



REVISED

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

will be held at 9:00 a.m., on Thursday, May 26, 2022
at 255 Industrial Way, Buellton, California 93427

Members of the public may participate by video call or telephone via
URL: https://v.ringcentral.com/join/008789477
or by dialing (650) 419-1505 and entering access Code/Meeting ID: 008789477 #

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

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

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

- Eric Friedman
Chairman
Ed Andrisek
Vice Chairman
Ray A. Stokes
Executive Director
Brownstein Hyatt
Farber Schreck
General Counsel

- Member Agencies
City of Buellton
Carpinteria Valley
Water District
City of Guadalupe
City of Santa Barbara
City of Santa Maria
Goleta Water District
Montecito Water District
Santa Ynez River Water
Conservation District,
Improvement District #1

- Associate Member
La Cumbre Mutual
Water Company

I. Call to Order and Roll Call

II. CLOSED SESSION

- A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code section 54956.9(d) (1)
Name of case: Central Coast Water Authority, et al. v. Santa Barbara County
Flood Control and Water Conservation District, et al. (Case No. 21CV02432)
B. CLOSED SESSION: CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Government Code section 54956.8
Property: Warren Act Contract
Agency negotiator: Ray Stokes
C. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code § 54956.9(d)(2)
Number of cases: 1

Agenda Item II, the Closed Session, is anticipated to take 30 minutes. The remainder of
the Meeting will start no earlier than 9:30 am.

III. Return to Open Session

- A. Report on Closed Session Actions (if any)

IV. 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.)

V. Consent Calendar

- \* A. Minutes of the April 28, 2022 Regular Meeting
\* B. Bills
\* C. Controller’s Report
\* D. Operations Report
Staff Recommendation: Approve the Consent Calendar

255 Industrial Way
Buellton, CA 93427
(805) 688-2292
Fax (805) 686-4700
www.ccwa.com

Continued

\* Indicates attachment of document to original agenda packet.

**VI. Executive Director's Report**

- \* A. Temporary Warren Act Contract Between CCWA and United States Bureau of Reclamation  
*Staff Recommendation:* Informational item only.  
Staff Recommendation: That the Board authorize the Executive Director to execute a fee agreement with Brownstein Hyatt Farber Schreck LLP for government relations services on a month-to-month basis
- B. Water Supply Situation Report  
*Staff Recommendation:* Informational item only.
- \* C. 2022 Supplemental Water Purchase Program
  - 1. Mojave Water Agency  
*Staff Recommendation:* That the Board Adopt Resolution No. 22-04: A Resolution Of The Board Of Directors Of The Central Coast Water Authority Approving The 2022 Purchase Of Supplemental State Water Project Water Supplies From Mojave Water Agency
  - 2. State Water Contractor Dry Year Transfer Program  
*Staff Recommendation:* That the Board authorize the Executive Director to enter into contracts with numerous Dry Year Transfer Program sellers on behalf of three CCWA Participants
- D. Update on the Voluntary Agreement, Jennifer Pierre, State Water Contractors  
*Staff Recommendation:* Informational item only.
- \* E. CCWA/San Luis Obispo County State Water Transfer Proposal  
*Staff Recommendation:* That the Board authorize the Executive Director to negotiate a contract based on the attached draft term sheet.
- \* F. Aquaterra Water Bank  
*Staff Recommendation:* Informational item only.
- \* G. Amendment to Chemical Contract: (1) ChemTrade Inc. for Liquid Aluminum Sulfate at an initial cost of \$476.27 per dry ton and (2) JCI Jones Chemical Inc. for Liquid Chlorine at an initial cost of \$1,838 per dry ton  
*Staff Recommendation:* That the Board Authorize the Executive Director to execute the contract amendments allowing a quarterly pricing review for the following chemical vendors and initial pricing:
  - Chemtrade LLC for Liquid Aluminum Sulfate at a cost of \$476.27 per dry ton.
  - JCI Jones Chemical for Liquid Chlorine at a cost of \$1,838.00 per ton.
- \* H. State Water Contractors Update  
*Staff Recommendation:* Informational item only.
- \* I. Legislative Report  
*Staff Recommendation:* Informational item only.

**VII. Reports from Board Members for Information Only**

**VIII. Items for Next Regular Meeting Agenda**

**IX. Date of Next Regular Meeting: June 23, 2022**

**X. Adjournment**

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

**April 28, 2022**

**I. Call to Order and Roll Call**

Chairman Friedman called the April 28, 2022 Central Coast Water Authority (CCWA) Board of Directors meeting to order at 9:01 AM.

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

CCWA member agencies with voting privileges were represented by:

<u>Representative</u>	<u>Agency/City</u>	<u>Voting %</u>
Farfalla Borah	Goleta Water District	17.20%
Jeff Clay	Santa Ynez River Water Conservation District, ID #1	7.64%
Ken Coates	Montecito Water District	9.50%
Eric Friedman	City of Santa Barbara	11.47%
Shirley Johnson	Carpinteria Valley Water District	7.64%
Ed Andrisek	City of Buellton	2.21%
Etta Waterfield	City of Santa Maria	43.19%

**II. Closed Session**

Ms. Stephanie Hastings, CCWA General Counsel, noted that a member of the public had provided comments on the Warren Act Contract closed session item that would be shared with the Board during closed session and would be available on the CCWA website following the meeting.

- A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code section 54956.9(d) (1)  
Name of case: Central Coast Water Authority, et al. v. Santa Barbara County Flood Control and Water Conservation District, et al. (Case No. 21CV02432)
- B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to Government Code § 54956.9(d)(2)  
Number of cases: 1
- C. CLOSED SESSION: CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Government Code section 54956.8  
Property: Warren Act Contract  
Agency negotiator: Ray Stokes
- D. Public Employee Performance Evaluation - Government Code Section 54957  
Title: Executive Director
- E. Conference with Labor Negotiator - Government Code Section 54957.6  
Name of Negotiator: Jeffrey Dinkin  
Unrepresented Employees: Executive Director, Deputy Director

The Board went to closed session at 9:03 AM.

### **III. Return to Open Session**

The Board reconvened from closed session at 10:30 AM.

Ms. Hastings stated that on or about March 30, 2022 the Central Coast Water Authority received a claim from the Santa Barbara County Flood Control and Water Conservation District (“SBCFCWCD”) pursuant to Gov. Code Section 905, related to Central Coast Water Authority, et al. v. Santa Barbara County Flood Control and Water Conservation District, et al. (Case No. 21CV02432) and which is available to members of the public upon request. During closed session the CCWA Board rejected the claim. The Central Coast Water Authority has also received the claims of the same nature made by SBCFCWCD pursuant to Gov. Code Section 905, and received on or about March 30, 2022 and April 4, 2022 by each of the Central Coast Water Authority’s eight member agencies, and the member agencies have transferred those claims to CCWA, with the request that CCWA reject those claims on their behalf. During closed session, the CCWA Board rejected those claims also. The CCWA Board General Counsel to notify the SBCFCWCD of these matters.

Mr. Jeff Dinkin, CCWA Personnel Attorney, reported that the Board considered and completed the performance evaluation of the Executive Director and following negotiations reached agreement for a 6.57% increase to the Executive Director and Deputy Director’s salaries effective July 1, 2022.

Upon a motion by Director Waterfield, seconded by Director Andrisek and carried following a roll call vote with Directors Andrisek, Borah, Clay, Coates, Friedman, Johnson and Waterfield in favor and none opposed the Board approved compensation adjustments consistent with the Agreement increasing the Executive Directors salary to \$298,849.60 and the Deputy Director’s salary to \$209,052.90, effective July 1, 2022.

### **IV. Public Comment**

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

### **V. Consent Calendar**

- A. Minutes of the March 24, 2022 Regular Meeting
- B. Bills
- C. Controller’s Report
- D. Operations Report

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

### **VI. Executive Director’s Report**

- A. CCWA Employee Recognition of Darin Dargatz for 25 Years of Service

Mr. Ray Stokes, CCWA Executive Director, congratulated Darin Dargatz, CCWA’s Water Treatment Plant Supervisor, for his 25 year term of service to CCWA.

B. Water Supply Situation Report

Mr. Stokes reviewed precipitation indices and current reservoir storage conditions within California, noting that after a historically dry January through March, the month of April had above average precipitation. The snow pack is better than last year, as there has not been the rapid melt off that occurred last year.

Lake Oroville is currently at approximately 53% of total capacity, or 70% of historical average capacity.

CCWA has delivered approximately 1,600 AF of the 9,844 AF water available. An agreement has been reached with Casitas Municipal Water District for delivery of 250 AF through the 2022 Supplemental Water Purchase Program (SWPP), and also has potential to purchase an additional 100 AF through the Dry Year Transfer Program. CCWA is also participating the Yuba Accord, but does not yet have an estimate of the amount of water available through the program. Mojave Water Agency has also approved a sale of water, CCWA is currently negotiating on this transaction.

Six CCWA participants have expressed interest in participating in the CCWA 2022 SWPP for a total of 6,350 AF of supplement water.

San Luis Obispo staff has indicated they have conceptual approval from the San Luis Obispo County Board of Supervisors for a capacity transfer between SLO County and CCWA, but CCWA has not yet received a term sheet related to the transaction.

C. CCWA 2022 Supplemental Water Purchase Program: Casitas Municipal Water District Transfer

1. Resolution No. 22-03: A Resolution Of The Board Of Directors Of The Central Coast Water Authority Approving The 2022 Purchase Of Supplemental State Water Project Water Supplies From Casitas Municipal Water District

Pursuant to the 2022 Supplemental Water Purchase Program, Mr. Stokes presented a proposed transfer of supplemental water from the Casitas Municipal Water District to CCWA, on behalf of the City of Santa Barbara, La Cumbre Mutual Water Company, City of Santa Maria, Santa Ynez River Water Conservation District, ID#1 on behalf of the City of Solvang, and Carpinteria Valley Water District. Approval of the transfer requires that the Board make a series of findings required by Article 57(g) of the State Water Contract. Those findings are included in Resolution no. 22-03.

Upon a motion by Director Waterfield, seconded by Director Johnson and carried following a roll call vote with Directors Borah, Clay, Coates, Friedman, Johnson, Sanchez and Waterfield in favor and none opposed the Board adopted Resolution No. 22-03 Approving The 2022 Purchase of Supplemental State Water Project Water Supplies From Casitas Municipal Water District

D. Temporary Warren Act Contract between CCWA and United States Bureau of Reclamation

CCWA's 1995 Warren Act Contract for the introduction, storage and/or conveyance of CCWA's imported water supply will expire in June, 2022. Following over a year of negotiations, renewal is proposed in the form of a new, but temporary agreement that will take effect upon the expiration of the current contract and extend to September 30, 2024 (Temporary Warren Act Contract). During the term of the Temporary Warren Act Contract, Staff will begin negotiating a new long-term contract and conducting the associated environmental compliance.

To expedite the negotiation of the Temporary Warren Act Contract and the associated environmental compliance, Staff has requested no changes to CCWA's current operations and use of the Cachuma Project. Staff proposes bringing the Temporary Warren Act Contract and associated environmental review to the Board for its consideration at CCWA's May meeting.

Mr. Kevin Walsh, Santa Ynez Water District (Parent District) expressed concern over the potential of restrictions mixing CCWA water and Cachuma water for downstream water releases, and that these potential restrictions may violate the water rights of the downstream water rights agreement and create impairment for downstream users. He requested discussion between the Parent District and CCWA staff to consider mitigation for these issues.

Paeter Garcia, Santa Ynez River Water Conservation District, Improvement District #1 General Manager, addressed the Board, noted that his agency had not previously been made aware of the Biological Evaluation dated March 2022 (included in the meeting materials) which changes the mixing regime and requested that going forward, when CCWA becomes aware of potential complications and issues, that these be brought to the attention of CCWA member agencies' staffs so that their experience working with USBR can be used to collaborate and protect the interests of the member agencies.

The Board requested the matter be placed on a future agenda for full discussion.

Director Andrisek left the meeting, and Alternate Director Sanchez assumed representation for the City of Buellton.

E. Personnel Committee

1. CCWA 2022 Employee Salary and Benefits Survey Results

Beginning in 2016, the CCWA Board directed staff to prepare a compensation and benefits analysis every five years through a third party consultant to ensure that the salaries and benefits provided by CCWA are comparable to other similar agencies, so that CCWA remains competitive in retaining and attracting highly qualified employees.

In 2021 CCWA retained the firm of Koff & Associates, who had prepared the benefit survey in 2016. Mr. Stokes introduced Kari Mercer of Koff & Associates.

Ms. Mercer reviewed the analysis methodology and matching processes to complete the study and the results of the study, which indicate that CCWA is remaining reasonably competitive in salaries, within the +5% to -5% of comparator median for the majority of positions, but overall averaging about 5.5% below the market median. Certain positions were outside this range, and recommendations in the study include new salary range placement for those positions to bring them in to market ranges.

The study also indicates that CCWA has fallen behind its peers in its benefit offerings, with an overall -14.9% below median for total compensation. The study reports that a large percentage of the comparator agencies provide a more robust health benefit, as well as several that contribute to deferred compensation plans. Discrepancy in the amount of leave was also noted, with CCWA providing a lower value leave packet than the majority of comparators.

Following review of the 2022 Total Compensation Study Report, staff recommended changes to the CCWA compensation and benefit structure to bring CCWA's compensation structure and benefits into alignment with its peers.

Upon a motion by Director Waterfield, seconded by Director Sanchez and carried following a roll call vote with Directors Borah, Clay, Coates, Friedman, Johnson, Sanchez and Waterfield in favor and none opposed Accept the "2022 Total Compensation Study Report" and approve the changes to the employee compensation and benefits as outlined in the Staff Report and changes to CCWA Personnel Policy Manual to reflect benefit changes.

2. 2022 Review of Personnel Policy Manual

CCWA's personnel attorney with SYCR had previously reviewed the CCWA Personnel Policy Manual (Manual) and had suggested revisions to the Manual section addressing leaves under the Federal Family and Medical Leave Act (FMLA) and also changes to address the recommended changes to employee benefits.

Upon a motion by Director Sanchez, seconded by Director Waterfield and carried following a roll call vote with Directors Borah, Clay, Coates, Friedman, Johnson, Sanchez and Waterfield in favor and none opposed the Board approved the proposed changes to the Personnel Policy Manual as outlined in Personnel Counsel's memo dated April 5, 2022.

3. CCWA Board Consideration of Executive Director and Deputy Director Compensation Adjustments

Ms. Hastings noted that this item had been included in the report immediately following the closed session.

F. Finance Committee

1. FY 2021/22 Third Quarter Investment Report

As of March 31, 2022 the investment portfolio totaled \$36.9 million and had an effective rate of return of .32% on an average daily balance for the month of March 2022 of about \$38.3 million. The investments were comprised of the State of California Local Agency Investment Fund (LAIF), (\$36.2 million), and Montecito Bank & Trust money market accounts (\$0.7 million).

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

Upon a motion by Director Waterfield, seconded by Director Sanchez and carried following a roll call vote with Directors Borah, Clay, Coates, Friedman, Johnson, Sanchez and Waterfield in favor and none opposed the Board approved the Third Quarter FY 2021/22 Investment Report.

## 2. Annual Review of the CCWA Investment Policy

The CCWA Investment Policy is prepared in conformance with Government Code Section 53630-53686 which addresses investment of surplus funds by local government agencies. There have been no significant changes in Government Code Section 53630-53686 since the last review of the CCWA Investment Policy, therefore staff is recommending no changes to the existing CCWA Investment Policy.

The Board considered the matter and upon a motion by Director Waterfield, seconded by Director Johnson and carried following a roll call vote with Directors Borah, Clay, Coates, Friedman, Johnson, Sanchez and Waterfield in favor and none opposed the Board directed no changes to the existing CCWA Investment Policy.

## G. Request for Approval for the Use of Appropriated Contingency in the Amount of \$21,281 for Chloramination Dosing Trailer

Mr. John Brady, CCWA Deputy Director of Operations and Engineering, stated that CCWA has been operating at pipeline flow rates well below the minimum design flow of 10 MGD which increases the risk of nitrification and could render the water non-potable. A loss of chloramine residual would also result in a violation of drinking water standards, as all treated surface water used for drinking water is required to have a disinfectant residual at all times.

CCWA staff developed a nitrification response plan which includes boosting the chloramine residual in the pipeline reservoirs. A trailer mounted dosing system was designed to introduce chlorine and ammonia into the reservoir inlet piping. This chloramination dosing system was constructed and mounted on a trailer so that it could be utilized at any of the CCWA pipeline reservoirs. This system significantly improved the dosing efficiency and effectiveness of this measure.

The construction of the Chloramination Dosing Trailer was completed in early September 2021 from within the maintenance budget. However, funding for this



project was not included in the FY 2021/2022 Budget, and staff requested use of the appropriated contingency budget as the source of funding for the project at a cost of \$21,281.

Upon a motion by Director Waterfield, seconded by Director Sanchez and carried following a roll call vote with Directors Borah, Clay, Coates, Friedman, Johnson, Sanchez and Waterfield in favor and none opposed the Board authorized the Executive Director to utilize funds from the appropriated contingency budget in the amount of \$21,281 to fund the Chloramination Dosing Trailer.

H. Adoption of Final CCWA FY 2022/23 Budget

The Preliminary FY 2022/23 Budget was provided to the CCWA Board of Directors at its regular meeting on March 24, 2021. The proposed final FY 2022/23 Budget is \$48,996,865 or \$1,640,235 more than the Preliminary FY 2022/23 Budget and \$20,602,088 less than the final FY 2021/22 Budget.

Changes to the preliminary budget included: an increase of \$30,000 in Non Capital Projects for professional consulting services with Provost & Pritchard to locate and investigate SWP water supplies for 2022 and projects to maximize SWP supplies, an increase of \$ 82,000 in project costs for a Seismic Joint Pipe Spools and Parts Project an Increase of \$1,025,822 in DWR Variable OMP&R costs due to an increase in the variable cost per AF from \$181 to \$275 due to an updated DWR operational study, an increase in Warren Act charges of \$444,316 due to a rate increase per AF from \$58 to \$138.39 as negotiated in USBR contract renewal, and increases in the CCWA O&M expense for chemicals of \$346,000 and fuel and lubricants of \$50,000 due to significant vendor price changes and rising oil prices. Additionally, \$72,000 has been requested for the emergency repair of the Bradbury Dam Bypass pipeline.

Upon a motion by Director Borah, seconded by Director Waterfield and carried following a roll call vote with Directors Borah, Clay, Coates, Friedman, Johnson, Sanchez and Waterfield in favor and none opposed the Board Adopt Final CCWA FY 2022/23 Budget.

I. State Water Contractors Update

The ongoing drought has been of foremost concern to the State Water Contractors. Mr. Stokes reviewed the recent announcement by Metropolitan Water District of Los Angeles that they were curtailing water use due to the need for health and safety water.

The State Water Contractors' Dry Year Transfer Program will be revamped, as it does not appear to be serving its intended purpose.

DWR has indicated they will be executing the Contract Extension Amendment and implementation will eliminate the concerns related to issuance of long term debt by the agency.

J. Legislative Update

The item was included in the Board materials for the information of the Board.

**VII. Reports from Board Members for Information Only**

There were no other reports from Board members.

**VIII. Items for Future Meeting Agendas**

The following items were requested by the Board for inclusion in future meeting discussions:

- Endangered Species Act Addition of Steelhead
- Warren Act Contract Renewal
- Voluntary Agreement (State Water Contractors)
- Groundwater Banking Proposal by Provost & Pritchard
- Term Sheet from San Luis Obispo for Capacity Sharing

**IX. Date of Next Regular Meeting: May 26, 2022**

**X. Adjournment**

The meeting was adjourned at 12:01 PM.

Respectfully submitted,

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Elizabeth Watkins  
Secretary to the Board



## CENTRAL COAST WATER AUTHORITY

### Normal and Recurring Costs

Bills for Ratification - April 2022

VENDOR	INVOICE AMOUNT	DESCRIPTION
<b>GENERAL &amp; ADMINISTRATIVE EXPENSES</b>		
Bank of America Business Card	150.00	Publications, subscriptions, postage
Bank of America Business Card	157.98	Staff meetings
Bank of America Business Card	302.00	AWWA Renewal
Bank of America Business Card	92.48	Kitchen Supplies
Cardmember Service	16.00	Publications, subscriptions, postage
Cardmember Service	1,727.74	State Water Contractors - Travel and meetings
Federal Express	184.71	Express shipping
United Parcel Service	162.37	Shipping expenses
US Bank	50.00	GFOA Renewal
US Bank	70.15	Staff Meeting
Valley Oaks Printing	40.41	Budget Covers
Water Research Foundation	6,159.00	Membership 2022-23
	<b>\$ 9,112.84</b>	<b>Total General &amp; Administrative</b>
<b>MONITORING EXPENSES</b>		
Aramark	193.80	Lab supplies
Culligan Industries Water Systems	475.00	Carbon Tank Rentals, Tri-Bed Tank Rentals
Eurofins Eaton Analytical	60.00	Lab testing
Hach Company	2,045.76	Lab supplies
IDEXX Distribution Corp.	2,915.54	Lab supplies
USA Blue Book	447.01	Lab supplies
VWR International	1,173.73	Lab supplies
	<b>\$ 7,310.84</b>	<b>Total Monitoring Expenses</b>
<b>OFFICE EXPENSES</b>		
Aschle, Jason	20.35	Reimbursable expenses - Meeting supplies
Bank of America Business Card	83.88	Office and kitchen supplies
Grainger Inc.	303.75	Janitorial supplies
Office Depot	280.20	Office, janitorial & kitchen supplies
Solvang Bakery	82.27	Board and Committee meeting pastries
Ultrex Business Products	129.30	Office supplies
	<b>\$ 899.75</b>	<b>Total Office Expenses</b>
<b>OTHER EXPENSES</b>		
Brady, John	105.00	Internet reimbursement
Cal Coast Machinery, Inc.	2,688.36	Equipment Rental
Comcast	199.40	Internet Service
CompuVision	995.00	Datto Cloud Backup
CompuVision	2,164.75	EndPoint Detection
CompuVision	2,418.75	CCWA Litigation Services
CompuVision	5,685.00	Managed Service Agreement
De Lage Landen Financial Services	451.79	Copier Lease - BAO and WTP
Espinoza, Manuel	105.00	Internet reimbursement
Frontier Communications	64.99	Internet
Marborg Industries	737.60	Tank 5/Tank 7/Tank 2/ EDV/Bradbury Dam
Provost & Pritchard Consulting	309.00	SWPP General Expenses
Thompson, James	315.00	Internet reimbursement (9 months)
Velosio	322.50	Microsoft Dynamics SL support services
Wilson Creek Communications	155.00	Internet Service
	<b>\$ 16,717.14</b>	<b>Total Other Expenses</b>



# CENTRAL COAST WATER AUTHORITY

## Normal and Recurring Costs

Bills for Ratification - April 2022

VENDOR	INVOICE AMOUNT	DESCRIPTION
<b>OTHER MISCELLANEOUS EXPENSES</b>		
Comb-Warren Act Trust Fund	49,966.00	Trust Fund Quarterly payment
Department of Water Resources	1,193,157.00	Variable OMP&R, Delta Water & Transport Charge
	<b>\$ 1,243,123.00</b>	<b>Total Other Miscellaneous Expenses</b>
<b>PERSONNEL EXPENSES</b>		
ACWA/JPIA	19,627.42	Workers Compensation Insurance
Aschle, Jason	150.00	Reimbursable expenses - Employee Physical
CalPERS Health	35,021.19	Health Insurance
CalPERS Retirement	53,815.62	Pension Contributions
CCWA Payroll Wages/Taxes	400,602.06	Gross Payroll Wages/Taxes
Dental/Vision Payments	1,694.50	Dental/Vision Benefits
MetLife SBC Insurance	1,051.05	Life Insurance
Other Misc Employee Benefits	8,732.47	Vehicle, Uniform and Cafeteria Plan Benefits
Standard Insurance Company	1,315.65	Disability Insurance
	<b>\$ 522,009.96</b>	<b>Total Personnel Expenses</b>
<b>PROFESSIONAL SERVICES</b>		
Bartel Associates, LLC	2,487.00	OPEB Valuation Accounting Report
Brownstein Hyatt Farber	161,565.52	Legal Services
Cardno, Inc.	78.00	Environmental Consulting
CDW Government Inc	4,035.13	Logitech Rally Video
Credential Check Corporation	69.99	Background checks
Koff & Associates	3,760.00	Compensation and Benefit Survey
Safety Kleen Systems, Inc	290.00	Washer Parts/Service
Samba Holdings, Inc.	193.32	DMV driver reports
Stradling Yocca Carlson Rauth	513.50	Legal - Employee Matters/General Matters
	<b>\$ 172,992.46</b>	<b>Total Professional Services</b>
<b>CIP PROJECTS - MATERIALS &amp; OVERHEAD</b>		
Bank of America Business Card	81.69	Locator and Toning Packages
Cannon Corporation	29,224.50	WTP PLC Upgrade
HDR Engineering Inc	3,932.20	Inlet Chemical Dosing Facility Design - Tank 5 & 7
McClatchy Co, LLC	587.88	WTP Heating Ventilation and Air Conditioning System
REP Com Intl, LLC	6,202.73	Locator and Toning Packages
Steven Engineering Inc.	1,936.72	PLC Upgrade WTP - Phase 2 of 3
Universal Rectifiers, Inc.	5,592.70	Rectifier Replacement
	<b>\$ 47,558.42</b>	<b>Total CIP Project - Materials and Overhead</b>
<b>REPAIRS &amp; MAINTENANCE</b>		
Air Rite	1,250.00	Parts, repair and maintenance
Airgas USA, LLC	184.04	Equipment repairs and maintenance
Applied Industrial Technologies	47.21	Equipment repairs and maintenance
Aramark	1,890.94	Building maintenance supplies
Automationdirect.com Inc	729.30	Parts, repair and maintenance
Bank of America Business Card	8.00	Vehicles repairs and maintenance
Bank of America Business Card	96.44	Equipment repairs and maintenance
Cal Coast Irrigation, Inc.	196.08	Parts, repair and maintenance
Carquest Auto Parts	424.59	Auto parts and supplies
City of Buellton	96.89	Landscape maintenance - water
Consolidated Electrical Distributors	72.01	Parts, repair and maintenance
Coverall North America, Inc	1,402.00	Janitorial service - BAO/SYPS



# CENTRAL COAST WATER AUTHORITY

## Normal and Recurring Costs

Bills for Ratification - April 2022

VENDOR	INVOICE AMOUNT	DESCRIPTION
D&H Water Systems Inc.	6,941.81	Equipment repairs and maintenance
Fence Factory	2,492.00	Parts, repair and maintenance
Ferguson Enterprise, Inc.	317.17	Equipment repairs and maintenance
GFG Instrumentation Inc.	443.71	Equipment repairs and maintenance
Grainger Inc.	120.25	Janitorial supplies
Grainger Inc.	400.06	Parts, repair and maintenance
Independent Electric Supply	722.10	Equipment repairs and maintenance
Knechts Plumbing and Heating	1,650.00	HVAC service and repairs
Meadowlark Ranch Association	750.00	Road Maintenance Fee
Procure Janitorial Supply	294.54	Janitorial supplies - WTP
Progressive Greenery	330.00	Landscape maintenance - WTP
Rio Vista Chevrolet	4,227.04	Vehicle maintenance
Ultrex Business Products	194.68	Copier maintenance
US Bank	96.96	Vehicle repairs and maintenance
US Bank	210.92	Equipment repairs and maintenance
Western Exterminator Co	230.00	Pest control spraying - BAO and SYPS
	<b>\$ 25,818.74</b>	<b>Total Repairs &amp; Maintenance</b>
<b>SUPPLIES &amp; EQUIPMENT</b>		
Aramark	2,477.62	Uniform expenses
Bank of America Business Card	831.24	Safety supplies
Bazzell, David	175.00	Reimbursable expenses - Uniform reimbursement
Chemtrade Chemicals US, LLC	13,382.25	Chemicals - WTP
Consolidated Electrical Dist.	112.78	Maintenance supplies and hardware
David Crye General Engineering	2,755.05	Landscape materials
Eagle Energy	111.68	Equipment service, Fuel & Lubricants
Grainger Inc.	407.48	Minor tools, equipment & maintenance supplies, safety supplies
Harrison Hardware	113.14	Maintenance supplies and hardware
Home Depot	55.48	Minor tools, equipment & maintenance supplies
Kieding, Eric	173.96	Maintenance supplies and hardware
Lowe's	105.77	Maintenance supplies and hardware
United Rentals North America Inc	4,198.85	Equipment rentals
Univar Solutions USA, Inc.	11,436.69	Chemicals - WTP
US Bank	1,286.17	Maintenance supplies, Minor Tools, Safety Supplies
WEX Bank - Wright Express	9,894.66	Fuel - Autos
	<b>\$ 47,517.82</b>	<b>Total Supplies &amp; Equipment</b>
<b>UTILITIES</b>		
City of Buellton	209.68	Water - BAO
Delta Liquid Energy	871.76	Propane gas
First Choice Technology	13.59	Phone - Long distance carrier, 800#
Frontier	295.98	Telephone charges
Health Sanitation Services	267.49	Waste Disposal - SYPS
Marborg Industries	623.64	Waste Disposal - BAO/Trash roll off
Pacific Gas & Electric	52,706.31	Utilities - BAO/SYPS/WTP
San Miguel Roll-Off	225.02	Rolloff Trash Container - Shut Down
Santa Ynez River Water Conservation	358.67	Water - SYPS
SoCalGas	88.03	Natural Gas - BAO
Verizon Wireless	557.12	Cell phone charges
	<b>\$ 56,217.29</b>	<b>Total Utilities</b>
<b>Subtotal - Bills for Ratification</b>	<b>\$ 2,149,278.26</b>	



# CENTRAL COAST WATER AUTHORITY

## Bills for Approval

<b>VENDOR</b>	<b>INVOICE AMOUNT</b>	<b>DESCRIPTION</b>
State of California DWR	\$ 1,157,517.00	Capital Cost and Minimum OMP&R Charges - May'22
<b>Subtotal - Bills for Approval</b>	<b>\$ 1,157,517.00</b>	
<b>Total Ratification and Approval Bills</b>	<b>\$ <u>3,306,795.26</u></b>	



# Statements of Net Position

## ASSETS

	<u>April 30, 2022</u>	<u>March 31, 2022</u>
<b><u>Current Assets</u></b>		
Cash and investments	\$ 6,330,308	\$ 7,142,697
Accounts Receivable (Note 1)	263	263
Accrued interest receivable	14,928	33,369
Other assets	1,407,389	1,431,126
<b>Total Current Assets</b>	<b><u>7,752,887</u></b>	<b><u>8,607,455</u></b>
<b><u>Restricted Assets</u></b>		
Operations and Maintenance Reserve Fund (Note 2)	2,130,736	2,130,348
DWR Reserve Fund (Note 3)	6,601,970	6,598,136
Rate Coverage Reserve Fund (Note 4)	9,552,873	9,547,769
Debt Service Payments (Note 5)	30,483	40,157
Department of Water Resources (Note 6a)	8,039,098	7,011,588
CCWA and DWR Variable Fund (Note 6b)	2,614,626	2,925,539
Credits Payable (Note 7)	1,269,394	1,307,910
Escrow Deposits (Note 8)	516,800	516,388
<b>Total Restricted Assets</b>	<b><u>30,755,979</u></b>	<b><u>30,077,835</u></b>
<b><u>Property, Plant and Equipment</u></b>		
Construction in progress (Note 9)	1,010,476	960,968
Fixed assets (net of accumulated depreciation)	87,523,828	87,733,120
<b>Total Property, Plant and Equipment</b>	<b><u>88,534,304</u></b>	<b><u>88,694,087</u></b>
<b><u>Other Assets</u></b>		
Long Term Receivable	-	-
<b>Total Other Assets</b>	<b><u>-</u></b>	<b><u>-</u></b>
 <b>Total Assets</b>	 <b>\$ <u><u>127,043,171</u></u></b>	 <b>\$ <u><u>127,379,378</u></u></b>



# Statements of Net Position

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## **LIABILITIES AND FUND EQUITY**

	<b><u>April 30, 2022</u></b>	<b><u>March 31, 2022</u></b>
<b><u>Current Liabilities</u></b>		
Accounts Payable	\$ 159,173	\$ 276,062
DWR and Warren Act Charge Deposits (Note 6a)	8,039,098	7,011,588
CCWA & DWR Variable Charge Deposits (Note 6b)	2,614,626	2,925,539
Other liabilities	1,073,339	983,062
DWR Reserve Fund	6,601,911	6,598,078
Rate Coverage Reserve Fund	9,495,379	9,495,379
Unearned Revenue	191,032	5,470
Credits Payable to Project Participants	1,565,831	1,602,771
<b>Total Current Liabilities</b>	<b><u>29,740,391</u></b>	<b><u>28,897,948</u></b>
<b><u>Non-Current Liabilities</u></b>		
OPEB Liability	552,948	552,948
Escrow Deposits	516,793	516,382
Net Pension Liability	4,034,798	4,034,798
<b>Total Non-Current Liabilities</b>	<b><u>5,104,539</u></b>	<b><u>5,104,128</u></b>
<b><u>Commitments and Uncertainties</u></b>		
<b><u>Net Assets</u></b>		
Contributed capital, net (Note 10)	22,562,433	22,562,433
Retained earnings	69,635,808	70,814,868
<b>Total Net Assets</b>	<b><u>92,198,241</u></b>	<b><u>94,164,182</u></b>
<b>Total Liabilities and Net Assets</b>	<b><u>\$ 127,043,171</u></b>	<b><u>\$ 128,166,258</u></b>





## Statements of Revenues, Expenses and Changes in Net Position

	April 30, 2022	March 31, 2022
<b><u>Operating Revenues</u></b>		
Operating reimbursements from project participants	\$ 21,798,461	\$ 21,905,855
Other revenues	89,126	64,258
<b>Total Operating Revenues</b>	21,887,588	21,970,113
<b><u>Operating Expenses</u></b>		
Personnel expenses	4,230,108	3,721,908
Office expenses	14,146	13,184
General and administrative	148,060	129,961
Professional Services	727,564	563,100
Supplies and equipment	765,564	718,085
Monitoring expenses	84,894	77,704
Repairs and maintenance	221,349	195,311
Utilities	669,416	613,199
Depreciation and amortization	2,033,077	1,823,785
Other expenses	598,991	558,840
<b>Total Operating Expenses</b>	9,493,169	8,415,076
<b>Operating Income</b>	12,394,418	13,555,038
<b><u>Non-Operating Revenues</u></b>		
Investment income	131,997	116,784
<b>Total Non-Operating Revenues</b>	131,997	116,784
<b><u>Non-Operating Expenses</u></b>		
Interest	126,186	126,186
Current year credits payable	116,404	82,749
Loss on disposal of fixed assets	49	49
<b>Total Non-Operating Expenses</b>	242,639	208,985
<b>Net Income</b>	12,283,777	13,462,837
<b><u>Retained Earnings</u></b>		
Retained earnings at beginning of period	57,352,031	57,352,031
Retained earnings at end of period	\$ 69,635,808	\$ 70,814,868



# Budget and Actual All Reaches

	April 30, 2022		
	Budget	Actual	Percent Expended <sup>(1)</sup>
<b>Revenues</b>			
Fixed operating assessments <sup>(2)</sup>	\$ 11,514,795	11,671,595	
Variable operating assessments	4,153,649	1,104,597	26.59%
Miscellaneous income		89,126	
Investment income		22,899	
<b>Total Revenues</b>	<u>15,668,444</u>	<u>12,888,217</u>	<u>82.26%</u>
<b>Expenses <sup>(2)</sup></b>			
Personnel expenses	4,433,655	4,230,108	95.41%
Office expenses	17,750	14,146	79.70%
General and administrative	255,971	148,060	57.84%
Professional Services	1,862,321	727,564	39.07%
Supplies and equipment	1,146,092	765,564	66.80%
Monitoring expenses	97,840	84,894	86.77%
Repairs and maintenance	244,007	221,349	90.71%
Utilities	2,648,058	669,416	25.28%
Other expenses	594,159	449,089	75.58%
Capital and Non-Capital Expenditures	1,736,230	1,160,378	66.83%
<b>Total Expenses</b>	<u>13,036,083</u>	<u>8,470,568</u>	<u>64.98%</u>
<b>Operating Income</b>	<u>2,632,361</u>	<u>4,417,649</u>	
<b>Net Income (Loss)</b>	<u>\$ 2,632,361</u>	<u>4,417,649</u>	

(1) Percent of year expended: 83.33%

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

Central Coast Water Authority  
**Notes to Financial Statements**  
April 30, 2022

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**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	\$ 28,357
City of Santa Maria	835,252
Golden State Water Company	25,779
Vandenberg SFB	402,681
City of Buellton	29,801
Santa Ynez ID #1 (Solvang)	77,338
Santa Ynez ID #1	25,685
Goleta Water District	231,173
Morehart Land Co.	10,312
La Cumbre Mutual Water Company	51,553
Raytheon Systems Company	2,578
City of Santa Barbara	153,666
Montecito Water District	154,115
Carpinteria Valley Water District	102,444
TOTAL:	<u>\$ 2,130,736</u>

Central Coast Water Authority  
**Notes to Financial Statements**  
 April 30, 2022

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**Note 3: DWR Reserve Fund**

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

Project Participant	Amount
City of Guadalupe	\$ 140,916
City of Santa Maria	4,147,336
Golden State Water Company	99,016
City of Buellton	147,994
Santa Ynez ID #1 (Solvang)	384,030
Santa Ynez ID #1	878,866
Morehart Land Co.	51,204
La Cumbre Mutual Water Company	200,892
Raytheon Systems Co.	12,801
City of Santa Barbara	538,915
TOTAL:	\$ 6,601,970

**Note 4: Rate Coverage Reserve Fund Cash Deposits**

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

Project Participant	Amount
City of Guadalupe	\$ 192,428
City of Santa Maria	5,204,909
City of Buellton	276,897
Santa Ynez ID #1 (Solvang)	636,783
Santa Ynez ID #1	462,665
La Cumbre Mutual Water Company	403,319
Montecito Water District	1,499,548
Carpinteria Valley Water District	860,498
Shandon	15,825
TOTAL:	\$ 9,552,873

Central Coast Water Authority  
**Notes to Financial Statements**  
April 30, 2022

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**Note 5: Debt Service Payments**

The following table shows the financing participant residual cash balances after repayment in full of the 2016 Revenue Bonds in October 2021. These amounts will be credited in the June 1, 2022 Fixed Assessment Billing for FY 2022/23.

<b>Participant</b>	<b>Amount</b>
Avila Beach	\$ 54
California Men's Colony	473
County of SLO	504
Cuesta College	237
Morro Bay	3,052
Oceano	395
Pismo Beach	654
Shandon	54
Guadalupe	680
Buellton	1,254
Santa Ynez (Solvang)	2,991
Santa Ynez	1,123
Goleta	9,419
Morehart Land	515
La Cumbre	2,112
Raytheon	115
Santa Barbara	5
Montecito	6,843
Carpinteria	3
TOTAL:	\$ 30,483

Central Coast Water Authority  
**Notes to Financial Statements**  
 April 30, 2022

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**Note 6a: Cash and Investments Payment to DWR**

Cash deposits for DWR payments.

Project Participant	Amount
City of Guadalupe	\$ 137,092
City of Santa Maria	2,632,396
Golden State Water Company	28,084
Vandenberg SFB	3,144,397
City of Buellton	133,387
Santa Ynez ID #1 (Solvang)	105,234
Santa Ynez ID #1	160,991
Goleta Water District	711,250
Morehart Land Co.	15,013
La Cumbre Mutual Water Company	56,175
Raytheon Systems Co.	9,966
City of Santa Barbara	168,485
Montecito Water District	443,217
Carpinteria Valley Water District	293,413
TOTAL:	<u>\$ 8,039,098</u>

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

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

Project Participant	Amount
City of Guadalupe	\$ 28,686
City of Santa Maria	975,353
Golden State Water Company	23,776
Vandenberg SFB	336,226
City of Buellton	35,215
Santa Ynez ID #1 (Solvang)	86,168
Santa Ynez ID #1	104,546
Goleta Water District	101,912
Morehart Land Co.	35,555
La Cumbre Mutual Water Company	127,324
Raytheon Systems Co.	4,106
City of Santa Barbara	203,210
Montecito Water District	307,332
Carpinteria Valley Water District	245,218
TOTAL:	<u>\$ 2,614,626</u>

Central Coast Water Authority  
**Notes to Financial Statements**  
 April 30, 2022

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**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	\$ 18,598
City of Santa Maria	320,627
Golden State Water Company	5,333
Vandenberg SFB	664,886
City of Buellton	15,143
Santa Ynez ID #1 (Solvang)	28,102
Santa Ynez ID #1	(73)
Goleta Water District	49,676
Morehart Land Co.	884
La Cumbre Mutual Water Company	5,536
Raytheon Systems Co.	255
City of Santa Barbara	1
Montecito Water District	28,892
Carpinteria Valley Water District	18
Shandon	2,903
Lopez Turnout	68,480
Chorro Turnout	60,134
TOTAL:	<u><u>\$ 1,269,394</u></u>

**Note 8: Escrow Deposits**

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

Project Participant	Amount
Morehart Land Company	\$ 408,000
Raytheon Systems Company	108,800
TOTAL:	<u><u>\$ 516,800</u></u>

**Note 9: Construction in Progress**

Amounts in construction in progress represent expenditures incurred during FY 2021/22 and amounts retained in construction in progress at April 30, 2022. The following schedule shows the CIP expenditures for CCWA projects.

Financial Reach	Amount
Labor	\$ 29,058
Materials	164,086
Overhead	817,331
Project CIP Total:	<u><u>\$ 1,010,476</u></u>

Central Coast Water Authority  
**Notes to Financial Statements**  
April 30, 2022

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**Note 10: 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.

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



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

System Name: Central Coast Water Authority

System Number: 4210030

Treatment Plant Name: Polonio Pass Water Treatment Plant

**April 2022**

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	8.74	2.60	0.41	1.5			101	85	10	130	62		
2	8.71	2.57	0.42	1.5			101	88	12	132	65		
3	8.81	2.70	0.44	1.0			99	87	10	135	63		
4	8.87	2.80	0.40	1.5	19	1	103	87	10	130	62	632	
5	8.90	2.20	0.49	1.5			100	89	10	129	64		
6	8.92	2.78	0.49	1.0			100	90	10	123	54		4.6
7	8.92	2.53	0.37	1.0			98	89	11	124	62		
8	8.88	2.60	0.44	1.0			97	92	10	123	65		
9	8.85	2.60	0.44	1.0			95	88	10	129	68		
10	8.80	1.65	0.38	1.0			92	87	10	120	61		
11	8.77	1.32	0.36	1.0	687	1	90	88	9	132	65	606	
12	8.77	0.93	0.36	1.0			92	88	8	125	62		
13	8.73	15.62	0.34	1.0			92	89	7	127	59		
14	8.77	0.84	0.33	1.0			90	91	8	127	61		
15	8.70	0.72	0.31	1.0			87	87	7	129	61		
16	8.71	0.64	0.32	1.0			80	87	4	134	62		
17	8.72	0.64	0.34	2.0			80	86	5	129	65		
18	8.65	1.41	0.43	1.5	185	2	82	88	4	129	65	573	
19	8.48	0.86	0.47	1.5			78	88	4	134	70		
20	8.31	0.69	0.48	1.5			76	89	0	135	67		
21	8.18	0.70	0.51	1.5			75	89	0	136	65		
22	8.12	0.72	0.47	1.5			74	88	0	133	65		
23	8.12	0.74	0.49	1.5			71	88	0	131	64		
24	8.24	0.77	0.48	1.5			70	87	0	133	64		
25	8.48	0.80	0.46	1.5	31	1	70	89	2	130	63	548	
26	8.66	0.82	0.43	1.0			72	87	5	127	64		
27	8.79	0.77	0.41	1.0			73	88	6	125	66		
28	8.70	0.76	0.41	1.0			73	88	6	122	67		
29	8.70	0.73	0.40	1.0			75	93	6	130	67		
30	8.63	0.72	0.38	1.0			73	86	4	132	63		
<b>Avg</b>	<b>8.65</b>	<b>1.87</b>	<b>0.42</b>	<b>1.2</b>	<b>231</b>	<b>1</b>	<b>85</b>	<b>88</b>	<b>6</b>	<b>129</b>	<b>64</b>	<b>590</b>	<b>4.6</b>

**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

April 2022

Date:	TW pH (SU)	TW Turbidity (NTU)	Filter Rate (gpm/ft <sup>2</sup> )	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	8.33	0.09	2.91	0.0	ABSENT	105	77	129	62	3.65	0.00	3.62	0.69	0.00	5.2		
2	8.31	0.09	2.91	0.0	ABSENT	105	75	136	64	3.65	0.00	3.58	0.69	0.00	5.2		
3	8.32	0.09	2.91	0.0	ABSENT	102	77	130	62	3.60	0.00	3.52	0.68	0.00	5.2		
4	8.35	0.09	2.91	0.0	ABSENT	102	77	129	61	3.63	0.00	3.53	0.70	0.00	5.0	711	
5	8.40	0.08	2.91	1.0	ABSENT	102	77	128	61	3.77	0.00	3.73	0.73	0.00	5.1		
6	8.53	0.08	2.91	0.0	ABSENT	102	79	124	51	3.69	0.00	3.62	0.74	0.00	4.9		2.6
7	8.44	0.08	2.91	0.0	ABSENT	102	78	124	61	3.58	0.00	3.37	0.72	0.00	4.7		
8	8.27	0.08	3.07	0.0	ABSENT	101	76	126	62	3.47	0.00	3.34	0.69	0.00	4.8		
9	8.43	0.08	3.07	0.0	ABSENT	99	81	128	65	3.65	0.00	3.45	0.70	0.00	4.9		
10	8.38	0.07	2.91	0.0	ABSENT	98	80	124	62	3.63	0.00	3.47	0.72	0.00	4.8		
11	8.34	0.07	2.91	0.0	ABSENT	94	78	131	66	3.67	0.00	3.48	0.69	0.00	5.0	697	
12	8.44	0.07	2.91	0.0	ABSENT	97	80	127	63	3.58	0.00	3.49	0.71	0.00	4.9		
13	8.41	0.07	2.91	0.0	ABSENT	95	80	128	57	3.65	0.00	3.52	0.70	0.00	5.0		
14	8.31	0.06	2.91	0.0	ABSENT	93	82	128	60	3.63	0.00	3.48	0.71	0.00	4.9		
15	8.26	0.06	2.91	0.0	ABSENT	91	74	134	62	3.48	0.00	3.38	0.67	0.00	5.0		
16	8.38	0.06	3.07	0.0	ABSENT	88	77	132	62	3.53	0.00	3.62	0.69	0.00	5.2		
17	8.38	0.06	3.04	0.0	ABSENT	87	76	131	66	3.57	0.00	3.51	0.68	0.00	5.2		
18	8.44	0.07	2.91	0.5	ABSENT	88	81	134	67	3.53	0.00	3.58	0.69	0.00	5.2	653	
19	8.32	0.07	2.91	0.0	ABSENT	86	78	132	67	3.61	0.00	3.47	0.69	0.00	5.0		
20	8.34	0.06	2.91	0.0	ABSENT	83	79	132	65	3.58	0.00	3.37	0.68	0.00	5.0		
21	8.43	0.07	3.32	0.0	ABSENT	80	82	127	64	3.70	0.00	3.45	0.69	0.00	5.0		
22	8.26	0.06	3.88	0.0	ABSENT	78	83	137	63	3.78	0.00	3.67	0.70	0.00	5.2		
23	8.32	0.06	3.88	0.0	ABSENT	77	83	131	64	3.68	0.00	3.58	0.70	0.00	5.1		
24	8.28	0.06	3.72	0.5	ABSENT	76	82	129	63	3.72	0.00	3.61	0.70	0.00	5.2		
25	8.36	0.07	3.72	0.0	ABSENT	74	83	132	64	3.64	0.00	3.68	0.68	0.00	5.4	608	
26	8.38	0.06	3.80	0.0	ABSENT	78	86	129	65	3.66	0.00	3.53	0.70	0.00	5.0		
27	8.42	0.06	3.88	0.0	ABSENT	76	88	126	64	3.72	0.00	3.52	0.71	0.00	5.0		
28	8.48	0.06	3.88	0.0	ABSENT	75	81	126	64	3.79	0.00	3.58	0.72	0.00	5.0		
29	8.33	0.06	3.64	0.0	ABSENT	78	82	127	66	3.72	0.00	3.48	0.71	0.00	4.9		
30	8.37	0.06	3.40	0.0	ABSENT	76	81	127	66	3.67	0.00	3.43	0.71	0.00	4.8		
<b>Avg</b>	<b>8.37</b>	<b>0.07</b>	<b>3.20</b>	<b>0.07</b>		<b>89</b>	<b>80</b>	<b>129</b>	<b>63</b>	<b>3.64</b>	<b>0.00</b>	<b>3.52</b>	<b>0.70</b>	<b>0.00</b>	<b>5.0</b>	<b>667</b>	<b>2.60</b>

Central Coast Water Authority  
**Calendar Year 2022 Actual and Requested Deliveries in Acre Feet**

Project Participant	Total Available AF Amounts <sup>(1)</sup>	ACTUALS					REQUESTED										Estimated Annual Delivery Total
		Jan.	Feb.	Mar.	Apr.	Subtotal	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Subtotal		
Guadalupe	44	1	1	1	1	4	1	1	1	1	1	1	1	1	8	12	
Santa Maria	1,863	0	332	0	0	332	0	276	285	285	276	285	0	0	1,407	1,739	
So. Cal. Water Co.	61	0	0	1	2	3	0	5	10	10	10	3	0	0	38	41	
Vandenberg AFB	834	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Buellton	74	0	0	0	2	2	0	14	14	14	14	18	0	0	74	76	
Solvang (Billed to SY)	644	30	35	47	44	156	92	120	120	110	100	100	20	43	705	861	
Santa Ynez ID#1	216	0	0	0	0	0	75	75	0	0	0	0	0	0	150	150	
Goleta	3,421	377	332	338	308	1,355	378	102	304	307	280	354	152	388	2,265	3,620	
Morehart Land Co.	214	10	10	10	10	40	10	10	10	10	10	10	10	10	80	120	
La Cumbre	820	40	25	20	35	120	20	0	0	0	0	0	30	20	70	190	
Raytheon	11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Santa Barbara	899	0	0	0	100	100	130	154	270	276	178	30	0	0	1,038	1,138	
Montecito	165	0	0	0	0	0	30	54	90	96	78	30	0	0	378	378	
Carpinteria	578	0	0	0	0	0	20	36	140	136	52	20	0	0	404	404	
<b>Subtotal Santa Barbara:</b>	<b>9,844</b>	<b>458</b>	<b>735</b>	<b>417</b>	<b>502</b>	<b>2,112</b>	<b>756</b>	<b>847</b>	<b>1,244</b>	<b>1,245</b>	<b>999</b>	<b>851</b>	<b>213</b>	<b>462</b>	<b>6,617</b>	<b>8,729</b>	
Shandon		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Chorro Valley		158	163	188	179	688	185	185	185	185	185	185	185	185	1,480	2,168	
Lopez		106	132	179	200	617	199	199	199	199	135	180	147	138	1,396	2,013	
<b>Subtotal SLO County:</b>		<b>264</b>	<b>295</b>	<b>367</b>	<b>379</b>	<b>1,305</b>	<b>384</b>	<b>384</b>	<b>384</b>	<b>384</b>	<b>320</b>	<b>365</b>	<b>332</b>	<b>323</b>	<b>2,876</b>	<b>4,181</b>	
<b>TOTAL ENTITLEMENT DELIVERIES</b>	<b>9,844</b>	<b>722</b>	<b>1,030</b>	<b>784</b>	<b>881</b>	<b>3,417</b>	<b>1,140</b>	<b>1,231</b>	<b>1,628</b>	<b>1,629</b>	<b>1,319</b>	<b>1,216</b>	<b>545</b>	<b>785</b>	<b>9,493</b>	<b>12,910</b>	
<b>EXCHANGE DELIVERIES</b>																	
Santa Ynez-Exchange		0	0	0	0	0	(125)	(225)	(375)	(400)	(325)	(125)	0	0	(1,575)	(1,575)	
Goleta-Exchange		0	0	0	0	0	45	81	135	144	117	45	0	0	567	567	
Santa Barbara-Exchange		0	0	0	0	0	30	54	90	96	78	30	0	0	378	378	
Montecito-Exchange		0	0	0	0	0	30	54	90	96	78	30	0	0	378	378	
Carpinteria-Exchange		0	0	0	0	0	20	36	60	64	52	20	0	0	252	252	
<b>TOTAL EXCHANGE DELIVERIES</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Total Lake Deliveries only</b>		<b>427</b>	<b>367</b>	<b>368</b>	<b>453</b>		<b>588</b>	<b>356</b>	<b>814</b>	<b>825</b>	<b>598</b>	<b>444</b>	<b>192</b>	<b>418</b>		<b>5,850</b>	

<sup>(1)</sup> Total AF of Table A allocation and carryover amounts



## CENTRAL COAST WATER AUTHORITY

### MEMORANDUM

May 19, 2022

**TO:** CCWA Board of Directors

**FROM:** Ray A. Stokes  
Executive Director

**SUBJECT:** 2022 Supplemental Water Purchase Program: Mojave Water Agency Transfer

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#### SUMMARY

Pursuant to the 2022 Supplemental Water Purchase Program, Staff has identified a potential purchase opportunity from the Mojave Water Agency (MWA). Three CCWA Participants have elected to purchase a portion of the water to be purchased from the MWA.

This report summarizes the proposed transfer and requests the Board of Directors' approval of the transfer and further requests authorization to execute the agreements required to effectuate the proposed transfer.

#### RECOMMENDATION

Staff recommends that the Board of Directors:

Adopt Resolution No. 22-04: A Resolution Of The Board Of Directors Of The Central Coast Water Authority Approving The 2022 Purchase Of Supplemental State Water Project Water Supplies From Mojave Water Agency

#### DISCUSSION

Due to prolonged drought conditions and low SWP "Table A Amount" for 2022, CCWA currently needs additional water supplies to supplement its 2022 supplies. MWA will make available 1,500 acre-feet (AF) of MWA's 2022 Annual Table A Amount, as that term is defined by the State Water Contract, for transfer to CCWA. CCWA will pay MWA a rate of \$2,000 for every AF of water purchased, which will occur on execution of an agreement with DWR which incorporates the terms and conditions of the transfer. The point of delivery for the transfer is Banks Pumping Plant, a DWR facility, and all water delivered to CCWA will be used entirely within CCWA's service area and within the service area.

The City of Santa Maria, City of Santa Barbara, and the La Cumbre Mutual Water Company (each, a "Purchase Participant" or "Contractor") have or will execute the "Purchase Agreement re. Mojave Water Agency" with CCWA whereby each Purchase Participant agrees to purchase a portion of the water made available by the proposed transfer, to pay its pro rata share of all costs associated with the proposed transfer, and to assume all obligations and liabilities associated with the proposed transfer.

CCWA Participants who are not parties to the Purchase Agreement have no financial or legal responsibility for the proposed transfer.

In order to effectuate the proposed transfer, the Board of Directors must approve the proposed transfer and authorize me to execute the necessary agreements, including an agreement with MWA (the "Transfer Agreement") and an agreement with the Santa Barbara County Flood Control and Water Conservation District (the "SBCFCWCD Agreement").

Before executing the Transfer Agreement and SBCFCWCD Agreements, a number of conditions must be satisfied, including: each Purchase Participant's execution of the Purchase Agreement, CCWA's receipt of each Purchase Participant's deposit, and CCWA's receipt of the certification required by section 4.2.3 of the Purchase Agreement.

## **ENVIRONMENTAL REVIEW**

Pursuant to the authority granted to me by Section 4 of CCWA's Local Guidelines for Implementing the California Environmental Quality Act (CEQA), adopted January 22, 2015, I have determined that the proposed transfer is exempt from CEQA because:

- The transfer will facilitate the delivery of SWP water from one SWP contractor to another, using only existing DWR facilities and existing facilities in Santa Barbara and San Bernardino Counties and is intended to meet existing uses of water and would not support new development or a change in land use. (14 Cal. Code Regs. §§ 15061(b)(2), 15061(b)(3), 15301.)
- The transfer is entirely within the authorized SWP place of use.
- None of the exceptions to use of an exemption set forth in CEQA Guidelines section 15300.2 apply and the Transfer will not have a significant impact on the environment.

### **Attachment:**

Resolution No. 22-04: A Resolution Of The Board Of Directors Of The Central Coast Water Authority Approving The 2022 Purchase Of Supplemental State Water Project Water Supplies From Mojave Water Agency

**RESOLUTION NO. 22-04**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
CENTRAL COAST WATER AUTHORITY APPROVING THE 2022 PURCHASE OF  
SUPPLEMENTAL STATE WATER PROJECT WATER SUPPLIES FROM  
MOJAVE WATER AGENCY**

**Recitals**

- A. The Central Coast Water Authority (“**CCWA**”) is a Joint Powers Agency formed pursuant to Government Code section 6500 et seq. and that certain Joint Exercise of Powers Agreement dated August 1, 1991, as amended.
- B. In 1963, the Santa Barbara County Flood Control and Water Conservation District (“**District**”) and the Department of Water Resources (“**DWR**”), acting on behalf of the State of California, executed that certain agreement dated February 26, 1963 for the supply and delivery of State Water Project (“**SWP**”) water (“**State Water Contract**”). The State Water Contract has been amended on numerous occasions, most recently by the Water Management Amendment in April, 2021.
- C. On November 12, 1991, the District and CCWA entered into the Transfer of Financial Responsibility Agreement whereby CCWA assumed full responsibility for all of the District’s obligations pursuant to the State Water Contract.
- D. CCWA entered into a series of “Water Supply Agreements” with various cities, water districts, and other water supply retailers who purchase and deliver water to their customers, and other end users, in Santa Barbara County (each a “**CCWA Participant**” and collectively, the “**CCWA Participants**”).
- E. On March 18, 2022, in light of developing drought conditions throughout California, DWR notified the parties that contract with DWR for SWP water (“**State Water Contractors**”) that SWP deliveries would be reduced to five percent of each State Water Contractor’s annual allocation of the SWP water supply for the upcoming water year. Accordingly, CCWA anticipates that its “Annual Table A Amount” of 45,486 acre-feet (AF) pursuant to the State Water Contract will be reduced for 2022 to as little as 2,275 AF. CCWA’s historical average annual delivery of SWP water is approximately 21,400 AF per year.
- F. The State Water Contract, as amended by the Water Management Amendment, allows for transfers of Annual Table A Amount. Mojave Water Agency (“**MWA**”) has 1,500 AF of Annual Table A Amount available for transfer to CCWA in 2022.
- G. Several CCWA Participants have notified CCWA of a current need for water to supplement their respective annual water supplies. For that purpose, CCWA seeks to purchase 1,500 AF of the 2022 Annual Table A Amount allocated to

MWA by DWR (the “**Transfer**”). The terms and conditions of the proposed Transfer are described in the Letter Agreement between CCWA and MWA (“**Transfer Agreement**”), which is attached hereto as **Exhibit A**.

- H. The Transfer is subject to the terms and conditions of the State Water Contract, as amended by the Water Management Amendment, and requires DWR’s approval. DWR’s approval of the Transfer is anticipated in the form of a Change in Point of Delivery Agreement (“**DWR Agreement**”).
- I. The City of Santa Maria, the City of Santa Barbara, and the La Cumbre Mutual Water Company (each, a “**CCWA Purchase Participant**”) have or will execute an agreement with CCWA (“**CCWA Purchase Agreement**”) whereby each CCWA Purchase Participant agrees to purchase a portion of the water made available by the Transfer, to pay its pro rata share of all costs associated with the Transfer, and to be responsible for all obligations and liabilities associated with the Transfer. The CCWA Purchase Agreement is attached hereto as **Exhibit B**.
- J. The CCWA Purchase Agreement includes numerous conditions precedent to the effectiveness of CCWA’s approval of the Transfer and execution of the associated agreements, including but not limited to CCWA’s receipt of payment and certification of certain matters required by Article 57(g) of the State Water Contract from each CCWA Purchase Participant.
- K. By email dated May 19, 2022, CCWA’s Executive Director transmitted a copy of the Transfer Agreement to all State Water Contractors and to the Water Transfers Committee of the State Water Contractors Association.
- L. Because the District remains the contracting party to the State Water Contract for Santa Barbara County, DWR requires the District’s execution of the DWR Agreement, on behalf of CCWA. To obtain the District’s execution of the DWR Agreement, it is anticipated that the District will require CCWA to indemnify the District from all liabilities associated with the DWR Agreement, as provided in the proposed Release, Assumption, Indemnification and Release Agreement (“**SBCFCWCD Agreement**”), a copy of which is attached hereto as **Exhibit C**.
- M. Prior to approving the Transfer and executing the associated agreements, CCWA must comply with the California Environmental Quality Act (“**CEQA**”). The CCWA Board of Directors has considered, agrees with, and incorporates herein all of the findings made by Staff in the Notice of Exemption attached hereto as **Exhibit D**, including but not limited to, the determinations that approval of the Transfer falls within a categorical exclusion under CEQA and that none of the exceptions to use of an exemption set forth in CEQA Guidelines section 15300.2 apply and the Transfer will not have a significant impact on the environment.

**NOW, THEREFORE, BE IT RESOLVED** as follows:

**SECTION 1**

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

**SECTION 2**

As required by Article 57(g) of the State Water Contract, the Board of Directors finds:

1. CCWA has complied with all applicable laws.
2. CCWA has provided any required notices to public agencies and the public.
3. CCWA has provided the relevant terms to all contractors and to the Water Transfers Committee of the State Water Contractors Association.
4. CCWA is informed and believes that the Transfer will not harm other contractors.
5. CCWA is informed and believes that the Transfer will not adversely impact SWP operations.
6. CCWA is informed and believes that the Transfer will not affect its ability to make all payments, including payments when due under the State Water Contract for CCWA's share of the financing costs of the State's Central Valley Project Revenue Bonds.
7. CCWA has considered the potential impacts of the Transfer within its service area.

**SECTION 3**

Based on the findings set forth herein, the Board of Directors approves the Transfer. Subject to the Executive Director's determination that the DWR Agreement is consistent with the Transfer, as described in the Transfer Agreement, the Board of Directors agrees to be bound by the DWR Agreement.

This Resolution shall take effect immediately.

**SECTION 4**

The Board of Directors authorizes the Executive Director to do and cause to be done any and all acts and things necessary or proper for carrying out the Transfer, including



but not limited to executing the CCWA Purchase Agreement with each of the CCWA Purchase Participants and making such non-substantive modifications to the Transfer and any related agreements as may be required to effectuate the Transfer.

Upon satisfaction of all of the conditions set forth in the CCWA Purchase Agreement, the Board of Directors further authorizes the Executive Director to execute the Transfer Agreement and to execute the SBCFCWCD Agreement, as may be required to obtain SBCFCWCD's execution of the DWR Approval Agreement on behalf of CCWA, all on behalf of the CCWA Purchase Participants.

PASSED, APPROVED AND ADOPTED on May 26, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chair of the Board

ATTEST:

\_\_\_\_\_

I hereby certify that the foregoing resolution was adopted at a regular meeting of the Central Coast Water Authority held on May 26, 2022.

\_\_\_\_\_

APPROVED AS TO FORM:

Brownstein Hyatt Farber Schreck LLP

\_\_\_\_\_

Stephanie Osler Hastings

**Exhibits:**

- A. Transfer Agreement between CCWA and MWA
- B. CCWA Purchase Agreement between CCWA and CCWA Purchase Participants for the Transfer
- C. Assignment, Assumption, Indemnification and Release Agreement between CCWA and the Santa Barbara County Flood Control and Water Conservation District
- D. Notice of Exemption re. Central Coast Water Authority and Mojave Water Agency 2022 Transfer of Table A Water



May 26, 2022

Allison Febbo, General Manager  
Mojave Water Agency  
13846 Conference Center Drive  
Apple Valley, CA 92307

Subject: 2022 Water Transfer/Exchange Agreement

Dear Ms. Febbo,

This letter agreement ("Agreement") documents and confirms the agreement that has been reached between the Central Coast Water Authority ("CCWA") and the Mojave Water Agency ("MWA") for a transfer/exchange of water from and through the State Water Project, subject to the terms and conditions set forth herein.

### **BACKGROUND AND PURPOSE**

MWA has a State Water Supply Contract with the California Department of Water Resources ("DWR") for water from the State Water Project ("SWP"). CCWA has assumed responsibility for the State Water Supply Contract between the Santa Barbara County Flood Control and Water Conservation District ("SBCFCWCD") and DWR. DWR has implemented the Water Management Contract Amendment to the State Water Supply Contracts, which allows for non-permanent water transfers of Project Water pursuant to Article 56(d).

As of the date of this Agreement, DWR has approved an allocation of water from the SWP to CCWA of 5% of the Table A Amount, as that term is defined by the State Water Contract, for calendar year 2022. For CCWA, that equals an allocation of 2,274 acre-feet ("AF") that CCWA will receive from the SWP in 2022. CCWA's allocation for 2022 is not sufficient to satisfy CCWA's projected demand for imported water in 2022. MWA has surplus water available to it and has agreed to transfer 1,500 AF of its 2022 Annual Table A Amount to CCWA for delivery in 2022, subject to the terms and conditions hereinafter set forth herein ("Transfer").

### **TERMS AND CONDITIONS**

#### **Conditions Precedent**

DWR's written approval of the Transfer is a condition precedent to the effectiveness of this Agreement. CCWA and MWA anticipate that DWR's approval will be provided in the form of a Change in Point of Delivery Agreement ("DWR Approval Agreement"). In the event of a conflict between the terms of this Agreement and the DWR Approval Agreement, the terms of the DWR Approval Agreement shall govern.

SBCFCWCD's execution of the DWR Approval Agreement, on behalf of CCWA, is a condition precedent to the effectiveness of this Agreement.

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

255 Industrial Way  
Buellton, CA 93427  
(805) 688-2292  
Fax (805) 686-4700  
www.ccwa.com

### Water Transfer to CCWA

MWA shall make available and CCWA shall take delivery of 1,500 AF of MWA's Annual Table A Amount in 2022.

The Transfer will occur as provided in the DWR Approval. The point of delivery for the Transfer is the Banks Pumping Plant.

### Places of Use

The water delivered to CCWA in 2022 pursuant to this Agreement shall be used entirely within CCWA's service area.

### California Environmental Quality Act

Because all of the water delivered to CCWA pursuant to this Agreement will be delivered through existing facilities, without the construction of additional facilities to effect such deliveries, CCWA and MWA agree that the Transfer described herein constitutes a project that is exempt from the California Environmental Quality Act ("CEQA") pursuant to Sections 15061(b)(3) and 15301 of the State CEQA Guidelines. Furthermore, the Transfer, which is a temporary water transfer, qualifies for a Statutory Exemption under CEQA as follows: Section 15282 (u) Temporary changes in the point of diversion, place of use, of purpose of use due to a transfer or exchange of water or water rights as set forth in Section 1729 of the Water Code.

CCWA and MWA each shall file, in their respective counties, a Notice of Exemption for the Transfer with the applicable County Clerk/Recorder.

### Pricing and Transaction Costs

CCWA shall pay MWA a rate of \$2,000 for every AF of water CCWA agrees to purchase from MWA pursuant to the Transfer; payment shall be made within 30 days of the invoice date.

Additionally, CCWA shall be responsible for the DWR variable costs for the water delivered to CCWA.

Additionally, CCWA shall be responsible for any administrative or other transactional costs charged by DWR for the preparation, processing, and approval of the Transfer, including the DWR Approval Agreement.

Notwithstanding the foregoing, MWA and CCWA shall each be responsible for their own transaction costs, including but not limited to legal and consulting costs incurred in the preparation, review, and implementation of this Agreement, the DWR Approval Agreement, and any other documents and approvals that may be required to affect the Transfer, and any costs associated with each party's compliance with CEQA.

### Cooperation

CCWA and MWA each agrees to cooperate with each other to request and obtain execution of the DWR Approval Agreement described in this Agreement and with the

processing of such other documents, approvals, and or laws (including CEQA) as may be necessary to affect the Transfer.

Costs of Defense

In the event of any legal action by a third party to challenge this Agreement and/or the water transfer described herein, CCWA and MWA agree to cooperate in the defense thereof and to share equally in the costs of such defense, utilizing counsel mutually acceptable to the parties.

Force Majeure

In the event that an unavoidable event renders the performance of this Agreement impossible or infeasible, the parties hereto shall be excused from the performance thereof, with a corresponding refund or adjustment of the payments required herein as may be necessary to achieve financial equity as between the parties for that portion of the Agreement that cannot be performed; provided, however, that CCWA and MWA shall first coordinate with DWR to determine whether alternate performance may be possible pursuant to an alternate schedule for completion of performance.

Authority

The undersigned representatives of CCWA and MWA hereby represent that they are authorized to execute the Agreement for the party on whose behalf this Agreement is executed.

Notice

Written notice may be provided by either party to the other by first-class mail, postage prepaid, to the following addresses:

Central Coast Water Authority  
255 Industrial Way  
Buellton, CA 93427  
Attn: Ray A. Stokes, Executive Director  
RAS@ccwa.com

Mojave Water Agency  
13846 Conference Center Drive  
Apple Valley, CA 92307  
Attn: Allison Febbo, General Manager

If acceptable, sign below acknowledging your agreement to these terms and conditions.

Sincerely,

Ray A. Stokes  
Executive Director

MOJAVE WATER AGENCY

By: \_\_\_\_\_  
Allison Febbo, General Manager

Date: \_\_\_\_\_

**CENTRAL COAST WATER AUTHORITY**

**2022 SUPPLEMENTAL WATER PURCHASE PROGRAM**

**PURCHASE AGREEMENT  
re. MOJAVE WATER AGENCY**

This Supplemental Water Purchase Program Purchase Agreement (“**Agreement**”) is made as of \_\_\_\_\_, 2022 by

CENTRAL COAST WATER AUTHORITY (“**CCWA**”)

and

each signatory to this Agreement (each a “**Contractor**,” and if more than one, “**Contractors**”). CCWA and Contractor are each a “**Party**” and together are the “**Parties**.”

**RECITALS**

A. Pursuant to the Transfer of Financial Responsibility Agreement, the Santa Barbara County Flood Control and Water Conservation District (“**SBCFCWCD**”) transferred to CCWA, and CCWA accepted and assumed, all rights and obligations to the State Water Supply Contract between SBCFCWCD and the Department of Water Resources (“**DWR**”) that provides for the delivery of water from California’s State Water Project to portions of Santa Barbara County.

B. Additionally, CCWA owns, operates and maintains water conveyance, storage and treatment facilities to deliver water made available to CCWA pursuant to the State Water Supply Contract to cities, water districts and other water purveyors and users in portions of Santa Barbara County pursuant to one or more water supply agreements (collectively, the “**CCWA Participants**”).

C. CCWA and Contractor are parties to a water supply agreement (“**Water Supply Agreement**”), as amended from time to time, related to the matters described in Recitals A and B.

D. Due to persistent drought conditions, it is anticipated that the State Water Project will be unable to deliver to CCWA the quantity of water needed by CCWA for delivery to the CCWA Participants. Accordingly, CCWA implemented the 2022 Supplemental Water Purchase Program.

E. CCWA and Contractor entered into a 2022 Supplemental Water Purchase Program Participation Agreement (“**Participation Agreement**”). Pursuant to Contractor’s Participation Agreement, CCWA has identified an opportunity to purchase a source of supply from Mojave Water Agency (“**Seller**”) to supplement the supply provided for in Contractor’s Water Supply Agreement (“**Supplemental Water**”) on behalf of Contractor and Contractor has determined to participate in the purchase of Supplemental Water from Seller and has submitted to CCWA a Statement of Intent (as that term is defined in the Participation Agreement) related thereto. All

references to the “purchase” of water herein include both transfers of water and exchanges of water.

F. The Parties anticipate that numerous approvals will be required to effectuate CCWA’s acquisition of Supplemental Water from Seller and delivery to Contractor (the “**Transfer/Exchange**”), including DWR’s approval of the Transfer/Exchange in the form of a contract (“**DWR Approval Agreement**”). The Parties also anticipate that the DWR Approval Agreement will require that SBCFCWCD, as party to the State Water Contract, execute the DWR Approval Agreement on behalf of CCWA and further, that as a condition precedent to executing the DWR Approval Agreement, SBCFCWCD will require that CCWA enter into an SBCFCWCD Agreement, as this term is defined in Paragraph 4.3 of this Agreement, to indemnify and release the SBCFCWCD from any liabilities arising from or related to the Transfer/Exchange.

G. The Parties desire to enter into this Agreement to set forth the rights, responsibilities and obligations of the Parties as it relates to the proposed Transfer/Exchange.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual representations, warranties, covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follow:

## **AGREEMENT**

**1. Purpose and Intent.** The purpose of this Agreement is to provide for CCWA’s acquisition and delivery of Supplemental Water from Seller on behalf of Contractor in exchange for Contractor’s payment of its pro-rata share of CCWA’s Total Expenses, as that term is defined in Paragraph 5.3, and assumption of all liability related to or arising under this Agreement or the Transfer/Exchange, should CCWA’s Board of Directors approve the Transfer/Exchange. It is the intention of the Parties that neither CCWA, nor any CCWA Participant that is not a Party to this Agreement shall incur any expense or liability related to or arising under this Agreement or the related Transfer/Exchange.

**2. Compliance with all Laws.** The Parties’ respective obligations pursuant to this Agreement are contingent upon compliance with all applicable laws and legal requirements associated with the Transfer/Exchange, including but not limited to the California Environmental Quality Act (Pub. Res. Code, § 21000 et seq.) (“**CEQA**”), and securing any required consents, approvals, permits or orders necessary to effectuate the Transfer/Exchange. Contractor acknowledges that CCWA retains sole and absolute discretion with respect to whether to approve or not approve the Transfer/Exchange. CCWA is not restricted from considering any feasible mitigation measures and alternatives, including not approving the Transfer/Exchange.

### **3. Acquisition, Delivery, Acceptance and Assumption**

3.1 CCWA agrees to acquire and deliver to Contractor, and Contractor agrees to purchase and accept delivery of, Supplemental Water to be provided to CCWA by Seller pursuant to, and subject to the terms and conditions of (a) the proposed agreement between CCWA and Seller (“**Transfer/Exchange Agreement**”), a copy of which is attached hereto as **Exhibit A**, and (b) the DWR Approval Agreement. The quantity of Supplemental Water being purchased by

CCWA for Contractor (“**Purchase Amount**”) shall be as stated in the table attached hereto as **Exhibit B** and incorporated herein.

#### **4. Procedure and Conditions**

4.1 CCWA Consideration of Transfer/Exchange. CCWA’s Board of Directors will hold a regular meeting to consider whether to approve or deny the Transfer/Exchange Agreement by adopting a resolution or other appropriate document in compliance with the State Water Contract and all applicable laws and authorizing the CCWA Executive Director to execute all agreements necessary to effectuate the Transfer/Exchange, as further provided in this Paragraph 4.

4.2 Conditions of Approval. CCWA’s Board of Directors’ consideration of the Transfer/Exchange Agreement is expressly conditioned upon, and subject to, all of the following:

4.2.1 CCWA, acting in its sole and absolute discretion, shall comply with CEQA and all other applicable laws.

4.2.2 Contractor shall have delivered the deposit and all other payments due to CCWA pursuant to this Agreement and shall not be in default of this Agreement or Contractor’s Participation Agreement.

4.2.3 Contractor shall have certified by resolution or other appropriate document all of the matters set forth in this Paragraph 4.2.3 and delivered said certification to CCWA.

a. Contractor has complied with all applicable laws, including as applicable, CEQA.

b. Contractor has provided any required notices to public agencies and the public.

c. Contractor is informed and believes that the Transfer/Exchange will not harm other CCWA Participants or State Water Contractors.

d. Contractor is informed and believes that the Transfer/Exchange will not adversely impact CCWA or State Water Project operations.

e. Contractor is informed and believes that the Transfer/Exchange will not affect its ability to make all payments, including payments when due under the Water Supply Agreement and this Agreement.

f. Contractor has considered the potential impacts of the Transfer/Exchange within its service area.

4.1 CCWA Execution of Transfer/Exchange Agreement. In the event CCWA’s Board of Directors approves the Transfer/Exchange, CCWA’s Executive Director will endeavor to timely execute the Transfer/Exchange Agreement and deliver it to Seller and request DWR’s approval of the Transfer/Exchange.



4.2 CCWA Review of DWR Approval Agreement. Upon receipt of the proposed DWR Approval Agreement for the Transfer/Exchange, CCWA's Executive Director will endeavor to timely review the DWR Approval Agreement, and, if consistent with the terms and conditions of the Transfer/Exchange as set forth in the Transfer/Exchange Agreement, CCWA will endeavor to timely notify DWR, Seller and SBCFCWCD of CCWA's approval of the DWR Approval Agreement

4.3 SBCFCWCD Agreement As may be required to obtain the SBCFCWCD's execution of the DWR Approval Agreement, Contractor requests that CCWA execute an Assignment, Assumption and Indemnification Agreement in the form attached hereto as **Exhibit C ("SBCFCWCD Agreement")**. Upon CCWA's execution of the SBCFCWCD Agreement, as provided in this Paragraph 4.3, Contractor agrees to and shall be bound to CCWA under the terms of the SBCFCWCD Agreement, just as CCWA is bound to SBCFCWCD by the terms of the SBCFCWCD Agreement. Contractor also shall be bound to CCWA under the terms of any other commitments by CCWA in connection with the Transfer/Exchange, just as CCWA is bound under said commitments.

4.3.2 Provided that Contractor has satisfied all obligations and conditions precedent set forth in this Agreement, and further provided that CCWA's Board of Directors has approved the Transfer/Exchange and CCWA's Executive Director has determined that the DWR Approval Agreement is consistent with the Transfer/Exchange Agreement, CCWA's Executive Director will endeavor to timely execute and deliver the SBCFCWCD Agreement to SBCFCWCD and request SBCFCWCD's execution of the DWR Approval Agreement on behalf of CCWA.

4.4 Delivery. In the event DWR approves the Transfer/Exchange pursuant to the terms and conditions of the State Water Contract and all contracting parties to the DWR Approval Agreement execute the DWR Approval Agreement, CCWA shall coordinate with DWR and arrange for delivery of the Supplemental Water to Contractor pursuant to the terms and conditions of the DWR Approval Agreement and Contractor's Water Supply Agreement. In the event of a conflict between this Agreement and the Water Supply Agreement, the terms and conditions of this Agreement shall prevail.

4.5 Failure of Conditions. In the event any of the conditions precedent in this Agreement are not satisfied by Contractor, or DWR approval is not obtained, or all contracting parties to the DWR Approval Agreement fail to execute the DWR Approval Agreement, CCWA may terminate this Agreement as provided in Paragraph 11.2.

## **5. Allocation of Costs; Deposit; Contractor Payment**

5.1 Contractor shall pay to CCWA Contractor's pro-rata share of CCWA's Total Expenses (as defined in Paragraph 5.3), which pro-rata share shall be equal to Contractor's Purchase Amount divided by the sum of such quantities for all Contractors, as stated in Exhibit B.

5.2 In the event there is more than one Contractor, for Total Expenses arising from services that are of benefit to only one Contractor, that Contractor shall pay for the Total Expenses related to said services.

5.3 **“Total Expenses”** shall include (i) all payments made by CCWA to Seller pursuant to the Transfer/Exchange Agreement (**“Transfer/Exchange Agreement Expenses”**), and (ii) all out-of-pocket expenditures made by CCWA pursuant to this Agreement (**“CCWA Administrative Expenses”**). CCWA Administrative Expenses shall include, but not be limited to, consultant and legal expenses, any expenses associated with CCWA’s compliance with CEQA, any expenses associated with securing any required approvals, any expenses incurred by CCWA in defense of this Agreement, and any other costs related to or arising under this Agreement.

5.4 Deposit. Prior to execution of this Agreement, CCWA prepared and delivered to Contractor an estimate of the Contractor’s anticipated financial obligations hereunder with respect to the Transfer/Exchange. Concurrently with execution of this Agreement, Contractor shall place on deposit with CCWA the amount stated in the estimate.

5.5 Invoices and Payments. In the event CCWA reasonably determines that the deposit paid by Contractor to CCWA pursuant to Paragraph 5.4 will be insufficient to cover Contractor’s financial obligations hereunder, CCWA is authorized to deliver to the Contractor a revised estimate of those financial obligations and an invoice for an additional deposit. Contractor shall remit the amount stated in the invoice within thirty (30) days of receipt.

5.6 Reconciliation. Upon termination of this Agreement, CCWA shall provide to Contractor an accounting of the actual amounts Contractor is obligated to pay hereunder. Any overpayment by Contractor shall be promptly refunded by CCWA and any underpayment by Contractor shall be promptly paid to CCWA. For clarity, in the event that the DWR Approval Agreement is not executed and therefore that the Transfer/Exchange does not occur, CCWA shall only be obligated to refund Contractor’s deposit of its Transfer/Exchange Agreement Expenses. CCWA shall not be obligated to refund Contractor’s pro-rata share of incurred CCWA Administrative Expenses.

## **6. Cooperation; Contractor’s Representative; Coordination Among Purchase Contractors**

6.1 Cooperation. Contractor acknowledges that CCWA’s ability to purchase and deliver Supplemental Water to Contractor, as provided in this Agreement, requires Contractor’s cooperation. Contractor shall reasonably cooperate with CCWA, at CCWA’s request, in all ways as may be necessary to carry out the terms and conditions of this Agreement.

6.2 Contractor’s Representative. Upon Contractor’s execution of this Agreement, Contractor shall provide to CCWA a written designation of representative, in a form approved by CCWA, identifying Contractor’s authorized representative with full authority to grant, provide and enter into, by and on behalf of Contractor, any and all consents, approvals, instructions, authorizations or agreements by Contractor in connection with this Agreement (collectively, **“Contractor Directions”**). CCWA shall be entitled to rely upon, without inquiry, the full authority of Contractor’s designated representative. Without limiting the foregoing, 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 CCWA hereunder and CCWA 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 providing written notice to CCWA pursuant to this Paragraph.

6.3 Coordination Among Contractors. If there is more than one Contractor, a committee shall be created with each Contractor's designated representative designated in Paragraph 6.2 (the "**Committee**"). The Committee shall be authorized to advise CCWA with respect to CCWA's 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 each Contractor's Purchase Amount. A quorum shall consist of those members of the Committee holding at least 50% of the voting percentages. Committee decisions shall be made by the following vote:

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

6.3.2 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.

## **7. Obligation in the Event of Default**

7.1 Written Demand Upon Failure to Make Payment or Perform Obligation. Upon Contractor's failure to make any payment in full when due under this Agreement or to perform any other obligation hereunder, CCWA shall make written demand upon Contractor, and if such failure is not remedied within thirty (30) days from the date of such demand, such failure shall constitute a default. CCWA shall also provide a copy of the notice of such demand to any other Contractors. Upon failure of CCWA to perform any obligation of CCWA hereunder, Contractor shall make written demand upon CCWA, and if said failure is not remedied within thirty (30) days from the date of such demand, such failure shall constitute a default. Contractor shall also provide a copy of the notice of such demand to any other Contractors.

7.2 Failure to Make Payment. Upon Contractor's failure to make any payment, which failure constitutes a default under this Agreement or any other agreement related to this Agreement to which CCWA is a party, CCWA may terminate this Agreement as to such defaulting Contractor as provided in Paragraph 11.2.

7.3 Increase in Non-defaulting Contractor Costs. Upon the failure of any Contractor to make any payment under this Agreement, the pro-rata share of each non-defaulting Contractor shall be automatically increased (pro rata with the other non-defaulting Contractors) for the remaining term of this Agreement. Contractor acknowledges and agrees that Contractor's pro rata share of Total Expenses may increase as a result of a default by another Contractor.

7.4 Right of Recovery from Defaulting Contractor. If a Contractor shall fail or refuse to pay any amounts due to CCWA under this Agreement, the non-defaulting Contractors' increased obligations to make such payments shall not relieve the defaulting Contractor of its liability for such payments. Each non-defaulting Contractor shall have a right of recovery from the defaulting Contractor to the extent of such non-defaulting Contractor's respective increase in obligation caused by the defaulting Contractor. Any amounts received by CCWA from the defaulting

Contractor for costs that were previously paid by a non-defaulting Contractor pursuant to Paragraph 7.3, shall be reimbursed by CCWA to the non-defaulting Contractors.

7.5 Transfer of Defaulting Contractor's Account. Upon the failure of any Contractor to make any payment which failure constitutes an uncured default under this Agreement, CCWA shall use its best efforts to transfer all or a portion of the Supplemental Water to which the defaulting Contractor is entitled for all or a portion of the remainder of the term of this Agreement to the non-defaulting Contractors on a pro rata basis. Notwithstanding that all or any portion of a defaulting Contractor's Supplemental Water is so transferred, any and all defaulting Contractors shall remain liable to CCWA and/or to any and all non-defaulting Contractors to pay the full amount of their costs in accordance with this Agreements as if such transfer has not been made.

## 8. Disclaimer of Liability

8.1 Contractor acknowledges and agrees that CCWA is in good faith facilitating the Transfer/Exchange on behalf of Contractor in exchange for Contractor's full reimbursement of Contractor's pro-rata share of CCWA's Total Expenses and full assumption of CCWA's liabilities related to or arising out of this Agreement and any related agreements pertaining to the Transfer/Exchange. As a result, it is the intent and agreement of the Contractor and CCWA that CCWA shall not incur any liability for such assistance to Contractor for any cause, except for CCWA's sole negligence, willful misconduct, or breach of contract.

8.2 To the maximum extent permitted by law, neither CCWA, nor any of its elected officials, officers, agents, employees, consultants, or attorneys, nor any of the CCWA Participants who are not also Parties to this Agreement, shall be liable to Contractor pursuant to this Agreement or otherwise for any claims, liabilities, damages, losses, actions, penalties, proceedings, or expenses in the event any condition precedent to this Agreement is not satisfied, any approval required to permit the Transfer/Exchange is not obtained or is conditioned in any manner that is not acceptable to Contractor, or Supplemental Water is not delivered to CCWA, or CCWA is unable to deliver the Supplemental Water to Contractor for any reason, except for CCWA's sole negligence, willful misconduct, or breach of contract.

## 9. Indemnification and Defense

9.1 Indemnification. Contractor ("**Indemnifying Party**") agrees to indemnify, defend, protect and hold harmless CCWA and its officers, directors, employees, agents, consultants and attorneys and CCWA Participants who are not also Parties to this Agreement (each an "**Indemnified Party**" and collectively, the "**Indemnified Parties**") from and against any and all claims, actions, liabilities, damages, losses and expenses, including attorneys', paralegals', consultants', and experts' fees, costs and expenses, arising from or relating to this Agreement and any related agreements pertaining to the Transfer/Exchange, whether claims, actions, liabilities, damages, losses or expenses arise prior to or following termination or expiration of this Agreement, except to the extent any liability, loss, cost or expense is caused by the Indemnified Party's sole negligence, willful misconduct, or breach of contract.

9.2 Defense of Action. If requested by the Indemnified Party, the Indemnifying Party shall assume on behalf of the Indemnified Party, and conduct with due diligence and in good faith, the defense of such Indemnified Party with counsel reasonably satisfactory to the Indemnified

Party; provided, however, that if the Indemnifying Party is a defendant in any such action and the Indemnified Party reasonably believes that there may be legal defenses available to it that are inconsistent with those available to the Indemnifying Party, the Indemnified Party shall have the right to select separate counsel to participate in its defense of such action at the Indemnifying Party's expense. If any claim, action, proceeding or investigation arises as to which the indemnity provided for in Paragraph 9.1 applies, and the Indemnifying Party fails to assume the defense of such claim, action, proceeding or investigation after having been requested to do so by the Indemnified Party, then the Indemnified Party may, at the Indemnifying Party's expense, contest or, with the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, settle such claim, action, proceeding or investigation. All costs and expenses incurred by the Indemnified Party in connection with any such contest or settlement shall be paid upon demand by the Indemnifying Party.

## **10. Remedies**

10.1 If any of the Contractors to this Agreement does not timely perform its obligations set forth in this Agreement, CCWA shall be entitled to proceed to protect and enforce its rights as provided in this Agreement by such appropriate judicial proceedings as CCWA deems most effectual, either by suit in equity or by action at law, whether for the specific performance of any covenant or agreement contained herein or to enforce any other legal or equitable right vested by this Agreement or by law. The provisions of this Agreement and the duties of Contractor and of its elected officials, officers, agents, or employees shall be enforceable by CCWA by mandamus or other appropriate suit, action, or proceeding in any court of competent jurisdiction.

10.2 Contractor and CCWA agree that in the event of a default or breach of this Agreement, the other Party shall have all remedies in law or equity available to them, including specific performance and termination of this Agreement, and no remedy or election shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

## **11. Term; Termination**

11.1 Except as otherwise provided in this Agreement, the term of this Agreement shall commence on the last date this Agreement is executed by all Parties ("**Effective Date**"), and shall continue until the termination of the DWR Approval Agreement, or until Contractor's final payment to CCWA of all costs attributable to this Agreement, whichever is later.

11.2 In the event any of the conditions required by this Agreement are not satisfied, CCWA may terminate Contractor's rights under this Agreement by providing notice of such termination to Contractor.

11.3 In the event Contractor fails to make any payment required by this Agreement, CCWA may terminate Contractor's rights under this Agreement by providing notice of such termination to Contractor and any other Contractors.

11.4 This Agreement may be terminated by CCWA at any time, provided all Purchase Contractors agree in writing thereto.

11.5 Notwithstanding any provision in this Agreement to the contrary, the payment obligations of Contractor to CCWA under Paragraph 5 shall continue in full force and effect and the obligations set forth in Paragraphs 4.3, 7, 8, 9, and 10 shall survive in full force and effect until the expiration of the applicable statute of limitations, or any claim or litigation concerning this Agreement within the applicable statute of limitations is finally resolved, whichever occurs later.

## 12. General Provisions

12.1 Assignability. This Agreement shall not be assigned by Contractor without the prior written consent of CCWA, which consent shall not be unreasonably withheld. Any attempted assignment without the prior written approval of CCWA shall be void.

12.2 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.

12.3 Construction. The provisions of this Agreement should be liberally construed to effectuate its purposes. The language of all parts of this Agreement shall be construed simply according to its plain meaning. 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, as each Party has participated in the drafting of this document and had the opportunity to have their legal counsel review it. The Recitals to this Agreement are incorporated herein and made a part hereof by this reference. The headings in this Agreement are for convenience of reference only and shall not be used in construing this Agreement. 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."

12.4 Counterparts; Delivery by Email. 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 the other Party by email, and such delivery shall be deemed made and completed upon receipt of such email transmission by the other Party. Any Party delivering a signed counterpart by email 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 email transmission.

12.5 Due Authority. Each Party hereby represents and warrants that the individual(s) executing this Agreement are expressly authorized to do so on behalf of such Party and to bind that party to perform all acts required by this Agreement, and that the consent, approval, or

execution of or by any additional person or party is not required to legally bind that party to the terms and conditions of this Agreement.

12.6 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, including Participation Agreements from prior years. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all Parties.

12.7 Good Faith. The Parties agree to exercise their best efforts and utmost good faith to effectuate all the terms and conditions of this Agreement and to execute such further instruments and documents as are necessary or appropriate to effectuate all of the terms and conditions of this Agreement.

12.8 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.

12.9 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.

12.10 No Agency. This Agreement shall not create, nor shall it be construed to create, any agency, partnership or similar relationship among the Parties.

12.11 Notices. All notices, approvals, acceptances, requests, demands and other communications required or permitted under this Agreement, to be effective, shall be in writing and shall be delivered, either in person or by email or by Federal Express or other similar overnight delivery service, to the Party to whom the notice is directed at the address of such Party provided in the signature block of this Agreement. Any communication given by email shall be deemed delivered on such mailing date and any communication given by overnight service shall be deemed delivered one (1) business day after the dispatch date. Either party may change its email and overnight service addresses by giving the other party written notice of its new addresses.

12.12 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.

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

12.14 Third Party Beneficiary; Enforcement. The Parties agree that this Agreement is for the benefit of (i) Contractor, (ii) CCWA, (iii) other Purchase Contractors, and (iv) all CCWA Participants, and all of the aforementioned entities and persons shall be entitled to enforce the provisions of this Agreement.

12.15 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.

12.16 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.

*–signatures follow on next page–*



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

**CENTRAL COAST WATER AUTHORITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Ray A. Stokes  
Title: Executive Director

*Approved as to form:*

Brownstein Hyatt Farber Schreck

By: \_\_\_\_\_  
Name: Stephanie Osler Hastings

Notices:

Central Coast Water Authority  
255 Industrial Way  
Buellton, CA 93427  
Attn: Ray Stokes, Executive Director  
Telephone: (805) 688-2292  
Email: [RAS@ccwa.com](mailto:RAS@ccwa.com)

*–signatures continue on next pages–*

**CITY OF SANTA MARIA**

By: \_\_\_\_\_  
Name: Shad Springer  
Title: Director of Utilities

Date: \_\_\_\_\_

*Approved as to form:*

Tom Watson, City Attorney

By: \_\_\_\_\_  
Title: City Attorney

Notices:

City of Santa Maria  
2065 East Main Street  
Santa Maria, CA 93454  
Attn: Shad Springer, Director of Utilities  
Telephone: (805) 925-0951, ext. 7211  
Email: [sspringer@cityofsantamaria.org](mailto:sspringer@cityofsantamaria.org)

CITY OF SANTA BARBARA

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

Date: \_\_\_\_\_

Name: Joshua Haggmark

Title: Water Resources Manager

*Approved as to form:*

Daniel S. Hentschke, Assistant City Attorney

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

Title: Assistant City Attorney

Notices:

City of Santa Barbara  
630 Garden Street  
Santa Barbara, CA 93101  
Attn: Joshua Haggmark, Water Resources Manager  
Telephone: (805) 564-5393  
Email: [JHaggmark@SantaBarbaraCA.gov](mailto:JHaggmark@SantaBarbaraCA.gov)

**LA CUMBRE MUTUAL WATER COMPANY**

By: \_\_\_\_\_  
Name: Mike Alvarado  
Title: General Manager

Date: \_\_\_\_\_

*Approved as to form:*

Griffith & Thornburgh

By: \_\_\_\_\_  
Name: Donald Boden

Notices:

La Cumbre Mutual Water Company  
695 Via Tranquila  
Santa Barbara, CA 93110  
Attn: Mike Alvarado, General Manager  
Telephone: (805) 967-2376, ext. 115  
Email: [MAlvarado@lacumbrewater.com](mailto:MAlvarado@lacumbrewater.com)

- Exhibit A:** Transfer/Exchange Agreement between CCWA and Seller
- Exhibit B:** Contractor's Purchase Amount and Share of Total Expenses
- Exhibit C:** Form of SBCFCWCD Agreement

**Exhibit A**

Transfer/Exchange Agreement between CCWA and Seller

**Exhibit B**

**Contractor's Purchase Amount and Share of Total Expenses**

	<b>2022 Mojave Water Agency Accord Purchase</b>				
		<i>based on delivery goal</i>	Statement of Intent	Estimated	\$/AF
	Delivery Goal (AF)	% Allocation	(AF)	Water (AF) <sup>(1)</sup>	\$ <b>2,000</b>
La Cumbre Mutual Water Co.	600	15%	500	231	\$ 461,538
City of Santa Maria	1,300	33%	1000	500	\$ 1,000,000
City of Santa Barbara	2,000	51%	1000	769	\$ 1,538,462
	3,900	100%	2500	1,500	\$ 3,000,000

**Exhibit C**

Form of SBCFCWCD Agreement

**ASSIGNMENT, ASSUMPTION, INDEMNIFICATION AND RELEASE AGREEMENT**  
Mojave Water Agency Transfer

**THIS RELEASE, ASSUMPTION AND INDEMNIFICATION AGREEMENT** (the “**Agreement**”) made as of [DATE], 2022, by and between Santa Barbara County Flood Control and Water Conservation District (the “**District**”) and the Central Coast Water Authority (“**CCWA**”) (each, a “**Party**” and collectively, the “**Parties**”), with reference to the following facts and intentions.

**RECITALS:**

- A. The District is party to a long-term water supply contract with the Department of Water Resources of the State of California (“**DWR**”) (“**Water Supply Contract**”) that provides for the delivery of water from the State Water Project (“**SWP**”) to Santa Barbara County.
- B. CCWA was formed by individual water providers located in the County of Santa Barbara pursuant to a joint exercise of powers agreement. In 1991, the District and CCWA entered into the Transfer of Financial Responsibility Agreement, which, among other things, obligates CCWA to accept responsibility for all financial obligations of the District under the Water Supply Contract. CCWA contracts with its member agencies and other water users (collectively, “**CCWA Participants**”) for the delivery of SWP to the CCWA Participants.
- C. On March 18, 2022, in light of developing drought conditions throughout California, DWR notified the parties that contract with DWR for SWP water (“**State Water Contractors**”) that SWP deliveries would be reduced to five percent of each State Water Contractor’s annual allocation of the SWP water supply for the upcoming water year.
- D. CCWA, on behalf of several CCWA Participants, currently needs water to supplement its annual SWP water supplies. For that purpose, CCWA seeks to purchase from Mojave Water Agency (“**MWA**”) up to 1,500 acre-feet (“**AF**”) of the 2022 Annual Table A Amount, as that term is defined in the State Water Contract, allocated to MWA (“**Transfer**”). MWA is headquartered in San Bernardino County and MWA’s service area is in San Bernardino County.
- E. For Table A Water delivered to CCWA, CCWA shall pay MWA a rate of \$2,000 per AF. Banks Pumping Plant shall be the point of transfer. The water is to be delivered and used entirely within CCWA’s service area by December 31, 2022.
- F. The terms and conditions of the proposed Transfer are described in the 2022 Water Transfer Letter Agreement between CCWA and MWA (“**Agreement**”), a true and correct copy of which is attached hereto as **Exhibit A** and incorporated herein



by this reference. The terms and conditions of the Transfer are further described in the agreement, SWPAO # \_\_\_\_\_, between the District, MWA, and DWR that provides DWR's approval of the Transfer ("**DWR Agreement**"), a true and correct copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference.

- G. On [DATE], 2022, CCWA's Board of Directors adopted Resolution No. 2022-\_\_\_\_\_ approving the Transfer and agreeing to be bound by the DWR Agreement, a true and correct copy of which is attached hereto as **Exhibit C** and incorporated herein by this reference.
- H. On [DATE], 2022, in compliance with the California Environmental Quality Act, CCWA's Executive Director filed a Notice of Exemption for the Transfer with the Clerk of the Board in Santa Barbara and San Bernardino counties and with the State Clearinghouse in conformance with the procedures provided for the filing of such notices in the California Environmental Quality Act (CEQA) and the CEQA Guidelines.
- I. CCWA has requested that the District enter into the DWR Agreement "on behalf of CCWA."
- J. The Parties desire to enter into this Agreement to set forth the rights, responsibilities and obligations of the Parties as it relates to the DWR Agreement.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing recitals which are incorporated into the operative provisions of this Agreement by this reference, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Assignment.** Effective as of the effective date of the DWR Agreement, the District does hereby assign, transfer, and set over to CCWA, without recourse and without representation or warranty of any kind, all of the District's right, title and interest in, to and under the DWR Agreement and all liabilities and obligations of the District arising from or under the DWR Agreement.
2. **Assumption.** Effective as of the effective date of the DWR Agreement, CCWA accepts such assignment without recourse and without representation or warranty of any kind, and assumes all of the liabilities and obligations of the District arising from or under the DWR Agreement, including any and all obligations to make payments, indemnifications or reimbursements thereunder, and agrees to be bound by and to keep, perform and observe the terms, covenants and conditions placed on the District under the DWR Agreement. CCWA agrees to be bound by said DWR

Agreement to the same extent as if it had been an original party to said instrument and accepts and agrees to perform all of the obligations of the District therein.

3. **Indemnification and Release.** CCWA hereby releases and forever acquits, discharges and holds harmless and shall indemnify the District from and against any and all liabilities (at law or in equity), obligations, liens, claims, orders, rulings, losses, damages, assessments, fines, penalties, injuries, demands, actions, judgments, suits, costs, expenses or disbursements of any kind (including reasonable attorneys' fees and costs) which may at any time be imposed on, incurred by or asserted against the District by CCWA, any of its affiliates or any third party, based on, resulting from, in any way relating to, in connection with or arising out of the DWR Agreement, excluding any such loss or damage to the extent caused by the District's active negligence, sole negligence, willful misconduct, or breach of contract.
4. **Governing Law and Jurisdiction.** The validity and interpretation of this Agreement shall be governed by the laws of the State of California.
5. **Waiver.** Any waiver or failure to declare a breach as a result of the violation of any term of this Agreement shall not constitute a waiver of that term or condition and shall not provide the basis for a claim of estoppel or waiver by any Party to that term or condition.
6. **Counterparts.** The Parties may execute this Agreement in counterpart. The Parties agree to accept electronic signatures as original signatures.
7. **Authorization.** Each signatory represents and warrants that he or she has the appropriate authorization to enter into this Agreement on behalf of the Party for whom he or she signs.
8. **Notices.** All communications or notices in connection with this Agreement shall be in writing and either hand-delivered or sent by U.S. first class mails, postage prepaid, or electronic mail followed by written notice sent by U.S. mails and addressed to the Parties as follows:

Santa Barbara County Flood Control  
and Water Conservation District  
Matthew Young, Water Agency  
Manager  
130 East Victoria Street, Suite 200  
Santa Barbara, CA 93101-2019  
Tel: (805) 568-3542  
wateragency@cosbpw.net

Central Coast Water Authority  
Ray Stokes, Executive Director  
255 Industrial Way  
Buellton, CA 93427-9565  
Tel: (805) 697-5214  
ras@ccwa.com

9. **Construction and Interpretation.** The Parties agree and acknowledge that the terms of this Agreement have been negotiated by the Parties and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. The Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted, or in favor of the party receiving a particular benefit under this Agreement.
  
10. **Entire Agreement and Amendment.** This Agreement is the entire understanding of the Parties in respect of the subject matter hereof. There are no other promises, representations, agreements or warranties by any of the Parties. This Agreement may only be amended by a writing signed by all of the Parties. Each Party waives its right to assert that this Agreement was affected by oral agreement, course of conduct, waiver or estoppel.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

*—Signatures follow on next page—*

**DISTRICT**

SANTA BARBARA COUNTY FLOOD  
CONTROL AND WATER CONSERVATION  
DISTRICT

\_\_\_\_\_  
Water Agency Manager

**APPROVED AS TO FORM:**  
County Counsel

By: \_\_\_\_\_  
County Counsel

**CCWA**

CENTRAL COAST WATER AUTHORITY

By: \_\_\_\_\_  
Ray Stokes, Executive Director

**APPROVED AS TO FORM:**  
General Counsel

By: \_\_\_\_\_  
Brownstein Hyatt Farber Schreck  
Stephanie Osler Hastings

# **EXHIBIT A**

## **Letter Agreement**

## **EXHIBIT B**

### **DWR Agreement**

## **Exhibit C**

**Resolution No. 2022-\_\_**

# Notice of Exemption

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**To:** Office of Planning and Research  
Post Office Box 3044, Room 113  
Sacramento, California 95812-3044

**From:** Central Coast Water Authority  
255 Industrial Way  
Buellton, CA 93427

Clerk of the Board  
County of Santa Barbara  
105 E. Anapamu Street, Room 407  
Santa Barbara, CA 93101

Clerk of the Board  
Ventura County  
800 S. Victoria Avenue  
Ventura, CA 92415

**Project Title:** Central Coast Water Authority and Mojave Water Agency 2022 Transfer of Table A Water

**Location – Specific:** Existing State Water Project (SWP) facilities to existing turnouts in Santa Barbara and Ventura Counties. The SWP includes facilities located throughout the State of California. The SWP is owned and operated by the California Department of Water Resources (DWR), headquartered in Sacramento, California. Santa Barbara County Flood Control and Water Conservation District contracts with DWR for the delivery of SWP water to Santa Barbara County (SWP Contract). The Central Coast Water Authority (CCWA) has assumed responsibility for the SWP Contract. CCWA is headquartered in Santa Barbara County and CCWA's service area is located in Santa Barbara County. The Mojave Water Agency (MWA) contracts with DWR for the delivery of SWP water to San Bernardino County. MWA is headquartered in Apple Valley and MWA's service area is located in San Bernardino County.

**Location – County:** Santa Barbara and San Bernardino Counties

**Description of Activity:** Due to prolonged drought conditions and low SWP "Table A Amount" for 2022, CCWA currently needs additional water supplies to supplement its 2022 supplies. MWA will make available 1,500 acre-feet (AF) of MWA's 2022 Annual Table A Amount, as that term is defined by the State Water Contract, for transfer to CCWA. CCWA will pay MWA a rate of \$2,000 for every AF of water purchased, which will occur on execution of an agreement with DWR which incorporates the terms and conditions of the transfer. The point of delivery for the transfer is Banks Pumping Plant, a DWR facility, and all water delivered to CCWA shall be used entirely within CCWA's service area.

**Name of Public Agency Approving or Carrying Out Activity:** Central Coast Water Authority. Other approving agencies include: California Department of Water Resources, Santa Barbara County Flood Control and Water Conservation District, and Mojave Water Agency.

**Exempt Status:**

- Ministerial
- Declared Emergency
- Emergency Project
- Categorical Exemption
- Statutory Exemption (Not a Project Under CEQA)



**Reasons why activity is exempt:**

- a. The transfer will facilitate the delivery of SWP water from one SWP contractor to another, using only existing DWR facilities and existing facilities in Santa Barbara and San Bernardino Counties and is intended to meet existing uses of water and would not support new development or a change in land use. (14 Cal. Code Regs. §§ 15061(b)(2), 15061(b)(3), 15301.)
- b. The transfer is entirely within the authorized SWP place of use.
- c. None of the exceptions to use of an exemption set forth in CEQA Guidelines section 15300.2 apply and the Transfer will not have a significant impact on the environment.

**Agency Contact Person:** Ray Stokes

**Telephone:** (805) 688-2292

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Ray Stokes

**Title:** Executive Director, Central Coast Water Authority

Date received for filing OPR: \_\_\_\_\_



## CENTRAL COAST WATER AUTHORITY

### MEMORANDUM

May 17, 2022

**TO:** CCWA Board of Directors

**FROM:** Ray A. Stokes  
Executive Director 

**SUBJECT:** CCWA/San Luis Obispo County State Water Transfer Proposal

---

#### SUMMARY

CCWA and representatives from San Luis Obispo County (SLO County) have been in discussions recently to reconvene discussions on a temporary transfer of SLO County's State water Table A with CCWA. This report will provide an update regarding those discussions.

#### DISCUSSION

SLO County approached CCWA in mid-2016 to inquire if CCWA would be willing to enter into an agreement whereby the SLO County State water participants could receive more State water through the CCWA-owned Polonio Pass Water Treatment Plant and SLO County Coastal Branch turnouts than the 4,830 AF contract amount SLO County is currently entitled to receive under the Master Water Treatment Agreement between CCWA and SLO County. In exchange for the additional water treated at the Polonio Pass Water Treatment Plant, SLO County would provide CCWA one acre-foot of SLO County's Table A amount for every acre-foot of water treated and delivered above the 4,830 AF contract amount.

CCWA did agree to this proposal in 2016 and CCWA and SLO County submitted the proposal to DWR for approval, which ultimately denied the proposal stating it was inconsistent with the then-current SWP contract.

Since that time, the SWP Water Management Contract Amendment has been executed which allows for the sale of SWP water between SWP Contractors thereby providing a contractual path for the revised proposal.

The attached DRAFT term-sheet provides a basic outline of the proposal currently being considered at a staff level. The terms are essentially the same as previously negotiated with the exception that the transaction would be structured as a sale or "transfer" rather than an exchange which would require a return of a portion of the water.

#### RECOMMENDATION

That the CCWA Board of Directors approve CCWA to draft a contract between CCWA and San Luis Obispo County which encompasses the terms in the attached term sheet and bring the proposed contract back to the CCWA Board for approval once negotiations with San Luis Obispo County have concluded.

RAS

Attachment

**DRAFT TERM SHEET**  
CCWA/SLO County Transfer  
May 11, 2022

**Background Information**

1. San Luis Obispo County Flood Control and Water Conservation District (SLO District) is a State Water Project (Project) contractor with the California Department of Water Resources (DWR) for a total Table A amount of 25,000 acre-feet (AF).
2. Central Coast Water Authority (CCWA) is a public agency formed to manage all financial and operational responsibilities for Project participants in Santa Barbara County Flood Control and Water Conservation District (SB District), which has a 45,486 AF Table A contract. CCWA owns and operates the Polonio Pass Water Treatment plant (Plant), which treats Project water for Project participants in SB & SLO Districts.
3. CCWA and SLO District executed the Master Water Treatment Agreement, dated March 1, 1992, whereby CCWA agreed to treat up to 4,830 AF per year of SLO District's Project water.
4. SLO District takes delivery of its treated Project water through Reaches 33B and 34 of DWR's Coastal Branch pipeline.
5. SLO District has delivery capacity rights of 4,830 AF in Reach 33B and 2,392 AF in Reach 34.
6. Both San Luis Obispo and Santa Barbara Counties have proclaimed drought emergencies and are actively supporting implementation of conservation measures by local water agencies to address supply conditions, consistent with adopted water shortage contingency plans.
7. CCWA desires additional water to mitigate drought-related shortages.
8. SLO District has previously stored Project water at San Luis Reservoir and desires to take delivery of more than 4,830 AF per year through the CCWA Plant to mitigate drought-related shortages with the stored water.
9. SLO District desires to transport water in excess of 4,830 through Reaches 33B and 34 of the Project's Coastal Branch facilities using CCWA's unused pipeline capacity.

**NON-BINDING Deal Points**

1. CCWA agrees to treat 1,000 AF of SLO District's Project water in excess of the 4,830 AF contract amount in the Master Water Treatment agreement.
2. As compensation for treating SLO District's Project water in excess of the 4,830 AF contract amount, SLO District will transfer 1,000 AF of its previously stored Project water to CCWA at San Luis Reservoir per Article 56(c)(4) of the Project contract with DWR.
3. To effectuate the transfer of SLO District's water to CCWA, CCWA (through SB District) will enter into a transfer agreement with SLO District.
4. CCWA will take delivery of the transfer water in San Luis Reservoir.
5. CCWA will track the balance of water still available to be treated and delivered above SLO District's contractual amount of 4,830 AF until it is exhausted.
6. The right of SLO District to take delivery of the additional water using the CCWA capacity will not expire and is not tied to the term of the transfer agreement.
7. While CCWA does not anticipate there will be capacity constraints to treat and deliver the additional water to SLO District in Reaches 33B and 34, CCWA will coordinate with SLO District

to support its use of the capacity and to ensure compliance with the Project transfer criteria in Article 57 of the contract with DWR.

8. Under the transfer agreement, SLO District will be responsible for the variable costs to treat and deliver the additional water above its current 4,830 AF contract amount.

DRAFT



**CENTRAL COAST WATER AUTHORITY**

**MEMORANDUM**

May 17, 2022

**TO:** CCWA Board of Directors  
**FROM:** Ray A Stokes  
Executive Director  
*RAS*  
**SUBJECT:** Aquaterra Water Bank Concept

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**DISCUSSION**

The CCWA Board of Directors directed CCWA staff to work with our Water Management Consultants, Provost & Pritchard to identify projects and programs to help maximize State water supplies as a result of the recently completed Water Management study.

Provost & Pritchard have identified a possible groundwater bank currently under development which could be beneficial for CCWA to store excess State water supplies when available, and draw upon those stored supplies when needed in dry years, called the Aquaterra Water Bank.

Attached is a brochure providing a brief overview of the Aquaterra Water Bank concept. Representatives from Provost & Pritchard and Aquaterra Water Bank will provide a presentation at the CCWA Board at its meeting on the proposed water bank. It is anticipated that formal decisions on participation would not be made until later in the fall or end of year 2022.

RAS

Attachment

# Aquaterra Water Bank Concept

Water from multiple major water systems will be delivered to the Aquaterra Water Bank.

In wetter years, McMullin Area Groundwater Sustainability Agency (MAGSA) will schedule water delivery from outside water agencies for deposit into Aquaterra. Water will be recharged in basins and through landowner participation in on-farm recharge (OFR), improving local groundwater levels.

In drier years, MAGSA will work with partners to schedule extraction and return water based on subscribers' share of stored water and extraction capability.

Ongoing accounting will be maintained, reporting on amounts of water banked (recharged), withdrawn (pumped), or exchanged to other users. A minimum 10% leave-behind will account for losses and improve groundwater conditions.

## Potential Partners

- ◆ State Water Project Contractors
- ◆ Central Valley Project Contractors
- ◆ Exchange Contractors
- ◆ Overlying landowners
- ◆ Kings River Water Users

# Aquaterra Water Bank Potential

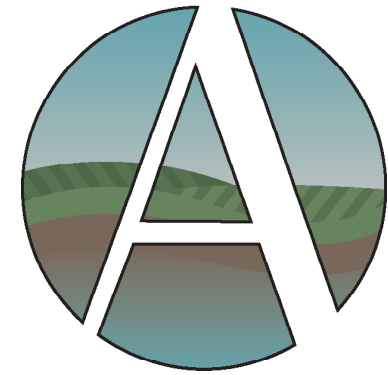
- ◆ 1.8 million acre-feet available groundwater storage capacity
- ◆ 208,000 acre-feet annual recharge capacity
- ◆ 770 cubic feet per second of new conveyance
- ◆ 146,000 acre-feet annual extraction capacity
- ◆ 480 cubic feet per second of recovery/extraction capacity
- ◆ Three conveyance connections to convey water to groundwater banking and on-farm recharge sites



## MORE INFORMATION

Contact McMullin Area Groundwater Sustainability Agency (MAGSA) General Manager Matt Hurley at [mhurley@mcmullinarea.org](mailto:mhurley@mcmullinarea.org) or (559) 515-3339.

[aquaterrabank.org](http://aquaterrabank.org)



Strategically located between the Kings and San Joaquin rivers in the Central San Joaquin Valley, the proposed Aquaterra Water Bank increases the resilience and flexibility of water suppliers across the State while improving sustainability of local groundwater resources.



With connections to the State Water Project and Central Valley Project infrastructure, Aquaterra can capture, store, and manage available supplies and flood waters from multiple major water sources.

[aquaterrabank.org](http://aquaterrabank.org)

## Aquaterra Water Bank Location



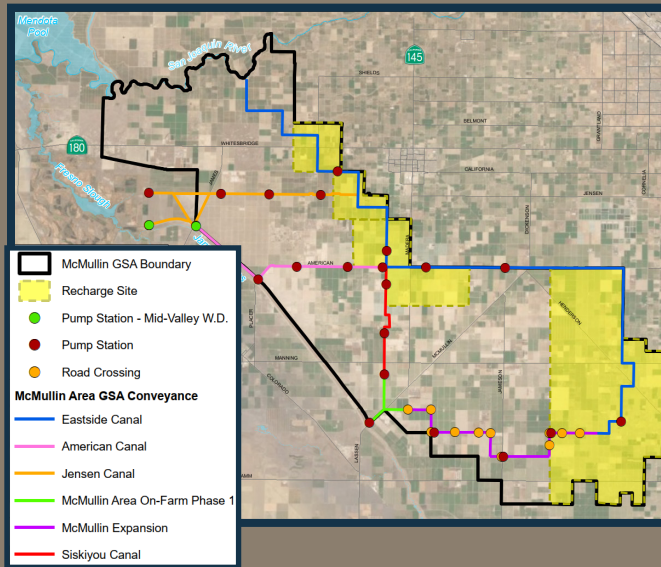
Between two rivers and with connections to the State Water Project and Central Valley Project infrastructure, the Aquaterra Water Bank is ideally located to be a strategic storage facility for users throughout the state.

The location's natural conditions include suitable recharge soils, ample available groundwater storage volume, and groundwater quality that ideally suit the project for water capture and storage.

- ◆ 1.8 million acre-feet available storage capacity (close to San Luis Reservoir's 2 million acre-feet capacity)
- ◆ Minimal losses in recharge, migration, or uncontrolled pumping
- ◆ Highly porous soils support high infiltration rates and recovery ease
- ◆ Spreading and in-lieu recharge
- ◆ Three connections to convey water to and from groundwater banking and on-farm recharge sites

## Aquaterra Water Bank System

The Aquaterra Water Bank proposes the expansion and development of conveyance and storage infrastructure to store water arriving at Mendota Pool.



### KEY FACILITIES

- ◆ Pumping stations
- ◆ Canals
- ◆ Recharge sites
- ◆ Extraction wells



Two new pump diversions will be constructed at the Fresno Slough (hydraulically connected to the Mendota Pool). From the Mendota Pool, water will be delivered to new recharge facilities and spread onto croplands for recharge within MAGSA.

## Aquaterra Water Sources

The Aquaterra Water Bank is ideally located to be a strategic storage facility for users throughout the state.

### State Water Project

CA Aqueduct water at O'Neill Forebay below San Luis Reservoir will be delivered to the Mendota Pool via the Central Valley Project's Delta-Mendota Canal. This location has the benefits of requiring minimal initial Aqueduct pumping costs and avoids issues of use with downstream State Water Project facilities.

### Central Valley Project

Central Valley Project (CVP) water supplies from Delta-Mendota Canal and San Luis Unit water users will be provided through available non-irrigation season canal capacity. CVP water supplies from the Friant Unit can be released down the San Joaquin River and recharged from the Mendota Pool. Although not part of the proposed plan, Aquaterra could also provide a location for water storage from the San Joaquin River Restoration program.

### Local Projects

Kings River water users can take advantage of storage in Aquaterra Water Bank through use of the Fresno Slough in wetter years, or direct deliveries from local distribution systems.

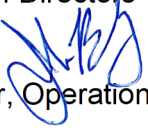


## CENTRAL COAST WATER AUTHORITY

### MEMORANDUM

May 17, 2022

**TO:** CCWA Board of Directors

**FROM:** John Brady   
Deputy Director, Operations and Engineering

**SUBJECT:** Amendment to Chemical Contract: (1) ChemTrade Inc. for Liquid Aluminum Sulfate at an initial cost of \$476.27 per dry ton and (2) JCI Jones Chemical Inc. for Liquid Chlorine at an initial cost of \$1,838 per dry ton

---

#### BACKGROUND

The operation of CCWA requires the use of various chemicals in bulk quantities for water treatment. CCWA purchases these chemicals using yearly contracts to secure reasonable and consistent pricing. These contracts also requires each vender to maintain a Performance Bond, which has proved to be a valuable measure to assure reliable delivery of chemicals at a fixed cost. The contracts allow for up to two one-year extensions, which are based on performance and proposed pricing for the extension period.

CCWA staff prepares for the annual contract extension negotiations through reviewing the Producer Price Index for water treatment chemicals and other sources to assess the current chemical market condition. The negotiation proceeds with a discussion of vender performance over the prior year and a discussion of the general chemical market. Through the dialog, a price point is typically negotiated for a one-year term.

Due to on-going supply chain issues as well as recent inflationary pressures, the costs for Liquid Aluminum Sulfate and Liquid Chlorine are highly volatile. This increased pricing volatility creates a high level of risk when setting a contract price for a one year period, which impacts both CCWA and the chemical vender. CCWA has the risk of potentially paying a much higher than market rate if raw chemical prices drop and, conversely, the chemical vender may lose profits if raw chemical costs escalate to higher than anticipated levels.

Through this year's negotiation, the pricing volatility for Liquid Aluminum Sulfate and Liquid Chlorine was thoroughly discussed and these venders ultimately determined that they could not commit to a fixed unit cost for a one-year term. To address the pricing volatility issue, CCWA staff and these chemical venders jointly determined that it would be best to share the pricing volatility risk through conducting a quarterly pricing review and to link any price adjustment to a mutually agreed upon chemical pricing index.

Since the existing contract only allows annual adjustment of pricing through the one-year contract extension, a contract amendment is required to allow for a quarterly pricing review and adjustment. Accordingly, CCWA legal counsel prepared a contract amendment for ChemTrade Inc. for Liquid Aluminum Sulfate contract and for JCI Jones Chemical Inc. for the Liquid Chlorine contract. A copy of the contract amendments were provided to these venders for review and they are attached to this report. CCWA staff does not anticipate any changes to the contract amendments. If changes are requested prior to the CCWA Board of Directors Meeting, staff will consult legal counsel and will subsequently update the Board on the outcome.



## FINANCIAL CONSIDERATIONS

The original FY 22/23 budget chemical budget estimate was prepared in January 2022 and is presented below:

### Proposed FY 22/23 WTP Budget

Chemical	Ton/AF	Current \$/Ton	% Escalator	Predicted \$/Ton	\$/AF
Chlorine	0.00822779	\$540.00	20.0%	\$648.00	\$5.33
Alum	0.05205193	\$336.27	20.0%	\$403.52	\$21.00
Polymer	0.00277804	\$1,320.00	25.0%	\$1,650.00	\$4.58
Caustic	0.02269099	\$503.00	20.0%	\$603.60	\$13.70
Ammonia	0.00140839	\$1,497.50	35.0%	\$2,021.63	\$2.85
Acid	0.00602748	\$220.00	20.0%	\$264.00	\$1.59
PAC	0.00108339	\$1,980.00	15.0%	\$2,277.00	\$2.47
Total Cost per AF					\$51.52
<b>Budgeted Cost per AF</b>					<b>\$51.52</b>

However, inflationary pressures during the first quarter 2022 resulted in a marked increase in chemical costs. Following negotiation with all chemical vendors, staff updated the chemical budget estimate, which the Board approved as part of the final CCWA FY 22/23 Budget. The chemical budget for FY 22/23 is as follows:

### Proposed FY 22/23 WTP Budget REVISED 4/25/2022

Chemical	Ton/AF	Current \$/Ton	% Escalator	Predicted \$/Ton	\$/AF
Chlorine	0.00822779	\$585.00	214.2%	\$1,838.01	\$15.12
Alum	0.05205193	\$336.27	35.0%	\$453.96	\$23.63
Polymer	0.00277804	\$1,320.00	25.0%	\$1,650.00	\$4.58
Caustic	0.02269099	\$503.00	83.7%	\$924.01	\$20.97
Ammonia	0.00140839	\$1,497.50	94.0%	\$2,905.15	\$4.09
Acid	0.00602748	\$220.00	50.0%	\$330.00	\$1.99
PAC	0.00108339	\$1,980.00	15.0%	\$2,277.00	\$2.47
Total Cost per AF					\$72.85
<b>Budgeted Cost per AF</b>					<b>\$72.85</b>

The Liquid Aluminum Sulfate and Liquid Chlorine components represent about 50% of the established chemical budget. The price for these chemical will be reviewed on a quarterly basis and price adjustments will be based on a mutually agreed upon pricing index. For Aluminum Sulfate, the Tampa Sulfur Index will be used for quarterly price adjustments. For Liquid Chlorine,

the Average New Orleans Index will be used for quarterly price adjustments. All other vendors provided their best costs for a fixed term on one year.

### **Recommendations**

That the Board:

- Authorize the Executive Director to execute the contract amendments allowing a quarterly pricing review for the following chemical vendors and initial pricing:
  - Chemtrade LLC for Liquid Aluminum Sulfate at a cost of \$476.27 per dry ton.
  - JCI Jones Chemical for Liquid Chlorine at a cost of \$1,838.00 per ton.

## **AMENDMENT TO ALUMINUM SULFATE BULK CHEMICAL AGREEMENT**

**This Amendment to Aluminum Sulfate Bulk Chemical Agreement**, dated May 26, 2022 (“Amendment”), by and the Central Coast Water Authority (“CCWA”), a California joint powers agency and ChemTrade, Inc., a [REDACTED] corporation, (“ChemTrade”) is entered into at Buellton, California, with reference to the following facts and intentions.

### **Recitals**

**A.** CCWA and ChemTrade entered into an Aluminum Sulfate Bulk Chemical Agreement, dated [REDACTED], 2020, (Agreement”) for ChemTrade to furnish bulk aluminum sulfate to CCWA for use at its water treatment plant. The Term of the Agreement commenced on May 16, 2020. The agreement provided for up to two (2) one (1) year extensions;

**B.** On [REDACTED], 2021, CCWA and ChemTrade extended the term of the Agreement for one (1) additional year until May 15, 2022;

**B.** The Parties desire to extend the term of the Agreement for one (1) additional year and modify the frequency of price adjustments; and,

**D.** The CCWA and the ChemTrade desire to enter into this Amendment on the terms and conditions stated below.

### **NOW THEREFORE, the parties agree as follows:**

- 1. Term.** The term of the agreement is extended until May 15, 2023.
- 2. Price Adjustment.** The current price for aluminum sulfate is \$427.27/ton through July 31, 2022. Afterwards, the Parties agree to adjust the price of aluminum sulfate on August 1, 2022, November 1 ,2022, February 1, 2023 and May 1, 2023 according to the Tampa Sulfur Index.
- 3. Effective Date.** This Amendment will be effective as of May 16, 2022.
- 4. Authority.** The individuals executing this Amendment represent and warrant that they have the authority to enter into this Amendment and to perform all acts required by this Amendment, and that the consent, approval or execution of or by any third party is not required to legally bind either party to the terms and conditions of this Amendment.
- 5. Force and Affect.** Except as modified above, the Agreement shall continue in full force and affect. In the event of a conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall control in all respects.
- 6. Entire Agreement.** This Amendment contains the entire understanding and agreement of the parties, and supersedes all prior agreements and understandings, oral and written, between the parties.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date first above written.

**CENTRAL COAST WATER AUTHORITY**

By: \_\_\_\_\_  
Ray Stokes, Executive Director

**CHEMTRADE, INC.**

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
(Name) (Title)

## **AMENDMENT TO CHLORINE BULK CHEMICAL AGREEMENT**

This Amendment to Chlorine Bulk Chemical Agreement, dated May 26, 2022 (“Amendment”), by and the Central Coast Water Authority (“CCWA”), a California joint powers agency and JCI Jones Chemicals, Inc., a [REDACTED] corporation, (“JCI”) is entered into at Buellton, California, with reference to the following facts and intentions.

### **Recitals**

A. CCWA and JCI entered into a Chlorine Bulk Chemical Agreement, dated April 29, 2020, (Agreement”) for JCI to furnish bulk chlorine to CCWA for use at its water treatment plant. The Term of the Agreement commenced on May 16, 2020. The agreement provided for up to two (2) one (1) year extensions;

B. On [REDACTED], 2021, CCWA and JCI extended the term of the Agreement for one (1) additional year until May 15, 2022;

B. The Parties desire to extend the term of the Agreement for one (1) additional year and modify the frequency of price adjustments; and,

D. The CCWA and the JCI desire to enter into this Amendment on the terms and conditions stated below.

### **NOW THEREFORE, the parties agree as follows:**

1. **Term.** The term of the agreement is extended until May 15, 2023.
2. **Price Adjustment.** The current price for chlorine is \$1,838/ton through July 1, 2022. Afterwards, the Parties agree to adjust the price of chlorine on October 1, 2022, January 1, 2023 and April 1, 2023 according to the Average New Orleans Index.
3. **Effective Date.** This Amendment will be effective as of May 15, 2022.
4. **Authority.** The individuals executing this Amendment represent and warrant that they have the authority to enter into this Amendment and to perform all acts required by this Amendment, and that the consent, approval or execution of or by any third party is not required to legally bind either party to the terms and conditions of this Amendment.
5. **Force and Affect.** Except as modified above, the Agreement shall continue in full force and affect. In the event of a conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall control in all respects.
6. **Entire Agreement.** This Amendment contains the entire understanding and agreement of the parties, and supersedes all prior agreements and understandings, oral and written, between the parties.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date first above written.

**CENTRAL COAST WATER AUTHORITY**

By: \_\_\_\_\_  
Ray Stokes, Executive Director

**JCI JONES CHEMICALS, INC.**

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

\_\_\_\_\_, \_\_\_\_\_  
(Name) (Title)

## STATE WATER CONTRACTORS FY 2021-22 ACCOMPLISHMENTS

### BUSINESS PROCESSES

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

- SWC staff and the Joint SWC-DWR Affordability Workgroup continued to work on advancing the Process of Affordability concepts and enhancing budget information provided during DWR's annual Financial Management Conferences.
- DWR held the 2022 Financial Management Conference to review the B132-22 budget and cost projections for the 2023 Statement of Charges.
- Using the SWC SWP Budget Dashboard, SWP staff provided DWR with a set of examples to help illustrate the member agencies' information needs for planning and budget development. This included providing DWR with the Tableau dashboard for SWC SWP budget reporting and the necessary training to understand the development of agency specific budget reporting and trend analysis.

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#### **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 continued to provide financial modeling to assist contractors in decision making and planning. This included updating the SWC SWP Forecasting Model, the SWC 10-year Energy Forecasting Model, and the Contract Extension Cost Compression Model. Upon request, forecasting models were modified to address contractor specific planning needs including integrating the cost compression or Billing Transition Date (BTD) scenarios into the SWC SWP Forecasting Model to provide contractors with a range of forecasting scenarios.
- SWC staff continues to develop and enhance SWC SWP budget reports within the Tableau dashboards to improve forecasting and trend analysis of billing components. Additional enhancements were made to facilitate the Affordability Workgroup's objective to improve DWR's ability to report on SWP cost trends and the relationship to long-term forecasting.

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#### **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 supported the SWC-DWR Legal Team by providing a starting draft of the Delta Conveyance Project (DCP) Contract Amendment based on the March 2021 Agreement in Principle which includes the terms for billing and cost recovery for the DCP facilities.
- SWC staff developed a committee charter for the Audit-Finance Committee and provided clarification on the roles of the Audit-Finance Committee and the SWRDS Finance Committee to improve understanding of the roles each committee provides in the development and adoption of financial policies, and in monitoring DWR's compliance with financial policies with the objective to promote DWR's development of a predictable and reliable Statement of Charges forecast.

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#### **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 and the Joint SWC-DWR Affordability Workgroup continued to work on approaches and materials for the development of a Capital Financing Plan required under Article 50(g) which would provide a 20-year capital expenditure plan for the State Water Project based on DWR's Asset Management System.
- SWC staff continues to support the SWRDS Finance Committee and the SWP CFM development of SWP financial policies and proposed work plans to address cash-flow enhancements and the development of a Capital Financing Plan.
- SWC staff and the SWC CE Cost Compression Workgroup continue to develop options and a recommendation for mitigating the cost compression issue until the Contract Extension Amendment is fully executed and implemented allowing for 30-year bond financing. This included providing DWR staff with the CE Cost Compression Model, cost compression results, and training to improve understanding of the impacts of compression and facilitating discussions between contractors and DWR's management. This effort resulted in DWR staff's acceptance of the modelling results eliminating the need for DWR to develop their own cost compression model.

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**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 continues to develop and enhance the SWC SWP financial dashboards for executive and technical level reports for SWP capital and minimum actual costs, and Bulletin 132 Statement of Charges budget data.
- SWC staff in coordination with contractors and the Chief of the Division of Fiscal Services developed a presentation on accounting standards, compliance and the importance of DWR's GAAP Compliance Project which was established to avoid an audit opinion that could adversely impact the SWP financial reporting and financing program.
- SWC staff continued to work with DWR State Water Project Analysis Office (SWPAO) to complete the Capital Cost Reconciliation Project for the settlement of the WSRB Surcharge audit finding including working with contractors to finalize the cost allocation methodology for the East Branch Extension.
- SWC staff developed and held two contractor workshops in preparation for the settlement of the WSRB Surcharge audit findings, protest items, and the MWDSC claim. In addition, SWC staff in coordination with contractors are developing an analysis of the use of 4<sup>th</sup> priority revenues (51(e) Revenues) to address the cash-flow complexities that could arise during settlement discussions with DWR.
- SWC staff have 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, 394 of the 565 identified items have been resolved and removed from the protest item list. In total, 19 items were resolved in FY 2022. The Ninth Amendment to the Tolling and Waiver Agreement was executed to extend the tolling period through December 31, 2023.
- SWC staff continued 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. The grouping or categorizing of approximately 200 outstanding audit findings supports DWR's GAAP Compliance Project and isolating the WSRB Surcharge issues.



- SWC staff researched and provided DWR with background information on the Project Interest Rate (PIR) audit finding, resulting in the escalation of the issue within DWR. DWR provided an updated calculation of the PIR which was needed to advance contractors' efforts in the resolution or settlement of the WSRB Surcharge issues.

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**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 in coordination with contractors and the SWRDS Finance Committee continue to support the SWP CFM's efforts to address the issues and recommended solutions regarding the development of a SWRDS Cash Management Work Plan.
- SWC staff continued to work with the CFM Workgroup and the Chief of the Division of Fiscal Services to integrate the development of a Cash-flow Work Plan with the GAAP Compliance Project. This integration includes addressing the financial accounting of 51(e) revenues and the creation of the SWRDS Reinvestment Account (SRA) and SWRDS Support Account (SSA) established by the Contract Extension Amendment to manage the sources and uses of 51(e) revenues post 2035.
- SWC staff continued to review and monitor DWR's quarterly cash-flow reports.

**ENERGY**

**SB 49 Report - DWR is required by statute to assess the opportunities and constraints for potential operational and structural upgrades to the State Water Project to aid California in achieving its climate and energy goals and to submit these goals to the legislature. As part of these efforts the SWC will engage with DWR to provide feedback and ensure conclusions are aligned with SWP's mission. DWR and the SWC will work to ensure recommendations enhance the legislature and public's perception of the SWP as it relates to energy.**

- SWC staff engaged with DWR on the development and completion of the SB 49 report, providing feedback on all nine tracks, including the potential for future discussions on items related to water delivery flexibility and siting of renewable energy resources. SWC staff conducted outreach to legislators and other leaders, including voicing support for elements of the report before the California Water Commission. One item from the report, restoration of pumpback operations at the Oroville Complex, is currently being proposed for funding in the Governor's budget. As part of this collaborative effort, SWC staff also worked to develop accompanying materials for outreach to other stakeholders.

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**Co-Author Energy Roadmap with DWR - DWR and SWC committed to co-developing a strategic plan known as the "Energy Roadmap" to develop policy principles on the future direction of energy investments for the State Water Project, including investment and operational strategies.**

- SWC staff and member agencies in conjunction with DWR, co-developed a draft of the roadmap and reviewed it in 2021. The Energy Roadmap contains eleven sections touching on historical energy management of the SWP, past successful collaborations, core values of protecting the SWP's mission of delivering water, an interim action plan, and a communications plan to educate other stakeholders, leaders and interested parties.

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**Energy Legislation - Work with SWC consultants and DWR to identify, review and coordinate action on legislation that could impact SWP operations.**

- SWC staff worked successfully with SWC consultants on analyzing legislation that could have impacted the SWP, including bills on requiring DWR procurement energy on behalf of all other

state agencies and from specific sources. This outreach included interactions with legislative and gubernatorial staff and appointees.

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**Complete FERC Relicensing for SWP - Advance solutions for new license at Oroville complex consistent with Settlement Agreement. Monitor relicensing activities associated with the SoCal facilities**

- SWC staff continued to monitor SoCal facilities relicensing and continued discussions with DWR on how to support Oroville license issuance, including directing legal strategies related to the CEQA cases.
- SWC staff continued to engage with DWR, PG&E, NMFS and other signatories on the Habitat Expansion Agreement.

**INFRASTRUCTURE**

**SWP Infrastructure Reliability - Work with DWR in the effort to maintain and improve reliability of the aging SWP Infrastructure.**

- SWC staff continued to create agendas and lead discussions within the OME Committee and directly with DWR management/executives to emphasize member agencies' interest in the reliability of SWP infrastructure and track the myriad of on-going projects resulting from condition assessments or forced outages.
- SWC staff tracked and reported on the progress of DWR's development of specific asset, pipeline, maintenance management programs, condition assessments and schedule refurbishments of the SWP's units, electrical appurtenant equipment, and communications & control systems.
- SWC staff monitored and distributed information on the SWP's service factors/performance and participated in weekly updates on SWP operations, outages, and incidents that could affect the daily and/or long-term deliveries throughout the year.
- Using Board reports/presentations, white papers, and Committee meeting handouts and notes, SWC staff provided regular consolidated updates on major issues and projects that pertain to the SWP's continue reliability.
- SWC staff worked with DWR to provide coordination and communication with the West Branch members during the lowering of Castaic Reservoir to accommodate construction of the necessary seismic fortification work for the outlet tower access bridge.
- SWC staff retained a consultant to develop a general maintenance plan to help facilitate future South Delta channel maintenance for the removal of silt accumulations to benefit SWP deliveries, the environment, and farming irrigation in the region.
- SWC staff tracked the implementation of California Aqueduct Subsidence Program, Asset Management Plan, Fire System Modernization Program, and SAP Mobility Program to ensure infrastructure reliability.

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**SWP Capacity Retention - Work with DWR in determining impacts and potential remedies to both delivery capacity and storage within SWP reservoirs.**

- SWC staff continued to create agendas, lead discussions, and represent the interest of member agencies within the OME Committee and directly with DWR management/executives to emphasize the importance of maintaining the capacity of the SWP.
- SWC staff have performed extensive coordination with DWR and member agencies related to subsidence of the California Aqueduct which is the single largest/most expensive long-term capacity threat to the SWP. SWC staff represented member agencies' interest in the consulting

review board meetings and the development of DWR's subsidence remediation strategic plan formation, are participating in coordination meetings with DWR, Reclamation, SLDMWA and Friant Water Authority, and continue to pursue funding options.

- SWC staff routinely tracked short-term capacity issues related to weeds, water quality, incidents/damage to the SWP delivery infrastructure. SWC staff worked with NBA representatives and the Delta FD chief to develop a plan to study and design a new trashrake/screening system for the Barker Slough PP as well as investigate regulatory solutions to the new ITP impediments to weed control in Barker Slough.
- SWC staff represented member agencies in DWR's annual maintenance planning workshop in March.
- SWC staff participated in both the executive and staffing level elevated coordination on the specific capacity and reliability concerns presented by the SBA Contractors.
- Using Board reports/presentations, white papers, and Committee meeting handouts and notes, SWC staff provided regular consolidated updates on major issues and projects that pertain to SWP's capacity threats and solutions.
- SWC staff formed the SWP Storage Expansion Workgroup to study concepts/opportunities for future increase in SWP storage facilities. SWC staff developed material and facilitated workgroup meetings to further the endeavor of expanding SWP storage capacity.
- SWC staff tracked and participated in coordination of the construction of MP 54.95 emergency Aqueduct Leak Repair. The repairs cost \$13.5M and required coordination regarding aqueduct closure.

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#### **SWP Infrastructure Safety – Work with DWR and member agencies on infrastructure safety.**

- SWC staff continued to create agendas, lead discussions, and represent the interest of member agencies within the OME Committee and directly with DWR management/executives to track projects, policy, and expenditures related to DWR's upgrade projects on both physical/cyber security of the SWP and infrastructure safety as it relates to the public and DWR employees.
- SWC staff continued the elevated focus on dam safety with quarterly meetings of the Dam Safety subcommittee under the OME Committee, which served as a forum for DWR, SWC staff, and member agencies to obtain more in-depth updates on DWR's expanding dam safety program and specific details on the recently elevated inspections/evaluation, engineering assessments, and modernizations of all SWP dams.
- SWC staff tracked development/execution of the extensive SWP Fire Modernization/life safety improvement program which resulted from the Thermalito plant fire.
- SWC staff tracked the implementation of DWR's altered work environment and safety measures to protect staff, consultants, and the public during the unprecedented pandemic.
- SWP staff tracked the completion of the Bethany Dam rodent burrow repairs and Castaic Dam tower access bridge retrofit through the OME Dam Safety Sub-committee.

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#### **SWP Infrastructure Affordability - Work with DWR, member agencies, and SWC staff on the measures to improve SWP infrastructure affordability.**

- SWC staff continued to the create agendas, lead discussions and represent the interest of member agencies within the OME Committee and directly with DWR management/executives to emphasize the importance of SWP infrastructure affordability with emphasis on a realistic capital improvement planning approach using DWR's new Asset Management Program by performing routine annual reviews of the budgets and prioritization of all O&M extraordinary and capital

SWP-related projects; bimonthly review/discussion on individual project charters that included cost magnitude, changes, cause and effects of changes in scope/timeline, cost categorization, and CVP-cost sharing where applicable); quarterly reviews of O&M and Engineering Division plan vs. actual budget tracking.

- SWC staff engaged with DWR on the affordability workshop, in addition to organizing a series of discussions between members and DWR Executive to articulate Contractors' concerns and challenge justification and utilization of newly proposed positions in budget augmentations proposals which would add permanent additional operations and maintenance expense to the SWP.
- In addition to cost monitoring/control efforts, SWC staff continued to work closely with DWR and member agencies' staff/lobbyist to seek opportunities to obtain funding to help reasonably offset/compensate SWP expenses. A key example is the advocacy for an 85% federal and 15% local cost share for Sisk Dam seismic stability modifications and the receipt of \$200M in the FY22 and FY23 budgets for subsidence repairs to the CA, SLC and FKC.
- SWC staff supported SB 626 including coordination with DWR and Senator Dodd's office, which grants DWR the authority to use alternative contract delivery techniques of Construction Manager/General Contractor and Design-Build for seven construction projects each year. SWC Staff also reviewed the Division of Engineering's Project Delivery Branch establishment that was restructured to address the new contract authority and DWR-wide contracting support. SWC staff supported and reviewed the new O&M effort to track SWP performance and Key Performance Indicators (KPI). The SWC OME Committee will receive an annual report each January on how DWR O&M performed at meeting previous years goals based on performance indicators established.

## OUTREACH

### **SWP Education and Awareness - Demonstrate the benefits and critical value of the SWP to California and inoculate against threats to the project.**

- SWC staff developed and distributed fact sheets, press releases, social posts, talking points and supporter toolkits on specific efforts to protect the SWP, most notably around key legislation, projects and processes including Senate Bill 559 (Hurtado, D-Sanger), Senate Bill 49 (Skinner, D-Berkeley) the Delta Conveyance Project, Voluntary Agreements, drought management and conditions, conservation and the SWP contract extension.
- SWC staff developed an informational and educational White Board video script to illustrate the importance of the SWP including the state's reliance on its supply, how the SWP is critical to developing and supporting local water supply projects and why investments to repair its aging infrastructure are needed now.
- SWC staff developed and distributed an informational and educational White Board video to illustrate the value of the DCP in securing SWP resources for the future, correcting the misleading narrative that there is a choice between the DCP and local supply development.
- SWC staff frequently posted on its social media handles to promote messaging and materials developed both by the SWC as well as key stakeholders throughout the state including elected officials, state and federal regulatory agencies, water trade organizations, member agencies and more. Media analytics show 74 new follows, 11,125 profile visits and 50,298 impressions as of February 2022.

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### **Research Results and Implications - Spur a fact-based dialogue about new and innovative science to protect fish and secure our state's water supply.**

- SWC staff developed, distributed and promoted the Annual Science report outlining the SWC's key science accomplishments, investments, priorities and efforts.

- SWC staff developed, distributed and promoted the SWC Science Plan outlining the SWC's investments in management-relative studies and providing transparency into the SWC-funded science efforts.
- SWC staff participated in panel discussions and conferences including the Delta Stewardship Council's Delta Science Needs Assessment Workshop and the Bay-Delta Conference, to explore science efforts and challenges as well as discuss the SWC's science priorities, initiatives and accomplishments.

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**SWC Position Awareness - Proactively drive SWC messaging to the media, key stakeholders, legislators and regulatory agencies in order to elevate the organization's position on priority issues.**

- SWC staff participated in media interviews for stories on various water issues impacting California and the SWP, allowing for the SWC to clearly outline its position and priorities on local, state and national issues. Earned media garnered a reach of 11.4 million impressions and \$111,619 publicity value.
- SWC staff frequently participated in panel discussions, conferences and briefings with stakeholders, legislators and regulatory agencies to discuss the SWP and other relevant issues including energy, state and federal legislation and initiatives, the Delta and the environment, reliance on the SWP, Delta Conveyance, Voluntary Agreements and other upcoming projects and priorities. Events have included a keynote for the BIA Southern California Water Conference, Sacramento Press Club panel discussion, Orange County Water Summit, panel participation at the ACWA Conference and a briefing to DCP participating agencies. PowerPoint presentations, talking points and other supplementary materials are developed to drive SWC's messaging during these public discussion forums.
- SWC continued to distribute statements and press releases on priority issues including SWP contract amendments, the Delta Conveyance project, Voluntary Agreements, key legislation, climate and drought conditions.
- SWC staff developed and distributed an informational and educational White Board video in collaboration with the DWR Save Our Water team to illustrate the importance of conservation during the current drought. The script was developed to drive SWC's and DWR's drought and conservation messaging and was produced in both English and Spanish to reach even more water users.
- SWC staff continued to provide testimony in legislative hearings to garner support or opposition for legislation related to or impacting the SWP in addition to drafting and signing on to support and opposition letters to express the SWC's position on key legislative proposals and initiatives.
- SWC staff continued to pen and publish blogs and op-eds outlining the SWC's position on a wide range of issues and challenges facing the SWP and to balance the narrative issued by historic opponents of the SWP as it relates to emerging issues around water supply, quality, management, science, decision making and climate conditions.

**SCIENCE**

**ESA, CESA, and WQCP Environmental Compliance - Collaborate with DWR to improve the Environmental Science Workgroup to facilitate planning and implementation of required habitat, mitigation, and monitoring.**

- SWC and member agencies continued coordinating with DWR on implementation of the ITP, including participation in various subgroups, discussion of adaptive management opportunities, and resolution of operational and other issues as they arose.

- SWC and member agencies worked with DWR to hold the Environmental Coordination Committee meetings quarterly, with a substantial improvement in the information provided in this committee.
- SWC and member agencies worked with DWR to hold the DWR-SWC Environmental Science Work Group meetings quarterly.

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**Collaborative Science and Adaptive Management Program - Participate in the Collaborative Science and Adaptive Management Program (CSAMP) through participation in the CSAMP Policy Group meetings and membership on the Collaborative Adaptive Management Team (CAMT); identification and formulation of study projects and involvement in work efforts of scoping teams; define and fund key scientific investments in collaboration with other CAMT participants.**

- SWC and member agencies participated in preparatory meetings for CAMT and the CSAMP Policy Group, and briefed Policy Group members on agendas.
- SWC and member agencies represented SWC interests through attendance at CAMT and CSAMP Policy Group meetings, and other appurtenant meetings.
- SWC and member agencies participated in the Delta Smelt Structured Decision Making (SDM) process.
- SWC continued to support the Salmon Recovery effort, in coordination with member agencies and environmental organizations.
- Funded efforts totaling \$115,000:
  - Consultant support for CAMT and Delta Smelt Scoping Team (DSST) meetings at a cost of \$50,000.
  - Support for fisheries biologist participation in Phase 3 of the Delta Smelt Structured Decision Making (SDM) Technical Working Group by TBI at a cost of \$22,000.
  - Support for a toxicity model to support Delta Smelt SDM at a cost of \$38,000.
  - Anticipate support for Phase 3b of the Delta Smelt Structured Decision Making (SDM) process by Compass in an amount not to exceed \$175,000.
  - Anticipate seeking cost share from San Luis and Delta Mendota Water Authority and Contra Costa Water District

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**Municipal Water Quality Investigations Team - Participate in Municipal Water Quality Investigations Team meetings and define areas 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.**

- SWC staff executed an MWQI funding agreement and MWQI specific project agreement.
- SWC staff coordinated with MWQI on science projects and monitoring and provided oversight on administrative functions of the consultant contracts.

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**Science Program: 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, and fish detection and identification.**

- Most of the work associated with entrainment occurred through ITP implementation and CAMT.
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**Science Program: Non-operational stressor reduction - Identify areas of scientific investigation on non-operational stressors, identify gaps in understanding and define needs for the SWC, and fund key scientific investments to reduce uncertainties related to SWC needs.**

- Funded studies totaling \$270,000:
    - Additional year of funding for spring toxicity testing to compare to fall outflow toxicity results at a cost of \$270,000
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**Science Program: Management tools - Identify and fund development of tools and models (e.g., Winter-Run Life Cycle Model, adaptive management processes) to investigate effects of management actions (such as operations or habitat restoration) on population dynamics.**

- Staff continued to track development of management tools funded in previous years.
  - The SWC-funded Winter-run Chinook entrainment model by ICF has been incorporated into ITP implementation.
  - The SWC-funded Constituent Tracker by 34North has been presented to DWR and has allowed for the discontinuation of labor-intensive turbidity transects.
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**Science Program: Habitat and Ecology - Investigate benefits of habitat restoration to fish populations and implement studies on potential habitat restoration projects to support California EcoRestore and other restoration efforts; identify areas of scientific investigation on Delta and watershed ecology, such as physical and biological processes affecting fish communities, and food webs; identify gaps in understanding and define needs for the SWC; and fund key scientific investments to reduce uncertainties related to SWC needs.**

- Funded studies totaling \$1,381,631:
    - Delta food web by SFSU (Wim Kimmerer) at a cost of \$426,221.
    - DNA sequencing of Longfin Smelt by UC Davis (Mandi Finger) at a cost of \$96,000.
    - Enhanced mapping of Winter-run Chinook habitat by ICF at a cost of \$35,000.
    - Evaluation of MWD Delta Island water quality in support of Delta Smelt by USGS at a cost of \$370,000.
    - A study on Delta detrital food web by USGS at a cost of \$454,410.
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**Science Program: Outflow - Identify and promote effective monitoring and synthesis of ecosystem responses to outflow.**

- Most of the work associated with outflow occurred through ITP implementation with the Delta Coordination Group.
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**Science Program: 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.**

- With input from member agencies, SWC staff developed an SWC Science Plan that provides transparency into Science Program processes, management questions, and funding priorities.
- SWC staff discussed funding priorities with member agencies and identified how science program objectives interface with funding priorities.

- SWC staff held ongoing meetings of the SWC science communications group, and a broader PWA science communications group. Hosted science brown bags on topics of interest to member agencies.
- SWC staff worked with staff from Fiona Hutton & Associates to communicate science funding and findings.
- SWC staff coordinated and participated in quarterly coordination meetings with the Delta Science Program and Delta Lead Scientist and member agencies (Brewster, Smith).
- Anticipate finalizing procedures for an SWC science solicitation and reserved FY21/22 funding to contribute to funding studies under the solicitation.
- Funded studies totaling \$10,000
  - PPIC sponsorship at a cost of \$10,000.

## **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.**

- SWC staff maintained internal financial records and provided regular reports to management and the Board of Directors.

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**Budgeting - Develop and manage the annual budget to maintain affordability and ensure SWC is able to respond to organizational threats, as needed.**

- SWC staff worked with the SWC Budget Committee to develop the annual budget; prepared historical legal expenditure analyses and provided legal cost projections; provided regular expenditure reports to management and the Board of Directors; and ensured prudent use of the approved budget.

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**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.**

- SWC staff issued over 40 contracts to research institutes, consultants, and other entities.
- As part of the contract management process, during FY21/22 SWC staff executed cost sharing agreements with various non-SWC member agencies to assist in funding research projects in the Delta. These agreements totaled over \$350,000.

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**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.**

- SWC staff maintained employee personnel files and managed medical benefits, retirement benefits and deferred compensation programs.

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**Information Technology - Ensure the ongoing reliability and security for SWC's IT infrastructure to safeguard data assets.**

- During March 2020, SWC's General Manager, following procedures established by the State of California, moved the SWC workforce to a remote work environment. SWC staff have continued to successfully work remotely since March 2020. During this time, SWC's IT infrastructure remained reliable and secure.



- In 2021, SWC undertook improvement of the Large Conference Room’s acoustical environment and its technology systems. The upgrades included an audio system to support audio through a distributed ceiling speaker system, recessed ceiling microphone arrays, a new pan/tilt/zoom camera for enhanced video capture of participants, as well as additional hardware to control the system. SWC has been successfully using the new equipment since December 2021. The upgrade has substantially improved the sound quality, allowing remote participants to more fully participate in the meetings.

## **WATER SUPPLY**

### **Delta Conveyance Technical/Policy Support - Provide technical and policy support to member agencies (DCP participants) on benefits and permitting**

- SWC staff developed information needed for the Board packages for the DCP second tranche of supplemental planning funding and provided as needed support for the Board votes.
- Participated in DCP technical and policy discussions with DWR and provided member agencies’ perspectives.
- Provided regular monthly updates to keep the participants apprised of the DCP activities and policy issues

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### **Delta Conveyance Permitting - Support development of necessary permits and environmental documentation related to the Delta Conveyance Facility.**

- SWC staff maintained significant engagement with DWR on Delta Conveyance environmental planning and permitting.
- SWC staff communicated with DWR on a day-to-day basis on the planning efforts for Operations Criteria, Modeling, CEQA, NEPA, ESA, CESA, 404, 408, Delta Plan, CPOD etc.
- SWC staff kept member agencies apprised and coordinated on the DCP environmental planning efforts through weekly meetings.
- SWC staff reviewed the administrative draft sections of the EIR.

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### **Bay Delta Water Quality Control Plan Update - Participate in Voluntary Agreement development and discussions. Support governance and science basis analyses.**

- SWC staff continued to collaborate with DWR, CDFW, SWRCB, CNRA, CalEPA, Reclamation, and other water users to develop a Memorandum of Understanding for the proposed Voluntary Agreement outlining flow and habitat actions, key legal parameters, and decision-making for consideration by the SWRCB in the water Quality Control Plan update.
- SWC staff continued to lead water user efforts to define the early implementation actions and identify additional steps needed for SWRCB evaluation.

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### **Delta Plan - Coordinate with DSC staff and council, and DWR, to develop appropriate Delta Plan compliance approaches and ensure any revisions to the Delta Plan are consistent with SWC planning and operations.**

- SWC staff and representatives continued outreach to the Delta Stewardship Council (DSC) regarding member agencies and their ongoing efforts related to reduced reliance.
  - SWC staff continued working with the DSC on Delta Adapts, both on the Climate Change Vulnerability Assessment and the Adaptation Plan development.
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**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 2021 dry-year transfer program (DYTP), which produced just under 10 taf of critical supplies at \$625 per acre-foot.
- SWC staff established a 2022 DYTP which is at the buyer-seller agreement milestone.
- SWC staff participated in workshops with DWR, Reclamation, SWRCB and Sacramento Valley Ag districts to review the streamflow depletion factors for the groundwater substitution transfers.
- SWC staff participated in the oversight of the special UC Davis study on the evapotranspiration rates with the Delta farming region to verify if fallowing transfer could produce a legitimate water consumptive use savings.

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**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 storm flex operational actions, upstream water supply augmentation). Work towards defining CESA, ESA requirement offramps and seek permit amendments, if possible.**

- SWC staff participated in real-time operations tracking workgroups such as the Delta Monitoring Workgroup that is responsible for providing feedback on the real-time operational decisions/recommendations to the Water Operations Management Team.
- SWC staff participated in various planning workgroups such as Delta Coordination Group responsible for implementing summer-fall habitat action under the 2019 BiOps/2020 ITP, which has water supply implications.
- SWC staff tracked activities including SWRCB curtailments, TUCP etc. and reviewed various proposed projects that may affect SWP.

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**Water Operations Evaluation - Facilitate discussion and information exchange between member agencies 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.**

- SWC staff developed and provided monthly presentations on current and projected SWP water operations. The presentations included updates on regulatory criteria affecting SWP operations and estimates of water losses due to implementation of the BiOps/ITP.
- SWC staff facilitated monthly Water Operations Committee meetings with DWR and member agencies. Increased frequency of water operations calls because of the dry conditions.
- SWC staff provided weekly water operations dashboard updates focused on SWP water supply operations.
- SWC staff regularly tracked real-time water operations and monthly water operations updates to the members.

**Drought Planning** - Given the dire hydrologic conditions for the second straight year, help with the SWP drought planning and keep member agencies apprised frequently. Work with DWR staff and members to identify and implement near-term Delta and/or upstream operations strategies to minimize impacts to SWP water supply. Work with DWR staff and member agencies to plan for a potentially dry WY 2022.

- SWC staff engaged with DWR management, SWP operators and member agencies' management and staff on the drought planning for WY 2022.
- SWC staff supported DWR on the TUCP requests.
- SWC staff helped track water operations, allocations, exchange capabilities, and CVP borrowing from SWP San Luis storage.
- SWC staff engaged with Delta watermaster and SWRCB staff on potential illegal diversion of the stored water; provided feedback on the State Board's water unavailability methodology.
- SWC staff worked with DWR to obtain funding for the member agency drought projects.

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**Water Storage Investigation Program** - Provide technical and policy input on development and potential implementation of WSIP projects that affect or involve SWP water supply operations.

- SWC staff continued tracking developments of storage projects under the Water Storage Investment Program and kept member agencies regularly apprised. SWC staff reviewed operations concepts and draft agreements for these projects and provided technical and policy inputs where appropriate.
- SWC staff worked with DWR on the cumulative effects of the WSIP projects.

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**SWP Delivery Capability** - Coordination and interpretation of technical information related to SWP Delivery Capability.

- SWC staff reviewed the draft 2021 SWP Delivery Capability Report (DCR) and provided comments to DWR.
- SWC staff are working with DWR and member agencies on improvements to the 2023 DCR and reporting the delivery capability under future conditions.

Areas of Specific Focus for FY2023	
<ul style="list-style-type: none"> <li>• Securing Long-Term SWP Financing</li> <li>• Completion of the Cost-Debt Service Reconciliation Project</li> <li>• Settlement of the WSRB Surcharge Claim</li> <li>• Energy Roadmap Adoption and Implementation</li> <li>• Delta Conveyance Project Planning</li> </ul>	<ul style="list-style-type: none"> <li>• Voluntary Agreements</li> <li>• Long-term Operations Re-consultation</li> <li>• Ongoing Drought Operations</li> <li>• Subsidence Funding</li> </ul>

Topic	Description of Objective	Priority	SWC Assignment
<b>Business Processes</b>			
SWP Budgets	Monitor and promote DWR’s development and management of a SWP budget to minimize annual variances and optimize reasonable revenue requirements <ul style="list-style-type: none"> <li>• Process of Affordability Project (Forecast Budget Years 1-3)</li> <li>• Monitoring DWR’s Position BCPs (SWC Reporting Dashboard on DWR’s change to Authorized Positions)</li> </ul>	●	Lightle
SWP 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 <ul style="list-style-type: none"> <li>• Forecasting O&amp;M and Variable Projections</li> <li>• Process of Affordability Project (20 Year Forecast of O&amp;M, Capital, and Variable costs)</li> </ul>	●	Lightle
SWP Financial Resources, Revenue Requirements, and Investments	Monitor and assess DWR’s State Water Project financial performance regarding operational goals, budgets, financial targets, and forecasts to maximize use of available revenues and optimize determination of revenue requirement <ul style="list-style-type: none"> <li>• Contract Extension Amendment including Cost Compression</li> <li>• Audit-Finance Committee Roadmap including Statement of Charges Workshops</li> </ul>	●	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 <ul style="list-style-type: none"> <li>• Capital Financing/Funding Plan for SWRDS Facilities</li> <li>• Develop SRA and SSA Account Review Processes</li> </ul>	●	Lightle
SWP 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 <ul style="list-style-type: none"> <li>• GAAP Compliance Project, Audit Findings, Protest Items, and Audit Matrix Project</li> <li>• Cost-Debt Service Reconciliation Project</li> <li>• SWC SWP Financial Reporting Dashboards</li> <li>• SWC SWP Budget Reporting Dashboards (Translate DWR’s divisional budgets to SOC estimates)</li> </ul>	●	Lightle
SWP 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 <ul style="list-style-type: none"> <li>• Review Quarterly Cash-flow Report</li> </ul>	○	Lightle
<b>Energy</b>			
SB 49 Report	Collaborate with DWR to brief stakeholders on the content of the report and advocate for appropriate sources of funding for identified tracks.	●	Young

## State Water Project Objectives for FY2022/2023

Topic	Description of Objective	Priority	SWC Assignment
SWP Energy Roadmap	Co-develop, with DWR a strategic plan known as the "Energy Roadmap" to develop energy policy principles for SWP investment and operational strategies.	●	Young
Energy Legislation	Work with SWC consultants and DWR to identify, review and coordinate action on legislation that could impact SWP operations.	○	Young
Update of Energy Forecast Model	Work with DWR to incorporate the SWC Energy Forecast Model in evaluating future SWP energy cost increases.	○	Young/Lightle
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.	●	Pierre
<b>Infrastructure</b>			
SWP Infrastructure Reliability	<p>Work with DWR in the effort to maintain and improve reliability of the aging SWP Infrastructure, with focus on:</p> <ul style="list-style-type: none"> <li>• Continued work to develop/document/implement an asset management plan and capital improvement program.</li> <li>• Developing a tracking/communication process for members to better understand the roll-out and addition of future SWP-funded positions and the resulting benefits.</li> <li>• Assessing maintenance management systems to better identify vulnerabilities, the required risk mitigation strategies and management policy and objectives. Advocate for appropriate priorities and affordability.</li> </ul>	●	Bahia
SWP Capacity Retention	<p>Work with DWR to determine impacts and potential remedies to both delivery capacity and storage within SWP reservoirs, with focus on:</p> <ul style="list-style-type: none"> <li>• Subsidence in the San Joaquin Valley, machine outages, power outages, regulatory requirements, weeds/debris, and water quality.</li> <li>• Advocating 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.</li> <li>• Working with the SWC Storage Workgroup to develop a white paper that summarizes the need, opportunity, and concepts for possible future expansion of the SWP storage capacity.</li> </ul>	●	Bahia
SWP Infrastructure Safety	<p>Work with DWR and member agencies to plan and ensure SWP infrastructure safety:</p> <ul style="list-style-type: none"> <li>• Track SWP seismic vulnerability studies and begin planning/preparing for realistic response and recovery.</li> <li>• SWP Dam Safety - expanded focus and regulatory requirements on dam safety</li> <li>• Track Oroville Dam Comprehensive Needs Assessment project development in addition to other SWP Dam Safety projects to assure timely remediation.</li> <li>• Fire modernization Project for all SWP plants.</li> </ul>	●	Bahia
SWP Infrastructure Affordability	<p>Work with DWR, member agencies, and SWC staff on measures to improve SWP infrastructure affordability with focus on:</p> <ul style="list-style-type: none"> <li>• Support business practices efforts for affordability process development as well as the annual B-132 budget development to assure proper alignment with the aforementioned objectives.</li> <li>• Improving illustration of future costs attributed to each infrastructure objective.</li> <li>• Seek opportunities and work with members to obtain outside State and Federal funding for repairs and modification for co-owned (SWP-CAP) facilities and for damages sustained beyond normal SWP operations.</li> </ul>	●	Bahia

## State Water Project Objectives for FY2022/2023

Topic	Description of Objective	Priority	SWC Assignment
<b>Outreach</b>			
SWP Education and Awareness	Demonstrate the benefits and critical value of the SWP to California and inoculate against threats to the project. <ul style="list-style-type: none"> <li>• Development of fact sheets, blogs, videos and other materials</li> <li>• Attendance/speaking at conferences and other events</li> <li>• Participation in CFEE roundtable discussions</li> </ul>	●	Pierre/ Chilmakuri/ Austin/Young
Research Results and Implications	Spur a fact-based dialogue about new and innovative science to protect fish and secure our state's water supply. <ul style="list-style-type: none"> <li>• Annual science report</li> <li>• Symposia</li> </ul>	○	Pierre
SWC Position Awareness	Proactively drive SWC messaging and legislative positions to the media, key stakeholders, legislators, and regulatory agencies to elevate the organization's position on priority issues.	●	Pierre
<b>Science</b>			
ESA, CESA, and WQCP Environmental Compliance	Collaborate with DWR to improve the Environmental Science Workgroup to facilitate planning and implementation of required habitat, mitigation, and monitoring <ul style="list-style-type: none"> <li>• Work with DWR to hold Environmental Coordination Committee meetings at least quarterly and develop requested information relative to costs and efficacy of required monitoring and other actions.</li> <li>• Engage the DWR-SWC Environmental Science Work Group and hold meetings at least quarterly.</li> <li>• Work towards defining requirement offramps for science elements and seek permit amendments.</li> <li>• Ensure costs are split equitably with BOR</li> </ul>	●	Austin/ Chilmakuri
Collaborative Science and Adaptive Management Program	Participate in the Collaborative Science and Adaptive Management Program (CSAMP) through participation in the CSAMP Policy Group meetings and membership on the Collaborative Adaptive Management Team (CAMT); identification and formulation of study projects and involvement in work efforts of scoping teams; define and fund key scientific investments in collaboration with other CAMT participants. <ul style="list-style-type: none"> <li>• Contribute budgeted funding for CAMT studies</li> <li>• Continue participation in Structured Decision Making (SDM) for Delta Smelt</li> <li>• Continue efforts working towards a common definition of salmon recovery, and early project prioritization.</li> </ul>	●	Austin
Municipal Water Quality Investigations Team	Participate in Municipal Water Quality Investigations Team meetings and define areas 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
Science Program: 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, and fish detection and identification <ul style="list-style-type: none"> <li>• Invest in salmon entrainment studies, possibly through CAMT</li> </ul>	●	Austin
Science Program: Non-operational stressor reduction	Identify areas of scientific investigation on non-operational stressors, identify gaps in understanding and define needs for the SWC, and fund key scientific investments to reduce uncertainties related to SWC needs. <ul style="list-style-type: none"> <li>• Invest in research on invasive aquatic weed effects on restoration projects and flow actions.</li> </ul>	●	Austin

## State Water Project Objectives for FY2022/2023

Topic	Description of Objective	Priority	SWC Assignment
Science Program: Management tools	Identify and fund development of tools and models (e.g., Winter-Run Life Cycle Model, adaptive management processes) to investigate effects of management actions (such as operations or habitat restoration) on population dynamics. <ul style="list-style-type: none"> <li>Continue investing in tracking and review of the Winter Run Life Cycle Model</li> <li>Ensure the salmon entrainment tool manuscript is incorporated into operations.</li> </ul>	●	Austin
Science Program: Habitat and Ecology	Investigate benefits of habitat restoration to fish populations and implement studies on potential habitat restoration projects to support California EcoRestore and other restoration efforts; identify areas of scientific investigation on Delta and watershed ecology, such as physical and biological processes affecting fish communities, and food webs; identify gaps in understanding and define needs for the SWC; and fund key scientific investments to reduce uncertainties related to SWC needs. <ul style="list-style-type: none"> <li>Directed Action Solicitation for science projects related to effects of food web and habitat restoration</li> </ul>	●	Austin
Science Program Outflow	Identify and promote effective monitoring and synthesis of ecosystem responses to outflow. <ul style="list-style-type: none"> <li>Directed Action Solicitation for science projects related to mechanisms underlying outflow augmentation actions</li> </ul>	●	Austin
Science Program 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. <ul style="list-style-type: none"> <li>Host additional science symposia as a means to promote management relevant science in the Delta</li> <li>Continue investing in Delta Science Fellows projects that align with SWC objectives.</li> </ul>	●	Austin
<b>SWC Management</b>			
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	Work 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.	●	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	Coordinate 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
<b>Water Supply</b>			
Update to the Bay-Delta Water Quality Control Plan	Participate in Voluntary Agreement development and discussions, and in related activities. Support governance and science basis analyses.	●	Pierre
Delta Plan	Coordinate with DSC staff and council, and DWR to develop appropriate Delta Plan compliance approaches and ensure any revisions to the Delta Plan are consistent with SWC planning and operations.	●	Pierre

## State Water Project Objectives for FY2022/2023

Topic	Description of Objective	Priority	SWC Assignment
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 maximize the use of the new water management tools.	●	Chilmakuri/ Bahia
Water Supply and Operations Improvements	Work towards defining flexible CESA, ESA requirements, if possible, as part of the upcoming reconsultation on the CVP-SWP long-term operations. Identify potential risks to SWP and develop strategies to minimize the exposure.	●	Chilmakuri
Delta Conveyance Technical/Policy Support	Provide technical and policy support to SWC members (DCP participants) on benefits and permitting.	●	Chilmakuri
Delta Conveyance Permitting	Support development of necessary permits and environmental documentation related to the Delta Conveyance Facility	●	Chilmakuri
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.	●	Chilmakuri
Water Storage Investigation Program	Provide technical and policy input on development and potential implementation of WSIP projects that affect or involve SWP water supply operations.	●	Chilmakuri
SWP Delivery Capability	Coordination and interpretation of technical information related to SWP Delivery Capability	○	Chilmakuri
Drought Planning	<p>Given the dire hydrologic conditions for the last two consecutive years, help with the SWP drought planning and keeping SWC members appraised frequently.</p> <ul style="list-style-type: none"> <li>• Work with DWR staff and members to identify and implement near-term Delta and/or upstream operations strategies to minimize impacts to SWP water supply.</li> <li>• Work with DWR staff and SWC members to plan for a potentially dry WY 2023.</li> <li>• Track development of updated forecast modeling.</li> <li>• Track and participate in SWRCB activities.</li> </ul>	●	Chilmakuri
<p>● Priority I (Highest Priority) Objectives                  ● Priority II (High Priority) Objectives                  ○ Priority III (Medium Priority) Objectives</p>			



**Tier 1**

**AB 1001 (Garcia, Cristina D) Environment: mitigation measures for air quality impacts: environmental justice.**

**Current Text:** Amended: 3/22/2022 [html](#) [pdf](#)

**Introduced:** 2/18/2021

**Last Amend:** 3/22/2022

**Status:** 5/4/2022-Re-referred to Com. on E.Q.

**Location:** 5/4/2022-S. E.Q.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Calendar:** 6/1/2022 9 a.m. - 1021 O Street, Room 1200 SENATE ENVIRONMENTAL QUALITY, ALLEN, Chair

**Summary:** The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. This bill would require mitigation measures, identified in an environmental impact report or mitigated negative declaration to mitigate the adverse effects of a project on air quality of a disadvantaged community, to include measures for avoiding, minimizing, or otherwise mitigating for the adverse effects on that community. The bill would require mitigation measures to include measures conducted at the project site that avoid or minimize to less than significant the adverse effects on the air quality of a disadvantaged community or measures conducted in the affected disadvantaged community that directly mitigate those effects.

<b>Organization</b>	<b>Position</b>	<b>Priority</b>
SWC	Watch	Tier 1

**Notes:** ACWA: Oppose

**AB 1811 (Fong, Mike D) Delta Plan: multispecies conservation plan.**

**Current Text:** Amended: 4/7/2022 [html](#) [pdf](#)

**Introduced:** 2/7/2022

**Last Amend:** 4/7/2022

**Status:** 4/26/2022-From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 4.) (April 26). Re-referred to Com. on APPR.

**Location:** 4/26/2022-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Calendar:** 5/11/2022 9 a.m. - 1021 O Street, Room 1100 ASSEMBLY APPROPRIATIONS, HOLDEN, Chair

**Summary:** The Sacramento-San Joaquin Delta Reform Act of 2009 establishes the Delta Stewardship Council, which is required to develop, adopt, and commence implementation of a comprehensive management plan for the Delta, known as the Delta Plan, by January 1, 2012. Current law requires the council to consider for inclusion in the Delta Plan the Bay Delta Conservation Plan (BDCP), a multispecies conservation plan, and requires the BDCP to meet certain requirements in order to be incorporated into the Delta Plan. This bill would replace references to the "Bay Delta Conservation Plan" with a "multispecies conservation plan" in various provisions and make conforming changes.

<b>Organization</b>	<b>Position</b>	<b>Priority</b>
SWC	Watch/Amend	Tier 1

**Notes:** ACWA: Watch

**AB 2108 (Rivas, Robert D) Water policy: environmental justice: disadvantaged and tribal community representation.**

**Current Text:** Amended: 4/19/2022 [html](#) [pdf](#)

**Introduced:** 2/14/2022

**Last Amend:** 4/19/2022

**Status:** 4/26/2022-From committee: Do pass and re-refer to Com. on APPR. (Ayes 11. Noes 3.) (April 26). Re-referred to Com. on APPR.

**Location:** 4/26/2022-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Calendar:** 5/11/2022 9 a.m. - 1021 O Street, Room 1100 ASSEMBLY APPROPRIATIONS, HOLDEN, Chair  
**Summary:** Current law establishes the State Water Resources Control Board (state board) in the California Environmental Protection Agency. The state board consists of 5 members appointed by the Governor, including one member who is not required to have specialized experience. Current law requires one of those members, excluding the member who is not required to have specialized experience, to additionally be qualified in the field of water supply and water quality relating to irrigated agriculture. This bill would require that one of the persons appointed by the Governor to the state board be qualified in the field of water supply and water quality relating to disadvantaged or tribal communities and not be the same member as the member appointed who is qualified in the field of water supply and water quality relating to irrigated agriculture. The bill would also require that at least one person appointed to each regional board have specialized experience to represent disadvantaged or tribal communities.

**Organization**      **Position**                      **Priority**  
 SWC                      Actively                                      Tier 1  
                                  Watch/Revisit

**Notes:** ACWA: Watch/Amend  
 CMUA: Watch/Amend

**AB 2201 (Bennett D) Groundwater sustainability agency: groundwater extraction permit: verification.**

**Current Text:** Amended: 4/27/2022 [html](#) [pdf](#)

**Introduced:** 2/15/2022

**Last Amend:** 4/27/2022

**Status:** 4/28/2022-Re-referred to Com. on APPR.

**Location:** 4/26/2022-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** The Sustainable Groundwater Management Act requires all groundwater basins designated as high- or medium-priority basins by the Department of Water Resources that are designated as basins subject to critical conditions of overdraft to be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans by January 31, 2020, and requires all other groundwater basins designated as high- or medium-priority basins to be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans by January 31, 2022, except as specified. Current law authorizes any local agency or combination of local agencies overlying a groundwater basin to decide to become a groundwater sustainability agency for that basin and imposes specified duties upon that agency or combination of agencies, as provided. Current law also authorizes the State Water Resources Control Board to designate a high- or medium-priority basin as a probationary basin under certain conditions for specified purposes. This bill would prohibit a local agency, as defined, from approving a permit for a new groundwater well or for an alteration to an existing well in a basin subject to the act and classified as medium- or high-priority until it obtains a written verification, from the groundwater sustainability agency that manages the basin or area of the basin where the well is proposed to be located, determining that certain factors are present.

**Organization**      **Position**                      **Priority**  
 SWC                      Watch                                      Tier 1

**Notes:** ACWA: Oppose unless Amended  
 CMUA: Oppose unless Amended

**AB 2313 (Bloom D) Water: judges and adjudications.**

**Current Text:** Amended: 4/27/2022 [html](#) [pdf](#)

**Introduced:** 2/16/2022

**Last Amend:** 4/27/2022

**Status:** 4/28/2022-Re-referred to Com. on APPR.

**Location:** 4/26/2022-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Calendar:** 5/11/2022 9 a.m. - 1021 O Street, Room 1100 ASSEMBLY APPROPRIATIONS, HOLDEN, Chair  
**Summary:** Current law authorizes the Judicial Council to conduct institutes and seminars for the purpose of orienting judges to new judicial assignments, keeping them informed concerning new developments in the law, and promoting uniformity in judicial procedure, as specified. This bill would require the Judicial Council, on or before January 1, 2025, to establish a program that provides training and education to judges in specified actions relating to water, as defined. The bill would provide that the program may be funded by an appropriation from the General Fund in the annual Budget Act or another statute, or by using existing funds for judicial training.

**Organization**      **Position**                      **Priority**  
 SWC                      Support                                      Tier 1

**Notes:** Letter sent

ACWA: Support if Amended  
CMUA: Favor

**AB 2362 (Mullin D) Environmentally beneficial projects: interagency coordination: permits.**

**Current Text:** Amended: 4/18/2022 [html](#) [pdf](#)

**Introduced:** 2/16/2022

**Last Amend:** 4/18/2022

**Status:** 4/19/2022-Re-referred to Com. on APPR.

**Location:** 4/4/2022-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Calendar:** 5/11/2022 9 a.m. - 1021 O Street, Room 1100 ASSEMBLY APPROPRIATIONS, HOLDEN, Chair

**Summary:** Current law requires the Natural Resources Agency, by July 1, 2017, and every 3 years thereafter, to update the state's climate adaptation strategy to identify vulnerabilities to climate change by sectors and priority actions needed to reduce the risks in those sectors. Current law requires the agency to explore, and authorizes the agency to implement, options within the agency's jurisdiction to establish a more coordinated and efficient regulatory review and permitting process for coastal adaptation projects that use natural infrastructure. This bill would require the agency, on or before July 1, 2023, to evaluate existing state interagency collaborations functioning at the regional level to gain applicant and agency staff perspective on process and outcome efficiencies for issuing permits for proposed environmentally beneficial projects, as defined. The bill would require the agency to provide, at the request of an applicant for a permit for a proposed environmentally beneficial project, a voluntary preapplication consultation to the applicant that includes permit analysts from all state agencies with permitting authority over the proposed project, as provided.

Organization	Position	Priority
SWC	Support If Amended	Tier 1

**Notes:** Letter sent

**AB 2451 (Wood D) State Water Resources Control Board: drought planning.**

**Current Text:** Introduced: 2/17/2022 [html](#) [pdf](#)

**Introduced:** 2/17/2022

**Status:** 4/26/2022-From committee: Do pass and re-refer to Com. on APPR. (Ayes 11. Noes 1.) (April 26). Re-referred to Com. on APPR.

**Location:** 4/26/2022-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Calendar:** 5/11/2022 9 a.m. - 1021 O Street, Room 1100 ASSEMBLY APPROPRIATIONS, HOLDEN, Chair

**Summary:** Would require the State Water Resources Control Board to establish a Drought Section within the Division of Water Rights, as specified. The bill would require the state board, in consultation with the Department of Fish and Wildlife, to adopt principles and guidelines for diversion and use of water in coastal watersheds during times of water shortage for drought preparedness and climate resiliency and for the development of watershed-level contingency plans to support public trust uses, public health and safety, and the human right to water in times of water shortage. The bill would require the state board to adopt those principles and guidelines no later than March 31, 2023, as specified.

Organization	Position	Priority
SWC	Watch/Monitor to ensure no SWC impact	Tier 1

**Notes:** ACWA: Watch/Amend

**AB 2587 (Garcia, Eduardo D) Energy: firm renewable energy resources and firm zero-carbon resources: procurement.**

**Current Text:** Amended: 4/18/2022 [html](#) [pdf](#)

**Introduced:** 2/18/2022

**Last Amend:** 4/18/2022

**Status:** 4/26/2022-From committee: Do pass and re-refer to Com. on APPR. (Ayes 9. Noes 1.) (April 25). Re-referred to Com. on APPR.

**Location:** 4/25/2022-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law requires the State Energy Resources Conservation and Development Commission (Energy Commission), in consultation with the Public Utilities Commission, the Independent System Operator, and the State Air Resources Board, on or before December 31, 2023, to

submit to the Legislature an assessment of the firm zero-carbon resources that support a clean, reliable, and resilient electrical grid in California and will achieve the policy of the state that eligible renewable energy resources and zero-carbon resources supply 100% of all retail sales of electricity to California end-use customers and 100% of electricity procured to serve all state agencies by December 31, 2045, as specified. Current law requires the Energy Commission to prepare an integrated energy policy report every 2 years and to timely incorporate firm zero-carbon resources into the integrated energy policy report. Current law requires the commission to adopt a process for each load-serving entity, as defined, to file an integrated resource plan and a schedule for periodic updates to the plan to ensure that load-serving entities accomplish specified objectives. This bill would require the Energy Commission to additionally include firm renewable energy resources in the above-described assessment and to incorporate firm renewable energy resources into the integrated energy policy report.

**Organization** SWC  
**Position** Watch  
**Priority** Tier 1

**AB 2639 (Quirk D) San Francisco Bay/Sacramento-San Joaquin Delta Estuary: water quality control plan: water right permits.**

**Current Text:** Amended: 4/19/2022 [html](#) [pdf](#)

**Introduced:** 2/18/2022

**Last Amend:** 4/19/2022

**Status:** 4/27/2022-From committee: Do pass and re-refer to Com. on APPR. (Ayes 5. Noes 3.) (April 26). Re-referred to Com. on APPR.

**Location:** 4/26/2022-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Calendar:** 5/11/2022 9 a.m. - 1021 O Street, Room 1100 ASSEMBLY APPROPRIATIONS, HOLDEN, Chair

**Summary:** Would require the State Water Resources Control Board, on or before December 31, 2023, to adopt a final update of the 1995 Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Estuary, as specified, and to implement the amendments to the plan adopted by the state board pursuant to Resolution No. 2018-0059 on December 12, 2018. The bill would prohibit the state board, on or after January 1, 2024, from approving a new water right permit that would result in new or increased diversions to surface water storage from the Sacramento River/San Joaquin River watershed until and unless the state board has taken those actions.

**Organization** SWC  
**Position** Actively Monitoring  
**Priority** Tier 1

**Notes:** ACWA: Oppose unless Amended  
 CMUA: Oppose unless Amended

**AB 2696 (Garcia, Eduardo D) Electricity: renewable energy and zero-carbon resources: state policy: transmission planning.**

**Current Text:** Amended: 4/18/2022 [html](#) [pdf](#)

**Introduced:** 2/18/2022

**Last Amend:** 4/18/2022

**Status:** 4/21/2022-In committee: Hearing postponed by committee. Re-referred to Com. on APPR. pursuant to Assembly Rule 96.

**Location:** 4/21/2022-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Calendar:** 5/11/2022 9 a.m. - 1021 O Street, Room 1100 ASSEMBLY APPROPRIATIONS, HOLDEN, Chair

**Summary:** Would require the Energy Commission, in consultation with the California Infrastructure and Economic Development Bank, the Governor's Office of Business and Economic Development, the Independent System Operator, and the Public Utilities Commission (PUC), to conduct a study to review potential lower cost ownership and alternative financing mechanisms for new transmission facilities needed to meet the state's clean energy and climate targets, as specified, and to submit a report to the Governor and the Legislature, on or before September 30, 2023, with findings and recommendations related to the study.

**Organization** SWC  
**Position** Favor if Amended  
**Priority** Tier 1

**Notes:** CMUA: Favor

**AB 2805 (Bauer-Kahan D) Department of Fish and Wildlife: advance mitigation and regional conservation investment strategies.**

**Current Text:** Amended: 4/18/2022 [html](#) [pdf](#)

**Introduced:** 2/18/2022

**Last Amend:** 4/18/2022

**Status:** 4/26/2022-From committee: Do pass and re-refer to Com. on APPR. (Ayes 15. Noes 0.) (April 26). Re-referred to Com. on APPR.

**Location:** 4/26/2022-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Calendar:** 5/11/2022 9 a.m. - 1021 O Street, Room 1100 ASSEMBLY APPROPRIATIONS, HOLDEN, Chair

**Summary:** Under current law, the Department of Fish and Wildlife has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and habitat necessary for biologically sustainable populations of those species. Current law authorizes the department, or any other public agency, to propose a regional conservation investment strategy, to be developed in consultation with applicable local agencies that have land use authority, for the purpose of informing science-based nonbinding and voluntary conservation actions and habitat enhancement actions that would advance the conservation of focal species and provide voluntary nonbinding guidance for various activities. Current law authorizes the department to approve a regional conservation investment strategy only if one or more state agencies request approval of the strategy through a letter sent to the Director of Fish and Wildlife, as prescribed. Current law requires the strategy to contain specified information and authorizes inclusion of a regional conservation assessment proposed by the department or any other public agency, and approved by the department, in the strategy. Existing law authorizes the department to approve a regional conservation investment strategy or amended strategy for an initial period of up to 10 years after a public meeting and a public comment period regarding the proposed strategy or amended strategy have been held and after it finds that the strategy meets certain requirements. This bill would authorize the department, any other public agency, or federally recognized tribe to propose a regional conservation investment strategy, as provided.

Organization	Position	Priority
SWC	Watch	Tier 1

**Notes:** ACWA: NYC

**AB 2895**

**(Arambula D) Water: permits and licenses: temporary changes: water or water rights transfers.**

**Current Text:** Amended: 4/27/2022 [html](#) [pdf](#)

**Introduced:** 2/18/2022

**Last Amend:** 4/27/2022

**Status:** 4/28/2022-Re-referred to Com. on APPR.

**Location:** 4/26/2022-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Calendar:** 5/11/2022 9 a.m. - 1021 O Street, Room 1100 ASSEMBLY APPROPRIATIONS, HOLDEN, Chair

**Summary:** Under current law, the State Water Resources Control Board administers a water rights program pursuant to which the board grants permits and licenses to appropriate water. Current law authorizes a permittee or licensee to temporarily change the point of diversion, place of use, or purpose of use due to a transfer or exchange of water or water rights if the transfer would only involve the amount of water that would have been consumptively used or stored by the permittee or licensee in the absence of the proposed temporary change, would not injure any legal user of the water, and would not unreasonably affect fish, wildlife, or other instream beneficial uses. Current law prescribes the process for a permittee or licensee to petition the board for a temporary change due to a transfer or exchange of water rights and subsequent notice, decision, and hearing requirements by the board. Under that process, a petitioner is required to publish notice of a petition in a newspaper, as specified. Current law requires a petition to contain specified information and requires a petitioner to provide a copy of the petition to the Department of Fish and Wildlife, the board of supervisors of the county or counties in which the petitioner currently stores or uses the water subject to the petition, and the board of supervisors of the county or counties to which the water is proposed to be transferred. This bill would revise and recast the provisions regulating temporary changes due to a transfer or exchange of water rights, including, among other revisions, specifying that those provisions apply to a person who proposes a temporary change for purposes of preserving or enhancing wetlands habitat, fish and wildlife resources, or recreation.

Organization	Position	Priority
SWC	Watch	Tier 1

**Notes:** ACWA: Not Favor unless Amended  
CMUA: Watch

**SB 559**

**(Hurtado D) Department of Water Resources: water conveyance systems: Water Conveyance Restoration Fund.**

**Current Text:** Amended: 8/30/2021 [html](#) [pdf](#)

**Introduced:** 2/18/2021

**Last Amend:** 8/30/2021

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

**Location:** 9/10/2021-A. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	2 year	Conf. Conc.	Enrolled	Vetoed	Chaptered	
1st House				2nd House								

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

Organization	Position	Priority
SWC	Co-Sponsor	Tier 1

**Notes:** ACWA: Support

**SB 832**

**(Dodd D) Water rights: measurement of diversion.**

**Current Text:** Amended: 4/6/2022 [html](#) [pdf](#)

**Introduced:** 1/3/2022

**Last Amend:** 4/6/2022

**Status:** 4/25/2022-April 25 hearing: Placed on APPR suspense file.

**Location:** 4/25/2022-S. APPR. SUSPENSE FILE

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	
1st House				2nd House								

**Summary:** Current law defines various terms applicable to the Water Code. This bill would define "water year," unless otherwise specified, to mean the 12-month period beginning October 1 and ending September 30.

Organization	Position	Priority
SWC	Support	Tier 1

**Notes:** Letter sent  
ACWA: Favor

**SB 887**

**(Becker D) Electricity: transmission facility planning.**

**Current Text:** Amended: 4/4/2022 [html](#) [pdf](#)

**Introduced:** 1/27/2022

**Last Amend:** 4/4/2022

**Status:** 4/18/2022-April 18 hearing: Placed on APPR suspense file.

**Location:** 4/18/2022-S. APPR. SUSPENSE FILE

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	
1st House				2nd House								

**Summary:** Would require the Public Utilities Commission, on or before January 15, 2023, to request the ISO to identify the highest priority transmission facilities that are needed to allow for reduced reliance on carbon-emitting electrical generation resources in transmission-constrained urban areas by delivering renewable energy resources or zero-carbon resources that are expected to be developed by 2035 into those areas and to consider whether to approve the identified transmission projects as part of the ISO's 2022-23 transmission planning process. The bill would require the PUC, in consultation with the Energy Commission, to provide transmission-focused guidance to the ISO about resource portfolios of expected future renewable energy resources and zero-carbon resources, as specified, to allow the ISO to identify and approve transmission facilities needed to allow for full deliverability of those resources to load centers. The bill would express the policy of the state that new transmission facilities incorporate into their planning wildfire risk reduction and increased systemwide reliability and cost efficiency, among other goals.

Organization	Position	Priority
SWC	Watch	Tier 1

**Notes:** CMUA: Oppose Unless Amended

**SB 1020**

**(Laird D) Clean Energy, Jobs, and Affordability Act of 2022.**

**Current Text:** Amended: 5/4/2022 [html](#) [pdf](#)

**Introduced:** 2/14/2022

**Last Amend:** 5/4/2022

**Status:** 5/9/2022-May 9 hearing: Placed on APPR suspense file.

**Location:** 5/9/2022-S. APPR. SUSPENSE FILE

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** The California Global Warming Solutions Act of 2006 requires the State Air Resources Board to prepare and approve a scoping plan for achieving the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions and to update the scoping plan at least once every 5 years. The act requires the state board to conduct a series of public workshops to give interested parties an opportunity to comment on the plan and requires a portion of those workshops to be conducted in regions of the state that have the most significant exposure to air pollutants, including communities with minority populations, communities with low-income populations, or both. This bill instead would modify, with respect to the provision that a portion of the workshops be conducted in regions of the state that have the most significant exposure to air pollutants, the above-described included communities as additionally being areas designated as federal extreme nonattainment.

Organization	Position	Priority
SWC	Oppose Unless Amended (as appropriate)	Tier 1

**[SB 1032](#) ([Becker D](#)) **Public Utilities Commission: electrical transmission grid development and expansion: study.****

**Current Text:** Amended: 4/28/2022 [html](#) [pdf](#)

**Introduced:** 2/15/2022

**Last Amend:** 4/28/2022

**Status:** 5/6/2022-Set for hearing May 16.

**Location:** 5/2/2022-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Calendar:** 5/16/2022 10 a.m. - 1021 O Street, Room 2200 SENATE APPROPRIATIONS, PORTANTINO, Chair

**Summary:** Under current law, it is the policy of the state that eligible renewable energy resources and zero-carbon resources supply 100% of all retail sales of electricity to California end-use customers and 100% of electricity procured to serve all state agencies by December 31, 2045. Current law requires the Public Utilities Commission to submit various reports to the Legislature. This bill would require the commission, on or before January 1, 2024, to submit to the Governor and the Legislature a study identifying proposals to accelerate the development of, and reduce the cost to ratepayers of expanding, the state's electrical transmission grid as necessary to achieve the state's goals, and meet the state's requirements, to reduce the emissions of greenhouse gases, as specified.

Organization	Position	Priority
SWC	Watch	Tier 1

**Notes:** CMUA: Watch

**[SB 1065](#) ([Eggman D](#)) **California Abandoned and Derelict Commercial Vessel Program.****

**Current Text:** Amended: 4/28/2022 [html](#) [pdf](#)

**Introduced:** 2/15/2022

**Last Amend:** 4/28/2022

**Status:** 5/6/2022-Set for hearing May 16.

**Location:** 4/27/2022-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Calendar:** 5/16/2022 10 a.m. - 1021 O Street, Room 2200 SENATE APPROPRIATIONS, PORTANTINO, Chair

**Summary:** Would establish the California Abandoned and Derelict Commercial Vessel Program within the Natural Resources Agency, to be administered by the State Lands Commission, to bring federal, state, and local agencies together to identify, prioritize, and, upon appropriation by the Legislature or a determination of the availability of existing funds, as provided, fund the removal of abandoned and derelict commercial vessels, as defined, from waters of the state, as defined. The bill would require the commission, as part of the program, to create an inventory of abandoned and derelict commercial vessels on the waters of the state and develop a plan to prevent or reduce these abandoned and derelict commercial vessels, as provided.

Organization	Position	Priority
SWC	Support	Tier 1

**[SB 1109](#) ([Caballero D](#)) **California Renewables Portfolio Standard Program: bioenergy projects.****

**Current Text:** Amended: 5/4/2022 [html](#) [pdf](#)

**Introduced:** 2/16/2022

**Last Amend:** 5/4/2022

**Status:** 5/6/2022-Set for hearing May 16.

**Location:** 4/26/2022-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Calendar:** 5/16/2022 10 a.m. - 1021 O Street, Room 2200 SENATE APPROPRIATIONS, PORTANTINO, Chair

**Summary:** Current law requires electrical corporations, by December 1, 2016, to collectively procure, through financial commitments of 5 years, their proportionate share of 125 megawatts of cumulative rated generating capacity from bioenergy projects commencing operation before June 1, 2013. This bill would extend the electrical corporations' obligation to collectively procure their proportionate share of 125 megawatts of cumulative rated generating capacity from bioenergy projects to December 31, 2023. The bill would revise the financial commitments by which electrical corporations collectively procure their proportionate share of the cumulative rated generating capacity to 5 to 15 years, inclusive. The bill would require any incremental procurement of electricity products from bioenergy resources by a new contract or contract extension of 10 years or longer in duration to be from a resource that meets emission limits equivalent to, or more stringent than, the best available retrofit control technology determined at the time of procurement.

**Organization**      **Position**                      **Priority**  
SWC                      Watch                                      Tier 1

**Notes:** ACWA: Watch

**SB 1174 (Hertzberg D) Electricity: eligible renewable energy or energy storage resources: transmission and interconnection.**

**Current Text:** Amended: 4/6/2022 [html](#) [pdf](#)

**Introduced:** 2/17/2022

**Last Amend:** 4/6/2022

**Status:** 4/25/2022-April 25 hearing: Placed on APPR suspense file.

**Location:** 4/25/2022-S. APPR. SUSPENSE FILE

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law vests the Public Utilities Commission (PUC) with regulatory authority over public utilities, including electrical corporations. The California Renewables Portfolio Standard Program requires the PUC to establish a renewables portfolio standard requiring all retail sellers, including electrical corporations, electric service providers, and community choice aggregators, to procure a minimum quantity of electricity products from eligible renewable energy resources so that the total kilowatthours of those products sold to their retail end-use customers achieves 25% of retail sales by December 31, 2016, 33% by December 31, 2020, 44% by December 31, 2024, 52% by December 31, 2027, and 60% by December 31, 2030. Current law requires an electrical corporation that owns electrical transmission facilities to annually prepare, as part of a specified FERC process, a report identifying any electrical transmission facility, upgrade, or enhancement that is reasonably necessary to achieve the procurement requirements of the California Renewables Portfolio Standard Program and to submit that report to the PUC. This bill would require each electrical corporation that owns electrical transmission facilities to annually prepare, and submit to the PUC, a consolidated report on any delays to in-service dates of eligible renewable energy resources or energy storage resources and identify all prudent remedial actions to address and minimize those delays.

**Organization**      **Position**                      **Priority**  
SWC                      Watch                                      Tier 1

**Notes:** CMUA: Watch/Amend

**SB 1203 (Becker D) Zero net emissions of greenhouse gases: state agency operations.**

**Current Text:** Amended: 3/24/2022 [html](#) [pdf](#)

**Introduced:** 2/17/2022

**Last Amend:** 3/24/2022

**Status:** 5/9/2022-May 9 hearing: Placed on APPR suspense file.

**Location:** 5/9/2022-S. APPR. SUSPENSE FILE

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** The State Air Resources Board is required to approve a statewide greenhouse gas emissions limit equivalent to the statewide greenhouse gas emissions level in 1990 to be achieved by 2020 and to ensure that statewide greenhouse gas emissions are reduced to at least 40% below the 1990 level by 2030. This bill would declare the intent of the Legislature that state agencies aim to achieve zero net emissions of greenhouse gases resulting from their operations no later than January 1, 2035. The bill would require each state agency to develop and publish a plan, on or before January 1, 2025, that describes its current greenhouse gas emissions inventory, its planned actions for achieving net zero emissions of greenhouse gases, and an estimate of the costs associated with the



planned actions. The bill would require the state agency to update the plan beginning June 30, 2027, and every 2 years thereafter until the goal has been achieved.

**Organization**      **Position**      **Priority**  
 SWC                      Watch                      Tier 1

**Notes:** CMUA: Watch

**SB 1205**      **(Allen D) Water rights: appropriation.**

**Current Text:** Amended: 4/27/2022      [html](#)      [pdf](#)

**Introduced:** 2/17/2022

**Last Amend:** 4/27/2022

**Status:** 5/9/2022-May 9 hearing: Placed on APPR suspense file.

**Location:** 5/9/2022-S. APPR. SUSPENSE FILE

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would require the State Water Resources Control Board to develop and adopt regulations to provide greater specificity as to the methods and practices for determining water availability in the issuance and administration of water right permits and licenses, including consideration of the effects of climate change, as specified, upon watershed hydrology as part of the preparation of water availability analyses. The bill would require the board to consult with the Department of Water Resources, the Department of Fish and Wildlife, and qualified hydrologists and climate change scientists, among others, in preparing the regulations.

**Organization**      **Position**      **Priority**  
 SWC                      Watch                      Tier 1

**Notes:** ACWA: Favor/Amend

**SB 1219**      **(Hurtado D) 21st century water laws and agencies: committee.**

**Current Text:** Amended: 4/6/2022      [html](#)      [pdf](#)

**Introduced:** 2/17/2022

**Last Amend:** 4/6/2022

**Status:** 5/9/2022-May 9 hearing: Placed on APPR suspense file.

**Location:** 5/9/2022-S. APPR. SUSPENSE FILE

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would require the Secretary of the Natural Resources Agency and the Secretary for Environmental Protection to convene a committee to develop and submit, on or before December 31, 2024, to the Governor and to the Legislature a strategic vision, proposed statutes, and recommendations for a modern 21st century set of water laws and regulations and state and local water agencies for the state, as provided. The committee would consist of 5 specified heads of state agencies, 2 members appointed by the Senate Committee on Rules, and 2 members appointed by the Speaker of the Assembly. The bill would require the Governor or the committee to appoint a "blue ribbon" citizen commission or taskforce, a stakeholder advisory committee, and any other group that the Governor or the committee deems necessary or desirable to assist in carrying out these provisions. The bill would require all relevant state agencies, at the request of the committee, to make available staff and resources to assist in the preparation of the strategic vision and proposed statutes.

**Organization**      **Position**      **Priority**  
 SWC                      Watch                      Tier 1

**Notes:** ACWA: Watch

**Tier 2**

**AB 2387**      **(Garcia, Eduardo D) Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, and Workforce Development Bond Act of 2022.**

**Current Text:** Amended: 3/21/2022      [html](#)      [pdf](#)

**Introduced:** 2/17/2022

**Last Amend:** 3/21/2022

**Status:** 4/26/2022-From committee: Do pass and re-refer to Com. on APPR. (Ayes 7. Noes 2.) (April 25). Re-referred to Com. on APPR.

**Location:** 4/25/2022-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Calendar:** 5/11/2022 9 a.m. - 1021 O Street, Room 1100 ASSEMBLY APPROPRIATIONS, HOLDEN, Chair

**Summary:** Would enact the Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood



