to eliminate the five north of the delta contractors from costs associated with Cal WaterFix, and only the provisions related to water management provisions will remain.

F. State Water Contract Assignment Update

CCWA is still in the process of working through this issue, and Mr. Stokes reported that there are currently no meetings scheduled at the County level for discussion.

G. CCWA 2019 Water Storage Program

In 2017, CCWA staff established the "CCWA Water Storage Program", which is a reverse of the CCWA Supplemental Water Purchase Program, and allows individual CCWA project participants to participate in identified water storage programs. In 2017, the CCWA Board of Directors authorized the creation of the CCWA Water Storage Program (WSP) with the goal of identifying potential water storage opportunities for those project participants who desire to store some of their State water for future needs. The WSP included contracts that effectively insulated the other non-participants of the CCWA WSP from any and all liability associated with storing water supplies. The agreements include a WSP Participation Agreement and Binding Agreement to Store.

Generally, when a CCWA project participant determines it needs to store some or all of their water supplies, it will execute the WSP Participation Agreement, which then allows the participant to review any water storage opportunity identified by CCWA. Then, after reviewing a particular water storage opportunity, if the participant desires to store a portion of the available water, the participant will execute the Binding Agreement to Store, which obligates the participant to provide funding (if any) and all other obligations of the storage agreement.

Upon a motion by Director Rubalcaba, seconded by Director Wicks and carried with all in favor and none opposed, the Board approved the CCWA Water Storage Program (WSP) and associated contracts and authorized the Executive Director

to execute all necessary contracts under the WSP. Additionally, the Board authorized the Executive Director to implement a Water Storage Program in future years if a need has been identified by CCWA project participants.

H. Santa Ynez Pumping Plant, Tank Sites #2 and #5 Pavement Maintenance Project

Mr. Brady stated that the project was brought to the Board last month, and following discussion, the Board rejected all bids and re-advertised the project.

CCWA staff solicited competitive bids for the project, which is for paving of three sites, Santa Ynez Pumping Plant, Tank 2 and Tank 5, identified as needing the application of a slurry seal. Advertising in local newspapers and a Request For Bids (RFB) was circulated to qualified licensed paving contractors as well as posting the RFB on the CCWA webpage and the Santa Barbara and San Luis Obispo Counties Contractor Association webpages. All contractors were provided an opportunity to tour the facilities in need of slurry sealing work on May 9, 2019. One Addendum was issued and circulated to the plan holders. Two bids were received and CCWA staff reviewed the Bids to determine the lowest responsive and responsible Bidder. The total budget for the project is \$139,650. Staff determined that the bid from Pavement Coatings Co was the lowest responsive and responsible Bidder. Since the lowest responsive and responsible bidder's price is \$103,013, the bid is well under the established budget.

Upon a motion by Director Burchardi, seconded by Director Wicks and carried with all in favor and none opposed, the Board authorized the Executive Director to award the Santa Ynez Pumping Plant and Reservoir Sites Slurry Seal Project Contract to Pavement Coatings Co. in the amount of \$103,013.

I. Legislative Report

The report was provided in the meeting materials for the information of the Board.

J. Personnel Committee

1. Personnel Policy Manual Changes

Mr. Stokes noted there was a memo detailing recommended changes to the CCWA Personnel Policy manual from CCWA's Personnel Counsel, Jeff Dinkin, included in the meeting materials. None of the changes proposed are mandated by law, but were at the request of CCWA.

Mr. Stokes reviewed the revision to Section 3.3.2, Donation of Accrued Vacation Time. This is an existing program that allows employees to voluntarily donate vacation time, up to a maximum amount, that would then be converted to sick leave for employees who must remain off work for illness or injury but have exhausted their accrued paid leave (sick leave, vacation and compensatory time off) (again, up to a maximum amount). Previously, the donated time would be directed to a particular employee. Upon further consideration, it seems more appropriate for the donation of vacation time to be stored in a sick leave bank that eligible employees could then access subject to approval by management and up to stated limits.

Second, a revision to Section 3.16.1, Retiree Health Insurance Benefits section is proposed. The purpose of the revisions is to clarify the maximum contribution amount that would be made by CCWA toward the health insurance premiums for qualified retirees. One revision clarifies that for qualified retirees the increased medical contribution will be based on the lowest cost plan available in the area where the employee resided at the time of retirement. A further clarification pertains to Medicare eligible retirees, and makes clear that the contribution by CCWA will be limited to the actual cost of the plan for the employee only premium.

The changes to the Personnel Policy Manual were recommended for Board approval by the Personnel Committee.

Upon a motion by Director Hanson, seconded by Director Johnson and carried with all in favor and none opposed, the Board approved the proposed changes to the Personnel Policy Manual.

2. Succession Planning Presentation

A brief presentation on the steps CCWA is taking to prepare for an anticipated wave of staff turnover due to retirement eligibility was provided by Ms. Lisa Watkins, CCWA Office manager. The presentation highlighted that currently more than half of CCWA staff is eligible for retirement, and in the next five years a great deal of institutional knowledge could be lost. CCWA is looking at ways to retain staff, as well as create a staff trainee program for more specialized positions.

V. Closed Session

Vice Chairman Andrisek announced that the closed session had been canceled.

VI. Reports from Board Members for Information Only

- A. City of Santa Maria Appointment of Etta Waterfield as CCWA representative, Shad Springer as Alternate

Mr. Wicks reported on a meeting he had with a company that has a plan to provide portable desalination facilities. Mr. Stokes suggested that Fray Crease at Santa Barbara County Water Resources be contacted to bring the concept to a Santa Barbara County Water Purveyors meeting.

There were no other reports from Board members.

VII. Items for Next Regular Meeting Agenda

- A. Update on the DWR Transportation Minimum Charges and May Estimate of Charges

VIII. Date of Next Regular Meeting: June 27, 2019

IX. Adjournment

The meeting was adjourned at 11:27 AM.

Respectfully submitted,

Elizabeth Watkins
Secretary to the Board

CENTRAL COAST WATER AUTHORITY

Meeting: CCWA Board of Directors

Date: May 23, 2019

NAME	ORGANIZATION	TELEPHONE
Harley Burchardi	SYRWCO ID?	688 6015
Gina Peticola	Guadalupe	
Lauren Hanson	GWD	
Shirley Johnson	CCWP	805 881 8011
Ed Andriese	City of Buellton	805-688-1450
Floyd Wicks	MONTECITO W.D.	805-455-1670
Etta Waterfield	City of SANTA MARIA	805-714-1379
Lisa Long	CCWA	805-688-2292
LAURA MATTHEWS	CCWA	805-688-2292
MIKE ALVARADO	LA CUMBRE	805-967-2376
Penny Knowles	WE Watch	805-588-2759
Meighan Dutenhofer	County of Santa Barbara	805-452-3853
Stephanie Hastings	BHFS	805-963-7000
SHAD SPRINGER	CITY OF SANTA MARIA	805-925-0951
Shannon Sweeney	" " "	" " "
Kelley Dyer	City of Santa Barbara	805-564-5571
TOM FAYRAM	COAST SB	805-568-3436
STEVE KAHN	GUADALUPE	(805) 610-6269
HETER GARCIA	GRUPOS, ID No. 1	805-688-6015
Steven Amenilcone	BHFS	805 882 1407

Placing your name on this list is voluntary and is not required to attend this meeting.



CENTRAL COAST WATER AUTHORITY

Normal and Recurring Costs

Bills for Ratification - May 2019

VENDOR	INVOICE AMOUNT	DESCRIPTION
GENERAL & ADMINISTRATIVE EXPENSES		
Baker, Julie	102.56	Reimbursable expenses - Training travel expenses
Bank of America Business Card	80.00	Pesticide Training
Bank of America Business Card	153.21	Staff meetings
Bank of America Business Card	171.67	Administrative Professionals Luncheon
Bank of America Business Card	244.98	SWC/DWR - Travel and meetings
Bank of America Business Card	275.16	Publications, subscriptions, postage
Bank of America Business Card	316.13	Employee Retirement Luncheon
Bank of America Business Card	479.76	CMMS Training and travel expense
Bank of America Business Card	1,140.00	Corrosion Seminar (2 employees)
Bank of America Business Card	939.59	Advertisement
Bank of America Business Card	1,508.00	AWWA Conference
Cardmember Service	3,931.49	State Water Contractors - Travel and meetings
Federal Express	185.44	Express shipping
Inklings Printing Company	124.99	Copies of Plan Drawings
Long, Lisa	1,343.76	Reimbursable expenses - Travel expenses
Matthews, Laura	152.22	Reimbursable expenses - Travel expense
Petty Cash	57.04	Employee meeting and travel expenses
Scheer, Adam	97.45	Reimbursable expenses - Training travel expenses
Software Solutions	1,256.00	Excel Training classes (2 employees)
Steinbock, Michael	105.00	Reimbursable expenses - Certification renewal
Total Funds	200.00	Postage - postage machine
Ultrex Business Products	81.55	Printing Expenses
United Parcel Service	106.36	Shipping expenses
Water Research Foundation	500.00	Membership 2019-20
Watkins, Lisa	424.56	Reimbursable expenses - Mileage expense
	\$ 13,976.92	Total General & Administrative
MONITORING EXPENSES		
AmeriPride Services, Inc.	396.30	Lab supplies
Bank of America Business Card	9.80	Lab supplies
Culligan Industries Water Systems	85.00	Carbon Tank Rentals, Tri-Bed Tank Rentals
Eurofins Eaton Analytical	5,260.00	Lab testing
Hach Company	2,624.01	Lab supplies
IDEXX Distribution Corp.	2,258.48	Lab supplies
Praxair Distribution, Inc.	722.00	Lab supplies
VWR International	687.49	Lab supplies
	\$ 12,043.08	Total Monitoring Expenses
OFFICE EXPENSES		
Bank of America Business Card	215.33	Office and kitchen supplies
Jay Cee Trophy, Inc.	14.21	Board Members Name Plate
Office Depot	433.37	Office, janitorial & kitchen supplies
Petty Cash	390.80	Office and kitchen supplies
Solvang Bakery	77.80	Board and Committee meeting pastries
Staples Inc.	198.99	Office, janitorial & kitchen supplies
Ultrex Business Products	223.04	Office supplies
	\$ 1,553.54	Total Office Expenses



CENTRAL COAST WATER AUTHORITY

Normal and Recurring Costs

Bills for Ratification - May 2019

VENDOR	INVOICE AMOUNT	DESCRIPTION
OTHER EXPENSES		
American Marborg	329.44	Tank 2/EDV Rental
Bank of America Business Card	77.00	Pavement Slurry SYPS Request for Bids
Bank of America Business Card	106.65	Computer miscellaneous expenses
Brownstein Hyatt Farber	180.00	Legal Services: SWPP - Mojave
Brownstein Hyatt Farber	720.00	Legal Services: Pavement Slurry Seal Tank 5, 7, and SYPS
Bureau of Reclamation	10,000.00	Warren Act Contract Negotiation Deposit
Comcast	193.16	Internet Service
CompuVision	6,448.76	Managed Service Agreement
CompuVision	9,993.75	Fiber Network Switches Support
De Lage Landen Financial Services	248.01	Copier Lease - BAO
HDR Engineering, Inc.	868.75	Pavement Slurry Seal Tank 2
Marborg Industries	155.09	Tank 5/Tank 7 Rental
Velosio	8,518.75	Microsoft Dynamics SL annual support services
Wilson Creek Communications	514.25	Internet Service
Xerox Financial Services	188.62	Copier Lease - WTP
	<u><u>\$ 38,542.23</u></u>	Total Other Expenses
OTHER MISCELLANEOUS EXPENSES		
Department of Water Resources	2,330,408.00	Variable OMP&R, Delta Water & Transport Charge
	<u><u>\$ 2,330,408.00</u></u>	Total Other Miscellaneous Expenses
PERSONNEL EXPENSES		
CalPERS Health	34,919.23	Health Insurance
CalPERS Retirement	52,916.16	Pension Contributions
CCWA Payroll Wages/Taxes	320,170.94	Gross Payroll Wages/Taxes
Dental/Vision Payments	4,144.74	Dental/Vision Benefits
MetLife SBC Insurance	943.95	Life Insurance
Other Misc Employee Benefits	13,720.59	Vehicle, Uniform and Cafeteria Plan Benefits
Standard Insurance Company	1,006.64	Disability Insurance
	<u><u>\$ 427,822.25</u></u>	Total Personnel Expenses
PROFESSIONAL SERVICES		
B&T Service Station Contractor	1,694.43	Sump Sensor Service
Brownstein Hyatt Farber	1,080.00	Legal Services-DWR/SBCFCWCD Contract
Brownstein Hyatt Farber	1,455.24	Legal Services-General Meetings
Ernst & Young LLP	37,443.00	Accounting Services
HDR Engineering Inc	11,624.50	Engineering Services
Samba Holdings, Inc.	68.20	DMV driver reports
Underground Service Alert	43.00	New tickets
Your People Professionals, Inc	513.00	Human Resources Consulting
	<u><u>\$ 53,921.37</u></u>	Total Professional Services
CIP PROJECTS - MATERIALS & OVERHEAD		
Bank of America Business Card	106.52	New Phone Server
Carbon Activated Corp	40,175.00	Granular Activated Carbon Filter Media Replacement
CompuVision	9,993.75	Network Switch Replacement
Farwest Corrosion Control	11,777.72	CP Rectifier Upgrade
Galco Industrial Elect Inc.	510.17	Clarifier Valve and Actuator Replacement
Winema Industrial & Safety Supplies	399.30	Fall Protection Equipment - Distribution
	<u><u>\$ 62,962.46</u></u>	Total CIP Project - Materials and Overhead



CENTRAL COAST WATER AUTHORITY

Normal and Recurring Costs

Bills for Ratification - May 2019

VENDOR	INVOICE AMOUNT	DESCRIPTION
REPAIRS & MAINTENANCE		
AmeriPride Services, Inc.	354.06	Building maintenance supplies
Applied Industrial Technologies	2,434.32	Equipment repairs and maintenance
Bank of America Business Card	211.54	Vehicles repairs and maintenance
Bank of America Business Card	858.82	Equipment repairs and maintenance
Battery Systems Inc	127.96	Batteries replaced
Big Brand Tire & Service	87.95	Vehicle maintenance
Cal Coast Machinery, Inc.	618.32	Parts, repair and maintenance
Carquest Auto Parts	222.97	Auto parts and supplies
City of Buellton	96.89	Landscape maintenance - water
Consolidated Electrical Distributors	567.89	Parts, repair and maintenance
Coverall North America, Inc	979.00	Janitorial service - BAO/SYPS
D&H Water Systems Inc.	4,577.50	Equipment repairs and maintenance
Hach Company	2,262.80	Parts, repair and maintenance
Harrington Industrial Plastics	108.09	Parts, repair and maintenance
Jan's Gardening Service	1,050.00	Landscape maintenance - BAO/SYPS
Knechts Plumbing and Heating	1,775.50	HVAC service and repairs
Lowe's	526.55	Parts, repair and maintenance
OHD, LLP	910.00	Equipment repairs and maintenance
Progressive Greenery	330.00	Landscape maintenance - WTP
Protective Equipment Testing Lab	177.59	Electric glove testing
Rio Vista Chevrolet	1,421.86	Vehicle maintenance
San Luis Personnel Service	1,145.88	Janitorial Service - WTP
Santa Ynez Valley Hardware	14.00	Maintenance supplies
Staples	78.27	Janitorial Supplies
Statewide Traffic Safety & Sign	3,861.00	Equipment repairs and maintenance
Ultrax Business Products	117.73	Copier maintenance
USA Blue Book	767.34	Equipment repairs and maintenance
Western Exterminator Co	416.50	Pest control spraying - BAO and SYPS
Zoom Imaging Solutions, Inc	54.29	Copier Maintenance
	\$ 26,154.62	Total Repairs & Maintenance
SUPPLIES & EQUIPMENT		
AmeriPride Services, Inc.	924.23	Uniform expenses
Bank of America Business Card	19.80	Fuel - Autos
Bank of America Business Card	33.33	Minor tools
Bank of America Business Card	92.38	Equipment & maintenance supplies
Bank of America Business Card	115.62	Safety supplies
Bank of America Business Card	231.52	Landscape materials
Battery Systems Inc.	7.63	Battery
CalPortland Company	355.58	Equipment & maintenance supplies
Carquest Auto Parts	11.18	Equipment & maintenance supplies
Chemtrade Chemicals US, LLC	23,686.14	Chemicals - WTP
Delta Liquid Energy	55.15	Maintenance supplies and hardware
Galco Industrial Elect, Inc.	255.26	Maintenance supplies and hardware
Grainger Inc.	1,524.24	Minor tools, equipment & maintenance supplies, safety supplies
Harrison Hardware	31.22	Maintenance supplies and hardware
Home Depot	157.03	Minor tools, equipment & maintenance supplies
JB Dewar	2,281.80	Fuel - equipment



CENTRAL COAST WATER AUTHORITY

Normal and Recurring Costs

Bills for Ratification - May 2019

VENDOR	INVOICE AMOUNT	DESCRIPTION
JCI Jones Chemical	18,254.77	Chemicals - WTP
McMaster-Carr Supply Company	156.62	Minor tools, equipment & maintenance supplies, safety supplies
Noble Saw, Inc.	125.21	Maintenance supplies and hardware
Petty Cash	59.35	Minor tools, equipment & maintenance supplies, safety supplies
Ross, Don	48.94	Reimbursable expenses - maintenance supplies
Univar USA, Inc.	877.05	Chemicals - WTP
WEX Bank - Wright Express	5,896.33	Fuel - Autos
	\$ 55,200.38	Total Supplies & Equipment
UTILITIES		
Bank of America Business Card	41.23	Telephone conference charge
City of Buellton	179.88	Water - BAO
Delta Liquid Energy	730.16	Propane gas
First Choice Technology	13.10	Phone - Long distance carrier, 800#
Frontier	273.35	Telephone charges
Health Sanitation Services	200.38	Waste Disposal - SYPS
San Miguel Garbage Company	210.25	Waste Disposal - WTP
Santa Ynez River Water Conservation	165.60	Water - SYPS
The Gas Company	7.02	Natural Gas - BAO
Verizon Wireless	341.08	Cell phone charges
	\$ 2,162.05	Total Utilities
Subtotal - Bills for Ratification	\$3,024,746.90	



CENTRAL COAST WATER AUTHORITY

Bills for Approval

VENDOR		INVOICE AMOUNT	DESCRIPTION
State of California DWR	\$	2,403,604.00	Capital Cost and Minimum OMP&R Charges -Jun'19
Subtotal - Bills for Approval	\$	2,403,604.00	
Total Ratification and Approval Bills	\$	<u>5,428,350.90</u>	

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Statements of Net Position

ASSETS

	<u>May 31, 2019</u>	<u>April 30, 2019</u>
<u>Current Assets</u>		
Cash and investments	\$ 11,011,978	\$ 6,120,940
Accounts Receivable (Note 1)	-	-
Accrued interest receivable	202,592	162,263
Other assets	1,785,876	1,795,955
Total Current Assets	<u>13,000,445</u>	<u>8,079,157</u>
<u>Restricted Assets</u>		
Cash and investments with fiscal agents	-	-
<u>Investment Accounts</u>		
Operations and Maintenance Reserve Fund (Note 2)	2,118,040	2,145,136
DWR Reserve Fund (Note 3)	789,949	-
Rate Coverage Reserve Fund (Note 4)	9,289,256	9,411,240
Debt Service Payments (Note 5)	5,250,475	105,962
Department of Water Resources (Note 6a)	37,148,516	11,512,010
Credits Payable (Note 7)	558,291	1,137,607
Escrow Deposits (Note 8)	476,850	484,913
Total Restricted Assets	<u>55,631,376</u>	<u>24,796,867</u>
<u>Property, Plant and Equipment</u>		
Construction in progress (Note 9)	1,791,499	1,724,661
Fixed assets (net of accumulated depreciation)	91,291,459	91,478,194
Total Property, Plant and Equipment	<u>93,082,958</u>	<u>93,202,855</u>
<u>Other Assets</u>		
Unamortized bond issuance costs (Note 10)	582,197	620,227
Long term receivable (Note 11)	2,758,642	3,632,703
Total Other Assets	<u>3,340,838</u>	<u>4,252,930</u>
Total Assets	<u>\$ 165,055,617</u>	<u>\$ 130,331,810</u>

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Statements of Net Position

LIABILITIES AND FUND EQUITY

	<u>May 31, 2019</u>	<u>April 30, 2019</u>
<u>Current Liabilities</u>		
Accounts Payable	\$ 58,672	\$ 81,926
DWR and Warren Act Charge Deposits (Note 6a)	37,148,518	11,512,011
CCWA Variable Charge Deposits (Note 6b)	12,573	12,573
Accrued interest payable	240,585	120,293
Other liabilities	647,264	683,371
Rate Coverage Reserve Fund	9,222,497	9,222,497
DWR Reserve Fund	789,949	-
Unearned Revenue	10,807,732	911,829
Credits Payable to Project Participants	954,944	1,679,298
Total Current Liabilities	<u>59,882,733</u>	<u>24,223,798</u>
<u>Non-Current Liabilities</u>		
Bonds payable (Note 12)	28,870,000	28,870,000
Bond Original Issue Premium, net	1,560,747	1,662,702
OPEB Liability	831,506	831,506
Escrow Deposits	476,850	484,913
Net Pension Liability	3,756,159	3,756,159
Total Non-Current Liabilities	<u>35,495,263</u>	<u>35,605,280</u>
<u>Commitments and Uncertainties</u>		
<u>Net Assets</u>		
Contributed capital, net (Note 13)	22,562,433	22,562,433
Retained earnings	47,115,189	47,940,298
Total Net Assets	<u>69,677,622</u>	<u>70,502,731</u>
Total Liabilities and Net Assets	<u>\$ 165,055,617</u>	<u>\$ 130,331,810</u>



Statements of Revenues, Expenses and Changes in Net Position

	May 31, 2019	April 30, 2019
<u>Operating Revenues</u>		
Operating reimbursements		
from project participants	\$ 21,219,678	\$ 21,219,678
Other revenues	135,849	98,362
Total Operating Revenues	21,355,526	21,318,039
<u>Operating Expenses</u>		
Personnel expenses	4,262,788	3,792,600
Office expenses	16,489	14,899
General and administrative	189,675	166,164
Professional services	299,176	235,115
Supplies and equipment	951,851	896,533
Monitoring expenses	68,129	54,944
Repairs and maintenance	244,134	217,980
Utilities	845,071	842,673
Depreciation and amortization	1,179,675	1,075,539
Other expenses	522,714	496,143
Total Operating Expenses	8,579,702	7,792,591
Operating Income	12,775,824	13,525,449
<u>Non-Operating Revenues</u>		
Investment income	1,103,283	1,038,310
Total Non-Operating Revenues	1,103,283	1,038,310
<u>Non-Operating Expenses</u>		
Interest	1,432,208	1,311,917
Current year credits payable	747,021	726,855
Total Non-Operating Expenses	2,179,230	2,038,772
Net Income	11,699,878	12,524,988
<u>Retained Earnings</u>		
Retained earnings at beginning of period	35,415,311	35,415,311
Retained earnings at end of period	\$ 47,115,189	\$ 47,940,298

Central Coast Water Authority
Notes to Financial Statements
May 31, 2019

Note 1: Accounts Receivable

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

Note 2: O&M Reserve Fund

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

<u>Project Participant</u>	<u>Amount</u>
City of Guadalupe	\$ 28,258
City of Santa Maria	832,339
Golden State Water Company	25,689
Vandenberg AFB	388,468
City of Buellton	29,697
Santa Ynez ID #1 (Solvang)	77,068
Santa Ynez ID #1	25,689
Goleta Water District	235,580
Morehart Land Co.	10,276
La Cumbre Mutual Water Company	51,373
Raytheon Systems Company	2,569
City of Santa Barbara	154,137
Montecito Water District	154,137
Carpinteria Valley Water District	102,758
TOTAL:	<u>\$ 2,118,040</u>

Central Coast Water Authority
Notes to Financial Statements
 May 31, 2019

Note 3: DWR Reserve Fund

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

Project Participant	Amount
City of Buellton	\$ 27,016
City of Guadalupe	8,370
La Cumbre Mutual Water Company	26,158
Morehart Land Co.	10,717
City of Santa Barbara	51,060
Raytheon Systems Co.	2,705
City of Santa Maria	458,764
Golden State Water Company	14,756
Santa Ynez ID #1 (Solvang)	62,435
Santa Ynez ID #1	127,969
TOTAL:	\$ 789,949

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	\$ 191,751
City of Santa Maria	5,020,754
City of Buellton	275,932
Santa Ynez ID #1 (Solvang)	614,253
Santa Ynez ID #1	462,737
La Cumbre Mutual Water Company	401,901
Montecito Water District	1,464,075
Carpinteria Valley Water District	842,588
Shandon	15,265
TOTAL:	\$ 9,289,256

Central Coast Water Authority
Notes to Financial Statements
May 31, 2019

Note 5: Debt Service Payments

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

<u>Participant</u>	<u>Amount</u>
Avila Beach	\$ 11,935
California Men's Colony	104,391
County of SLO	111,203
Cuesta College	52,199
Morro Bay	673,560
Oceano	87,260
Pismo Beach	144,219
Shandon	11,817
Guadalupe	148,520
Buellton	263,135
Santa Ynez (Solvang)	8,365
Santa Ynez	3,142
Goleta	25,253
Morehart Land	116,920
La Cumbre	559,346
Raytheon	24,481
Santa Barbara	15,524
Montecito	1,838,264
Carpinteria	1,050,940
TOTAL:	\$ 5,250,475

Central Coast Water Authority
Notes to Financial Statements
 May 31, 2019

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

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

Project Participant	Amount
City of Guadalupe	\$ 730,265
City of Santa Maria	21,285,053
Golden State Water Company	668,671
Vandenberg AFB	2,196,732
City of Buellton	795,053
Santa Ynez ID #1 (Solvang)	245,493
Santa Ynez ID #1	192,681
Goleta Water District	1,167,067
Morehart Land Co.	260,716
La Cumbre Mutual Water Company	1,421,013
Raytheon Systems Co.	69,484
City of Santa Barbara	733,096
Montecito Water District	4,527,138
Carpinteria Valley Water District	2,856,055
TOTAL:	<u>\$ 37,148,516</u>

Note 6b: Cash Payments for CCWA Variable Charges

Cash deposits for payments to CCWA for Variable Assessments.

Project Participant	Amount
City of Guadalupe	\$ -
City of Santa Maria	-
Golden State Water Company	-
Vandenberg AFB	-
City of Buellton	-
Santa Ynez ID #1 (Solvang)	-
Santa Ynez ID #1	9,546
Goleta Water District	-
Morehart Land Co.	-
La Cumbre Mutual Water Company	-
Raytheon Systems Co.	3,027
City of Santa Barbara	-
Montecito Water District	-
Carpinteria Valley Water District	-
Shandon	-
Lopez Turnout	-
Chorro Turnout	-
TOTAL:	<u>\$ 12,573</u>

Central Coast Water Authority
Notes to Financial Statements
 May 31, 2019

Note 7: Credits Payable

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

Project Participant	Amount
City of Guadalupe	\$ (1)
City of Santa Maria	606
Golden State Water Company	28
Vandenberg AFB	279,479
City of Buellton	46
Santa Ynez ID #1 (Solvang)	105
Santa Ynez ID #1	262,646
Goleta Water District	14,577
Morehart Land Co.	6
La Cumbre Mutual Water Company	30
Raytheon Systems Co.	1
City of Santa Barbara	31
Montecito Water District	566
Carpinteria Valley Water District	21
Shandon	(2)
Lopez Turnout	59
Chorro Turnout	93
TOTAL:	<u>\$ 558,291</u>

Note 8: Escrow Deposits

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

Project Participant	Amount
Morehart Land Company	\$ 377,458
Raytheon Systems Company	99,392
TOTAL:	<u>\$ 476,850</u>

Note 9: Construction in Progress

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

Financial Reach	Amount
Labor	\$ 130,257
Materials	773,318
Overhead	906,110
Project CIP Total:	<u>\$ 1,809,685</u>

Central Coast Water Authority
Notes to Financial Statements
 May 31, 2019

Note 10: Unamortized Bond Issuance Costs

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

Note 11: Long-Term Receivable

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

Financing Participant	Long-Term Receivable
Avila Beach	\$ 5,671
California Men's Colony	126,663
County of SLO	135,079
Cuesta College	63,337
Morro Bay	968,922
Oceano	38,633
Pismo Beach	63,785
Shandon	4,613
Guadalupe	164,733
Buellton	26,813
Santa Ynez (Solvang)	104,762
Santa Ynez	46,424
Goleta	596,440
Morehart Land	1,875
La Cumbre	9,373
Raytheon	2,475
Santa Barbara	130,209
Montecito	141,420
Carpinteria	127,414
TOTAL:	\$ 2,758,642

Note 12: Bonds Payable

Bonds payable represents outstanding Series 2016-A revenue bonds outstanding. The next Series 2016-A principal payment is due on October 1, 2019 in the amount of \$9,160,000.

Central Coast Water Authority
Notes to Financial Statements
May 31, 2019

Note 13: Contributed Capital

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

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



Budget and Actual All Reaches

	May 31, 2019		
	Budget	Actual	Percent Expended ⁽¹⁾
<u>Operating Revenues</u>			
Fixed operating assessments ⁽²⁾	\$ 9,368,796	9,368,796	100.00%
Variable operating assessments	3,069,046	2,598,627	84.67%
Other revenues	-	-	N/A
Non-annual recurring revenues	-	-	N/A
Total Operating Revenues	12,437,843	11,967,423	96.22%
<u>Operating Expenses ⁽²⁾</u>			
Personnel expenses	5,032,011	4,262,788	84.71%
Office expenses	20,500	16,489	80.44%
General and administrative	275,985	189,675	68.73%
Professional services	425,520	299,176	70.31%
Supplies and equipment	2,115,202	951,851	45.00%
Monitoring expenses	113,624	68,129	59.96%
Repairs and maintenance	279,880	244,134	87.23%
Utilities	1,302,775	845,071	64.87%
Depreciation and amortization	-	-	N/A
Other expenses	1,912,356	522,714	27.33%
Total Operating Expenses	11,477,854	7,400,028	64.47%
Operating Income	959,989	4,567,396	
<u>Non-Operating Revenues</u>			
Interest income	-	-	
Total Non-Operating Revenues	-	-	
<u>Non-Operating Expenses</u>			
Total Non-Operating Expenses	-	-	
Net Income (Loss)	\$ 959,989	4,567,396	

(1) Percent of year expended: 91.66%

(2) Includes revenues and expenses for Turnouts and adjusted for carryover revenues transferred to FY 2018/19.



Budget and Actual Administration

	May 31, 2019		Percent Expended ⁽¹⁾
	Budget	Actual	
Operating Revenues			
Fixed operating assessments ⁽²⁾	\$ 1,773,663	\$ 1,773,663	100.00%
Variable operating assessments	-	-	N/A
Other revenues	-	-	N/A
Non-annual recurring revenues	-	-	N/A
Total Operating Revenues	1,773,663	1,773,663	100.00%
Operating Expenses ⁽²⁾			
Personnel expenses	946,918	883,308	93.28%
Office expenses	10,500	10,561	100.58%
General and administrative	192,185	136,684	71.12%
Professional services	215,748	178,280	82.63%
Supplies and equipment	-	-	N/A
Monitoring expenses	-	-	N/A
Repairs and maintenance	31,695	22,069	69.63%
Utilities	16,316	12,245	75.05%
Depreciation and amortization	-	-	N/A
Other expenses	277,313	130,624	47.10%
Total Operating Expenses	1,690,676	1,373,770	81.26%
Operating Income	82,987	399,893	
Non-Operating Revenues			
Investment Income	-	-	
Total Non-Operating Revenues	-	-	
Non-Operating Expenses			
Current Year credits payable	-	-	
Total Non-Operating Expenses	-	-	
Net Income (Loss)	\$ 82,987	399,893	

(1) Percent of year expended: 91.66%

(2) Includes revenues and expenses for Turnouts and adjusted for carryover revenues transferred to FY 2018/19.



Budget and Actual Water Treatment Plant

	May 31, 2019		
	Budget	Actual	Percent Expended ⁽¹⁾
<u>Operating Revenues</u>			
Fixed operating assessments ⁽²⁾	\$ 4,410,369	4,410,369	100.00%
Variable operating assessments	2,021,062	1,568,315	77.60%
Other revenues	-	-	N/A
Non-annual recurring revenues	-	-	N/A
Total Operating Revenues	6,431,430	5,978,683	92.96%
<u>Operating Expenses</u> ⁽²⁾			
Personnel expenses	2,399,833	1,993,818	83.08%
Office expenses	6,000	4,104	68.40%
General and administrative	51,550	33,622	65.22%
Professional services	96,739	74,555	77.07%
Supplies and equipment	2,012,791	884,438	43.94%
Monitoring expenses	113,624	68,129	59.96%
Repairs and maintenance	166,485	139,950	84.06%
Utilities	178,809	137,841	77.09%
Depreciation and amortization	-	-	N/A
Other expenses	1,042,861	228,313	21.89%
Total Operating Expenses	6,068,692	3,564,771	58.74%
Operating Income	362,738	2,413,913	
<u>Non-Operating Revenues</u>			
Interest income	-	-	
Total Non-Operating Revenues	-	-	
<u>Non-Operating Expenses</u>			
Interest	-	-	
Total Non-Operating Expenses	-	-	
Net Income (Loss)	\$ 362,738	2,413,913	

- (1) Percent of year expended: 91.66%
- (2) Includes revenues and expenses for Turnouts and adjusted for carryover revenues transferred to FY 2018/19.

Central Coast Water Authority
Polonio Pass Water Treatment Plant
Fixed and Variable Cost per Acre-Foot
 May 31, 2019

	July 2018	Aug. 2018	Sept. 2018	Oct. 2018	Nov. 2018	Dec. 2018	Jan. 2019	Feb. 2019	Mar. 2019	April 2019	May 2019	Total for Year
WTP Fixed O&M Costs												
Fixed O&M Expenses	\$ 340,685	\$ 207,536	\$ 213,293	\$ 237,669	\$ 268,514	\$ 246,007	\$ 241,799	\$ 253,561	\$ 202,439	\$ 201,546	\$ 264,550	\$ 2,677,598
Annual Table A Amount ⁽¹⁾	43,908	43,908	43,908	43,908	43,908	43,908	43,908	43,908	43,908	43,908	43,908	43,908
Fixed WTP Cost per AF	\$ 7.76	\$ 4.73	\$ 4.86	\$ 5.41	\$ 6.12	\$ 5.60	\$ 5.51	\$ 5.77	\$ 4.61	\$ 4.59	\$ 6.03	\$ 60.98
WTP Variable O&M Costs												
Variable O&M Expenses	\$ 148,836	\$ 145,300	\$ 82,151	\$ 84,947	\$ 43,009	\$ 90,886	\$ 103,213	\$ 45,150	\$ 63,591	\$ 37,272	\$ 42,818	\$ 887,173
Actual Water Treated	3,281	3,285	2,740	2,607	1,076	2,389	1,967	942	1,090	1,579	1,760	22,716
Variable WTP Cost per AF	\$ 45.36	\$ 44.23	\$ 29.98	\$ 32.58	\$ 39.97	\$ 38.04	\$ 52.47	\$ 47.93	\$ 58.34	\$ 23.60	\$ 24.33	\$ 39.05

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



Budget and Actual Mission Hills II

	May 31, 2019		
	Budget	Actual	Percent Expended ⁽¹⁾
<u>Operating Revenues</u>			
Fixed operating assessments ⁽²⁾	\$ 312,769	312,769	100.00%
Variable operating assessments	-	-	N/A
Other revenues	-	-	N/A
Total Operating Revenues	312,769	312,769	100.00%
<u>Operating Expenses</u> ⁽²⁾			
Personnel expenses	177,199	167,049	94.27%
Office expenses	421	192	45.63%
General and administrative	3,391	2,038	60.09%
Professional services	11,885	2,709	22.79%
Supplies and equipment	10,768	7,150	66.40%
Monitoring expenses	-	-	N/A
Repairs and maintenance	8,590	12,688	147.70%
Utilities	6,274	19,089	304.28%
Depreciation and amortization	-	-	N/A
Other expenses	19,681	24,127	122.59%
Total Operating Expenses	238,208	235,042	98.67%
Operating Income	74,561	77,727	
<u>Non-Operating Revenues</u>			
Interest income	-	-	
Total Non-Operating Revenues	-	-	
<u>Non-Operating Expenses</u>			
Interest	-	-	
Total Non-Operating Expenses	-	-	
Net Income (Loss)	\$ 74,561	77,727	

(1) Percent of year expended: 91.66%

(2) Includes revenues and expenses for Turnouts and adjusted for carryover revenues transferred to FY 2018/19.



Budget and Actual Santa Ynez I

	May 31, 2019		
	Budget	Actual	Percent Expended ⁽¹⁾
<u>Operating Revenues</u>			
Fixed operating assessments ⁽²⁾	\$ 575,328	575,328	100.00%
Variable operating assessments	-	-	N/A
Other revenues	-	-	N/A
Total Operating Revenues	575,328	575,328	100.00%
<u>Operating Expenses</u> ⁽²⁾			
Personnel expenses	271,613	221,674	81.61%
Office expenses	645	294	45.61%
General and administrative	5,198	3,122	60.07%
Professional services	18,217	4,160	22.83%
Supplies and equipment	16,506	10,964	66.43%
Monitoring expenses	-	-	N/A
Repairs and maintenance	13,168	11,097	84.28%
Utilities	9,616	4,550	47.31%
Depreciation and amortization	-	-	N/A
Other expenses	90,857	27,900	30.71%
Total Operating Expenses	425,819	283,762	66.64%
Operating Income	149,509	291,566	
<u>Non-Operating Revenues</u>			
Interest income	-	-	
Total Non-Operating Revenues	-	-	
<u>Non-Operating Expenses</u>			
Interest	-	-	
Total Non-Operating Expenses	-	-	
Net Income (Loss)	\$ 149,509	291,566	

(1) Percent of year expended: 91.66%

(2) Includes revenues and expenses for Turnouts and adjusted for carryover revenues transferred to FY 2018/19.



Budget and Actual Santa Ynez II

	May 31, 2019		Percent Expended ⁽¹⁾
	Budget	Actual	
Operating Revenues			
Fixed operating assessments ⁽²⁾	\$ 1,019,674	1,019,674	100.00%
Variable operating assessments	1,047,985	1,030,312	98.31%
Other revenues	-	-	N/A
Total Operating Revenues	2,067,659	2,049,986	99.15%
Operating Expenses ⁽²⁾			
Personnel expenses	549,645	403,626	73.43%
Office expenses	1,305	595	45.60%
General and administrative	10,518	6,316	60.05%
Professional services	36,866	20,135	54.62%
Supplies and equipment	33,401	21,774	65.19%
Monitoring expenses	-	-	N/A
Repairs and maintenance	26,646	19,533	73.30%
Utilities	1,067,444	653,100	61.18%
Depreciation and amortization	-	-	N/A
Other expenses	196,436	42,374	21.57%
Total Operating Expenses	1,922,262	1,167,453	60.73%
Operating Income	145,397	882,533	
Non-Operating Revenues			
Interest income	-	-	
Total Non-Operating Revenues	-	-	
Non-Operating Expenses			
Interest	-	-	
Total Non-Operating Expenses	-	-	
Net Income (Loss)	\$ 145,397	882,533	

(1) Percent of year expended: 91.66%

(2) Includes revenues and expenses for Turnouts and adjusted for carryover revenues transferred to FY 2018/19.



Budget and Actual Reach 33B

	May 31, 2019		
	Budget	Actual	Percent Expended ⁽¹⁾
<u>Operating Revenues</u>			
Fixed operating assessments ⁽²⁾	\$ 700,375	700,375	100.00%
Variable operating assessments	-	-	N/A
Other revenues	-	-	N/A
Total Operating Revenues	700,375	700,375	100.00%
<u>Operating Expenses</u> ⁽²⁾			
Personnel expenses	366,564	292,139	79.70%
Office expenses	870	397	45.60%
General and administrative	7,015	4,212	60.05%
Professional services	24,586	8,090	32.90%
Supplies and equipment	22,276	14,170	63.61%
Monitoring expenses	-	-	N/A
Repairs and maintenance	17,771	14,194	79.87%
Utilities	12,978	7,733	59.59%
Depreciation and amortization	-	-	N/A
Other expenses	118,753	22,376	18.84%
Total Operating Expenses	570,813	363,311	63.65%
Operating Income	129,563	337,064	
<u>Non-Operating Revenues</u>			
Interest income	-	-	
Total Non-Operating Revenues	-	-	
<u>Non-Operating Expenses</u>			
Interest	-	-	
Total Non-Operating Expenses	-	-	
Net Income (Loss)	\$ 129,563	337,064	

(1) Percent of year expended: 91.66%

(2) Includes revenues and expenses for Turnouts and adjusted for carryover revenues transferred to FY 2018/19.



Budget and Actual Reach 34

	May 31, 2019		
	Budget	Actual	Percent Expended ⁽¹⁾
<u>Operating Revenues</u>			
Fixed operating assessments ⁽²⁾	\$ 233,090	233,090	100.00%
Variable operating assessments	-	-	N/A
Other revenues	-	-	N/A
Total Operating Revenues	233,090	233,090	100.00%
<u>Operating Expenses</u> ⁽²⁾			
Personnel expenses	157,605	135,553	86.01%
Office expenses	374	171	45.60%
General and administrative	3,016	1,811	60.04%
Professional services	10,571	9,039	85.51%
Supplies and equipment	9,577	6,488	67.74%
Monitoring expenses	-	-	N/A
Repairs and maintenance	7,641	13,641	178.54%
Utilities	5,580	4,378	78.45%
Depreciation and amortization	-	-	N/A
Other expenses	17,505	9,372	53.54%
Total Operating Expenses	211,868	180,453	85.17%
Operating Income	21,222	52,638	
<u>Non-Operating Revenues</u>			
Interest income	-	-	
Total Non-Operating Revenues	-	-	
<u>Non-Operating Expenses</u>			
Interest	-	-	
Total Non-Operating Expenses	-	-	
Net Income (Loss)	\$ 21,222	52,638	

(1) Percent of year expended: 91.66%

(2) Includes revenues and expenses for Turnouts and adjusted for carryover revenues transferred to FY 2018/19.



Budget and Actual Reach 35

	May 31, 2019		
	Budget	Actual	Percent Expended ⁽¹⁾
Operating Revenues			
Fixed operating assessments ⁽²⁾	\$ 86,836	86,836	100.00%
Variable operating assessments	-	-	N/A
Non-annual recurring revenues	-	-	N/A
Other revenues	-	-	N/A
Total Operating Revenues	86,836	86,836	100.00%
Operating Expenses ⁽²⁾			
Personnel expenses	58,008	43,484	74.96%
Office expenses	138	63	45.58%
General and administrative	1,110	666	60.02%
Professional services	3,891	787	20.22%
Supplies and equipment	3,525	2,217	62.89%
Monitoring expenses	-	-	N/A
Repairs and maintenance	2,812	1,075	38.24%
Utilities	2,054	989	48.13%
Depreciation and amortization	-	-	N/A
Other expenses	6,443	15,689	243.51%
Total Operating Expenses	77,980	64,969	83.32%
Operating Income	8,855	21,866	
Non-Operating Revenues			
Interest income	-	-	
Total Non-Operating Revenues	-	-	
Non-Operating Expenses			
Interest	-	-	
Total Non-Operating Expenses	-	-	
Net Income (Loss)	\$ 8,855	21,866	

(1) Percent of year expended: 91.66%

(2) Includes revenues and expenses for Turnouts and adjusted for carryover revenues transferred to FY 2018/19.



Budget and Actual Reach 37

	May 31, 2019		
	Budget	Actual	Percent Expended ⁽¹⁾
<u>Operating Revenues</u>			
Fixed operating assessments ⁽²⁾	\$ 59,138	59,139	100.00%
Variable operating assessments	-	-	N/A
Non-annual recurring revenues	-	-	N/A
Other revenues	-	-	N/A
Total Operating Revenues	59,138	59,139	100.00%
<u>Operating Expenses</u> ⁽²⁾			
Personnel expenses	39,944	37,091	92.86%
Office expenses	95	43	45.60%
General and administrative	764	459	60.05%
Professional services	2,679	542	20.23%
Supplies and equipment	2,427	1,883	77.57%
Monitoring expenses	-	-	N/A
Repairs and maintenance	1,936	741	38.26%
Utilities	1,414	386	27.27%
Depreciation and amortization	-	-	N/A
Other expenses	4,437	2,164	48.77%
Total Operating Expenses	53,697	43,309	80.65%
Operating Income	5,441	15,830	
<u>Non-Operating Revenues</u>			
Interest income	-	-	
Total Non-Operating Revenues	-	-	
<u>Non-Operating Expenses</u>			
Interest	-	-	
Total Non-Operating Expenses	-	-	
Net Income (Loss)	\$ 5,441	15,830	

(1) Percent of year expended: 91.66%

(2) Includes revenues and expenses for Turnouts and adjusted for carryover revenues transferred to FY 2018/19.



Budget and Actual Reach 38

	May 31, 2019		
	Budget	Actual	Percent Expended ⁽¹⁾
Operating Revenues			
Fixed operating assessments ⁽²⁾	\$ 95,715	95,715	100.00%
Variable operating assessments	-	-	N/A
Non-annual recurring revenues	-	-	N/A
Other revenues	-	-	N/A
Total Operating Revenues	95,715	95,715	100.00%
Operating Expenses ⁽²⁾			
Personnel expenses	64,681	55,883	86.40%
Office expenses	154	70	45.62%
General and administrative	1,238	744	60.09%
Professional services	4,338	878	20.24%
Supplies and equipment	3,931	2,475	62.96%
Monitoring expenses	-	-	N/A
Repairs and maintenance	3,136	1,200	38.28%
Utilities	2,290	625	27.28%
Depreciation and amortization	-	-	N/A
Other expenses	7,184	3,506	48.81%
Total Operating Expenses	86,951	65,380	75.19%
Operating Income	8,764	30,335	
Non-Operating Revenues			
Interest income	-	-	
Total Non-Operating Revenues	-	-	
Non-Operating Expenses			
Interest	-	-	
Total Non-Operating Expenses	-	-	
Net Income (Loss)	\$ 8,764	30,335	

(1) Percent of year expended: 91.66%

(2) Includes revenues and expenses for Turnouts and adjusted for carryover revenues transferred to FY 2018/19.



CENTRAL COAST WATER AUTHORITY

MEMORANDUM

June 18, 2019

TO: CCWA Board of Directors
FROM: John Brady
Deputy Director, Operations and Engineering
SUBJECT: Operations Report, May 2019

The Polonio Pass Water Treatment Plant's production and chemical costs, as well as the Santa Ynez Pumping Plant production for May 2019 are presented below:

Month	Plant Production (AF)	Chemical Costs (\$/AF)	SYPP Pumping (AF)
May, 2019	1,835.52	\$28.71	0

WATER TREATMENT PLANT (WTP)

- The ammonium hydroxide tank system was serviced through the replacement of the vapor recovery piping and the installation of a new tank level sensor and indicator. The tank level sensor and indicator was also connected to the Supervisory Control and Data Acquisition System.
- WTP staff reviewed and analyzed DWR's plan to apply Aquathol K, a non-NSF 61 herbicide, to the O'Neil Forebay, which is located upstream from the Polonio Pass WTP. Detailed comments were developed and shared with other State Water Project Contractors and ultimately conveyed to DWR for consideration. Aquathol K's active ingredient is Endothal which has a primary drinking water standard of 0.1 mg/l.
- Through the DWR's Municipal Water Quality Investigation Program, CCWA staff were recruited to participate on the five year Sanitary Survey report for the San Joaquin-Sacramento Delta. This report is required by the Division of Drinking Water.
- The Bulk Chemical Contract Extensions were processed and executed. The approved vendor list and new pricing was documented and circulated to the CCWA supervisor group.
- As part of the new cloud based phone system, a high speed internet connection was established at the WTP. This connection will replace the T-1 service, which has been very unreliable since its first installation.
- The Maintenance staff completed the following items: (1) annual mowing of the WTP grounds, (2) completed the filter-to-waste valve maintenance, (3) quarterly hoist inspections (4) cleaned and serviced the sulfuric acid tank containment and sump, (5) monthly vehicle safety inspection and fuel tank inspections, (6) serviced the chlorine contact basin sample pump #3, (7) serviced the sodium hydroxide recirculation pump, (8) completed area lighting, (9) evacuated storm water accumulation within secondary containment systems and (10) completed the annual service for the backwash pump isolation valves.

DISTRIBUTION

- Staff continued development of the design for a new bypass pipeline alignment over the top of the Dam. Staff completed design calculations, sketches and other information and submitted it to HDR Engineering for review and preparation of AutoCAD drawings.
- Work continued on the Santa Ynez Pumping Plant, Tank 2 and Tank 5 Slurry Seal Project. A competitive Request for Bids was prepared, advertised and distributed to qualified

- contractors. Distribution staff also provided contractors a pre-bid site walk of the work locations. Bids were publicly opened and reviewed by staff. Board approval for contract award to the lowest responsive bidder was requested and received. A Notice to Proceed was issued to the Pavement Coating Company and work is planned for late June early July.
- Work continued on the Turnout Security Fence Project. Using an in-house design, Staff solicited competitive bids for the installation of security fencing for Solvang, Santa Ynez, Vandenberg Air Force Base and Lopez Turnouts. A contract was issued to the lowest responsive bidder, Mid-State Fence. Work will proceed late June and early July.
 - Distribution Staff completed mowing of the pipeline Right-of-Way access roads and appurtenances. This annual mowing is completed in spring as a fire prevention measure.
 - Staff worked several encroachment requests: (1) staff received an updated drawing of the Rancho Sanja Cota project in Santa Ynez for review, (2) staff worked with Foley Family Wines representatives to process an encroachment permit for a new deer fence.
 - Two Distribution Technicians received detailed training on cathodic protection systems at the Western State Corrosion Control Seminar at California Polytechnic State University at Pomona.
 - On Mother's Day, Distribution staff responded to an incident where the Fiber Optic Cable (FOC) was severed by a farming operation near Black Road and Betteravia Road. Staff worked with a contractor and CCWA's Instrumentation staff to excavate the FOC and to implement repair work as well as work to restore the work location back to original condition. Staff also assisted with identifying the responsible party.

LABORATORY

- Laboratory staff continued water quality instrumentation calibration work throughout the plant. Staff also continued routine analysis of compliance and process samples to support operations.
- Laboratory staff increased their scope of responsibility in performing wet-side calibrations of additional water quality instruments within the WTP. This measure was implemented to reduce the work load on the Instrumentation staff. This measure was needed because two members of the Instrumentation group have either retired or about to retire and recruitment for new staff is proving to be difficult.
- After faithfully serving CCWA as a Laboratory Analyst for 16 years, Ms. Louise Hickok will retire on July 1, 2019. Laboratory staff initiated recruitment efforts in May for her replacement.

INSTRUMENTATION/NETWORK

- Recruitment efforts for the Instrumentation, Controls, Electrical and Maintenance Superintendent, as well as for the Instrumentation, Calibration and Repair Technician position has continued. Four interviews were completed in May and several more are planned for June.
- Due to retirements, the Instrumentation Department staff is being reduced by 50%, leaving one highly experienced employee and one newly hired employee. The staff transition plan has been deployed through increasing the recruitment effort for staff, escalating the pace of training of the newly hired employee, retaining contractor support for on-call service for electrical network and PLC issues, and shifting some work duties to other Departments.
- Staff received a presentation from Siemens that outlined a proposal to construct a solar power system at the WTP in exchange for CCWA entering a long term power purchase agreement. CCWA staff provided Siemens energy use data and provided a facility tour for use in their proposal. Based on the information Siemens analyzed, they felt the project was viable and would like to move forward. CCWA staff is currently following up by calling references for the Siemens team. This project is being considered as a possible proactive measure to control future electrical rates as PG&E goes through bankruptcy.

- Instrumentation Staff continued work on the cloud based phone system through (1) establishing a high speed internet connection at the WTP, (2) soliciting bids for re-cabling the WTP and the Administrative Offices with appropriate communications cables to support the new phone system, and (3) solicited bids for the phone equipment needed to transition to the cloud-based system.
- Instrumentation staff completed (1) the temporary and permanent repairs of the fiber optic cable that was severed on Mother's Day, (2) the installation of three new remote monitoring system for the Cathodic Protection System Rectifiers, (3) continued with configuration work of the new Fiber Optic Cable Switches, (4) the new ICR Technician received training in Fiber Optic Cable operations and repair and (5) solicited bids for new air conditioning units for the Buellton Administrative Office.

GENERAL

- The Deputy Director met with Mr. Michael Jackson of the US Bureau of Reclamation and Ms. Wendy Motta of Representative Carbajal's office to review the water supply needs of the La Cumbre Mutual Water Company. The value of the State Water Project and the current challenges of delivering SWP water to Cachuma Lake were discussed in great detail. In addition, an explanation of how La Cumbre water supply issue was addressed through an internal transfer between La Cumbre and the City of Santa Barbara.
- A tour of the CCWA system was provided to Board Members on May 30, 2019. The tour lasted for 8 hours and covered Tank 5, portions of the pipeline alignment, the Seismic Joint and the WTP.
- Staff continued with several water accounting tasks that included (1) finalizing spill volume from San Luis reservoir for all CCWA Participants, (2) allocating Article 21 water accumulated during the spill event at San Luis reservoir, (3) contacting exchange partners to determine conveyance capacity for return water to satisfy existing water debt, and (4) updating the Water Delivery Status Report and associated sorting tables.

JLB
Attachments

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

System Name: Central Coast Water Authority System Number: 4210030
 Treatment Plant Name: Polonio Pass Water Treatment Plant May 2019

Date:	RW pH (SU)	RW Turbidity (NTU)	SW Turbidity (NTU)	RW Odor (TON)	RW Total Coliform (MPN)	RW E. Coli (MPN)	RW Cl- (mg/L)	RW Alkalinity (mg/L)		RW Hardness (mg/L)		RW E.C. (uS/cm)	RW TOC (mg/L)
								Total	Phenol	Total	Ca		
1	8.43	1.10	0.48	1.0			78	67	3	102	49		3.2
2	8.49	0.97	0.48	1.0			81	68	4	104	47		
3	8.48	1.03	0.50	1.0			82	69	4	103	46		
4	8.43	1.22	0.56	1.0			85	70	4	100	46		
5	8.38	1.58	0.57	1.0			84	70	1	105	47		
6	8.37	1.53	0.57	1.0	133	14	84	70	1	106	47	471	
7	8.42	1.35	0.61	1.0			84	70	2	104	49		
8	8.41	1.25	0.53	1.0			80	72	2	101	48		
9	8.33	1.33	0.52	1.0			80	72	1	101	51		
10	8.33	1.60	0.54	1.0			79	66	1	100	45		
11	8.33	1.35	0.56	1.0			80	69	1	101	43		
12	8.33	1.57	0.57	1.0			86	70	1	105	48		
13	8.39	1.45	0.59	1.5	153	15	87	71	2	103	46	494	
14	8.46	1.11	0.57	1.0			83	72	2	101	48		
15	8.54	1.15	0.51	1.0			85	71	4	105	47		
16	8.45	1.28	0.49	1.0			81	72	2	104	46		
17	8.43	1.25	0.48	1.0			81	69	3	98	45		
18	8.50	1.17	0.48	1.0			77	69	3	100	48		
19	8.33	1.45	0.57	2.0			75	68	0	100	45		
20	8.13	1.42	0.57	2.5	112	8	75	68	0	100	44	482	
21	8.11	1.17	0.52	1.5			81	68	0	98	45		
22	8.14	1.10	0.54	1.0			84	70	0	100	47		
23	8.10	1.10	0.57	1.5			86	70	0	101	48		
24	8.10	0.95	0.53	1.0			82	69	0	101	47		
25	8.10	1.04	0.64	1.0			79	66	0	98	47		
26	8.10	1.05	0.54	1.0			78	68	0	94	46		
27	8.12	1.45	0.48	1.0	91	2	77	65	0	93	47		
28	8.11	2.10	0.59	1.0			68	64	0	85	38	425	
29	8.25	1.60	0.54	1.0			71	64	0	83	37		
30	8.27	1.60	0.55	1.0			71	64	0	80	36		
31	8.27	2.58	0.61	1.0			60	60	0	76	37		
Avg	8.31	1.35	0.54	1.1	122	10	79	68	1	98	45	468	3.2

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

System Name: Central Coast Water Authority

System Number: 4210030

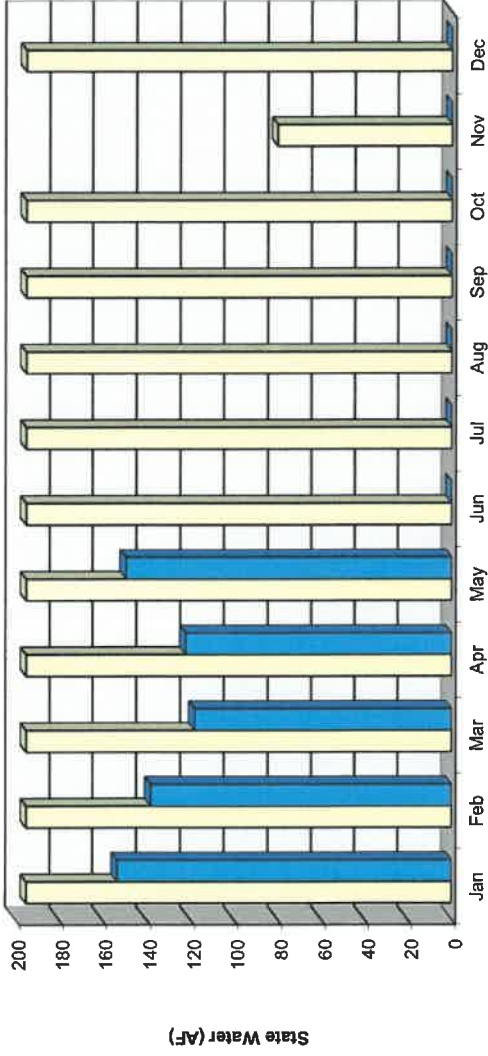
Treatment Plant Name: Polonio Pass Water Treatment Plant

May 2019

Date:	TW pH (SU)	TW Turbidity (NTU)	Filter Rate (gpm/ft ²)	CW Odor (TON)	TW Total Coliform	CW Cl- (mg/L)	CW Total Alk (mg/L)	CW Hardness (mg/L)		TW Chlorine (mg/L)		CCB3 Chlorine Free (mg/L)	TW NH3-N (mg/L)		{CCB3 Cl2 Free} / {TW NH3-N Total}	CW E.C. (uS/cm)	TW TOC (mg/L)
								Total	Ca	Total	Free		Total	Free			
1	8.35	0.05	4.67	0.0	ABSENT	82	65	100	42	3.03	0.00	2.90	0.58	0.00	5.0		2.1
2	8.40	0.05	4.73	0.0	ABSENT	82	66	103	44	3.05	0.00	2.90	0.58	0.00	5.0		
3	8.33	0.05	4.74	0.0	ABSENT	84	66	103	47	3.03	0.00	2.85	0.58	0.00	4.9		
4	8.33	0.05	4.17	0.0	ABSENT	88	68	100	42	3.12	0.00	2.96	0.60	0.00	4.9		
5	8.37	0.05	3.98	0.0	ABSENT	87	68	106	46	3.13	0.00	3.15	0.60	0.00	5.3		
6	8.40	0.05	3.88	0.0	ABSENT	87	66	106	47	3.14	0.00	3.08	0.60	0.00	5.1	523	
7	8.35	0.04	3.78	0.0	ABSENT	87	65	105	52	3.10	0.00	2.98	0.60	0.00	5.0		
8	8.33	0.04	3.67	0.0	ABSENT	84	66	100	47	3.13	0.00	2.90	0.60	0.00	4.8		
9	8.33	0.05	3.67	0.0	ABSENT	84	69	100	50	3.10	0.00	2.92	0.59	0.00	4.9		
10	8.37	0.04	3.67	0.0	ABSENT	82	67	98	44	3.04	0.00	2.82	0.60	0.00	4.7		
11	8.32	0.04	3.83	0.0	ABSENT	83	64	100	44	3.03	0.00	2.87	0.59	0.00	4.9		
12	8.39	0.04	3.84	0.0	ABSENT	87	68	101	49	3.02	0.00	2.86	0.60	0.01	4.8		
13	8.35	0.04	3.88	0.0	ABSENT	90	67	102	44	3.03	0.00	2.81	0.59	0.00	4.8	521	
14	8.23	0.05	4.06	0.0	ABSENT	87	67	103	48	2.99	0.00	2.90	0.56	0.00	5.2		
15	8.39	0.04	4.05	0.0	ABSENT	87	65	101	46	3.07	0.00	2.88	0.58	0.00	5.0		
16	8.34	0.04	3.88	0.0	ABSENT	85	68	103	46	3.06	0.00	2.99	0.57	0.00	5.2		
17	8.33	0.05	3.94	0.0	ABSENT	85	65	101	45	3.00	0.00	2.88	0.58	0.00	5.0		
18	8.37	0.04	4.39	0.0	ABSENT	80	64	99	47	3.00	0.00	2.90	0.58	0.01	5.0		
19	8.35	0.05	4.69	0.0	ABSENT	79	64	97	46	3.15	0.00	3.05	0.61	0.00	5.0		
20	8.37	0.05	4.73	0.0	ABSENT	80	66	98	44	3.03	0.00	2.97	0.58	0.00	5.1	489	
21	8.40	0.05	4.33	0.0	ABSENT	82	64	96	44	3.09	0.00	2.96	0.61	0.01	4.9		
22	8.39	0.05	4.25	0.0	ABSENT	83	66	98	46	3.05	0.00	2.94	0.59	0.00	5.0		
23	8.37	0.06	4.19	0.0	ABSENT	87	67	99	47	3.15	0.00	3.00	0.61	0.00	4.9		
24	8.38	0.05	4.37	0.0	ABSENT	87	67	101	46	3.07	0.00	2.99	0.58	0.00	5.2		
25	8.42	0.05	4.43	0.0	ABSENT	85	67	100	46	3.08	0.00	2.94	0.59	0.00	5.0		
26	8.38	0.05	4.43	0.0	ABSENT	82	65	97	43	3.08	0.00	2.93	0.60	0.00	4.9		
27	8.37	0.05	4.61	0.0	ABSENT	84	66	95	49	3.08	0.00	2.95	0.61	0.00	4.8		
28	8.37	0.04	4.61	0.0	ABSENT	74	63	88	38	3.09	0.00	2.97	0.60	0.00	5.0	476	
29	8.38	0.04	4.52	0.0	ABSENT	75	61	82	39	3.06	0.00	3.00	0.59	0.00	5.1		
30	8.33	0.04	3.98	0.0	ABSENT	74	61	81	38	3.08	0.00	3.00	0.57	0.00	5.3		
31	8.39	0.04	3.88	0.0	ABSENT	66	59	78	37	3.02	0.00	2.94	0.57	0.00	5.2		
Avg	8.36	0.05	4.19	0.00		83	65	98	45	3.07	0.00	2.94	0.59	0.00	5.0	502	2.10

Chorro Valley T.O. - SWP Deliveries in Year 2019

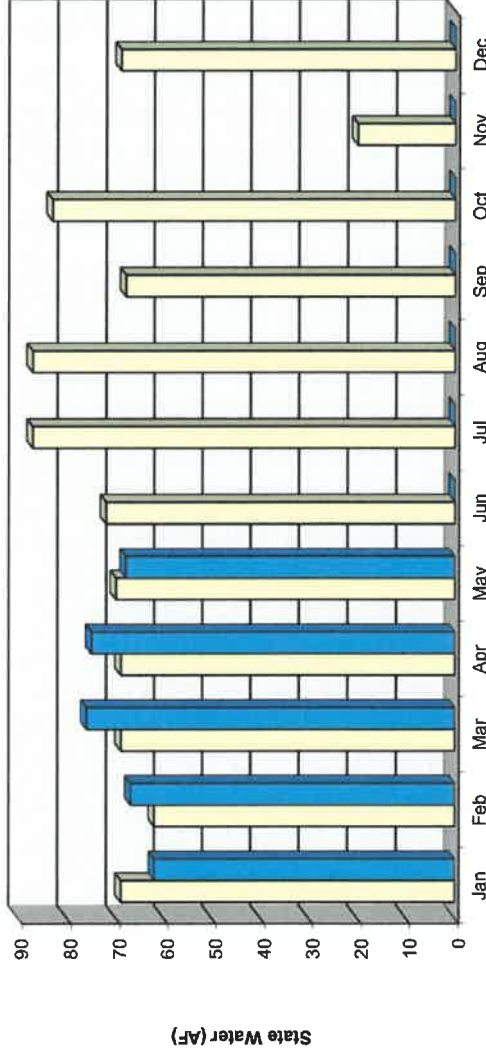
Month	Requested Delivery	Actual Delivery	Allocation Available
Jan	195	153	
Feb	195	138	
Mar	195	118	
Apr	195	122	
May	195	149	
Jun	195	0	
Jul	195	0	
Aug	195	0	
Sep	195	0	
Oct	195	0	
Nov	80	0	
Dec	195	0	
Total	2225	680	



Requested Delivery
Actual Delivery

Lopez T.O. - SWP Deliveries in Year 2019

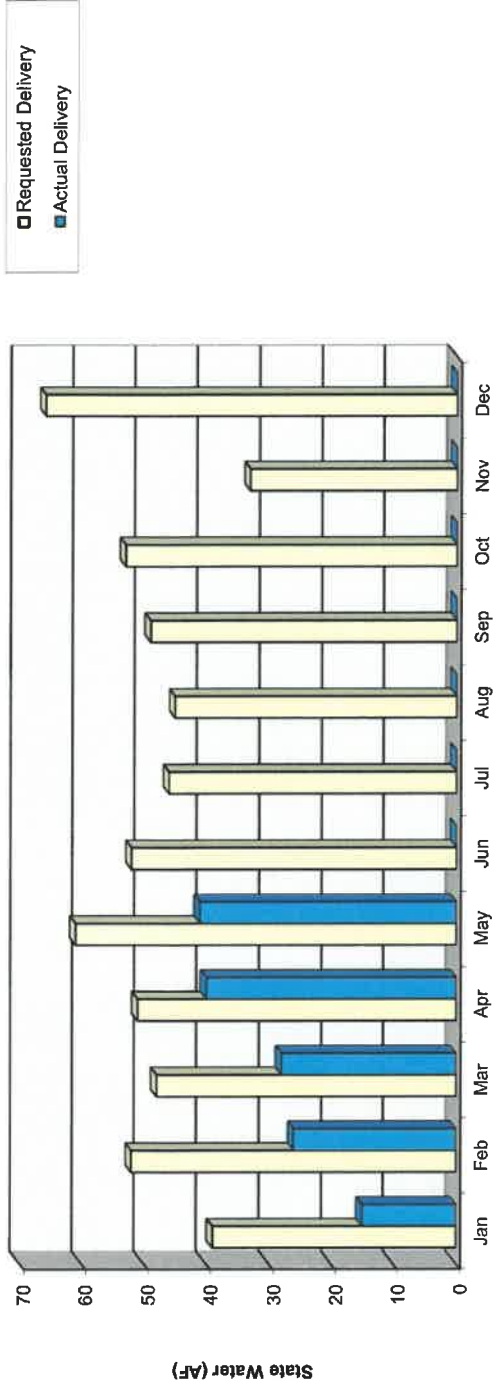
Month	Requested Delivery	Actual Delivery	Allocation Available
Jan	69	62	
Feb	62	67	
Mar	69	76	
Apr	69	75	
May	70	68	
Jun	72		
Jul	87		
Aug	87		
Sep	68		
Oct	83		
Nov	20		
Dec	69		
Total	825	348	



Requested Delivery
Actual Delivery

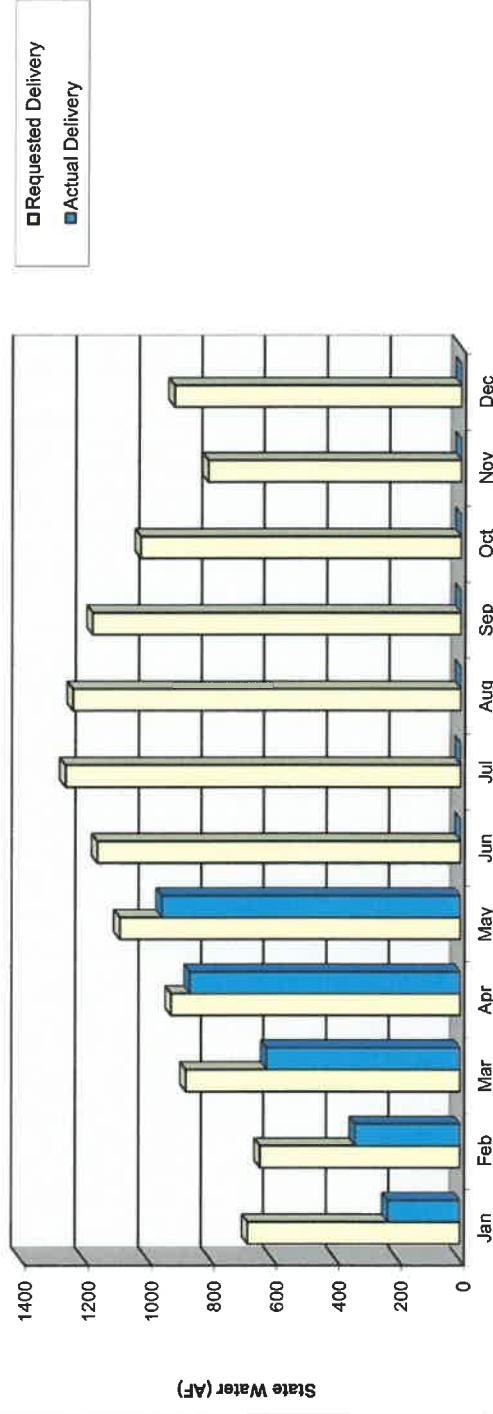
Guadalupe - SWP Deliveries in Year 2019

Month	Requested Delivery	Actual Delivery	Allocation Available
Jan	39	15	
Feb	52	26	
Mar	48	28	
Apr	51	40	
May	61	41	
Jun	52		
Jul	46		
Aug	45		
Sep	49		
Oct	53		
Nov	33		
Dec	66		
Total	595	150	



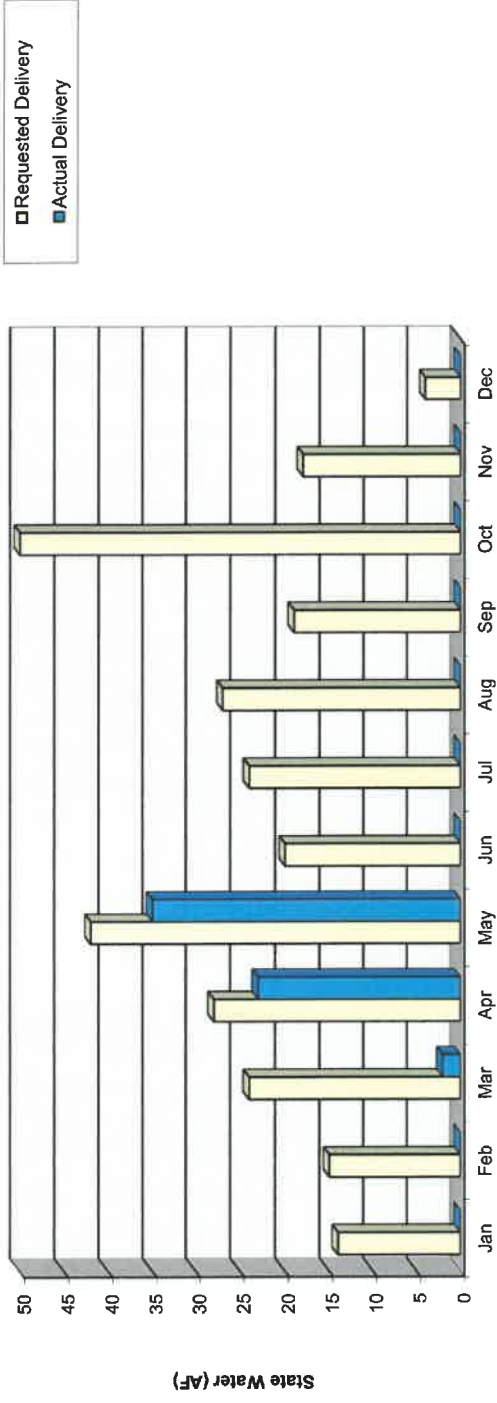
Santa Maria - SWP Deliveries in Year 2019

Month	Requested Delivery	Actual Delivery	Allocation Available
Jan	682	234	
Feb	642	339	
Mar	881	621	
Apr	928	868	
May	1091	957	
Jun	1161		
Jul	1262		
Aug	1239		
Sep	1177		
Oct	1026		
Nov	811		
Dec	920		
Total	11820	3019	



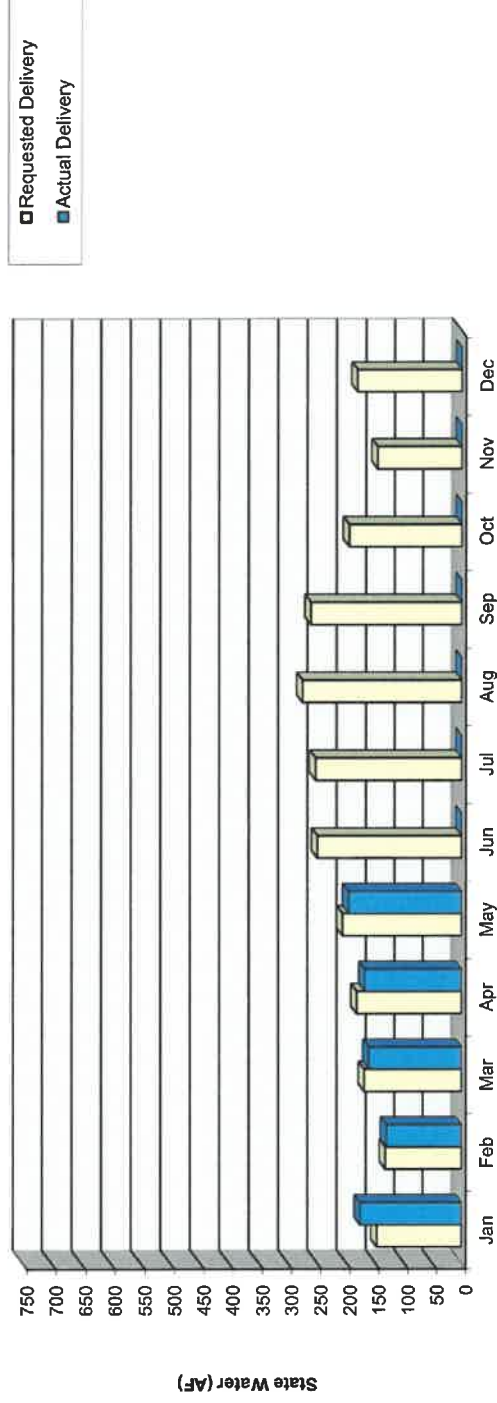
Golden State - SWP Deliveries in Year 2019

Month	Requested Delivery	Actual Delivery	Allocation Available
Jan	14	0	
Feb	15	0	
Mar	24	2	
Apr	28	23	
May	42	35	
Jun	20		
Jul	24		
Aug	27		
Sep	19		
Oct	50		
Nov	18		
Dec	4		
Total	285	60	



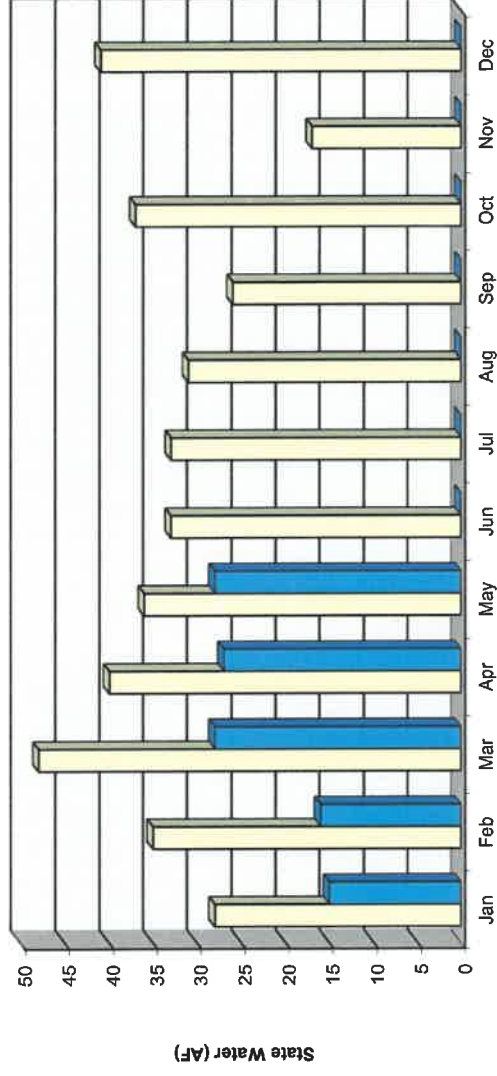
VAFB - SWP Deliveries in Year 2019

Month	Requested Delivery	Actual Delivery	Allocation Available
Jan	148	177	
Feb	133	131	
Mar	170	162	
Apr	183	169	
May	207	197	
Jun	250		
Jul	253		
Aug	275		
Sep	261		
Oct	196		
Nov	147		
Dec	182		
Total	2405	836	



Buellton - SWP Deliveries in Year 2019

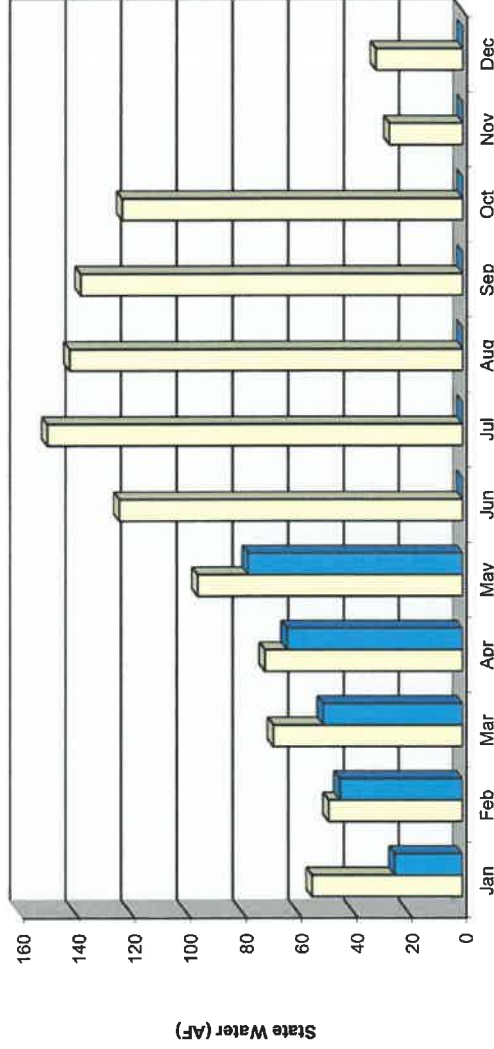
Month	Requested Delivery	Actual Delivery	Allocation Available
Jan	28	15	
Feb	35	16	
Mar	48	28	
Apr	40	27	
May	36	28	
Jun	33		
Jul	33		
Aug	31		
Sep	26		
Oct	37		
Nov	17		
Dec	41		
Total	405	114	



Requested Delivery
Actual Delivery

Santa Ynez - Solvang Only - SWP Deliveries in Year 2019

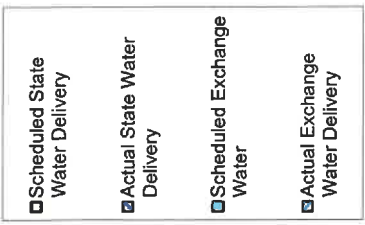
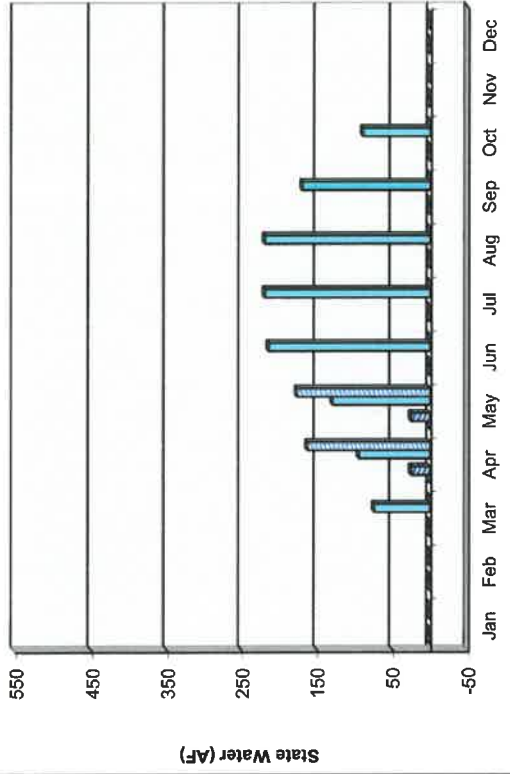
Month	Requested Delivery	Actual Delivery	Allocation Available
Jan	55	25	
Feb	49	45	
Mar	69	51	
Apr	72	64	
May	96	78	
Jun	124		
Jul	150		
Aug	142		
Sep	138		
Oct	123		
Nov	27		
Dec	32		
Total	1077	263	



Requested Delivery
Actual Delivery

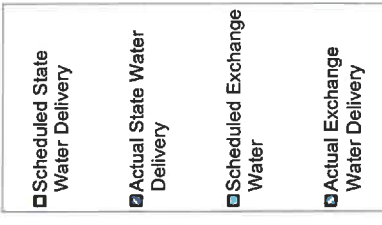
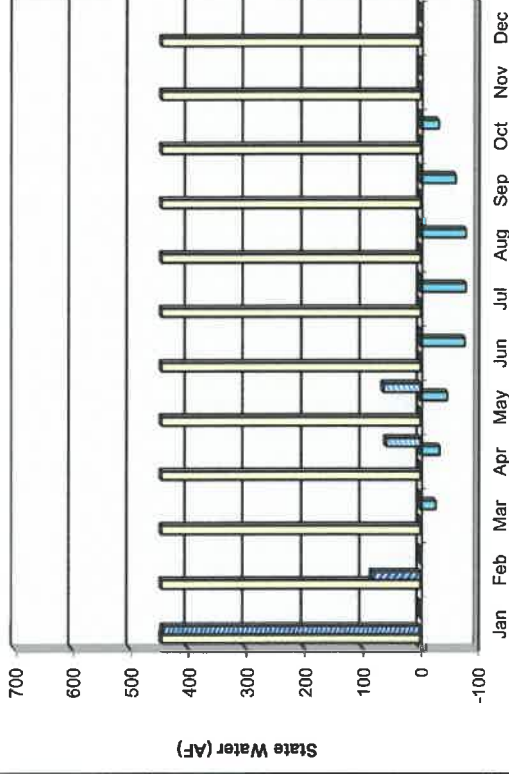
Santa Ynez (Without Solvang) - SWP Deliveries in Year 2019

Month	Scheduled State Water Delivery	Scheduled Exchange Water	Total Sched'd Water	Actual State Water Delivery	Actual Exchange Water Delivery	Total Actual Water Delivery	Available Allocation
Jan	0	0	0	0	0	0	
Feb	0	0	0	0	0	0	
Mar	0	75	75	0	0	0	
Apr	0	95	95	25	163	188	
May	0	130	130	25	177	202	
Jun	0	215	215				
Jul	0	220	220				
Aug	0	220	220				
Sep	0	170	170				
Oct	0	90	90				
Nov	0	0	0				
Dec	0	0	0				
Total	0	1215	1215	50	340	390	



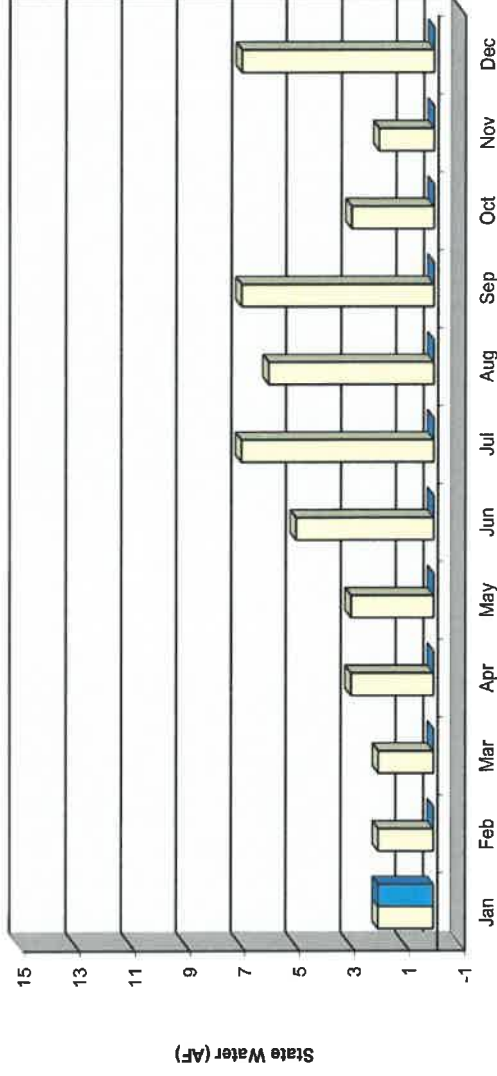
Goleta - SWP Deliveries in Year 2019

Month	Scheduled State Water Delivery	Scheduled Exchange Water	Total Sched'd Water	Actual State Water Delivery	Actual Exchange Water Delivery	Total Actual Water Delivery	Available Allocation
Jan	446	0	446	444	0	444	
Feb	446	0	446	84	0	84	
Mar	446	-27	419	0	0	0	
Apr	446	-34	412	0	59	59	
May	446	-47	399	0	64	64	
Jun	446	-77	369				
Jul	446	-79	367				
Aug	446	-79	367				
Sep	446	-61	385				
Oct	446	-32	414				
Nov	446	0	446				
Dec	446	0	446				
Total	5352	-436	4916	528	123	651	



Morehart Land - SWP Deliveries in Year 2019

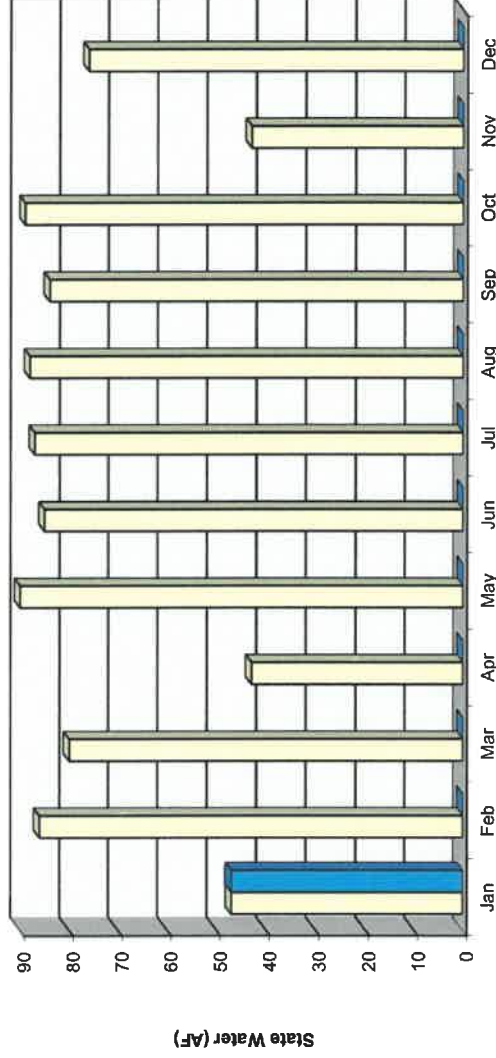
Month	Requested Delivery	Actual Delivery	Allocation Available
Jan	2	2	
Feb	2	0	
Mar	2	0	
Apr	3	0	
May	3	0	
Jun	5		
Jul	7		
Aug	6		
Sep	7		
Oct	3		
Nov	2		
Dec	7		
Total	49	2	



Requested Delivery
Actual Delivery

La Cumbre - SWP Deliveries in Year 2019

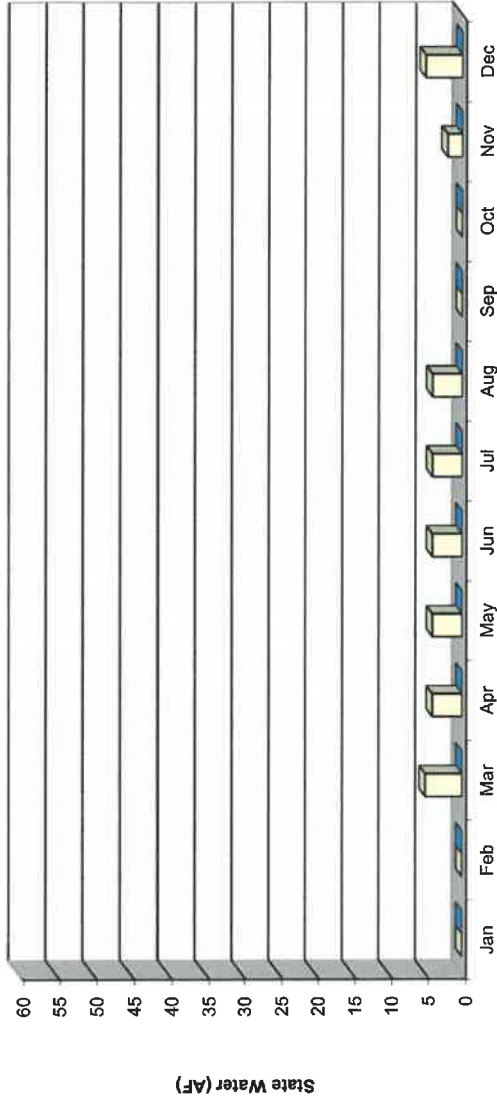
Month	Requested Delivery	Actual Delivery	Allocation Available
Jan	47	47	
Feb	86	0	
Mar	80	0	
Apr	43	0	
May	90	0	
Jun	85	0	
Jul	87	0	
Aug	88	0	
Sep	84	0	
Oct	89	0	
Nov	43	0	
Dec	76	0	
Total	898	47	



Requested Delivery
Actual Delivery

Raytheon (SBRC) - SWP Deliveries in Year 2019

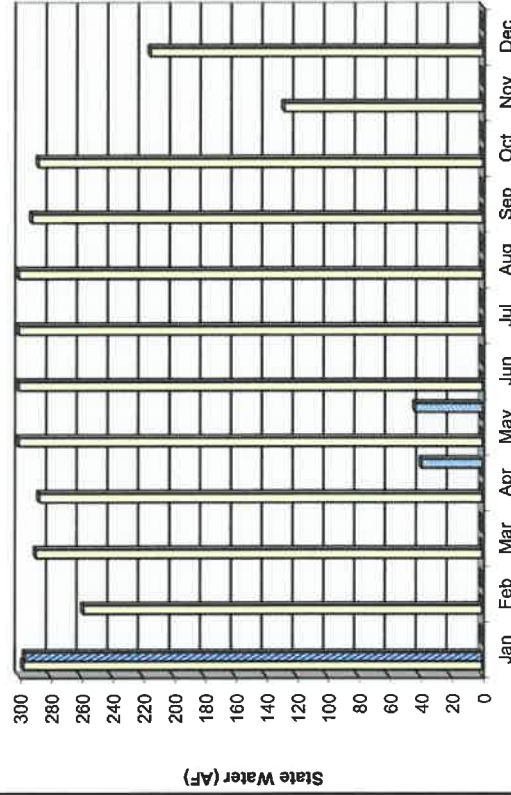
Month	Requested Delivery	Actual Delivery	Allocation Available
Jan	0	0	
Feb	0	0	
Mar	5	0	
Apr	4	0	
May	4	0	
Jun	4		
Jul	4		
Aug	4		
Sep	0		
Oct	0		
Nov	2		
Dec	5		
Total	32	0	



Requested Delivery
Actual Delivery

Santa Barbara - SWP Deliveries in Year 2019

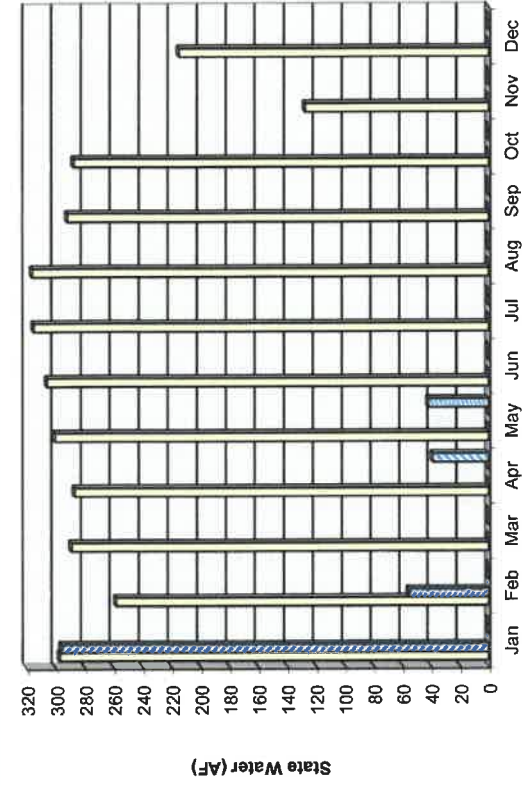
Month	Scheduled State Water Delivery	Scheduled Exchange Water	Total Sched'd State & Exch. Water Delivery	Actual State Water Delivery	Actual Exchange Water Delivery	Total Actual State & Exch. Water Delivery	Allocation Available
Jan	297	0	297	296	0	296	
Feb	258	0	258	0	0	0	
Mar	289	-18	271	0	0	0	
Apr	287	-23	264	0	39	39	
May	300	-31	269	0	43	43	
Jun	306	-52	254				
Jul	315	-53	262				
Aug	316	-53	263				
Sep	292	-41	251				
Oct	288	-22	266				
Nov	128	0	128				
Dec	215	0	215				
Total	3290	-292	2998	296	82	378	



Scheduled State Water Delivery
Actual State Water Delivery
Scheduled Exchange Water
Actual Exchange Water Delivery

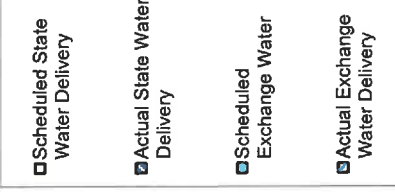
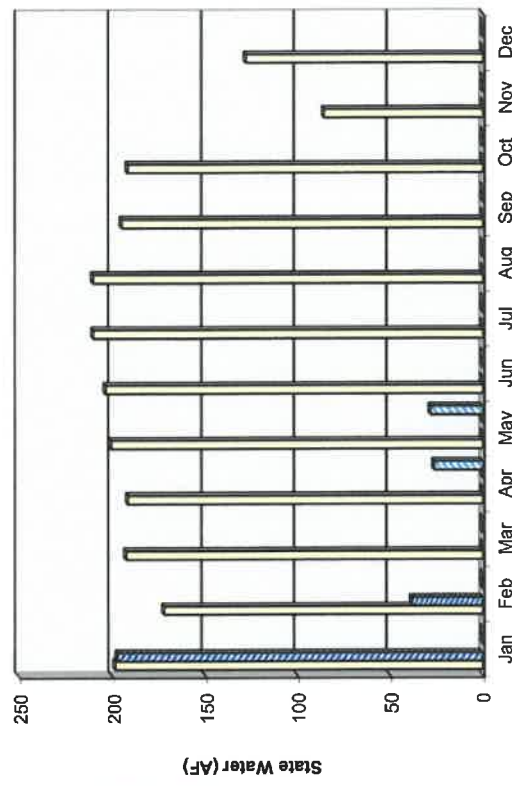
Montecito - SWP Deliveries in Year 2019

Month	Scheduled State Water Delivery	Scheduled Exchange Water	Total Sched'd State & Exch. Water Delivery	Actual State Water Delivery	Actual Exchange Water Delivery	Total Actual State & Exch. Water Delivery	Allocation Available
Jan	297	0	297	296	0	296	
Feb	258	0	258	56	0	56	
Mar	289	-18	271	0	0	0	
Apr	287	-23	264	0	39	39	
May	300	-31	269	0	42	42	
Jun	306	-52	254				
Jul	315	-53	262				
Aug	316	-53	263				
Sep	292	-41	251				
Oct	288	-22	266				
Nov	128	0	128				
Dec	215	0	215				
Total	3290	-292	2998	352	81	433	



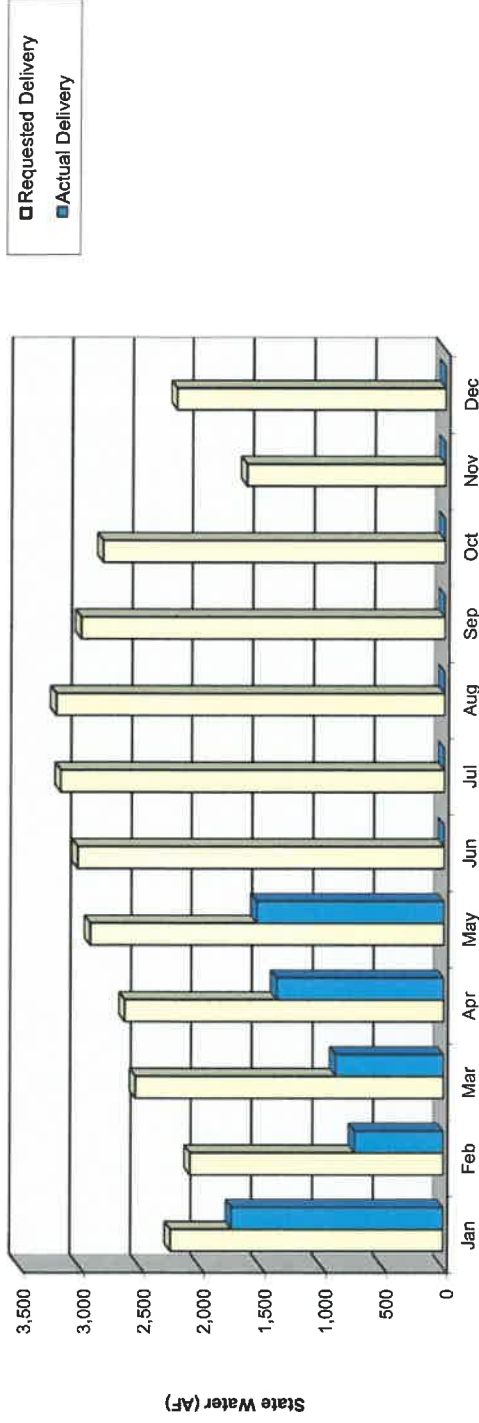
Carpinteria - SWP Deliveries in Year 2019

Month	Scheduled State Water Delivery	Scheduled Exchange Water	Total Sched'd State & Exch. Water Delivery	Actual State Water Delivery	Actual Exchange Water Delivery	Total Actual State & Exch. Water Delivery	Allocation Available
Jan	198	0	198	197	0	197	
Feb	172	0	172.14	38	0	38	
Mar	192	-12	180.41	0	0	0	
Apr	191	-15	176.2	0	26	26	
May	200	-21	179.63	0	28	28	
Jun	204	-34	169.15				
Jul	210	-35	174.96				
Aug	210	-35	175.1				
Sep	195	-27	167.4				
Oct	192	-14	177.17				
Nov	86	0	85.626				
Dec	128	0	127.82				
Total	2178	-194	1984	235	54	289	



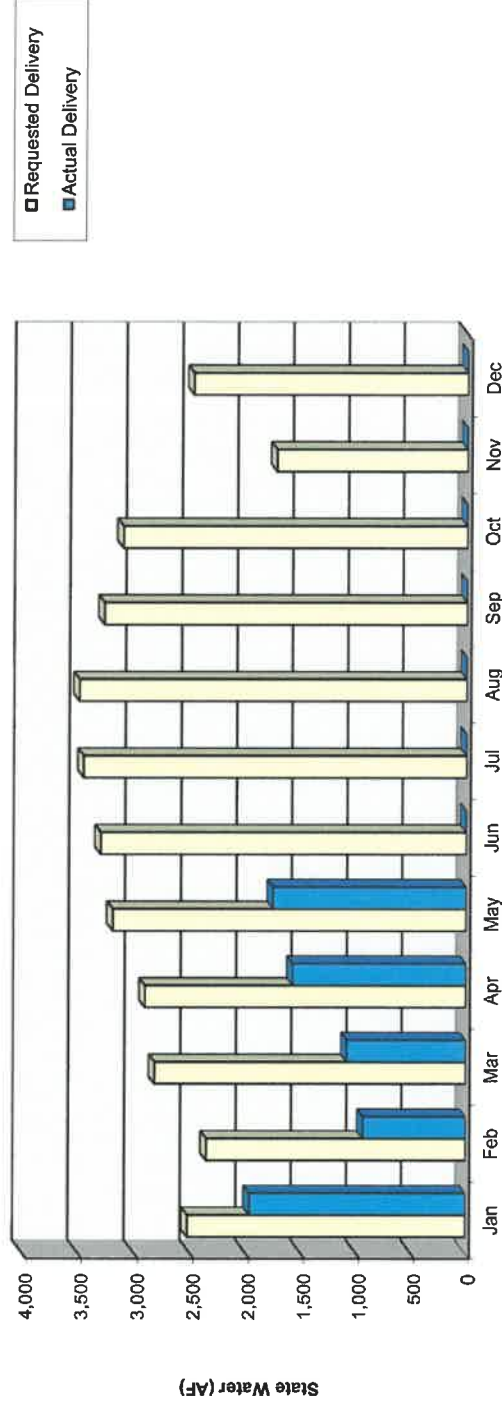
Total SB County - SWP Deliveries in Year 2019

Month	Requested Delivery	Actual Delivery
Jan	2,253	1,748
Feb	2,089	737
Mar	2,543	896
Apr	2,633	1,382
May	2,922	1,543
Jun	3,026	
Jul	3,169	
Aug	3,209	
Sep	3,004	
Oct	2,826	
Nov	1,635	
Dec	2,215	
Total	31,525	6,306



Total SB and SLO County - SWP Deliveries in Year 2019

Month	Requested Delivery	Actual Delivery
Jan	2,525	1,967
Feb	2,355	942
Mar	2,816	1,090
Apr	2,906	1,579
May	3,196	1,760
Jun	3,302	
Jul	3,460	
Aug	3,500	
Sep	3,276	
Oct	3,113	
Nov	1,738	
Dec	2,487	
Total	34,675	7,338






CENTRAL COAST WATER AUTHORITY

MEMORANDUM

June 17, 2019

TO: CCWA Board of Directors
FROM: Ray A. Stokes
Executive Director 
SUBJECT: Suspended Table A Reacquisition

SUMMARY

Last month, staff presented an overview and history of efforts to reacquire 12,214 AF of suspended Table A water. This report will further expand on that discussion and request CCWA board approval to request participation requests and formal board action to move forward with the reacquisition by the September 26, 2019 CCWA Board meeting.

DISCUSSION

CCWA has made efforts to reacquire 12,214 AF of Table A water that was suspended, or set aside by DWR on behalf of the Santa Barbara County Flood Control and Water Conservation District (the County) in the 1980's. The most recent efforts in December 2016, resulted in the County and CCWA executing a term sheet regarding the reacquisition of the suspended Table A (Attachment #1) outlining the terms to which CCWA and the County would base the reacquisition upon.

Five agencies within CCWA have executed contracts with CCWA to participate in the reacquisition of the suspended Table A and all costs to date to reacquire the water have been allocated to these five agencies.

City of Santa Maria	9,814 AF
Carpinteria Valley WD	1,000 AF
City of Guadalupe	600 AF
Santa Ynez ID#1	500 AF
City of Solvang	300 AF

After execution of the term sheet, there were some concerns that reacquiring the suspended Table A plus the additional costs that were to be placed on the State Water Project Contractors for the Cal Waterfix Project, might be too much of a financial burden. Additionally, there were some political concerns raised by some on the County Board of Supervisors regarding where the water might be used and for what purposes within the County. For these and other reasons, the reacquisition efforts were placed on hold pending resolution of some of the financial and political concerns.

Attached is a white paper (Attachment #2) that provides a timeline and history of the suspended Table A water, as well as the benefits of reacquiring the water.

Long-Term Reliability of the State Water Project

DWR has estimated that the long-term reliability of the SWP (i.e., the amount of water the SWP can expect to provide as a percentage of the contract amounts for each of the SWP Contractors) could continue to decline from the current 62% to around 48% or lower. For CCWA, that means that for our 45,486 AF contract amount, at 48%, we could expect to see around 22,000 AF per year over the long-term. This is attributed to continued environmental restrictions and limits on pumping through the delta to protect threatened and endangered fish species.

If CCWA were to reacquire the 12,214 AF of suspended Table A water, which would act as an additional drought buffer (described in Attachment #2), the long-term reliability would be approximately as follows:

	Current Table A	With Suspended Table A	Difference
CCWA Table A Contract Amount (acre-feet)	45,486	45,486	
Suspended Table A (acre-feet)	-	12,214	
New Contract Amount with DWR		57,700	
Long-Term Reliability Percentage Estimate	62%	48%	-14%
Estimated long-term acre-feet per year	28,201	27,696	(505)

The table above shows that by reacquiring the suspended Table A, CCWA could achieve almost the same 62% long-term reliability DWR currently projects, with just a little more than a 500 AF difference.

Updated Cost Estimates

The following costs are an estimate of the costs to reacquire the suspended Table A water through 2018:

DRAFT -September 2018

<i>Estimated Current Costs to Reacquire and Finance Suspended Water</i>		
Cost Component (1982 to 2018 only)	Total Costs 2018 SOC	Cost per AF (12,214 AF)
DWR Transportation Capital	\$ 7,814,582	\$ 640
DWR Transportation Minimum OMP&R	19,178,104	1,570
DWR WSRB Surcharge	4,056,683	332
Subtotal DWR Costs	31,049,369	\$ 2,542
Present Value-SB County Costs ^(1964 to 1981)	6,765,907	554
Other Bond Issue Costs, underwriter's, etc.	-	-
Total Financed Costs	\$ 37,815,276	\$ 3,096

Estimated Annual Costs for Calendar Year 2018	2018 Costs
Transportation Capital	116,121
Transportation Minimum OMP&R	509,671
WSRB Surcharge	131,396
Delta Water Charge	928,264
Current Annual Cost	\$ 1,685,452
Divided by 12,214 AF	\$ 138

Environmental Analysis

In May 2017, CCWA, DWR and Santa Barbara County, all executed the attached "Proposed Project to Amend the Water Supply Contract between DWR and SBCFCWCD (attachment #3), which among other things, establishes that CCWA shall act as the CEQA lead agency for the reacquisition project.

CCWA had previously received a proposal from Environmental Science Associates (ESA) to prepare an EIR for the reacquisition of the suspended Table A. That proposal has been updated and is attached as Attachment #4 to this report.

If approved, the estimated cost of the EIR report by ESA is \$293,962, which would be paid by those CCWA project participants who have elected to participate in the reacquisition of the suspended Table A.

Additional Participation by Other CCWA Project Participants

Recently, some other CCWA project participants other than the ones listed on page one of this report, have expressed an interest in possibly participating in the reacquisition of the suspended Table A.

CCWA prepared separate contracts between CCWA and the participating CCWA project participants regarding the reacquisition of the Table A. These contracts essentially insulate the other non-participants from any and all liability associated with the reacquisition of the

suspended Table A. Any CCWA project participant wanting to participate in the reacquisition needs to execute the attached "Suspended State Water Program Participation Agreement" (Attachment #5). All costs associated the reacquisition for the suspended Table A are allocated to those participants executing the Participation Agreement. To date, CCWA has expended approximately \$271,000 on the reacquisition efforts as follows:

Project Participant	Amount Requested (AF)	General Cost Allocation Percentage	Total Expenses through 6/19
City of Santa Maria	9,814	80.4%	\$ 217,773
Carpinteria Water District	1,000	8.2%	\$ 22,190
City of Guadalupe	600	4.9%	\$ 13,314
Santa Ynez Imp. District, ID#1	500	4.1%	\$ 11,095
Santa Ynez Imp. District, ID#1 (Solvang)	300	2.5%	\$ 6,657
Total:	12,214	100.00%	\$ 271,029

Possible Amendment Offer to Santa Barbara County

As part of the agreement with DWR when the 12,214 AF was suspended in the 1980's, Santa Barbara County requested, and DWR agreed, that if the 12,214 AF is reacquired in the future by any SWP Contractor, that the County is eligible for reimbursement of the costs it paid for the 12,214 AF from 1963 until the water was suspended in 1981, plus interest at the DWR Project Interest Rate of 4.610%. Those costs are now estimated to be around \$6.8 million.

If other CCWA project participants agree to participate in the reacquisition beyond those already in the reacquisition project, there would be a broader allocation of the water supply benefits to the County as a whole. As such, an argument could be made that since the water is benefiting most of the County, that payment of the \$6.8 million is unnecessary given the broad benefit to the County as a whole. This could be proposed to the County and provide additional incentive to other CCWA project participants by lowering the overall reacquisition costs.

RECOMMENDATION

In order to keep the reacquisition process moving forward, staff proposes the following and recommends board approval of:

1. That staff distribute this packet of information to all CCWA project participants asking if other non-participants wish to reconsider and participate in the reacquisition with a notification deadline to CCWA of no later than September 16, 2019.
2. That at the September 26, 2019 CCWA Board meeting, the CCWA Board considers moving forward with the environmental analysis to reacquire the suspended Table A amount and notifying both DWR and Santa Barbara County of such efforts.

RAS

List of Attachments

- Attachment #1: Term Sheet between CCWA and Santa Barbara County Regarding Reacquisition of the Suspended Table A
- Attachment #2: Reacquisition of 12,214 AFY State Water Project "Table A" Amount White Paper
- Attachment #3: Lead Agency Agreement by and between CCWA, DWR and Santa Barbara County
- Attachment #4: Proposal to Prepare an Environmental Impact Report for the Central Coast Water Authority's Reacquisition of State Water Project Table A Amount
- Attachment #5: CCWA Suspended State Water Program Participation Agreement

ATTACHMENT #1

Term Sheet between CCWA and
Santa Barbara County Regarding
Reacquisition of the Suspended
Table A



RECEIVED

DEC 27 2016

CCWA

Santa Barbara County Public Works Department
Flood Control & Water Agency

TRANSMITTAL

DATE: December 22, 2016

TO: Mr. Ray Stokes, Executive Director
Central Coast Water Authority
255 Industrial Way
Buellton, CA 93427

RE: **Term Sheet regarding Reacquisition of Table A**

Enclosed is an original of the Term Sheet regarding Reacquisition of Table A Water that was approved at our Board meeting of December 13, 2016. This original is for your records.

Sincerely,

A handwritten signature in blue ink that reads "Christina Lopez".

Christina Lopez
AOP

Enclosure: Term Sheet regarding Reacquisition of Table A Water (original)

**TERM SHEET
REGARDING REACQUISITION OF TABLE A WATER**

This Term Sheet is entered into by and between the Santa Barbara County Flood Control and Water Conservation District (District) and the Central Coast Water Authority (CCWA) on its behalf and on behalf of the CCWA members who will participate in the acquisition which may include, but not limited to, the City of Guadalupe, the Carpinteria Valley Water District, the Santa Ynez River Water Conservation District, ID 1, the La Cumbre Mutual Water Company, the Montecito Water District, and the City of Santa Maria (Participants).

The purpose of this Term Sheet is to memorialize (i) the preliminary terms discussed among the parties to reacquire 12,214 acre-feet of Table A water (the Project, also referred to as additional Table A water) from the State Water Project (SWP) and (ii) the present intent of the parties in the manner approved by the California Court of Appeal in *Cedar Fair v City of Santa Clara* (2011) 194 Cal.App.4th 1150. The Project shall not proceed unless and until the parties have negotiated, executed and delivered mutually acceptable contractually binding agreements based upon information produced from the California Environmental Quality Act (CEQA) review process and other public review and hearing processes, subject to any applicable governmental approvals.

This Term Sheet is a non-binding statement of intent and does not preclude the possibility that the parties may take actions contrary to the current stated intent of the parties in order to comply with CEQA, state statutes, or other provisions of law. The use of the terms “will” or “shall” or “may” or use of the passive or active voice in any description in this document is meant to be merely descriptive, pending CEQA review and final decisions and negotiations of terms and procedures mentioned herein, and shall not, in any way, change the speculative nature of the description of the Project or terms thereof in this document.

As background the following are a list of some of the previous agreements related to the State Water Project (SWP):

- | | |
|---------------------|--|
| “1963 DWR Contract” | Agreement for delivery of State Water between the California Department of Water Resources (DWR) and DISTRICT, as amended, and also referred to as the SWP Contract. |
| 1980s WSRA | Water Supply Retention Agreements between DISTRICT and various water purveyors who ultimately formed CCWA |

1991 WSA	Water Supply Agreement between CCWA and Project Participants
1991 TFRA	Transfer of Financial Responsibility Agreement between DISTRICT and CCWA

1. Parties

The Santa Barbara County Flood Control and Water Conservation District (District), the Central Coast Water Authority (CCWA), and each CCWA member acquiring the additional Table A water (hereinafter referred to as "Participants") which may include, but are not limited to, the City of Guadalupe, the Carpinteria Valley Water District, the Santa Ynez River Water Conservation District, ID 1, the La Cumbre Mutual Water Company, the Montecito Water District, and the City of Santa Maria, intend to execute an agreement in accordance with this Term Sheet through approval of each party's governing board, as evidenced by a resolution.

2. Term

Begins on execution of the agreement and ends on termination or expiration of the 1963 DWR Contract.

3. Amendment to 1963 DWR Contract

The District will execute an amendment to the 1963 DWR Contract revising the Table A amount from 45,486 acre-feet per year (AFY) to 57,700 AFY. Form of amendment subject to reasonable approval by the District and CCWA.

4. Level or Participation for Additional Table A Water

Level of participation in the acquisition and use of the additional Table A water by CCWA Members is anticipated to be as follows, but may be amended if additional CCWA members join this effort or if listed agencies withdraw:

- City of Santa Maria- __ AFY
- City of Guadalupe- __ AFY
- Carpinteria Valley Water District- __ AFY
- Santa Ynez River Water Conservation District, ID 1- __ AFY
- La Cumbre Mutual Water Company - __ AFY
- Montecito Water District- __ AFY

CCWA and each participating CCWA member agrees to be bound by all the terms and conditions contained in the SWP Contract and SWP Contract amendment with

respect to the rights held by CCWA or the participating CCWA members under or in connection with the SWP Contract and SWP Contract amendment.

5. One Time Payment of Back Costs by CCWA

CCWA will pay, from amounts collected by CCWA from participants,:

- A. To DWR: full amount required by DWR to reimburse it for costs incurred by DWR with respect to the additional Table A water.
- B. To District: full amount required by the District to reimburse it for costs incurred by the District with respect to the additional Table A water in the amount of \$_____. In lieu of Amendment 9 to the SWP Contract, CCWA may pay this amount in a lump sum to the District.

Timing: After the Amendment to 1963 DWR Contract and the agreement to which this Term Sheet pertains have been adjudged to be valid by a final judgment issued by a court of competent jurisdiction, and the Amendment to the 1963 DWR Contract has been signed.

6. Payment of Annual Costs by CCWA

CCWA will pay, when due and from amounts collected by CCWA from the participants, all costs arising from the additional Table A as stated in the annual Statement of Charges from DWR in accordance with Section 2 of the 1991 Transfer of Financial Responsibility Agreement between the District and CCWA.

7. Costs

CCWA will pay for any and all costs for the process to acquire this additional water and the acquisition of the additional Table A water.

8. Indemnification of District by CCWA

CCWA will indemnify, defend, and hold harmless the District against any liability arising from the additional 12,214 AFY of Table A water acquired pursuant to the amendment to the 1963 DWR Contract on behalf of the Participants.

9. Participating Purveyor Covenants

A. Indemnification.

- (i) Each Participant will, pro rata, indemnify, defend and hold harmless

the District from and against any liability arising from the amount of additional Table A water acquired by each Participant.

- (ii) In addition to any other indemnification provided under any of the other prior agreements related to the SWP, each Participant confirms that they indemnify the District for their total SWP allocation including current and additional Table A water.

- B. No Effect on Voting Rights. The agreement shall not have any effect on the voting rights of the CCWA Board of Directors and Operating Committee.
- C. Use of Water. Any water received as a result of this additional Table A water is for use within Santa Barbara County by the participants or as exchanged with other CCWA members within Santa Barbara County. In addition, this water may be used as payment for prior water exchanges or for use by any other CCWA Member within the District.
- D. CCWA will enter into separate agreements with each of the Participants who will be part of this program.

10. Special Provisions Applicable to City of Santa Maria.

- A. Deposit. City of Santa Maria will maintain on deposit with CCWA a fund in the amount of 2 years of payments (or an amount no less than \$___ [note- to be determined in the final agreement based on the City's level of participation in Section 4]) to be used in the event of a payment default by the City of Santa Maria with respect to the additional Table A water.
- B. Excess Water. City of Santa Maria agrees to make any excess water available to other CCWA members, at no profit, prior to its transfer to any other person or entity. "Excess water" shall be defined as water that exceeds the needs of the City's customers and the City's need to place adequate State Water in storage outside of the County to meet projected water needs of the City's customers for a period of eighteen (18) months beyond October 1st.

11. Reserve Fund

CCWA will establish and maintain a fund in the amount of 2 years of payments to be made by the City Santa Maria to CCWA to be used in the event of a payment default by the City of Santa Maria with respect to the additional Table A water.

If the District determines that DWR did not receive from CCWA, or its Participant(s), sufficient funds to pay the costs of the reacquired Table A water in any year, after the exhaustion of the reserve fund and all other remedies to the extent that District is not financially exposed during CCWA's exhausting of remedies, in the District's sole discretion, the additional Table A water may revert permanently to the District who may relinquish the water to DWR.

12. Effective Date

The agreement will become effective after validation by the Court.

13. CEQA Compliance

CCWA will complete compliance with CEQA, including defending any litigation resulting therefrom, and will indemnify District against all costs thereof.


In order to comply with CEQA and give the public opportunity to participate in the CEQA process, the District and CCWA, on its behalf and on behalf of the Participants, retains the discretion to (i) modify the transaction, create and enter into documents and modify the Project as necessary to comply with CEQA, (ii) identify and select other feasible alternatives to avoid significant environmental impacts, if any, (iii) balance the benefit of the Project against any significant environmental impacts prior to taking final action if such significant impacts cannot otherwise be avoided, and/or (iv) determine not to proceed with the Project. No legal obligations will exist until the parties have negotiated, executed and delivered mutually acceptable agreements based upon information produced from the CEQA environmental review process and on other public review and hearing processes.

14. Effect of Signatures.

By signing below, the parties evidence their general agreement with the provisions of this Term Sheet and agree to use this Term Sheet as the framework for the negotiations of the definitive agreement. Any agreements resulting from negotiations will become effective only if considered and approved by the necessary parties following conduct of all legally required review procedures, including any necessary CEQA process. This paragraph remains a statement of general intent and does not create a legal or contractual obligation for any party to enter into any agreement described or contemplated in this Term Sheet.

In Witness Whereof, the parties executed this Term Sheet, as of _____, 2016:

CENTRAL COAST WATER AUTHORITY

By 
Ray Stokes, Executive Director

SANTA BARBARA COUNTY FLOOD
CONTROL AND WATER CONSERVATION
DISTRICT

By 
Chair, Board of Directors

ATTEST:
MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD and ex officio
Clerk of the Santa Barbara County Flood
Control and Water Conservation District

By 
Deputy

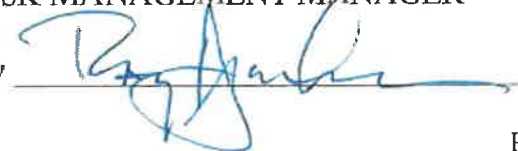
APPROVED AS TO FORM:
MICHAEL C. GHIZZONI,
COUNTY COUNSEL

By 
Deputy County Counsel

APPROVED AS TO FORM:
THEODORE FALLATI,
AUDITOR CONTROLLER

By 
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGEMENT MANAGER

By 

RECOMMENDED:
SCOTT D. MCGOLPIN
PUBLIC WORKS DIRECTOR

By 

ATTACHMENT #2

Reacquisition of 12,214 AFY
State Water Project "Table A"
Amount White Paper



Reacquisition of 12, 214 AFY State Water Project "Table A" Amount

Contact: Ray Stokes
CCWA Executive Director
ras@ccwa.com
805.688.2292 x214

This report provides information relating to potential reacquisition by Santa Barbara County area interests of 12,214 AFY¹ of Table A² amount of (potential water deliveries from) the California State Water Project. The report includes an initial summary of the history and issues relating to the reacquisition decision.

The report follows the following outline:

- Timeline/History
- Background on Current Table A Amounts
- Ability to Reacquire
- SWP Transportation System Capacity and Ownership
- Potential Benefits of Reacquisition
- Estimated Costs of Suspended Table A Water
- Proposed Steps of Reacquisition

Timeline/History

February 1963	The Santa Barbara Flood Control and Water Conservation District (FCD) executed a water supply contract with the State Department of Water Resources (DWR) for the delivery of up to 57,700 acre feet of water per year from the State Water Project (SWP).
1979	Bond election for construction of in-County SWP distribution facilities fails.
1979	FCD began to reconsider ongoing financial responsibility for SWP Contract. Distributes questionnaire to all local water agencies and cities to determine quantity of Table A that the County should retain.
1981	FCD and DWR execute Amendment No. 9 reducing the Table A amount from 57,700 AFY to 45,486 AFY.
1982-86	The FCD executes Water Supply Retention Agreements with local water purveyors for a total 45,486 AFY. These agreements obligated the subscribing water agencies to pay the County's costs for maintaining the future water supply.

¹ AFY – Acre Foot per Year. The volume of one acre of surface area to a depth of one foot. A typical family in Goleta uses about 0.25 acre-feet of water per year.

² A water contracting agency's maximum entitlement.

	Payments for Table A amount of 12,214 AFY were suspended by DWR under Amendment 9. Repayment to FCD of past charges was provided if the Table A amount was sold or allocated for some other project purpose.
1982	The FCD filed a lawsuit against DWR regarding proportionate use factors for Reach 31A. The suit was settled in 1987. Part of the negotiated settlement included DWR granting a one-year option for the FCD to reacquire all or part of the 12,214 AFY relinquished in Amendment 9. The option period was extended by DWR several times between 1988 and 2001 at the request of the FCD and, later, the County Water Agency. In 2001, DWR stopped responding to the County's requests for extensions to the option, stating that the annual request was unnecessary.
May 1991	EIR for Coastal Branch and in-County facilities certified. It discussed a 57,700 AFY alternative for in-County facilities.
June 1991	Voters in 11 out of 14 Water Supply Retention Agreement purveyor service areas approved funding and constructing local facilities to distribute SWP deliveries.
August 1991	Central Coast Water Authority (CCWA) formed to manage SWP operations on behalf of coastal branch participants.
November 1991	County and CCWA execute an agreement transferring certain rights and authorities to CCWA in return for CCWA (and its members) accepting responsibility for all SWP related costs. However state declines to allow a full assignment of the contract to CCWA. As a result, FCD must act on behalf of CCWA in certain SWP contract related actions.
2007-09	CCWA acquires concurrence from SWP contractors and DWR that reacquisition of 12,214 AFY of Table A amount may occur. CCWA approaches County to discuss reacquisition process.
2009	Due to the extreme downturn in the economy, CCWA postpones reacquisition of the suspended water until a later time when the local economy recovers.
2014-2015	CCWA once again requests the ability to reacquire the 12,214 AFY of suspended Table A water for a small sub-set of CCWA project participants including, the City of Santa Maria, City of Guadalupe and the Santa Ynez River Water Conservation District, ID#1 (including the City of Solvang).

Background on Current Table A Amounts

The 1963 State Water Contract, in its current form, includes a "Table A" that provides for 45,486 AFY for Santa Barbara County. The various Water Supply Agreements between CCWA and its Project Participants divides this Table A Amount into the following three parts:

- A. Project Allotments (total: 39,078 AFY). Each Project Participant has a "Project Allotment" in a specified amount. For example, Santa Maria has a Project Allotment of 16,200 AFY. This amount is explicitly stated in Santa Maria's Water Supply Agreement with CCWA. The Project

Participant has certain contractual rights as to its Project Allotment, including (i) the right to transfer it to another Project Participant without CCWA approval, (ii) the right to transfer it to a non-Participant in the county with CCWA approval (which may not be unreasonably withheld), and (iii) the right to transfer it outside the County with CCWA approval and subject to a right of first refusal by existing Project Participants.

- B. Additional Allotment (total: 2,500 AFY). Goleta Water District holds Additional Allotment of 2,500 AFY which it acquired by contract from Golden State Water Company in the early 1990's. This is in addition to its Project Allotment of 4,500 AFY. In essence, this Additional Allotment is a "drought buffer" for Goleta's exclusive use. The term drought buffer is used to describe an allotment that is held in excess of the Project Allotments and serves the purpose of enhancing the year to year reliability of the Project Allotment.
- C. Drought Buffer (total: 3,908 AFY). CCWA holds 3908 AFY of Table A water as a drought buffer for the benefit of all Project Participants. By Board policy, this drought buffer has been made available to all Project Participants on a pro-rata basis. This amount is not subject to any contract with the Project Participants, and therefore no Project Participant has the contractual right to transfer its share of the "drought buffer" to anyone else.

The state water distribution and treatment system constructed by CCWA in the 1990's was sized to deliver the total of the Project Allotments (39,078 AFY), with allowance for delivery interruptions due to annual maintenance. For this reason, the Project Participants understand that they will not receive in any year an amount of water greater than their Project Allotment, unless another Project Participant voluntarily accepts a shortfall.

The "drought buffer" concept is intended to increase the amount of water delivered in any year in which the State Water Project is unable to deliver 100% of Project Allotments. This is why the drought buffer water is considered to be a reliability-enhancement strategy.

Ability to Reacquire

In 2007 and 2008, CCWA discussed reacquisition of 12,214 AFY "Table A" amount (right to request delivery from the SWP) with the other State Water Contractors and DWR. Both the Contractors and DWR approved moving forward with this reacquisition. Since both the original Water Supply Contract and Amendment 9 were signed by the FCD, however, the request for reacquisition must come from the FCD. In addition, formal amendment of the SWP contract to modify Table A (adding the 12,214 AFY) would require FCD action. Since this would be a discretionary action (by DWR, CCWA and the FCD), compliance with the California Environmental Quality Act (CEQA) is required.

The reacquisition of 12,214 AFY would be accomplished by a very simple revision to Table A: "45,486 AFY" would be replaced with "57,700 AFY." At the same time, there would be **no change** to the agreements between CCWA and the Project Participants. There would be **no change** in the total Project Allotment of 39,078. There would be **no change** in the size of the delivery and treatment facilities. There would be **no change** in the "Additional Allotment" of 2,500 AFY held by Goleta.

The only change would be an increase in the "drought buffer" amount by 12,214 AFY, from 3908 AFY to 16,122 AFY. The net result is an increase in project reliability.

Currently, three CCWA project participants have requested some or all of the 12,214 AF of suspended water: The City of Santa Maria, City of Guadalupe and the Santa Ynez River Water Conservation District, Improvement District #1, which also includes a portion to be allocated to the City of Solvang.

SWP Transportation System Capacity and Ownership

Design of Coastal Branch: The Coastal Branch was constructed in two phases. The first, phase, through Reach 31A, included capacity for 57,700 AFY of FCD annual deliveries. These original “Coastal Branch Phase I” facilities are located directly off the main stem of the California Aqueduct near Kettleman City in Kings County, referred to as Reach 31A and were constructed in the early years of the State Water Project to serve Berrenda Mesa Water District, and ultimately San Luis Obispo and Santa Barbara Counties when the additional facilities were built to bring State Water into each County. Below Reach 31A, including the Polonio Pass water treatment plant, the design capacity was 45,486, the amount of Table A entitlement originally held by CCWA and its members. Due to its conservative design, the Coastal Branch below Reach 31A appears to have roughly 10% operational capacity above its nominal design. This may provide operational flexibility to transport some of the additional 12,214 AFY during years of full deliveries.

Ownership of Coastal Branch: The Coastal Branch is financed (and owned by) DWR through the tank farm in the Casmalia hills. The rest of the delivery system, including the Polonio Pass Treatment Plant and the system from Casmalia to Lake Cachuma, was financed and is owned by CCWA and its members. The capital costs of the various elements of the system were financed by bonds issued by either CCWA or DWR. Interest payments on those bonds is a significant element of the systems annual cost.

Operation of SWP system: CCWA operates the entire Coastal Branch, Phase II, including the Polonio Pass Treatment Plant. Several times each year leading up to each water year the state announces projected system-wide deliveries and each contractor provides a requested delivery schedule. Actual deliveries are made based on actual system capabilities and water availability. Storage facilities located south of the Delta are used to regulate the system, improve reliability and manage the cost of pumping.

Delivery Constraints: SWP operations are constrained by three basic factors: system design, availability of water in project source areas, and environmental protection constraints. The SWP system design is generally **limited to deliver the annual Table A** amount to each contractor at their designated turnout with factors such as downtime for Operations and Maintenance (O&M) and operational constraints known at the time of design factored in. Deliveries are also limited by **availability of water** in the project source areas, particularly the nature and timing of runoff in the Feather River watershed. In particular the timing and amount of snowmelt affects the total supply available to the project in any given year due in part to storage limitations and **pumping constraints to protect environmental resources**. Because the volume, timing and nature of pumping water from the Sacramento River on the north side of the delta to the pumping plant on the south affects hydrology and habitat of endangered species, operations of the SWP are constrained at certain times of the year.

These constraints in effect set operational "windows" during which the SWP can move water, but also times when no or greatly curtailed operations occur. These constraints affect both water available in any given year, and limit SWP ability to deliver peak daily and total annual volumes. Numerical simulation (models) of the SWP and related water supply systems have been developed to evaluate the effects of existing (and potential future) constraints on SWP deliveries. DWR regularly updates their models and provides that information to the public. The latest reliability estimate is available at: <http://baydeltaoffice.water.ca.gov/swpreliability/>. The available information indicates that the SWP can supply between 6 and 90% of existing Table A amount to its contractors under the range of conditions assumed for the analysis. The long term average SWP annual delivery capability is considered to be 58% (DWR 2015 Delivery Capability Report). Since CCWA and Goleta Water District have acquired Table A

amount in excess of their direct needs, (a so called drought buffer), the average annual delivery capability to CCWA members is estimated to be approximately 75% or greater.

Potential Benefits of Reacquisition

A number of potential benefits may be realized by reacquisition of SWP Table A amount. Existing SWP supplies were developed in the early 1990s to address water supply and water quality improvement needs identified in the 1970s and 1980s. SWP supplies are available to most urban and suburban areas in the County.

The actual benefits of any additional supplies would depend on specific management decisions in relationship to other supplies. The potential benefits are listed below.

- Supplemental supply: The region has fully developed most local water supplies, Additional SWP supplies, depending on their management, may address potential supply shortages in certain local areas.
- Dependability: SWP deliveries are subject to reduction due to shortages of supply in the watersheds of origin and constraints in operation of transportation facilities, (i.e. the Sacramento-San Joaquin Delta.). In addition, deliveries may be suspended due to required maintenance or natural disaster. Thus SWP supplies are not generally relied upon as a sole source of supply. Additional Table A amount may be used to augment requests in periods when full deliveries will not occur.
- Water quality: SWP deliveries replace high TDS groundwater for some purveyors, reducing treatment costs and improving the quality of return flows.
- Drought protection: Additional SWP allocation during dry periods may "firm up" actual deliveries and thus lessen drought related measures imposed on retail water customers. This firming up, or drought buffer, allows additional deliveries (based on unallocated Table A amounts) to be requested of DWR to make up for projected shortages in any given year.
- Value: Estimated value of reacquired water under various use scenarios can be developed using one or more methodologies. The "value" of supplemental water may be estimated several ways including:
 - comparison to other supplemental supply alternatives such as desalination,
 - comparison to water acquired by substituting for an existing use (such as agriculture), and
 - comparison to greater water efficiency.

Each of these methods of evaluation may have its shortcomings, but if taken together, they allow the "value" of the reacquisition to be placed in a reasonable context.

Estimated Costs of Suspended Table A Water

As was discussed earlier in this report, the SWP facilities that existed prior to the successful vote to bring State Water into Santa Barbara County in 1991, included capacity for the full 57,700 AFY of Santa Barbara County Table A. These original “Coastal Branch Phase I” facilities are located directly off the main stem of the California Aqueduct near Kettleman City in Kings County, referred to as Reach 31A and were constructed in the early years of the State Water Project to serve Berrenda Mesa Water District, and ultimately San Luis Obispo and Santa Barbara Counties when the additional facilities were built to bring State Water into each County.

DWR allocates capital and operations and maintenance costs proportionally based on where each State Water Project Contractor takes water from the State Water Project facilities.

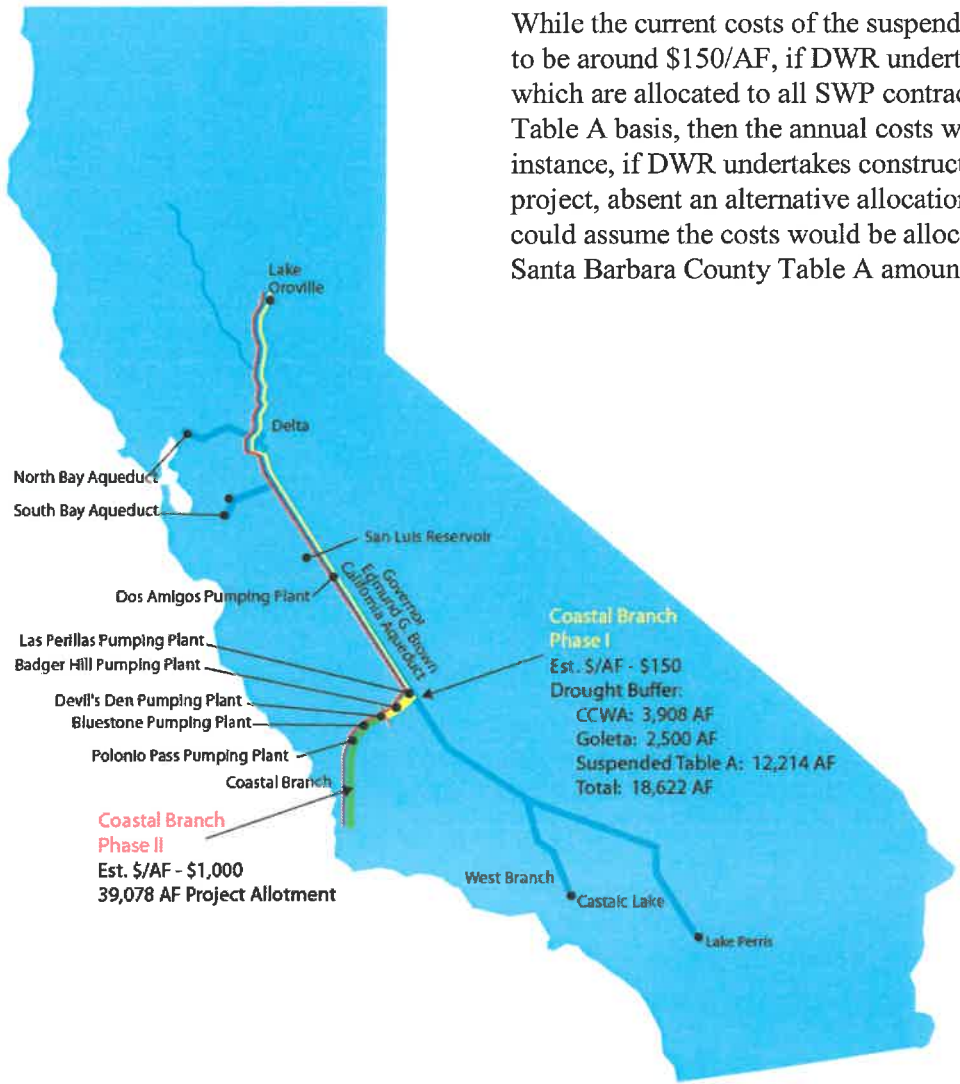
After the 1991 vote to authorize bonds to construct facilities to deliver State Water through Santa Barbara County, DWR and CCWA began the process to construct the facilities to extend the then-existing Coastal Branch Phase I facilities. The Phase II facilities were NOT designed to include the additional 12,214 AF of suspended Table A water, or the currently existing Goleta Water District drought buffer of 2,500 AF or the CCWA 3,908 AF of drought buffer. Therefore, DWR only allocates costs for three different drought buffers totaling 18,622 AF from Lake Oroville (Reach 1) through Reach 31A, (the Coastal Branch Phase I). These costs are estimated to be around \$150 per acre-foot (fixed costs only).

The costs allocated by DWR to the facilities that include the Coastal Branch Phase II include costs from Lake Oroville (Reach 1) through Reach 38 at Vandenberg Air Force Base, which includes all the newly constructed facilities to bring State Water into Santa Barbara County. These DWR costs are currently around \$1,000 per acre-foot.

The following table shows the current estimate of costs for each type of water discussed above:

	<i>Dollars per acre-foot</i>				Estimated Total Annual Costs (2015 Charges)
	Estimated DWR Costs Lake Oroville to Coastal Branch Phase I (Rch 31a)	Estimated DWR Costs CB Phase I through CB Phase II (Rch 38)	Estimated Total DWR Costs Through CB Phase II	Estimated Total Annual Costs (2015 Charges)	
Project Allotment	39,078	\$ 150	\$ 850	\$ 1,000	\$ 39,078,000
CCWA Drought Buffer	3,908	\$ 150	-	\$ 150	586,200
Goleta WD Drought Buffer	2,500	\$ 150	-	\$ 150	375,000
Suspended Table A Drought Buffer	12,214	\$ 150	-	\$ 150	1,832,100
TOTAL:	57,700				\$ 41,871,300

The following graphic shows the same information in relation to the entire State Water Project:



While the current costs of the suspended Table A are estimated to be around \$150/AF, if DWR undertakes future projects which are allocated to all SWP contractors allocated on a Table A basis, then the annual costs will increase. For instance, if DWR undertakes construction of the Twin Tunnels project, absent an alternative allocation methodology, one could assume the costs would be allocated to all 57,700 AF of Santa Barbara County Table A amount.

Proposed Steps of Reacquisition

- The FCD and CCWA create and sign an agreement to go through a process relating to reacquisition of the 12,214 AFY of Table A amount from DWR.
- CCWA and its members create the mechanism to fund the reacquisition process.
- The FCD and CCWA consult with DWR to initiate the process and prepare a project description and initiate the CEQA process to evaluate potential impacts to the human and natural environment.
- County certifies CEQA document after appropriate public process.
- County and DWR execute amendment.
- County and CCWA execute agreement regarding reacquisition.

ATTACHMENT #3

Lead Agency Agreement by and
between CCWA, DWR and Santa
Barbara County



County of Santa Barbara
BOARD OF SUPERVISORS

Minute Order

May 2, 2017

Present: 5 - Supervisor Williams, Supervisor Wolf, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino

PUBLIC WORKS, BOARD OF DIRECTORS, FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

File Reference No. 17-00302

RE: Consider recommendations regarding reacquisition of Santa Barbara County Flood Control and Water Conservation District's suspended state water, as follows:

Acting as the Board of Directors, Flood Control and Water Conservation District:

- a) Approve and authorize the Chair to execute the Lead Agency Agreement with the California Department of Water Resources and the Central Coast Water Authority regarding the Proposed Project to Amend the Water Supply Contract to Reacquire Suspended State Water Project Allocation; and
- b) Determine that the proposed action is not a project under the California Environmental Quality Act, pursuant to Guidelines Section 15378(b)(5), organization or administrative activities that will not result in a direct or indirect physical change in the environment.

A motion was made by Supervisor Williams, seconded by Supervisor Hartmann, that this matter be Acted on as follows:

Acting as the Board of Directors, Flood Control and Water Conservation District:

- a) Approved and authorized; Chair to execute; and
- b) Approved.

The motion carried by the following vote:

Ayes: 3 - Supervisor Williams, Supervisor Wolf, and Supervisor Hartmann

Noes: 2 - Supervisor Adam, and Supervisor Lavagnino

This is a true certified copy of the original document on file or of record in my office. It bears the seal and signature, imprinted in purple ink, of the Clerk of the Board of Supervisors.

Clerk of the Board, Santa Barbara County, California

Date 5/4/2017 by Deputy



Monique...
Julia Rutherford Daly

CCWA-Santa Barbara-DWR

Lead Agency Agreement

**AGREEMENT AMONG THE CALIFORNIA DEPARTMENT OF WATER RESOURCES (DWR),
SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (SBCFCWCD),
AND CENTRAL COAST WATER AUTHORITY (CCWA), COLLECTIVELY THE "PARTIES,"
REGARDING THE PROPOSED PROJECT TO AMEND THE WATER SUPPLY CONTRACT
BETWEEN DWR AND SBCFCWCD**

This Agreement is made on 4/26/17 among DWR, SBCFCWCD, and CCWA under California Code of Regulations, Title 14, section 15051, subdivision (d) to designate CCWA as the lead agency under the California Environmental Quality Act (CEQA) for the proposed Project to amend the long-term water supply contract between DWR and SBCFCWCD.

- A. Whereas, DWR owns, operates, and maintains the California State Water Project (SWP), which delivers water throughout California, including to Santa Barbara County.
- B. Whereas, DWR has entered into the water supply contract with SBCFCWCD on February 26, 1963, to provide water supply from the SWP to Santa Barbara County from the SWP (Water Supply Contract).
- C. Whereas, CCWA is a joint powers authority comprised of eight member agencies, and is a wholesale water provider to 13 water districts and private companies in Santa Barbara County, and another 11 water purchasers in San Luis Obispo County.
- D. Whereas, CCWA was formed in 1991 to construct, manage, and operate Santa Barbara County's local facilities for distribution and treatment of the SWP water supply for SBCFCWCD.
- E. Whereas, SBCFCWCD has transferred certain rights and responsibilities under the Water Supply Contract with DWR to CCWA.
- F. Whereas, CCWA is obligated to reimburse SBCFCWCD all costs charged to SBCFCWCD under the Water Supply Contract pursuant to the Transfer of Financial Responsibility Agreement entered into between CCWA and SBCFCWCD in November 12, 1991.
- G. Whereas, the original Water Supply Contract executed in 1963, as amended by Amendment No. 2 in 1965, provided for a "Table A Amount" for Santa Barbara County of 57,700 acre feet per year (AFY). Pursuant to Amendment No. 9 to the Water Supply Contract, executed in 1981, the "Table A Amount" available to Santa Barbara was changed to 45,486 AFY, a reduction of 12,214 AFY (Suspended Allocation).
- H. Whereas, SBCFCWCD desires to reacquire the Suspended Allocation and has requested that DWR consider amendment of the Water Supply Contract to increase the Table A Amount of the

Water Supply Contract by 12,214 AF from 45,486 AF to 57,700 AF, which for the purpose of this Agreement is described as the "Project."

- I. Whereas, DWR has the authority to consider the adjustment of the Table A Amount for SBCFCWCD based on Article 7 (a) of the Water Supply Contract and to potentially approve this adjustment through an amendment to the Water Supply Contract.
- J. Whereas, SBCFCWCD has the authority to consider the adjustment of the Table A Amount and to potentially approve the adjustment through an amendment to the Water Supply Contract.
- K. Whereas, SBCFCWCD and CCWA desire to consider an agreement whereby CCWA will be obligated to reimburse SBCFCWCD for all costs charged to SBCFCWCD related to the proposed Project and each party has the authority to enter into such agreement.
- L. Whereas, CCWA has the authority to take delivery of the water made available by the proposed Project, as a component of the Table A Amount available to Santa Barbara County, to distribute the additional water supply through the Coastal Branch to its members, and to collect any costs from its members resulting from the Project.
- M. Whereas, the Parties recognize that the proposed Project is subject to CEQA and believe that an EIR should be prepared to analyze its environmental impacts.
- N. Whereas, the Parties are public agencies that will have discretionary approval of portions of the Project and responsibility to carry out parts of the proposed Project, and all have a substantial claim to serve as lead agency.
- O. Whereas, CEQA provides that when more than two or more public agencies have a substantial claim to be the lead agency, the public agencies may agree among themselves to designate one of the agencies as lead agency.
- P. Whereas, the Parties have agreed in this Agreement to designate CCWA as the lead agency for this Project under the terms stated below.

The Parties agree as follows:

1. CCWA shall act as the CEQA lead agency for the Project, and will fulfill all obligations of the lead agency with respect to the proposed Project as required by CEQA.
2. DWR and SBCFCWCD shall act as responsible agencies for proposed Project, and they will fulfill all obligations of responsible agencies with respect to the Project as required by CEQA.
3. CCWA shall be responsible for the preparation of the EIR, and for conducting the public review process as required by CEQA. CCWA will use its staff and any needed consultants to prepare the EIR. CCWA shall share with DWR and SBCFCWD administrative drafts of the EIR and shall consider and incorporate their comments as appropriate.
4. All costs associated with CEQA compliance for the proposed Project, including for the preparation of the EIR, and the public review process, shall be the sole responsibility of CCWA.
5. DWR shall assist CCWA in the preparation the EIR and the public review process, and shall be responsible for any costs that they incur while assisting CCWA.
6. SBCFCWCD shall assist CCWA in the preparation the EIR and the public review process, and shall not be responsible for any costs incurred while assisting CCWA.

7. All Parties will engage in cooperative efforts and consultation to effectively prepare the EIR and to ensure compliance with CEQA.
8. CCWA agrees to defend, indemnify, and hold DWR and SBCFCWDC, their officers, and employees harmless from any liability, expenses, defense costs, attorney fees, claims, actions, and lawsuits of any kind arising from or related to the Agreement.
9. The Agreement will terminate upon CCWA's completion and certification of the EIR, or CCWA's issuance of a notice of determination, whichever is later. Any party may terminate this Agreement by giving 60 day notice to the other Parties in writing. CCWA's responsibilities in paragraph 8 shall continue after the termination of the Agreement.

The Parties have executed this agreement on the date written above.

State of California, Department of Water Resources



Santa Barbara County Flood Control and Water Conservation District

See Page 4

Central Coast Water Authority

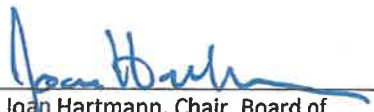


ATTEST:

Mona Miyasato
County Executive Officer
Ex Officio Clerk of the Board of
Directors of the Santa Barbara County
Flood Control and Water Conservation
District

By: 
Deputy Clerk

**SANTA BARBARA COUNTY FLOOD CONTROL
& WATER CONSERVATION DISTRICT:**

By: 
Joan Hartmann, Chair, Board of
Directors

Date: 5/21/17

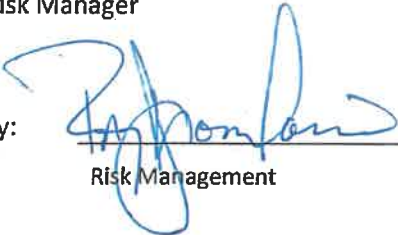
RECOMMENDED FOR APPROVAL:

Santa Barbara County Flood Control &
Water Conservation District

By: 
Scott D. McGolpin
Public Works Director

APPROVED AS TO FORM:

Ray Aromatorio, ARM, AIC
Risk Manager

By: 
Risk Management


APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: 
Deputy

ATTACHMENT #4

Proposal to Prepare an
Environmental Impact Report
for the Central Coast Water
Authority's Reacquisition of
State Water Project Table A
Amount



2600 Capitol Avenue
Suite 200
Sacramento, CA 95816
916.564.4500 phone
916.564.4501 fax

esassoc.com

June 13, 2019

Stephanie Osler Hastings
Brownstein Hyatt Farber Schreck
1020 State Street
Santa Barbara, Ca 93101

Subject: Proposal to Prepare an Environmental Impact Report for the Central Coast Water Authority's
Reacquisition of State Water Project Table A Amount

Dear Ms. Hastings:

Environmental Science Associates (ESA) is pleased to provide you with a scope, schedule and budget to prepare the Environmental Impact Report (EIR) for the Central Coast Water Authority's (CCWA) request to reacquire 12,214 acre-feet per year (AFY) of State Water Project (SWP) Table A amount. In 1963 the Santa Barbara Flood Control and Water Conservation District (FCD) and Department of Water Resources (DWR) executed a Water Supply Contract (Contract) for delivery of up to 57,700 AFY from the SWP. In 1981 FCD and DWR executed an amendment to the Contract (Amendment No. 9) that reduced FCD's Table A amount from 57,700 AFY to 45,486, suspending delivery of 12,214 AFY. In May 1991 the EIR for the Coastal Branch and in-County (Santa Barbara County) facilities was certified. This 1991 EIR evaluated delivery of the full Table A amount (57,700 AFY). The CCWA was formed in 1991 to manage SWP operations on behalf of the Coastal Branch participants, including FCD. In 2014, CCWA made a request as to the ability for them to reacquire the 12,214 AFY of suspended Table A water for use by one or more of CCWA's member agencies within their respective service area(s). The reacquisition of the 12,214 AFY Table A amount is the proposed project to be evaluated in this EIR. No modified or new water conveyance facilities are proposed to deliver this water. As described below in the Scope of Work, ESA will assume use of information contained in the Water Supply Contract Extension Project EIR and the 2018 State Water Project Water Supply Contract Amendments for Water Management and California Waterfix (Contract Amendment) Draft EIR to the maximum extent practicable to describe the setting for the SWP service area. The 1991 Coastal Branch EIR will be used to describe the CCWA service area but will be updated as needed to reflect more current conditions. This EIR will also serve as the basis for the growth-inducing analysis since it evaluated growth based on full Table A delivery (57,700 AFY); however, the information will be updated and refined to reflect the proposed distribution of the 12,214 AFY in CCWA's service area.

It is assumed that DWR Modeling Branch will run CALSIMII to demonstrate how the proposed project might impact delivery of SWP water to other Public Water Agencies (PWAs). The findings will be used in the analysis of several resource topics including, Water Resources (both supply and quality), Aquatic Resources, Energy, Climate Change and Growth Inducement. Based on the nature of the proposed project (a Contract amendment and no new or modified infrastructure) no other modeling, or field surveys are proposed in support of the analysis.

The following details our proposed scope of work to complete the EIR and is followed by our proposed schedule and budget.



Ms. Hastings:
June 13, 2019
Page 2

Scope of Work

Task 1: Project Initiation

ESA's project director and project manager will prepare for and participate in a project initiation call with the CCWA staff. During the call, ESA and the CCWA staff will review and confirm the project scope and schedule, EIR organization, identify data gaps for preparing the project description and description of the alternatives, and identify other available information for use in preparing the EIR. In addition, the following items will be discussed: (1) the communication protocol between ESA, CCWA, and DWR; (2) dates/times for project progress meetings; and administrative record format; and (3) timing and agenda for public meetings. ESA will document key decisions and future action items.

Task 1 Deliverables:

- Meeting agenda
- Project Description data gaps memorandum
- Action items

Task 2: AB 52 Compliance

Given the nature of the proposed project and the potential area of effect, ESA's cultural resources staff suggest that outreach can be focused to the CCWA service area. Our proposed scope and level of effort reflects this assumption.

As part of CEQA compliance, ESA will assist CCWA in conducting Assembly Bill (AB) 52 consultation with CCWA's known tribal consultation list (anticipated to be no more than 10 tribes). This will include drafting informative letters to be distributed to the tribes to identify any consultation requests, as well as conducting one round of follow up phone calls or emails. Formal government to government consultation will be conducted by CCWA and any interested tribes. While this scope does not anticipate the need for or include ESA's presence at any tribal meetings, attendance at tribal meetings can be conducted under separate scope and cost, as the needed. The information received from AB52 consultation effort will be incorporated into the EIR section.

Task 3: Notice of Preparation

Subtask 3.1: Notice of Preparation

ESA will collaborate with CCWA staff to develop a project description for inclusion in the Notice of Preparation (NOP). The project description will include: (1) project location, including the service areas of the CCWA members that will use the supply; (2) project objectives; (3) description of the proposed Contract amendment; (4) proposed schedule; and (5) anticipated regulatory requirements and approvals. It is also anticipated that the NOP will include a summary of the project background that helps set the context for the proposed Contract amendment.



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The NOP will be prepared consistent with CEQA Guidelines section 15082 and will include a completed Environmental Checklist (Initial Study) to focus the environmental resource areas to be addressed in full in the EIR. ESA will prepare an administrative draft Initial Study (IS) and NOP for CCWA review and comment, and then will revise the administrative draft and prepare the document for submittal to DWR for review and comment. Following receipt of comments from DWR, a call will be scheduled to discuss comments and resolve approach to revisions. Following that call, ESA will revise the NOP and IS and provide a screencheck version to CCWA to confirm the resolution of comments prior to ESA finalizing the draft for publication. The IS will be published along with the NOP. ESA will prepare the Notice of Completion (NOC) and will submit the NOP and NOC to the State Clearinghouse. ESA will also draft the notice for publication in the local newspaper and with the Santa Barbara County Clerk's office. CCWA will be responsible for posting the notices with the newspaper and County Clerk's office. CCWA will prepare the distribution list and provide to ESA and ESA will mail out copies of the NOP (up to 25 addresses). ESA will also provide a web-ready version of the NOP and IS for CCWA to post on the Agency's website.

Subtask 3.3: Public Scoping Meeting

ESA will attend one public scoping meeting to receive public comments on the scope of the EIR analysis. ESA will prepare scoping meeting materials, including a power point presentation, sign in sheet, comment cards and fact sheet. CCWA will be responsible for meeting logistics including meeting location and set up and court reporter, if needed. Based on public comment received on the NOP, ESA will work with CCWA staff to further refine the scope of the EIR, as appropriate. Any additional scope necessary in response to the NOP will be negotiated separately. It is assumed that ESA's Project Manager will attend the scoping meeting and that it will be held in Santa Barbara.

Task 3 Deliverables:

- Draft NOP and Environmental Checklist (electronic version in MS Word)
- NOP (electronic version in MS Word and PDF; web-ready version; 40 paper copies [15 for the State Clearinghouse and 25 for the distribution list] and 15 CDs for the State Clearinghouse)
- NOC (electronic version in MS Word, 1 paper copy)
- Draft notice (electronic version in MS Word)
- Scoping meeting materials, including power point presentation, sign in sheet, comment card and fact sheet

Task 4: Draft EIR

ESA will prepare a Draft EIR in accordance with Public Resources Code sections 21000-21177, and the CEQA Guidelines. The EIR will address the resource topics identified for further analysis in the NOP. Wherever appropriate, existing information from the 1991 Coastal Branch EIR will be used and updated. ESA will also use information from other existing environmental documents to describe the SWP service area.

Subtask 4.1: Administrative Draft EIR

An Administrative Draft EIR will be submitted for CCWA review and will include the following:



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Summary. This chapter will provide a summary of the project’s objectives; project description; discussion of alternatives considered and environmentally superior alternative; key findings; and areas of controversy as relevant. This chapter will also include a table summarizing the impacts and associated mitigation measures along with the level of significance both before and after mitigation.

Introduction. The introduction chapter will: contain an overview of the project background; describe the environmental review and approval process; scope of the EIR analysis; and organization of the EIR.

Project Background. This chapter will include background information that provides the context for the proposed Contract Amendment.

Project Description. Based on the project description developed in subtask 3.1, this chapter will describe the location and characteristics of the proposed amendment (proposed project).

Environmental Analysis. This chapter of the EIR will include individual sections for the environmental resource areas to be evaluated. The analysis will evaluate the project-specific and cumulative impacts associated with CCWA reacquiring 12,214 AFY of Table A to be delivered through the existing Coastal Branch facilities. It is assumed that DWR’s Modeling Branch will run CALSIMII to demonstrate how the proposed project might impact delivery of SWP water to other PWAs. The modeling results will be used in the analysis of several resource topics including, Water Resources (both supply and quality), Aquatic Resources, Energy, Climate Change and Growth Inducement. Based on the nature of the proposed project (a Contract amendment and no new or modified infrastructure) no other modeling, or field surveys are proposed in support of the analysis. The results of the AB52 analysis (see Task 2) will be incorporated into the cultural and tribal resource sections of the EIR. Each section will include the following:

Environmental and Regulatory Setting. The setting discussion will provide sufficient background information to characterize existing environmental conditions (baseline) associated with the project area to provide context for the impact analysis. The setting will also include a discussion of relevant regulatory conditions that shape the assumptions and the policy environment for implementation of the project. It is anticipated that the setting sections for each resource topic will include a summary of the SWP service area based on descriptions and level of detail included in the Water Supply Contract Extension Project EIR and 2018 Contract Amendment DEIR. Setting for the CCWA service area will be based on information provided in the 1991 Coastal Branch EIR, updated by review of existing available documents, to reflect more recent conditions.

Significance Criteria. The standards of significance will be based on Appendix G of the CEQA Guidelines and will be used to determine the significance of identified impacts.

Impacts and Mitigation Measures. The impacts and mitigation measures section will include the analysis of project-specific and cumulative impacts associated with implementation of the proposed Contract amendment. Findings of significance will be made based on standards of significance identified above. The impact discussions will provide information necessary to support the findings. For any identified significant impacts, ESA will develop feasible mitigation measures to reduce the magnitude of the impact. The mitigation



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measures will identify the action, responsible party and timing of implementation to facilitate development of the Mitigation Monitoring and Reporting Program (MMRP), if needed. Discussion will also be provided describing the effectiveness of proposed mitigation measures. The impact analysis will assume compliance with relevant existing laws (including ordinances) when making a finding of significance.

Alternatives Analysis. The EIR will include an analysis of alternatives to the Contract amendment developed in consultation with CCWA and DWR. In addition to the No Project Alternative (no Contract amendment to reacquire the 12,214 AFY of Table A amount) alternatives that consider reacquiring a portion of the Table A amount might be considered. The analysis will include a discussion of proposed project impacts compared to each alternative, including any project impacts that would be avoided, and any new impacts attributed to the alternative not attributed to the proposed project. A discussion of each of the alternatives ability to achieve proposed project objectives will be provided along with identification of the Environmentally Superior Alternative. A summary matrix comparing project impacts compared to each alternative will also be included. The Alternatives chapter will also include a discussion of alternatives considered but eliminated from further consideration, if appropriate.

Growth Inducing Impacts. This chapter of the EIR will address the potential growth inducing impacts of CCWA reacquiring the 12, 214 AFY of Table A for use by member agencies. The analysis will focus on the delivery of this water to member agencies that have requested delivery of a portion of the suspended Table A to them. The analysis will be based on the detailed growth analysis included in the 1991 Coastal Branch EIR which assessed the growth impacts associated with delivery of the full Table A amount (57,700 AFY) prior to the 1981 Contract amendment that reduced CCWA's Table A from 57,700 to 45,486 AFY (less 12,214 AFY). The growth analysis will update the information included in the 1991 Coastal Branch EIR to reflect the allocation of the reacquired Table A and include conditions that have changed since 1991.

Other Statutory Required Sections. In addition to the sections described above, ESA will prepare all other statutory required sections (summary of cumulative impacts, summary of significant unavoidable impacts, and significant irreversible changes).

Cumulative Impacts. Each environmental resource section will include: a description of the cumulative context; and an evaluation of the proposed project's contribution to identified cumulative impacts. Mitigation measures will be incorporated by reference, as necessary. Identified cumulative impacts will be summarized in this section but the analysis will be in the individual resource topic sections.

Summary of Significant and Unavoidable Impacts. This section will present a summary of any significant and unavoidable impacts identified for the proposed project in the individual environmental resource area sections.

Significant and Irreversible Environmental Changes. This section will provide an evaluation of the significant and irreversible changes to the environment that could result if the proposed project were to be implemented consistent with CEQA Guidelines section 15126.2 (c).

ESA will meet with CCWA staff in Sacramento to review comments and agree to revisions before ESA revises the document and sends it to DWR for review. It is anticipated that a second meeting in Sacramento will be set to



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go over and DWR comments that would be attended by DWR, CCWA staff and ESA. A total of 16 hours each (8 hours per meeting) is assumed for ESA's Project Director and Project Manager to attend these two meetings.

Subtask 4.2: Screencheck Draft EIR

Following incorporation of comments provided by both CCWA and DWR, ESA will revise the Administrative Draft EIR and prepare a Screencheck Draft EIR for final CCWA and DWR review and approval.

Subtask 4.3: Draft EIR

Based on any corrections or revisions to the Screencheck Draft EIR, ESA prepare the Draft EIR. It is assumed that the edits provided will be editorial and will not result in any new technical analysis. As part of this subtask and prior to publication, ESA will provide technical editing review of the document to ensure that the document is free of grammatical or spelling errors. ESA will prepare the NOC, Notice of Availability (NOA), and the notice for publication in the local newspaper and with the Santa Barbara County Clerk's office. ESA will deliver the NOC and Executive Summary of the Draft EIR to the State Clearinghouse. CCWA will be responsible for posting the notices with the newspaper and County Clerk's office. ESA will mail out copies of the NOA to the distribution list developed under Subtask 3.1 (up to 25 addresses). ESA will also provide a web-ready version of the NOA and Draft EIR for CCWA to post on the Agency's website.

Subtask 4.4: Draft EIR Public Meeting

ESA will attend one public meeting during the Draft EIR public circulation period to receive public comments on the content and analysis of the Draft EIR. ESA will prepare scoping meeting materials, including a power point presentation, sign in sheet, comment cards and fact sheet. CCWA will be responsible for meeting logistics including meeting location and set up and court reporter, if needed. It is assumed that ESA's Project Manager will attend the public meeting and that it will be held in Santa Barbara.

Task 4 Deliverables:

- Administrative Draft EIR (electronic version in MS Word)
- Screencheck Draft EIR (electronic version in MS Word)
- Draft EIR (electronic version in MS Word and PDF; web-ready version; 15 paper copies of the Executive Summary and 15 CDs of the Draft EIR for the State Clearinghouse; 5 paper copies of the Draft EIR)
- NOA (electronic version in MS Word; 25 paper copies for the distribution list; 25 CDs)
- NOC (electronic version in MS Word, 1 paper copy)
- Draft notice (electronic version in MS Word)
- Scoping meeting materials, including power point presentation, sign in sheet, comment card and fact sheet



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Task 5: Final EIR

Subtask 5.1: Administrative Final EIR

Following completion of the 45-day public review period, ESA will compile all written and oral comments received on the Draft EIR. ESA will meet with CCWA staff in Sacramento to discuss approach to comments received and to make assignments for responding. A total of 8 hours is assumed for ESA's Project Director and Project Manager to attend the meeting. At the meeting the potential development of Master Responses will be discussed. Following the meeting and response assignments, ESA will prepare responses to comments. The responses to comments will be incorporated into the Final EIR which will be prepared in accordance with CEQA Guidelines section 15132. In addition to the responses to comments, the Final EIR will include: a list of agencies and persons commenting; bracketed comment letters; and a summary of any text changes (in response to comments or staff initiated). The Administrative Final EIR will also include a draft MMRP for any mitigation measures identified in the Draft EIR.

The Administrative Final EIR will be provided to CCWA for review and comment. ESA will meet with CCWA staff in Sacramento to review comments and agree to revisions before ESA revises the document and sends it to DWR for review. It is anticipated that a second meeting in Sacramento will be set to go over and DWR comments that would be attended by DWR, CCWA staff and ESA. A total of 16 hours each (8 hours per meeting) is assumed for ESA's Project Director and Project Manager to attend these two meetings.

Subtask 5.2: Final EIR

Following incorporation of comments provided by both CCWA and DWR, ESA will revise the Administrative Final EIR and prepare a Screencheck Final EIR for CCWA and DWR review and approval. Based on any corrections or revisions to the Screencheck Final EIR, ESA prepare the Final EIR. It is assumed that the edits provided will be editorial and will not result in any new technical analysis. ESA will distribute responses to any commenting agencies 10 days prior to the certification hearing. Following certification, ESA will prepare the Notice of Determination (NOD) for CCWA review and will revise based on CCWA comments. It is assumed that CCWA will post the NOD with the County Clerk and will pay the appropriate filing fees.

Task 5 Deliverables:

- Administrative Final EIR (electronic version in MS Word)
- Screencheck Final EIR (electronic version in MS Word)
- Final EIR (electronic version in MS Word and PDF; web-ready version; 5 paper copies of the Final EIR)
- NOD (electronic version in MS Word)

Task 6: Project Management and Meetings

Ongoing project management efforts will include internal coordination and check-ins with ESA staff and coordination with CCWA and DWR staff throughout development of the EIR and the CEQA process. ESA's Project Director and Project Manager will participate in bi-weekly conference calls with CCWA staff (including



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DWR staff, when appropriate) through development of the Draft EIR. Based on the project schedule (approximately 5 months from project initiation to publication of the Draft EIR), it is anticipated that 10 progress calls will be held (2 hours each, including preparation time). ESA will also participate in an additional 8 project coordination calls (2 hours each, including preparation time) through the rest of the CEQA process. This task also assumes 4 hours per month of general project and contract management time over approximately 10-month schedule.

Schedule

ESA proposed to complete the EIR in approximately 10 months assuming that the CALSIM II model run results would be available for use in developing the Administrative Draft EIR technical analysis within 8 weeks from project initiation. This schedule is aggressive and will require that the project team work together. In order to facilitate this schedule, ESA has incorporated into this scope of work the use of all-day work sessions to discuss and come to resolution of comments provided on the Administrative Draft EIR and Administrative Final EIR. ESA also proposes an all-day work session to discuss comments received on the Draft EIR to discuss the approach to responding and response assignments will be made. In addition, regular communication will be key; therefore, ESA has incorporated team calls every 2 weeks through publication of the Draft EIR. It is assumed that a detailed schedule would be developed as part of Task 1 Project Initiation.

Budget

ESA proposes to complete this EIR for \$293,962 as detailed in the attached spreadsheet.

We look forward to this opportunity to work with you and CCWA staff on this important project. If you have any questions or require additional information, please do not hesitate to call me at (916) 564-4500 or e-mail me at cmcefee@esassoc.com.

Sincerely,

A handwritten signature in blue ink that reads 'Catherine C. McEfee'.

Catherine C. McEfee
Vice President

ATTACHMENT #5

CCWA Suspended State Water Program Participation Agreement

FINAL

CENTRAL COAST WATER AUTHORITY
SUSPENDED STATE WATER PROGRAM
PARTICIPATION AGREEMENT

This Suspended State Water Program Participation Agreement (“Agreement”) is made as of _____ by

CENTRAL COAST WATER AUTHORITY (“Authority”)

and

_____ (“Contractor”).

Recitals

A. The Authority 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. The Authority and Contractor are parties to a Water Supply Agreement dated August 1, 1991 related to the matters described in Recital A.

C. The Authority treats and delivers water pursuant to (i) an agreement between the State of California Department of Water Resources (“DWR”) and the Santa Barbara County Flood Control and Water Conservation District (“ District”) dated February 26, 1963 (“1963 Water Supply Contract”), and (ii) an agreement between the Authority and the District entitled “Transfer of Financial Responsibility Agreement” dated November 12, 1991 (“TFRA”).

D. In an agreement designated “Amendment No. 9 to Water Supply Contract Between the State of California Department of Water Resources and Santa Barbara County Flood Control and Water Conservation District” dated August 31, 1981, the parties agreed to reduce the “Table A” quantity from 57,700 AFY to 45, 486 AFY, a reduction of 12,214 AFY (the “Suspended State Water”). The Authority has determined that it should seek to re-acquire the Suspended State Water.

E. The Contractor has determined that it wishes to participate in the Authority’s program to re-acquire the Suspended State Water, and is willing to share in the expenses pertaining thereto.

Agreement

1. Representation; Delivery Goal; Cooperation with Authority. Contractor agrees that the Authority shall be authorized to represent Contractor in the identification, structuring and negotiation of transactions for the re-acquisition of the Suspended State Water (collectively, the "Water"). Contractor represents that it is seeking to acquire _____ AFY of Water over the term of this Agreement ("Contractor's Delivery Goal"). Contractor shall be entitled to request an increase in the Contractor's Delivery Goal stated in this paragraph (which shall be known as the "Revised Delivery Goal") by executing and delivering to the Authority, at any time during the term of this Agreement, an Amendment to Participation Agreement in a form approved by the Authority, subject to (i) the availability of additional Suspended State Water, and (ii) the provisions of this Contract requiring that all costs allocated under this contract – including costs incurred prior to the delivery of the notice -- shall be allocated to the Contractor in accordance with the Revised Delivery Goal.

2. Allocation of Delivered Water; Allocation of Costs; Deposits.

2.1 Allocation of Costs. The Contractor shall pay to the Authority the Contractor's pro-rata share of the Authority's Total Expenses, which pro-rata share shall be calculated as follows:

2.1.1 For Total Expenses arising from services rendered by the Authority, the Contractor's pro-rata share shall be that Contractor's Delivery Goal as stated herein (or the Revised Delivery Goal) divided by the sum of all Contractors' Delivery Goals as stated in their respective Agreements.

2.1.2 In any event, for Total Expenses arising from services that are of benefit to only one Contractor, that Contractor shall pay for the expenses related to said services.

2.1.3 "Total Expenses" shall include all out-of-pocket expenditures made by the Authority for environmental review, consultant reports, legal expenses and other costs related to any transaction arising under this Agreement.

2.2 Deposit. Prior to execution of this Agreement, the Authority prepared and delivered to the Contractor an estimate of the Contractor's anticipated financial obligations under subparagraph 2.4 of this Agreement through the end of the 2015 calendar year, and has provided that estimate to the Contractor. Concurrently with execution of this Agreement, Contractor shall place on deposit with the Authority the amount stated in the estimate.

2.3 Subsequent Deposits. Prior to the end of the 2015 calendar year, the Authority shall provide to the Contractor an estimate of the Contractor's anticipated financial obligations under subparagraph 2.1 of this Agreement for such period of time as shall be determined by the Authority's Executive Director. The Contractor shall place on deposit with the Authority the amount stated in the estimate no later than the deadline established by the Authority's Executive Director.

2.4 Invoices and Payments. In the event the Authority reasonably determines that the deposit paid by Contractor to the Authority will be insufficient to cover Contractor's financial obligations hereunder, the Authority is authorized to deliver to the Contractor a revised estimate of those financial obligations and an invoice for an additional deposit. The Contractor shall remit the amount stated in the invoice within thirty (30) days of receipt.

2.5 Obligation in the Event of Default.

2.5.1 Written Demand Upon Failure to Make Payment. Upon failure of the Contractor to make any payment in full when due under this Agreement or to perform any other obligation hereunder, the Authority shall make written demand upon the Contractor, and if such failure is not remedied within thirty (30) days from the date of such demand, such failure shall constitute a default at the expiration of such period. Notice of such demand shall be provided to each other Contractor by the Authority. Upon failure of the Authority to perform any obligation of the Authority hereunder, the Contractor shall make written demand upon the Authority, and if said failure is not remedied within thirty (30) days from the date of such demand, such failure shall constitute a default at the expiration of such period. Notice of such demand shall be provided to each Contractor by the Contractor making such written demand.

2.5.2 Other Events of Default. In addition to any default resulting from breach by the Authority or the Contractor of any agreement, condition, covenant or term hereof, if the Authority or the Contractor shall file any petition or institute any proceedings under any act or acts, state or federal, dealing with or relating to the subject of bankruptcy or insolvency or under any amendment of such act or acts, either as a bankrupt or as an insolvent or as a debtor or in any similar capacity, wherein or whereby the Authority or the Contractor asks or seeks or prays to be adjudicated a bankrupt, or is to be discharged from any or all of its debts or obligations, or offers to its creditors to effect a composition or extension or time to pay its debts, or asks, seeks or prays for a reorganization or to effect a plan of reorganization or for a readjustment of its debts or for any other similar relief, or if the Authority or the Contractor shall make a general or any assignment for the benefit of its creditors, then in each and every such case the Authority or the Contractor, as the case may be, shall be deemed to be in default hereunder.

2.5.3 Termination of Contractual Rights; Continuing Obligations. Upon the failure of the Contractor to make any payment which failure constitutes a default under this Agreement and causes the Authority to be in default under the Purchase Agreement or the Brokerage Agreement, the Authority may (in addition to the remedy provided by section 2.5.2 hereof), terminate the provisions of this Agreement insofar as the same entitle the Contractor to any deliveries of Water. Irrespective of such termination, the obligations of the Contractor to the Authority to pay the full amount of costs under this Agreement shall continue in full force and effect.

2.5.4 Increase in Non-defaulting Contractor Costs. Upon the failure of any Contractor to make any payment which failure constitutes a default under its respective Binding Agreement to Purchase, and except as transfers are made pursuant to Section 2.5.2 hereof, (i) the pro-rata share of each non-defaulting Contractor shall be automatically increased for the remaining term of the Purchase Agreement pro rata with those of the other non-defaulting

Contractors, and (ii) such defaulting Contractor's right to receive Water shall be reduced accordingly. Upon payment of such increase, a non-defaulting Contractor shall be entitled to take delivery of its pro rata share of such defaulting Contractor's Water.

2.5.5 Right of Recovery from Defaulting Contractor. If a Contractor shall fail or refuse to pay any amounts due to the Authority, the fact that a non-defaulting Contractor has increased its obligation to make such payments shall not relieve the defaulting Contractor of its liability for such payments, and the non-defaulting Contractor shall have a right of recovery from the defaulting Contractor to the extent of such respective increase in obligation caused by the defaulting Contractor. Any amounts received by the Authority from the defaulting Contractor for costs that were previously paid by a Non-Defaulting Contractor pursuant to Section 2.5.4 above, shall be reimbursed by the Authority to the Non-Defaulting Contractor.

2.6 Reconciliation. Upon termination of this Agreement, the Authority shall provide to the Contractor an accounting of the actual amounts Contractor is obligated to pay hereunder. Any overpayment by Contractor shall be promptly refunded by the Authority and any underpayment by the Contractor shall be promptly paid to the Authority.

3. Term: Termination.

3.1 Term. The term of this Agreement shall commence on November 1, 2014 and shall continue until termination of the 1963 Water Supply Contract.

3.2 Termination. This Contract may be terminated by the Authority at any time, provided all Contractors agree in writing thereto.

4. Contractor's Representative; Coordination Among Contractors.

4.1 Contractor's Representative. For purposes of this Agreement, Contractor shall provide to the Authority a written Designation of Representative identifying its authorized representative with full authority to grant, provide and enter into, by and on behalf of the Contractor, any and all consents, approvals, instructions, authorizations or agreements by the Contractor in connection with this Agreement (collectively, "Contractor Directions"). The Authority shall be entitled to rely upon, without inquiry, the full authority of the Contractor's designated representative. Without limiting the foregoing, the Contractor's representative shall be solely responsible for requesting and obtaining in advance any special or further authorizations on behalf of Contractor that may be necessary in connection with any Contractor Direction given to the Authority hereunder and the Authority may assume, without further inquiry, that all such authorizations have been obtained. Contractor may designate a different individual as its representative in connection with this Agreement at any time by written notice to Authority.

4.2 Coordination Among Contractors.

4.2.1 Contractors Committee. A Contractors Committee shall be created with each Contractor's Representative as stated in Section 4.1. The Committee shall be

authorized to advise the Authority with respect to its duties under this Agreement, and to perform such other functions as the Contractors shall deem appropriate. Each member of the Committee shall have a weighted vote corresponding to the Contractor's Delivery Goal as a proportion of the total Delivery Goals for all Contractors. A quorum shall be at least 50% of the voting percentages. Committee decisions shall be made by the following vote:

4.2.1.1 If the Committee has two members, a majority of the voting percentages shall be necessary to adopt a motion.

4.2.1.2 If the Committee has three or more members, sixty percent (60%) of the voting percentages, plus the affirmative vote of at least two members, shall be necessary to adopt a motion.

4.2.2 Subcommittees of Participating Contractors. For each Water transaction in which one or more Contractors have signed and delivered a Binding Agreement to Purchase, a Subcommittee shall be created with a representative from each such participating Contractor. The Subcommittee shall be authorized to advise the Authority with respect to its duties under the Binding Agreement to Purchase for that Water transaction, and to perform such other functions as those Participating Contractors shall deem appropriate. Each member of the Subcommittee shall have a weighted vote corresponding to the quantity of Water to be delivered to that Contractor under its Binding Agreement to Purchase as a proportion of the total quantity of Water to be delivered to all Participating Contractors under their respective Binding Agreements to Purchase. A quorum shall be at least 50% of the voting percentages. Subcommittee decisions shall be made by the following votes:

4.2.2.1 If the Subcommittee has two members, a majority of the voting percentages shall be necessary to adopt a motion.

4.2.2.2 If the Subcommittee has three or more members, sixty percent (60%) of the voting percentages, plus the affirmative vote of at least two members, shall be necessary to adopt a motion.

5. Miscellaneous

5.1 Incorporation of Recital and Exhibits. The Recitals to this Agreement and exhibits attached to this Agreement are incorporated herein and made a part hereof by this reference.

5.2 Headings. The headings in this Agreement are for convenience of reference only and shall not be used in construing this Agreement.

5.3 Legal Advice. Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions of this Agreement. Any rule of contract interpretation to the effect that ambiguities or uncertainties are to be interpreted against the drafting party or the party who caused it to exist shall not be employed in the interpretation of this Agreement or any document executed in connection herewith.

5.4 Terms Generally. The defined terms in this Agreement shall apply equally to both the singular and the plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The terms "person" and "party" include individuals, corporations, partnerships, trust, and other entities and associations. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

5.5 Attorneys' Fees. In any action to enforce or interpret this Agreement, the prevailing party shall recover from the non-prevailing party, in addition to any damages, injunctive or other relief, all costs (whether or not allowable as "cost" items by law) reasonably incurred by the prevailing party at, before and after trial or on appeal, or in any bankruptcy proceeding, including attorneys' and witness (expert and otherwise) fees, deposition costs, copying charges and other expenses.

5.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5.7 Time of the Essence. Except as otherwise provided in this Agreement, time is of the essence with respect to this Agreement and the performance of each and every obligation contained in this Agreement.

5.8 Severability. If any provision of this Agreement or its application to any party or circumstance is held invalid or unenforceable, then the remainder of this Agreement and the affected provision to the extent it is not so held shall remain valid and enforceable and in full force and effect. The forgoing shall not apply, however, if the invalid or unenforceable provision in question or, as applicable, the portion or application thereof held invalid or unenforceable, is a fundamental and material provision of this Agreement.

5.9 Time for Performance. Notwithstanding any provision of this Agreement to the contrary, in the event a party fails to perform any obligation under this Agreement (other than an obligation to pay money) because of strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, government or judicial actions, inclement weather or other causes beyond its reasonable control, that failure will not constitute a default under this Agreement, and the performance in question will be excused during the period in which the cause for failure continues.

5.10 Notices. All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the following address:

If to Contractor:

Telephone: _____
Facsimile: _____

If to Authority:

Central Coast Water Authority
255 Industrial Way
Buellton, CA 93427
Attn: Executive Director
Telephone: (805) 688-2292
Facsimile: (805) 686-4700

Any such notices may be sent by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. mail, (b) a recognized and reputable overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such courier (on or prior to 5:00 p.m., local time of the sender; if deposited after such time, it shall be deemed to have been deposited on the next business day); provided, however, that this method of delivery will not be applicable to a party that has specified a P.O. Box for its address, or (c) facsimile transmission, in which case notice shall be deemed delivered upon electronic verification (on or prior to 5:00 p.m., local time of the recipient; if verification is received after such time, it shall be deemed to have been delivered on the next business day) that transmission to recipient was completed (which verification may include a fax transmission receipt, or fax transmission log, from the sending party's fax machine which includes the date and time of a stated successful transmission to the recipient). The above addresses and facsimile numbers may be changed by written notice to the other party; provided that no notice of a change of address or facsimile number shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

5.11 Governing Law; Venue. This Agreement and all matters relating to this Agreement shall be governed by the laws of the State of California, without regard to principles of conflicts of laws. Venue for any disputes under this Agreement shall be in Santa Barbara County, California.

5.12 Due Authority. The parties hereby represent that the individuals executing this Agreement are expressly authorized to do so on and in behalf of the parties.

5.13 Counterparts; Delivery by Facsimile. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Any party may deliver its signed counterpart of the Agreement to any other party by facsimile transmission, and such delivery shall be deemed made and completed upon receipt of such facsimile transmission by the other party. Any party delivering a signed counterpart by facsimile transmission agrees to promptly send the counterpart bearing its original signature to the other party; provided that a delay or failure to do so shall not negate the effectiveness of the delivery made by the facsimile transmission.

5.14 Entire Agreement; Modification. The making, execution and delivery of this Agreement have not been induced by any representations, statements, warranties or agreements

other than those herein expressed. This Agreement constitutes the entire agreement and understanding of the parties concerning the subject matter hereof. This Agreement supersedes all prior negotiations, agreements, representation and understandings of the parties relating to the subject matter hereof. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties.

5.15 Indemnification and Defense. Contractor agrees to indemnify, defend, protect and hold harmless the Authority and its officers, directors, employees, agents, Members, Associate Members and contractors from and against all claims, actions, damages, losses and expenses, including reasonable attorneys' fees, arising from or relating to this Agreement, whether said claims, actions, damages, losses or expenses arise prior to or following termination or expiration of this Agreement. If more than one Contractor signs this Agreement, the obligations of this paragraph 5.15 shall be allocated among such Contractors according to their respective Delivery Goals as stated herein.

5.16 Third Party Beneficiary; Enforcement. The parties agree that this Agreement is for the benefit of (i) the Contractor, (ii) the Authority, (iii) all Project Participants under their respective Water Supply Agreements with the Authority dated August 1, 1991, and (iv) all other Contractors who are signatories to agreements in substantially the same form as this Agreement, and all of the aforementioned entities and persons shall be entitled to enforce the provisions of this Agreement.

5.17 Superseding Previous Agreement. This Agreement entirely supersedes and replaces any Water Purchase Representation Agreement or similar agreement concerning the same subject executed between the parties hereto.

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

"Authority"

"Contractor"

CENTRAL COAST WATER AUTHORITY
a California joint powers agency

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Approved as to form:

Approved as to form:

Brownstein Hyatt Farber Schreck

[Insert Contractor's counsel name]

By: _____

By: _____




CENTRAL COAST WATER AUTHORITY

MEMORANDUM

June 17, 2019

TO: CCWA Board of Directors

FROM: Ray A. Stokes
Executive Director 

SUBJECT: Engineering Services for Groundwater Recharge and Recovery Feasibility Study

DISCUSSION

The CCWA Board has expressed an interest in exploring the possibility of developing alternative storage capabilities for State water supplies which may be in excess of current needs. In order to understand the options that may be available, staff is proposing that CCWA retain the services of an engineering firm with expertise in developing groundwater storage to prepare a feasibility study to determine the options available to CCWA and its project participants.

CCWA staff has also recently begun discussions with staff from the San Luis Obispo County Flood Control and Water Conservation District (SLO County) to explore ways in which our two agencies, (which are the only two State Water Project Contractors on the Coastal Branch of the State Water Project), can maximize our water supplies for the benefit of our respective participants, and SLO County staff has indicated a willingness to participate in a groundwater banking feasibility study with CCWA to jointly examine the storage possibilities.

CCWA staff contacted the engineering firm, Provost & Prichard and requested a proposal for a feasibility study and proposed scope, which is attached to this report.

The Provost & Prichard proposal states that the estimated cost would be between \$75,000 and \$100,000. SLO County staff has indicated a willingness share of these costs evenly with CCWA.

CCWA staff is requesting feedback from the CCWA Board on

1. Is the Board willing to engage in such a study?
2. Is the scope outlined in the attached Provost & Prichard proposal acceptable?

If the answer is yes, CCWA staff proposes to obtain one or two additional proposals and then submit a recommendation to the CCWA Board in conjunction with SLO County, at either the July or September 2019 meetings.

RECOMMENDATION

That the CCWA Board of Directors approve obtaining additional proposals for engineering services for a feasibility study on developing a groundwater recharge and recovery operation in cooperation with San Luis Obispo County FCWD.

RAS

Attachment



1800 30th Street, Suite 280
Bakersfield, CA 93301-1930
Tel: (661) 616-5900
Fax: (661) 616-5890
www.ppeng.com

June 6, 2019

Ray Stokes
Central Coast Water Agency
255 Industrial Way
Buellton, CA 93427

Subject: Engineering Services for Groundwater Recharge and Recovery Feasibility Study, San Luis Obispo County and Santa Barbara County, California

Dear Mr. Stokes:

Thank you for taking the time to speak with us last week about your Agency's desire to investigate developing a groundwater bank to utilize more of the current supplies. Below is a preliminary scope of work and estimated range of fees for discussion. We would be happy to meet with you to discuss this in more detail and develop a final scope of work. We are currently preliminarily estimating professional fees to complete the feasibility study to range from \$75,000 to \$100,000.

Project Understanding

We understand that the Central Coast Water Agency (**CCWA, Agency**) is interested in pursuing local and/or non-local groundwater recharge and recovery projects to better utilize their State Water Project (**SWP**) surface water allocations. The CCWA does not currently own any groundwater recharge and recovery or groundwater banking projects, however select Member Units have, or are currently participating, in non-local projects. The CCWA is interested in identifying potential locations within their service area that groundwater banking and recovery project(s) can be constructed and implemented. The CCWA is currently in discussions with San Luis Obispo County to identify if a joint project would be feasible. It is our understanding that the feasibility study will assume both agencies will have interests in the project(s).

In addition to identifying potential local projects, the feasibility study will also review existing and proposed non-local groundwater banking projects and the associated costs and yields for the various projects. Various options for delivering recharge water to the project and delivering recovered water to CCWA will be reviewed to identify potential fatal flaws.

No field services are included in this initial feasibility study scope. It is our understanding, that after the completion of the feasibility study, if potential project sites are identified, the CCWA will decide if they wish to move forward with field services to verify the information in the feasibility study.

Scope of Services

Our proposed scope of work for this proposal is segregated into two phases, described below.

Phase FEAS: Groundwater Recharge and Recovery Feasibility Study

Work under this phase consists of the following:

- **Information Collection:** Information will be collected from various references regarding existing geological and hydrogeological conditions, available water supplies, potential recharge areas, groundwater quality for recovery purposes, etc. The following is a list of references that may be used, but is not limited to:
 - DWR and other State publications
 - USGS studies
 - SWRCB – Groundwater Ambient Monitoring and Assessment Program data
 - Water Management Plans for individual agencies
 - Draft GSPs and Equivalent/Alternative Management Plans
 - ACWA's draft System Storage Integration Study, June 2017 by MBK
 - DWR's draft System Reoperation Study
- **Mapping:** Four poster size maps will be prepared showing various combinations of features, such as:
 - Soil Agricultural Groundwater Banking Index (SAGBI) or other soil properties
 - District Boundaries
 - GSA Boundaries
 - Major surface water channels and conveyances with conveyance capacity and downstream users (if available)
 - Known aquitards and geologic formations impeding water flow
 - Shallow groundwater level aquifers and regions
 - Water Quality; in particular, total dissolved solids (TDS) / electroconductivity (EC) and drinking water constituents of concern
 - Known ecological habitat preserves and habitat under the influence of groundwater
- **Potential Operations:** A hydrological analysis will be completed to identify potential recharge and recovery operations, and approximate project yield. Historical and forecasted State Water Project allocations will be compared to CCWA's and San Luis Obispo County's demand to identify if the project would be in recharge or recovery operations. An estimated project life of 50 years will be assumed for the hydrological analysis.

A summary of the feasibility study findings will be presented in a technical memorandum. If multiple sites are identified, a summary matrix will be developed analyzing the pros and cons of each identified site.

Phase REV: Review of Existing Groundwater Banking Programs

Work under this phase consists of the following:

- Review of existing non-local groundwater banking programs and member options to participate
- Hydrological analysis to identify recharge and recovery operations and potential project yield
- Economic analysis to identify potential project costs

A summary of existing groundwater banking project yields and costs will be presented in the technical memorandum. A summary matrix will be developing analyzing the pros and cons of each individual existing program identified.

As we stated previously, we would be happy to meet with you to discuss the study further. Should you have any questions, please feel free to contact either David Halopoff or Randy Hopkins at (559) 449-2700.

Respectfully,
Provost & Pritchard Consulting Group



David Halopoff, RCE 87340
Project Manager



Randy Hopkins, RCE 63538
Vice President / Principal in Charge

Statement of Qualifications

Firm Overview

In 1968, Provost & Pritchard Consulting Group began a tradition of engineering excellence in the Central California. Over the course of 50 years Provost & Pritchard has grown in size, services offered, and geography, with nine office locations throughout California. With nearly 190 employees, our staff is diverse in its specialties, and includes civil and agricultural engineers, planners, environmental specialists, hydrogeologists, land surveyors, construction managers and field representatives, and support personnel.

Provost & Pritchard continues to be a leader in water resources engineering, providing a variety of services to help clients maximize the benefits from their water supplies. Those services include:

- Water resources master planning
- Conveyance, distribution and drainage design
- Water transfers and exchange program development
- Groundwater recharge and management planning
- Water quality studies and solution development
- Geographic Information Systems (GIS)

Project Experience

Representative groundwater recharge and banking project experience is listed below.

Waldron Banking Facilities

Fresno Irrigation District, Fresno, California

Fresno Irrigation District's Waldron Banking Facilities (Waldron) is a groundwater recharge and recovery project intended to intentionally recharge surface waters during wet seasons using local storm water and floodwaters and recover the water from the aquifer during dry years. Waldron will recharge an average of approximately 11,500 acre-feet (af) per year and recover an average of 10,350 acre-feet per year with the balance of the diverted/recharged water left in the aquifer to provide local benefits. Now fully operational, Waldron has become a valuable tool in managing FID's water supply.

South and Highland Basin

Consolidated Irrigation District, Fresno County, California

This project involved the evaluation of 75-acre groundwater property for development as a groundwater banking facility. The feasibility study included subsurface geologic investigation, evaluation of source water supply availability, preliminary facility design alternatives, construction cost estimates, banking operation, cost/benefit analysis, baseline groundwater monitoring around the project, establishment of a well monitoring network, Phase I Environmental Assessment, Biological/Cultural Studies, pilot basin infiltration testing, well pump testing, and identification of possible banking partners. As part of the study, the project team presented feasibility study information to the district's Board of Directors and conducted a neighboring landowner meeting. Provost & Pritchard was also responsible for preparation of an IRWM Implementation Grant Application for the project in January 2011.

Southwest Groundwater Banking Facility

Fresno Irrigation District, Fresno, California

Spanning over 100 acres, the Southwest Groundwater Banking Project for the Fresno Irrigation District provides much needed water storage in the region and provide for sustainable management of surface and groundwater. The design of the project included a hydraulic analysis of 3.5 miles of canal system including an alternative analysis of increasing capacities to 200 cfs by replacing county road culverts, private culverts, widening/raising/deepening of the channel as well as providing flow measurement at key locations. A 20-acre regulation reservoir with a 200 cfs inlet weir structure as well as distribution structures within the basins and an earthen distribution channel were also constructed. The project was funded by approximately \$4M of state and federal grants which included a Integrated Regional Water Management Plan (IRWMP) Implementation Proposition 84 Grant from the State Water Board and a WaterSMART grant through the USBR.

Water Banking Screening Analysis

South Valley Water Resources Authority, San Joaquin Valley, California

Provost & Pritchard provided engineering and evaluation services in preparing a two-phase screening analysis of potential water banking projects in the Southern San Joaquin Valley. The first phase consisted of a high-level screening analysis of potential water banking projects in the Southern San Joaquin Valley, with the intent to identify a limited number of projects that warranted further in-depth feasibility investigations. The first phase included collecting information related to existing water banking programs, preparing a mapping analysis of future potential recharge areas, identifying future potential water banking projects, identifying potential agencies to partner with on banking projects, and identifying potential agencies to partner with on short- or long-term exchange projects. The intent of the work was to provide an initial screening of water banking projects and/or exchange opportunities for the SVWRA to consider investing in the future to enhance the water supplies of its Members.

Groundwater Storage Analysis

Confidential Client, Kern County, California

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

Recharge and Recovery Enhancement Project

Kern Water Bank Authority, Kern County, California

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

construction management. The total cost of the project was approximately \$3.5M, of which \$2.3M was funded through the IRWMP grant.

Palms Groundwater Recharge & Recovery Project

Buena Vista Water Storage District, Kern County, California

Provost & Pritchard is providing preliminary design engineering services for a groundwater recharge and recovery project for Buena Vista Water Storage District. The scope of work consists of preliminary design and construction drawings for a 260-acre recharge basin, 6,000-lineal feet of 14"-27" associated conveyance facilities, and preliminary well design for three existing wells to implement a groundwater recharge and recovery project. The project team developed a water availability analysis using historical data and projected operations to approximate the amount of stored and recovered groundwater resulting from the proposed project implementation. A project justification, project benefits, project work plan, project budget, project schedule, and supporting documentation that was included in the 2015 Proposition 84 Integrated Regional Water Management Program funding application for the Kern Integrated Regional Water Management Program was also prepared. The project was estimated to cost \$1.5M and was granted funding by the California Department of Water Resources.

DSIG Proposition 84-Funded Pump-Back and In-Lieu Recharge Projects,

Arvin-Edison Water Storage District, Kern County, California

Provost & Pritchard completed the preparation of a grant application, supporting documentation, and preliminary engineering for a pair of projects for the Arvin-Edison Water Storage District (AEWSD). AEWSD's In-Lieu Program proposed to administer, design, and construct the Sycamore and North Canal In-Lieu Projects to increase delivery of surface water thereby achieving in-lieu groundwater recharge (banking), that would otherwise be irrecoverably lost to evaporation or spilled and later recovered, typically during dry periods, including supplementing AEWSD's existing extraction facilities. Landowner's existing facilities and extraction wells within the project service areas will be integrated into the District's irrigation distribution system, including provision of power services to wells using the District's Power and Water Resources Pooling Authority (PWRPA) power. The North Canal Pump Back Project is an additional drought relief component of the in-lieu program, which features two new reverse-flow pumps that would be retrofitted into the existing North Canal Check Structure. The Pump Back would allow for reverse flow of canal operations and convey groundwater from a southern reach of the canal into the northern service area to water users during dry years or low flow periods. The Pump Back operation would increase operational flexibility and limit AEWSD's need to import surface water into the northern service area, where crop demands can exceed available AEWSD groundwater supplies. The Pump Back would also be needed to deliver in-lieu recovered groundwater to the northern service areas.

Water Availability and Groundwater Recharge Evaluations for Agricultural Lands,

Confidential Clients, Kern County, California

Provost & Pritchard provided engineering and evaluation services to identify existing surface water and groundwater supplies, and the potential for groundwater recharge operations on various agricultural lands throughout Kern County. The projects included a review of the hydrogeology and geology of the area, a review of water level hydrographs, regional subsidence, groundwater quality, a general discussion regarding future groundwater availability in the region, and current water availability (both groundwater and surface water). Portions of the land were then identified for their potential groundwater recharge based on surficial and hydrogeological characteristics.




CENTRAL COAST WATER AUTHORITY

MEMORANDUM

June 17, 2019

TO: CCWA Board of Directors

FROM: Ray A. Stokes 
Executive Director

SUBJECT: Agreement in Principle for the State Water Project Water Supply Contract Amendment for Water Management

DISCUSSION

DWR and the State Water Project (SWP) Contractors held an additional negotiating session on May 20, 2019 to complete negotiations on the proposed water supply contract amendment for water management provisions. Primarily, the May 20, 2019 negotiating session was to remove the provisions of the previously negotiated amendment language that exempted the five north of delta SWP Contractors from any costs of the previous Cal Waterfix project. The Cal Waterfix project has now been withdrawn by DWR per the Governor's direction and DWR is currently working on an alternative delta conveyance project.

The attached Draft Agreement in Principle for the SWP Water Supply Contract Amendment for Water Management now only contains proposed amendments to the contract regarding water management provisions, and all references to the cost allocations for Cal Waterfix have been removed.

DWR has stated it intends to move forward with the proposed amendments and is in the process of preparing the environmental documentation and amended contract language.

I will provide a brief overview of the Agreement in Principle at the Board meeting.

RAS

Attachment

DRAFT WORKING DOCUMENT FOR PUBLIC DISCUSSION

Draft 4 – May 20, 2019

Doc # 00124

Draft Agreement in Principle for the SWP Water Supply Contract Amendment for Water Management

This straw proposal for a draft Agreement in Principle (AIP) is from the Consolidated Talking Points as of May 30, 2018 from the contract amendment negotiations. Many provisions are under discussion and the workgroup will update the Draft AIP after future public negotiations. [Format used in this document is preliminary and is subject to revision.]

DRAFT Proposed Project Objective

The California Department of Water Resources and the PWAs have agreed to the following proposed project objective for amending the SWP water supply contract:

- 1) Supplement and clarify terms of the SWP water supply contract that will provide greater water management regarding transfers and exchanges of SWP water within the SWP service area;

I. PRINCIPLES TO ACHIEVE DRAFT PROPOSED OBJECTIVE FOR WATER MANAGEMENT TOOLS AND ACTIONS

1. Water Transfers.

- 1.1. **Terms of a Transfer Agreement:** The PWAs shall determine duration and compensation for all transfers; this includes allowing single, Transfer Packages and multi-year transfers to be as long as the remainder of the term of the contract.
- 1.2. **Transfer Package Definition:** A Transfer Package is comprised of two or more transfer agreements between the same PWAs. If a transfer package is presented to DWR for approval, DWR shall consider each proposed transfer within the package at the same time and shall apply the transfer criteria listed below in the review of each transfer. DWR shall not reclassify a Transfer Package or Transfer as an exchange.
- 1.3. All contract language in Article 56(d) and language related to the Turnback Pool shall be removed.

2. Water Exchanges.

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Draft 4 – May 20, 2019

Doc # 00124

- 2.1 Article 56(f) will be revised to include language permitting consideration of hydrology under a bona fide exchange and will include the following criteria for return ratios:

For SWP allocations $\geq 50\%$, return ratio is up to 2: 1

For SWP allocations > 25 and $< 50\%$, return ratio is up to 3: 1

For SWP allocations $>15\%$ and $\leq 25\%$, return ratio is up to 4: 1

For SWP allocations $\leq 15\%$, return ratio is up to 5:1

- 2.2. The PWAs shall use the applicable return ratio using the SWP allocation at the time the exchange transaction is executed between the PWAs.
- 2.3. Notice to Contractors 17-11 Attachment A, Section A, Bona Fide Exchanges, Item 4 Cost compensation reads as follows: Maximum cost compensation for a bona fide exchange may not exceed the exchanging PWAs combined conservation facilities, transportation facilities, and fixed charges (capital and minimum charges including capital surcharges). The allocation percentage in the denominator of the compensation calculation will be set by the SWP allocation which has incorporated the May 1 monthly Bulletin 120 runoff forecasts. If exchanges are requested prior to the allocation identified above, DWR will provide timely approval with the obligation of the PWAs to meet the requirement of the maximum compensation – if the compensation exceeds the maximum, the PWAs will re-visit the agreement and adjust the compensation. If a cost adjustment is made, the PWA must notify DWR.

3. Transfers and Exchanges, including Transfers and Exchanges using Carryover Water in San Luis Reservoir (SLR).

- 3.1. **Buyers and Sellers in Same Year.** PWAs may be both buyers and sellers in the same year and enter into multiple transfers and/or exchanges in the same year.
- 3.2. Basic Criteria Required for Proposed Transfers and Exchanges.
- 3.2.1 Transfers and exchanges must be transparent.
- 3.2.2 Transfers and exchanges must not harm non-participating PWAs.
- 3.2.3 Transfers and exchanges must not create significant adverse impacts in a PWA service area.
- 3.2.4 Transfers and exchanges shall comply with all applicable laws and regulations.

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- 3.2.5 Transfers and exchanges shall be scheduled only if they do not impact normal SWP operations.
- 3.2.6 Transfers and exchanges shall not impact the financial integrity of the SWP.
- 3.2.7 A PWA may petition the DWR Director for an exception in the following cases. In each case, the PWA must provide explanatory information to the DWR Director.
- A transfer or exchange does not meet the basic criteria, but the PWA feels that there is compelling need to proceed with the transfer or exchange.
 - A PWA that has received water in a transfer or exchange cannot deliver all of the water from the transaction in the same calendar year and wishes to carry over the water in its name.

The DWR Director shall have discretion to approve exceptions.

3.3. Dispute Resolution Process, Prior to Executing an Agreement. PWAs and DWR shall comply with the following process to resolve disputes if a PWA that is not participating in the transfer or exchange claims that the proposed transfer and/or exchange has a significant adverse impact.

- 3.3.1 Any claim to a significant adverse impact may only be made after the submittal of a term sheet to DWR and before DWR approves a transfer/exchange agreement.
- 3.3.2 In the event that any dispute can't be resolved among the PWAs, DWR will convene a group including DWR (the Chiefs of SWPAO, Legal, and Operations or their designees) and the PWA parties involved (PWA representatives to be chosen by each PWA party). Any PWA claiming an adverse impact must submit written documentation to support this claim and identify a proposed solution. This documentation must be provided 2 weeks in advance of a meeting of the group that includes SWPAO, Legal, Operations and the involved PWA representatives.
- 3.3.3 If this group can't resolve the dispute, the issue will be taken to the Director of DWR.

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Doc # 00124

- 3.3.4 The DWR Director's decision will be the final.
- 3.4. **Water Delivery Priorities:** Exchange and transfer water shall be scheduled in accordance with Article 12 (f) priorities retaining the associated priority level. The transfer water will not have the protection of Article 14(b) and the delivery cannot impact any other PWAs.
- 3.5 Although DWR will not be a party to any transfer or exchange agreement between the PWA's, DWR and the PWAs shall enter into an agreement to address DWR's role in effectuating the transfer or exchange. Such agreement shall include certain standardized provisions designed to protect SWP operations, finances and liability, along with other provisions tailored to the particular transaction or as otherwise agreed among DWR and the PWAs.
- 3.6 **Timely Processing.** DWR will timely process requests to be incorporated into the schedule to deliver water that given year.
- 3.7 **Shortages:** In regards to shortages, DWR retains authority as set forth in Article 18(a).
- 3.8 **Article 21.**
- 3.8.1 Tulare Lake Basin Water Storage District, Empire Westside Irrigation District, Oak Flat Water District, and Kings County may transfer a portion of their Article 21 water to another PWA.
- 3.8.2 The DWR Director, in his or her discretion, may approve the transfer of a portion of other PWA's allocation of Article 21 water to another PWA where there is a special need for the transfer. The Department will prepare criteria to be applied for the review of a PWA request to transfer Article 21 water. This will not impact the Department's process for allocating Article 21 water.
4. **PWA Due Diligence.**
- 4.1 Each PWA participating in an exchange or transfer shall confirm the following in a resolution or other appropriate document approving the transfer or exchange, including the use of stored water/carryover water, if applicable, provided to DWR as follows:
- 4.1.1 That the PWA has complied with all applicable laws for this transfer/exchange and shall specify the notices that were provided to the public agencies and the public regarding the proposed transfer or exchange.

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- 4.1.2. That the relevant terms of the transfer/exchange have been provided to all State Water Project PWAs and the SWC Water Transfer Committee;
 - 4.1.3. That the PWA is informed and believes that this transfer/exchange will not harm other SWP PWAs, or impact SWP operations.
 - 4.1.4. That the PWA is informed and believes that the transfer/exchange will not affect its ability to make all payments, including payments for its share of the financing costs of DWR's Central Valley Project Revenue Bonds, when due, under its water supply contract.
 - 4.1.5. That the PWA has considered the potential impacts of the transfer/exchange within the PWA's service area.
- 4.2. Add language to the contract that requires PWAs parties to an exchange or transfer to publicly post and provide information to non-party PWAs. The PWAs and DWR agree that DWR will send a Notice to Contractors to outline the following process related to transparency for transfers and exchanges:

At the time the PWA parties submit the Contract Information Form to DWR, they will provide the Contract Information Form to the non-party PWAs. During the time period beginning with the PWA parties submitting the Contract Information Form to DWR and the time before there is a final agreement with DWR for storage or conveyance, the PWA parties will publicly post information regarding the transfer or exchange. If applicable, the PWA parties will request the State Water Contractor Board to support the water transfer. If the State Water Contractor board votes to support the transfer or exchange, the General Manager will send a letter of support to DWR and to the non-party PWAs. Once a storage or conveyance agreement is completed it will be provided to the non-party PWAs.

- 4.3. If requested by the DWR Director with respect to any confirmation of Basic Criteria for Transfers, Exchanges and Carryover Water, the PWA shall cooperate with DWR in providing DWR with information supporting the basis for the confirmation or basic criteria.

5. Stored Water/Carryover Water.

- 5.1. **Store and Transfer SWP Water in the Same Year.** Modify Article 56(c)(4) and any other applicable sections to allow PWAs to store and transfer Table A water in the same year and modify Article 56(c) and any other applicable

DRAFT WORKING DOCUMENT FOR PUBLIC DISCUSSION

Draft 4 – May 20, 2019

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sections to allow a PWA to transfer Table A water to another PWA's service area. DWR will continue to coordinate through the PWAs under the existing SWP contracts.

5.2 **Carryover Water Program:** Carryover Water Program shall require transfers and/or exchanges of carryover water in years of need, as confirmed by the receiving PWA, to meet the following criteria:

- 5.2.1 Carryover water available for transfer or exchange in this amendment is defined only as stored water described in Article 56(c)(1) and 56(c)(2) and not 12(e).
- 5.2.2 Carryover water may only be exchanged or used in single-year transfers.
- 5.2.3 The PWA purchasing the carryover water must take delivery, in its service areas, unless an exemption is granted under 5.2.8.
- 5.2.4 A PWA may transfer or exchange up to 50% of its carryover water.
- 5.2.5 A PWA may transfer/exchange greater than 50% of its carryover water, if the PWA demonstrate that the transfer or exchange of carryover water will not prevent it from meeting critical water needs in the current year or the following year and obtain approval by DWR Director.
- 5.2.6 All transfer and exchange of carryover water are subject to section 4.2.
- 5.2.7 The PWA receiving the water must confirm that the PWA has a need for that water for use within its service area during the current year unless an exception is granted under 5.2.8.
- 5.2.8 A PWA may request an exception for the following, but not limited to, from the DWR Director:
 - 5.2.8.1 For any exceptions to the criteria listed above;
 - 5.2.8.2 Requests for the transfer and exchange of stored (or carryover) water prior to this water being displaced; and
 - 5.2.8.3 Using San Luis Reservoir as the transfer/exchange point.

II. ENVIRONMENTAL REVIEW PROCESS

DRAFT WORKING DOCUMENT FOR PUBLIC DISCUSSION

Draft 4 – May 20, 2019

Doc # 00124

1. DWR and the PWAs agree that this AIP is intended to be used during the environmental review process for the California Environmental Quality Act (CEQA), to define the proposed project description for the purposes of CEQA, and to permit the next steps of the SWP water supply contract amendment process, including scoping and the preparation of the EIR. The AIP principles are not final contract language and do not represent a contractual commitment by either DWR or the PWAs to approve any proposed project or to sign contract amendments. By concurring with the AIP, DWR and the PWAs express their intent to move forward with the CEQA process with DWR as lead agency and the PWAs as responsible agencies, and ultimately develop a proposed project consisting of contractual amendments consistent with the AIP principles and prepare the EIR for consideration by DWR and the PWAs.
2. At the end of the CEQA process and in compliance with CEQA, DWR and the PWAs will each individually evaluate the EIR and contract amendments, exercise their independent judgment, and determine whether or not to certify the EIR, approve the proposed project and sign the contract amendments or to approve an alternative project. Consequently, even though DWR and the PWAs have agreed to the AIP for the purposes described in the preceding paragraphs, DWR and each PWA retain their full discretion under CEQA to consider and adopt mitigation measures and alternatives, including the alternative of not going forward with the proposed project.




CENTRAL COAST WATER AUTHORITY

MEMORANDUM

June 17, 2019

TO: CCWA Board of Directors

FROM: Ray A. Stokes
Executive Director 

SUBJECT: State Water Contractors FY 2018/19 Accomplishments and FY 2019/20 Goals

DISCUSSION

CCWA is a member of the State Water Contractors organization (SWC). The SWC was formed in 1981 to be a conduit between 27 of the 29 SWP Contractors and DWR and it is the main forum where most of the discussions regarding DWR operations of the State Water Project occur.

Attached is a brief summary of the SWC organization, it's function, organizational overview and purpose.

During the May 2019 SWC Board meeting, SWC staff presented the attached FY 2018/19 accomplishments and FY 2019/20 goals. This is presented as an informational item for the CCWA Board's review.

CCWA staff will highlight some of the more significant accomplishments and goals at the CCWA Board meeting.

RAS

Attachments

**STATE WATER CONTRACTORS
FY 2018-19 ACCOMPLISHMENTS**

BUSINESS PROCESS

Budget - Monitor and promote DWR's development and management of a SWP budget to minimize annual variances and optimize reasonable revenue requirements

- SWC staff provided standardized reports and summary overviews of DWR's B132-19 draft budget data to the OME Committee, Delta Committee, and Audit-Finance Committee, to assist with the review of the 2020 Statement of Charges.

Financial Projections - Monitor and promote DWR's analysis, development and management of SWP's cost trends to maximize operational readiness at an optimal cost level ensuring long-term affordability

- SWC staff continues to develop financial modeling to assist Contractors in decisions regarding participation in programs such as Delta Conveyance, Sites Reservoir, South of Delta Storage, Dry/Average Year Transfer Programs, and Future SWP Energy Costs/Implementation of Renewable Energy.
- SWC staff supports the SWP capital programs by developing materials that assist Contractors in understanding and evaluating financing options and addressing financing policy decisions.
- SWC staff worked with DWR to develop budget and cost reports related to the February 2017 Oroville Spillway Event. Staff will continue working with DWR to determine final costs.
- SWC staff worked with a small Contractors' workgroup to develop draft financial management levels of service for the DWR Asset Management Project.

Financial Resources, Revenue Requirements, and Investments - Monitor and assess DWR's State Water Project financial performance with regard to operational goals, budgets, financial targets, and forecasts to maximize use of available revenues and optimize determination of revenue requirement

- SWC staff provided analysis, isolating the causes of recent unexpected increases in the Contractors' Statement of Charges and providing a summary of increases in the Contractors' Transportation Minimum Charge Component.
- SWC staff provided analysis and overview of the SWP indirect and direct cost allocations including a review of actual minimum costs from 2007 to 2018 to determine the percentage of indirect costs being allocated to each of the SWP reaches.
- SWC staff worked with the legal team to draft contract language based on the June 2018 Agreement in Principle concerning Objective 1, Water Management Tools.

SWRDS Capital Development and Investment in Capital Infrastructure - Monitor and assess DWR's State Water Project capital infrastructure goals, budgets, financial targets, and forecasts to maximize debt financing and investment ensuring stable and level capital revenue requirements

- SWC staff provided Contractors and DWR with an example of a long-term financing plan used to disclose forecasted capital costs and corresponding financing options used in financial management policy discussions and budgeting business processes.

Business Process Control Activities and Environment - Monitor and promote DWR's internal control directives, activities and environment to minimize financial risk, ensure financial integrity and maintain reporting reliability

- SWC staff worked with the Contractors' SWP Reporting Strategy Workgroup to develop business requirements for a reporting dashboard for the SWP.

- SWC staff continues to coordinate with the Energy Committee and with DWR Power and Risk Oversight Office (PARO) to identify and establish the reporting objectives that Contractors want met in energy reporting.
- SWC staff continues to work with DWR State Water Project Analysis Office (SWPAO) to implement a comprehensive solution to the Revenue Bond Springing Amendment. SWC staff will continue to work with SWPAO and their consultants to develop analysis and materials to assist Contractors in solution decisions.
- SWC staff continues to work with DWR State Water Project Analysis Office (SWPAO) to develop a comprehensive list of outstanding critical financial projects including criteria for prioritizing list for future development of a financial work plan and balancing of critical personnel resources.
- SWC staff has continued to work with DWR's Protest Resolution staff with a goal to provide closure on protest items, which includes either resolution or determining the necessity of filing a claim against DWR. To date, 194 of the 385 identified items have been resolved and removed from the protest item list. Another 20 are complete pending review by the Contractors. An additional 115 are being actively worked on.
- SWC staff continues to work with the Contractors' auditors. SWC has proposed standardized auditing categories to assist with the Contractors' development of a proposal to DWR addressing the prevention of errors or irregularities, identification of accounting problems, and ensuring that corrective action is taken.

Cash-flow - Monitor and promote DWR's development and management of a SWP cash-flow statement(s) and business process to ensure short-term and long-term SWP cash availability regardless of project purpose

- SWC staff continues to review and monitor DWR's quarterly cash-flow reports.

ENERGY OPERATIONS

Strategic SWP Power and Transmission plan

- Obtained SWC Board recommendation and DWR concurrence that SWP participate in San Luis Transmission Project.
- Stood up the DWR Risk Oversight to provide SWC principals an opportunity to coordinate with DWR executives on energy matters. The ROC allows coordination with DWR at all levels and provides direction and feedback to work groups.
- The SWC Energy Committee provided regular briefings to SWC advocates and members of the legislature on legislative and regulatory matters that impact the SWP.

Near-term Risk Management - Stand up the DWR Risk Oversight Committee with executive representation from SWC and DWR to establish priorities and implement collaborative approach to confront risks confronting SWP.

- Agreed to modification in hedging program based on review of effectiveness of short-term (one-year ahead and less) purchases and sales in coordination with PARO, SWPAO and Operations Control Office. This aligns with the Objective because the hedging program affects SWP energy costs.
- Obtained Risk Oversight Committee agreement for SWC and DWR to conduct collaborative outreach to educate public and thought leaders about the how the SWP supports the State carbon reduction policy. This aligns with the objectives because it is the basis of coalition building to protect the SWP and increases understanding of how the SWP now and in the future can realistically fit into CA's climate change efforts.

Greenhouse Gas/Renewables Policies - Engage in regulatory and legislative activities associated with Carbon Reduction and Renewable Acquisitions.

- Worked with CMUA to address issues with legislation that could impact the SWP.
-

Defend SWP against Energy Liabilities and Claims – Assure proper legal representation for energy matters before FERC, CAISO, and utilities.

- Utilized SWC Member legal counsel with expertise at FERC and outside FERC counsel to maintain SWC presence in targeted proceedings at FERC related to transmission charges.

FERC Relicense Settlement

- Filed opposition to Butte and Plumas County request that the California Supreme Court overturn a lower court ruling that federal law preempts California Environmental Quality Act in Oroville relicensing. Monitored relicensing activities associated with SoCal facilities.
- Fulfill advisory role through participation in the Oroville Relicensing Settlement Agreement Supplemental Benefits Fund and Oroville Recreation Advisory Committee advisory role

INFRASTRUCTURE

Oroville Dam Spillway Restoration and Comprehensive Needs Assessment - Track progress, cost, and operations impact related to the restoration of the Oroville Dam spillway following the February 2017 erosion event. In addition, track progress, costs, and follow-up projects/studies related to the new Comprehensive Needs Assessment for the entire Oroville facility.

- Staff and the OME Committee continued to work with DWR in the monitoring of the work associated with the Oroville Dam spillway recovery construction. To keep members informed on progress milestones, staff provided numerous DWR news releases in addition to update presentations at Board meetings and at the OME Committee.
- Regarding the actual construction progress on the Oroville Dam recovery, DWR's contractor (Kiewit) met the final deadline for the completion of stage two on the upstream half spillway work. The spillway was functional by November 2018, and was successfully used for the first time in April 2019.
- A separate discussion forum was established with DWR and the independent review board to receive quarterly updates on the progress of the \$20M comprehensive needs assessment study for the entire Oroville Dam facility. Three meetings were held during the fiscal year.
- SWC staff, in conjunction with member agencies, continued to track the status of FEMA reimbursements.

SWP Dam Safety - Track progress, cost, and operations impact for all SWP Dam safety related activities. Concentrated focus in FY 2018-2019 will be on Sisk Dam Seismic Stability, Perris Dam outlet and emergency release channel, Castaic Dam outlet tower/spillway/abutment, and any new dam safety related activities in FY 2018-2019.

- Staff and the OME Committee greatly elevated the tracking and review of DWR's expansion of their formal Dam Safety program and elevated FERC and DSOD focus/requirements for all SWP dams following the Oroville Dam spillway incident. Discussions covered the actual process of establishing the overall Dam Safety Office as well as DWR's actions initiated at the request of FERC and/or DSOD. Actions accomplished included DWR (using consultants) completing phase 1 spillway inspections and assessments of the spillways of the other seven major SWP dams (Castaic, Pyramid, Cedar Springs, Del Valle, Antelope, Frenchman, and Grizzly Valley). The inspections lead to immediate minor repair actions in addition to recommendations on follow-up repairs and investigations.
- Staff and the OME Committee continued to work with DWR on their plans and actions related to the Perris Dam outlet tower and Castaic Dam's outlet tower, spillway, and abutment stability remediations.
- Staff continued to engage with the USBR on the Sisk Dam stability remediations and participated in the value engineering study for the 30% design.

Aqueduct Subsidence, Liner Integrity and SWP Capacity Retention/Reliability — Work with DWR in determining the quantity, rate, and capacity reduction impacts of subsidence in the San Joaquin Valley. Target projects/repairs to assure capacity is restored or preserved to assure long-term operational reliability

- Staff and the OME Committee were highly focused on DWR’s study of Aqueduct subsidence and the actual short-term actions (construction) to help maintain operation in the flow restricted areas of the Aqueduct. Staff provided updates to the SWC Board.
- Staff has been involved with workshops and discussions with DWR as they elevated the subsidence program and work towards medium- and long-term solutions.

Edmonston Pump Replacement/Refurb - Track performance/efficiency of four new units. Work with DWR in the value engineering process to select action (replacement vs. refurbishment) for aging cast wing units

- Staff and the OME Committee continued to work with DWR in the monitoring of the work associated with the Edmonston pumping plant unit refurbishments.
- Significant progress has been made on the latest refurbishment of the pump/motor of unit 7.

SWP Asset Management - Work with DWR as they develop/document/implement an asset management system and capital improvement program including assessing vulnerabilities, the required risk mitigation strategies and management policy and objectives

- Staff and the OME Committee continued to work with DWR in monitoring the progress of the new Asset Management (AM) program. Staff and a subset of member agency reps participated in a “Levels of Service” workshop with DWR and their consultant. Staff are also working on ensuring this program is integrated with improvements in budgeting and financial planning efforts.
- Other accomplishments by DWR/consultants include completion of: development of an AM policy, detailed facility risk assessment, condition assessment program feedback loops, and pilot inspection technologies.

Hyatt Unit 1,3,5 new runners, bearings, TSV refurb - Track progress, cost, and operation impact for the replacement of new runners and bearings for units 1, 3, 5 to restore reliability and eliminate high down-thrust loads

- Staff and the OME Committee continued to work with DWR in monitoring the refurbishments of Hyatt Unit 1 (the first of the three units scheduled for new runners).
- The new Unit 1 runner is in the plant and all machining has been completed on the unit’s housing and turbine shutoff valve; the project progressed to the reassembly phase. Recommissioning of the unit is expected by the end of 2019.

Thermalito Plant Post-fire rebuild - Track the progress, cost, and operation impact related to the restoration and modernization of the Thermalito plant

- Staff and the OME Committee continued to work with DWR to monitor the status of the Thermalito Plant post-fire clean-up, recovery, and restoration and receive specific reports on a regular basis.
- Work on plant restoration and unit refurb was completed. Units are now in process of testing for official commissioning.

Control System Upgrade - Track progress, cost, and schedule on the implementation of phase IV of the control system upgrade, which involves upgrading SWP plants south of the Delta

- Staff and the OME Committee continued to work with DWR to monitor the status of the Control System upgrade by holding special update meetings with the project managers. Work progressed in San Luis and Southern Field Divisions.

- Controllers for Dos Amigos units 1, 2, 3, 4 were installed and commissioned. Pine Flat Generation Plant controller was installed and equipment procurement completed for Dos Amigos and Gianelli plants.

Fire System Modernization – Track the design and implementation of DWR’s new corrective measures and proactive fire systems to increase personnel safety and prevent catastrophic fires in SWP facilities

- Staff and the OME Committee continued to work with DWR to monitor the status of the fire system modernization project which developed after the fire at the Thermalito plant.
- Fire system modernization construction was completed for Oroville Field Division (Hyatt, Area Control Center, control buildings, and Thermalito plant).
- The design of the fire system modernization was completed for the San Luis Field Division.

Motor/Generator/Valve Refurbishments - Track progress, cost, and schedule and operational impact of motor, generator, and major valve replacements or refurbishments within SWP plants (long-term, routine task)

- Staff and the OME Committee continued to work with DWR in the monitoring of the various motor and generator refurbishments throughout the SWP.
- DWR completed or is currently performing work on 15 motor/generator/pump/valve refurbishments in FY 18-19.

SCIENCE

OCAP and Regulatory Compliance - Collaborate with DWR to improve Delta Compliance Committee to facilitate planning and implementation of required habitat and other non-operational RPAs under OCAP Biological Opinions

- SWC and Member Agency staff have been working on a plan for resetting the DCC to meet SWC needs, including working with Hallmark Group regarding their recommendations for how to move the DCC forward.
- Staff attended several meetings with DWR staff to discuss costs, cost sharing with BOR, and how to reinstate the DCC.
- Staff reengaged the Bay Delta Work Group after a long hiatus.

Collaborative Adaptive Management Team - Participate in Collaborative Adaptive Management Team through membership on CAMT, identification and formulation of study projects and involvement in work efforts of scoping teams; define and fund key scientific investments in collaboration.

- Staff participated in preparatory meetings for CAMT and the CSAMP Policy Group, and briefed Policy Group members on agendas.
- Staff attended CAMT and CSAMP Policy Group meetings.
- Staff received requests for funding of multiple CAMT studies, requested/requesting Board approval for these studies. They include: facilitation and support of CAMT and CSAMP Policy Group meetings; Phase I of the Delta Smelt SDM study by Compass; Denise Reed’s Delta Smelt Science Plan; Implementation of the Delta Smelt Science Plan; modeling for Delta salmon rearing habitat; work on variables associated with Delta Smelt occupancy and survival; and a publication on factors affecting Delta Smelt entrainment.

Municipal Water Quality Investigations Team - Participate in Municipal Water Quality Investigations Team meetings and define area of alignment with SWC Science Program objectives; identify potential scientific investments to fund that help achieve SWC Science Program objectives for non-operational stressor reduction while enhancing efforts to provide safe municipal water supply.

- Executed agreements transferring the MWQI program from SWPCA to the SWC, and for MWQI facilitation and technical support.
- Staff coordinated with MWQI on science projects that inform both MWQI and the SWC Science Program.
- Staff attended the MWQI annual meeting.

Entrainment Effects - Define and fund key scientific investments in factors that lead to entrainment and entrainment effects that will improve management of ESA fish species; routing probabilities of fish into South Delta and SWP/CVP facilities, fish detection and identification; and non-operational stressor reduction.

- Funded studies totaling \$140,859:
 - Funded a 14-month research project at USGS to analyze acoustic telemetry data on winter run Chinook salmon for a cost of \$97,695.
 - Funded ICF to conduct mandatory fish handling training for a Delta Smelt prescreen loss study for a cost of \$43,164.
- Requesting funding for RMA, Ecometric, and ICF to publish a manuscript on factors affecting Delta Smelt entrainment for a cost of \$82,132 (through CAMT).

Non-operational stressor reduction - Identify areas of scientific investigation on non-operational stressors, identify gaps in understanding and define needs for the SWC Science Program, and fund studies to reduce uncertainties related to SWC needs.

- Funded studies totaling \$544,478:
 - Funded a Sea Grant Delta Science Fellow to study how hatcheries and non-native predators interact to affect juvenile salmon behavior and survival for a cost of \$159,614.
 - Funded a 16-month research project at UC Davis to study the effects of toxicity in the Sacramento River near Hood for a cost of \$180,000.
 - Funded CSU Maritime and SFSU to study phytoplankton enumeration as part of the Operation Baseline studies for a cost of \$34,864.
 - Funding for SFSU to conduct zooplankton studies for the Sacramento River Nutrient Change Study for a cost of \$170,000.

Management tools - Identify and fund development of tools to investigate effects of management actions (such as operations or habitat restoration) on population dynamics (e.g. Winter-Run Life Cycle Model, adaptive management processes).

- Funded studies totaling \$644,011:
 - Funded a 3-year study at UC Davis to sequence the Delta Smelt genome and improve monitoring of population size \$175,511.
 - Funded Cramer Fish Sciences to conduct multiple studies necessary to develop eDNA as a monitoring tool for Delta Smelt for a cost of \$358,000.
 - Funded Phase I of a Delta Smelt structured decision-making effort by Compass for a cost of \$25,000 (through CAMT).
 - Funded Integral Consulting to conduct a technical review of the NMFS Chinook salmon life cycle model for a cost of \$42,000.
 - Funded Denise Reed to develop a long-term Delta Smelt Science Plan for a cost of \$43,500 (through CAMT).
 - Requesting funding for studies totaling \$75,298:
 - Requesting funding for Denise Reed to guide implementation of the Delta Smelt Science Plan for a cost of \$15,000 (through CAMT).
 - Requesting funding for Erica Fleishman to conduct modeling and publish a manuscript on factors that affect occupancy and abundance of Delta Smelt related to fall outflow for a cost of \$60,298 (through CAMT).
-

Habitat - Investigate benefits of habitat restoration to fish populations and implement studies on potential habitat restoration projects to support California EcoRestore and other restoration efforts.

- Funded studies totaling \$506,189:
 - Funded a 12-month study at UC Davis and UC Santa Cruz to develop baseline data for fish growth and food production on the Sutter Bypass for a cost of \$114,189.
 - Funded a 19-month study at UC Santa Cruz to evaluate life history diversity of spring-run Chinook salmon in Butte Creek for a cost of \$162,000.
 - Funded an 18-month research study to monitor coastal tributaries for presence of longfin smelt for a cost of \$125,000.
 - Funded a study at USGS to evaluate how physical habitat features influence the distribution of Longfin Smelt and, any effects this may have on interpretations of the long-term monitoring data, for a cost of \$105,000.
 - Requesting funding for RMA to conduct modeling for the Delta salmon rearing habitat effort for a cost of \$23,000 (through CAMT).
-

Outflow - Identify and promote effective monitoring and synthesis of ecosystem responses to outflow.

- Funded a 12-month study at ICF analyzing data from the Suisun Marsh Salinity Control Gate Action from the Delta Smelt Resiliency Strategy for a cost of \$68,415.
-

Science Development - Support and identify collaborative scientific efforts for the protection and management of ESA species and enhancement of ecosystem habitats including supporting scientific studies, attending meetings, conducting workshops, pursuing grant funding opportunities, etc.

- Hired a science manager to coordinate science activities for the SWC. With the assistance of Member Agency staff, embarked on developing a structure, practices, and processes for the SWC Science Program.
- Identified topic areas of significance for SWC-funded science projects. Vetted objectives with Member Agency staff. Objectives will be used when identifying future projects to fund.
- Discussed funding priorities with Member Agency staff. Identified how science program objectives interface with funding priorities.
- Established a peer review process for proposals. Established workflows for contracts, including vetting, Board approval, contracting, invoicing, and tracking deliverables.
- Assumed responsibility for fourteen SFCWA contracts, including projects that were partially funded by SFCWA and those that the SWC funded. Ensured the body of science in these projects carried forward.
- Established a SWC science communications group, and a broader PWA science communications group. Established science brown bags on topics of interest for Member Agency staff.
- Worked with staff from Fiona Hutton & Associates to determine initial strategies for communicating about SWC science activities and the science program. Initial efforts included posts on social media, as well as an effort to highlight researchers funded by the SWC in a Q&A format.
- SWC-funded science was showcased at the 2018 Bay-Delta Science Conference and the 2019 Interagency Ecological Program Annual Workshop
- Funded studies totaling \$30,000:
 - Funded Compass Resource Management to assist with Governance for the Voluntary Agreement for a cost of \$5,000
 - Funded ITN to produce a video segment on SWC-funded science and complexity of Delta issues for the AFS Annual Meeting for a cost of \$25,000.

WATER SUPPLY

California WaterFix - Proceed with Implementation Activities including SWRCB Change Petition, support set-up of the Finance and Construction JPAs, and engage on various lawsuits

- The hearings to consider the water rights change petition to implement California WaterFix concluded.
 - The California WaterFix Construction and Finance JPAs were formed and began meeting.
 - SWC staff worked with DWR, member agencies, and CVP water users to develop water supply and cost allocation methodologies.
 - Ongoing updates on the status of California WaterFix, including associated estimated water supplies and costs, have been presented to SWP contractors.
 - SWC and member agencies staff are coordinating with DWR on planning a path to move forward with a modified conveyance project consistent with direction from the Governor.
-

Water Management Contract Amendment - Coordinate SWP Contractors involvement in Contract Amendment discussions on California WaterFix Cost Allocation and Water Management Activities

- SWP contractors, with support of SWC staff, completed negotiation sessions with DWR on terms on a Water Management Contract Amendment, to both provide water management tools and allocate costs and benefits of the California Water Fix.
 - The draft environmental documentation was completed and released in October 2018.
-

Coordinated Operations Agreement - Coordinate with DWR and SWC members in developing information for and participating in discussions of the COA periodic review

- SWC staff and representatives participated in a series of meetings, both policy and technical, with DWR, the Bureau of Reclamation, and CVP water users to discuss the COA periodic review.
 - SWC staff and representatives worked with DWR to develop technical information and strategy for discussions on the COA periodic review.
 - SWC staff and representatives participated in and concluded negotiations on the 2018 Addendum to the COA.
-

Long-term Operations Reconsultation - Participate in the CVP/SWP Long-term Operations reconsultation process for development of near-term project operations and associated biological opinions.

- In response to the October 19, 2018 Presidential Memorandum, SWC staff and representatives have been participating as Public Water Agency representatives in policy, legal, and technical level meetings with DWR, Reclamation, and the fishery agencies on an accelerated timeline.
 - SWC and member agency staff reviewed and provided input on the Biological Assessment and are engaged in reviewing and providing input on the available sections of the draft Biological Opinions.
-

State Water Resources Control Board Activities - Present testimony and participate in hearings on updating the Bay-Delta Water Quality Control Plan and related activities such as San Joaquin River water rights and illegal diversions; and participate in Voluntary Settlement Agreement discussions

- SWC collaborated with DWR, Reclamation, and other water users to develop a proposed Voluntary Agreement outlining flow and habitat actions for use by the State Water Resource Control Board in the water Quality Control Plan update.
- SWC led water user efforts to define the actions and develop a project description for the Voluntary Agreements, including work on the governance workgroup and in the policy workgroup.

Delta Plan - Coordinate with DSC staff and board to ensure revisions to the Delta Plan are consistent with SWC planning and operations

- SWC staff and representatives provided comments on the synthesis reports to support the ecosystem amendment process for Chapter 4 of the Delta Plan, which directs agencies to restore aquatic habitat and improve water quality. Input included consideration of climate change, appropriate planning horizon, adaptive management lessons learned, and best available interdisciplinary science.

Facilitate Water Transfers - Work with DWR and potential sellers in the Sacramento Valley to implement dry year transfers when conditions warrant. Work with DWR to improve flexibility of Table A water transfers

- SWC staff worked with member agencies and DWR to develop a 2018 dry-year transfer program. This effort led to agreement with over a dozen sellers to purchase about 150,000 AF of additional water north of the Delta.
- A 2019 dry year transfer program was initiated by SWC staff, but did not move forward due to lack of summer conveyance capacity.

Upstream Water Supply Augmentation - Work with CVP Contractors and upstream water users to identify water supply operations to address existing and potential regulatory obligations

- SWC participated in discussions and coordination of a water purchase in the spring of 2019 from the San Joaquin watershed to provide both environmental flows and augment project water supply. The water purchase was not moved forward due to the wet hydrology of 2019.
- Work continued, in coordination with upstream water users, on both the Sacramento and San Joaquin watersheds to quantify the availability of additional water supplies and identify potential for capturing additional flows at export facilities.

OCAP and Regulatory Compliance - Collaborate with DWR to improve Delta Compliance Committee to facilitate planning and implementation of required habitat and other RPAs under OCAP Biological Opinions

- A review of DWR's Delta Compliance Program project management structure was completed by the Hallmark Group under the direction of SWC and member agency staff. Outcomes of the review are informing a reorganization of the Delta Compliance Program. Outcomes of the review will (1) help plan desired reporting metrics for the DWR/SWC Delta Compliance Committee and (2) provide input of program management approaches that will help DWR and SWP contractors plan the most cost effective approaches to complying with Delta regulations, review the status and costs of Delta compliance projects, maintain up to date forecasts of costs for Delta compliance projects, and ensure that information collected is made available for management decisions.
- A cost sharing agreement between DWR and Reclamation for costs associated with Delta regulatory compliance was signed in December 2018.
- SWC staff and representatives attended the annual Statement of Charges and budget review meeting with DWR staff to review past, current, and projected costs of all activities related to the OCAP Biological Opinion (BiOp) Reasonable and Prudent Alternative (RPA) actions.

Water Operations Improvements - Identify and implement Delta and/or upstream operations strategies to minimize reductions to near term exports and increase water supply reliability using existing facilities or with additional features

- SWC staff and representatives collaborated with DWR, Reclamation, and CVP water users to plan potential implementation of Old and Middle River flow standard modifications during storm flow conditions under the WIIN Act.

Water Operations Evaluation - Develop documentation for ongoing Delta water supply operations including water losses from regulatory actions. Develop analysis tool to evaluate water supply and predict water supply allocations during the runoff season

- Monthly presentations on SWP water operations were made to SWC member agencies. The presentations included estimates of water losses due to implementation of the OCAP Biological Opinions and estimates of potential water supply with implementation of the California WaterFix.
- SWC staff tracked and provided updates on SWP San Luis Reservoir operations, including filling, contractor carryover spill, and Article 21 availability. This included coordination with DWR to understand opportunities and constraints and to provide input as appropriate.
- SWC worked with DWR and member agency staff to review the updated SWP Water Supply Guidelines.

Delta Related Litigation - Defend or intervene in litigation to protect SWP water supply. Pursue methods for State Water Resources Control Board to protect stored water through curtailments and participate in litigation and administrative proceedings that could impact stored water. Continue challenging the CEQA and authority of the Delta Stewardship Council to implement certain Delta Plan activities

- The SWC continues to monitor and participate in cases related to current and proposed SWP water operations.

Collaborative Adaptive Management Team - Participate in Collaborative Adaptive Management Team through membership on CAMT, identification and formulation of study projects and involvement in work efforts of scoping teams; define and fund key scientific investments in collaboration

- The SWC General Manager acts as a Public Water Agency representative on the CAMT and has been involved in directing the management of CAMT efforts.
- Current focus of CAMT activities includes processes for structured decision making, Delta Smelt Science Plan, evaluation of entrainment effects of SWP operations, and efficacy of Fall X2 RPA.
- The SWC provides substantial financial support for this collaborative effort.

Wastewater Discharge and Water Quality Issues - Follow-up on remaining litigation efforts related to Sacramento Regional CSD discharge permits. Participate in development and review of discharge standards for other Delta Watershed dischargers. Participate in processes related to methylmercury regulations

- SWC staff worked with DWR and other signatories to renew the 2011 agreement to fund operations and maintenance of Stockton Aeration Facility. Operations of the Stockton Aeration, along with other actions in the lower San Joaquin River, have contributed to maintaining dissolved oxygen levels meeting the Regional Water Quality Control Board's Total Maximum Daily Load for Dissolved Oxygen.

State Water Project Objectives for FY 2019-2020

Objective	Description	Priority	SWC Assignment
Business Processes			
Budgets	Monitor and promote DWR's development and management of a SWP budget to minimize annual variances and optimize reasonable revenue requirements	●	Ramsay/Lightle
Financial Projections	Monitor and promote DWR's analysis, development and management of SWP's cost trends to maximize operational readiness at an optimal cost level ensuring long-term affordability	●	Ramsay/Lightle
Financial Resources, Revenue Requirements, and Investments	Monitor and assess DWR's State Water Project financial performance with regard to operational goals, budgets, financial targets, and forecasts to maximize use of available revenues and optimize determination of revenue requirement	●	Ramsay/Lightle
SWRDS Capital Development and Investment in Capital Infrastructure	Monitor and assess DWR's State Water Project capital infrastructure goals, budgets, financial targets, and forecasts to maximize debt financing and investment ensuring stable and level capital revenue requirements	●	Ramsay/Lightle
Business Process Control Activities and Environment	Monitor and promote DWR's internal control directives, activities and environment to minimize financial risk, ensure financial integrity and maintain reporting reliability	●	Ramsay/Lightle
Cash-flow	Monitor and promote DWR's development and management of a SWP cash-flow statement(s) and business process to ensure short-term and long-term SWP cash availability regardless of project purpose	○	Ramsay/Lightle
Energy			
Develop SWC Strategic Plan for Energy Supply and Transmission	Build from energy vision document to identify and implement specific actions to address threats and opportunities to SWP operations and economics under Post-2020 Energy Policy	●	Haines
Near-Term Risk Management	Align SWP renewable procurement, hedging transactions and transmission management with Objective #1 Strategic Plan	●	Haines
Complete FERC Relicensing for SWP	Advance solutions for new license at Oroville complex consistent with Settlement Agreement. Monitor relicensing activities associated with the So Cal facilities	●	Haines
Infrastructure			
SWP Infrastructure Reliability	Work with DWR as they develop/document/implement an asset management system and capital improvement program including assessing vulnerabilities, the required risk mitigation strategies and management policy and objectives. Advocate for appropriate priorities and affordability. Provide open and consistent communication on this objective with member agencies and engage SWP policy representatives when needed/requested.	●	Chapman
SWP Capacity Retention	Work with DWR in determining impacts to both delivery capacity and storage within SWP reservoirs due to such items as subsidence in the San Joaquin Valley, machine outages, regulatory requirements, weeds/debris, and water quality. Advocate for projects, repairs, procedures, studies to assure that capacity is restored or preserved to assure long-term operational capacity that meets realistic needs under the current demands and export restrictions. Provide open and consistent communication on this objective with member agencies and engage SWP policy representatives when needed/requested	●	Chapman

State Water Project Objectives for FY 2019-2020

Objective	Description	Priority	SWC Assignment
SWP Infrastructure Safety	<p>Work with DWR and member agencies on studies to assess the seismic vulnerability of the SWP and begin planning/preparing for realistic response and recovery. Work with DWR on the newly expanded focus and regulatory requirements on dam safety to assure timely remediation. Provide open and consistent communication on this objective with member agencies and engage SWP policy representatives when needed/requested.</p> <p>Work with DWR, member agencies, and SWC staff on the affordability process development as well as the annual B-132 budget development to assure proper alignment with the aforementioned objectives. Track and report changes to established budgets of the Divisions of O&M and Engineering to explain/control expenditure increases that eventually effect the Statement of Charges. Provide open and consistent communication on this objective with member agencies and engage SWP policy representatives when needed/requested.</p>	●	Chapman
SWP Infrastructure Affordability	<p>Work with DWR, member agencies, and SWC staff on the affordability process development as well as the annual B-132 budget development to assure proper alignment with the aforementioned objectives. Track and report changes to established budgets of the Divisions of O&M and Engineering to explain/control expenditure increases that eventually effect the Statement of Charges. Provide open and consistent communication on this objective with member agencies and engage SWP policy representatives when needed/requested.</p>	●	Chapman
Science OCAP and Regulatory Compliance	Collaborate with DWR to improve Delta Compliance Committee to facilitate planning and implementation of required habitat and other non-operational RPAs under OCAP Biological Opinions	●	Austin/Febbo
Collaborative Adaptive Management Team	Participate in Collaborative Adaptive Management Team through membership on CAMT, identification and formulation of study projects and involvement in work efforts of scoping teams; define and fund key scientific investments in collaboration	●	Pierre/Austin
Municipal Water Quality Investigations Team	Participate in Municipal Water Quality Investigations Team meetings and define area of alignment with SWC Science Program objectives; identify potential scientific investments to fund that help achieve SWC Science Program objectives for non-operational stressor reduction while enhancing efforts to provide safe municipal water supply.	●	Austin
Entrainment Effects	Define and fund key scientific investments in factors that lead to entrainment and entrainment effects that will improve management of ESA fish species; routing probabilities of fish into South Delta and SWP/CVP facilities, fish detection and identification; and non-operational stressor reduction.	●	Austin
Non-operational stressor reduction	Identify areas of scientific investigation on non-operational stressors, identify gaps in understanding and define needs for the SWC Science Program, and fund studies to reduce uncertainties related to SWC needs.	●	Austin
Management tools	Identify and fund development of tools to investigate effects of management actions (such as operations or habitat restoration) on population dynamics (e.g. Winter-Run Life Cycle Model, adaptive management processes).	●	Austin
Habitat	Investigate benefits of habitat restoration to fish populations and implement studies on potential habitat restoration projects to support California EcoRestore and other restoration efforts.	●	Austin
Outflow	Identify and promote effective monitoring and synthesis of ecosystem responses to outflow.	●	Austin
Science Development	Support and identify collaborative scientific efforts for the protection and management of ESA species and enhancement of ecosystem habitats including supporting scientific studies, attending meetings, conducting workshops, pursuing grant funding opportunities, etc.	●	Pierre/Austin

State Water Project Objectives for FY 2019-2020

Objective	Description	Priority	SWC Assignment
SWC Management			
Accounting	Oversee all financial and accounting operations. Establish financial policies, procedures, controls and reporting systems to ensure accuracy and integrity of financial data.	●	Ramsay
Auditing	Coordinate annual audits with external auditors.	●	Ramsay
Budgeting	Develop and manage the annual budget to maintain affordability and ensure SWC is able to respond to organizational threats, as needed.	●	Ramsay
Contract Management	Works with researchers and outside consultants to draft research/consultant agreements that comply with SWC contracting terms and budgeting guidelines. Ensure timely receipt of project deliverables.	●	Austin/Standlee
Human Resources	Ensure policies and procedures are in compliance with existing laws and regulations and maintain all human resources records. Acts as staff Benefit Officer.	●	Benjamin
Information Technology	Ensure the ongoing reliability and security for SWC's IT infrastructure to safeguard data assets.	●	Standlee
Office Management	Coordinates the business functions of SWC, including office management and Clerk of the Board functions.	●	Benjamin
Treasury	Ensure SWC retains adequate liquidity to meet the needs of its primary business operations and respond to organizational threats, as needed.	●	Ramsay
Water Supply			
California WaterFix	Support JPAs with implementation activities, monitor permitting activities including SWRCB Change Petition and DSC consistency determination, and engage on various lawsuits	●	Pierre
Water Management Contract Amendment	Coordinate SWP Contractors involvement in Contract Amendment discussions on California WaterFix Cost Allocation and Water Management Activities	●	Lightle
Long-term Operations Reconsultation	Participate in the CVP/SWP Long-term Operations reconsultation process for development of near-term project operations and associated biological opinions and CESA permits	●	Febbo/Pierre
State Water Resource Control Board Activities	Present testimony and participate in hearings on updating the Bay-Delta Water Quality Control Plan and related activities; and participate in Voluntary Agreement development and discussions	●	Febbo/Pierre
Delta Plan	Coordinate with DSC staff and board to ensure revisions to the Delta Plan are consistent with SWC planning and operations	●	Pierre
Facilitate Water Transfers	Work with DWR and potential sellers in the Sacramento Valley to implement dry year transfers when conditions warrant. Work with DWR to improve flexibility of Table A water transfers	●	Chapman
Water Supply and Operations Improvements	Identify and implement Delta and/or upstream operations strategies to minimize reductions to near term exports and increase water supply reliability using existing facilities or with additional features (e.g., winter turbidity management). Identify water supply operations and actions to address existing and potential regulatory obligations (e.g., potential WIIN Act operational actions, upstream water supply augmentation).	●	Febbo

State Water Project Objectives for FY 2019-2020

Objective	Description	Priority	SWC Assignment
Water Operations Evaluation	Facilitate discussion and information exchange between SWC members and DWR on current and forecasted SWP water supply operations, included water supply allocations and Oroville and San Luis Reservoir operations. Promote integrated decision making with DWR on issues affecting near-term and long-term SWP water supply operations. Develop documentation for ongoing Delta water supply operations including supply changes from regulatory actions. Develop analysis tool to evaluate SWP water supply and predict water supply allocations during the runoff season	●	Febbo
Wastewater Discharge and Water Quality Issues	Participate in development and review of discharge standards for Delta Watershed dischargers. Participate in processes related to methylmercury regulations affecting the SWP.	○	Febbo
<ul style="list-style-type: none"> ● Priority I (Highest Priority) Objectives ◐ Priority II (High Priority) Objectives ○ Priority III (Medium Priority) Objectives 			



June 11, 2019

The Honorable Toni Atkins
President pro Tempore
California State Senate
Capitol, Room 205
Sacramento, CA 95814

**RE: SB 1 (Atkins) California Environmental, Public Health, and Workers Defense Act of 2019 -
OPPOSE UNLESS AMENDED**

Dear Senator Atkins:

On behalf of the undersigned organizations, we convey our opposition to Senate Bill 1, unless amended. A number of the signatories to this letter previously wrote, May 8, to express concern about the Endangered Species Act provisions of SB 1. The issues identified in that letter have not been addressed, and SB 1 is now being considered in the Assembly. While we continue to seek substantial conversation with you regarding the likelihood for statewide disruptive impacts to the state's water systems should this measure be enacted in its current form – and regarding amendments that would eliminate such impacts - at this time we must move to vigorously oppose it. SB 1 threatens water supply reliability for millions of Californians and jeopardizes efforts to improve the environmental health of the Sacramento and San Joaquin River watersheds. This attempt, through a state statute to codify federal regulations governing water project operations in the Sacramento-San Joaquin Delta – an unprecedented act – will create chaos in California water and could prevent the Newsom Administration from using the best available science to improve conditions for at-risk fish species in the Delta under the Porter-Cologne Water Quality Control Act, the California Endangered Species Act, and other state environmental laws.

The language in SB 1 is extremely problematic and is likely to have unintended consequences. As an example, in its present form SB 1 would prohibit any adjustments to the incidental take level for Delta smelt at the State Water Project pumping plant established in the 2008 Delta smelt biological opinion, notwithstanding new scientific understandings based on improved fish monitoring and research conducted over the last decade. SB 1 would deprive both state and federal agencies the kind of flexibility they have used in recent years, to better protect Delta smelt and operate the State Water Project and Central Valley Project. As written, SB 1 could result in the shutdown of the State Water Project pumping plant for months due to the detection of a single Delta smelt. Meanwhile, there is great uncertainty over the legality of SB 1 efforts to subject the Central Valley Project to the California Endangered Species Act and this could result in a disparity of pumping requirements between the SWP and CVP harming SWP operations. We urge you to delete the provisions of SB 1 (Government Code Sections 120060, 120061) that seek to dictate how federal agencies implement the federal Endangered Species Act in California.

This very real prospect of chaos threatens to spread far beyond the Delta and impact literally every user of water in the Sacramento and San Joaquin river watersheds. As you know, the State Water Resources Control Board is in the process of updating its Bay Delta Water Quality Control Plan. State and public water agencies, environmental groups and other stakeholders are collaboratively advancing ways to update this plan with voluntary agreements to provide additional flows and fund new habitat and restoration efforts. The uncertainty created by SB 1 on the State Water Project's future operations and environmental responsibilities would make the SWP's participation impossible, resulting in the collapse of the Newsom Administration's voluntary approach to updating the Board's plan.

While we understand the state's desire to serve as a strong voice against Presidential policies on many fronts – including environmental policies – in its current form SB 1 would be counterproductive to the best environmental outcomes with respect to water operations and could severely disrupt the delivery of water throughout most of the state. By interjecting the Legislature into implementing state and federal endangered species laws, SB 1 threatens both the California environment and economy. We oppose SB 1 until this portion is removed.

Sincerely,



David J. Guy
President
Northern California Water
Association



Curtis Creel
General Manager
Kern County Water Agency



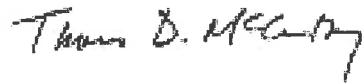
Jennifer Pierre
General Manager
State Water Contractors



Mark S. Krause
General Manager/Chief
Engineer
Desert Water Agency



Dennis D. LaMoreaux
General Manager
Palmdale Water District



Thomas D. McCarthy
General Manager
Mojave Water Agency

Dwayne Chisam
General Manager
Antelope Valley East Kern Water
Agency

Douglas D. Headrick
General Manager
San Bernardino Valley Municipal
Water District

Tom Birmingham
General Manager
Westlands Water District

Jim Barrett
General Manager
Coachella Valley Water District

Dale K. Melville
Manager-Engineer
Dudley Ridge Water District

Jim Abercrombie
General Manager
El Dorado Irrigation District

Matthew Stone
General Manager
Santa Clarita Valley Water
Agency

Thomas Wong
President
San Gabriel Valley Municipal
Water District

Bill Mattos
President
California Poultry Federation

Tom Coleman
General Manager
Rowland Water District

Ray A. Stokes
Executive Director
Central Coast Water Authority

Federico Barajas
Executive Director
San Luis Delta Mendota Water
Authority

Robert Reeb
Executive Director
Valley Ag Water Coalition

Mauricio E. Guardado, Jr.
General Manager
United Water Conservation District

Rob Swartz
Interim Executive Director
Regional Water Authority

Elaine Trevino
President/Chief Executive
Officer
Almond Alliance of California

Rick Gilmore
General Manager/Secretary
Byron Bethany Irrigation District

Erik Hitchman
General Manager
Walnut Valley Water District



Gail Delihant
Director of California
Government Affairs
Western Growers Association



Chris White
Executive Director
San Joaquin River Exchange
Contractors Water Authority



Jason Phillips
Chief Executive Officer
Friant Water Authority



Kristopher M. Anderson, Esq.
Legislative Advocate
Association of California Water
Agencies

CC: The Honorable Bill Quirk, Chair, Assembly Environmental Safety and Toxic Materials Committee
Honorable Members, Assembly Environmental Safety and Toxic Materials Committee
Ms. Rachel Wagoner, Deputy Legislative Secretary, Office of Governor Gavin Newsom
Ms. Christine Hironaka, Deputy Cabinet Secretary, Office of Governor Gavin Newsom
Mr. Kip Lipper, Chief Policy Advisor, Office of Senate President pro Tempore Toni Atkins
Mr. Josh Tooker, Chief Consultant, Assembly Environmental Safety and Toxic Materials Committee
Mr. Gregory Melkonian, Consultant, Assembly Republican Caucus

**State Water Contractors
State Legislative Report
6/14/2019**

AB 56 (Garcia, Eduardo D) Electricity: procurement by the California Alternative Energy and Advanced Transportation Financing Authority.

Current Text: Amended: 5/20/2019

Introduced: 12/3/2018

Last Amended: 5/20/2019

Status: 6/12/2019-Referred to Com. on E., U. & C.

Location: 6/12/2019-S. E. U., & C.

Summary:

Would authorize the Public Utilities Commission, if it makes certain findings, to authorize the California Alternative Energy and Advanced Transportation Financing Authority to undertake backstop procurement of electricity to meet the state's climate, clean energy, and reliability goals that are not satisfied by load-serving entities. The bill would authorize the authority to undertake procurement consistent with specified objectives and to manage the resale of electricity for its contracted resources. The bill would provide for the reduction in procurement compliance obligations for load-serving entities for the electricity procured by the authority.

Position: SWC - Monitor

AB 62 (Fong R) State government: FI\$Cal: transparency.

Current Text: Amended: 3/28/2019

Introduced: 12/3/2018

Last Amended: 3/28/2019

Status: 4/26/2019-Failed Deadline pursuant to Rule 61(a)(2). (Last location was A. & A.R. on 2/15/2019)(May be acted upon Jan 2020)

Location: 4/26/2019-A. 2 YEAR

Summary:

The Financial Information System for California (FI\$Cal) Act establishes the FI\$Cal system, a single integrated financial management system for the state. Current law requires that the system include a state transparency component that allows the public to have access to expenditure data using an internet website. Current law limits that public access to information regarding General Fund, special fund, and federal fund expenditure data. This bill would enact the Budget Transparency Act of 2019. The bill would modify the transparency component of the system described above to require it to have information regarding all state expenditures, including the amount, the type, and a description of each state expenditure.

Other Positions: SWC - Monitor

AB 441 (Eggman D) Water: underground storage.

Current Text: Amended: 3/27/2019

Introduced: 2/11/2019

Last Amended: 3/27/2019

Status: 5/17/2019-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/24/2019)(May be acted upon Jan 2020)

Location: 5/17/2019-A. 2 YEAR

Summary:

Under current law, the right to water or to the use of water is limited to that amount of water that may be reasonably required for the beneficial use to be served. Current law provides for the reversion of water rights to which a person is entitled when the person fails to beneficially use the water for a period of 5 years. Current law declares that the storing of water underground, and related diversions for that purpose, constitute a beneficial use of water if the stored water is thereafter applied to the beneficial purposes for which the appropriation for storage was made. This bill would instead provide that any diversion of water to underground storage constitutes a diversion of water for beneficial use for which an appropriation may be made if the diverted water is put to beneficial use, as specified.

Position: SWC - Monitor

AB 557 (Wood D) Atmospheric Rivers: Research, Mitigation, and Climate Forecasting Program.

Current Text: Introduced: 2/13/2019

Introduced: 2/13/2019

Status: 5/16/2019-In committee: Held under submission.

Location: 4/3/2019-A. APPR. SUSPENSE FILE

Summary:

Would appropriate \$9,250,000 from the General Fund to the Department of Water Resources in the 2019–20 fiscal year to operate the Atmospheric Rivers: Research, Mitigation, and Climate Forecasting Program.

Position: SWC – Monitor

AB 638 (Gray D) Department of Water Resources: water storage: climate change impacts.

Current Text: Amended 6/11/2019

Introduced: 2/15/2019

Status: 6/11/2019-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. On RLS.

Location: 5/23/2019-S. RLS.

Summary:

Would require the Department of Water Resources, on or before December 31, 2023, with updates every 5 years thereafter, to identify water storage facilities vulnerable to climate change impacts and the mitigation strategies for anticipated adverse impacts, as provided. The bill would require the department to publish the information on the department's publicly available internet website and to provide a copy of the information to the appropriate policy committees of the Legislature. The bill would require the department, subject to an appropriation, to mitigate, or make grants available for the mitigation of adverse impacts to water storage facilities caused by climate change.

Position: SWC – Monitor

AB 658 (Arambula D) Water rights: water management.

Current Text: Amended: 4/2/2019

Introduced: 2/15/2019

Last Amended: 4/2/2019

Status: 6/6/2019-Referred to Com. on N.R. & W.

Location: 6/6/2019-S. N.R. & W.

Calendar:

7/9/2019 9:30 a.m. - Room 112 SENATE NATURAL RESOURCES AND WATER, STERN, Chair

Summary:

Would authorize a groundwater sustainability agency or local agency to apply for, and the State Water Resources Control Board to issue, a conditional temporary permit for diversion of surface water to underground storage for beneficial use that advances the sustainability goal of a groundwater basin, as specified.

Position: SWC - Monitor

AB 1194 (Frazier D) Sacramento-San Joaquin Delta: Delta Stewardship Council.

Current Text: Introduced: 2/21/2019

Introduced: 2/21/2019

Status: 4/26/2019-Failed Deadline pursuant to Rule 61(a)(2). (Last location was W.,P. & W. on 3/11/2019)(May be acted upon Jan 2020)

Location: 4/26/2019-A. 2 YEAR

Summary:

Would increase the membership of the Delta Stewardship Council to 13 members, including 11 voting members and 2 nonvoting members, as specified. By imposing new duties upon local officials to appoint new members to the council, the bill would impose a state-mandated local program.

Position: SWC - Oppose

AJR 8 (Quirk D) Invasive species: federal Nutria Eradication and Control Act of 2003.

Current Text: Amended: 6/4/2019

Introduced: 2/15/2019

Last Amended: 6/4/2019

Status: 6/11/2019-From committee: Be adopted, and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 8. Noes 0.) (June 11). Re-referred to Com. on APPR.

Location: 6/11/2019-S. APPR.

Calendar:

6/24/2019 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair

Summary:

Would urge the United States Congress to reauthorize and specifically add California to the Nutria Eradication and Control Act of 2003 and to authorize an appropriation of \$4,000,000 to help the state implement a nutria eradication program.

Position: SWC - Monitor

SB 1 (Atkins D) California Environmental, Public Health, and Workers Defense Act of 2019.

Current Text: Amended: 5/21/2019

Introduced: 12/3/2018

Last Amended: 5/21/2019

Status: 6/6/2019-Referred to Coms. on E.S. & T.M., NAT. RES., and JUD.

Location: 6/6/2019-A. E.S. & T.M.

Calendar:

6/18/2019 1:30 p.m. - State Capitol, Room 444 ASSEMBLY ENVIRONMENTAL SAFETY AND TOXIC MATERIALS, QUIRK, Chair

Summary:

Current state law regulates the discharge of air pollutants into the atmosphere. The Porter-Cologne Water Quality Control Act regulates the discharge of pollutants into the waters of the state. The California Safe Drinking Water Act establishes standards for drinking water and regulates drinking water systems. The California Endangered Species Act requires the Fish and Game Commission to establish a list of endangered species and a list of threatened species, and generally prohibits the taking of those species. This bill would require specified agencies to take prescribed actions regarding certain federal requirements and standards pertaining to air, water, and protected species, as specified.

Position: SWC - Oppose

SB 19 (Dodd D) Water resources: stream gages.

Current Text: Amended: 6/11/2019

Introduced: 12/3/2018

Last Amended: 6/11/2019

Status: 6/11/2019-From committee with author's amendments. Read second time and amended. Re-referred to Com. on W., P., & W.

Location: 5/30/2019-A. W.,P. & W.

Calendar:

6/18/2019 9 a.m. - State Capitol, Room 444 ASSEMBLY WATER, PARKS AND WILDLIFE, GARCIA, EDUARDO, Chair

Summary:

Would require the Department of Water Resources and the State Water Resources Control Board, upon an appropriation of funds by the Legislature, to develop a plan to deploy a network of stream gages that includes a determination of funding needs and opportunities for modernizing and reactivating existing gages and deploying new gages, as specified. The bill would require the department and the board, in consultation with the Department of Fish and Wildlife, the Department of Conservation, the Central Valley Flood Protection Board, interested stakeholders, and, to the extent they wish to consult, local agencies, to develop the plan to address significant gaps in information necessary for water management and the conservation of freshwater species.

Position: SWC - Watch

SB 45 (Allen D) Wildfire, Drought, and Flood Protection Bond Act of 2020.

Current Text: Amended: 4/4/2019

Introduced: 12/3/2018

Last Amended: 4/4/2019

Status: 5/1/2019-May 6 set for first hearing canceled at the request of author.

Location: 4/25/2019-S. APPR.

Summary:

Would enact the Wildfire, Drought, and Flood Protection Bond Act of 2020, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$4,300,000,000 pursuant to the State General Obligation Bond Law to finance projects to restore fire damaged areas, reduce wildfire risk, create healthy forest and watersheds, reduce climate impacts on urban areas and vulnerable populations, protect water supply and water quality, protect rivers, lakes, and streams, reduce flood risk, protect fish and wildlife from climate impacts, improve climate resilience of agricultural lands, and protect coastal lands and resources.

Position: SWC - Watch

SB 62 (Dodd D) Endangered species: accidental take associated with routine and ongoing agricultural activities: state safe harbor agreements.

Current Text: Amended: 4/3/2019

Introduced: 1/3/2019

Last Amended: 4/3/2019

Status: 5/16/2019-Referred to Com. on W., P., & W.

Location: 5/16/2019-A. W.,P. & W.

Calendar:

6/18/2019 9 a.m. - State Capitol, Room 444 ASSEMBLY WATER, PARKS AND WILDLIFE, GARCIA, EDUARDO, Chair

Summary:

The California Endangered Species Act provides, until January 1, 2020, that the accidental take of candidate, threatened, or endangered species resulting from an act that occurs on a farm or a ranch in the course of otherwise lawful routine and ongoing agricultural activities is not prohibited by the act. This bill would extend this exception to January 1, 2024, and would limit this exception to an act by a person acting as a farmer or rancher, a bona fide employee of a farmer or rancher, or an individual otherwise contracted by a farmer or rancher.

Position: SWC - Monitor

SB 69 (Wiener D) Ocean Resiliency Act of 2019.

Current Text: Amended: 5/17/2019

Introduced: 1/9/2019

Last Amended: 5/17/2019

Status: 6/13/2019-June 18 hearing postponed by committee.

Location: 6/6/2019-A. W.,P. & W.

Calendar:

7/2/2019 9 a.m. - State Capitol, Room 444 ASSEMBLY WATER, PARKS AND WILDLIFE, GARCIA, EDUARDO, Chair

Summary:

Current law requires the Fish and Game Commission to establish fish hatcheries for the purposes of stocking the waters of California with fish, and requires the Department of Fish and Wildlife to maintain and operate those

hatcheries. This bill would require the department to undertake a pilot project to assess the effectiveness of parentage-based tagging, as defined, in improving the management of central valley Chinook salmon hatcheries and in rebuilding salmon runs and the California salmon fishing industry.

Position: SWC – Oppose Unless Amended

SB 204 (Dodd D) State Water Project: contracts.

Current Text: Amended: 5/17/2019

Introduced: 2/4/2019

Last Amended: 5/17/2019

Status: 6/6/2019-Referred to Com. on W., P., & W.

Location: 6/6/2019-A. W.,P. & W.

Calendar:

7/2/2019 9 a.m. - State Capitol, Room 444 ASSEMBLY WATER, PARKS AND WILDLIFE, GARCIA, EDUARDO, Chair

Summary:

Would require the Department of Water Resources to provide at least 10 days' notice to the Joint Legislative Budget Committee and relevant policy and fiscal committees of the Legislature before holding public sessions to negotiate any potential amendment of a long-term water supply contract that is of projectwide significance with substantially similar terms intended to be offered to all contractors. The bill would require the department, before the execution of a specified proposed amendment to a long-term water supply contract and at least 60 days before final approval of such an amendment, to submit to the Joint Legislative Budget Committee and relevant policy and fiscal committees of the Legislature certain information regarding the terms and conditions of a proposed amendment of a long-term water supply contract and to submit a copy of the long-term contract as it is proposed to be amended.

Position: SWC - Watch

SB 487 (Caballero D) Department of Water Resources: aerial snow survey.

Current Text: Amended: 6/11/2019

Introduced: 2/21/2019

Last Amended: 6/11/2019

Status: 6/11/2019-From committee with author's amendments. Read second time and amended. Re-referred to Com. on W., P., & W.

Location: 6/6/2019-A. W.,P. & W.

Calendar:

7/2/2019 9 a.m. - State Capitol, Room 444 ASSEMBLY WATER, PARKS AND WILDLIFE, GARCIA, EDUARDO, Chair

Summary:

Current law requires the Department of Water Resources to gather and correlate information and data pertinent to an annual forecast of seasonal water crop, including the making of snow surveys, either independently or in cooperation with any person or any county, state, federal, or other agency. This bill would require, to the extent an appropriation is made for these purposes, the department's California snow survey program to conduct aerial surveys of the snowpack and conduct supporting forecasts of runoff volume and timing for the watersheds of the Sierra Nevada and Cascade Range and the Klamath-Trinity Mountains, including areas that drain or supply water to major reservoirs and lakes

Position: SWC - Monitor

SB 559 (Hurtado D) Department of Water Resources: grant: Friant-Kern Canal.

Current Text: Amended: 5/17/2019

Introduced: 2/22/2019

Last Amended: 5/17/2019

Status: 6/6/2019-Referred to Com. on W., P., & W.

Location: 6/6/2019-A. W.,P. & W.

Calendar:

7/2/2019 9 a.m. - State Capitol, Room 444 ASSEMBLY WATER, PARKS AND WILDLIFE, GARCIA, EDUARDO, Chair

Summary:

Under current law, the United States Bureau of Reclamation operates the federal Central Valley Project and the Department of Water Resources operates the State Water Project to supply water to persons and entities in the state. This bill would require the department to make a grant of \$400,000,000 to a specified joint powers authority to restore the capacity of the Friant-Kern Canal, subject to an appropriation.

Position: SWC – Support if Amended

SB 762 (Jones R) Groundwater storage: beneficial use.

Current Text: Introduced: 2/22/2019

Introduced: 2/22/2019

Status: 3/14/2019-Referred to Com. on RLS.

Location: 2/22/2019-S. RLS.

Summary:

Current law specifies that the storing of water underground, including the diversion of streams and the flowing of water on lands necessary to the accomplishment of that storage, constitutes a beneficial use of water if the water so stored is thereafter applied to the beneficial purposes for which the appropriation for storage was made. This bill would make a nonsubstantive change in those provisions.

Position: SWC - Monitor

SB 772 (Bradford D) Long duration bulk energy storage: procurement.

Current Text: Amended: 5/24/2019

Introduced: 2/22/2019

Last Amended: 5/24/2019

Status: 6/4/2019-Failed Deadline pursuant to Rule 61(a)(8). (Last location was INACTIVE FILE on 5/30/2019)

Location: 6/4/2019-S. 2 YEAR

Summary:

Would require the ISO, on or before June 30, 2022, to complete a competitive solicitation process for the procurement of one or more long duration energy storage projects that in aggregate have at least 2,000 megawatts capacity, but not more than 2,400 megawatts, as provided. The bill would require the ISO, after December 31, 2030, and only if found to be necessary, to complete an additional competitive solicitation process for additional long duration bulk energy storage projects that in aggregate have up to 2,000 megawatts capacity and have targeted commercial operation dates of no later than January 1 2045.

Position: SWC - Monitor