

AGENDA

Regular Meeting of the
BOARD OF TRUSTEES

SANTA YNEZ RIVER WATER CONSERVATION DISTRICT, IMPROVEMENT DISTRICT NO. 1
will be held at **3:00 P.M., Tuesday, April 21, 2020**

TELECONFERENCE MEETING ONLY - NO PHYSICAL MEETING LOCATION

Public Participation Dial-In Number: 1-888-585-9008

Passcode: 841-456-156#

Teleconference Meeting During Coronavirus (COVID-19) Emergency: As a result of the COVID-19 emergency and Governor Newsom’s Executive Orders to protect public health by issuing shelter-in-home standards, limiting public gatherings, and requiring social distancing, this meeting will occur solely via teleconference as authorized by and in furtherance of Executive Order Nos. N-29-20 and N-33-20.

Important Notice Regarding Public Participation in Teleconference Meeting:

For those who wish to provide public comment on an Agenda Item, or who otherwise are making a presentation to the Board of Trustees, please submit any and all comments and materials to the District via electronic mail at general@syrwd.org. All submittals must be received by the District no later than 5:00 p.m. on Monday, April 20, 2020, and should indicate “**April 21, 2020 Board Meeting**” in the subject line. To the extent practicable, public comments and materials received in advance pursuant to this timeframe will be read into the public record during the meeting. Public comments and materials not read into the record will become part of the post-meeting Board packet materials available to the public and posted on the District’s website.

For members of the public who may have a particularized need to speak on an Agenda Item during the meeting, please submit an advance request to the District via electronic mail at general@syrwd.org. All requests must be received by the District no later than 5:00 p.m. on Monday, April 20, 2020, and should indicate “**April 21, 2020 Board Meeting**” in the subject line.

In the interest of clear reception and efficient administration of the meeting, all persons participating in this teleconference are respectfully requested to mute their phones after dialing-in and at all times unless speaking.

- I. **CALL TO ORDER AND ROLL CALL**
- II. **PLEDGE OF ALLEGIANCE**
- III. **REPORT BY THE SECRETARY TO THE BOARD REGARDING COMPLIANCE WITH THE REQUIREMENTS FOR POSTING OF THE AGENDA**
- IV. **DEDICATION TO TRUSTEE HARLAN J. BURCHARDI**
- V. **ADMINISTRATION OF THE AGENDA, INCLUDING ADDITIONS OR CORRECTIONS, IF ANY**
- VI. **CORONAVIRUS (COVID-19) UPDATE AND POSSIBLE ACTION**
 - A. **General Manager’s Report**
 - B. **Water Service Shutoffs and Late Penalties**
 - C. **Approval of CalOES Form 130 – Resolution Designating District’s Agent for Emergency Services**

VII. PUBLIC COMMENT - Any member of the public may address the Board relating to any non-agenda matter within the District's jurisdiction. The total time for all public participation shall not exceed fifteen (15) minutes and the time allotted for each individual shall not exceed three (3) minutes. The District is not responsible for the content or accuracy of statements made by members of the public. No Action will be taken by the Board on any public comment item.

VIII. CONSIDERATION OF THE MINUTES OF THE REGULAR MEETING OF FEBRUARY 18, 2020

IX. CONSENT AGENDA - All items listed on the Consent Agenda are considered to be routine and will be approved or rejected in a single motion without separate discussion. Any item placed on the Consent Agenda can be removed and placed on the Regular Agenda for discussion and possible action upon the request of any Trustee.

CA-1. Water Supply and Production Report

CA-2. Central Coast Water Authority Updates

X. MANAGER REPORTS - STATUS, DISCUSSION AND POSSIBLE BOARD ACTION ON THE FOLLOWING SUBJECTS:

A. DISTRICT ADMINISTRATION

1. Financial Report on Administrative Matters
 - a) Presentation of Monthly Financial Statements – Revenues and Expenses
 - b) Approval of Accounts Payable: February 19, 2020 through March 18, 2020
 - c) Approval of Accounts Payable: March 19, 2020 through April 21, 2020
2. Appointment of District Representative to Central Coast Water Authority and Cachuma Contract Committee
3. Board of Trustees Vacancy for Division 1
 - a) Update from General Manager
4. District Resolution No. 798 – A Resolution of the Board of Trustees of the Santa Ynez River Water Conservation District, Improvement District No.1 Adopting A Policy Regarding Suspension of Water Service for Nonpayment and Amending the District's Rules and Regulations to Incorporate the Policy
5. SCADA System Upgrade
 - a) Review Proposal Results
 - b) Award of Contract

B. OPERATIONS AND MAINTENANCE

1. Update from Water Resources Manager
2. Update on Hexavalent Chromium (Cr6) MCL

XI. REPORT, DISCUSSION AND POSSIBLE BOARD ACTION ON THE FOLLOWING SUBJECTS:

A. CACHUMA PROJECT - OPERATIONS AND SUPPLIES

1. Cachuma Project Water Service Contract No. I75r-1802R and Status of 2020 Water Service Contract Process

B. SUSTAINABLE GROUNDWATER MANAGEMENT ACT

1. Eastern Management Area Update
2. Proposed Confidentiality Agreement for Eastern Management Area

XII. REPORTS BY THE BOARD MEMBERS OR STAFF, QUESTIONS OF STAFF, STATUS REPORTS, ANNOUNCEMENTS, COMMITTEE REPORTS, OBSERVATIONS AND OTHER MATTERS AND/OR COMMUNICATIONS NOT REQUIRING ACTION

XIII. CORRESPONDENCE: GENERAL MANAGER RECOMMENDS THE ITEMS NOT MARKED WITH AN ASTERISK (*) FOR FILE

XIV. REQUESTS FOR ITEMS TO BE INCLUDED ON THE NEXT REGULAR MEETING AGENDA: Any member of the Board of Trustees may place an item on the meeting agenda for the next regular meeting. Any member of the public may submit a written request to the General Manager of the District to place an item on a future meeting agenda, provided that the General Manager and the Board of Trustees retain sole discretion to determine which items to include on meeting agendas.

XV. NEXT MEETING OF THE BOARD OF TRUSTEES: The next Regular Meeting of the Board of Trustees is scheduled for **May 19, 2020 at 3:00 p.m.**

XVI. CLOSED SESSION

To accommodate the teleconferencing format of this meeting, the public participation phone line will be closed for sixty (60) minutes while the Board of Trustees convenes into closed session. Upon the conclusion of the 60-minute period, the public participation phone line will be reopened for the remaining Agenda Items. The Board will hold a closed session to discuss the following items:

A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

[Subdivision (d)(1) of Section 54956.9 of the Government Code – 3 cases]

1. Name of Case: Adjudicatory proceedings pending before the State Water Resources Control Board regarding Permits 11308 and 11310 issued on Applications 11331 and 11332 to the United States Bureau of Reclamation for the Cachuma Project
2. Name of Case: Adjudicatory proceedings pending before the State Water Resources Control Board regarding Permit 15878 issued on Application 22423 to the City of Solvang, Petitions for Change, and Related Protests
3. Name of Case: Santa Barbara County Superior Court Case No. 19CV01873, Cachuma Operation and Maintenance Board v. Santa Ynez River Water Conservation District, Improvement District No.1

B. CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

[Subdivision (d)(2) of Section 54956.9 of the Government Code – 2 potential cases]

The public participation phone line (Dial-In Number and Passcode above) will be reopened sixty (60) minutes after the Board of Trustees convenes into closed session.

XVII. RECONVENE INTO OPEN SESSION

[Sections 54957.1 and 54957.7 of the Government Code]

XVIII. ADJOURNMENT

This Agenda was posted at 3622 Sagunto Street, Santa Ynez, California and notice was delivered in accordance with Government Code Section 54950, specifically Section 54956. This Agenda contains a brief general description of each item to be considered. The Board reserves the right to change the order in which items are heard. Copies of the staff reports or other written documentation relating to each item of business on the Agenda are on file with the District and available for public inspection during normal business hours. A person who has a question concerning any of the agenda items may call the District's General Manager at (805) 688-6015. Written materials relating to an item on this Agenda that are distributed to the Board of Trustees within 72 hours (for Regular meetings) or 24 hours (for Special meetings) before it is to consider the item at its regularly or special scheduled meeting(s) will be made available for public inspection at 3622 Sagunto Street, during normal business hours. Such written materials will also be made available on the District's website, subject to staff's ability to post the documents before the regularly scheduled meeting. If you challenge any of the Board's decisions related to the agenda items above in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence to the Board prior to the public hearing. In compliance with the Americans with Disabilities Act, if you need special assistance to review agenda materials or participate in this meeting, please contact the District Secretary at (805) 688-6015. Notification 72 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.

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Harlan J. Burchardi (1932 - 2020)

Guest Book

Obituary

"I recently saw Harlan and had a chance to chat with him..."

- Paavo Ogren

View

Sign



DOB July 27, 1932

Harlan J. Burchardi died peacefully on March 16th, 2020 in his chair at his home in Los Olivos. He was a

devoted husband for 66 years to his lovely wife Elizabeth (Betty), a loving father, grandfather, great grandfather and dedicated public servant.

He graduated from Cal Poly San Luis Obispo as an Animal Husbandry major and returned to Solvang to run the family dairy in 1953. Burchardi Dairy was the first dairy in Solvang, some might remember the giant milk bottle on the west side of town.

Harlan loved to contribute to his community by serving on multiple Boards, including the Los Olivos Elementary School Board, Santa Ynez Valley Union High School Board, Farm Bureau and most notably the Santa Ynez River Water Conservation District ID #1 where he served for over 50 years. His vision and dedication helped contribute to the foundation of our fine Valley. Many people said Harlan had forgotten more than most of us could ever remember.

Harlan loved a good meal, with Betty providing over 70,000 of them, always finishing with "tak for mad"- Danish for "thanks for food"- only for him to ask; "Hey what are we having tomorrow?" He especially loved a good argument. One of his favorite sayings was; "Arguing with him was like wrestling with a pig. You get muddy and the pig likes it." He was a stickler for details and always had a calculator in his pocket.

He is survived by wife Betty, his children Lynne, Mike, Joe and Beverly. He was preceded in death by a son David. He had 7 grandchildren and 4 great-grandchildren. We all will miss him.

In lieu of flowers, donations in his memory may be made to a charity of your choice.

Email Obituary



Coronavirus (COVID-19) Update

To Our Valued Customers:

As national, state, and local governments are actively addressing the outbreak of Coronavirus (COVID-19) and as media coverage continues to provide situational updates, the Santa Ynez River Water Conservation District, Improvement District No.1 (District) wants to reassure our customers that we are actively monitoring the evolving situation and making ongoing preparations as with any emergency condition. Our top priority is helping ensure the safety of the communities we serve, the public at large, and all District staff in maintaining the delivery of reliable, high-quality water supplies. The following information is intended to address questions you may have about your water service and emergency planning measures being undertaken by the District.

- **Your Tap Water Remains Safe** – The District’s water supplies remain safe and reliable for drinking, hand washing, and all other purposes. According to the World Health Organization (WHO) and the Centers for Disease Control and Prevention (CDC), COVID-19 has not been detected in drinking water supplies, and based on current evidence the risk to water supplies is very low. Furthermore, all sources of the District’s water supply are treated and disinfected to levels proven effective in eliminating viruses (such as COVID-19), bacteria, and other pathogens.
- **Water Quality Meets the Highest Standards** – The District delivers high-quality water that meets or exceeds all levels of stringent state and federal drinking water requirements. District staff conducts daily, weekly, and other routine water quality testing to ensure that your water supplies meet these rigorous standards seven days per week, 365 days per year. Much of the District’s water quality information is detailed in our recent Annual Water Quality report, available at the following link: <https://www.syrwd.org/article/14560-2018-annual-water-quality-report>.
- **No Reductions in Water Supply** – While it is always advisable to stock bottled water at home in case of emergencies that may disrupt your water supply, the District currently does not expect any impacts to water service relating to COVID-19.
- **Extra District Precautions** – The District is taking extra steps to keep its employees, Board of Trustees, contractors, vendors, and members of the public safe and healthy so we can continue to serve our customers throughout this crisis. Guidance and information have been issued internally to all District employees regarding COVID-19 and practices to help safeguard personal health and the District’s work environments. To assist in implementing standards issued by state

and local health officials regarding social distancing, we have closed our front office until further notice, although normal operations will continue as usual. Water bills may be paid using the Drop Box at the front door (3622 Sagunto Street), via the District's payment portal on our website at www.syrwd.org, or by telephone at (805) 688-6015. Questions regarding any business matters may be directed to District staff via telephone at the number above. You may also contact us via email at general@syrwd.org. Business-related travel by all District employees (not including personal commuting) has been limited to critical and essential functions. The March 17, 2020 regular meeting of the District's Board of Trustees has been cancelled and the status of future meetings will be updated on the District's website.

- **Additional information** – The District will continue to follow recommendations of the California Department of Public Health (CDPH), the Centers for Disease Control and Prevention (CDC), and the Santa Barbara County Department of Public Health, in addition to other applicable federal, state, and local guidelines and standards.

The District sincerely appreciates your cooperation and understanding during these extraordinary times. If we can be of any service to you, please contact our office at (805) 688-6015 or via email at general@syrwd.org. Following are several resources for more information regarding COVID-19:

Santa Barbara County Call Center: (833) 688-5551

Santa Barbara County Public Health Department: (805) 681-4373

Santa Barbara County Public Health Department COVID-19 Website:

www.publichealthsb.org

California Department of Public Health (CDPH) Website:

www.cdph.ca.gov

Centers for Disease Control and Prevention (CDC) Website:

www.cdc.gov

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Fact Sheet

Reminder About California's Drinking Water Systems ***State-Required Treatment Process Removes Viruses, Including COVID-19***

- California's comprehensive and safe drinking water standards require a multi-step treatment process that includes filtration and disinfection. This process removes and kills viruses, including coronaviruses such as COVID-19, as well as bacteria and other pathogens.
- The State Water Board's [Division of Drinking Water](#) establishes and enforces drinking water standards that ensure the delivery of pure, safe, and potable water. In addition to health-based water quality standards, treatment facilities must comply with stringent performance measures to ensure treatment processes are continuously operating at peak performance.
- The treatment process must destroy at least 99.99% of viruses. The limited number that might pass through the removal process are quickly inactivated in the disinfection process, typically in less than 10 minutes. All treatment facilities for surface water sources in California are required to maintain disinfection facilities sufficient to destroy *giardia cysts*, which are much more resilient than viruses.
- COVID-19 is transmitted person to person, not through water, according to the [Centers for Disease Control and Prevention](#).
- Public water systems that utilize groundwater sources maintain protective physical measures, including soil barriers, to ensure that water sources are protected from pathogens, including viruses. In addition, most of these systems use chlorine disinfection to inactivate viruses or bacteria that might find their way into the water.
- All public water systems in California are routinely monitored for bacteria to ensure that water delivered to customers is free of disease-causing agents. Other parameters, including temperature, pH, turbidity, chlorine residual, electrical conductivity, lead and copper, corrosion indices and disinfection byproducts, are monitored to alert operators about changing water quality conditions and avert potential problems.
- The State Water Board works closely with local water systems to ensure the safety of water that flows through public water systems to residential customers.



Contact your [local water agency](#) for more specific information about the drinking water treatment process. Refer to your water bill for your water provider's website, phone number and email contacts.

In addition, California has established a [COVID-19](#) website with prevention tips all Californians can take to protect themselves from COVID-19. They include staying home, washing hands with soap and water for 20 seconds, and cleaning and disinfecting frequently touched objects and surfaces.

Additional Resources

For more information and frequent updates about what California is doing to prepare for the impacts of [Coronavirus \(COVID-19\)](#), please visit the [Governor's Office of Emergency Services](#) and the [California Department of Public Health](#).

[United States Environmental Protection Agency](#): "Americans can continue to use and drink water from their tap as usual."

<https://www.epa.gov/coronavirus/coronavirus-and-drinking-water-and-wastewater>

[Federal Centers for Disease Control](#): "The COVID-19 virus has not been detected in drinking water. Conventional water treatment methods that use filtration and disinfection, such as those in most municipal drinking water systems, should remove or inactivate the virus that causes COVID-19."

<https://www.cdc.gov/coronavirus/2019-ncov/php/water.html>

(This Fact Sheet was last updated on March 19, 2020)



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3622 Sagunto Street Santa Ynez, Ca 93460

805.688.6015

Featured Message

[NOTICE / ATTENTION CORONAVIRUS \(COVID-19\)](#)

By [SYR WD](#) on Mar 16, 2020 at 05:34 PM in [Announcements](#)

Dear Valued Customers:

Due to various concerns related to Coronavirus (COVID-19), until further notice our front office will remain closed during normal business hours. This measure is being taken to help implement guidance issued by state and local health officials regarding social distancing, and to help ensure a safe working environment for the provision of safe and reliable water supplies.

Water bills may be paid by using the Drop Box at the front door (3622 Sagunto Street), via the District's payment portal on our website (www.syrwd.org), or by telephone at (805) 688-6015. Questions regarding any business matters may be directed to District staff via telephone at the number above. You may also contact us via email at general@syrwd.org. Thank you for your understanding and cooperation.

Sincerely, District Management

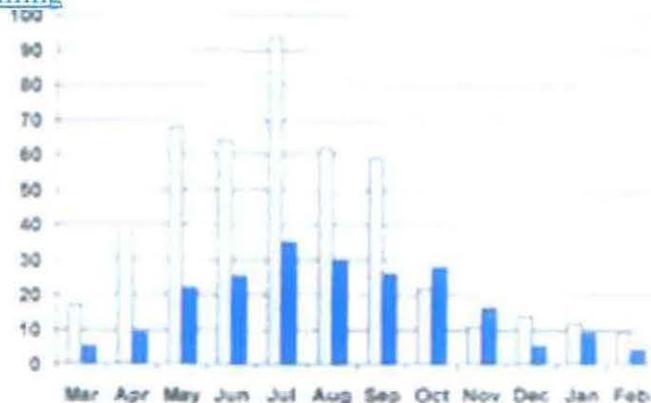
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March 28, 2020

ADVISORY MEMORANDUM ON IDENTIFICATION OF ESSENTIAL CRITICAL INFRASTRUCTURE WORKERS DURING COVID-19 RESPONSE

FROM: Christopher C. Krebs
Director
Cybersecurity and Infrastructure Security Agency (CISA)

As the Nation comes together to slow the spread of COVID-19, on March 16th the President issued updated Coronavirus Guidance for America that highlighted the importance of the critical infrastructure workforce.

The Cybersecurity and Infrastructure Security Agency (CISA) executes the Secretary of Homeland Security's authorities to secure critical infrastructure. Consistent with these authorities, CISA has developed, in collaboration with other federal agencies, State and local governments, and the private sector, an "Essential Critical Infrastructure Workforce" advisory list. This list is intended to help State, local, tribal and territorial officials as they work to protect their communities, while ensuring continuity of functions critical to public health and safety, as well as economic and national security. Decisions informed by this list should also take into consideration additional public health considerations based on the specific COVID-19-related concerns of particular jurisdictions.

This list is advisory in nature. It is not, nor should it be considered, a federal directive or standard. Additionally, this advisory list is not intended to be the exclusive list of critical infrastructure sectors, workers, and functions that should continue during the COVID-19 response across all jurisdictions. Individual jurisdictions should add or subtract essential workforce categories based on their own requirements and discretion.

The advisory list identifies workers who conduct a range of operations and services that are typically essential to continued critical infrastructure viability, including staffing operations centers, maintaining and repairing critical infrastructure, operating call centers, working construction, and performing operational functions, among others. It also includes workers who support crucial supply chains and enable functions for critical infrastructure. The industries they support represent, but are not limited to, medical and healthcare, telecommunications, information technology systems, defense, food and agriculture, transportation and logistics, energy, water and wastewater, law enforcement,

and public works.

State, local, tribal, and territorial governments are responsible for implementing and executing response activities, including decisions about access and reentry, in their communities, while the Federal Government is in a supporting role. Officials should use their own judgment in issuing implementation directives and guidance. Similarly, while adhering to relevant public health guidance, critical infrastructure owners and operators are expected to use their own judgement on issues of the prioritization of business processes and workforce allocation to best ensure continuity of the essential goods and services they support. All decisions should appropriately balance public safety, the health and safety of the workforce, and the continued delivery of essential critical infrastructure services and functions. While this advisory list is meant to help public officials and employers identify essential work functions, it allows for the reality that some workers engaged in activity determined to be essential may be unable to perform those functions because of health-related concerns.

CISA will continue to work with our partners in the critical infrastructure community to update this advisory list if necessary as the Nation's response to COVID-19 evolves.

Should you have questions about this list, please contact CISA at CISA.CAT@cisa.dhs.gov.

Attachment: "Guidance on the Essential Critical Infrastructure Workforce: Ensuring Community and National Resilience in COVID-19 Response Version 2.0"



CISA
CYBER+INFRASTRUCTURE

DEFEND TODAY, SECURE TOMORROW

Guidance on the Essential Critical Infrastructure Workforce: Ensuring Community and National Resilience In COVID-19 Response

Version 2.0 (March 28, 2020)

THE IMPORTANCE OF ESSENTIAL CRITICAL INFRASTRUCTURE WORKERS

Functioning critical infrastructure is imperative during the response to the COVID-19 emergency for both public health and safety as well as community well-being. Certain critical infrastructure industries have a special responsibility in these times to continue operations.

This advisory guidance and accompanying list are intended to support state, local, tribal, territorial and industry partners in identifying the critical infrastructure sectors and the essential workers needed to maintain the services and functions Americans depend on daily and that need to be able to operate resiliently during the COVID-19 pandemic response.

This document gives advisory guidance on defining essential critical infrastructure workers. Promoting the ability of such workers to continue to work during periods of community restriction, access management, social distancing, or closure orders/directives is crucial to community resilience and continuity of essential functions.

CISA will continually solicit and accept feedback on the list and will evolve the list in response to stakeholder feedback. We will also use our various stakeholder engagement mechanisms to work with partners on how they are using this list and share those lessons learned and best practices broadly. Feedback can be sent to CISA.CAT@CISA.DHS.GOV.

CONSIDERATIONS FOR GOVERNMENT AND BUSINESS

This list was developed in consultation with federal agency partners, industry experts, and State and local officials, and is based on several key principles:

1. Response efforts to the COVID-19 pandemic are locally executed, state managed, and federally supported.
2. Everyone should follow guidance from the CDC, as well as State and local government officials, regarding strategies to limit disease spread.
3. Workers should be encouraged to work remotely when possible and focus on core business activities. In-person, non-mandatory activities should be delayed until the resumption of normal operations.
4. When continuous remote work is not possible, businesses should enlist strategies to reduce the likelihood of spreading the disease. This includes, but is not necessarily limited to, separating staff by off-setting shift hours or days and/or social distancing. These steps can preserve the workforce and allow operations to continue.
5. All organizations should implement their business continuity and pandemic plans or put plans in place if they do not exist. Delaying implementation is not advised and puts at risk the viability of the business and the

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health and safety of the employees.

6. Reliance on technology and just-in-time supply chains means that certain workers must be able to access certain sites, facilities, and assets to ensure continuity of functions.
7. Government employees, such as emergency managers, and the business community need to establish and maintain lines of communication.
8. When government and businesses engage in discussions about essential critical infrastructure workers, they need to consider the implications of business operations beyond the jurisdiction where the asset or facility is located. Businesses can have sizeable economic and societal impacts as well as supply chain dependencies that are geographically distributed.
9. Whenever possible, jurisdictions should align access and movement control policies related to critical infrastructure workers to lower the burden of workers crossing jurisdictional boundaries.

IDENTIFYING ESSENTIAL CRITICAL INFRASTRUCTURE WORKERS

The following list of identified essential critical infrastructure workers is intended to be overly inclusive reflecting the diversity of industries across the United States.



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HEALTHCARE / PUBLIC HEALTH

- Workers who perform critical clinical research, development, and testing needed for COVID-19 response.
- Healthcare providers and Caregivers including physicians, dentists, psychologists, mid-level practitioners, nurses and assistants, infection control and quality assurance personnel, pharmacists, physical and occupational therapists and assistants, social workers, optometrists, speech pathologists, chiropractors, and diagnostic and therapeutic technicians and technologists.
- Hospital and laboratory personnel (including accounting, administrative, admitting and discharge, engineering, epidemiological, source plasma and blood donation, food service, housekeeping, medical records, information technology and operational technology, nutritionists, sanitarians, respiratory therapists, etc.).
- Workers in other medical and biomedical facilities (including Ambulatory Health and Surgical, Blood Banks, Clinics, Community Mental Health, Comprehensive Outpatient rehabilitation, End Stage Renal Disease, Health Departments, Home Health care, Hospices, Hospitals, Long Term Care, Nursing Care Facilities, Organ Pharmacies, Procurement Organizations, Psychiatric Residential, Rural Health Clinics and Federally Qualified Health Centers, and retail facilities specializing in medical good and supplies).
- Manufacturer workers for health manufacturing (including biotechnology companies), materials and parts suppliers, logistics and warehouse operators, distributors of medical equipment (including those who test and repair), personal protective equipment (PPE), isolation barriers, medical gases, pharmaceuticals (including materials used in radioactive drugs), dietary supplements, blood and blood products, vaccines, testing materials, laboratory supplies, cleaning, sanitizing, disinfecting or sterilization supplies, and tissue and paper towel products.
- Public health / community health workers, including those who compile, model, analyze and communicate public health information.
- Blood and plasma donors and the employees of the organizations that operate and manage related activities.
- Workers who manage health plans, billing, and health information, who cannot practically work remotely.
- Workers who conduct community-based public health functions, conducting epidemiologic surveillance, compiling, analyzing and communicating public health information, who cannot practically work remotely.
- Workers performing information technology and cybersecurity functions at healthcare and public health facilities, who cannot practically work remotely.
- Workers performing security, incident management, and emergency operations functions at or on behalf of healthcare entities including healthcare coalitions, who cannot practically work remotely.
- Pharmacy employees necessary to maintain uninterrupted prescription filling.
- Workers performing mortuary funeral, cremation, burial, cemetery, and related services, including funeral homes, crematoriums, cemetery workers, and coffin makers.
- Workers who coordinate with other organizations to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death; and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.

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LAW ENFORCEMENT, PUBLIC SAFETY, AND OTHER FIRST RESPONDERS

- Public, private, and voluntary personnel (front line and management) in emergency management, law enforcement, fire and rescue services, emergency medical services, and private security, to include public and private hazardous material responders, air medical service providers (pilots and supporting technicians), corrections, and search and rescue personnel.
- 911 call center employees and Public Safety Answering Points who can't perform their duties remotely.
- Fusion Center employees.
- Workers – including contracted vendors – who maintain, manufacture, or supply equipment and services supporting law enforcement emergency service and response operations (to include electronic security and life safety security personnel).
- Workers supporting the manufacturing of safety equipment and uniforms for law enforcement, public safety personnel, and first responder.
- Workers supporting the operation of firearm or ammunition product manufacturers, retailers, importers, distributors, and shooting ranges.
- Public agency workers responding to abuse and neglect of children, elders, and dependent adults.
- Workers who support weather disaster / natural hazard mitigation and prevention activities.
- Security staff to maintain building access control and physical security measures.

FOOD AND AGRICULTURE

- Workers supporting groceries, pharmacies, convenience stores, and other retail (including unattended and vending) that sells human food, animal/pet food and pet supply, and beverage products, including retail customer support service and information technology support staff necessary for online orders, pickup and delivery.
- Restaurant carry-out and quick serve food operations, including dark kitchen and food prep centers, and carry-out and delivery food employees.
- Food manufacturer employees and their supplier employees—to include those employed in food ingredient production and processing facilities; livestock, poultry, seafood slaughter facilities; pet and animal feed processing facilities; human food facilities producing by-products for animal food; beverage production facilities; and the production of food packaging.
- Farmers, farm workers, and agribusiness support services to include those employed in auction and sales: grain and oilseed handling, processing and distribution; animal food, feed, and ingredient production, packaging, and distribution; manufacturing, packaging, and distribution of veterinary drugs; truck delivery and transport; farm and fishery labor needed to produce our food supply domestically and for export.
- Farmers, farm workers, support service workers, and their supplier employees to include those engaged in producing and harvesting field crops; commodity inspection; fuel ethanol facilities; biodiesel and renewable diesel facilities; storage facilities; and other agricultural inputs.
- Employees and firms supporting the distribution of food, feed, and beverage and ingredients used in these products, including warehouse workers, vendor-managed inventory controllers and blockchain managers.
- Workers supporting the sanitation and pest control of all food manufacturing processes and operations from wholesale to retail.
- Employees in cafeterias used to feed employees, particularly employee populations sheltered against COVID-19.
- Workers in animal diagnostic and food testing laboratories in private industries and in institutions of higher education.

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- Government, private, and non-governmental organizations' workers essential for food assistance programs (including school lunch programs) and government payments.
- Employees of companies engaged in the production, storage, transport, and distribution of chemicals, medicines, vaccines, and other substances used by the food and agriculture industry, including seeds, pesticides, herbicides, fertilizers, minerals, enrichments, and other agricultural production aids.
- Animal agriculture workers to include those employed in veterinary health (including those involved in supporting emergency veterinary or livestock services); raising of animals for food; animal production operations; livestock markets; slaughter and packing plants, manufacturers, renderers, and associated regulatory and government workforce.
- Transportation supporting animal agricultural industries, including movement of animal medical and reproductive supplies and materials, animal vaccines, animal drugs, feed ingredients, feed, and bedding, live animals, animal by-products, and deceased animals for disposal.
- Workers who support sawmills and the manufacture and distribution of fiber and forest products, including, but not limited to timber, paper, and other wood and fiber products.
- Employees engaged in the manufacture and maintenance of equipment and other infrastructure necessary for agricultural production and distribution.

ENERGY

- Workers supporting the energy sector, regardless of the energy source (including but not limited to nuclear, fossil, hydroelectric, or renewable), segment of the system, or infrastructure the worker is involved in, or who are needed to monitor, operate, engineer, and maintain the reliability, safety, environmental health, and physical and cyber security of the energy system.
- Energy/commodity trading/scheduling/marketing functions, who can't perform their duties remotely.
- IT and OT technology for essential energy sector operations including support workers, customer service operations; energy management systems, control systems, and Supervisory Control and Data Acquisition SCADA systems, and energy sector entity data centers; cybersecurity engineers; and cybersecurity risk management.
- Workers supporting the energy sector through renewable energy infrastructure (including, but not limited to wind, solar, biomass, hydrogen, ocean, geothermal, and/or hydroelectric), including those supporting construction, manufacturing, transportation, permitting, operation/maintenance, monitoring, and logistics.
- Workers and security staff involved in nuclear re-fueling operations.
- Providing services related to energy sector fuels (including, but not limited, petroleum (crude oil), natural gas, propane, natural gas liquids, other liquid fuels, nuclear, and coal), supporting the mining, processing, manufacturing, construction, logistics, transportation, permitting, operation/maintenance, security, waste disposal and storage, and monitoring of support for resources.
- Environmental remediation/monitoring, limited to immediate critical needs technicians.
- Manufacturing and distribution of equipment, supplies, and parts necessary to maintain production, maintenance, restoration, and service at energy sector facilities (across all energy sector segments).

Electricity industry:

- Workers who maintain, ensure, or restore, or are involved in the development, transportation, fuel procurement, expansion, or operation of the generation, transmission, and distribution of electric power, including call centers, utility workers, engineers, retail electricity, constraint maintenance, and fleet maintenance technicians who cannot perform their duties remotely.
- Workers at coal mines, production facilities, and those involved in manufacturing, transportation, permitting, operation/maintenance and monitoring at coal sites which is critical to ensuring the reliability of the electrical system.

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- Workers who produce, process, ship and handle coal used for power generation and manufacturing.
- Workers needed for safe and secure operations at nuclear generation to include but not limited to, the broader nuclear supply chain, parts to maintain nuclear equipment, fuel manufacturers and fuel components used in the manufacturing of fuel.
- Workers at renewable energy infrastructure (including, but not limited to wind, solar, biomass, hydrogen, geothermal, and/or hydroelectric), including those supporting construction, manufacturing, transportation, permitting, operation/maintenance, monitoring, and logistics.
- Workers at generation, transmission, and electric black start facilities.
- Workers at Reliability Coordinator, Balancing Authorities, and primary and backup Control Centers, including but not limited to independent system operators, regional transmission organizations, and local distribution control centers.
- Mutual assistance personnel which may include workers from outside of the state or local jurisdiction.
- Vegetation management and traffic control for supporting those crews.
- Environmental remediation/monitoring workers limited to immediate critical need technicians.
- Instrumentation, protection, and control technicians.
- Essential support personnel for electricity operations.
- Generator set support workers such as diesel engineers used in power generation including those providing fuel.

Petroleum industry:

- Workers for onshore and offshore petroleum drilling operations; platform and drilling construction and maintenance; transportation (including helicopter operations), maritime transportation, supply, and dredging operations; maritime navigation; well stimulation, intervention, monitoring, automation and control, extraction, production; processing; waste disposal, and maintenance, construction, and operations.
- Workers for crude oil, petroleum and petroleum product storage and transportation, including pipeline, marine transport, terminals, rail transport, storage facilities and racks and road transport for use as end-use fuels such as gasoline, diesel fuel, jet fuel, and heating fuels or feedstocks for chemical manufacturing.
- Petroleum and petroleum product security operations center employees and workers who support maintenance and emergency response services.
- Petroleum and petroleum product operations control rooms/centers and refinery facilities.
- Retail fuel centers such as gas stations and truck stops, and the distribution systems that support them.
- Supporting new and existing construction projects, including, but not limited to, pipeline construction.

Natural Gas, Natural Gas Liquids (NGL), Propane, and other liquid fuels

- Workers who support onshore and offshore drilling operations, platform and drilling construction and maintenance; transportation (including helicopter operations); maritime transportation, supply, and dredging operations; maritime navigation; natural gas and natural gas liquid production, processing, extraction, storage and transportation; well intervention, monitoring, automation and control; waste disposal, and maintenance, construction, and operations.
- Transmission and distribution pipeline workers, including compressor stations and any other required, operations maintenance, construction, and support for natural gas, natural gas liquid, propane, and other liquid fuels.
- Natural gas, propane, natural gas liquids, and other liquid fuel processing plants, including construction, maintenance, and support operations.
- Natural gas processing plants workers, and those that deal with natural gas liquids.
- Workers who staff natural gas, propane, natural gas liquids, and other liquid fuel security operations centers, operations dispatch and control rooms/centers, and emergency response and customer emergencies (including leak calls) operations.
- Drilling, production, processing, refining, and transporting natural gas for use as end-use fuels, feedstocks for

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- chemical manufacturing, or use in electricity generation.
- Dispatch and control rooms and emergency response and customer emergencies, including propane leak calls.
- Propane gas service maintenance and restoration, including call centers.
- Propane, natural gas liquids, and other liquid fuel distribution centers.
- Propane gas storage, transmission, and distribution centers.
- Supporting new and existing construction projects, including, but not limited to, pipeline construction.
- Ethanol and biofuel production, refining, and distribution.
- Workers in fuel sectors (including, but not limited to nuclear, coal, and gas types and liquid fuels) supporting the mining, manufacturing, logistics, transportation, permitting, operation/maintenance, and monitoring of support for resources.

WATER AND WASTEWATER

Employees needed to operate and maintain drinking water and wastewater/drainage infrastructure, including:

- Operational staff at water authorities.
- Operational staff at community water systems.
- Operational staff at wastewater treatment facilities.
- Workers repairing water and wastewater conveyances and performing required sampling or monitoring, including field staff.
- Operational staff for water distribution and testing.
- Operational staff at wastewater collection facilities.
- Operational staff and technical support for SCADA Control systems.
- Chemical and equipment suppliers to water and wastewater systems and personnel protection.
- Workers who maintain digital systems infrastructure supporting water and wastewater operations.

TRANSPORTATION AND LOGISTICS

- Employees supporting or enabling transportation functions, including truck drivers, bus drivers, dispatchers, maintenance and repair technicians, warehouse workers, truck stop and rest area workers, Department of Motor Vehicle (DMV) employees, towing/recovery services, roadside assistance workers, intermodal transportation personnel, and workers who maintain and inspect infrastructure (including those that require cross-jurisdiction travel).
- Workers supporting the distribution of food, pharmaceuticals (including materials used in radioactive drugs) and other medical materials, fuels, chemicals needed for water or water treatment and energy Maintenance and operation of essential highway infrastructure, including roads, bridges, and tunnels (e.g., traffic operations centers and moveable bridge operators).
- Employees of firms providing services, supplies, and equipment that enable warehouse and operations, including cooling, storing, packaging, and distributing products for wholesale or retail sale or use. Includes cold- and frozen-chain logistics for food and critical biologic products.
- Mass transit workers and providing critical transit services and/or performing critical or routine maintenance to mass transit infrastructure or equipment.
- Employees supporting personal and commercial transportation services – including taxis, delivery services, vehicle rental services, bicycle maintenance and car-sharing services, and transportation network providers.
- Workers responsible for operating and dispatching passenger, commuter and freight trains and maintaining rail infrastructure and equipment.
- Maritime transportation workers, including dredgers, port workers, mariners, ship crewmembers, ship pilots and tug boat operators, equipment operators (to include maintenance and repair, and maritime-specific medical

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- providers), ship supply, chandler, and repair companies.
- Workers including truck drivers, railroad employees and contractors, maintenance crew, and cleaners supporting transportation of chemicals, hazardous, medical, and waste materials to support critical infrastructure, capabilities, functions, and services, including specialized carriers, crane and rigging industry workers.
 - Bus drivers and workers who provide or support intercity, commuter and charter bus service in support of other essential services or functions.
 - Automotive repair, maintenance, and transportation equipment manufacturing and distribution facilities (including those who repair and maintain electric vehicle charging stations).
 - Transportation safety inspectors, including hazardous material inspectors and accident investigator inspectors.
 - Manufacturers and distributors (to include service centers and related operations) of packaging materials, pallets, crates, containers, and other supplies needed to support manufacturing, packaging staging and distribution operations.
 - Postal, parcel, courier, last-mile delivery, and shipping and related workers, to include private companies.
 - Employees who repair and maintain vehicles, aircraft, rail equipment, marine vessels, bicycles, and the equipment and infrastructure that enables operations that encompass movement of cargo and passengers.
 - Air transportation employees, including air traffic controllers and maintenance personnel, ramp workers, aviation and aerospace safety, security, and operations personnel and accident investigations.
 - Workers who support the operation, distribution, maintenance, and sanitation, of air transportation for cargo and passengers, including flight crews, maintenance, airport operations, those responsible for cleaning and disinfection, and other on- and off- airport facilities workers.
 - Workers supporting transportation via inland waterways such as barge crew, dredging, river port workers for essential goods.
 - Workers critical to rental and leasing of vehicles and equipment that facilitate continuity of operations for essential workforces and other essential travel.
 - Warehouse operators, including vendors and support personnel critical for business continuity (including HVAC & electrical engineers; security personnel; and janitorial staff) and customer service for essential functions.

PUBLIC WORKS AND INFRASTRUCTURE SUPPORT SERVICES

- Workers who support the operation, inspection, and maintenance of essential public works facilities and operations, including bridges, water and sewer main breaks, fleet maintenance personnel, construction of critical or strategic infrastructure, traffic signal maintenance, emergency location services for buried utilities, maintenance of digital systems infrastructure supporting public works operations, and other emergent issues.
- Workers such as plumbers, electricians, exterminators, builders, contractors, HVAC Technicians, landscapers, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and essential operation of residences, businesses and buildings such as hospitals, senior living facilities, any temporary construction required to support COVID-19 response.
- Workers who support, such as road and line clearing, to ensure the availability of and access to needed facilities, transportation, energy and communications.
- Support to ensure the effective removal, storage, and disposal of residential and commercial solid waste and hazardous waste, including landfill operations.
- Workers who support the operation, inspection, and maintenance of essential dams, locks and levees.
- Workers who support the inspection and maintenance of aids to navigation, and other government provided services that ensure continued maritime commerce.

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COMMUNICATIONS AND INFORMATION TECHNOLOGY

Communications:

- Maintenance of communications infrastructure- including privately owned and maintained communication systems- supported by technicians, operators, call -centers, wireline and wireless providers, cable service providers, satellite operations, Internet Exchange Points, Points of Presence, Network Access Points, back haul and front haul facilities, and manufacturers and distributors of communications equipment.
- Government and private sector employees (including government contractors) with work related to undersea cable infrastructure and support facilities, including cable landing sites, beach manhole vaults and covers, submarine cable depots and submarine cable ship facilities.
- Government and private sector employees (including government contractors) supporting Department of Defense internet and communications facilities.
- Workers who support radio, television, and media service, including, but not limited to front-line news reporters, studio, and technicians for newsgathering, and reporting, and publishing news.
- Network Operations staff, engineers and/or technicians to include IT managers and staff, HVAC & electrical engineers, security personnel, software and hardware engineers, and database administrators that manage the network or operate facilities.
- Engineers, technicians and associated personnel responsible for infrastructure construction and restoration, including contractors for construction and engineering of fiber optic cables, buried conduit, small cells, other wireless facilities, and other communications sector-related infrastructure. This includes construction of new facilities and deployment of new technology as these are required to address congestion or customer usage due to unprecedented use of remote services.
- Installation, maintenance and repair technicians that establish, support or repair service as needed.
- Central office personnel to maintain and operate central office, data centers, and other network office facilities, critical support personnel assisting front line employees.
- Customer service and support staff, including managed and professional services as well as remote providers of support to transitioning employees to set up and maintain home offices, who interface with customers to manage or support service environments and security issues, including payroll, billing, fraud, logistics, and troubleshooting.
- Workers providing electronic security, fire, monitoring and life safety services, and to ensure physical security, cleanliness and safety of facilities and personnel, including temporary licensing waivers for security personnel to work in other States of Municipalities.
- Dispatchers involved with service repair and restoration.
- Retail customer service personnel at critical service center locations for onboarding customers, distributing and repairing equipment and addressing customer issues in order to support individuals' remote emergency communications needs, supply chain and logistics personnel to ensure goods and products are on-boarded to provision these front-line employees.
- External Affairs personnel to assist in coordinating with local, state and federal officials to address communications needs supporting COVID-19 response, public safety, and national security.

Information Technology:

- Workers who support command centers, including, but not limited to Network Operations Command Centers, Broadcast Operations Control Centers and Security Operations Command Centers.
- Data center operators, including system administrators, HVAC & electrical engineers, security personnel, IT managers and purchasers, data transfer solutions engineers, software and hardware engineers, and database administrators, for all industries (including financial services).

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- Workers who support client service centers, field engineers, and other technicians and workers supporting critical infrastructure, as well as manufacturers and supply chain vendors that provide hardware and software, support services, research and development, and information technology equipment (to include microelectronics and semiconductors), and HVAC and electrical equipment for critical infrastructure, and test labs and certification agencies that qualify such equipment (to include microelectronics, optoelectronics, and semiconductors) for critical infrastructure, including data centers.
- Workers needed to preempt and respond to cyber incidents involving critical infrastructure, including medical facilities, SLTT governments and federal facilities, energy and utilities, and banks and financial institutions, securities/other exchanges, other entities that support the functioning of capital markets, public works, critical manufacturing, food & agricultural production, transportation, and other critical infrastructure categories and personnel, in addition to all cyber defense workers (who can't perform their duties remotely).
- Suppliers, designers, transporters and other workers supporting the manufacture, distribution and provision and construction of essential global, national and local infrastructure for computing services (including cloud computing services and telework capabilities), business infrastructure, financial transactions/services, web-based services, and critical manufacturing.
- Workers supporting communications systems and information technology- and work from home solutions- used by law enforcement, public safety, medical, energy, public works, critical manufacturing, food & agricultural production, financial services, education, and other critical industries and businesses.
- Employees required in person to support Software as a Service businesses that enable remote working, performance of business operations, distance learning, media services, and digital health offerings, or required for technical support crucial for business continuity and connectivity.

OTHER COMMUNITY- OR GOVERNMENT-BASED OPERATIONS AND ESSENTIAL FUNCTIONS

- Workers to ensure continuity of building functions, including but not limited to security and environmental controls (e.g., HVAC), the manufacturing and distribution of the products required for these functions, and the permits and inspections for construction supporting essential infrastructure.
- Elections personnel to include both public and private sector elections support.
- Workers supporting the operations of the judicial system.
- Federal, State, and Local, Tribal, and Territorial employees who support Mission Essential Functions and communications networks.
- Trade Officials (FTA negotiators; international data flow administrators).
- Employees necessary to maintain news and media operations across various media.
- Employees supporting Census 2020.
- Weather forecasters.
- Clergy for essential support.
- Workers who maintain digital systems infrastructure supporting other critical government operations.
- Workers who support necessary credentialing, vetting and licensing operations for critical infrastructure workers.
- Customs and immigration workers who are critical to facilitating trade in support of the national emergency response supply chain.
- Educators supporting public and private K-12 schools, colleges, and universities for purposes of facilitating distance learning or performing other essential functions.
- Staff at government offices who perform title search, notary, and recording services in support of mortgage and real estate services and transactions.

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- Residential and commercial real estate services, including settlement services.
- Workers supporting essential maintenance, manufacturing, design, operation, inspection, security, and construction for essential products, services, and supply chain and COVID 19 relief efforts.

CRITICAL MANUFACTURING

- Workers necessary for the manufacturing of metals (including steel and aluminum), industrial minerals, semiconductors, materials and products needed for medical supply chains, and for supply chains associated with transportation, energy, communications, information technology, food and agriculture, chemical manufacturing, nuclear facilities, wood products, commodities used as fuel for power generation facilities, the operation of dams, water and wastewater treatment, processing and reprocessing of solid waste, emergency services, and the defense industrial base. Additionally, workers needed to maintain the continuity of these manufacturing functions and associated supply chains, and workers necessary to maintain a manufacturing operation in warm standby.
- Workers necessary for the manufacturing of materials and products needed to manufacture medical equipment and personal protective equipment (PPE).
- Workers necessary for mining and production of critical minerals, materials and associated essential supply chains, and workers engaged in the manufacture and maintenance of equipment and other infrastructure necessary for mining production and distribution.
- Workers who produce or manufacture parts or equipment that supports continued operations for any essential services and increase in remote workforce (including computing and communication devices, semiconductors, and equipment such as security tools for Security Operations Centers (SOCs) or data centers).

HAZARDOUS MATERIALS

- Workers who manage hazardous materials associated with any other essential activity, including but not limited to healthcare waste (medical, pharmaceuticals, medical material production), testing operations (laboratories processing test kits), and energy (nuclear facilities) Workers at nuclear facilities, workers managing medical waste, workers managing waste from pharmaceuticals and medical material production, and workers at laboratories processing tests Workers who support hazardous materials response and cleanup.
- Workers who maintain digital systems infrastructure supporting hazardous materials management operations.

FINANCIAL SERVICES

- Workers who are needed to provide, process and maintain systems for processing, verification, and recording of financial transactions and services, including payment, clearing, and settlement; wholesale funding; insurance services; consumer and commercial lending; and capital markets activities).
- Workers who are needed to maintain orderly market operations to ensure the continuity of financial transactions and services.
- Workers who are needed to provide business, commercial, and consumer access to bank and non-bank financial services and lending services, including ATMs, lending and money transmission, and to move currency, checks, securities, and payments (e.g., armored cash carriers).
- Workers who support financial operations and those staffing call centers, such as those staffing data and security operations centers, managing physical security, or providing accounting services.
- Workers supporting production and distribution of debit and credit cards.
- Workers providing electronic point of sale support personnel for essential businesses and workers.

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CHEMICAL

- Workers supporting the chemical and industrial gas supply chains, including workers at chemical manufacturing plants, workers in laboratories, workers at distribution facilities, workers who transport basic raw chemical materials to the producers of industrial and consumer goods, including hand sanitizers, food and food additives, pharmaceuticals, paintings and coatings, textiles, building materials, plumbing, electrical, and paper products.
- Workers supporting the safe transportation of chemicals, including those supporting tank truck cleaning facilities and workers who manufacture packaging items.
- Workers supporting the production of protective cleaning and medical solutions, personal protective equipment, disinfectants, fragrances, and packaging that prevents the contamination of food, water, medicine, among others essential.
- Workers supporting the operation and maintenance of facilities (particularly those with high risk chemicals and/or sites that cannot be shut down) whose work cannot be done remotely and requires the presence of highly trained personnel to ensure safe operations, including plant contract workers who provide inspections.
- Workers who support the production and transportation of chlorine and alkali manufacturing, single-use plastics, and packaging that prevents the contamination or supports the continued manufacture of food, water, medicine, and other essential products, including glass container manufacturing.

DEFENSE INDUSTRIAL BASE

- Workers who support the essential services required to meet national security commitments to the federal government and U.S. Military. These individuals include, but are not limited to, space and aerospace; mechanical and software engineers (various disciplines), manufacturing/production workers; IT support; security staff; security personnel; intelligence support, aircraft and weapon system mechanics and maintainers; and sanitary workers who maintain the hygienic viability of necessary facilities.
- Personnel working for companies, and their subcontractors, who perform under contract or sub-contract to the Department of Defense, as well as personnel at government-owned/contractor-operated and government-owned/government-operated facilities, and who provide materials and services to the Department of Defense, including support for weapon systems, software systems and cybersecurity, defense and intelligence communications and surveillance, space systems and other activities in support of our military, intelligence and space forces.

COMMERCIAL FACILITIES

- Workers who support the supply chain of building materials from production through application/installation, including cabinetry, fixtures, doors, cement, hardware, plumbing, electrical, heating/cooling, refrigeration, appliances, paint/coatings, and employees who provide services that enable repair materials and equipment for essential functions.
- Workers supporting ecommerce through distribution, warehouse, call center facilities, and other essential operational support functions.
- Workers in hardware and building materials stores, consumer electronics, technology and appliances retail, and related merchant wholesalers and distributors - with reduced staff to ensure continued operations.
- Workers distributing, servicing, repairing, installing residential and commercial HVAC systems, boilers, furnaces and other heating, cooling, refrigeration, and ventilation equipment.

RESIDENTIAL/SHELTER FACILITIES AND SERVICES

- Workers in dependent care services, in support of workers in other essential products and services.

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- Workers who support food, shelter, and social services, and other necessities of life for needy groups and individuals, including in-need populations and COVID-19 responders (including travelling medical staff).
- Workers in animal shelters.
- Workers responsible for the leasing of residential properties to provide individuals and families with ready access to available housing.
- Workers responsible for handling property management, maintenance, and related service calls who can coordinate the response to emergency “at-home” situations requiring immediate attention, as well as facilitate the reception of deliveries, mail, and other necessary services.
- Workers performing housing construction related activities to ensure additional units can be made available to combat the nation’s existing housing supply shortage.
- Workers performing services in support of the elderly and disabled populations who coordinate a variety of services, including health care appointments and activities of daily living.
- Workers supporting the construction of housing, including those supporting government functions related to the building and development process, such as inspections, permitting and plan review services that can be modified to protect the public health, but fundamentally should continue and serve the construction of housing (e.g., allow qualified private third-party inspections in case of government shutdown).

HYGIENE PRODUCTS AND SERVICES

- Workers who produce hygiene products.
- Workers in laundromats, laundry services, and dry cleaners.
- Workers providing personal and household goods repair and maintenance.
- Workers providing disinfection services, for all essential facilities and modes of transportation, and supporting the sanitation of all food manufacturing processes and operations from wholesale to retail.
- Workers necessary for the installation, maintenance, distribution, and manufacturing of water and space heating equipment and its components.
- Support required for continuity of services, including commercial disinfectant services, janitorial/cleaning personnel, and support personnel functions that need freedom of movement to access facilities in support of front-line employees.

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Governor Newsom Outlines Six Critical Indicators the State will Consider Before Modifying the Stay-at-Home Order and Other COVID-19 Interventions

[oesnews.com/governor-newsom-outlines-six-critical-indicators-the-state-will-consider-before-modifying-the-stay-at-home-order-and-other-covid-19-interventions/](https://www.sacramentoactionnews.com/governor-newsom-outlines-six-critical-indicators-the-state-will-consider-before-modifying-the-stay-at-home-order-and-other-covid-19-interventions/)

Monica Vargas

April 14,
2020



[VIEW HERE](#): Governor unveils six key indicators that will be considered before modifying state's stay-at-home order

SACRAMENTO – Governor Gavin Newsom today unveiled six key indicators that will guide California's thinking for when and how to modify the stay-at-home and other orders during the COVID-19 pandemic.

The Governor noted that the progress in flattening the curve, increased preparedness of our health care delivery system and the effects of other COVID-19 interventions have yielded positive results. However, these actions have also impacted the economy, poverty and overall health care in California. Any consideration of modifying the stay-at-home order must be done using a gradual, science-based and data-driven framework.

"While Californians have stepped up in a big way to flatten the curve and buy us time to

prepare to fight the virus, at some point in the future we will need to modify our stay-at-home order," said Governor Newsom. "As we contemplate reopening parts of our state, we must be guided by science and data, and we must understand that things will look different than before."

Until we build immunity, our actions will be aligned to achieve the following:

- Ensure our ability to care for the sick within our hospitals;
- Prevent infection in people who are at high risk for severe disease;
- Build the capacity to protect the health and well-being of the public; and
- Reduce social, emotional and economic disruptions

California's six indicators for modifying the stay-at-home order are:

- The ability to monitor and protect our communities through testing, contact tracing, isolating, and supporting those who are positive or exposed;
- The ability to prevent infection in people who are at risk for more severe COVID-19;
- The ability of the hospital and health systems to handle surges;
- The ability to develop therapeutics to meet the demand;
- The ability for businesses, schools, and child care facilities to support physical distancing; and
- The ability to determine when to reinstitute certain measures, such as the stay-at-home orders, if necessary.

The Governor said there is not a precise timeline for modifying the stay-at-home order, but that these six indicators will serve as the framework for making that decision.

He also noted that things will look different as California makes modifications. For example, restaurants will have fewer tables and classrooms will be reconfigured.

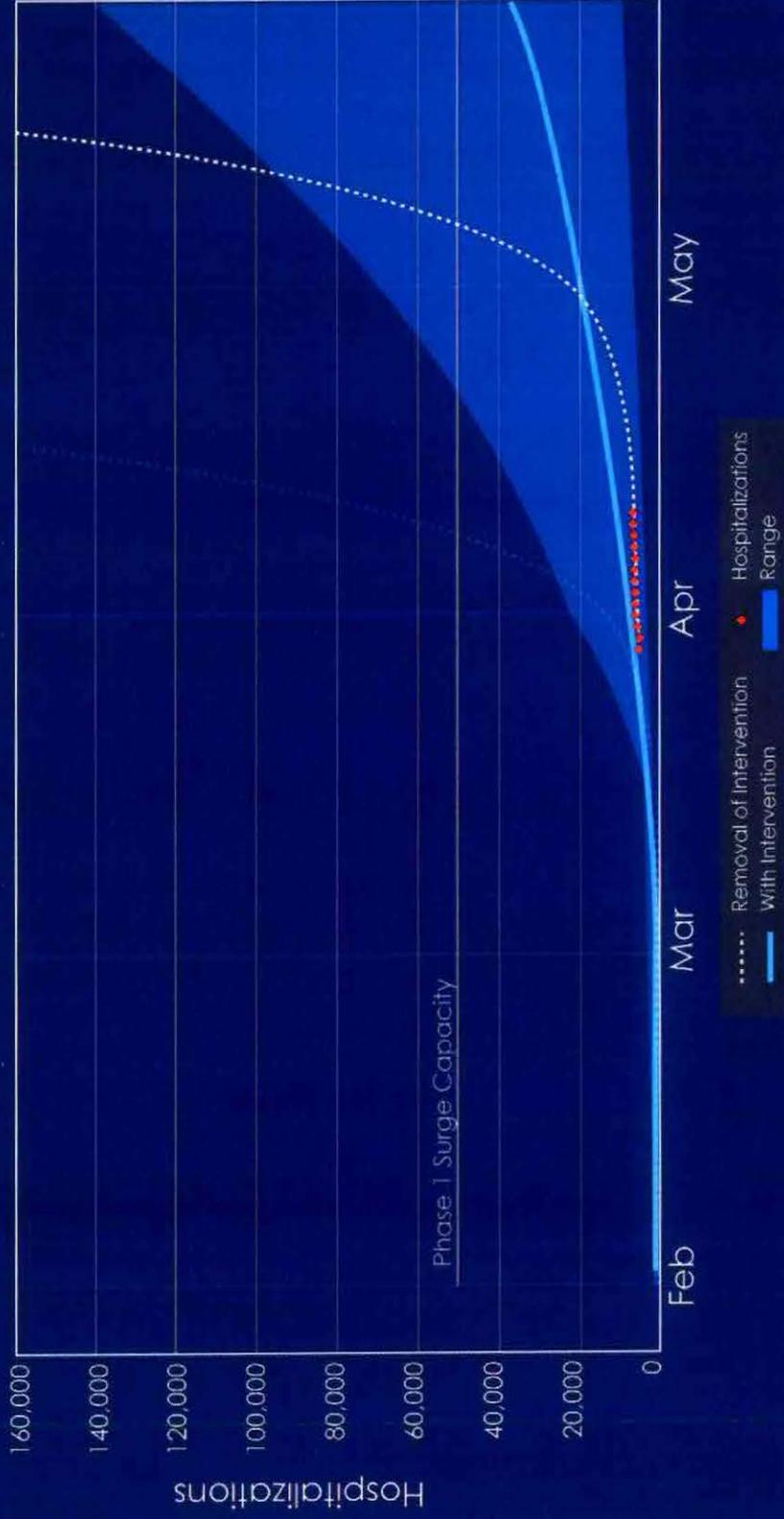
For more information on California's response, visit covid19.ca.gov.

###



California's Roadmap to Modify the Stay-at-Home Order

Efforts to flatten the curve



Until we build immunity, our actions will be aligned to achieve the following



Ensure our ability to care for the sick within our hospitals



Prevent infection in people who are at high risk for severe disease



Build the capacity to protect the health and well-being of the public



Reduce social, emotional and economic disruptions

Current efforts are hard to sustain



Impact on economy



Impact on poverty



Impact on healthcare

**California's 6 indicators
for modifying the
Stay-at-Home Order**

1

The ability to monitor and protect our communities through testing, contact tracing, isolating, and supporting those who are positive or exposed

Key Questions

- How prepared is our state to test everyone who is symptomatic?
- Do we have the ability to identify contacts of those who are positive to reduce further transmission?

2

The ability to prevent infection in people who are at risk for more severe COVID-19

Key Questions

- ❑ Are older Californians and the medically vulnerable living in their own homes supported so they can continue appropriate physical distancing?
- ❑ Have we developed a plan to quickly identify and contain outbreaks in facilities housing older Californians, those living with disabilities, those currently incarcerated, and those with co-morbidities?

3

The ability of the hospital and health systems to handle surges

Key Questions:

- Do we have adequate bed capacity, staff and supplies such as ventilators and masks?
- Can our healthcare system adequately address COVID-19 and other critical healthcare needs?

4

The ability to develop therapeutics to meet the demand

Key Questions:

- Have we built a coalition of private, public, and academic partners to accelerate the development of therapeutics?
- Have we identified potential therapeutics that have shown promise?

5

The ability for businesses, schools, and child care facilities to support physical distancing

Key Questions

- Have we worked with businesses to support physical distancing practices and introduced guidelines to provide health checks when employees or the general public enter the premises?
- Do we have supplies and equipment to keep the workforce and customers safe?

6

The ability to determine when to reinstitute certain measures, such as the stay-at-home orders, if necessary

Key Questions

- Are we tracking the right data to provide us an early warning system?
- Do we have the ability to quickly communicate the need to reinstate these measures?

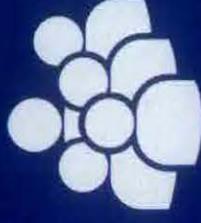
Things will look different...



Restaurants will likely reopen with fewer tables



Face coverings will likely be common in public



New opportunities will likely arise to support mitigation

CALIFORNIA

ALL

Your Actions
Save Lives

covid19.ca.gov

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Articles of Agreement
California Water/Wastewater Agency Response Network
WARN 2007 Omnibus Mutual Assistance Agreement

5 This AGREEMENT is made and entered into by those water and wastewater utilities which have
6 adopted and signed this agreement to provide mutual assistance in times of emergency in
7 accordance with the California Emergency Services Act and the California Disaster and Civil
8 Defense Master Mutual Aid Agreement; and to provide reimbursement for equipment, supplies
9 and personnel made available on an emergency basis.

11 All of said water and wastewater utilities being herein referred to collectively as "the parties."

13 In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree
14 to provide mutual assistance to one another in times of emergency as follows:

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ARTICLE I.
PURPOSE

20 Recognizing that emergencies may require assistance in the form of personnel, equipment, and
21 supplies from outside the area of impact, the signatory utilities hereby establish an Intrastate
22 Program for Mutual Aid and Assistance. Through the Mutual Aid and Assistance Program,
23 Members coordinate response activities and share resources during emergencies. This
24 Agreement sets forth the procedures and standards for the administration of the Intrastate
25 Mutual Aid and Assistance Program and is available to all water and wastewater utilities, public
26 and private, in the State of California.

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ARTICLE II.
DEFINITIONS

- 32 A. **Authorized Official** – An employee or officer of a Member who is authorized to: (1) request
33 assistance; (2) offer assistance; (3) refuse to offer assistance or (4) withdraw assistance
34 under this.
35
- 36 B. **Emergency** – A natural or human caused event or circumstance causing, or imminently
37 threatening to cause impact to the operations of a member utility's system, loss of life, injury
38 to person or property, human suffering or financial loss, and includes, but is not limited to,
39 fire, flood, severe weather, earthquake, civil disturbance, riot, explosion, drought, volcanic
40 activity, spills or releases of oil or hazardous material, contamination, utility or transportation
41 emergencies, disease, blight, infestation, intentional acts, sabotage, declaration of war, or
42 other conditions which is, or is likely to be beyond the control of the services, personnel,
43 equipment, and facilities of a Member and requires mutual assistance.
44
- 45 C. **Member** – Any public or private water or wastewater utility that manifests intent to
46 participate in the Mutual Aid and Assistance Program by executing this, the California
47 Water/Wastewater Agency Response Network (CalWARN) Agreement.
48
- 49 D. **Associate Member** – Any non utility participant, approved by the State Steering Committee,
50 that provides a support role for the WARN program, for example State Department of Public

1 Health, or associations, who are members of the Regional or State Steering Committees
2 and do not officially sign the WARN agreement.

3
4 E. **Confidential Information** - Any document shared with any signatory to this Agreement that
5 is marked confidential, including but not limited to any map, report, notes, papers, opinion,
6 or e-mail which relates to the system vulnerabilities of a Member or Associate Member.

7
8 F. **Non-Responding Member** - A Member that does not provide assistance during a Period of
9 Assistance under the Mutual Aid and Assistance Program.

10
11 G. **Requesting Member** – A Member who requests assistance under the Mutual Aid and
12 Assistance Program.

13
14 H. **Responding Member** – A Member that responds to a request for assistance under the
15 Mutual Aid and Assistance Program.

16
17 I. **Period of Assistance** – A specified period of time when a Responding Member assists a
18 Requesting Member. The period commences when personnel, equipment, or supplies
19 depart from Responding Member's facility and ends when the resources return to their
20 facility (portal to portal). All protections identified in the Agreement apply during this period.
21 The specified Period of Assistance may occur during response to or recovery from an
22 Emergency.

23
24 J. **National Incident Management System (NIMS)** - A national, standardized approach to
25 incident management and response that sets uniform processes and procedures for
26 emergency response operations.

27
28 K. **Standardized Emergency Management System (SEMS)** - A standardized approach to
29 field command and jurisdictional management and response set forth by State of California
30 Code of Regulations for multi-agency or multi-jurisdictional response to an emergency.

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33 **ARTICLE III.**
34 **ADMINISTRATION**

35
36 The administration of the Water/Wastewater Agency Response Network (WARN) will be
37 through WARN Regional Steering Committees (RSC) and the WARN State Steering Committee
38 (SSC).

39
40 The WARN RSCs will be established by representatives from the Members in that region. A
41 chair and co-chair will be elected and act as administrators for that region. The chair will
42 represent the region on the WARN SSC. Each WARN RSC will sponsor an annual meeting for
43 Members, maintain a data base of all water and wastewater utilities who have signed this
44 Agreement, and meet as a committee to address concerns and procedures for requesting
45 mutual assistance in that region. The regions will be comprised of one or more of the six Office
46 of Emergency Services (OES) mutual aid regions.

47
48 The WARN SSC will include the chairs of the regional steering committees, and a
49 representative from the California Department of Public Health (CDPH), California Utilities
50 Emergency Association (CUEA), Department of Water Resources (DWR), the American Water
51 Works Association (AWWA) Emergency Planning Committee, California Rural Water

1 Association (CRWA) and California Sanitation Risk Management Authority (CSRMA). The SSC
2 will identify a Chair for the purpose of leading the SSC and act as a point of contact for the
3 WARN SSC. At a minimum, the WARN SSC will meet annually and issue a list of participating
4 utilities. The database will be maintained on the WARN website, managed by a volunteer
5 Member, as appointed by the SSC.
6
7

8 **ARTICLE IV.**
9 **PROCEDURES**

- 10
11 A. In coordination with the Regional Steering Committees, emergency management and public
12 health system of the state, the State Steering Committee shall develop operational and
13 planning procedures for the Mutual Aid and Assistance Program. These procedures shall
14 be consistent with the Standardized Emergency Management System (SEMS) and the
15 National Incident Management System (NIMS), reviewed at least annually and updated as
16 needed by the State Steering Committee.
17
18 B. Requests for emergency assistance under this Agreement shall be directed to the
19 appropriate Authorized Official(s) from the list of Members.
20
21 C. Consistent with SEMS, when more than one County is impacted by a disaster, requests for
22 mutual assistance under this Agreement may be channeled through the CUEA Utility
23 Operation Center to ensure maximum effectiveness in allocating resources to the highest
24 priority needs.
25
26

27 **ARTICLE V.**
28 **REQUESTS FOR ASSISTANCE**

29
30 In general, assistance will be in the form of resources, such as equipment, supplies, and
31 personnel. Assistance shall be given only when Responding Member determines that its own
32 needs can be met while rendering assistance. The execution of this Agreement shall not create
33 any duty to respond on the part of any party hereto. A potential Responding Member shall not
34 be held liable for failing to provide assistance. A potential Responding Member has the
35 absolute discretion to decline to provide any requested assistance.
36

- 37 A. **Member Responsibility** - Members shall identify an Authorized Official and alternates;
38 provide contact information including 24-hour access; and maintain resource information
39 made available by the utility for mutual aid and assistance response, as allowed by utility
40 policy. Such information shall be updated annually or as changes occur (whichever is
41 sooner), provided to the State Steering Committee, and uploaded into the statewide
42 database.
43
44 B. **Member Request** - In the event of an Emergency, a Member's Authorized Official may
45 request mutual aid and assistance from a participating Member. Requests for assistance
46 can be made orally or in writing. When made orally, the request for personnel, equipment,
47 and supplies shall also be prepared in writing and submitted to the participating Member as
48 soon as practicable. Requests for assistance shall be directed to the Authorized Official of
49 the participating Member. Specific protocols for requesting aid shall be provided in the
50 procedures developed under Article IV.
51

- 1 C. **Response to a Request for Assistance** – Members are not obligated to respond to a
2 request. After a Member receives a request for assistance, the Authorized Official evaluates
3 whether or not to respond, whether resources are available to respond, or if other
4 circumstances would hinder response. Following the evaluation, the Authorized
5 Representative shall inform, as soon as possible, the Requesting Member whether it will
6 respond. If the Member is willing and able to provide assistance, the Member shall inform
7 the Requesting Member about the type of available resources and the approximate arrival
8 time of such assistance.
9
- 10 D. **Discretion of Responding Member's Authorized Official** – Execution of this Agreement
11 does not create any duty to respond to a request for assistance. When a Member receives
12 a request for assistance, the Authorized Official shall have sole and absolute discretion as to
13 whether or not to respond, or the availability of resources to be used in such response. An
14 Authorized Member's decisions on the availability of resources shall be final.
15

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17 **ARTICLE VI.**
18 **RESPONSE COORDINATION**
19

20 When providing assistance under this Agreement, the Requesting Member and Responding
21 Member shall be organized and shall function under the Standard Emergency Management
22 System and National Incident Management System protocols and procedures.
23

- 24 A. **Personnel** – Responding Member retains right to identify the employees who are willing
25 to participate and the resources that are available.
26
- 27 B. **Control** – While employees so provided may be under the supervision of the
28 Responding Member, the Responding Member's employees come under the direction
29 and control of the Requesting Member, consistent with the NIMS Incident Command
30 System to address the needs identified by the Requesting Member. The Requesting
31 Member's Authorized Official shall coordinate response activities with the designated
32 supervisor(s) of the Responding Member(s). Whenever practical, Responding
33 Member personnel must be self sufficient for up to 72 hours. The Responding Member's
34 designated supervisor(s) must keep accurate records of work performed by personnel
35 during the specified Period of Assistance.
36
- 37 C. **Food and Shelter** – When possible, the Requesting Member shall supply reasonable food
38 and shelter for Responding Member personnel. If the Requesting Member is unable to
39 provide food and shelter for Responding Member personnel, the Responding Member's
40 designated supervisor is authorized to secure the resources necessary to meet the needs of
41 its personnel. Except as provided below, the cost for such resources must not exceed the
42 State per diem rates for that area. To the extent Food and Shelter costs exceed the State
43 per diem rates for the area, the Responding Member must demonstrate that the additional
44 costs were reasonable and necessary under the circumstances. Unless otherwise agreed
45 to in writing, the Requesting Member remains responsible for reimbursing the Responding
46 Member for all reasonable and necessary costs associated with providing food and shelter,
47 if such resources are not provided.
48
- 49 D. **Communication** – The Requesting Member shall provide Responding Member personnel
50 with radio equipment as available, or radio frequency information to program existing radio,
51 in order to facilitate communications with local responders and utility personnel.

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2 E. **Status** - Unless otherwise provided by law, the Responding Member's officers and
3 employees retain the same privileges, immunities, rights, duties and benefits as provided in
4 their respective jurisdictions.
5

6 F. **Licenses and Permits** – To the extent permitted by law, Responding Member personnel
7 who hold licenses, certificates, or permits evidencing professional, mechanical, or other
8 skills shall be allowed to carry out activities and tasks relevant and related to their respective
9 credentials during the specified Period of Assistance.
10

11 G. **Right to Withdraw Resources** - The Responding Member's Authorized Official retains the
12 right to withdraw some or all of its resources at any time for any reason in the Responding
13 Member's sole and absolute discretion. Notice of intention to withdraw must be
14 communicated to the Requesting Member's Authorized Official as soon as soon as is
15 practicable under the circumstances.
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18 **ARTICLE VII.**
19 **COST REIMBURSEMENT**
20

21 Unless otherwise mutually agreed in whole or in part by both parties, the Requesting Member
22 shall reimburse the Responding Member for each of the following categories of costs incurred
23 while providing aid and assistance during the specified Period of Assistance.
24

25 A. **Personnel** – Responding Member will make such employees as are willing to
26 participate available to Requesting Member at Requesting Member's expense equal to
27 Responding Member's full cost, i.e., equal to the employee's applicable salary or hourly
28 wage plus fringe benefits and overhead, and consistent with Responding Member's
29 collective bargaining agreements or other conditions of employment. All costs incurred
30 for work performed during the specified Period of Assistance will be included. The
31 Requesting Member shall be responsible for all direct and indirect labor costs.
32

33 B. **Equipment** – Use of equipment, such as construction equipment, vehicles, tools, pumps
34 and generators, shall be at Responding Member's current equipment rate and subject to the
35 following conditions: The Requesting Member shall reimburse the Responding Member for
36 the use of equipment during the specified Period of Assistance, including, but not limited to,
37 reasonable rental rates, all fuel, lubrication, maintenance, transportation, and
38 loading/unloading of loaned equipment. All equipment shall be returned to the Responding
39 Member as soon as is practicable and reasonable under the circumstances.

40 (a) At the option of Responding Member, equipment may be provided with an
41 operator.

42 (b) Equipment shall be returned to Responding Member within 24 hours after receipt
43 of an oral or written request for return.

44 (c) Requesting Member shall, at its own expense, supply all fuel, lubrication and
45 maintenance for furnished equipment.

46 (d) Responding Member's cost related to the transportation, handling and
47 loading/unloading of equipment shall be chargeable to Requesting Member.

48 (e) In the event equipment is damaged while being dispatched to Requesting Member,
49 or while in the custody and use of Requesting Member, Requesting Member shall
50 reimburse Responding Member for the reasonable cost of repairing said damaged
51 equipment. If the equipment cannot be repaired, then Requesting Member shall

1 reimburse Responding Member for the cost of replacing such equipment with
2 equipment that is of at least equal capability as determined by the Responding
3 Member. If Responding Member must lease a piece of equipment while Requesting
4 Member equipment is being repaired or replaced, Requesting Member shall
5 reimburse Responding Member for such lease costs.
6

7 C. **Materials and Supplies** – Requesting Member shall reimburse Responding Member in
8 kind or at actual replacement cost, plus handling charges, for use of expendable or non-
9 returnable supplies. Other supplies and reusable items that are returned to Responding
10 Member in a clean, damage-free condition shall not be charged to the Requesting
11 Member and no rental fee will be charged; otherwise, they shall be treated as
12 expendable supplies. Supplies that are returned to the Responding Member with
13 damage must be treated as expendable supplies for purposes of cost reimbursement.
14

15 D. **Payment Period** – The Responding Member shall provide an itemized bill to the Requesting
16 Member for all expenses incurred by the Responding Member while providing assistance
17 under this Agreement. The Requesting Member shall send the itemized bill not later than
18 (90) ninety days following the end of the Period of Assistance. The Responding Member
19 may request additional periods of time within which to submit the itemized bill, and
20 Requesting Member shall not unreasonably withhold consent to such request. The
21 Requesting Member agrees to reimburse the Responding Member within 60 days from
22 receipt of an invoice for assistance provided under this Agreement. The Requesting
23 Member may request additional periods of time within which to pay the itemized bill, and
24 Responding Member shall not unreasonably withhold consent to such request, provided,
25 however, that all payment shall occur not later than one-year after the date a final itemized
26 bill is submitted to the Requesting Member.
27

28 E. **Records** - Each Responding Member and its duly authorized representatives shall have
29 access to a Requesting Member's books, documents, notes, reports, papers and records
30 which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of
31 a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member
32 and its duly authorized representatives shall have access to a Responding Member's books,
33 documents, notes, reports, papers and records which are directly pertinent to this
34 Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial,
35 maintenance or regulatory audit. Such records shall be maintained for at least three (3)
36 years or longer where required by law and as needed for federal reimbursement practices.
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39 **ARTICLE VIII.**
40 **ARBITRATION**
41

42 If any controversy or claim arises out of, or relates to, the Agreement, including, but not limited
43 to an alleged breach of the Agreement, the disputing Members shall first attempt to resolve the
44 dispute by negotiation, followed by mediation and finally shall be settled by arbitration in
45 accordance with the Rules of the American Arbitration Association. Judgment on the award
46 rendered by the arbitrator(s) may be entered in any court having jurisdiction.
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ARTICLE IX.
REQUESTING MEMBER'S DUTY TO INDEMNIFY

Pursuant to Government Code Section 895.4, and subject to Article X, Requesting Member shall assume the defense of, fully indemnify and hold harmless Responding Member, its Directors, Council Members, Supervisors, officers and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the Requesting Member's work hereunder, including, but not limited to, negligent or wrongful use of equipment, supplies or personnel provided to Requesting Member or faulty workmanship or other negligent acts, errors or omissions by Responding Member, or by personnel provided to Requesting Member from the time assistance is requested and rendered until the assistance is returned to Responding Member's control, portal to portal.

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ARTICLE X.
SIGNATORY INDEMNIFICATION

In the event of a liability, claim, demand, action or proceeding, of whatever kind or nature arising out of the rendering of assistance through this Agreement, the parties involved in rendering or receiving assistance agree to indemnify and hold harmless all Members whose only involvement is the execution and approval of this Agreement, in the transaction or occurrence which is the subject of such claim, action, demand or other proceeding. Such indemnification shall include indemnity for all claims, demands, liability, damages and costs, including reasonable attorneys' fees and other costs of defense, for injury, property damage and workers compensation.

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ARTICLE XI.
WORKER'S COMPENSATION CLAIMS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

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ARTICLE XII.
NOTICE

Each party hereto shall give to the others prompt and timely written notice of any claim made or any suit instituted coming to its knowledge, which in any way, directly or indirectly, contingently or otherwise, affects or might affect them, and each Member shall have the right to participate in the defense of the same, as it considers necessary to protect its own interests.

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ARTICLE XVIII.
SEVERABILITY

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

ARTICLE XIX.
PRIOR AGREEMENTS

To the extent that prior agreements among signatories to this Agreement for mutual assistance are inconsistent with this Agreement, such agreements are hereby superseded. This Agreement supersedes the 1996 Omnibus Mutual Aid Agreement, the WARN 1997 Omnibus Mutual Aid Agreement, and the WARN 2001 Omnibus Mutual Aid and Assistance Agreement.

ARTICLE XX.
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Members and no other person or entity has rights under this Agreement as a third party beneficiary. Assignment of benefits or delegation of duties created by this Agreement to third parties that are not Members is prohibited and without effect.

ARTICLE XXI.
TORT CLAIMS

This Agreement in no way abrogates or waives any immunity or defense available under California law.

ARTICLE XXII.
INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS

To the extent practicable, Members retain the right to participate in mutual aid and assistance activities conducted under the State of California Intrastate WARN Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC) and similar programs.

**California Water/Wastewater Agency Response Network (CalWARN)
2007 Omnibus Mutual Assistance Agreement**

WHEREAS, the California Office of Emergency Services (OES), the Department of Water Resources (DWR), the Department of Public Health (DPH) and the California Utilities Emergency Association (CUEA) have expressed a mutual interest in the establishment of a plan to facilitate and encourage water agency mutual assistance agreements between water agencies; and

WHEREAS, the California Water Agency Response Network (CalWARN) was originally created to provide a forum for the development of mutual assistance agreements between water agencies in the OES Coastal Region of California; and later expanded to all water and wastewater agencies in the State of California, and

WHEREAS, the CALIFORNIA WATER/WASTEWATER AGENCY RESPONSE NETWORK (CalWARN) 2007 OMNIBUS MUTUAL ASSISTANCE AGREEMENT is a continuation of the WARN 1996 OMNIBUS MUTUAL AID and 2001 OMNIBUS MUTUAL AID AGREEMENT and sets forth the mutual covenants and agreements for water and wastewater agencies to provide mutual assistance to one another in times of emergency; and

WHEREAS, State OES regulates the SEMS program, and this agreement is consistent with SEMS, and that it is necessary to have a mutual assistance agreement in place to support requests to FEMA for costs of using assistance during an emergency, and

WHEREAS, the water or wastewater agency hereto has determined that it would be in its best interests to enter into an agreement that implements that plan and sets forth procedures and the responsibilities of the agency whenever emergency personnel, equipment and facility assistance are provided from one agency to the other; and

WHEREAS, no water or wastewater agency should be in a position of unreasonably using its own resources, facilities, or services providing such mutual assistance; and

WHEREAS, it is the intent of WARN to revise this agreement as necessary and to annually publish a list of all water and wastewater agencies participating in this agreement, as posted on www.calwarn.org; and

WHEREAS, such an agreement is in accord with the California Emergency Services Act set forth in Title 2, Division 1, Chapter 7 (Section 8550 et seq.) of the Government Code and specifically with Articles 14 and 17 (Section 8630 et seq.) of the Act.

NOW, THEREFORE, in consideration of the conditions and covenants contained therein, the

Santa Ynez River Water Conservation District, Improvement District No. 1

(Utility)

agrees to become a party to the CalWARN 2007 Omnibus Mutual Assistance Agreement.

Date: March 20, 2020

Name: (printed) Paeter E. Garcia

(signature)

Title: General Manager



Please return an ORIGINAL signed copy of this page, plus the [information requested on](#)

waterTALENT
Professional Services Agreement

This Professional Services Agreement (“Agreement”) is entered into on the 18th day of March, 2020, (the “Effective Date”), by and between waterTALENT, L.L.C., a California limited liability company (“waterTALENT”), with offices at 10877 Wilshire Blvd, Suite 1650, Los Angeles, CA 90024 and the Santa Ynez River Water Conservation District, Improvement District No. 1, a special district public agency, organized and operating pursuant to California Water Code section 74000 et seq. (“Client”), with offices at 3622 Sagunto Street, Santa Ynez, California, 93460.

RECITALS

WHEREAS, waterTALENT is in the business of providing specialty technical staffing services to accommodate utilities and industries with temporary and temporary-to-hire operators who are experienced in waste water treatment, water treatment, and water distribution.

WHEREAS, Client desires to retain waterTALENT to utilize the specialty technical staffing services provided by waterTALENT and Temporary Employees, as defined below.

NOW, THEREFORE, in consideration of the parties’ mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICES

- 1.1. waterTALENT agrees to provide Client with specialty technical staffing services as may be assigned from time to time, in writing by the Client. Personnel provided by waterTALENT shall be referenced in this Agreement in the singular as “Temporary Employee” or in the plural as “Temporary Employees.” Each such assignment shall be made in the form of a written Task Order. Each such Task Order shall include, but not be limited to, a description of the nature and scope of services to be performed by waterTALENT Temporary Employee, the services fee schedule, the location of Premises where services will be performed, the name and title of direct supervisor provided by Client responsible for supervising the waterTALENT Temporary Employee, and the expected duration of the services.
- 1.2. Unless otherwise agreed, all services performed by a Temporary Employee shall be performed within Client’s service area, as set forth in a future Task Order. Client will not change the scope of services in the Task Order without prior written approval of waterTALENT. Client will not reassign or relocate a Temporary Employee without prior approval of waterTALENT. Client agrees to assume all liability for any third party claim arising after any reassignment, change in Task Order or relocation of any Temporary Employee without waterTALENT’s prior written approval.

2. COMPENSATION

- 2.1. In consideration for the services to be performed by waterTALENT, Client agrees to pay waterTALENT as provided for in each Task Order. Each Task Order shall specify a Fee Schedule for the hourly rate of waterTALENT services performed by Temporary Employee, which is set forth on an exhibit to be attached to each Task Order issued to Client. The hourly rate shall be based upon, but be not limited to, the nature of work to be performed, the risk level of such work, the technical skill level required of Temporary Employee, the level of responsibility of such work, and the duration of the Task Order.

- 2.2. waterTALENT shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in any Task Order unless approved in advance by Client in writing.

3. TERM AND TERMINATION

- 3.1. This Agreement shall commence as of the date set forth above, and shall continue in full force and effect for two (2) years following the Effective Date (the "Initial Term") unless earlier terminated as provided herein.
- 3.2. While neither party expects or intends to terminate this Agreement unreasonably, either party may terminate this Agreement at any time for any reason or no reason, by giving thirty (30) days' notice in writing to the other party.
- 3.3. In the event that this Agreement is terminated prior to conclusion of the Initial Term, all fees, costs and reimbursements owed, due, accrued, or earned as provided in this Agreement remain owed, due, accrued, or earned and shall be paid within thirty (30) days after termination. Further, any and all provisions in the Agreement regarding Proprietary Software, Non-Solicitation, Confidentiality, Work Product and Indemnification shall continue in full force and effect through the period of the Initial Term.
- 3.4. In the event of a declared Federal or State emergency, where the waterTALENT Temporary Employee(s) on assignment with Client is/are determined to possess skills critical to the response to said disaster response, either natural or manmade, waterTALENT reserves the right to remove Temporary Employee(s) from Client site to redeploy to the emergency scenario: provided, however, that in such an event waterTALENT agrees to undertake good faith efforts to provide to Client, as expeditiously as practicable, replacement Temporary Employee(s) of like qualification(s) as described in the applicable Task Order.

4. PREQUALIFICATION OF TEMPORARY EMPLOYEES

- 4.1. waterTALENT shall complete the following verifications for all Temporary Employees: I-9 verification; Confirmation of specified professional certifications; Confirmation of professional references.
- 4.2. waterTALENT may also complete any other screening as it deems necessary to determine the qualifications and suitability of the Temporary Employees. Professional reference checks for Temporary Employees shall be based solely upon application information provided by the Temporary Employees. waterTALENT shall be entitled to rely upon any and all information received from Temporary Employees and their references with respect to such Temporary Employees.
- 4.3. waterTALENT shall arrange for third party verifications which will include a criminal background check from all counties, states, and federal territories where the applicant has lived in the past 7 years. These third party verifications also search all names the applicant has identified to waterTALENT as having been used in the past. waterTALENT will also request and review a driving record in the states where the applicant has indicated a license has been issued for the 7 years prior to application. Each potential Temporary Employee must submit to a full 10-panel drug test which includes Amphetamines, Cocaine, Marijuana, Opiate, Phencyclidine PCP, Barbiturates, Benzodiazepine, Methadone, Propoxyphene, and

Methaqualone. waterTALENT may revise its verification and testing procedures as it determines appropriate, provided the procedures satisfy minimum District requirements.

- 4.4. Except as specifically provided herein or mutually agreed upon between Client and waterTALENT, waterTALENT shall not provide or conduct any other background, reference, or qualification checks or testing.

5. COMPENSATION OF TEMPORARY EMPLOYEES

- 5.1. waterTALENT shall be responsible for the compensation of its Temporary Employees, including payment of wages, applicable federal, state and local taxes, and the payment of any required insurance (FUTA, SDI, Unemployment Insurance). waterTALENT shall be solely responsible for any insurance premium payments for Workers' Compensation, disability, or other insurance, which is imposed upon waterTALENT and required as a consequence of waterTALENT's employment of Temporary Employees under this Agreement. waterTALENT agrees to hold Client harmless from all applicable federal, state, and local taxes relating to income tax withholding, unemployment taxes, FUTA, SDI, and state unemployment insurance imposed upon waterTALENT for wages paid by waterTALENT to Temporary Employees.

6. SUPERVISION OF TEMPORARY EMPLOYEES

- 6.1. Subject to the representation and warrant by waterTALENT as reflected in the Recitals and Section 1.1 above that its Temporary Employees are utility operators specialized and experienced in water treatment and distribution, Client agrees to provide direct supervision and training as needed and as practicable to Temporary Employees at all such times that the Temporary Employees are at Client's business Premises. Client further agrees that Temporary Employees shall not be permitted, without express advance written approval by an officer of waterTALENT, while on Client's business Premises or providing services to Client, to (a) engage in travel or otherwise operate a motor vehicle or any motorized equipment on behalf of Client, (b) handle cash or negotiable instruments, (c) be permitted unsupervised or uncontrolled access to confidential or proprietary information, (d) be permitted unsupervised access to or control of the Client's Premises, (e) remove any property of Client from Client's business Premises, (f) consume any alcohol, or (g) consume drugs, unless advance written authorization is provided by a physician, while the Temporary Employees are on assignment to Client.
- 6.2. In the event written approval is granted by waterTALENT for item (a) the operation of a Client motor vehicle or motorized equipment in support of the execution of the scope of services, Client shall provide copies of current motor vehicle or motorized equipment maintenance logs, registration, and proof of insurance for any motor vehicle or motorized equipment that Temporary Employee is charged with operating in the execution of the scope of the services. Client shall provide written authority to Temporary Employee certifying that Temporary Employee is authorized by Client to operate any motor vehicle or motorized equipment for the duration of the assignment.
- 6.3. Client shall not pay Temporary Employees other than through its payments to waterTALENT under this Agreement, or advance any funds to them.

7. WORK ENVIRONMENT FOR TEMPORARY EMPLOYEES; EQUAL OPPORTUNITY

- 7.1. Client agrees to comply with all applicable laws and ordinances relating to work site health and safety, and agrees to provide Temporary Employees a safe and healthful workplace, notices

and training required by the Hazardous Communications Standard established by the Occupational Safety and Health Administration ("OSHA"), California Fair Employment and Housing Act, Title VII, and any other law applicable to employees. Client agrees that it shall have in place at all times during the term of this Agreement an ongoing safety program in compliance with all applicable state and federal laws. In particular, California employers with any outdoor places of employment must comply with the Heat Illness Prevention Standard - Title 8 California Code of Regulations (T8 CCR) Section 3395.

- 7.2. Client agrees to indemnify, defend and hold harmless waterTALENT for claims, damages or penalties arising out of violations of the Occupational Safety and Health Act of 1970, or any similar state law and any and all regulations, rules or orders adopted thereunder with respect to workplaces owned, leased or supervised by Client, and/or to which waterTALENT employees are assigned, except to the extent caused by waterTALENT employees.
- 7.3. In the event of an accident, medical treatment, serious illness or injury, or death involving a waterTALENT employee assigned to Client, Client shall notify waterTALENT immediately. For any serious injury, illness or death, of a waterTALENT employee occurring in a place of employment or in connection with a Temporary Employee, Client shall report immediately, by telephone or fax, to the nearest OSHA office and shall make the report on behalf of both waterTALENT and Client. Client shall provide to OSHA all information required by applicable law, as well as waterTALENT's name, address, phone number and contact person, and the waterTALENT employee's name. Client shall notify waterTALENT concurrently with or, if that is not possible, immediately after the report has been made.
- 7.4. waterTALENT is an equal opportunity employer and actively supports federal, state, and local laws prohibiting discrimination in employment practices because of race, color, religion, sex, age, handicap, marital status, Vietnam Era and/or special disabled veteran status, national origin, sexual orientation, or any other classification protected by law, and waterTALENT further complies with any and all other federal, state, and local employment laws and regulations (including those pertaining to family and medical leave and other fair employment practices), including but not limited to the Equal Opportunity Clause in 41 C.F.R. Section 60-1.4 (all of the foregoing being collectively referred to as the "Employment Obligations"). Client hereby agrees to comply with all of the Employment Obligations.

8. TERMINATION OF TEMPORARY EMPLOYEE JOB ASSIGNMENT OR REASSIGNMENT OF TEMPORARY EMPLOYEE BY WATERTALENT

- 8.1. Client acknowledges that waterTALENT has the sole and exclusive right to terminate the assignment of any Temporary Employee, or to reassign any Temporary Employee to other positions including positions with other clients of waterTALENT. Client may notify waterTALENT at any time of Client's request that any Temporary Employee with whom Client is not satisfied be removed from a particular assignment or from performing services at Client altogether. In the event waterTALENT terminates the assignment of, or reassigns, any Temporary Employee away from Client, or in the event Client requests that any Temporary Employee with whom Client is not satisfied be removed from a particular assignment or from performing services at Client altogether, waterTALENT agrees to undertake good faith efforts to provide to Client, as expeditiously as practicable, replacement Temporary Employee(s) of like qualification(s) as described in the applicable Task Order.

9. WATERTALEMENT AS INDEPENDENT CONTRACTOR

- 9.1. waterTALENT shall be considered for all purposes to be an independent contractor of Client and nothing in this Agreement shall be construed to create a partnership, employment relationship, joint venture, or enterprise between waterTALENT, and Temporary Employees, and Client.

10. PROPRIETARY SOFTWARE

- 10.1. To satisfy Client's Temporary Employee requirements, data and invoices may be generated using waterTALENT's proprietary or licensed software to which Client and Temporary Employees may have access. Client agrees that waterTALENT software, including its data formats and any other related information pertaining to the software and its functions, shall remain the exclusive property of waterTALENT or licensor, and shall not be duplicated, copied or disclosed, or utilized for any other purpose.

11. PRICING, INVOICING AND PAYMENT

- 11.1. waterTALENT shall invoice Client weekly following the Client approval of Temporary Employee's approved hours and charges of work completed and agreed upon other direct charges. Client agrees to pay such invoices net thirty (30) days of receipt of invoice. Any invoice that is not paid in full within thirty (30) days after the invoice due date will bear default interest of the lesser of one and one-half percent (1.5%) per month or the highest amount allowed by law. Client shall pay any such default charges and any costs incurred by waterTALENT in collecting its fees and costs.
- 11.2. Rates and fees under this Agreement may be increased upon written notice to include any increase or addition of any government imposed taxes, fees or costs, including costs incurred in complying with applicable laws, rules and regulations, imposed after the Effective Date.
- 11.3. In addition to the payment provisions set forth in the applicable Task Order, waterTALENT shall be entitled to reimbursement from Client for Other Direct Costs (ODCs) which may include meal per diems, hotel, automobile rental, gas, and air fare by Temporary Employees whose residence is more than forty (40) miles from Client Business Premises.
- 11.4. Client's payment method (Check box). Client will be responsible for the transaction fee associated with the transaction for a fee of no greater than three percent (3%) of the invoiced amount:
- Check
 - ACH Wires

12. COMPLIANCE WITH LAW

- 12.1. Client agrees to comply with all applicable local, state, and federal laws, rules, regulations and orders. Without limiting the foregoing, Client will comply with all applicable laws, federal and state, pertaining to labor and employment, including but not limited to Title VII of the 1964 Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Fair Labor Standards Act, the Immigration Reform and Control Act, the California Fair Employment and Housing Act, the California Labor Code and California Industrial Welfare Orders, and all laws governing acts of sexual harassment or discrimination in the

workplace. waterTALENT shall incur no liability with regard to any alleged violation of laws by Client.

13. UNAUTHORIZED CONVERSION OF TEMPORARY EMPLOYEE BY CLIENT; NON-SOLICITATION

- 13.1. Client understands that Temporary Employees are assigned to Client to render temporary services, and absent agreement to the contrary, are not assigned to become employees of Client. Client acknowledges that considerable expense is incurred by waterTALENT to advertise, recruit, evaluate, train, screen, and provide appropriate quality controls relative to Temporary Employees.
- 13.2. Accordingly, Client will not, without the prior written consent of waterTALENT, which may be granted or withheld in waterTALENT's sole discretion, solicit a Temporary Employee for employment other than through waterTALENT, interfere with the employment relationship between waterTALENT and Temporary Employees, or directly or indirectly cause a Temporary Employee to transfer to another temporary staffing service.
- 13.3. If Client, either directly or indirectly, including through any company or entity within Client's control or a company affiliated with Client, hires a Temporary Employee of waterTALENT as an employee, consultant, independent contractor of Client, or utilizes the Temporary Employee's services through another temporary or outsourcing service during such Temporary Employee's employment by waterTALENT or an affiliate of waterTALENT, or within twelve (12) months after termination of this person's temporary assignment by waterTALENT at Client, Client agrees to pay waterTALENT a direct hire fee stipulated by the parties to be set forth in an Fee Schedule to be amended to this Agreement or, in the case of a direct placement of a full-time hire, a fee equal to twenty-five percent (25%) of the employee's annualized wage or salary.

14. INSURANCE

- 14.1. waterTALENT shall provide all pertinent and necessary insurance at its own cost and expense, which shall include:
 - 14.1.1. Workers' Compensation insurance as prescribed by the law of the state(s) in which the work is performed;
 - 14.1.2. Employer's Liability insurance with limits of at least \$1,000,000 for each occurrence, \$1,000,000 Disease – Policy limit, and \$1,000,000 Disease - Each employee; and
 - 14.1.3. Commercial General Liability insurance with limits of at least \$5,000,000 Per Occurrence / \$5,000,000 Aggregate.
- 14.2. Client shall agree to list waterTALENT, LLC under their General Liability Policy as a named insured prior to any Temporary Employee working at a Client site.

15. CONFIDENTIALITY

- 15.1. During the performance of this Agreement, it may be necessary for the parties to provide confidential or proprietary information to one another. The parties agree that such information

will be held in strict confidence by the receiving party and will not be disclosed by the receiving party to any third party, or used by the receiving party for its own purposes, except to the extent that such disclosure or use is necessary in the performance by the receiving party of its obligations under this Agreement. No information shall be subject to protection of this section if such information is:

- 15.1.1. or becomes publicly available other than through a breach of this Agreement by the party seeking to disclose the information;
 - 15.1.2. proven to be already known to or rightfully in the possession of a party or its personnel at the time of disclosure;
 - 15.1.3. or becomes known or developed by the receiving party independently of the confidential and/or proprietary information of the other party; or
 - 15.1.4. released in response to a subpoena, court order or other legal process, provided that the party receiving the subpoena or subject to court order or other legal process shall notify the other party and provide such party with an opportunity to seek a protective order preventing disclosure of such information, and in any event, the party subject to such subpoena, court order or other legal process shall disclose only such information as is necessary to comply therewith.
- 15.2. Neither party shall be liable, however, for inadvertent or accidental disclosure of such information if such disclosure occurs despite the exercise of the same degree of care as such party normally takes to preserve and safeguard its own proprietary information. The receiving party upon the request of the disclosing party will return all writings or documents that contain information subject to the protections of this subsection.

16. WORK PRODUCT

- 16.1. waterTALENT agrees that all inventions, innovations or improvements, including copyright in any product, software, reports, surveys, marketing, promotional and collateral material prepared by the Temporary Employee assigned to the Client pursuant to the terms of this Agreement shall be the exclusive property of the Client. waterTALENT acknowledges and agrees that the work product shall be considered a work made for hire within the meaning of the patent and copyright laws of the United States and that Client is entitled, as author thereof, to the copyright and all rights therein, including, but not limited to the right to make such changes therein and such uses thereof, as it may determine in its sole and absolute discretion; provided, that under no circumstances shall a Temporary Employee be considered an employee of Client.

17. PERSONAL INFORMATION

- 17.1. This Agreement is made on the basis that each party is entitled to assume that the other has complied and will continue to comply with its obligations arising from data protection and privacy laws in force from time to time to the extent applicable to this Agreement and the scope of services detailed in the Task Order. The parties acknowledge that any use or processing by waterTALENT of Personal Information, which is defined as "any information relating to an identified or identifiable individual that is subject to applicable data protection, privacy or other similar laws, including but not limited to the Health Insurance Portability and

Accountability Act of 1996" shall be done solely on behalf of Client and for Client's purposes and waterTALENT shall deal with such Personal Information only in accordance with such reasonable instructions as Client may from time to time provide or as reasonably necessary for the purpose of providing the services contemplated hereby. waterTALENT shall take such technical and organizational measures as it has determined appropriate to guard against unauthorized or unlawful processing of Personal Information and against accidental loss or destruction of, or damage to, Personal Information in accordance with applicable law.

18. INDEMNIFICATION

- 18.1. waterTALENT shall defend, indemnify and hold harmless Client and its subsidiaries and related entities, and all of their respective officers, directors, trustees, shareholders, employees, agents and representatives (collectively, "Client Parties") from and against any and all liabilities, losses, claims, injuries, suits, judgments, expenses, fines, interest or penalties (collectively, "Losses") to the extent caused by waterTALENT's or its Temporary Employees failure to comply with the terms of this Agreement or negligence or willful misconduct of waterTALENT, for Losses arising from the usual and customary business of waterTALENT to an amount no greater than \$5 million. Despite anything to the contrary in this Agreement, waterTALENT shall indemnify, defend and hold harmless Client Parties from and against any and all Losses arising out of claims that any Temporary Employee sexually harassed or in any way discriminated against any Client Parties.
- 18.2. Client shall defend, indemnify and hold harmless waterTALENT and its subsidiaries and related entities, and all of their respective officers, directors, shareholders, employees, agents, and representatives (collectively, "waterTALENT Parties") from and against any and all Losses to the extent caused by Client's failure to comply with the terms of this Agreement or negligence or willful misconduct of Client, for Losses arising from the usual and customary business of Client. Despite anything to the contrary in this Agreement, Client shall indemnify, defend and hold harmless waterTALENT Parties from and against any and all Losses arising out of claims that any member of Client Parties, under the control of Client, sexually harassed or in any way discriminated against any Temporary Employee.
- 18.3. To the maximum extent permitted by applicable law, no member of Client Parties or waterTALENT Parties shall have any liability for any indirect, consequential, special or incidental damages, damages for loss of profits or revenues, whether in an action in contract or tort, even if such party has been advised of the possibility of such damages, unless such party has engaged in willful misconduct or the damages arise from a third party claim for which a party is entitled to indemnification in this Agreement.

19. AUDIT RIGHTS

- 19.1. Client shall have the right to audit timekeeping and billing records maintained by waterTALENT for services provided to Client, upon reasonable notice to waterTALENT. Such audit shall be performed at the corporate headquarters of waterTALENT located in Los Angeles, California.

20. ARBITRATION

- 20.1. Any claim of breach or non-compliance with any provision of this Agreement and all claims, in law or equity, arising out of this Agreement, shall be resolved by binding arbitration before Judicial Arbitration and Mediation Service before one arbitrator, to be conducted at its office

located in Los Angeles, California. Arbitration shall be commenced by written demand of either party to the other, with a copy of the written demand being sent to Judicial Arbitration and Mediation Service, identifying the issue to be arbitrated and the claim of the party. If any party who is required to sign the petition to arbitrate refuses or fails to sign said petition, any of the remaining parties may petition alone for arbitration of the dispute before a single arbitrator with Judicial Arbitration and Mediation Service or may petition the appropriate judicial tribunal for an Order Compelling Arbitration. The parties shall jointly select an arbitrator from the list of arbitrators provided by Judicial Arbitration and Mediation Service. If the parties are unable to select an arbitrator from the Judicial Arbitration and Mediation Service list of available arbitrators, within ten (10) business days, the arbitrator shall be appointed by Judicial Arbitration and Mediation Service. Arbitration hearing shall take place on a date and time selected by the parties, or, in the event that the parties cannot agree, on the date and time selected by the arbitrator. Discovery shall be permitted as authorized by the arbitrator. The successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that arbitration proceeding, in addition to any other relief to which it or they may be entitled. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

21. OTHER TERMS

- 21.1. This Agreement, its interpretation and all work performed under this Agreement, shall be governed by the laws of the State of California. Any arbitration concerning this Agreement, or the parties' rights or obligations pursuant hereto shall be instituted in the County of Los Angeles, California. The parties hereby waive any rights they may have to a change of venue.
- 21.2. waterTALENT reserves the right to enter into one or more contracts with one or more third party providers to provide Temporary Employees at any time.
- 21.3. This Agreement may not be assigned by either party without the express written consent of the other party.
- 21.4. Neither party will be responsible for any failure or delay in performing any of its obligations under this Agreement or any Task Order due to causes beyond its reasonable control, and such obligations will be suspended for the period during which a fire, flood, war, natural disaster, earthquake, other acts of God, riots, new laws which prevent the carrying out of the Services, or the results of terrorist activity prevent the affected party from performing its obligations under this Agreement or any Task Order. A party affected by a force majeure event shall promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied.
- 21.5. Neither this Agreement nor any Task Order is intended to confer any rights or benefit on any third party.
- 21.6. Each party represents and warrants that the individual executing this Agreement on its behalf is duly authorized to so execute this Agreement, and this Agreement, when executed and delivered by such party, shall constitute the valid and binding agreement of such party, enforceable in accordance with its terms. In the event that any provision of this Agreement shall be unenforceable or inoperative as a matter of law, the remaining provisions shall remain in full force and effect.

- 21.7. This Agreement is subject to amendment only by the written agreement of all of the parties hereto. Any amendment or modification of this Agreement shall be dated, and where any conflict arises between the provisions incorporated in earlier documents, the most recent provisions shall be controlling.
- 21.8. Multiple copies of this Agreement may be executed, each of which shall be deemed to be an original. An electronic copy of this entire Agreement, including the signature page(s), shall be deemed an original.
- 21.9. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. It contains all of the covenants, conditions and agreements between the parties with respect to the subject matter. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promises not contained herein shall be valid or binding. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the parties to the Agreement.
- 21.10. The captions of paragraphs of this Agreement are for reference only and are not to be construed in any way as part of this Agreement.
- 21.11. A waiver of the breach of any covenant, condition, or promise of this Agreement shall not be deemed a waiver of any succeeding breach of the same or any other covenant, condition, or promise of this Agreement. No waiver shall be deemed to have been given, unless given in writing and in compliance with the "Notices" paragraph herein below recited.
- 21.12. In the event that any party herein commences any legal or equitable action or other proceeding, including without limitation, arbitration, an action for declaratory relief or any other form of relief, or to enforce, interpret, reform, rescind, or in any other manner affect the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees which may be set by the arbitrator or in a separate action brought for that purpose, in addition to any other relief to which the party may be entitled.
- 21.13. All representations and warranties made herein shall survive the execution of this Agreement.
- 21.14. All notices under this Agreement shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or sent by Federal Express or other recognized overnight courier service, and addressed to the party to be notified at their address set forth below. All notices and other communications required or permitted under this Agreement shall be deemed given when delivered personally, or one (1) day after being deposited with Federal Express or other recognized overnight courier service, or five (5) days after being deposited in the United States mail, postage prepaid and addressed as follows, or to such other address as each party may designate in writing:

<u>For waterTALENT:</u>		<u>For Client:</u>	
Name:	Tyler Reifert	Name:	Paeter Garcia
Title:	Vice President	Title:	General Manager
Address:	10877 Wilshire Blvd., Suite 1650 Los Angeles, CA 90024	Address:	3622 Sagunto Street Santa Ynez, CA 93460
Email:	treifert@watertalent.net	Email:	pgarcia@syrwd.org
Phone:	(424) 832-7217	Phone:	(805) 688-6015
Fax:	(424) 832-7018	Fax:	(805) 688-3078

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

waterTALENT, LLC

**Santa Ynez River Water Conservation
District, Improvement District No.1**

For waterTALENT:

For Client:

Tyler Reifert

Paeter Garcia

Vice President
Title

General Manager
Title

Signature

Signature

Date

Date

03/19/2020

3/18/20

EMPLOYEE RIGHTS

PAID SICK LEAVE AND EXPANDED FAMILY AND MEDICAL LEAVE UNDER THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

The **Families First Coronavirus Response Act (FFCRA or Act)** requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020.

▶ PAID LEAVE ENTITLEMENTS

Generally, employers covered under the Act must provide employees:

Up to two weeks (80 hours, or a part-time employee's two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:

- 100% for qualifying reasons #1-3 below, up to \$511 daily and \$5,110 total;
- ⅔ for qualifying reasons #4 and 6 below, up to \$200 daily and \$2,000 total; and
- Up to 12 weeks of paid sick leave and expanded family and medical leave paid at ⅓ for qualifying reason #5 below for up to \$200 daily and \$12,000 total.

A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

▶ ELIGIBLE EMPLOYEES

In general, employees of private sector employers with fewer than 500 employees, and certain public sector employers, are eligible for up to two weeks of fully or partially paid sick leave for COVID-19 related reasons (see below). *Employees who have been employed for at least 30 days prior to their leave request may be eligible for up to an additional 10 weeks of partially paid expanded family and medical leave for reason #5 below.*

▶ QUALIFYING REASONS FOR LEAVE RELATED TO COVID-19

An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to **telework**, because the employee:

- | | |
|---|---|
| <ol style="list-style-type: none">1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;2. has been advised by a health care provider to self-quarantine related to COVID-19;3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2); | <ol style="list-style-type: none">5. is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or6. is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services. |
|---|---|

▶ ENFORCEMENT

The U.S. Department of Labor's Wage and Hour Division (WHD) has the authority to investigate and enforce compliance with the FFCRA. Employers may not discharge, discipline, or otherwise discriminate against any employee who lawfully takes paid sick leave or expanded family and medical leave under the FFCRA, files a complaint, or institutes a proceeding under or related to this Act. Employers in violation of the provisions of the FFCRA will be subject to penalties and enforcement by WHD.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

For additional information
or to file a complaint:

1-866-487-9243

TTY: 1-877-889-5627

dol.gov/agencies/whd



WH1422 REV 03/20

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-42-20

WHEREAS on March 4, 2020, I proclaimed a state of emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS it is the established policy of the State under Water Code section 106.3 that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes; and

WHEREAS to limit the spread of COVID-19 it is crucial that Californians wash their hands regularly and thoroughly; and

WHEREAS many Californians are experiencing or will experience substantial losses of income as a result of business closures, the loss of work hours or wages, or layoffs related to COVID-19, which may hinder their ability to make payments for water service and subject them to water shutoffs due to non-payment; and

WHEREAS many small businesses that provide services essential to the health and well-being of Californians have experienced substantial reductions in income, which may hinder their ability to make payments for water service and subject them to water shutoffs due to non-payment; and

WHEREAS the California Public Utilities Commission has directed private water utilities under its jurisdiction to implement customer service protections, including a moratorium on service disconnections, during the COVID-19 emergency; and

WHEREAS more than 100 public and private water systems have voluntarily agreed to halt disconnections as well; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with the various statutes and regulations concerning water shutoffs specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and the statutes of the State of California, and in particular, Government Code sections 8567, 8570, 8571, and 8627, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) The authority of urban and community water systems, as defined in Health and Safety Code section 116902, subdivision (d), to discontinue residential service, as defined in Health and Safety Code section 116902, subdivision (c), for non-payment under Health and Safety Code sections 116908 and 116910, is suspended.
- 2) Water systems not subject to the requirements of Health and Safety Code sections 116908 and 116910 shall not discontinue residential

service, as defined in Health and Safety Code section 116902, subdivision (c), for non-payment.

- 3) Water systems shall restore any residential service to occupied residences that has been discontinued for nonpayment since March 4, 2020.
- 4) Water systems shall not discontinue service to any business in the critical infrastructure sectors designated by the State Public Health Officer as critical to protect the health and well-being of all Californians that qualifies as a small business under 13 C.F.R. § 121.201 of the Small Business Administration's regulations.
- 5) The State Water Resources Control Board shall identify best practices, guidelines, or both to be implemented during the COVID-19 emergency (i) to address non-payment or reduced payments, (ii) to promote and to ensure continuity of service by water systems and wastewater systems, and (iii) to provide measures such as the sharing of supplies, equipment and staffing to relieve water systems under financial distress.

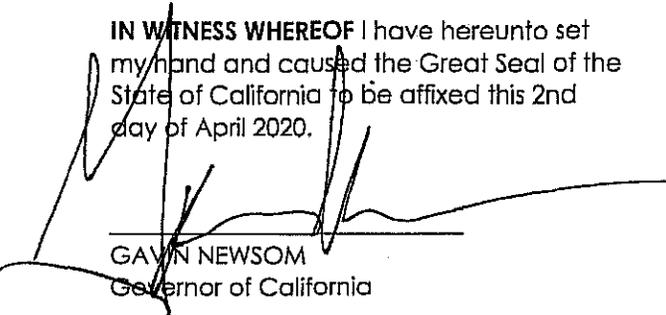
Nothing in this Order eliminates the obligation of water customers to pay for water service, prevents a water system from charging a customer for such service, or reduces the amount a customer already may owe to a water system.

Nothing in this Order modifies the obligations of urban and community waters systems to comply with provisions of the Water Shutoff Protection Act not specifically addressed by this Order or other applicable laws, regulations, and guidelines.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 2nd day of April 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State



**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE Board of Trustees OF THE Santa Ynez River Water Conservation District, ID No.1
(Governing Body) (Name of Applicant)

THAT Paeter Garcia, General Manager, OR
(Title of Authorized Agent)
Mary Martone, Assistant General Manager, OR
(Title of Authorized Agent)
Eric Tambini, Water Resources Manager
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the Santa Ynez River Water Conservation District, ID No.1, a public entity
(Name of Applicant)
established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the Santa Ynez River Water Conservation District, ID No.1, a public entity established under the laws of the State of California,
(Name of Applicant)
hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
- This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 21st day of April, 2020

Jeff Clay, President
(Name and Title of Governing Body Representative)

Brad Joos, Vice President
(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, Mary Martone, duly appointed and Secretary to the Board of
(Name) (Title)

Santa Ynez River Water Conservation District, ID No.1, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the Board of Trustees of the Santa Ynez River Water Conservation District, ID No.1
(Governing Body) (Name of Applicant)

on the 21st day of April, 2020.

(Signature)

Secretary to the Board
(Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification.")

1 VIII. CONSENT AGENDA:

2 The Consent Agenda report was provided in the Board packet.

3
4 Mr. Garcia reviewed the Consent Agenda Report for the month of February.

5
6 It was MOVED by Trustee H. Burchardi, seconded by Trustee Joos and carried by a 4-0-0 voice vote,
7 with Trustee M. Burchardi absent, to approve the Consent Agenda as presented.

8
9 IX. MANAGER REPORTS - STATUS, DISCUSSION AND POSSIBLE BOARD ACTION ON THE FOLLOWING
10 SUBJECTS:

11 A. DISTRICT ADMINISTRATION

12 1. Personnel Snapshots

13 a) Lydia Cardenas – Water Resources Associate

14 Mr. Garcia reported that this was the second presentation of Personnel Snapshots in a
15 series that will be presented to the Board. He stated the Personnel Snapshots are
16 intended to provide an opportunity for the District Team to introduce themselves to the
17 Board and to the public, discuss their experience, and highlight their respective areas of
18 responsibility at the District. Mr. Garcia introduced Ms. Lydia Cardenas, Water
19 Resources Associate to the Board and public.

20
21 Ms. Cardenas addressed the Board and public and provided her previous work history,
22 experience, special certifications, and roles and responsibilities at the District. The Board
23 members expressed their appreciation and thanked Ms. Cardenas for her professional
24 capabilities and dedication to the District.

25
26 2. Anonymous Success Story

27 Mr. Garcia reported on a leak that occurred on a District customer's property. He stated the
28 customer's account was flagged for high use during the meter reading process which
29 suggested that a significant leak was occurring on the property. Mr. Garcia explained that
30 the customer, who was unaware of the high use, was contacted by staff to investigate the
31 high use for a potential leak. He indicated that the property owner was able to locate and
32 fix a leak found on his property. Mr. Garcia reported that he spoke with the customer
33 regarding the leak and the high cost of the bill resulting from the leak. During the discussion
34 the property owner relayed that he had recently drilled a well on his property, which
35 appeared to be the cause of the leak. Mr. Garcia stated that following this call with the
36 property owner, the well drilling contractor came into the District office to speak with him.
37 The well driller indicated that he was responsible for the leak that occurred on the customer's
38 property, and therefore he would like to pay the customer's water use bill. Mr. Garcia
39 thanked him for his honesty, integrity, and willingness to take ownership for the leak and
40 resulting water bill. He also acknowledged the property owner for his honesty related to the
41 well drilling being the likely cause of the water leak. Mr. Garcia stated this was an
42 extraordinary circumstance with a positive outcome.

43
44 Ms. France Komoroske provided public comment to the Board.

45
46 3. Financial Report on Administrative Matters

47 a) Presentation of Monthly Financial Statements – Revenues and Expenses

48 The Board was provided the Statement of Revenues and Expenses for the month of
49 January.

50
51 Ms. Martone reviewed the Statement of Revenues and Expenses for the month of
52 January. She reported the expenses exceeded the revenue by \$65,191.98 and the year-to-
53 date net income was \$1,766,557.90. She explained that all accumulated revenues during

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1 the fiscal year will be earmarked and utilized for the annual State Water Project and
2 COMB Bond payments due in June 2020.
3

4
5 b) Approval of Accounts Payable

6 The Warrant List was provided in the handout material for Board action. The Warrant
7 List covered warrants 22874 through 22932, for the period of January 29, 2020 through
8 February 18, 2020, in the amount of \$292,761.73.

9 It was MOVED by Trustee H. Burchardi, seconded by Trustee Clay and carried by a 4-0-
10 0 voice vote, with Trustee M. Burchardi absent, to approve the Warrant List as presented.
11

12 c) FY 2019/2020 Six-Month Budget Update

13 The Board packet included the FY 2019/2020 Six Month Budget Update.
14

15 Ms. Martone reviewed the Six-month Budget Update. She highlighted each budget
16 category and explained that the budget balance reflected revenues exceeding expenses
17 by \$1,469,058.76 six months into the 2019/20 fiscal year. Ms. Martone explained that
18 water sales were up during the first six months of the fiscal year due to typical high use
19 months occurring July-December. She indicated that water sales will decline over the
20 remaining six months of the fiscal year. Ms. Martone emphasized that the second half of
21 the fiscal year will also reflect higher expenses related to completion of Construction in
22 Progress items. Ms. Martone stated the overall revenue outlook remains stable at this
23 point in the fiscal year.
24

25 d) Quarterly Balance Sheet inclusive of Reserve Accounts – December 31, 2019

26 The Board packet included the December 31, 2019 Balance Sheet by Net Position
27 Category and Statement of Changes in Cash and Investments.
28

29 Ms. Martone presented the December 31, 2019 Quarterly Balance Sheet Summary,
30 Reserve Balance Summary and Detailed Reserve Summary. She explained the detail
31 within each line-item, the allocation of the reserves, reserve funding activity during the
32 quarter, and the bottom-line net position. Ms. Martone reported the assets and liabilities
33 balance at December 31, 2019 is \$34,332,067.06.
34

35 4. Attorneys Fees Settlement: Santa Barbara County Superior Court Case No. 18CV05437,
36 Santa Ynez River Water Conservation District, Improvement District No.1 v. Holland, et al.
37

38 Mr. Garcia reported on the settlement reached with Santa Barbara County related to the
39 SYRWCD, ID No.1 v. Holland case. He explained that the Court ruling ensured that going
40 forward the County Elections Office will be required to follow the Water Code candidacy
41 requirements for elections to the District's Board of Trustees. He stated that the District
42 evaluated its options for seeking recovery of legal fees expended on the lawsuit and
43 determined the best course of action, instead of further litigation, was to enter into a
44 stipulated settlement agreement with the County. He stated that the final settlement amount
45 for attorney fees was \$77,000. Mr. Garcia explained that this amount was less than what was
46 set forth in the District's motion for attorneys' fees, although the settlement reflects a
47 reasonable and good faith effort by both the County and the District to settle the matter
48 amicably. Mr. Garcia expressed his appreciation to the Board of Trustees, legal counsel for
49 the District, County Counsel's Office, and the County Board of Supervisors. He stated this
50 matter is now concluded. The Board members provided comments and expressed their
51 appreciation to Mr. Garcia for his participation in this process.
52

53 Ms. France Komoroske provided public comment to the Board.
54

1 **B. OPERATIONS AND MAINTENANCE**

2 1. Update from Water Resources Manager

3 Mr. Eric Tambini, Water Resources Manager, reported on the District's current capital
4 projects. He explained that staff is currently coordinating with Tierra Contracting and Santa
5 Barbara County for the Phase 2 Lateral Replacement project. Mr. Tambini stated that affected
6 customers have been notified by door tags, text messages, emails and automated phone calls
7 of the scheduled work that will occur in their areas. He stated work will commence once
8 the road encroachment permits are received from Santa Barbara County.

9
10 Mr. Tambini stated he is also coordinating the SCADA System software upgrade project. He
11 explained the purpose of the SCADA system, and stated the Request for Proposals was sent
12 out at the end of January with a deadline of March 13th. He indicated that the Board likely
13 would review bid results at the March Meeting.

14
15 **X. REPORT, DISCUSSION AND POSSIBLE BOARD ACTION ON THE FOLLOWING SUBJECTS:**

16 **A. CACHUMA PROJECT – OPERATIONS AND SUPPLIES**

17 1. Cachuma Project Water Service Contract No. I75r-1802R and Status of 2020 Water Service
18 Contract Process

19 Mr. Garcia reported that there was no new information to report on the 2020 Water Service
20 Contract at this time. He stated that there is a quarterly meeting of the Santa Barbara County
21 Water Purveyors Meeting scheduled for March 12, 2020 following the CCWA Operating
22 Committee Meeting.

23
24 **B. SUSTAINABLE GROUNDWATER MANAGEMENT ACT**

25 1. Update for Eastern Management Area

26 Mr. Garcia reported the next meeting of the Groundwater Sustainability Agency for the
27 Eastern Management Area is scheduled for February 27, 2020 at 6:30 p.m. at the Solvang City
28 Council Chambers. Mr. Garcia summarized of some of the topics that will be discussed at
29 the meeting and encouraged all members of the public to become and remain engaged in the
30 SGMA process.

31
32 **XI. REPORTS BY THE BOARD MEMBERS OR STAFF, QUESTIONS OF STAFF, STATUS REPORTS,**
33 **ANNOUNCEMENTS, COMMITTEE REPORTS, OBSERVATIONS AND OTHER MATTERS AND/OR**
34 **COMMUNICATIONS NOT REQUIRING ACTION:**

35
36 Mr. Garcia summarized the report items included in the Board packet, including a news article and
37 ACWA Regulatory Alert regarding the State Water Resources Control Board lowering response
38 levels for PFOA & PFOS, Senate Bill 756, the January 2020 Family Farm Alliance Monthly Briefing,
39 and Federal Bill 4723 "FISH Act of 2019."

40
41 **XII. CORRESPONDENCE: GENERAL MANAGER RECOMMENDS THE ITEMS NOT MARKED WITH AN ASTERISK**
42 **(*) FOR FILE:**

43 The Correspondence list was received by the Board.

44
45 **XIII. REQUESTS FOR ITEMS TO BE INCLUDED ON THE NEXT REGULAR MEETING AGENDA:**

46 There were no requests from the board.

47
48 **XIV. NEXT MEETING OF THE BOARD OF TRUSTEES:**

49 President Clay stated the next Regular Meeting of the Board of Trustees is scheduled for March 17,
50 2020 at 3:00 p.m.

51
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1 XV. CLOSED SESSION:
2 The Board adjourned at 5:26 p.m. for a brief recess. At 5:35 p.m. the Board reconvened and
3 adjourned to closed session to discuss agenda items XV. A.

4
5 A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

6 [Subdivision (d)(1) of Section 54956.9 of the Government Code – 3 cases]

- 7 1. Name of Case: Adjudicatory proceedings pending before the State Water Resources
8 Control Board regarding Permits 11308 and 11310 issued on Applications 11331 and
9 11332 to the United States Bureau of Reclamation for the Cachuma Project
10
11 2. Name of Case: Adjudicatory proceedings pending before the State Water Resources
12 Control Board regarding Permit 15878 issued on Application 22423 to the City of
13 Solvang, Petitions for Change, and Related Protests.
14
15 3. Name of Case: Santa Barbara County Superior Court Case No. 19CV01873, Cachuma
16 Operation and Maintenance Board v. Santa Ynez River Water Conservation District,
17 Improvement District No.1
18

19 XVI. RECONVENE INTO OPEN SESSION:

20 [Sections 54957.1 and 54957.7 of the Government Code]

21 The Board reconvened to open session at 6:07 p.m. Mr. Garcia announced that the Board met in
22 closed session concerning Agenda Items XV. A. He reported that there was no reportable action
23 on Agenda Items XV. A.
24

25 XVII. ADJOURNMENT:

26 Being no further business, it was MOVED by Trustee Joos, seconded by Trustee Parker, and carried
27 by a 4-0-0 voice vote, with Trustee M. Burchardi absent, to adjourn the meeting at 6:08 p.m.
28
29

30 RESPECTFULLY SUBMITTED,

31 **DRAFT**

32
33
34 Mary Martone, Secretary to the Board

35
36
37 **DRAFT**
38 ATTEST:

39
40
41 Jeff Clay, President

42 MINUTES PREPARED BY:

43 **DRAFT**

44
45 Karen King, Board Administrative Assistant

**BOARD OF TRUSTEES
SANTA YNEZ RIVER WATER
CONSERVATION DISTRICT, ID NO.1
April 21, 2020**

Consent Agenda Report

Due to cancellation of the Board's regular meeting in March 2020, the following report includes information for the months of February and March 2020.

CA-1. Water Supply and Production Report. Water production in **February (203 AF)** was greater than the 10-year running average for the month (146 AF). Despite lower average demands the District has been experiencing generally for domestic, rural residential, and agriculture water supplies, February was extremely dry – indeed the driest year of record reported at the state and Santa Barbara County level – thus February production numbers were above average. On the other hand, water production in **March (151 AF)** was lower than the 10-year running average for the month (277 AF) due to decreased demands based on significant rainfall and otherwise cool weather conditions.

Direct diversions to USBR and the County Park were **1.36 AF for February and .91 AF for March**. In **February**, approximately 116 AF was produced from the Santa Ynez Upland wells, and approximately 87 AF was produced from the 6.0 cfs and 4.0 cfs river well fields. In **March**, approximately 61 AF was produced from the Upland wells, and approximately 90 AF was produced from the 6.0 cfs and 4.0 cfs well fields. No SWP Table A or Exchange deliveries were taken from CCWA during February or March.

The USBR Daily Operations Report for Lake Cachuma in **February** (ending February 29, 2019) recorded the lake elevation at **732.88'** with the end of month storage of **137,667 AF**. USBR recorded total precipitation at the lake of **0.06 inches in February**. For the month, reservoir storage was supplemented with only **3.8 AF** of SWP deliveries for the South Coast agencies. Reservoir evaporation in **March was 507.0 AF**.

For the month of **March** (ending March 31, 2020), the USBR Report recorded lake elevation at **734.99'** with the end of moth storage of **142,852 AF**. USBR recorded total precipitation at the lake of **8.13 inches in March**. For the month, reservoir storage was supplemented with **52.2 AF** of SWP deliveries for the South Coast agencies. Reservoir evaporation in **March was 482.0 AF**.

Based on the maximum storage of 193,305 AF, **and additional rain totals April**, Cachuma reservoir is currently at approximately **80%** of capacity (Santa Barbara County Flood Control District, Rainfall and Reservoir Summary). At a point when reservoir storage exceeds 100,000 AF, the Cachuma Member Units typically have received a full allocation, which is the case for this federal WY 2019-20. Conversely, a 20% pro-rata reduction from the full allocation is scheduled to occur in Water Years beginning at less than 100,000 AF, where incremental reductions may occur at other lower storage levels. **For the federal WY 2019-20** (beginning October 1, 2019), USBR has issued a 100% allocation of Cachuma Project supplies to the Cachuma Member Units. ID No.1's share is 10.31% or 2,651 AF. In addition to its 2019-20 allocation, ID No.1 retains approximately 435 AF of previous year carryover water in the reservoir, subject to evaporation.

Water releases for the protection of fish and aquatic habitat are made from Cachuma reservoir to the lower Santa Ynez River pursuant to the 2000 Biological Opinion issued by the National Marine Fisheries Service (NMFS) and the 2019 Water Rights Order issued by the State Water Resources Control Board (SWRCB). These releases are made to Hilton Creek and to the stilling basin from the outlet works at the base of Bradbury Dam. The water releases required under the NMFS 2000 Biological Opinion to avoid jeopardy to steelhead and adverse impacts to its critical habitat are summarized as follows:

NMFS 2000 Biological Opinion

- *When Reservoir Spills and the Spill Amount Exceeds 20,000 AF:*
 - 10 cfs at Hwy 154 Bridge during spill year(s) exceeding 20,000 AF
 - 1.5 cfs at Alisal Bridge when spill amount exceeds 20,000 AF and if steelhead are present at Alisal Reach
 - 1.5 cfs at Alisal Bridge in the year immediately following a spill that exceeded 20,000 AF and if steelhead are present at Alisal Reach
- *When Reservoir Does Not Spill or When Reservoir Spills Less Than 20,000 AF:*
 - 5 cfs at Hwy 154 when Reservoir does not spill and Reservoir storage is above 120,000 AF, or when Reservoir spill is less than 20,000 AF
 - 2.5 cfs at Hwy 154 in all years when Reservoir storage is below 120,000 AF but greater than 30,000 AF
 - 1.5 cfs at Alisal Bridge if the Reservoir spilled in the preceding year and the spill amount exceeded 20,000 AF and if steelhead are present at Alisal Reach
 - 30 AF per month to “refresh the stilling basin and long pool” when Reservoir storage is less than 30,000 AF

The water releases required under the SWRCB 2019 Water Rights Order for the protection of fish and other public trust resources in the lower Santa Ynez River and to prevent the waste and unreasonable use of water are summarized as follows:

SWRCB Order WR 2019-0148

- *During Below Normal, Dry, and Critical Dry water years (October 1 – September 30), releases shall be made in accordance with the requirements of the NMFS 2000 Biological Opinion as set forth above.*
- *During Above Normal and Wet water years, the following minimum flow requirements must be maintained at Hwy 154 and Alisal Bridges:*
 - 48 cfs from February 15 to April 14 for spawning
 - 20 cfs from February 15 to June 1 for incubation and rearing
 - 25 cfs from June 2 to June 9 for emigration, with ramping to 10 cfs by June 30
 - 10 cfs from June 30 to October 1 for rearing and maintenance of resident fish
 - 5 cfs from October 1 to February 15 for resident fish
- *For purposes of SWRCB Order WR 2019-0148, water year classifications are determined as follows:*
 - *Wet is when Cachuma Reservoir inflow is greater than 117,842 AF;*
 - *Above Normal is when Reservoir inflow is less than or equal to 117,842 AF or greater than 33,707 AF;*
 - *Below Normal is when Reservoir inflow is less than or equal to 33,707 AF or greater than 15,366 AF;*
 - *Dry is when Reservoir inflow is less than or equal to 15,366 AF or greater than 4,550 AF*
 - *Critical Dry is when Reservoir inflow is less than or equal to 4,550 AF*

For the month of March, water releases for fish were 250 AF to Hilton Creek and 177 AF to the outlet works for a total of 427 AF. As of the end of March 2020, a total of 32,659.4 AF of Cachuma Project water has been released under regulatory requirements for fish protection since the year after the last spill in 2011.

CA-2. State Water Project (SWP) and Central Coast Water Authority (CCWA) Updates.

As reported previously, the Department of Water Resources (DWR) current SWP Table A allocation is set at 15% which translates to 105 AF for ID No.1's pro-rated share through the Central Coast Water Authority. **Despite February being the driest February of record for state and local precipitation (January was also far below average), substantial precipitation occurred in March and April and should result in an increased Table A allocation from DWR.**

As reflected in the enclosed **February** CCWA Agenda packets (Board of Directors and Operating Committee), CCWA continues to remain engaged in a variety of matters related to the SWP and SWP supplies, including but not limited to: Water Supply Situation Reports; DWR responses to CCWA requests for increased cost accounting and oversight; Legislative Reports; Potential solar power installations for the Central Coast treatment and transmission facilities; the Delta Conveyance Project proposal and potential amendments to the SWP Contract; Proposed contract assignment from the County of Santa Barbara to CCWA; Renewal of the Warren Act Contract to store SWP supplies in Cachuma Reservoir; and potential litigation matters involving the SWP and SWP Contract.

UNITED STATES DEPARTMENT OF THE INTERIOR
 U.S. BUREAU OF RECLAMATION-CACHUMA PROJECT-CALIFORNIA

MARCH 2020

LAKE CACHUMA DAILY OPERATIONS

RUN DATE: April 6, 2020

DAY	ELEV	STORAGE ACRE-FEET		COMPUTED* INFLOW AF.	CCWA INFLOW AF.	PRECIP ON RES. SURF. AF.	RELEASE - AF.				EVAP		PRECIP INCHES	
		IN LAKE	CHANGE				TUNNEL	HILTON CREEK	OUTLET	SPILLWAY	AF.	INCH		
	732.88	137,667												
1	732.85	137,594	-73	4.3	0.0	.0	44.9	6.5	6.0	.0	19.9	.130	.00	
2	732.83	137,545	-49	-9.0	0.0	32.3	44.5	6.5	6.0	.0	15.3	.100	.16	
3	732.80	137,472	-73	9.6	0.0	.0	44.1	6.5	6.0	.0	26.0	.170	.00	
4	732.77	137,399	-73	-7.5	0.0	.0	30.0	6.5	6.0	.0	23.0	.150	.00	
5	732.76	137,375	-24	39.7	0.0	.0	30.2	8.1	7.0	.0	18.4	.120	.00	
6	732.74	137,326	-49	14.7	0.0	.0	29.6	8.2	6.0	.0	19.9	.130	.00	
7	732.73	137,302	-24	36.1	0.0	.0	30.6	8.2	6.0	.0	15.3	.100	.00	
8	732.71	137,253	-49	10.5	0.0	2.0	29.3	7.8	6.0	.0	18.4	.120	.01	
9	732.68	137,180	-73	-9.1	0.0	.0	29.8	8.2	6.0	.0	19.9	.130	.00	
10	732.67	137,156	-24	25.4	0.0	.0	23.0	8.2	6.0	.0	12.2	.080	.00	
11	732.89	137,691	+535	-48.2	5.8	615.6	22.5	8.2	6.0	.0	1.5	.010	3.05	
12	732.93	137,788	+97	57.8	5.9	68.7	12.5	8.2	4.0	.0	10.7	.070	.34	
13	732.94	137,813	+25	36.9	4.3	12.1	11.9	8.3	5.0	.0	3.1	.020	.06	
14	732.94	137,813	+0	26.1	5.8	2.0	12.4	8.3	4.0	.0	9.2	.060	.01	
15	732.94	137,813	+0	33.1	0.0	14.1	13.0	8.2	6.0	.0	20.0	.130	.07	
16	733.05	138,080	+267	18.2	0.0	283.2	11.4	8.3	7.0	.0	7.7	.050	1.40	
17	733.65	139,540	+1,460	1,117.8	0.0	371.0	11.4	8.3	6.0	.0	3.1	.020	1.82	
18	733.78	139,860	+320	356.5	0.0	4.1	12.2	8.4	6.0	.0	14.0	.090	.02	
19	733.83	139,983	+123	178.3	0.0	.0	20.8	8.3	6.0	.0	20.2	.130	.00	
20	733.86	140,057	+74	111.4	0.0	.0	21.4	8.4	6.0	.0	1.6	.010	.00	
21	733.91	140,180	+123	179.9	0.0	2.0	21.2	8.4	6.0	.0	23.3	.150	.01	
22	733.96	140,303	+123	165.7	0.0	.0	22.1	8.4	6.0	.0	6.2	.040	.00	
23	734.17	140,820	+517	322.4	0.0	238.0	20.2	8.4	7.0	.0	7.8	.050	1.16	
24	734.45	141,510	+690	744.5	0.0	.0	21.3	8.4	6.0	.0	18.8	.120	.00	
25	734.61	141,904	+394	427.9	5.9	.0	21.7	8.4	5.0	.0	4.7	.030	.00	
26	734.71	142,153	+249	297.2	0.0	4.1	21.6	8.4	5.0	.0	17.3	.110	.02	
27	734.78	142,328	+175	221.9	6.0	.0	21.6	8.4	4.0	.0	18.9	.120	.00	
28	734.84	142,478	+150	202.9	6.0	.0	21.9	8.4	5.0	.0	23.6	.150	.00	
29	734.89	142,602	+124	186.2	6.0	.0	21.7	8.4	5.0	.0	33.1	.210	.00	
30	734.94	142,727	+125	179.6	6.0	.0	21.4	8.4	4.0	.0	26.8	.170	.00	
31	734.99	142,852	+125	184.6	0.5	.0	22.6	8.4	7.0	.0	22.1	.140	.00	
TOTAL (AF)			+5,185	5,115.4	52.2	1,649.2	722.8	250.0	177.0	.0	482.0	3.110	8.13	
(AVG)		139,352												

COMMENTS:

* COMPUTED INFLOW IS THE SUM OF CHANGE IN STORAGE, RELEASES, AND EVAPORATION MINUS PRECIP ON THE RESERVOIR SURFACE AND CCWA INFLOW.

DATA BASED ON 24-HOUR PERIOD ENDING 0800.

INDICATED OUTLETS RELEASE INCLUDE ANY LEAKAGE AROUND GATES.

UNITED STATES DEPARTMENT OF THE INTERIOR
 U.S. BUREAU OF RECLAMATION-CACHUMA PROJECT-CALIFORNIA

FEBRUARY 2020

LAKE CACHUMA DAILY OPERATIONS

RUN DATE: March 1, 2020

DAY	ELEV	STORAGE		COMPUTED* INFLOW AF.	CCWA INFLOW AF.	PRECIP ON RES. SURF. AF.	RELEASE - AF.			EVAP		PRECIP INCHES	
		IN LAKE	CHANGE				TUNNEL	HILTON CREEK	OUTLET	SPILLWAY	AF.		INCH
1	733.51	139,199											
1	733.50	139,174	-25	24.4	0.0	.0	21.2	6.5	6.0	.0	15.7	.100	.00
2	733.49	139,150	-24	24.4	0.0	.0	21.8	6.5	6.0	.0	14.1	.090	.00
3	733.45	139,053	-97	-43.0	0.0	.0	21.1	6.5	6.0	.0	20.4	.130	.00
4	733.42	138,980	-73	-8.0	0.0	.0	32.7	6.5	7.0	.0	18.8	.120	.00
5	733.40	138,931	-49	7.1	0.0	.0	38.9	6.5	6.0	.0	4.7	.030	.00
6	733.38	138,883	-48	20.7	0.0	.0	39.0	6.5	6.0	.0	17.2	.110	.00
7	733.36	138,834	-49	11.9	0.0	.0	39.0	6.5	6.0	.0	9.4	.060	.00
8	733.34	138,785	-49	16.0	0.0	.0	38.4	6.5	6.0	.0	14.1	.090	.00
9	733.33	138,761	-24	30.4	0.0	4.1	39.7	6.5	6.0	.0	6.3	.040	.02
10	733.31	138,712	-49	8.3	0.0	8.1	39.4	6.5	7.0	.0	12.5	.080	.04
11	733.29	138,664	-48	19.0	0.0	.0	38.9	6.5	6.0	.0	15.6	.100	.00
12	733.27	138,615	-49	6.4	0.0	.0	38.2	6.5	6.0	.0	4.7	.030	.00
13	733.24	138,542	-73	4.4	0.0	.0	38.4	6.5	6.0	.0	26.5	.170	.00
14	733.22	138,494	-48	19.6	0.0	.0	39.4	6.6	6.0	.0	15.6	.100	.00
15	733.20	138,445	-49	16.0	0.0	.0	40.0	6.5	6.0	.0	12.5	.080	.00
16	733.18	138,396	-49	21.0	0.0	.0	39.2	6.6	7.0	.0	17.2	.110	.00
17	733.16	138,348	-48	20.5	0.0	.0	37.2	6.6	6.0	.0	18.7	.120	.00
18	733.13	138,275	-73	-1.8	0.0	.0	40.0	6.5	6.0	.0	18.7	.120	.00
19	733.12	138,250	-25	45.7	0.0	.0	39.4	6.6	6.0	.0	18.7	.120	.00
20	733.10	138,202	-48	22.7	0.0	.0	38.4	6.6	7.0	.0	18.7	.120	.00
21	733.08	138,129	-73	-0.7	0.0	.0	39.5	6.5	6.0	.0	20.3	.130	.00
22	733.05	138,080	-49	33.4	0.0	.0	43.3	6.6	6.0	.0	26.5	.170	.00
23	733.02	138,007	-73	-6.4	0.0	.0	44.8	6.5	6.0	.0	9.3	.060	.00
24	732.99	137,934	-73	3.2	0.0	.0	43.4	6.6	6.0	.0	20.2	.130	.00
25	732.97	137,886	-48	42.6	0.0	.0	43.8	6.6	6.0	.0	34.2	.220	.00
26	732.95	137,837	-49	27.1	3.8	.0	44.0	6.6	6.0	.0	23.3	.150	.00
27	732.92	137,764	-73	2.8	0.0	.0	44.5	6.6	6.0	.0	18.7	.120	.00
28	732.90	137,715	-49	26.5	0.0	.0	44.3	6.5	6.0	.0	18.7	.120	.00
29	732.88	137,667	-48	44.4	0.0	.0	44.2	6.5	6.0	.0	35.7	.230	.00
TOTAL (AF)			-1,532	438.6	3.8	12.2	1,112.1	189.5	178.0	.0	507.0	3.250	.06
(AVG)		138,431											

COMMENTS:

* COMPUTED INFLOW IS THE SUM OF CHANGE IN STORAGE, RELEASES, AND EVAPORATION MINUS PRECIP ON THE RESERVOIR SURFACE AND CCWA INFLOW.

DATA BASED ON 24-HOUR PERIOD ENDING 0800.

INDICATED OUTLETS RELEASE INCLUDE ANY LEAKAGE AROUND GATES.



Santa Barbara County - Flood Control District

130 East Victoria Street, Santa Barbara CA 93101 - 805.568.3440 - www.countyofsb.org/pwd

Rainfall and Reservoir Summary

Updated 8am: 4/13/2020

Water Year: 2020

Storm Number: NA

Notes: Daily rainfall amounts are recorded as of 8am for the previous 24 hours. Rainfall units are expressed in inches. All data on this page are from automated sensors, are preliminary, and subject to verification.

*Each Water Year (WY) runs from Sept 1 through Aug 31 and is designated by the calendar year in which it ends

County Real-Time Rainfall and Reservoir Website link: <http://www.countyofsb.org/hydrology>

Rainfall	ID	24 hrs	Storm Oday(s)	Month	Year*	% to Date	% of Year*	AI
Buellton (Fire Stn)	233	0.00	0.00	2.74	15.18	96%	91%	
Cachuma Dam (USBR)	332	0.00	0.00	3.60	20.89	112%	106%	
Carpinteria (Fire Stn)	208	0.00	0.00	2.29	12.68	78%	73%	
Cuyama (Fire Stn)	436	0.00	0.00	2.44	8.67	124%	113%	
Figueroa Mtn. (USFS Stn)	421	0.01	0.00	4.60	20.90	104%	98%	5.6
Gibraltar Dam (City Facility)	230	0.00	0.00	5.48	24.41	98%	93%	5.9
Goleta (Fire Stn-Los Carneros)	440	0.00	0.00	2.76	14.08	81%	76%	
Lompoc (City Hall)	439	0.00	0.00	2.59	12.85	94%	88%	6.7
Los Alamos (Fire Stn)	204	0.00	0.00	2.81	14.98	104%	98%	
San Marcos Pass (USFS Stn)	212	0.05	0.00	7.14	27.52	85%	81%	
Santa Barbara (County Bldg)	234	0.00	0.00	2.70	16.17	93%	88%	
Santa Maria (City Pub.Works)	380	0.01	0.00	1.81	11.12	89%	83%	
Santa Ynez (Fire Stn /Airport)	218	0.00	0.00	3.23	15.10	102%	96%	
Sisquoc (Fire Stn)	256	0.00	0.00	2.57	13.16	93%	87%	

County-wide percentage of "Normal-to-Date" rainfall :

97%

County-wide percentage of "Normal Water-Year" rainfall :

91%

County-wide percentage of "Normal Water-Year" rainfall calculated assuming no more rain through Aug. 31, 2020 (End of WY2020).

AI (Antecedent Index / Soil Wetness)

6.0 and below = Wet (min. = 2.5)
 6.1 - 9.0 = Moderate
 9.1 and above = Dry (max. = 12.5)

Reservoirs

Reservoir Elevations referenced to NGVD-29.

**Cachuma is full and subject to spilling at elevation 750 ft.

However, the lake is surcharged to 753 ft. for fish release water.

(Cachuma water storage is based on Dec 2013 capacity revision)

	Spillway Elev. (ft)	Current Elev. (ft)	Max. Storage (ac-ft)	Current Storage (ac-ft)	Current Capacity (%)	Storage Change Mo.(ac-ft)	Storage Change Year*(ac-ft)
Gibraltar Reservoir	1,400.00	1,399.94	4,583	4,571	99.7%	-21	2,032
Cachuma Reservoir	753.**	739.45	193,305	154,300	79.8%	11,373	6,294
Jameson Reservoir	2,224.00	2,224.08	4,848	4,858	100.2%	509	211
Twitchell Reservoir	651.50	544.09	194,971	4,498	2.3%	2,203	-14,308

Click on Site for
Real-Time Readings



Santa Barbara County - Flood Control District

130 East Victoria Street, Santa Barbara, CA 93101 • (805) 568-3440 • www.countyofsb.org/pwd

Rainfall and Reservoir Summary

Updated 8am: 3/13/2020

Water Year: 2020

Storm Number: 14

Notes: Daily rainfall amounts are recorded as of 8am for the previous 24 hours. Rainfall units are expressed in inches. All data on this page are from automated sensors, are preliminary, and subject to verification.

*Each Water Year (WY) runs from Sept 1 through Aug 31 and is designated by the calendar year in which it ends

www.countyofsb.org/pwd <http://www.countyofsb.org/pwd>

Rainfall	ID	24 hrs	Storm 4(days)	Month	Year*	% to Date	% of Year*	AI
Buellton (Fire Stn)	233	0.00	2.05	2.16	9.66	70%	58%	
Cachuma Dam (USBR)	332	0.05	3.45	3.61	12.72	79%	64%	
Carpinteria (Fire Stn)	208	0.25	1.29	1.29	7.78	55%	45%	
Cuyama (Fire Stn)	436	0.01	0.87	0.87	4.71	79%	61%	
Figueroa Mtn (USFS Stn)	421	0.00	3.55	4.25	12.45	72%	58%	7.3
Gibraltar Dam (City Facility)	230	0.06	2.84	2.97	13.06	61%	50%	7.3
Goleta (Fire Stn-Los Cameros)	440	0.14	0.74	0.93	8.75	58%	47%	
Lompoc (City Hall)	439	0.01	1.00	1.37	7.81	66%	54%	8.0
Los Alamos (Fire Stn)	204	0.00	1.94	2.02	8.61	70%	56%	
San Marcos Pass (USFS Stn)	212	0.12	1.53	1.75	13.82	48%	41%	
Santa Barbara (County Bldg)	234	0.37	1.12	1.29	10.47	69%	57%	
Santa Maria (City Pub. Works)	380	0.00	1.28	1.45	6.58	61%	49%	
Santa Ynez (Fire Stn/Airport)	218	0.03	1.52	1.71	8.55	67%	54%	
Sisquoc (Fire Stn)	256	0.00	1.59	1.79	7.41	62%	49%	

County-wide percentage of "Normal-to-Date" rainfall :

66%

County-wide percentage of "Normal Water-Year" rainfall :

53%

County-wide percentage of "Normal Water-Year" rainfall calculated assuming no more rain through Aug. 31, 2020 (End of WY2020).

AI (Antecedent Index / Soil Wetness)

6.0 and below = Wet (min. = 2.5)

6.1 - 9.0 = Moderate

9.1 and above = Dry (max. = 12.5)

Reservoirs

Reservoir Elevations referenced to NGVD-29

**Cachuma is full and subject to spilling at elevation 750 ft

However, the lake is surcharged to 753 ft. for fish release water.

(Cachuma water storage is based on Dec 2013 capacity revision)

Click on Site for Real-Time Readings	Spillway	Current	Max.	Current	Current	Storage	Storage
	Elev. (ft)	Elev. (ft)	Storage (ac-ft)	Storage (ac-ft)	Capacity (%)	Change Mo.(ac-ft)	Change Year*(ac-ft)
Gibraltar Reservoir	1,400.00	1,385.98	4,583	1,920	41.9%	262	-619
Cachuma Reservoir	753.**	732.94	193,305	137,812	71.3%	243	-10,194
Jameson Reservoir	2,224.00	2,215.68	4,848	3,861	79.6%	-7	-786
Twitchell Reservoir	651.50	537.03	194,971	1,666	0.9%	0	-17,140

[Previous Rainfall and Reservoir Summaries](#)

CIMIS Daily Report

Rendered in ENGLISH Units.

Sunday, March 1, 2020 - Sunday, April 5, 2020

Printed on Monday, April 6, 2020

Santa Ynez - Central Coast Valleys - Station 64

Date	ETo (In)	Precip (In)	Sol Rad (Ly/day)	Avg Vap Pres (mBars)	Max Air Temp (°F)	Min Air Temp (°F)	Avg Air Temp (°F)	Max Rel Hum (%)	Min Rel Hum (%)	Avg Rel Hum (%)	Dew Point (°F)	Avg Wind Speed (mph)	Wind Run (miles)	Avg Soil Temp (°F)
3/1/2020	0.08	0.18	320	8.7	60.4	40.1	47.8	98	44	77	41.0	3.3	78.9	61.0
3/2/2020	0.13	0.00	467	7.7	70.0	38.1	50.6	100	21	62	37.9	3.7	89.2	59.7
3/3/2020	0.14	0.00	488	7.8	77.9	30.2	50.8	97	19	62	38.3	2.9	68.5	59.1
3/4/2020	0.14	0.00	487	10.5	74.5	34.1	53.5	100	43	75	45.8	3.0	71.0	59.7
3/5/2020	0.12	0.00	429	12.1	76.5	48.5	57.2	99	34	76	49.7	3.3	78.7	61.0
3/6/2020	0.12	0.00	447	11.4	75.4	44.8	54.7	100	42	78	48.1	3.9	94.2	62.0
3/7/2020	0.10	0.02	361	10.7	61.3	42.3	53.1	99	55	78	46.2	3.7	88.6	62.2
3/8/2020	0.13	0.00	458	8.4	62.6	36.1	50.5	100	43	67	40.1	3.4	82.2	61.3
3/9/2020	0.09	0.00	230	9.7	68.5	45.8	57.5	78	47	60	43.8	4.7	111.6	60.8
3/10/2020	0.07	0.49	273	14.0	67.9	53.6 Y	58.2	100	70	84	53.5	4.7	113.4	60.8
3/11/2020	0.06	1.36	256	14.3	67.1	52.0	57.5	100	65	89	54.2	2.7	64.2	60.5
3/12/2020	0.05	0.07	232	13.1	68.1	47.3	56.4	100	60	84	51.8	2.8	66.5	60.4
3/13/2020	0.12	0.00	451	13.0	60.8	51.9	55.9	99	74	85	51.5	5.9	142.0	60.2
3/14/2020	0.06	0.09	264	11.7	59.3	50.8	54.0	90	71	82	48.6	4.4	104.5	60.0
3/15/2020	0.08	0.60	305	11.1	61.0	48.4	53.0	99	56	81	47.4	4.1	98.4	59.3
3/16/2020	0.03	2.20	167	10.6	55.5	37.4	48.3	100	77	92	46.0	4.5	107.0	56.5
3/17/2020	0.09	0.13	366	8.8	56.7	37.4	46.5	100	55	81	41.1	3.8	91.2	53.8
3/18/2020	0.14	0.00	549 R	8.5	60.9	32.7	47.3	100	48	77	40.4	4.4	106.7	53.7
3/19/2020	0.09	0.02	349	9.6	59.8	40.6	50.4	97	54	77	43.4	3.2	77.7	54.5
3/20/2020	0.06	0.01	252	11.0	61.3	43.8	52.1	100	61	83	47.1	3.3	80.2	54.9
3/21/2020	0.13	0.00	477	11.2	64.6	44.9	54.2	100	55	78	47.6	3.6	86.5	55.5
3/22/2020	0.07	0.63	266	12.2	64.9	45.7	55.4	100	56	81	49.7	3.8	92.1	56.3
3/23/2020	0.12	0.04	467	12.2	63.7	47.4	55.0	100	64	83	49.9	3.5	83.5	56.8
3/24/2020	0.11	0.00	404	11.4	61.4	45.8	53.7	95	67	81	48.1	3.7	88.2	57.8
3/25/2020	0.14	0.02	503	9.3	62.1	40.9	49.4	100	50	77	42.6	3.8	91.1	57.5
3/26/2020	0.14	0.00	524	7.9	58.4	33.9	45.8	100	50	76	38.5	4.2	101.7	56.8
3/27/2020	0.16	0.00	567	8.3	61.8	36.4	49.0	96	46	70	39.6	5.1	123.4	55.8
3/28/2020	0.14	0.00	504	9.3	65.4	34.7	49.8	100	41	76	42.7	3.4	80.5	55.7
3/29/2020	0.14	0.00	464	10.5	65.1	41.4	53.4	100	45	75	45.7	4.1	98.4	56.6
3/30/2020	0.17	0.00	582	11.6	72.1	46.0	56.2	97	45	76	48.6	3.8	90.9	57.4
3/31/2020	0.18	0.00	559	10.9	84.0	40.3	60.1	100	27	62	46.9	3.5	83.0	58.7
Tots/Avgs	3.40	5.86	402	10.6	65.5	42.4	52.8	98	51	77	45.7	3.8	91.4	58.3

Santa Ynez - Central Coast Valleys - Station 64

Date	ETo (In)	Precip (In)	Sol Rad (Ly/day)	Avg Vap Pres (mBars)	Max Air Temp (°F)	Min Air Temp (°F)	Avg Air Temp (°F)	Max Rel Hum (%)	Min Rel Hum (%)	Avg Rel Hum (%)	Dew Point (°F)	Avg Wind Speed (mph)	Wind Run (miles)	Avg Soil Temp (°F)
4/1/2020	0.17	0.00	588	11.6	71.5	43.1	54.9	99	58	79	48.5	4.0	96.4	59.8
4/2/2020	0.18	0.00	595	8.9	72.7	41.6	53.6	96	27	63	41.5	3.8	91.2	60.0
4/3/2020	0.18	0.00	605	8.6	70.0	34.1	50.5	98	34	69	40.8	4.0	94.8	59.8
4/4/2020	0.15	0.00	556	10.7	66.4	42.7	53.9	97	53	76	46.4	3.7	89.8	59.8
4/5/2020	0.09	2.65 H	380	12.5	59.6	51.2	53.8	97	81	89	50.5	4.5	107.3	60.3
Tots/Avgs	0.77	2.65	545	10.5	68.0	42.5	53.3	97	51	75	45.5	4.0	95.9	59.9

Flag Legend		
A - Historical Average	I - Ignore	R - Far out of normal range
C or N - Not Collected	M - Missing Data	S - Not in service
H - Hourly Missing or Flagged	Q - Related Sensor Missing	Y - Moderately out of range

CIMIS Daily Report

Rendered in ENGLISH Units.

Saturday, February 1, 2020 - Sunday, March 1, 2020

Printed on Monday, March 2, 2020

Santa Ynez - Central Coast Valleys - Station 64

Date	ETo (in)	Prcip (in)	Sol Rad (Ly/day)	Avg Vap Pres (mBars)	Max Air Temp (°F)	Min Air Temp (°F)	Avg Air Temp (°F)	Max Rel Hum (%)	Min Rel Hum (%)	Avg Rel Hum (%)	Dew Point (°F)	Avg Wind Speed (mph)	Wind Run (miles)	Avg Soil Temp (°F)
2/1/2020	0.10	0.00	362	9.3	82.5	34.7	53.9	100	28	65	42.5	1.9	45.0	55.0
2/2/2020	0.08	0.00	277	9.2	86.7	39.7	50.2	100	31	74	42.3	4.9	116.9	55.6
2/3/2020	0.12	0.00	361	4.4	59.5	31.6	46.1	77	15	41	24.0	6.1	147.2	54.7
2/4/2020	0.08	0.00	374	4.8	59.0	22.9	39.1	91	30	59	26.0	2.5	59.8	53.0
2/5/2020	0.08	0.00	329	5.2	63.6	24.5	41.3	94	23	58	27.9	2.3	55.9	52.2
2/6/2020	0.09	0.00	371	8.0	82.0	29.2	48.6	100	40	74	38.9	2.8	60.2	52.4
2/7/2020	0.09	0.00	367	10.0	76.8	39.8	49.7	100	41	82	44.6	2.9	88.9	53.8
2/8/2020	0.08	0.00	356	10.6	65.4	32.0	49.0	100	61	90	46.0	3.2	77.5	55.1
2/9/2020	0.04	0.04	182	10.1	60.5	35.1	48.2	100	58	88	44.9	2.6	62.1	55.7
2/10/2020	0.12	0.00	369	6.0	71.4	31.9	48.7	100	17	51	31.6	4.2	101.2	54.3
2/11/2020	0.11	0.00	403	6.0	71.3	28.1	47.9	95	18	53	31.4	2.8	67.9	54.1
2/12/2020	0.10	0.00	395	8.8	69.4	29.5	48.0	99	-46	76	41.1	2.9	69.2	54.5
2/13/2020	0.09	0.00	372	10.1	68.6	40.3	50.5	100	43	81	44.9	2.7	63.9	55.4
2/14/2020	0.09	0.00	361	10.4	67.9	39.6	50.3	100	50	83	45.5	3.3	80.1	56.4
2/15/2020	0.10	0.00	375	10.4	71.0	38.8	51.6	100	41	80	45.6	3.5	84.8	57.0
2/16/2020	0.11	0.00	399	10.5	75.8	39.0	52.9	100	39	77	45.9	3.2	77.4	57.7
2/17/2020	0.12	0.00	386	9.8	77.9	41.9	55.1	100	25	68	44.0	3.5	83.0	58.3
2/18/2020	0.12	0.00	401	9.4	74.3	37.9	52.6	100	35	69	43.0	2.7	84.4	58.5
2/19/2020	0.10	0.00	382	10.4	71.6	40.7	51.7	100	42	79	45.5	3.5	84.2	58.9
2/20/2020	0.13	0.00	427	8.3	77.5	34.5	52.9	100	23	61	39.8	2.9	89.4	59.1
2/21/2020	0.17 R	0.00	503 R	8.3	79.2	26.9	57.9	90	20	51	39.8	4.0	95.3	59.6
2/22/2020	0.07	0.00	266	10.9	65.3	48.3	56.1	92	54	71	46.8	4.1	96.1	60.6
2/23/2020	6.10	0.00	380	11.0	66.9	45.7	54.6	93	50	76	47.1	3.6	86.4	60.0
2/24/2020	6.13	0.00	422	9.1	81.3	40.9	56.6	100	19	58	42.0	3.2	77.1	60.4
2/25/2020	0.14	0.00	457	7.4	82.3	35.8	56.6	85	19	47	36.9	2.6	61.7	60.7
2/26/2020	0.15	0.00	456	6.5	81.1	33.8	55.6	93	14	43	33.6	2.9	70.5	61.0
2/27/2020	0.11	0.00	330	7.6	80.7	33.9	55.3	89	17	51	37.5	2.0	48.5	60.7
2/28/2020	0.13	0.00	361	7.6	84.7 Y	42.7	59.0	89	10	45	37.5	2.7	65.9	60.6
2/29/2020	6.12	0.00	437	10.3	70.8	44.1	53.7	96	49	73	45.4	4.3	102.9	61.2
Totl/Avg	3.07	0.04	375	8.6	71.9	36.5	51.4	96	33	66	40.1	3.2	77.4	57.1

Santa Ynez - Central Coast Valleys - Station 64

Date	ETo (in)	Prcip (in)	Sol Rad (Ly/day)	Avg Vap Pres (mBars)	Max Air Temp (°F)	Min Air Temp (°F)	Avg Air Temp (°F)	Max Rel Hum (%)	Min Rel Hum (%)	Avg Rel Hum (%)	Dew Point (°F)	Avg Wind Speed (mph)	Wind Run (miles)	Avg Soil Temp (°F)
3/1/2020	0.08	0.18	320	8.7	60.4	40.1	47.8	98	44	77	41.0	3.3	78.9	61.0
Totl/Avg	0.08	0.18	320	8.7	60.4	40.1	47.8	98	44	77	41.0	3.3	78.9	61.0

Flag Legend		
A - Historical Average	I - Ignore	R - Far out of normal range
C or N - Not Collected	M - Missing Data	S - Not in service
H - Hourly Missing or Flagged Data	Q - Related Sensor Missing	Y - Moderately out of range
Conversion Factors		
Ly/day/2.065=W/sq.m	inches * 25.4 = mm	(F-32) * 5/9 = C
mph * 0.447 = m/s	mBars * 0.1 = kPa	miles * 1.60934 = km



CENTRAL COAST WATER AUTHORITY

MEMORANDUM

TO: Ray Stokes, Executive Director
Lisa Long, Controller

April 9, 2020

FROM: Julie Baker

SUBJECT: REVISED - Monthly Water Deliveries

[Note: This Revised Delivery Report is for the month of March, 2020. Please discard previous March report]

According to the CCWA revenue meters at each turnout, the following deliveries were made during the month of March, 2020:

Table with 2 columns: Project Participant, Delivery Amount (acre-feet). Rows include Chorro, López, Shandon, Guadalupe, Santa Maria, Golden State Water Co., Vandenberg, Buellton, Solvang, Santa Ynez ID#1, Bradbury, and TOTAL.

In order to reconcile these deliveries with the DWR revenue meter, which read 1118 acre-feet, the following delivery amounts should be used for billing purposes:

Table with 2 columns: Project Participant, Delivery Amount (acre-feet). Rows include Chorro, López, Shandon, Guadalupe, Santa Maria, Golden State Water Co., Vandenberg, Buellton, Solvang, Santa Ynez ID#1, Bradbury, and TOTAL.

*Golden State Water Company delivered 0 acre-feet into its system through the Santa Maria turnout. This delivery is recorded by providing a credit of 0 acre-feet to the City of Santa Maria and a charge in the same amount, to the Golden State Water Company.

Notes: Santa Ynez ID#1 water usage is divided into 0 acre-feet of Table A water and 0 acre-feet of exchange water.

The exchange water is allocated as follows

<u>Project Participant</u>	<u>Exchange Amount (acre-feet)</u>
Goleta	0
Santa Barbara	0
Montecito	0
Carpinteria	0
TOTAL	0

Bradbury Deliveries into Lake Cachuma are allocated as follows:

<u>Project Participant</u>	<u>Delivery Amount (acre-feet)</u>
Carpinteria	0
Goleta	0
La Cumbre	52
Montecito	0
Morehart	2
Santa Barbara	0
Raytheon	4
TOTAL	58

JAB

cc: Tom Bunosky, GWD
James Luongo, Golden State WC
Rebecca Bjork, City of Santa Barbara
Daryl Smith, MWD
Janet Gingras, COMB
Craig Kesler, San Luis Obispo County
Paeter Garcia, Santa Ynez RWCD ID#1
Shad Springer, City of Santa Maria
Shannon Sweeney, City of Guadalupe
Robert MacDonald, Carpinteria Valley WD
Mike Peña, City of Guadalupe
Mike Alvarado, La Cumbre Mutual WC
Alex Keuper, CVWD
Pernell Rush, Vandenberg AFB
Nick Turner, Montecito WD
Laura Menahen, Montecito WD
Matt van der Linden, City of Solvang

**REVIEW AND APPROVAL OF
DELIVERY RECORDS AND ASSOCIATED
CALCULATIONS**



John Brady
Deputy Director, Operations and Engineering
Central Coast Water Authority



CENTRAL COAST WATER AUTHORITY
MEMORANDUM

TO: Ray Stokes, Executive Director
Lisa Long, Controller

FROM: Julie Baker

SUBJECT: Monthly Water Deliveries

March 4, 2020

According to the CCWA revenue meters at each turnout, the following deliveries were made during the month of February, 2020:

<u>Project Participant</u>	<u>Delivery Amount (acre-feet)</u>
Chorro.....	154.30
López.....	65.10
Shandon.....	0.00
Guadalupe.....	19.14
Santa Maria.....	520.51
Golden State Water Co.....	0.00
Vandenberg.....	212.50
Buellton.....	12.74
Solvang.....	45.85
Santa Ynez ID#1.....	0.00
Bradbury.....	3.91
TOTAL.....	1034.05

In order to reconcile these deliveries with the DWR revenue meter, which read 1043 acre-feet, the following delivery amounts should be used for billing purposes:

<u>Project Participant</u>	<u>Delivery Amount (acre-feet)</u>
Chorro.....	156
López.....	66
Shandon.....	0
Guadalupe.....	19
Santa Maria.....	520*
Golden State Water Co.....	5*
Vandenberg.....	214
Buellton.....	13
Solvang.....	46
Santa Ynez ID#1.....	0
Bradbury.....	4
TOTAL.....	1043

*Golden State Water Company delivered 5 acre-feet into its system through the Santa Maria turnout. This delivery is recorded by providing a credit of 5 acre-feet to the City of Santa Maria and a charge in the same amount, to the Golden State Water Company.

Notes: Santa Ynez ID#1 water usage is divided into 0 acre-feet of Table A water and 0 acre-feet of exchange water.

The exchange water is allocated as follows

<u>Project Participant</u>	<u>Exchange Amount (acre-feet)</u>
Goleta	0
Santa Barbara	0
Montecito	0
Carpinteria	0
TOTAL	0

Bradbury Deliveries into Lake Cachuma are allocated as follows:

<u>Project Participant</u>	<u>Delivery Amount (acre-feet)</u>
Carpinteria	0
Goleta	0
La Cumbre	0
Montecito	0
Morehart	4
Santa Barbara	0
Raytheon	0
TOTAL	4

JAB

cc: Tom Bunosky, GWD
James Luongo, Golden State WC
Rebecca Bjork, City of Santa Barbara
Daryl Smith, MWD
Janet Gingras, COMB
Craig Kesler, San Luis Obispo County
Paeter Garcia, Santa Ynez RWCD ID#1
Shad Springer, City of Santa Maria
Shannon Sweeney, City of Guadalupe
Robert MacDonald, Carpinteria Valley WD
Mike Peña, City of Guadalupe
Mike Alvarado, La Cumbre Mutual WC
Alex Keuper, CVWD
Pernell Rush, Vandenberg AFB
Nick Turner, Montecito WD
Laura Menahen, Montecito WD
Matt van der Linden, City of Solvang

**REVIEW AND APPROVAL OF
DELIVERY RECORDS AND ASSOCIATED
CALCULATIONS**



John Brady
Deputy Director, Operations and Engineering
Central Coast Water Authority

Paeter Garcia

From: Lisa F. Watkins <lhw@ccwa.com>
Sent: Wednesday, April 8, 2020 2:46 PM
To: Lisa F. Watkins
Cc: Ray Stokes; Stephanie Hastings
Subject: CCWA Upcoming video conference Board meetings

CCWA Board members,

We hope you are all well and safe during this difficult time.

As we are moving into our new social distancing reality, CCWA has been preparing for our April Board meeting, which will be taking place via video conference. We have been using a program available through our new phone system called Zoom, and have addressed the issues recently publicized regarding disruptions and unauthorized access during virtual meetings.

That being said, we would like to be sure that Board members have the ability to participate, and can view the presentations CCWA staff may have. It will be possible to access the meeting through either a smart phone or computer using the Zoom portal. If any of you have any concerns regarding your ability to remotely log in to the meeting and view materials, we'll be happy to work with you in advance to ensure you can participate on the morning of the meeting.

Please contact me and we can walk through a test of your system.

Lisa Watkins
Office Manager
Central Coast Water Authority
255 Industrial Way
Buellton, CA 93427
805.697.5219
lhw@ccwa.com



A Meeting of the

BOARD OF DIRECTORS
OF THE
CENTRAL COAST WATER AUTHORITY

will be held at 9:00 a.m., on Thursday, February 27, 2020
at 255 Industrial Way, Buellton, California

Eric Friedman
Chairman

Ed Andrisek
Vice Chairman

Ray A. Stokes
Executive Director

Brownstein Hyatt
Farber Schreck
General Counsel

Member Agencies

City of Buellton

Carpinteria Valley
Water District

City of Guadalupe

City of Santa Barbara

City of Santa Maria

Goleta Water District

Montecito Water District

Santa Ynez River Water
Conservation District
Improvement District #1

Associate Member

La Cumbre Mutual
Water Company

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

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

III. **Consent Calendar**

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

IV. **Executive Director’s Report**

- A. CCWA Water Supply Situation Report
- * B. DWR Response to CCWA Request for Increased Cost Oversight
- * C. Legislative Report
- * D. Request for Change to Timing and Format for Board Meeting Materials

V. **Closed Session**

- A. **CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2): 3 potential cases.

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

- * A. City of Santa Barbara Appointment of Eric Friedman as Board Member and Kristen Sneddon as Board Alternate

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

- A. CCWA FY 20/21 Preliminary Budget

VIII. **Date of Next Regular Meeting: March 26, 2020**

IX. **Adjournment**



A REGULAR MEETING OF THE OPERATING COMMITTEE
of the
CENTRAL COAST WATER AUTHORITY

will be held at 9:00 a.m., on Thursday, March 12, 2020
at 255 Industrial Way, Buellton, California

Eric Friedman
Chairman

Ed Andrisek
Vice Chairman

Ray A. Stokes
Executive Director

Brownstein Hyatt
Farber Schreck
General Counsel

Member Agencies

City of Buellton

Carpinteria Valley
Water District

City of Guadalupe

City of Santa Barbara

City of Santa Maria

Goleta Water District

Montecito Water District

Santa Ynez River Water
Conservation District,
Improvement District #1

Associate Member

La Cumbre Mutual
Water Company

- I. Call to Order and Roll Call
II. Public Comment - (Any member of the public may address the Committee relating to any matter within the Committee's jurisdiction. Individual Speakers may be limited to five minutes; all speakers to a total of fifteen minutes.)
III. * Approve Minutes of the January 9, 2020 Operating Committee Meeting
IV. Executive Director's Report
A. Operations Update
B. CCWA Water Supply Situation Report
* C. Siemens Energy & Environmental Solution Proposal for Solar Power Installation at the WTP and 20 Year Power Purchase Agreement
* D. Delta Conveyance Project Contract Amendment Negotiations Update
E. State Water Project Contract Assignment Status Report
* F. Warren Act Contract Renewal
* G. Ernst & Young Audit Report and Findings on the DWR Statement of Charges
* H. CCWA FY 2020/21 Preliminary Budget
V. Closed Session
A. CLOSED SESSION: CONFERENCE WITH REAL PROPERTY NEGOTIATOR(S)
Government Code section 54956.8
Negotiator: Executive Director
Property: State Water Project water
Negotiating Parties: State Water Contractors (Central Coast Water Authority on behalf of the Santa Barbara County Flood Control and Water Conservation District) and the California Department of Water Resources
Under negotiation: Price & Terms
VI. Reports from Committee Members for Information Only
VII. Date of Next Regular Meeting: July 9, 2020
VIII. Adjournment

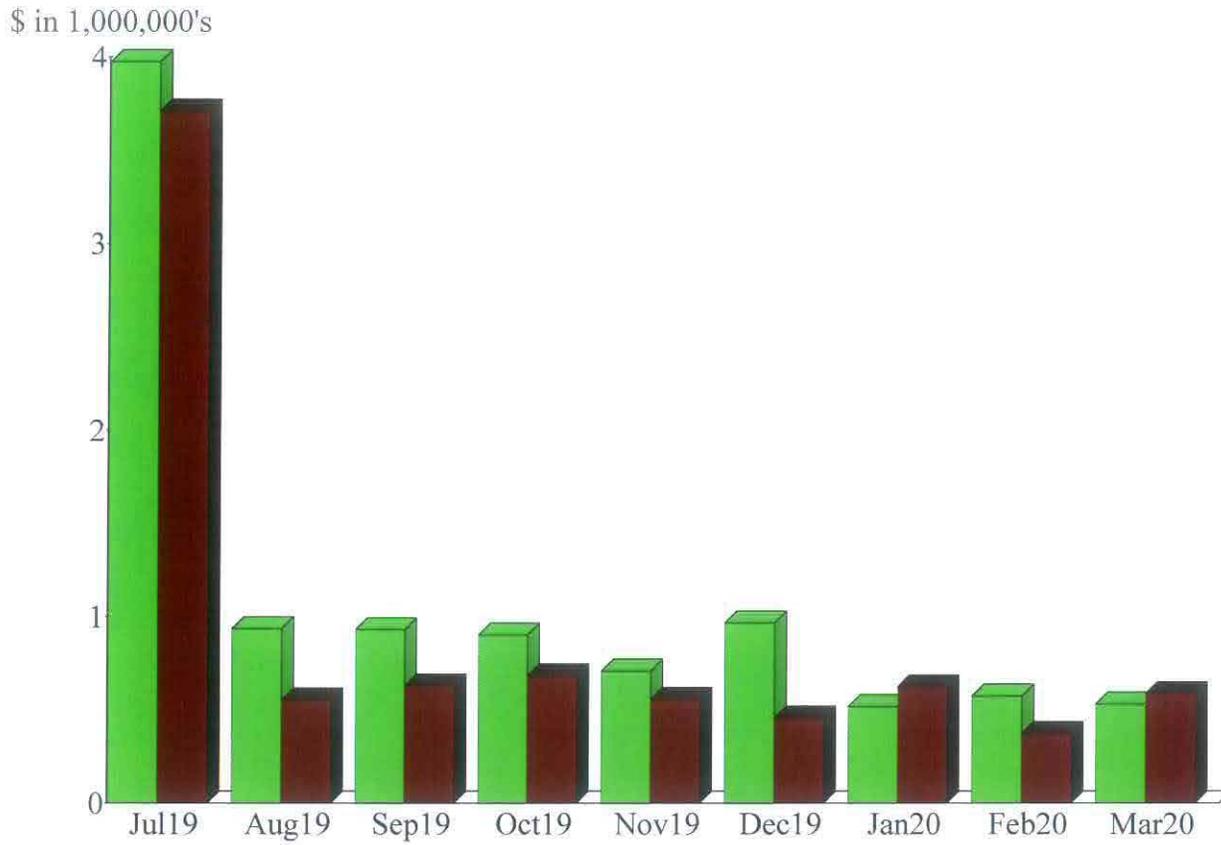
255 Industrial Way
Buellton, CA 93427
(805) 688-2292
Fax (805) 696-4700
www.ccwa.com

- * The CCWA FY 2020/21 Preliminary Budget has been provided to Committee members and is available on-line at CCWA.com, if you require a hard copy please contact Lisa Watkins at lfw@ccwa.com
* Indicates attachment of document to agenda packet

Handwritten signature and date 7/25/20

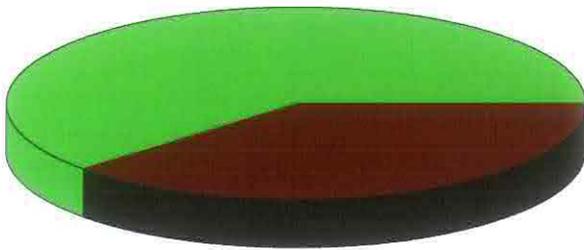
Income and Expense by Month
July 2019 through March 2020

Income
Expense



Income Summary
July 2019 through March 2020

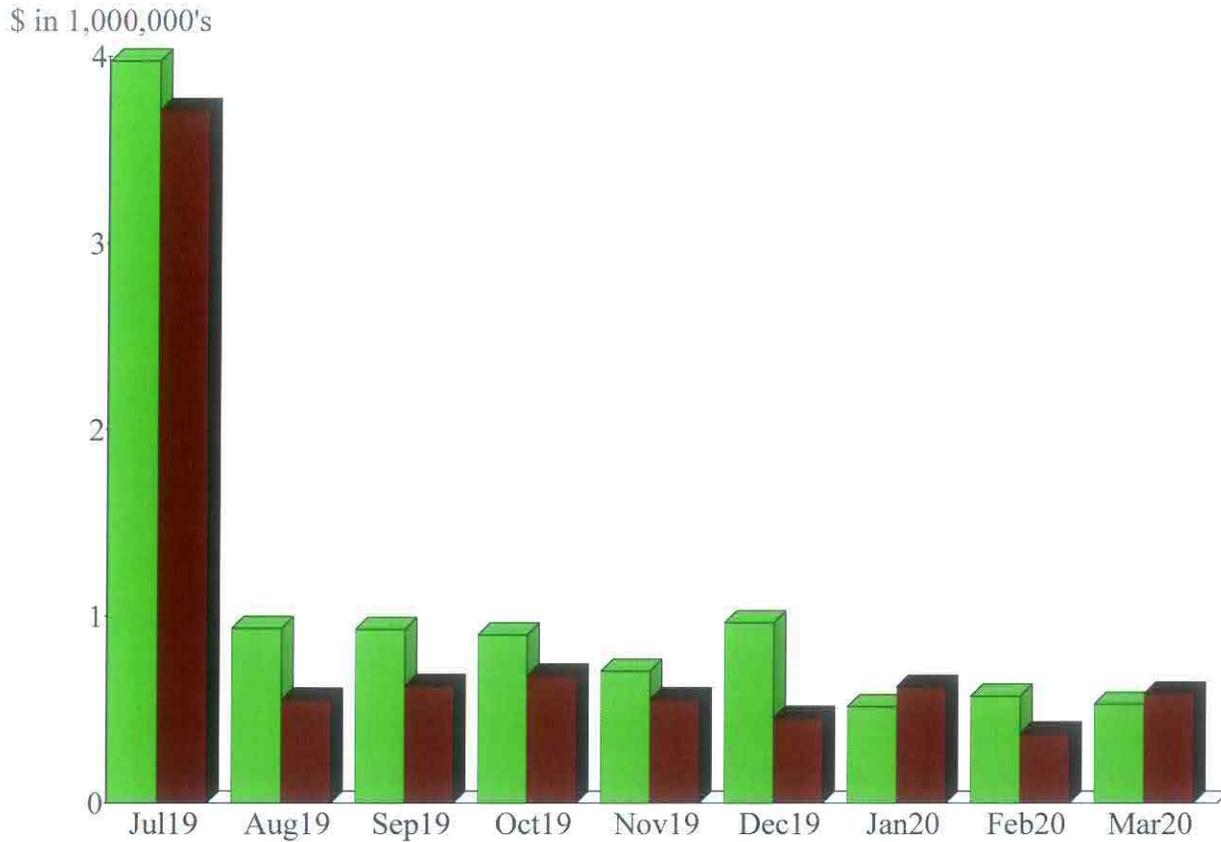
600000 · SERVICE & SALES REVENUE	61.94%
625000 · ASSESSMENTS, FEES & OTHER	38.06
Total	\$10,039,691.99



By Account

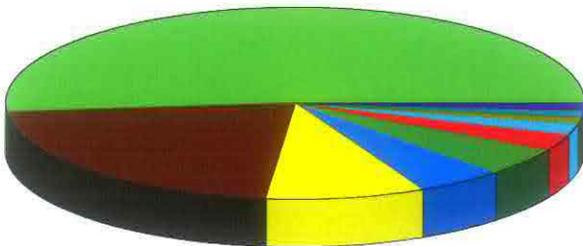
Income and Expense by Month
July 2019 through March 2020

Income
Expense



Expense Summary
July 2019 through March 2020

702000	SOURCE OF SUPPLY EXPENSE	51.71%
770000	GENERAL & ADMIN EXPENSE	21.96
750000	TRANSMISSION & DIST. EXPEN	9.05
725000	PUMPING EXPENSES	4.98
900100	Constr in Progress CY	4.83
900370	Capital Expense - CY	2.78
825000	STUDIES	2.00
710000	INFRASTRUCTURE EXPENSES	1.22
800000	LEGAL/ENGINEERING	1.17
740000	WATER TREATMENT EXPENSES	0.31
4000	Reconciliation Discrepancies	0.01
Total		\$8,169,383.04



By Account

Santa Ynez River Water Conservation District ID #1
Statement of Revenues & Expenses
March 2020

	Mar 20	Feb 20	% Change	Jul '19 - Mar 20
Ordinary Income/Expense				
Income				
600000 · SERVICE & SALES REVENUE				
WATER SALES INCOME				
601000 · Water Sales - Agri.	52,523.72	60,928.93	-13.8%	777,565.36
602000 · Water Sales - Domestic	283,344.85	312,489.44	-9.33%	3,382,177.57
602100 · Water Sales - RRLmtd Ag.	143,527.45	163,785.24	-12.37%	1,827,487.88
602200 · Water Sales - Cach Pk	675.45	1,015.74	-33.5%	11,672.58
604000 · Water Sales - Temp.	0.00	-152.00	100.0%	4,169.35
606000 · Water Sales - Solvang	4,469.71	4,469.71	0.0%	57,132.33
608000 · Water Sales - On-Demand	1,134.62	1,134.62	0.0%	12,397.20
611500 · Fire Service Fees	9,720.90	9,603.00	1.23%	88,021.50
Total WATER SALES INCOME	495,396.70	553,274.68	-10.46%	6,160,623.77
SERVICE INCOME				
611100 · New Service Fees	0.00	7,798.44	-100.0%	11,544.29
611200 · Reconnection Fees	2,025.00	2,175.00	-6.9%	19,273.00
611900 · New Fire Services	0.00	0.00	0.0%	3,040.00
612400 · Penalties	1,566.66	1,804.87	-13.2%	24,242.96
Total SERVICE INCOME	3,591.66	11,778.31	-69.51%	58,100.25
Total 600000 · SERVICE & SALES REVENUE	498,988.36	565,052.99	-11.69%	6,218,724.02
625000 · ASSESSMENTS, FEES & OTHER				
611600 · Capital Facilities Chrg.	0.00	4,047.39	-100.0%	11,596.99
620000 · OTHER REVENUES				
624300 · Gain/Loss-Asset Disposal	0.00	0.00	0.0%	1,000.00
Total 620000 · OTHER REVENUES	0.00	0.00	0.0%	1,000.00
620006 · Reimbursed Field Labor	0.00	860.75	-100.0%	1,414.96
620008 · Reimbursed Admin Labor	0.00	162.11	-100.0%	216.08
624000 · Miscellaneous Revenue	29,336.32	770.25	3,708.68%	34,772.07
625200 · Administrative Fees	1,075.00	1,000.00	7.5%	9,652.00
627000 · Tax Revenue - Secured	0.00	0.00	0.0%	463,387.50
628000 · INTEREST INCOME				
629000 · Interest Income - LAIF	0.00	0.00	0.0%	145,965.37
629100 · Interest Income -PIMMA	1,683.14	1,464.16	14.96%	9,504.35
630000 · Interest Income - Cking	3.84	1.55	147.74%	24.22
630100 · Interest Income - SY Ind	0.00	0.00	0.0%	4.06
Total 628000 · INTEREST INCOME	1,686.98	1,465.71	15.1%	155,498.00
634100 · Insurance Claims	0.00	0.00	0.0%	1,781.59
890100 · SWP Pmt. from Solvang	0.00	0.00	0.0%	3,141,648.78
Total 625000 · ASSESSMENTS, FEES & OTHER	32,098.30	8,306.21	286.44%	3,820,967.97
Total Income	531,086.66	573,359.20	-7.37%	10,039,691.99

Santa Ynez River Water Conservation District ID #1
Statement of Revenues & Expenses

March 2020

	Mar 20	Feb 20	% Change	Jul '19 - Mar 20
Cost of Goods Sold				
702000 · SOURCE OF SUPPLY EXPENSES				
703000 · Cach. Water Entitlement	9,595.23	9,595.23	0.0%	174,210.13
704000 · State Water	92,205.18	92,205.18	0.0%	895,454.47
705000 · Ground Water Charges	0.00	0.00	0.0%	5,512.21
706000 · Cloudseeding Program	0.00	0.00	0.0%	374.00
707000 · River Well Field Licenses	0.00	0.00	0.0%	13,496.73
860000 · Solvang-SWPmt	0.00	0.00	0.0%	3,134,935.89
Total 702000 · SOURCE OF SUPPLY EXPENSES	101,800.41	101,800.41	0.0%	4,223,983.43
710000 · INFRASTRUCTURE EXPENSES				
711000 · Maintenance - Wells	85.58	1,922.76	-95.55%	43,680.18
712000 · Maintenance - Mains	3,834.15	60.41	6,246.88%	25,667.42
713000 · Maintenance - Reservoirs	97.77	0.00	100.0%	3,144.14
714000 · Maintenance - Structures	0.00	13.95	-100.0%	583.03
717000 · Bradbury Dam SOD	0.00	0.00	0.0%	26,975.88
Total 710000 · INFRASTRUCTURE EXPENSES	4,017.50	1,997.12	101.17%	100,050.65
725000 · PUMPING EXPENSES				
726000 · Pumping Expense (Power)	16,609.91	24,768.22	-32.94%	397,056.58
730000 · Maintenance - Structures	0.00	0.00	0.0%	9,413.31
732000 · Maintenance - Equipmt.	0.00	345.50	-100.0%	737.50
Total 725000 · PUMPING EXPENSES	16,609.91	25,113.72	-33.86%	407,207.39
740000 · WATER TREATMENT EXPENSES				
744000 · Chemicals	4,328.03	0.00	100.0%	16,933.19
747000 · Maintenance - Structures	0.00	0.00	0.0%	117.36
748000 · Maintenance - Equipment	0.00	0.00	0.0%	845.19
748100 · Water Treatment - Equipm	15.70	0.00	100.0%	1,501.26
748200 · Water Sampling/Monitor	0.00	0.00	0.0%	1,362.73
749000 · Water Analysis	0.00	260.00	-100.0%	4,740.00
Total 740000 · WATER TREATMENT EXPENSES	4,343.73	260.00	1,570.67%	25,499.73
750000 · TRANSMISSION & DIST. EXPENSES				
799501 · Uniforms T&D	1,942.94	1,056.40	83.92%	11,163.41
775401 · ACWA - Health Ins. (T&D)	20,148.91	16,062.73	25.44%	154,886.26
775201 · ACWA - Delta Dental (T&D)	789.28	577.04	36.78%	5,938.32
775301 · ACWA - Vision (T&D)	154.55	120.13	28.65%	1,201.98
751000 · Labor	49,784.08	50,344.82	-1.11%	419,481.81
751100 · Labor / Vacation	1,335.46	1,257.07	6.24%	24,359.60
751200 · Labor / Sick Leave	327.39	367.06	-10.81%	12,267.68
752000 · Materials/Supplies				
752100 · Safety Equipment	1,351.62	2,549.02	-46.98%	4,714.99
752000 · Materials/Supplies - Other	1,234.15	116.18	962.27%	3,931.95
Total 752000 · Materials/Supplies	2,585.77	2,665.20	-2.98%	8,646.94
753000 · SCADA Maintenance	540.00	580.00	-6.9%	2,765.00
754000 · Small Tools	125.91	576.29	-78.15%	13,777.74
754100 · Small Tools - Repairs	135.96	0.00	100.0%	284.23

Santa Ynez River Water Conservation District ID #1
Statement of Revenues & Expenses

March 2020

	Mar 20	Feb 20	% Change	Jul '19 - Mar 20
755000 · Transportation	4,995.13	6,181.97	-19.2%	51,169.34
756000 · Meter Services	252.84	6,040.53	-95.81%	11,467.54
756100 · Meter Services - Repair	1,163.45	496.53	134.32%	10,797.58
757000 · Road Contracts	0.00	0.00	0.0%	54.00
758100 · Meter Reading (Sensus)	0.00	0.00	0.0%	1,517.37
759000 · Maintenance - Structures	55.45	62.02	-10.59%	292.04
760000 · Fire Hydrants	24.51	17.22	42.33%	1,436.70
762000 · Backhoe-Maintenance	0.00	0.00	0.0%	992.58
763000 · Generators/Maintenance	5,137.99	0.00	100.0%	6,711.17
Total 750000 · TRANSMISSION & DIST. EXPENSES	89,499.62	86,405.01	3.58%	739,211.29
Total COGS	216,271.17	215,576.26	0.32%	5,495,952.49
Gross Profit	314,815.49	357,782.94	-12.01%	4,543,739.50
Expense				
4000 · Reconciliation Discrepancies	0.00	0.00	0.0%	0.10
770000 · GENERAL & ADMIN EXPENSES				
774000 Workers Comp. - Ins.	6,975.44	0.00	100.0%	20,059.27
6560 · Payroll Expenses	34.00	514.00	-93.39%	748.00
772000 · State Unemp. - Claims	0.00	2,345.99	-100.0%	5,082.99
775000 · PERS - Retirement	23,825.82	23,710.09	0.49%	221,040.26
775200 · ACWA - Dental (Admin)	692.60	692.60	0.0%	6,564.48
775300 · ACWA - Vision (Admin)	137.34	137.34	0.0%	1,289.73
775400 · ACWA - Medical Insurance(Admin)	19,112.09	19,112.09	0.0%	163,102.88
776400 · Admin Leave - Exempt Employees	0.00	0.00	0.0%	3,644.56
777000 · Salaries - Administrative Staff	70,478.32	67,245.87	4.81%	710,769.53
777100 · Salaries / Vacation	1,251.42	3,844.67	-67.45%	36,075.15
777200 · Salaries / Sick Leave	3,533.13	2,436.68	45.0%	15,760.04
777300 · Admin - Sick Hr.Rate	37.29	186.45	-80.0%	93,191.26
777400 · Admin.- Vac. Hr.Rate	186.45	186.45	0.0%	44,840.60
778000 · Training, Travel & Conferences	479.00	48.75	882.56%	13,329.94
779000 · Dues,Subscrip,Certif.	0.00	1,067.13	-100.0%	28,727.27
780000 · Building Maintenance	632.54	998.59	-36.66%	3,302.91
781000 · Office Supplies	3,379.10	982.70	243.86%	9,173.54
781100 · Computer Supply/Training/Softwr	1,194.52	33.39	3,477.48%	6,152.76
782000 · Postage & Printing	6,749.04	3,894.18	73.31%	40,210.48
783000 · Utilities	755.87	807.10	-6.35%	8,190.42
784000 · Telephone	1,209.41	1,148.44	5.31%	10,580.34
785000 · Special Services	2,373.86	713.67	232.63%	9,829.35
785100 · Government Fees	3,615.00	459.31	687.05%	15,776.31
786000 · Insurance & Bonds	900.03	900.03	0.0%	33,673.73
787000 · Payroll Taxes	9,655.62	9,611.84	0.46%	90,447.53
788000 · Audit - Expenses				
788100 · General Accounting	0.00	299.00	-100.0%	5,301.00
788000 · Audit - Expenses - Other	0.00	0.00	0.0%	28,638.74
Total 788000 · Audit - Expenses	0.00	299.00	-100.0%	33,939.74

Santa Ynez River Water Conservation District ID #1
Statement of Revenues & Expenses

March 2020

	Mar 20	Feb 20	% Change	Jul '19 - Mar 20
789000 · Legal - Expenses Gen.	3,199.50	2,798.07	14.35%	40,552.28
790000 · Gen/Prfsnl Consultant Expenses	481.25	0.00	100.0%	12,871.05
791000 · Planning & Research	3,000.00	217.20	1,281.22%	5,424.30
792000 · Bad Debts	0.00	0.00	0.0%	113.97
793000 · Office Equip. Service Contracts	2,602.44	2,423.50	7.38%	27,170.23
794000 · Interest Expenses	0.00	0.00	0.0%	36,462.35
794100 · Annual Fee - Bond Fund	0.00	0.00	0.0%	1,375.00
797000 · Trustee Fees	800.00	2,400.00	-66.67%	19,560.00
799000 · Miscellaneous Expenses/Vendors	1,847.63	1,758.65	5.06%	21,485.58
799500 · Uniform Service	307.72	0.00	100.0%	1,340.80
799525 · Gardening Service	240.00	240.00	0.0%	2,327.02
799600 · Customer Refunds	64.13	-15.45	515.08%	-453.66
Total 770000 · GENERAL & ADMIN EXPENSES	169,750.56	151,198.33	12.27%	1,793,731.99
Total Expense	169,750.56	151,198.33	12.27%	1,793,732.09
Net Ordinary Income	145,064.93	206,584.61	-29.78%	2,750,007.41
Other Income/Expense				
Other Expense				
800000 · LEGAL/ENGINEERING				
800100 · Legal - BHFS				
800101 · SWRCB 94-5 Hearing (BHFS)	1,022.00	2,152.32	-52.52%	5,445.32
800102 · Sustainable Grndwtr Mgmt Act	5,809.68	0.00	100.0%	6,459.71
Total 800100 · Legal - BHFS	6,831.68	2,152.32	217.41%	11,905.03
800200 · Legal -BB&K/Consultants				
800201 · NMFS Biop Recon/Stlhd Rcvry Pln	615.50	219.00	181.05%	29,385.35
800202 · SWRCB 94-5 Hearing (BBK)	0.00	0.00	0.0%	10,250.04
Total 800200 · Legal -BB&K/Consultants	615.50	219.00	181.05%	39,635.39
800300 · Engineering	0.00	651.75	-100.0%	4,750.28
800500 · Unanticipated Spc Legal Expense	4,192.15	-71,499.07	105.86%	39,082.19
Total 800000 · LEGAL/ENGINEERING	11,639.33	-68,476.00	117.0%	95,372.89
825000 · STUDIES				
825400 · CCRB (Shared Consultants)				
825401 · Joint Bio Op Recon.-Consultants	0.00	933.42	-100.0%	50,361.59
825402 · Joint SWRCB - Stet/Han/Entrix	414.75	1,949.87	-78.73%	10,140.92
Total 825400 · CCRB (Shared Consultants)	414.75	2,883.29	-85.62%	60,502.51
825500 · Hydrology SYR;RiverWare-Stetson	0.00	0.00	0.0%	89.50
825600 · SB Co Water Agency				
825601 · Integrated Regional Water Man.	0.00	300.00	-100.0%	1,546.71
825600 · SB Co Water Agency - Other	0.00	0.00	0.0%	4,737.15
Total 825600 · SB Co Water Agency	0.00	300.00	-100.0%	6,283.86
825700 · Other	0.00	0.00	0.0%	7,458.87
825800 · BiOp Implementation	0.00	0.00	0.0%	0.43
826000 · System Capacity/Cap Impv Plan	474.00	5,207.61	-90.9%	88,698.14
825000 · STUDIES - Other	0.00	0.00	0.0%	0.00
Total 825000 · STUDIES	888.75	8,390.90	-89.41%	163,033.31

Santa Ynez River Water Conservation District ID #1
Statement of Revenues & Expenses
 March 2020

	Mar 20	Feb 20	% Change	Jul '19 - Mar 20
900100 · Constr in Progress CY				
900311 · Chlorine Blg @ Wells	98.11	3,015.76	-96.75%	14,719.44
900332 · Water Treatment Plant/Fac	0.00	0.00	0.0%	49,948.03
900106 · Rehab/Rplc - Trans. Mains/Lats	180,079.51	2,972.83	5,957.51%	201,403.83
900170 · Well Field-6.0 CFS	0.00	0.00	0.0%	22,647.00
900171 · 4.CFS Wll Field	0.00	0.00	0.0%	20,992.00
900198 · Meadowlark BPS	0.00	0.00	0.0%	59,737.00
900350 · Uplands Wells	0.00	0.00	0.0%	24,769.57
Total 900100 · Constr in Progress CY	180,177.62	5,988.59	2,908.68%	394,216.87
900370 · Capital Expense - CY				
900318 · Meter Replace/Utility Billing	0.00	29,780.85	-100.0%	113,974.66
900371 · Office Building/Shop Improvemen	2,521.26	9,051.79	-72.15%	15,980.04
900372 · Office Furn., Computers & Equip	0.00	1,181.25	-100.0%	8,276.84
900373 · Fleet Vehicle Addition/Replace	0.00	0.00	0.0%	0.00
900376 · Communications/Telemetry-SCADA	5,011.03	19,642.21	-74.49%	33,373.24
900378 · Mjr. Tools, Shop & Garage Equip	0.00	0.00	0.0%	55,470.61
Total 900370 · Capital Expense - CY	7,532.29	59,656.10	-87.37%	227,075.39
Total Other Expense	200,237.99	5,559.59	3,501.67%	879,698.46
Net Other Income	-200,237.99	-5,559.59	-3,501.67%	-879,698.46
Net Income	-55,173.06	201,025.02	-127.45%	1,870,308.95

Warrant List for Board Approval

February 19 through March 18, 2020

Date	Num	Name	Amount
Feb 19 - Mar 18, 20			
02/28/2020	22933	ACWA/JPIA - Health	38,414.46
03/10/2020	22934	Void	0.00
03/09/2020	22935	Joe Come'	264.00
03/10/2020	22936	S Y River Water Conservation District	3,509.22
03/18/2020	22937	All Around Landscape Supply/SiteOne	208.30
03/18/2020	22938	Ameravant Inc.	89.00
03/18/2020	22939	Aramark Uniform Serv Inc.	1,297.56
03/18/2020	22940	Autosys, Inc.	2,340.00
03/18/2020	22941	B of A Business Card Services-AGM	2,799.53
03/18/2020	22942	B of A Business Card Services-GM2	572.75
03/18/2020	22943	Bartlett, Pringle & Wolf, LLP	1,283.50
03/18/2020	22944	BasicData Business Printing	259.03
03/18/2020	22945	Bell, McAndrews & Hiltachk, LLP	1,350.93
03/18/2020	22946	Bertin Pulido	240.00
03/18/2020	22947	Best Best & Krieger LLP	6,284.11
03/18/2020	22948	Brownstein,Hyatt,Farber, Schreck	5,800.07
03/18/2020	22949	Buellflat Rock Company, Inc.	682.49
02/28/2020	EFT	CA State Disbursement Unit - Feb 2020	1,013.00
02/28/2020	EFT	CalPERS-Feb 2020	28,427.74
03/18/2020	22950	Cachuma O & M Board	212,556.95
03/18/2020	22951	Central Coast Water-Authority/Solvang	26,074.28
03/18/2020	22952	CIO Solutions, LP	3,154.30
03/18/2020	22953	Clinical Lab of San Bernardino Inc.	14,130.00
03/18/2020	22954	Coastal Copy	318.74
03/18/2020	22955	Comcast	295.01
03/18/2020	22956	Continental Utility Solutions, Inc.	105.34
03/18/2020	22957	County of SB PW Trans	95.00
03/18/2020	22958	D.L. Electric, Inc.	1,330.50
03/18/2020	22959	Dana Perlman	64.13
03/18/2020	22960	Dig Safe Board	23.52
03/18/2020	22961	DMV Renewal	149.00
03/18/2020	22962	Echo Communications	235.80
02/28/2020	EFT	Employment Dev. Dept. - Feb 2020	7,204.21
03/18/2020	22963	Empire Cleaning Supply	404.66
03/18/2020	22964	FedEx	18.16
03/18/2020	22965	Harrison Hardware Inc	580.85
03/18/2020	22966	Hazen and Sawyer	19,265.00
03/18/2020	22967	Hopkins Technical Products, Inc	3,015.76
03/18/2020	22968	ICONIX Waterworks (US) Inc.	7,656.98
03/18/2020	22969	Inklings Printing Co.	27.48
03/18/2020	22970	Iron Mountain	71.78
03/18/2020	22971	IVR Technology Group, LLC	81.53
03/18/2020	22972	Jan-Pro Cleaning Systems	200.00
03/18/2020	22973	JANO Printing & Mailworks	3,303.20

Santa Ynez River Water Conservation District ID #1

Warrant List for Board Approval

February 19 through March 18, 2020

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
03/18/2020	22974	Jim Vreeland Ford	150.21
03/18/2020	22975	Lee Central Coast Newspapers	947.13
02/28/2020	EFT	Lincoln - February 2020	1,650.00
03/18/2020	22976	MarBorg Industries	98.04
03/18/2020	22977	McCormix Corp	2,662.70
02/28/2020	EFT	Mechanics Bank - Feb 2020 Payroll Taxes	33,059.51
03/18/2020	22978	Mission Ready Mix	1,534.85
03/18/2020	22979	MRK INC - Santa Ynez Paint	146.67
03/18/2020	22980	Newport Group, Inc.	3,000.00
03/18/2020	22981	Nextel/Sprint Communications	34.99
03/18/2020	22982	Nielsen Building Materials Inc	1,803.60
03/18/2020	22983	O'reilly Auto Parts	118.79
03/18/2020	22984	P G & E	26,177.67
03/18/2020	22985	Praxair Distribution Inc	32.85
02/28/2020	EFT	Payroll - February 2020	87,643.79
03/18/2020	22986	Quadient	392.48
03/18/2020	22987	Quill	408.04
03/18/2020	22988	Red Wing Shoes	200.00
03/18/2020	22989	Rich's Performance Diesel	2,223.34
03/18/2020	22990	SB County EHS/CUPA	3,520.00
03/18/2020	22991	Schneider Electric Systems USA, Inc.	17,882.21
03/18/2020	22992	Sensus USA Inc.	1,715.95
03/18/2020	22993	SM FAMCON PIPE SUPPLY	838.46
03/18/2020	22994	Sousa Tire Service, LLC	833.59
03/18/2020	22995	Stradling Yocca Carlson & Rauth	118.50
03/18/2020	22996	SYCSD	78.01
03/18/2020	22997	The Gas Company	54.31
03/18/2020	22998	Todd Pipe & Supply	103.96
03/18/2020	22999	Trustee/ Brad Joos	200.00
03/18/2020	23000	Trustee/ Harlan Burchardi	200.00
03/18/2020	23001	Trustee/ Jeff Clay	800.00
03/18/2020	23002	Underground Service Alert	105.70
03/18/2020	23003	United Rentals	1,885.63
03/18/2020	23004	USA Bluebook	4,312.74
03/18/2020	23005	Verizon Wireless	843.43
03/18/2020	23006	Waste Management of Santa Maria	274.48
03/18/2020	23007	William J Brennan	300.00
03/18/2020	23008	Central Coast Water Authority	289,571.09
		Grand Total	\$ 881,120.59

Feb 19 - Mar 18, 20

Santa Ynez River Water Conservation District ID #1

Warrant List for Board Approval

March 19 through April 21, 2020

Date	Num	Name	Amount
Mar 19 - Apr 21, 20			
03/31/2020	23009	ACWA/JPIA - Health	42,747.30
04/21/2020	23010	ACWA/JPIA - Workers Comp.	6,975.44
04/21/2020	23011	All American Drilling, Inc.	9,327.00
04/21/2020	23012	All Around Landscape Supply/SiteOne	859.59
04/21/2020	23013	Ameravant Inc.	276.50
04/21/2020	23014	Aquapulse Chemicals, LLC	4,328.03
04/21/2020	23015	Aramark - Misc.	307.72
04/21/2020	23016	Aramark Uniform Serv Inc.	1,069.21
04/21/2020	23017	Autosys, Inc.	2,330.00
04/21/2020	23018	B of A Business Card Services-CD	349.99
04/21/2020	23019	B of A Business Card Services-AGM	1,421.14
04/21/2020	23020	B of A Business Card Services-GM2	799.66
04/21/2020	23021	Bartlett, Pringle & Wolf, LLP	299.00
04/21/2020	23022	Bertin Pulido	240.00
04/21/2020	23023	Best Best & Krieger LLP	4,352.71
04/21/2020	23024	Brownstein, Hyatt, Farber, Schreck	7,865.65
04/21/2020	23025	Buellflat Rock Company, Inc.	1,136.33
03/31/2020	EFT	CA State Disbursement Unit - March 2020	1,013.00
03/31/2020	EFT	CalPERS - March 2020	28,601.43
04/21/2020	23026	CDW Direct	3,221.03
04/21/2020	23027	CIO Solutions, LP	2,469.55
04/21/2020	23028	Clinical Lab of San Bernardino Inc.	260.00
04/21/2020	23029	Co of SB-Public Works-Water Agency	621.88
04/21/2020	23030	Coastal Copy	236.91
04/21/2020	23031	Comcast	300.08
04/21/2020	23032	Continental Utility Solutions, Inc.	109.75
04/21/2020	23033	D.L. Electric, Inc.	345.50
04/21/2020	23034	Dig Safe Board	23.52
03/31/2020	EFT	Employment Dev Dept/March 2020 Payroll Taxes	7,223.70
04/21/2020	23035	Echo Communications	165.40
04/21/2020	23036	Empire Cleaning Supply	814.64
04/21/2020	23037	FedEx	17.82
04/21/2020	23038	Harrison Hardware Inc	868.64
04/21/2020	23039	Hazen and Sawyer	3,785.61
04/21/2020	23040	ICONIX Waterworks (US) Inc.	6,425.59
04/21/2020	23041	Iron Mountain	71.51
04/21/2020	23042	IVR Technology Group, LLC	73.45
04/21/2020	23043	Jan-Pro Cleaning Systems	1,586.00
04/21/2020	23044	JANO Printing & Mailworks	5,475.96
04/21/2020	23045	JV Outdoor Power Equipment	122.45
03/31/2020	EFT	Lincoln National Life	1,850.00
04/21/2020	23046	MarBorg Industries	181.74
03/31/2020	EFT	Mechanics Bank/March Payroll Taxes	33,287.07
04/21/2020	23047	McCormix Corp	2,780.33

Warrant List for Board Approval

March 19 through April 21, 2020

Date	Num	Name	Amount
04/21/2020	23048	Mission Ready Mix	2,247.49
04/21/2020	23049	MRK INC - Santa Ynez Paint	35.55
04/21/2020	23050	Nextel/Sprint Communications	34.99
04/21/2020	23051	Nielsen Building Materials Inc	1,052.97
04/21/2020	23052	O'reilly Auto Parts	152.52
04/21/2020	23053	Oliveras Repair Inc	184.13
03/31/2020	EFT	Payroll - March 2020	88,247.03
04/21/2020	23054	P G & E	22,495.54
04/21/2020	23055	Praxair Distribution Inc	31.55
04/21/2020	23056	Quadient Finance USA, Inc - Postage	999.50
04/21/2020	23057	Quill	321.82
04/21/2020	23058	Quinn Company	5,137.99
04/21/2020	23059	Red Wing Shoes	357.13
04/21/2020	23060	Rich's Performance Diesel	173.09
04/21/2020	23061	Rio Vista Chevrolet	92,945.54
04/21/2020	23062	Stetson Engineers Inc	2,073.75
04/21/2020	23063	Steve's Wheel & Tire	1,016.94
04/21/2020	23064	Stradling Yocca Carlson & Rauth	118.50
04/21/2020	23065	SYCSD	78.01
04/21/2020	23066	The Gas Company	42.26
04/21/2020	23067	Tierra Contracting, Inc.	170,369.75
04/21/2020	23068	Trustee/ Brad Joos	200.00
04/21/2020	23069	Trustee/ Jeff Clay	600.00
04/21/2020	23070	Trustee/ Lori Parker	200.00
04/21/2020	23071	Trustee/ Michael Burchardi	200.00
04/21/2020	23072	Underground Service Alert	71.05
04/21/2020	23073	USA Bluebook	1,645.53
04/21/2020	23074	Verizon Wireless	844.42
04/21/2020	23075	Waste Management of Santa Maria	290.12

Mar 19 - Apr 21, 20

Grand Total \$ 578,785.00



Date: April 21, 2020

To: Board of Trustees

From: Paeter E. Garcia
General Manager

Subject: Consider Adoption of Resolution No. 798 Establishing a Policy Regarding Suspension of Water Service for Nonpayment and Amending the District's Rules and Regulations to Incorporate the Policy

STAFF REPORT

BACKGROUND AND OVERVIEW

On September 28, 2018, Governor Jerry Brown approved Senate Bill 998 (SB 998), the Water Shutoff Protection Act (the Act), which requires all urban and community water systems, such as the Santa Ynez River Water Conservation District, Improvement District No.1 (District), to adopt a written policy regarding the discontinuation of residential water service for nonpayment. The Act requires the written policy to include certain information and requires water providers to extend the delinquency period for at least **60 days** before residential water service may be disconnected. The requirements of the Act apply to the District beginning in April 2020.

The provisions of SB 998 were added to Division 104, Part 12, Chapter 6 (commencing with Section 116900) of the California Health and Safety Code. Under the Act, the District's written policy regarding the discontinuation of residential water service must include all of the following: (1) a plan for deferred or reduced payments; (2) alternative payment schedules; (3) a formal mechanism for a customer to contest or appeal a bill; and (4) a telephone number for a customer to contact the District to discuss options for averting discontinuation of residential service for nonpayment. Upon adoption the written policy must be made available on the District's website.

As noted above, a key element of the Act is that water systems are now prohibited from discontinuing residential water service for nonpayment until a customer's payment has been delinquent for at least 60 days. No less than seven (7) days before discontinuing service, the District must notify the account holder in writing or by telephone and provide various information to the customer regarding the pending shutoff and possible ways to avoid it. For various reasons, including but not limited to administrative efficiency, the

District has always provided written notifications regarding pending shutoffs, and that practice should continue.

Under the Act, the District's written shutoff notices for residential water service must now provide a list of specific information, as follows:

- the customer's name and address;
- the amount of the delinquency;
- the date by which payment or arrangement for payment is required in order to avoid discontinuation of residential water service;
- a description of the process to apply for an extension of time to pay the delinquent charges; and
- a description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including amortization of the delinquent residential service charges.

If the mailing address for the customer of record is not the address to which residential water service is provided, the District must also send notice to the address of the property being served. Furthermore, where the District is informed that tenants or other occupants reside in the property being served rather than the customer of record, the District must provide those residents with advance written notice of the pending discontinuation of water service, and inform them that they may have the right to become customers of the District without being required to pay the past due amounts on the delinquent account. Notably, the District's Policy and all written notices required under the Act must be provided in English, the five languages listed in Civil Code Section 1632 (Spanish, Chinese, Tagalog, Vietnamese, and Korean), and any other language that is spoken by 10 percent or more of the customers in the District's service area.

Another provision of the Act provides that the District may not discontinue residential water service for nonpayment (even after 60 days of delinquency) if **all** of the following conditions are met: (1) the customer or tenant of the customer provides certification from a primary care provider that discontinuation of water service would be life threatening, or pose a serious health and safety threat, to a resident of the premises; and (2) the customer demonstrates that he or she is financially unable to pay for residential water service within the District's normal billing cycle; and (3) the customer is willing to enter into an alternative payment arrangement. If all these conditions are met, and an alternative payment arrangement is entered with the customer, the District may discontinue service if the customer fails to comply with the payment arrangement for more than 60 days, or if the customer does not pay his or her current residential service charges for more than 60 days. In such cases, the District must post a final notice of discontinuation at the property address at least five business days prior to shutoff.

The Act also sets limits on the amount of the District's reconnection charge for customers who demonstrate a household income below 200 percent of the federal poverty level. Finally, the District will be required to report the number of annual disconnections of residential water service for nonpayment on the District's website and to the State Water Resources Control Board.

Staff has prepared the attached Policy Regarding Suspension of Water Service for Nonpayment (Policy) in accordance with the requirements of the Act. As with the District's other water service requirements and procedures, the Policy would be implemented through the District's Rules and Regulations. The attached Resolution No. 798 would adopt the new Policy and amend the District's Rules and Regulations to incorporate the Policy.

As noted in the Policy, the provisions of the Act are only required to apply to the District's water service accounts that are used to provide residential water service, including Domestic and Rural Residential/Limited Agriculture accounts that provide service to single-family residences, multifamily residences, mobile homes, and farmworker housing. Notwithstanding the limiting provisions of the Act, various portions of the Policy are written to apply to all of the District's accounts as a means of promoting administrative efficiency and parity among the District's Customers.

Current District Process for Water Service Suspensions and Resulting Changes Under New Policy

1. Currently, the District sends out approximately 2,700 water bills on a monthly basis.
 - No Change under New Policy. The District will continue to send water bills to Customers on a monthly basis.
2. In accordance with Article 1201 of the Rules and Regulations, all monthly water bills are due and payable upon being presented to the Customer and bills are considered Past Due if payment is not received by the District on or before the last business day of the month in which the bill was sent. All bills are mailed to customers during the first week of the month showing amounts and charges due for water used in the previous month. Bills are sent via regular and electronic mail to customers who have registered their email addresses with the District.
 - No Change under New Policy. Customer accounts will continue to be considered Past Due if not paid by the last business day of the month.
3. When a Customer does not pay his or her bill by the last business day of the month, the next bill that is generated shows both the current charges and the unpaid amount from the previous month as Past Due. This provides a first level of notice to the Customer regarding any Past Due amount on his or her account.
 - No Change under New Policy.
4. Customers are given an additional nine-day grace period to make payment on the Past Due amount on their accounts. If a Customer does not pay the Past Due amount on his or her account by the ninth day following the last business day of the previous month, a Shut-Off Notice is mailed to the Customer which includes the Past Due amount plus a 10 percent (10%) late penalty. This provides a second level of notice to the Customer regarding any Past Due amount.

- No Change under New Policy. Customers who do not pay Past Due amounts by the ninth day following the last business day of the previous month will continue to receive a Shut-Off Notice and a 10% late penalty.

5. The District's Shut-Off Notice specifies the date on which water service will be suspended if payment of the Past Due amount and penalty are not paid by the date and time set forth in the Shut-Off Notice. Currently, the date on which a Customer's water service will be suspended for nonpayment is set between 7 and 10 calendar days from when the Shut-Off Notice is mailed to the Customer. Thus, Customers currently have between 17 and 20 calendar days from the Past Due date to pay their water bill and late penalties before having their water service suspended for nonpayment.

- **Significant Change** under New Policy. Under the new Policy, the District will continue to send a Shut-Off Notice to Customers that fail to pay Past Due amounts and penalties by the ninth day following the last business day of the previous month.

However, under the Act, the District cannot suspend residential water service for nonpayment until a Customer's payment has been delinquent for at least 60 days. Therefore, the date on which a Customer's water service will be suspended for nonpayment will be set approximately 50 calendar days from when the initial Shut-Off Notice is mailed to the Customer. This extended time will comply with the new 60-day nonpayment period and also will allow time for the District to process requests for alternative payment options that Customers may now submit in accordance with the Act.

Furthermore, the Act limits the District's ability to suspend residential water service to a Customer whose health care provider certifies that the suspension will pose a serious threat to the health and safety of the Customer, and who can demonstrate that he or she is financially unable to pay for residential water service within the District's normal billing cycle, provided the Customer is willing to enter an alternative payment option with the District.

6. As a courtesy to Customers, two days prior to suspending water service on a Customer's account, the District sends an automated / recorded voice call to the Customer of record providing final notice of the impending suspension, thus providing a third and final opportunity for the Customer to pay the Past Due amount and avoid a suspension of water service.

- No Change under New Policy. Under the new Policy, Customers will continue to receive an automated / recorded voice call as a final notice and opportunity to avoid a suspension of water service.

7. If payment of the Past Due amount and penalty is not made in full by the final due date listed in the Shut-Off Notice, the District actually suspends water service to the property in question. Thereafter, the entire account balance, including penalties and a reactivation charge of \$75.00, is due and payable prior to restoring service.
 - Minor Change under New Policy. The District will continue to suspend water service to Customers that fail to pay the Past Due amount and penalty in full by the final due date listed in their Shut-Off Notice. As noted above, however, shut-off dates now will be extended to approximately 50 calendar days after the date when the initial Shut-Off Notice is mailed to the Customer. After water service has been suspended, Customers will continue to be required to pay their entire account balance, including penalties and a reactivation charge of \$75.00, prior to having service restored. For reactivation charges, the Act creates an exception for residential Customers who can demonstrate a household income below 200 percent of the federal poverty level, in which case the reconnection charge is limited to the actual costs of reconnection, not to exceed fifty dollars (\$50.00) during normal operating hours and one hundred fifty dollars (\$150.00) during non-normal operating hours.

As discussed above, the new Policy includes several other substantial changes to the District's process. For example, the Act requires the District's Shut-Off Notices to inform Customers of the process by which they can request alternative payment options such as deferred payments, amortization, or other alternative payment schedule. In addition, all notices required to be sent to Customers under the Act must be provided in English, Spanish, Chinese, Tagalog, Vietnamese, and Korean

It is important to note that the majority of the District's Customers pay their bills in full and on time. The number of Customers (including residential, agriculture, commercial, and learning institutions) that are Past Due averages 175 per month. The number of Customers that actually have their water service suspended for nonpayment ranges from about 5 to 10 each month. The new Policy required by Water Shutoff Protection Act would extend the time before the District can suspend water service for nonpayment.

RECOMMENDATION

Consider, approve, and adopt Resolution No. 798 Establishing a Policy for Suspending Water Service for Nonpayment and Amending the District's Rules and Regulations to Incorporate the Policy.

**POLICY REGARDING SUSPENSION
OF WATER SERVICE FOR NONPAYMENT**

[California Health & Safety Code §§ 116900-116926]

Adopted by Resolution No. 798 of the Board of Trustees of the Santa Ynez River Water Conservation District, Improvement District No.1 on April 21, 2020

1. **Application of Policy.** This Policy for Suspension of Water Service for Nonpayment ("Policy") is adopted by the Santa Ynez River Water Conservation District, Improvement District No.1 ("District") in accordance with the requirements of the California Water Shutoff Protection Act, California Health and Safety Code Section 116900 et seq. (the "Act"). Pursuant to the Act, this Policy is only required to apply to the District's water service accounts that are used to provide residential water service, including Domestic and Rural Residential/Limited Agriculture accounts that provide service to single-family residences, multifamily residences, mobile homes, and farmworker housing. Notwithstanding the limiting provisions of the Act, various portions of this Policy are written to apply to all of the District's accounts as a means of promoting administrative efficiency and parity among the District's Customers.

2. **Contact Information.** For questions or assistance regarding water bills issued by the District, or regarding options for averting suspension of residential water service, Customers may contact District staff via telephone at (805) 688-6015 or via email at general@syrwd.org. Customers may also visit the District's office in person at 3622 Sagunto Street, Santa Ynez, California 93460 during normal business hours (excepting holidays), Monday through Friday, from 9:00 a.m. to 5:00 p.m.

3. **Billing Period and Late Penalties.** Water bills issued by the District are due and payable to the District on or before the last business day of the month in which the bill is issued via mail and/or electronic mail. Bills not paid in full by the close of business on the due date are considered Past Due. Ten (10) calendar days after the Past Due date, the Customer will be sent a "Past Due and Pending Shutoff Notice" as further provided in Section 4.1 below, at which time a ten percent (10%) late penalty is assessed on the outstanding account balance. The District may consider Customer requests to waive a late penalty under extraordinary circumstances, provided that the request is made to the District no later than twenty (20) calendar days after the Past Due date, and provided further that a late penalty has not been waived for the requesting Customer within the previous twelve (12) month period. Decisions not to waive a late penalty are final and not subject to the review or appeal provisions of Section 6 below. The District will not assess a late penalty on a Past Due balance of twenty dollars (\$20.00) or less, where any balance at or below twenty dollars will be carried over and added to the Customer's account for the next billing period.

4. **Suspension of Water Service for Nonpayment.** If all or any portion of a water service bill is Past Due for sixty (60) calendar days, the District may suspend water service to the service address.

4.1 Written Notice to Customers and Occupants. The District will provide a mailed notice to the Customer of record no less than seven (7) business days before suspension of water services. Pursuant to Health and Safety Code section 116908(a), such written notice may be provided early in the 60-day delinquency period and in the form of the Past Due and Pending Shutoff Notice described in Section 3 above. If the Customer's address is not the address of the property to which service is provided, the notice also will be sent to the address of the property to which water service is provided, addressed to "Occupants," provided that the District

shall not be responsible for sending notice to a property address that does not receive mail delivery from the U.S. Postal Service. The notice(s) will contain:

- (a) the name and address of the Customer of record;
- (b) the amount of the Past Due amount, including applicable penalties;
- (c) the date by which payment in full must be made to avoid suspension of service;
- (d) the process and deadline by which the Customer may request in writing an extension of time to pay the Past Due amount, including applicable penalties, or request an alternative payment schedule, an amortization arrangement, a temporary deferral of payment, or a reduction of payment under Section 4.3 or Section 5.1 below;
- (e) the process by which the Customer may request review and appeal of the bill for water service;
- (f) information that residential tenants or occupants, if not the Customer of record, may have the right to become Customers of the District without being required to pay any Past Due amounts on the account; and
- (g) the District's contact information.

4.2 Residential Tenants or Occupants. In cases where residential water service is provided through an individual or master meter to tenants or occupants of a residential structure, mobile home, or farmworker housing, and the District is informed that the owner, landlord, manager, or operator of said residence(s) is the Customer of record instead of the tenants or occupants, the District will attempt to inform the residential tenants or occupants of said residence(s) by written notice, at least ten (10) calendar days prior to suspension of water service, that the account is Past Due and that water service to the residence(s) is subject to suspension. The written notice will be addressed to "Occupants" and may be provided as the Past Due and Pending Shutoff Notice as described in Section 3 above. The notice will inform the residential tenants or occupants that they may have the right to become Customers of the District without being required to pay any Past Due amounts on the delinquent account. Further terms and conditions for tenants or occupants to become Customers of the District are provided in Section 8 below.

4.3 Additional Courtesy Notices Prior to Suspension of Service. In cases where a water service bill remains Past Due for more than fifty (50) calendar days and written notice of possible suspension of service for nonpayment already has been provided to a Customer pursuant to Health and Safety Code section 116908, which prior notice may include the Past Due and Pending Shutoff Notice described in Section 3 above, the District may, in its sole and absolute discretion, attempt to provide additional courtesy notice prior to suspension of water service to the service address, where such additional courtesy notice may include a manual telephone call, an automated call, a door tag, or other means determined by the District.

4.4 Special Medical and Financial Circumstances Under Which Residential Water Service Will Not Be Suspended.

- (a) The District will not suspend residential water service for nonpayment if all of the following conditions are satisfied:

- (i) the Customer, or a tenant of the Customer, submits to the District the certification of a licensed primary care provider, as that term is defined in Section 14088(b)(1)(A) of the California Welfare and Institutions Code, that suspension of residential water service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided; and
 - (ii) the Customer demonstrates to the District through documentation that he or she is financially unable to pay for residential water service within the District's normal billing cycle, where the Customer is deemed financially unable to pay during the normal billing cycle if (a) any member of the Customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or (b) the Customer declares under penalty of perjury that the household's annual income is less than 200 percent of the federal poverty level; and
 - (iii) the Customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, with respect to all Past Due charges, including applicable penalties, subject to terms acceptable to the District.
- (b) Any Customer who receives a Past Due and Pending Shutoff Notice described in Section 4.1 and desires to avoid suspension of service under this Section 4.4 shall be responsible for contacting the District to establish all of the conditions and provide the documentation set forth in Section 4.4(a) above. The Customer must contact the District as soon as practicable after receiving the Past Due and Pending Shutoff Notice.
- (c) If all of the conditions set forth in Section 4.4(a)-(b) are satisfied by the Customer, the District may, in its sole and absolute discretion, offer one or more of the following payment options to the Customer, as further described in Sections 5.2 through 5.5 below:
- (i) participation in an alternative payment schedule;
 - (ii) amortization of the unpaid balance;
 - (iii) temporary deferral of payment; or
 - (iv) partial reduction of the unpaid balance, provided that no reduction shall result in additional charges to other ratepayers.
- (d) The terms, conditions, and any other parameters of a payment option(s) offered by the District to a Customer pursuant to this Section 4.4 shall be established by the District in its sole and absolute discretion.
- (e) The payment option and terms provided by the District will result in payment by the Customer of all Past Due amounts, including applicable

penalties, to the District within twelve (12) months; provided, however, that a longer period may be established to account for extraordinary circumstances.

- (f) Notwithstanding the provisions of Sections 4.4(a)-(e) above, the District may suspend residential water service to a Customer where: (i) for sixty (60) calendar days or more the Customer fails to comply with the terms of an alternative payment schedule, amortization agreement, or a deferral or reduction of payment plan provided by the District; or (ii) while undertaking an alternative payment schedule, amortization agreement, or a deferral or reduction of payment plan provided by the District, the Customer fails to pay his or her current residential service charges for sixty (60) calendar days or more. In such cases, the District will post a final notice of intent to suspend residential water service in a prominent and conspicuous location at the property at least five (5) business days prior to the suspension of service. Any final notice and suspension of service under this Section 4.4(f) shall not be required to provide the information already provided to the Customer under Section 4.1 above, and shall not be subject to the review or appeal provisions of Section 6 below.
- (g) District decisions under the provisions of this Section 4.4 shall be delegated to and made by the District's General Manager and/or his or her designee.

5. Alternative Payment Arrangements and Related Procedures.

5.1 Procedures for Customers to Request Payment Plan Options. Separate and distinct from alternative payment arrangements that may be offered by the District to a Customer pursuant to the provisions and conditions of Section 4.4 above, the District may, in its sole and absolute discretion, and in response to a written request submitted by a Customer to the District in accordance with this Policy, offer one or more of the following payment options to a Customer, based on emergency or other extraordinary circumstances, where the Customer is unable to pay his or her Past Due amount in full, including applicable penalties, by the due date: (i) participation in an alternative payment schedule; (ii) amortization of the unpaid balance; (iii) temporary deferral of payment; or (iv) partial reduction of the unpaid balance, provided that no reduction shall result in additional charges to other ratepayers.

- (a) Any Customer who receives a Past Due and Pending Shutoff Notice may submit a written request to the District to pay the entire Past Due amount, including applicable penalties, through an alternative payment option. The Customer's written request must be submitted to the District within fifteen (15) calendar days of the Customer's receipt of the Past Due and Pending Shutoff Notice. Requests not submitted within the 15-day time period are deemed untimely and need not be accepted, reviewed, or decided by the District. For purposes of this Section 5.1(a), the District's Past Due and Pending Shutoff Notice shall be deemed received by a Customer five (5) calendar days after being issued by the District, and a Customer's written request for an alternative payment option shall be deemed submitted by the Customer on the postmarked date if delivered by mail, and on the date of transmittal if delivered by electronic mail or personal service to the District's office during normal business hours. In

no case shall a Customer's request for an alternative payment option under the provisions of Sections 5.2 through 5.5 below require the District to offer or approve a payment option to the Customer.

- (b) The terms, conditions, and any other parameters of a payment option(s) offered by the District to a Customer pursuant to this Section 5.1 shall be established by the District in its sole and absolute discretion.
- (c) To the extent a payment option is offered by the District, the terms of the option will result in payment in full by the Customer of the entire Past Due amount, including applicable penalties, to the District within twelve (12) months; provided, however, that a longer period may be established to account for extraordinary circumstances.
- (d) Notwithstanding the provisions of Sections 5.1(a)-(c) above, the District may suspend water service to a Customer where: (i) for sixty (60) calendar days or more the Customer fails to comply with the terms of an alternative payment schedule, amortization arrangement, or a deferral or reduction of payment plan provided by the District; or (ii) while undertaking an alternative payment schedule, amortization arrangement, or a deferral or reduction of payment plan provided by the District, the Customer fails to pay his or her current service charges for sixty (60) calendar days or more. In such cases, the District will post a final notice of intent to suspend water service in a prominent and conspicuous location at the property at least five (5) business days prior to the suspension of service. Any final notice and suspension of service under this Section 5.1(d) shall not be required to provide the information already provided to the Customer under Section 4.1 above, and shall not be subject to the review or appeal provisions of Section 6 below.
- (e) District decisions under the provisions of this Section 5, and Sections 5.2 through 5.5 below, shall be delegated to and made by the District's General Manager and/or his or her designee.

5.2 Alternative Payment Schedule. If approved by the District under Section 4.4 or Section 5.1 above, a Customer's payment of his or her Past Due amount, including applicable penalties, may be paid pursuant to an alternative payment schedule not to exceed twelve (12) months. The alternative payment schedule may allow periodic lump-sum payments that do not coincide with and may be more or less frequent than the District's established due date for regular monthly bills. The Customer shall be required to pay the entire Past Due amount, including applicable penalties, in full by the due date established by the District and must otherwise remain current on all water service rates and charges accruing during any and all billing periods subsequent to the alternative payment schedule provided by the District. The alternative payment schedule will be set forth in writing to and signed by the Customer. As a general rule, while subject to the terms of an alternative payment schedule, a Customer may not request a separate alternative payment schedule, amortization, temporary deferral, or payment reduction for a separate Past Due amount.

5.3 Amortization. If approved by the District under Section 4.4 or Section 5.1 above, a Customer's payment of his or her Past Due amount, including applicable penalties, may be amortized over a period not to exceed twelve (12) months. If amortization is approved, the Past Due amount, including applicable penalties, will be divided equally by the number of months in the amortization period, and that additional amount will be due along with the Customer's

regular monthly bills. The Customer shall be required to pay the entire Past Due amount, including applicable penalties, in full by the due date established by the District and must otherwise remain current on all water service rates and charges accruing during any and all billing periods subsequent to the amortization schedule provided by the District. The amortization schedule will be set forth in writing to and signed by the Customer. As a general rule, while subject to the terms of an amortization schedule, a Customer may not request a separate alternative payment schedule, amortization, temporary deferral, or payment reduction for a separate Past Due amount.

5.4 Temporary Deferral of Payment. If approved by the District under Section 4.4 or Section 5.1 above, a Customer's payment of his or her Past Due amount, including applicable penalties, may be temporarily deferred for a period not to exceed six (6) months after the amount was originally due. The Customer shall be required to pay the entire Past Due amount, including applicable penalties, in full by the due date established by the District and must otherwise remain current on all water service rates and charges accruing during any and all billing periods subsequent to deferred payment plan provided by the District. The deferred payment plan will be set forth in writing to and signed by the Customer. As a general rule, while subject to the terms of a temporary deferral of payment plan, a Customer may not request a separate alternative payment schedule, amortization, temporary deferral, or payment reduction for a separate Past Due amount.

5.5 Payment Reduction. Under extreme or emergency circumstances, a Customer may request a partial reduction of his or her Past Due amount, including applicable penalties; provided, however, that a partial reduction in excess of twenty-five percent (25%) of the unpaid amount requires approval by the Board of Trustees, and provided further that in accordance with the Act no such reductions shall be approved to the extent they may result in additional charges to other ratepayers. Any partial payment reduction will be set forth in writing to and signed by the Customer.

6. Procedures to Request Review or Appeal of a Bill for Water Service.

6.1 Deadline for Requesting Bill Review. A Customer may request review of a bill for water service by submitting a written request to the District within fifteen (15) calendar days of the Customer's receipt of the bill. Bill reviews under this Policy shall not include any review or challenge regarding the District's underlying water use rates or other charges as adopted by the Board of Trustees under separately applicable laws and procedures. For purposes of this Section 6.1, a bill shall be deemed received by a Customer five (5) calendar days after being issued by the District, and a Customer's written request for review shall be deemed submitted by the Customer on the postmarked date if delivered by mail, and on the date of transmittal if delivered by electronic mail or personal service to the District's office during normal business hours.

6.2 Review by District. A timely written request for review of a bill for water service will be reviewed and determined by the District's General Manager, who will provide written notification of the determination to the Customer.

6.3 Appeal to Board of Trustees. Any Customer who submits a timely written request for review of a bill pursuant to Section 6.1 above may appeal the District's determination made under Section 6.2 above to the District's Board of Trustees by submitting a written notice of appeal to the District, which written appeal must be received by the District within fifteen (15) calendar days of the Customer's receipt of the District's determination under Section 6.2. For purposes of this Section 6.3, the District's determination shall be deemed received by a Customer five (5) calendar days after being issued by the District, and a Customer's written

notice of appeal shall be deemed submitted by the Customer on the postmarked date if delivered by mail, and on the date of transmittal if delivered by electronic mail or personal service to the District's office during normal business hours. Upon receiving a notice of appeal, the District will schedule the matter to be heard by the Board of Trustees at an upcoming Board meeting. Written notice of the date, time, and place of the appeal to be heard by the Board will be provided to the appealing Customer at least ten (10) calendar days before the Board meeting. The decision of the Board shall be final.

6.4 Water Service Pending Appeal. In the event a Customer timely submits a written appeal of a water bill matter to be heard by the Board of Trustees, the District will not suspend water service to the Customer while the appeal is pending.

7. Specific Programs for Low-Income Customers.

7.1 Reconnection Fee Limits and Waiver of Interest. For Customers who receive residential water service and can demonstrate to the District, through verifiable documentation described in Section 7.2 below, a household income below 200 percent of the federal poverty level, the District will:

- (a) Limit any reconnection of service fees to the actual costs of reconnection, not to exceed fifty dollars (\$50) during normal operating hours and one hundred fifty dollars (\$150) during non-normal operating hours. These limits are subject to an annual adjustment for changes in the Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers (CPI-U) beginning January 1, 2021; and
- (b) Waive interest charges on delinquent bills once every 12 months for matters that have been referred to collections.

7.2 Qualifications. For purposes of Section 7.1 above, the District will deem a Customer receiving residential water service to have a household income below 200 percent of the federal poverty level if (a) any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or (b) the Customer declares under penalty of perjury that the household's annual income is less than 200 percent of the federal poverty level.

8. Procedures for Occupants or Tenants to Become Customers of the District for Purposes of Receiving Residential Water Service.

8.1 Applicability. This Section 8 shall apply only when the property owner, landlord, manager, or operator of a residential service is listed as the Customer of record instead of the actual tenants or occupants of the residence(s) receiving the water service, and the service is subject to suspension due to nonpayment.

8.2 Agreement to District Terms and Conditions of Service. The District may make residential water service available to the actual residential tenants or occupants of a service address if one or more tenant or occupant agrees to assume financial responsibility for subsequent charges to the account and agrees to the terms and conditions of water service according to requirements of the District's Rules and Regulations. In cases where more than one residential address or residential unit is served by a single or master meter, the District may make residential water service available to the separate residence(s) if one or more of the tenants or occupants being served by the meter agrees to assume financial responsibility for

subsequent charges to the account and agrees to the terms and conditions of water service according to requirements of the District's Rules and Regulations; provided, further, that if a physical and legal means is available to the District to selectively suspend residential water service to those tenants or occupants who do not agree to assume financial responsibility for subsequent charges to the account or who otherwise do not meet applicable requirements, the District may make service available to the tenants or occupants who agree to assume financial responsibility for subsequent charges to a separate account(s) in accordance with the District's Rules and Regulations.

8.3 Verification of Occupancy or Tenancy. To be eligible to become a Customer of the District without paying the Past Due amount on a delinquent account, the tenant(s) or occupant(s) seeking to become a new Customer must verify that the existing Customer of record for the delinquent account is or was the owner, landlord, manager, or operator of the residential dwelling(s). At the discretion of the District, verification documents may include, but are not limited to, a lease or rental agreement, rent receipts, a government agency document indicating that the tenant(s) or occupant(s) are renting the property, or other evidence of a tenancy or occupancy relationship with the Customer of record for the delinquent account.

9. **Language for Policy and Certain Written Notices.** This Policy and all written notices provided under Section 4 and Section 5 above shall be provided in English, Spanish, Chinese, Tagalog, Vietnamese, Korean, and any other language spoken by ten percent (10%) or more of the Customers within the District's service area.

10. **Other Remedies.** In addition to suspension of water service, the District may pursue any and all other remedies available in law or equity for nonpayment of water rates, service charges, and applicable penalties, including, but not limited to, filing a claim or legal action, or referring the unpaid amount to collections. In the event a claim or legal action is decided in favor of the District, the District shall be entitled to the payment of all costs and expenses, including but not limited to attorneys' fees and costs, consultants' fees and costs, and accumulated interest.

11. **Suspension of Water Service for Other Customer Violations.** The District reserves the right to suspend water service for any and all violations other than nonpayment as set forth in this Policy, including but not limited to violations of District ordinances, policies, Rules and Regulations, or other applicable federal, state, or local laws.

12. **Fees and Charges Incurred.** Except as otherwise expressly stated in this Policy, any rates, fees, charges, penalties, or other liabilities incurred by a Customer and due to the District under any District ordinances, policies, Rules and Regulations, or other applicable federal, state, or local laws shall remain due and payable as set forth therein.

13. **Decisions by District Staff.** Any decision which may be taken by the District's General Manager under this Policy may be taken by his or her designee.

RESOLUTION No. 798
A RESOLUTION OF THE BOARD OF TRUSTEES
OF THE SANTA YNEZ RIVER WATER CONSERVATION DISTRICT
IMPROVEMENT DISTRICT NO. 1
ESTABLISHING A POLICY FOR THE SUSPENSION OF
WATER SERVICE FOR NONPAYMENT

WHEREAS, on September 28, 2018 the Governor of the State of California signed Senate Bill 998 (SB 998) into law pertaining to the discontinuation of residential water service for nonpayment; and

WHEREAS, SB 998 is codified at California Health and Safety Code section 116900 et seq., and is referred to therein as the Water Shutoff Protection Act (Act); and

WHEREAS, the Act requires all urban and community water systems, defined as public water systems that supply water to more than 200 service connections, including the Santa Ynez River Water Conservation District, Improvement District No.1 (District), to adopt written policies regarding the discontinuation of residential water service for nonpayment; and

WHEREAS, among other things, the Act requires said written policies to include certain information, requires water systems to undertake certain procedures before discontinuing residential water service, and requires water systems to extend the delinquency period for at least sixty (60) days before residential water service may be discontinued; and

WHEREAS, the District has prepared its written Policy Regarding Suspension of Water Service for Nonpayment (Policy) in accordance with the requirements of the Act; and

WHEREAS, the Policy will be implemented through the District's Rules and Regulations, and thus adoption of the Policy by the Board of Trustees will require amendment to Article 14 of the District's Rules and Regulations, adding Section 1401-A, to incorporate the Policy.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Santa Ynez River Water Conservation District, Improvement District No.1, as follows:

1. The Recitals set forth above are true and correct, and incorporated herein.
2. The District's Policy Regarding Suspension of Water Service for Nonpayment (Policy), attached hereto as Exhibit A, is hereby adopted, and Article 14 of the District's Rules and Regulations is hereby amended by adding Section 1401-A to incorporate the Policy.
3. The Policy shall be in full force and take effect immediately.

WE, THE UNDERSIGNED, being the duly qualified President and Secretary of the Board of Trustees of the Santa Ynez River Water Conservation District, Improvement District No.1, do hereby certify that the above and foregoing Resolution was duly and regularly adopted and passed by the Board of Trustees of said District at a Regular meeting held on April 21, 2020 by the following roll call vote:

AYES, in favor thereof, Trustees:

NOES, Trustees:

ABSENT, Trustees:

ATTEST:

Mary Martone, Secretary to the Board of Trustees



To: Board of Trustees
Santa Ynez River Water Conservation District, Improvement District No. 1

From: Paeter Garcia, General Manager
Eric Tambini, Water Resources Manager

Date: April 21, 2020

Subject: SCADA System Upgrade; Evaluation of Proposals and Recommendation

STAFF REPORT

The District's Supervisory Control and Data Acquisition (SCADA) system has used an operator interface/control program named Lookout by National Instruments for the last 20 years. Among other capabilities, the system allows for remote monitoring of reservoir levels, system pressure, and flow rates for wells and pumps; data capture and storage; and functional control of various facilities within the District's distribution system. Notably, the District has learned that National Instruments is no longer providing upgrades to the Lookout program. Based on limitations that could present to us in the future, the District has decided to proceed with updates to our SCADA system, wherein the current Lookout software will be replaced with a new operator interface/control program referred to as ClearSCADA by Schneider Electric Systems USA. ClearSCADA provides multiple benefits to our system, including but not limited to improved programming, modernized logic functions, enhanced monitoring features, and future upgrade capabilities.

A Request for Proposal (RFP) to update the District's SCADA system was developed by staff, with assistance from the District's SCADA consultant, Kevin Seifert of Autosys, Inc. The RFP was released on January 31, 2020. Twelve SCADA design firms were contacted, received the RFP upon request, and were invited to participate in the District's bidding process. Two of these firms attended the mandatory pre-proposal meeting on February 12, 2020, namely Cannon Corporation and Aspect Engineering.

Proposals from these two firms were opened on the proposal due date (March 13, 2020). The Cannon Corporation proposed cost totaled \$79,820. The Aspect Engineering proposed cost totaled \$120,964. Proposals were evaluated by a proposal review team made up of two District staff members (Eric Tambini and Lydia Cardenas) and Kevin

Seifert. Scoring criteria were identified in the RFP, as follows: 40% Technical, 30% Qualifications, and 30% Cost.

Technical Evaluation (40 Points Possible)

- Demonstrated understanding of the District's RFP
- Proposed schedule for design, programming, and implementation of the system
- Availability of firm for proposed start timeframe

Qualifications Evaluation (30 Points Possible)

- Experience, qualifications, and capability of staff proposed to assist the District
- Implementation methodology and experience of implementing similar systems
- Training and support capabilities
- References

Cost Evaluation (30 Points Possible)

- Costs assigned to each phase of work identified in the RFP and detailed in the schedule of costs
- Total cost

Using a project-specific proposal evaluation worksheet based on the criteria outlined above, an independent evaluation of the proposals was conducted by each of the review team members. The resulting scores from these evaluations are presented in the following table.

<u>Aspect</u>	<u>Technical</u>	<u>Qualifications</u>	<u>Cost</u>	<u>Total</u>
Reviewer #1	36	28	30	94
Reviewer #2	37	28	30	95
Reviewer #3	38	26	28	92

<u>Cannon</u>	<u>Technical</u>	<u>Qualifications</u>	<u>Cost</u>	<u>Total</u>
Reviewer #1	24	26	25	75
Reviewer #2	28	25	25	78
Reviewer #3	25	23	20	68

As indicated in the table above, each of the District's evaluators scored Aspect Engineering higher than Cannon Corporation in each of the scoring categories and criteria.

RECOMMENDATION

Authorize award of the District's SCADA System Upgrade and Replacement Project (Project) to Aspect Engineering and authorize the General Manager to execute a Contract with Aspect Engineering in the amount of \$120,964 to complete the Project.



State Water Resources Control Board
Division of Drinking Water

REVISED
**NOTICE OF OPPORTUNITY FOR PUBLIC COMMENT AND
STAFF WORKSHOPS**

**WHITE PAPER DISCUSSION ON ECONOMIC FEASIBILITY ANALYSIS IN
CONSIDERATION OF A HEXAVALENT CHROMIUM MCL**

Due to the COVID-19 public health emergency and the Governor's Executive Orders N-29-30 and N-33-20 to protect public health by limiting public gatherings and requiring social distancing, all in-person staff workshops are cancelled. Staff is holding a staff workshop via remote participation on April 27, 2020. Public comment period for the White Paper is extended until May 15, 2020.

NOTICE IS HEREBY GIVEN that the State Water Resources Control Board (State Water Board) will receive public comments on the White Paper Discussion on Economic Feasibility Analysis in Consideration of a Hexavalent Chromium Maximum Contaminant Level (MCL) (White Paper).

NOTICE IS ADDITIONALLY HEREBY GIVEN that the State Water Resources Control Board (State Water Board) will conduct ~~a three~~ staff workshops to present information and solicit public comment on the White Paper. ~~This~~ ~~These~~ workshops ~~are open to the public and are~~ ~~is~~ for informational purposes only. A quorum of State Water Board members may be present; however, no action will be taken. Input and comments received at ~~these~~ staff workshops will be considered by the State Water Board in the future development of the MCL for hexavalent chromium.

Monday, April 27, 2020 - 1:00 p.m.–4:00 p.m.
Video and Teleconference Meeting Only
No Physical Meeting Location

Wednesday, April 15, 2020, 9:30 a.m. — 12:30 p.m.
South Coast Air Quality Management District Headquarters
Auditorium
21865 Copley Drive, Diamond Bar, CA 91765

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

~~Friday, April 17, 2020, 9:30 a.m. — 12:30 p.m.
Central Valley Regional Water Quality Control Board
Board Meeting Room
11020 Sun Center Drive, Suite 200, Rancho Cordova, CA 95670~~

~~Monday, April 20, 2020, 5:00 p.m. — 7:30 p.m.
Fresno County Public Library — Woodward Park Regional Library
Large Meeting Room
944 E Perrin Avenue, Fresno, CA 93720~~

WORKSHOP OVERVIEW

The purpose of this workshop is to provide an opportunity for the public and interested parties to comment on the document prepared by State Water Board staff titled “White Paper Discussion on Economic Feasibility Analysis in Consideration of a Hexavalent Chromium MCL.”

The workshop will include a staff presentation with background information on statutory requirements for consideration of economic feasibility in the establishment of drinking water standards, and an overview of the White Paper. The staff presentation will be followed by an opportunity for the public to provide comments, ask questions, and participate in the discussion. The State Water Board is interested in including all interested parties including residents, business owners, local government representatives, public water systems and other stakeholders in the discussion.

BACKGROUND

In 2011, OEHHA established a Public Health Goal (PHG) for hexavalent chromium of 0.02 parts per billion (ppb) that is based on cancer risk. Hexavalent chromium has been detected in numerous drinking water sources in California. In 2014, the California Department of Public Health established an MCL of 10 ppb for Hexavalent Chromium. However, in 2017 the Superior Court of the State of California invalidated that MCL and directed the State Water Board to withdraw the current MCL and establish a new MCL.

DOCUMENT AVAILABILITY

The White Paper is available on the State Water Board’s “Upcoming Drinking Water-Related Regulations” webpage, under “Other Active Projects Related to Development or Review of Regulations” at

https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/Regulations.html

SUBMISSION OF COMMENTS

Comments on the White Paper will be considered as the State Water Board staff begins development of the regulation package for a primary drinking water standard for hexavalent chromium. The State Water Board will be accepting oral comments during the workshops, and interested persons may send written comments or questions in

advance of the workshops, or up until **12:00 noon on April 27 May 15, 2020**. Written comments must be addressed to:

- ✓ By email: commentletters@waterboards.ca.gov (PDF format, 15 megabytes or less)
- ✓ By mail, addressed to:
 - Jeanine Townsend, Clerk to the Board
 - State Water Resources Control Board
 - P.O. Box 100
 - Sacramento, CA 95812-100
- ✓ In person, attention of:
 - Jeanine Townsend, Clerk to the Board
 - State Water Resources Control Board
 - 1001 I Street, 24th Floor
 - Sacramento, CA 95814

When submitting written comments, please use the subject line **“White Paper Discussion on Economic Feasibility Analysis in Consideration of a Hexavalent Chromium MCL”** in your email and/or transmittal letter. If you would like to request a copy of public comments submitted on the White Paper, please send a request to commentletters@waterboards.ca.gov. There will be an additional opportunity for public comment on the MCL for hexavalent chromium during the formal rulemaking process at a later date.

FUTURE NOTICES

Any persons desiring to receive future updates regarding the staff workshops and future State Water Board activities for the development of an MCL for hexavalent chromium are encouraged to subscribe to the “Drinking Water Program Announcements” electronic mailing list.

To subscribe, please access the email list subscription form available on the State Water Board website at:

https://www.waterboards.ca.gov/resources/email_subscriptions/swrcb_subscribe.html

Please select the “Drinking Water” category, check the box next to “Drinking Water Program Announcements,” and provide the required contact information.

VIDEO AND TELECONFERENCE MEETING INFORMATION

As a result of the COVID-19 emergency and the Governor’s Executive Orders to protect public health by limiting public gatherings and requiring social distancing, this workshop will occur solely via remote presence. Links for the workshop, including a phone call option, will be posted on <https://video.calepa.ca.gov/>

- For those who only wish to watch the workshop, a link to the webcast is available at <https://video.calepa.ca.gov/> and should be used UNLESS you intend to comment.
- For those who wish to provide comments and speak during the comment portion of the workshop, we strongly encourage that you send in your comment ahead of time to DDWRegUnit@waterboards.ca.gov and indicate whether you would like to participate via videoconference or telephonically. Additional information about participating telephonically or via the remote meeting solution will be available on the following link after April 15, 2020: https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/Regulations.html

ACCESSIBILITY

The workshop will be held via remote participation only. For general questions about accessibility or to request special accommodations, please contact DDWRegUnit@waterboards.ca.gov at least 5 business days prior to the date of the meeting.

~~The workshops will be held at facilities that are accessible to persons with disabilities. For general questions about facilities accessibility or to request special accommodations, please reach out to the following facilities contact at least 10 working days prior to the meeting.~~

- ~~✓ South Coast Air Quality Management District Headquarters: DDWRegUnit@waterboards.ca.gov~~
- ~~✓ Central Valley Regional Water Quality Control Board: Brett Braidman, (916) 464-4620, Brett.Braidman@waterboards.ca.gov OR Margie Saldana, (916) 464-3291, Margie.Saldana@waterboards.ca.gov~~
- ~~✓ Fresno County Public Library – Woodward Park Regional Library: Nancy Hunter, (559) 600-3135, Nancy.Hunter@fresnoliblibrary.org~~

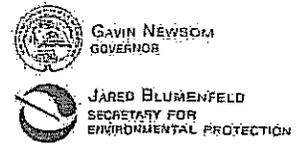
ORAL INTERPRETATION AND SIGN LANGUAGE SERVICES

If you need oral interpretation services in your language, please submit the request to DDWRegUnit@waterboards.ca.gov at least 10 business days prior to the date of the meeting.

Si necesita un intérprete en su idioma, contacte a DDWRegUnit@waterboards.ca.gov por lo menos 10 días hábiles antes de la fecha de la reunión

If you need sign language services in your language, please contact DDWRegUnit@waterboards.ca.gov at least 10 business days prior to the date of the meeting.

Si necesita intérprete de lenguaje de señas en su idioma, contacte a DDWRegUnit@waterboards.ca.gov por lo menos 10 días hábiles antes de la fecha de la reunión.



State Water Resources Control Board
Division of Drinking Water

NOTICE OF OPPORTUNITY FOR PUBLIC COMMENT AND STAFF WORKSHOPS

WHITE PAPER DISCUSSION ON ECONOMIC FEASIBILITY ANALYSIS IN CONSIDERATION OF A HEXAVALENT CHROMIUM MCL

NOTICE IS HEREBY GIVEN that the State Water Resources Control Board (State Water Board) will receive public comments on the White Paper Discussion on Economic Feasibility Analysis in Consideration of a Hexavalent Chromium Maximum Contaminant Level (MCL) (White Paper).

NOTICE IS ADDITIONALLY HEREBY GIVEN that the State Water Resources Control Board (State Water Board) will conduct three staff workshops to present information and solicit public comment on the White Paper. These workshops are open to the public and are for informational purposes only. A quorum of State Water Board members may be present; however, no action will be taken. Input and comments received at these staff workshops will be considered by the State Water Board in the future development of the MCL for hexavalent chromium.

Wednesday, April 15, 2020, 9:30 a.m. – 12:30 p.m.
South Coast Air Quality Management District Headquarters
Auditorium
21865 Copley Drive, Diamond Bar, CA 91765

Friday, April 17, 2020, 9:30 a.m. – 12:30 p.m.
Central Valley Regional Water Quality Control Board
Board Meeting Room
11020 Sun Center Drive, Suite 200, Rancho Cordova, CA 95670

Monday, April 20, 2020, 5:00 p.m. – 7:30 p.m.
Fresno County Public Library - Woodward Park Regional Library
Large Meeting Room
944 E Perrin Avenue, Fresno, CA 93720

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

WORKSHOP OVERVIEW

The purpose of this workshop is to provide an opportunity for the public and interested parties to comment on the document prepared by State Water Board staff titled "White Paper Discussion on Economic Feasibility Analysis in Consideration of a Hexavalent Chromium MCL."

The workshop will include a staff presentation with background information on statutory requirements for consideration of economic feasibility in the establishment of drinking water standards, and an overview of the White Paper. The staff presentation will be followed by an opportunity for the public to provide comments, ask questions, and participate in the discussion. The State Water Board is interested in including all interested parties including residents, business owners, local government representatives, public water systems and other stakeholders in the discussion.

BACKGROUND

In 2011, OEHHA established a Public Health Goal (PHG) for hexavalent chromium of 0.02 parts per billion (ppb) that is based on cancer risk. Hexavalent chromium has been detected in numerous drinking water sources in California. In 2014, the California Department of Public Health established an MCL of 10 ppb for Hexavalent Chromium. However, in 2017 the Superior Court of the State of California invalidated that MCL and directed the State Water Board to withdraw the current MCL and establish a new MCL.

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Jeanine Townsend, Clerk to the Board
State Water Resources Control Board
P.O. Box 100
Sacramento, CA 95812-100

- ✓ In person, attention of:

Jeanine Townsend, Clerk to the Board
State Water Resources Control Board
1001 I Street, 24th Floor
Sacramento, CA 95814

When submitting written comments, please use the subject line **“White Paper Discussion on Economic Feasibility Analysis in Consideration of a Hexavalent Chromium MCL”** in your email and/or transmittal letter. If you would like to request a copy of public comments submitted on the White Paper, please send a request to commentletters@waterboards.ca.gov. There will be an additional opportunity for public comment on the MCL for hexavalent chromium during the formal rulemaking process at a later date.

FUTURE NOTICES

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Please select the “Drinking Water” category, check the box next to “Drinking Water Program Announcements,” and provide the required contact information.

ACCESSIBILITY

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- ✓ South Coast Air Quality Management District Headquarters:
DDWRegUnit@waterboards.ca.gov
- ✓ Central Valley Regional Water Quality Control Board: Brett Braidman,
(916) 464-4620, Brett.Braidman@waterboards.ca.gov OR Margie Saldana,
(916) 464-3291, Margie.Saldana@waterboards.ca.gov
- ✓ Fresno County Public Library - Woodward Park Regional Library: Nancy Hunter,
(559) 600-3135, Nancy.Hunter@fresnolibrary.org

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ADDITIONAL INFORMATION

Please direct questions about this notice to DDWRegUnit@waterboards.ca.gov with a subject heading "White Paper Discussion on Economic Feasibility Analysis in Consideration of a Hexavalent Chromium MCL."

March 6, 2020

Date



Jeanine Townsend
Clerk to the Board



CALIFORNIA

Water Boards

STATE WATER RESOURCES CONTROL BOARD
REGIONAL WATER QUALITY CONTROL BOARDS

White Paper Discussion On:

ECONOMIC FEASIBILITY ANALYSIS

In Consideration of a

HEXAVALENT CHROMIUM MCL

February 2020

HEXAVALENT CHROMIUM MCL ECONOMIC FEASIBILITY ANALYSIS

I. Introduction

On July 1, 2014, a maximum contaminant level (MCL or drinking water standard) of 10 parts per billion (ppb) for hexavalent chromium (CrVI) was approved by the Office of Administrative Law. The MCL was issued by the California Department of Public Health (CDPH) right before its division of drinking water transferred jurisdiction to the State Water Resources Control Board (State Water Board). On May 31, 2017, the Superior Court of Sacramento County issued a judgment invalidating the MCL on the basis that CDPH had not properly considered the economic feasibility of complying with the MCL. As part of the next steps in reissuing an MCL for CrVI, the State Water Board anticipates stakeholder involvement in developing options for evaluating economic feasibility during the MCL process.

Due to the inherent uncertainty of placing economic value on numerous factors necessary for cost-benefit analyses, the MCL set by the State Water Board will be through a policy decision that considers traditional concepts such as treatment costs and number of cancer cases averted, as well as the costs and benefits of the regulation, as required by the Administrative Procedure Act, particularly as it relates to non-cancer health impacts on individuals, their families and their communities. This document describes challenges faced by the State Water Board in considering economic feasibility during the development of MCLs and concludes there is no simple formula capable of generating an economically feasible MCL.

The State Water Board will hold public workshops to discuss these ideas and hear suggestions by stakeholders and interested persons regarding economic feasibility in the development of drinking water standards. The concepts presented in this document allow stakeholders to engage the MCL development process ahead of the formal public review and comment period required by the Administrative Procedure Act. While this discussion is intended to be specific to the development of an MCL for CrVI, ideas and methodologies arising from the CrVI rulemaking process may be applied in the development of other drinking water standards.

II. Statutory Requirements for Establishing an MCL

Health and Safety Code section 116365 requires the State Water Board set MCLs *“at a level that is as close as feasible to the corresponding public health goal placing primary emphasis on the protection of public health, and that, to the extent technologically and economically feasible...”*

Subsection (b) of 116365 requires the State Water Board to consider: (1) the public health goal for the contaminant published by the Office of Environmental Health Hazard Assessment; (2) the national primary drinking water standard for the contaminant, if any, adopted by U.S. EPA, and (3) the technological and economic feasibility of compliance with the proposed standard. The statute further requires that *“for the purposes of determining economic feasibility..., the state board must consider*

the costs of compliance to public water systems, customers, and other affected parties with the proposed primary drinking water standard, including the cost per customer and aggregate cost of compliance, using best available technology.”

In addition to these requirements, the Safe Drinking Water Act (Health & Saf. Code §116270 et seq.)¹ sets out the following directives:

- a. “Every resident of California has the right to pure and safe drinking water.” (§116270 (a))
- b. “It is the policy of the state to reduce to the lowest level feasible all concentrations of toxic chemicals that, when present in drinking water, may cause cancer, birth defects, and other chronic diseases.” (§116270 (d))
- c. “This chapter is intended to ensure that the water delivered by public water systems of this state shall at all times be pure, wholesome, and potable.” (§116270 (e))
- d. “...to improve upon the minimum requirements of the federal Safe Drinking Water Act Amendments of 1996, to establish primary drinking water standards that are at least as stringent as those established under the federal Safe Drinking Water Act, and to establish a program under this chapter that is more protective of public health than the minimum federal requirements.” (§116270 (f))

III. State Water Board Process for the Development of MCLs

The development of an MCL for California begins with looking at whether a federal MCL for the constituent of concern has been established. If a federal MCL exists, California must adopt a standard at least as stringent as the federal MCL. Since there is no federal MCL for CrVI, California is free to adopt an MCL at a level that adheres to the Health and Safety Code referenced above or not adopt an MCL at all.

Next, the State Water Board looks at the public health goal (PHG) established by the Office of Environmental Health Hazard Assessment (OEHHA). As stated in section 116365, the State Water Board must set the MCL as close to the PHG as is technically and economically feasible. The PHG for CrVI is 0.00002 mg/L.

In the next step the State Water Board examines the concentrations at which a constituent falls within technological feasibility. There are two aspects to this step. First, the State Water Board looks at the concentration laboratories can reliably measure in drinking water matrices. This is known as the “detection level for the purposes of reporting” (DLR). The DLR is established as part of the MCL process. Concentrations lower than the DLR cannot be measured with adequate reliability. Therefore, it is not technologically feasible for the MCL to be set below the DLR. The DLR that was determined for CrVI, as part of the previously established MCL, is 0.001 mg/L.

The State Water Board then assesses the effectiveness of treatment technologies to

¹ Unless otherwise indicated, all references are to the California Health and Safety Code.

remove the constituent of concern. During analysis of the treatment technologies, the State Water Board evaluates performance of full-scale treatment technologies, new and emerging technologies and technologies that are commercially available. From this analysis a treatment process is identified as the Best Available Technology (BAT) as defined by Water Code Section 116370. In the last version of the CrVI MCL development, three BATs were identified: Ion Exchange, Reverse Osmosis and Filtration of the reduced chromium species. Each of these technologies can reliably treat CrVI to less than 0.010 mg/L (the previous MCL).² In essence, the BAT designation establishes the lower limit of technological feasibility. No MCL should be set more stringent than what is technologically feasible for treatment technologies to achieve.

The last, multifaceted phase of the State Water Board's determination of an MCL is deciding if it is economically feasible. Simply stated, this has generally been conceived of as an assessment of the costs for water systems to comply with the proposed MCL. Health & Safety Code section 116365(b)(3) requires the State Water Board's assessment of economic feasibility to consider "the costs of compliance to public water systems, customers, and other affected parties with the proposed drinking water standard, including the cost per customer and aggregate cost of compliance using best available technology." The State Water Board identifies a range of potential MCLs based on the technological limits identified above and uses the information in its water quality database to determine the number of affected systems and sources that would require treatment at each of the various MCL levels.³

Treatment costs are generated using occurrence data to identify water systems with contaminated sources.⁴ Algorithms are used to estimate treatment costs based on numerous factors such as water system size, capacity of source, level of contamination, type of treatment technology required and other factors. This approach has been used to develop treatment costs for several decades.⁵ Following this phase

² The State Board will conduct an analysis of emerging technologies currently available to treat CrVI as part of its regulatory rulemaking process.

³ The previous (2013) CrVI dataset only included data from approximately 60% of the state's water systems. The development of the new MCL will include the current dataset with over 95% of the community and non-transient, non-community public water systems.

⁴ Costs of treatment include monitoring, installing treatment and ongoing monitoring and operations and maintenance costs associated with the treatment. The State Water Board plans to conduct an updated analysis of the treatment cost information for CrVI and perform additional surveys of water systems and of industry to identify trends in cost.

⁵ Based on previous experience one issue repeatedly appears; a treatment technology that is appropriate for a large water system, may not be suitable for a smaller water system. Hence, the State Water Board's approach to applying the same treatment technology to a water system, regardless of size, is likely to result in an overestimate of treatment costs. However, because this is an assumption made in the economic

of the economic analysis the State Water Board categorizes water systems to estimate costs to public water systems and their customers.

Selecting an economically feasible MCL could include evaluating water system costs, customer affordability, comparing cost of treatment per customer with the median household income or the cost of other utilities, or considering whether there are costs that customers will avert with the implementation of an MCL (such as reduced expenditures on bottled water). Consideration of a natural or anthropogenic origin of a contaminant has not been used in the past but may have relevance to the MCL process, especially if there are responsible parties that could reasonably be anticipated to assist in cleanup or treatment. The State Water Board also evaluates MCL costs at levels near the limits of treatment technology. The economic feasibility phase also examines benefits of an MCL at various levels. As discussed later in this paper, not all health benefits can be accurately monetized, and a qualitative assessment of the other health effects may be the only possible option.

During the economic analysis the State Water Board assumes all water systems exceeding the proposed MCL would implement the best available technology, even though there may be other, potentially less expensive ways for water systems to come into compliance (such as taking a contaminated well out of service, blending, consolidation with another nearby water system or installing point-of-use or point-of-entry treatment systems). Such an assumption probably results in higher overall cost estimates as was illustrated by the comparison of EPA's modelled treatment costs and the actual costs associated with several treatment demonstration projects (U.S. EPA 2014). Experience has demonstrated that water systems explore several compliance alternatives before selecting a course of action. While water systems are highly motivated to follow cost avoidance strategies, they also consider alternatives that fit better with long range plans or existing internal policies.

The level at which the State Water Board sets an MCL is a policy decision. It is not an arbitrary or capricious decision but based on applying available scientific evidence to rulemaking requirements of applicable statutes. Determining an MCL cannot be reduced to a simple formula. Arguments have been advanced advocating the use of cost-benefit analyses to establish MCLs at a point where the cost of the MCL equals its benefit to health. However, this document discusses that a cost-benefit approach is not feasible because of its inability to accurately account for and monetize the benefits and impacts of selecting one MCL versus another.

feasibility assessment, it is not meant to imply that alternatives to centralized treatment cannot be used to comply with the proposed MCL. In fact, water systems often explore alternatives to centralized treatment before deciding on a course of action. The application of an alternative that could have a reduced financial impact on a water system is an option left open to a water system that is willing and able to demonstrate the efficacy of the alternative.

IV. Limitations of Cost-Benefit Analysis

Focusing solely on treatment costs for complying with an MCL ignores the benefits gained by ending the exposure to a known carcinogen. For example, costs to families who purchase bottled water or install point-of-use treatment because they lack confidence in the quality of their tap water are not accounted. Neither are costs associated with exposure to carcinogens, such as doctor and hospital visits, medication and lost income to seek treatment or take care of an ill family member or friend. While setting a drinking water standard may result in a water system's need to install treatment and incur costs; the present and future customers of that water system benefit from the protection afforded by treatment and no longer experience continued exposure and subsequent future adverse health effects. These and other offsets in costs (i.e. benefits) are extremely difficult to accurately quantify and account for in the development of an MCL regulation.

The State Water Board has received requests that cost-benefit analyses be the primary consideration in developing an MCL. Cost-benefit (C/B) analyses involve comparing the costs of complying with an MCL to the benefits derived from promulgating an MCL. The C/B analysis is performed with various alternative MCLs to determine the point(s) at which the costs of compliance outweighs the benefits. The State Water Board is cognizant of the arguments for C/B analyses and acknowledges the need to consider costs of regulatory compliance with the benefits achieved. However, the problem with such an approach is the inability to accurately account for all the benefits of setting a drinking water standard at one level versus another.

For example, the Public Health Goal (PHG) report published by OEHHA identifies CrVI as a carcinogen (stomach cancer) and is the basis for the PHG (0.00002 mg/L). The CrVI PHG report further identifies the health protective concentration of 0.002 mg/L that is two orders of magnitude higher than the PHG. The health protective concentration is associated with health concerns other than cancer, such as liver toxicity, developmental toxicity and reproductive toxicity (male and female). However, the effects of these health impacts are not detailed in the PHG report making it difficult to measure their associated costs.

To develop a comprehensive cost-benefit analysis the cost of treating CrVI at each proposed MCL level must be contrasted with direct and indirect healthcare costs, loss of productivity in the workforce, cost offsets for alternative water supplies, cost of reduction in quality of life, emotional and psychological costs, loss of business development in a community unable to provide high quality water, etc. Quantifying these costs presents an insurmountable hurdle for the State Water Board and does not include costs associated with the health protective concentration.

Excluding benefits achieved from reduction of these costs skews the cost-benefit analysis toward excessive costs. However, including the economic impact of these costs is not feasible due to the lack of specific information in the PHG report, especially as they relate to liver developmental and how reproductive toxicities manifest themselves in the human population and their subsequent treatment and recovery.

Without that information, the State Water Board is challenged to establish and identify a complete inventory of the benefits (prevention of adverse health effects) or adverse impacts that would be avoided with a proposed MCL. Without a complete accounting of all the potential health benefits any attempt at a traditional cost-benefit analysis would be seriously flawed. As a result, an economic feasibility assessment can only provide a quantitative economic feasibility assessment based on averting stomach cancer without a qualitative consideration of the numerous other health impacts.

V. The Small Water System Economic Feasibility Dilemma

The State Water Board acknowledges the complicated balance between protecting public health and ensuring scarce public funds are not over-extended on water quality objectives disproportionately expensive compared to the public health protection provided. The State's Safe Drinking Water Plan (2015) identified that the majority of systems out of compliance with drinking water standards are small community water systems. Analysis of the approximately 2,950 community water systems shows that the median community system serves 95 service connections. This means more than half of the water systems have fewer than 100 households over which to spread the cost.

Many small public water systems already struggle with compliance and routine maintenance such that any new or more stringent drinking water standard will be difficult for those systems to comply with. Current water rates are difficult for disadvantaged populations to bear, but in many cases, those rates barely cover basic operational needs and do not address additional funding requirements such as infrastructure maintenance and replacement.

Setting new or revised drinking water standards only to what is economically feasible for the most disadvantaged public water systems will restrict the development of new or more protective standards. More than 95% of Californians are served by systems with more than 3,300 connections that meet most drinking water standards and have the means to upgrade treatment processes when needed. Additional costs can be spread over a greater number of individuals and the net effect is a slight increase in water rates. Establishing economic feasibility criteria based on less than 5% of the State's population jeopardizes health protection for the remaining 95% and is not an acceptable public health policy.

As described above, small water systems feel the financial impact most acutely from new regulations because they have a smaller customer base amongst whom they can spread the cost of compliance. For example, the annual per capita costs of the CrVI regulation for systems under 200 connections was estimated at \$5,600 while the costs for systems over 10,000 connections, which serve approximately 80% of Californians, was only \$65. A preliminary analysis of source water quality data on water systems serving 200 or fewer service connections with one or more well with CrVI above 10 parts per billion (ppb) show that there are 80 systems with one or more source exceeding 10 ppb. However, these 80 systems serve a total population of 15,879

people through 4,829 service connections.⁶ This is less than 1/10th of 1% of the current total population of California.

That said, the State Water Board recognizes that meeting drinking water standards presents very real technical and financial challenges for impacted small communities. A decision to limit the impact small system costs have in determining the level to set an MCL should not be construed as implying the State Water Board is forgoing compliance of that system. There are a range of strategies and funding sources available to achieve compliance, and water system consolidation and regionalization can significantly improve the economy of scale. The State Water Board will continue to provide technical support, as well as support identifying funding options as new regulations are promulgated to provide greater protection of public health.

In fact, the 2019 Safe, Affordable Drinking Water program's prime consideration will be the needs of small, disadvantaged communities that deliver water exceeding drinking water standards and systems at high risk of failure to meet standards in the future.

To overcome the reality that treatment costs for small systems are usually much higher than the costs for systems that serve more than 10,000 connections, the State Water Board needs to limit the impact these systems exert in the determination of economic feasibility. One option is to exclude per system costs for water systems with less than 200 connections from the economic feasibility analyses. This option recognizes that the State Water Board allows compliance strategies such as consolidations, point-of-use (POU) point-of-entry (POE) treatment⁷ or additional time to comply through exemptions or variances.

Another option is to include small water systems in the economic analysis but estimate State aggregate water rates based on a per-service-connection average cost of treatment. Such an estimate would take the statewide treatment cost and divide it by the total number of service connections in all water systems impacted. This means the total annual cost of treatment for any given water system, regardless of size or impacted sources, will be added to the annual cost of treatment for all the other water systems impacted by the proposed MCL.

The result represents the statewide aggregate annual cost of treatment for the proposed MCL. This type of analysis results in statewide cost of the proposed regulation weighted or skewed toward a lower annual service connection cost by spreading the

⁶ The median system serves 43 connections (approximately 105 persons).

⁷ It appears that use of POU devices to comply with the CrVI MCL can provide a significant reduction in the per service connection cost. A review of the device registration database shows that several POU devices (mostly reverse osmosis [RO]) could be used to meet an MCL for CrVI once the MCL is adopted. The test conditions and reported results need to be reviewed as part of the technical feasibility assessment, but if appropriate, the POU devices could reduce the capital costs of treatment significantly. Administration and maintenance costs need to be identified and added to the annual cost, but initial estimates appear promising as the per service connection costs will align with per service connection costs to larger water systems.

cost of treatment over a greater number of service connections. Although the weighted average cost does not provide specific costs for individual public water systems, it alleviates the State Water Board's concern that public health protection for the majority of the State's population is constrained by the inability of small water systems to afford regulations protective of public health.

The table on the following page calculates the weighted average cost of treating CrVI using the data from CDPH's 2014 Initial Statement of Reasons (ISOR). The weighted average is for all systems identified in the ISOR as having one or more sources exceeding a potential MCL value.

Annual Cost per Service Connection (\$ per year)

MCL (mg/L)	Less than 200 Services	200 to 999 Services	1,000 to 10,000 Services	10,000 or more Services	Weighted Average ANNUAL Cost per Connection for all impacted systems	Monthly Weighted Average Cost
0.001	\$7,160	\$1,220	\$483	\$300	\$348	\$29
0.005	\$6,680	\$1,090	\$398	\$117	\$154	\$13
0.010	\$5,630	\$857	\$326	\$64	\$91	\$8
0.015	\$5,870	\$1,310	\$280	\$37	\$58	\$5
0.020	\$5,470	\$1,040	\$190	\$25	\$37	\$3
0.025	\$4,240	NA	\$184	\$17	\$22	\$2
0.030	\$4,140	NA	\$200	\$11	\$14	\$1

The weighted costs shown in this table are clearly within the range of what is economically feasible even for the smallest water systems. Because of this, the State Water Board proposes systems with less than 200 connections either not be factored into an economic analysis of a regulation or the costs be averaged over all affected systems.

VI. Consideration of Incremental Cost in Establishing an MCL

For some constituents (such as 1,2,3-TCP or DBCP) setting the MCL at a more stringent level does not significantly change treatment costs for impacted systems. The reason for this is that the typical treatment choice for such constituents may be Granular Activated Carbon (GAC) which can often reduce organic chemicals to not only the proposed MCL but to the laboratory detection level. For these situations, the statewide increase in costs from a lower MCL is not due to increased treatment costs but rather due to the increased number of systems requiring treatment as the MCL is lowered. A lower MCL provides the entire risk reduction benefit to a significantly greater population as more systems comply with a lower drinking water standard.

Therefore, when the incremental treatment cost of setting the MCL at a more stringent level is negligible on a per connection basis, the State Water Board proceeds to set the MCL "at a level that is as close as feasible to the corresponding public health goal placing primary emphasis on the protection of public health" and follows the Statewide policy to "reduce to the lowest level feasible all concentrations of toxic chemicals that, when present in drinking water, may cause cancer, birth defects, and other chronic diseases" (Cal. Health & Saf. Code §§116365(a);116270, respectively). It is also noted that the establishment of an MCL can provide additional risk-reduction benefits (beyond what is predicted) since the GAC treatment will often reduce the contaminant to levels well below the selected MCL.

VII. A Look at Affordability and Economic Feasibility

In this document, affordability refers to the ability of an individual household to pay their own water bill and economic feasibility refers to the ability of the general state population served by public water systems to pay for compliance to a drinking water standard.

Many people are exploring the challenge of providing affordable drinking water, but no one has come up with a formula that everyone agrees upon. For example, the Southern California Water Coalition suggests looking at the "Guidelines for Preparing Economic Analysis for Water Recycling Projects" (Guidelines), dated April 2011, which were developed "to inform selection and funding of water recycling projects." Others have suggested looking at how many hours at minimum wage would someone have to work to afford their water bill⁸ or comparing what individuals in certain communities pay for other utilities, such as electricity, sewer/garbage, or internet.

Another way to measure affordability involves assessing the water cost burden at a specific volume of water, factoring in the cost of living, and taking into account the extent of economic stress customers face. That approach is explained in the 2019 draft OEHHA report on Human Right to Water indicators. In its draft report, OEHHA (2019) develops three indicators to address different limitations of conventional affordability ratios. The first indicator is the affordability ratio at the MHI, which portrays the water cost burden for a particular amount of water by the median household. Two additional indicators focus on more economically vulnerable sub-populations within a water system, by comparing water bills to county poverty levels, and deep poverty levels. The fraction of people within these different income levels are factored in.

Another method used to evaluate affordability is comparing the incremental cost of treatment to the median household income (MHI) in communities with drinking water containing CrVI. Such an approach is similar to the historical approach used by USEPA, where a percentage of the MHI is used. Either taking a percentage of the MHI or using the MHI in a ratio results in a "bright line", which has been criticized because it only examines affordability for half of the population. In addition, as Gingerich et al

⁸This metric was developed by Manny Teodoro at Texas A&M, who is a national expert on water affordability.

(2017) point out, the process does not account for the impact due to multiple water quality regulations.

Suggestions have been made that economic feasibility not only look at treatment costs, but also at how those additional costs are added to already strained budgets. In addition to the requirements of a specific regulation, public water systems have existing expenses associated with their infrastructure, operation and management of system facilities. These costs include operation and maintenance and eventual replacement costs for aging infrastructure. Similarly, households and individuals have many other costs besides water bills. The balance between increased protection of public health and personal living expenses, such as housing, utility bills and luxury services versus basic needs may be part of the State Water Board MCL policy decision.

Other issues that come into the discussion of affordability and economic feasibility are whether there are ways to mitigate those impacts through grants, redesigned rate structures or bill payment assistance programs. Although the State Water Board and other government agencies provide grant and loan funding to assist water systems with financing new infrastructure, until recently, there has been no funding available for ongoing operation and maintenance costs, and the state has not yet been able to create a statewide low-income rate assistance program. The criteria to qualify for funding varies with the type of project proposed, the water system ownership type and other criteria. In general, water systems that are public agencies are eligible for a wider range of funding types, especially grants.

The connection between affordability and economic feasibility is complex and beyond the scope of this document. While affordability considers the impact on the individual, economic feasibility focuses on the impact to the community of water systems as a whole and includes the following concepts:

- Public water system managers and decision-makers are stewards of customers' health and the financial sustainability of the system. The customers' ability to pay for water is considered in the development of budgets and water rates. Rate structures must be equitable and sufficiently cover the short-term operation and maintenance needs of the system and the long-term capital improvements necessary for a sustainable water system.
- Public water systems face a wide range of financial needs with varying degrees of urgency. Protection of public health and the cost to maintain that is an absolute priority. Infrastructure maintenance, operational expenses, debt service, maintaining a rainy-day fund, planning future capital expenditures, inflationary fluctuations, revenue losses, unaccounted water, emergency repairs, payments in-lieu of taxes, security and litigation are just a few of the issues public water systems account for when developing budgets.
- Treatment technology has developed to the point that almost any contaminant can be removed from water. However, this does not necessarily equate to an economically feasible water delivered to the customer's home. Costs of treatment

for contaminant removal includes energy, waste disposal, supplies and materials, labor, facilities maintenance and infrastructure.

- A lower MCL results in two appreciable increases in costs. The first economic consideration is more water systems will exceed a drinking water standard as the MCL is lowered. The second is the cost of treatment increases proportional to the MCL. This proportionality is dependent on the type of contaminant and the method of treatment.
- Public water system must work closely with their customers to balance affordability with economic feasibility. The public water system develops an understanding and sense of the social and economic conditions of their customers including concerns and impacts about affordability. For an impacted water system, an additional compound or lower MCL of an existing compound will likely result in a general rate increase.
- The percent increase in costs associated with a new MCL experienced by water systems.
- Economic feasibility and affordability will be addressed when considering compliance options such as grants, loans, regionalization and consolidation (both full consolidation and various forms of administrative consolidation) as well as the establishment of lifeline rates.

The State Water Board will take a multi-faceted approach to assess economic feasibility in the MCL development process. Depending on the circumstances and what information is available, the State Water Board may look at all such lines of evidence, or perhaps limit the information that it considers because of each unique situation.

The cost analysis will include the use of a sensitivity analysis to explore the impact of small variations in potential MCL values on costs as well as the number of systems and population impacted and their characteristics. The sensitivity analysis will facilitate discussion of the cost impacts to communities of various sizes and characteristics as the potential MCL values are evaluated.

VIII. Conclusion

The State Water Board understands competing needs between protecting public health and keeping water affordable. Water systems struggle to maintain infrastructure and meet drinking water standards, but assistance is available to offset costs of new regulations (grants, low or no-interest loans, point-of-use or point-of-entry treatment, variances, exemptions and consolidations). Statewide protection of public health cannot be limited to what is affordable to the smallest systems serving only a small fraction of the State's total population. Economic feasibility cannot be determined by a simple formula. Even if such a formula existed, accurately ascribing value on the costs and benefits of reducing exposure to known carcinogens is limited. Therefore, the State Water Board must take a multi-faceted approach to looking at economic feasibility when setting drinking water standards, considering multiple lines of evidence. Some of those

lines of evidence have been set out here, and the State Water Board would like to engage stakeholders in what additional information should be considered.

References

Gingerich, D.A.; Sengupta, A.; Barnett, M.O.

"Is the Arsenic Rule Affordable?" JAWWA, Sept 2017, 109:9; E381-E392

Office of Environmental Health Hazard Assessment (OEHHA)

A Framework and Tool for Evaluating California's Progress in Achieving the Human Right to Water, DRAFT, January 2019

State Water Resources Control Board (SWRCB)

Options for Implementation of a Statewide Low-Income Water Rate Assistance Program, January 2019

United States Environmental Protection Agency (USEPA)

Retrospective Study of the Cost of EPA Regulations: A Report of Four Case Studies, Office of the Administrator, EPA 240-F-14-001, August 2014.



Bringing
Water
Together

March 31, 2020

Dr. Lauren Zeise, Director
Office of Environmental Health Hazard Assessment
1001 I Street
Sacramento, CA 95812

Joaquin Esquivel, Chair
State Water Resources Control Board
1001 I Street
Sacramento, CA 95812

Subject: Review of Public Health Goal for Hexavalent Chromium in Drinking Water

Dear Dr. Zeise and Chair Esquivel:

The Association of California Water Agencies (ACWA) is writing to request that the Office of Environmental Health Hazard Assessment (OEHHA) proceed with the review and update of the Public Health Goal (PHG) for hexavalent chromium (Cr6) in drinking water, dated July 2011, which OEHHA initiated in the fall of 2016. The results of this work should inform development of a new primary drinking water standard for Cr6 by the State Water Resources Control Board (SWRCB).

ACWA represents over 450 public water agencies that are committed to providing safe drinking water to their communities. ACWA supports the state's ongoing efforts to work toward sustainable solutions for distressed water systems and communities that will help achieve these coequal goals on a statewide basis. These challenges are compounded by an increasingly complex regulatory environment and more frequent and severe drought cycles that threaten access to local water supplies and place greater pressure on water rates. In this environment, the long-term sustainability of water systems, especially those systems serving fewer than 10,000 connections, depends on use of the best available science to inform drinking water policy and regulatory decisions. In fact, the need to update PHGs and maximum contaminant levels (MCLs) to incorporate new scientific information and methodologies is much more urgent today than it was in 1996 when the California Safe Drinking Water Act was amended to require five-year reviews of existing standards. This is especially true for contaminants like Cr6, which occur naturally at low levels in many California groundwater sources.

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Hexavalent Chromium PHG Update

OEHHA set the current PHG for Cr6 in July 2011 at 20 parts per trillion based on cancer risk. The PHG is based on the conventional approach of extrapolating cancer effects in rodents exposed at very high doses¹ to humans exposed at very low doses. The PHG assumes that there is no threshold for cancer risk.

The California Safe Drinking Water Act requires PHGs to be reviewed at least once every five years and revised “as necessary based upon the availability of new scientific data.”² In October 2016, OEHHA announced it would begin working on updates for four PHGs, including Cr6. The OEHHA notice stated that new toxicity studies have been published since the PHG was issued “including studies proposing a cytotoxic [threshold] mode of action for Cr(VI) carcinogenicity.”³ The notice further states that the Cr6 PHG risk assessment will be updated to “include a review of the toxicology literature since the publication of the PHG in 2011 and incorporate the application of updated risk assessment methodologies.”⁴ Our members are interested in understanding the PHG review schedule and receiving an update on the Cr6 PHG review.

State of the Science

In August 2018, Health Canada published a maximum acceptable concentration (MAC; analogous to an MCL) for total chromium in drinking water of 50 parts per billion (ppb).⁵ The MAC is based on an evaluation of the health effects of Cr6 ingestion and a body of peer-reviewed literature establishing a threshold mode of action (MOA) for Cr6 carcinogenicity published between 2011 and 2016. The Texas Commission on Environmental Quality similarly used a threshold MOA in 2016 to develop an oral reference dose for Cr6 that corresponds to the approximate human dose at the federal MCL of 100 ppb for total chromium and is considered protective of both the potential carcinogenic and non-carcinogenic effects of oral Cr6 exposure.⁶ Additional studies have been published since then, including a new toxicology study conducted by the Food Safety Commission of Japan (March 2019). In September 2019, the World Health Organization (WHO) issued a draft document that recommends retaining the current WHO guideline value for total chromium (50 ppb) based on “the newer, high quality data from chronic drinking water carcinogenicity studies ... and weight-of-evidence analyses supporting a

¹ National Toxicology Program, 2008.

² Health and Safety Code §116365(e)(1).

³ Cytotoxicity involves a repeated process of cell damage and repair that can lead to a carcinogenic response. This cancer mechanism is only operative at exposure levels sufficient to cause cell damage, and therefore is characterized as a “threshold” mode of action.

⁴ Office of Environmental Health Hazard Assessment, Announcement Of Process To Update Public Health Goals For Chemicals In Drinking Water, October 28, 2016:

<https://oehha.ca.gov/media/downloads/crn/10282016phgprocessupdate.pdf>.

⁵ Health Canada, Guidelines for Canadian Drinking Water Quality, Guideline Technical Document, Chromium, August 17, 2018: <https://www.canada.ca/en/health-canada/services/publications/healthy-living/guidelines-canadian-drinking-water-quality-guideline-technical-document-chromium.html>

⁶ Texas Commission On Environmental Quality, Hexavalent Chromium Oral Reference Dose, Development Support Document, Final, September 23, 2016:

https://www.tceq.texas.gov/assets/public/implementation/tox/dsd/final/chromium_ord.pdf.

threshold MOA.” The WHO document asserts that the current value is “adequately protective of health.”⁷

To date, at least 37 studies have been published in the open literature supporting a threshold MOA for Cr6 carcinogenicity. The vast majority of these studies were not available when OEHHA issued the Cr6 PHG in 2011. Eleven of the 37 studies have been published since the close of the data call-in period on the pending PHG review.

Chromium 6 MCL

The State Water Resources Control Board (SWRCB) recently released the “White Paper Discussion on: Economic Feasibility Analysis in consideration of a Hexavalent Chromium MCL” and reported plans to hold workshops in April 2020 to receive input on this white paper. This effort is a prerequisite to establishing a new Cr6 MCL, which is one of the SWRCB’s top regulatory priorities for the drinking water program. The new science summarized above indicates Cr6 in drinking water may pose a materially different risk to public health than what OEHHA determined in 2011. Therefore, it is now essential for OEHHA to complete the Cr6 PHG evaluation in a timely manner to ensure the new Cr6 MCL will be based on the best available science.

The statutory requirements triggering PHG and MCL reviews recognize that the science supporting risk-based drinking water standards can change over time. They are also intended to guide future regulatory actions and investment of resources to protect public health. It is essential that these assessments be timely and coordinated to ensure the wise use of limited community resources available to reduce public health risks. As public water agency funding is constrained by a number of factors, any costs incurred to comply with a MCL will ultimately be born by ratepayers. For this reason, it is imperative that the latest science is reviewed when assessing public health risk and establishing a MCL.

Recommendations

Given these facts, we request that OEHHA complete its update of the PHG to incorporate the best available science. We also request that the SWRCB await the updated PHG before proposing a new MCL from Cr6.⁸ In the interim, California’s 50 ppb MCL for total chromium provides consumers a higher level of public protection from Cr6 exposure when compared to the federal total chromium MCL of 100 ppb. California’s existing MCL for total chromium is the same level as Health Canada’s new MAC and the current WHO drinking water guideline, which conservatively assumes that a measurement of total chromium is 100 percent Cr6.

We appreciate your consideration of our requests and look forward to working with you on development of a new PHG and a new MCL for Cr6 that are based on the best available science. If you have any questions, please contact Adam Quiñonez at adamq@acwa.com.

⁷ World Health Organization, Chromium in Drinking-water, Draft Background document for development of WHO Guidelines for Drinking-water Quality, September 26, 2019: https://www.who.int/water_sanitation_health/water-quality/guidelines/chemicals/draft-chromium-190924.pdf

⁸ Addressing the PHG and MCL in this way would be consistent with past practice. For example, the staff report for the SWRCB’s review of MCLs for 2017 indicates that it has put MCL reviews on hold for tetrachloroethylene (PCE) and trichloroethylene (TCE) “because OEHHA is reviewing the TCE PHG.” State Water Resources Control Board, Review of Maximum Contaminant Levels, February 22, 2017, page 8: https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/documents/reviewofmaximumcontaminantlevels-2017.pdf



Sincerely,

A handwritten signature in black ink that reads "Adam Quiñonez". The signature is written in a cursive, flowing style.

Adam Quiñonez
State Legislative Director
Association of California Water Agencies
(916)441-4545

cc: Jared Blumenfeld, Secretary, Cal-EPA
Dorene D'Adamo, Vice Chair, SWRCB
Tam Doduc, Member, SWRCB
Sean Maguire, Member, SWRCB
Laurel Firestone, Member, SWRCB
Eileen Sobeck, Executive Officer, SWRCB
Darrin Polhemus, Deputy Director, Division of Drinking Water, SWRCB
Allan Hirsch, Chief Deputy Director, OEHHA
Kristin Peer, Deputy Secretary, Cal-EPA
Julie Henderson, Deputy Secretary, Cal-EPA
Christine Hironaka, Deputy Cabinet Secretary, Governor's Office



Staff Report

To: Board of Trustees

From: Paeter Garcia
General Manager

Date: April 21, 2020

Subject: Eastern Management Area Confidentiality Agreement

Agenda: Item XI.B.2

Background and Summary

Regular reports and updates are being provided to the District's Board of Trustees regarding implementation of the Sustainable Groundwater Management Act (SGMA) throughout the Santa Ynez River Valley Groundwater Basin ("Basin"). For purposes of implementing SGMA, the Basin is organized and is being administered according to three separate Management Areas: the Western Management Area ("WMA"); the Central Management Area ("CMA"); and the Eastern Management Area ("EMA"). As the Board is aware, a separate Groundwater Sustainability Agency ("GSA") has been formed for each of the three separate Management Areas. The District is a member agency of the EMA GSA, along with the City of Solvang ("City"), the Santa Ynez River Water Conservation District ("Parent District"), and the Santa Barbara County Water Agency ("SBCWA"). Under SGMA, each of the three GSAs in the Basin is preparing its own Groundwater Sustainability Plan ("GSP"). The three GSPs are being prepared under a coordinated process and all of them must be submitted to the California Department of Water Resources ("DWR") by January 2022.

The Parties to the EMA GSA (District, Solvang, Parent District, SBCWA) recognize that they have certain common interests pertaining to compliance with the requirements of SGMA and related surface and groundwater issues in the EMA and the Basin overall ("SGMA Issues"). The Parties also recognize that legal and/or administrative proceedings could arise under the SGMA process that could involve all or some of the Parties ("Proceedings")

After independent consultation with their respective legal counsel, the Parties believe that their common interests are best served by confidentially sharing certain communications, information, and materials related to the SGMA Issues and/or the Proceedings such as legal analyses, legal research, administrative draft materials, and deliberative work product, all of which would otherwise be protected from disclosure to third-parties pursuant to the attorney-client privilege, attorney work product privilege, and other applicable privileges. In accordance with the Confidentiality Agreement, the Parties agree that confidential materials may be exchanged and disclosed between and among themselves to further their common interests. Such exchanges

Staff Report
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and disclosures ordinarily would not be made but for the confidentiality established by the Agreement and the advancement of the common interests and legal representation of the Parties.

The Confidentiality Agreement was jointly prepared and reviewed by legal counsel for each of the Parties. The Parent District approved the Agreement on March 4, 2020, the City of Solvang approved the Agreement on April 13, 2020, and the SBCWA is scheduled to consider the Agreement on April 21, 2020.

Staff Recommendation

District staff recommends that the Board of Trustees approve the SGMA Confidentiality Agreement for the Eastern Management Area between the District, City of Solvang, Parent District and SBCWA. There is no fiscal impact to the District approving the Agreement.

Attachment

Confidentiality Agreement for the Eastern Management Area

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is entered into effective July 1, 2019 (“Effective Date”) by and between the Santa Ynez River Water Conservation District (“SYRWCD”), the Santa Barbara County Water Agency (“County Water Agency”), the Santa Ynez River Water Conservation District, Improvement District No.1 (“ID No.1”), and the City of Solvang, (“City”), referred to herein collectively as the “Parties” or individually as a “Party.”

WHEREAS, the Parties respectively overlies all or portions of the Santa Ynez River Valley Groundwater Basin, designated by California Department of Water Resources (“DWR”) Bulletin 118 as Groundwater Basin Number 3-15 (the “Basin”); and

WHEREAS, the Basin has been designated by DWR as a medium priority basin for purposes of the Sustainable Groundwater Management Act (“SGMA”) and, accordingly, the Basin is subject to the requirements of SGMA; and

WHEREAS, the Parties previously entered the “Memorandum of Agreement for Formation of a Groundwater Sustainability Agency for the Eastern Management Area in the Santa Ynez River Valley Groundwater Basin under the Sustainable Groundwater Management Act” (the “MOA”), effective April 27, 2017, wherein, among other things, the Parties established a Groundwater Sustainability Agency (“GSA”) for the Eastern Management Area (“EMA”) of the Basin pursuant to SGMA, and where the Parties are coordinating and cooperating by and through the GSA to implement the requirements of SGMA for the EMA and the Basin; and

WHEREAS, in various instances, historically and currently, issues have been raised by members of the public and other stakeholders with regard to the quantity, quality, and other aspects of groundwater and water resource management in the Basin area; and

WHEREAS, the Parties desire to discuss issues that are of common interest to the Parties relating to compliance with the requirements of SGMA and related surface and groundwater issues in the EMA and Basin area (collectively, “SGMA Issues”); and

WHEREAS, the Parties recognize that legal and/or administrative proceedings could arise under the SGMA process that could involve all or some of the Parties (collectively, “Proceedings”); and

WHEREAS, notwithstanding other agreements that may exist, the Parties intend for this Agreement to provide additional and separate rights, privileges, and protections as between the Parties with respect to the SGMA Issues and the Proceedings as set forth in this Agreement; and

WHEREAS, after independent consultation with their respective legal counsel, the Parties believe that certain communications regarding the SGMA Issues and the Proceedings should remain confidential and privileged, and that, while the Parties may have separate interests in the SGMA Issues and the Proceedings, they have significant common interests in sharing certain legal analyses, administrative draft materials, deliberative work product, and other information relating to the SGMA Issues and/or the Proceedings. The confidential and privileged communications and disclosures made under this Agreement are made in advancement of this common interest, and the Parties anticipate that

they would assert one or more common defenses and/or legal arguments in connection with the SGMA Issues and the Proceedings; and

WHEREAS, the Parties believe that their common interests are best served by confidentially sharing certain communications, information, and materials related to the SGMA Issues and/or the Proceedings which, independent of this Agreement, would be protected from disclosure to third-parties pursuant to the attorney-client privilege, attorney work product privilege, common defense doctrine, joint defense doctrine, common interest doctrine, the California Public Records Act, and/or other applicable privileges, confidentiality, exemptions, rules, doctrines and provisions of law (collectively, the "Privileges and Protections"), which materials may include, but are not limited to, legal analyses, legal research, administrative draft materials, and deliberative work product (collectively "Confidential Materials"); and

WHEREAS, the Parties desire to maintain applicable Privileges and Protections with respect to Confidential Materials and ensure that exchanges and disclosures of Confidential Materials between the Parties do not, by virtue of such exchanges or disclosures pursuant to this Agreement, waive any applicable Privileges and Protections.

NOW, THEREFORE, the Parties agree as follows:

1. The Recitals set forth above are incorporated as part of this Agreement.
2. In accordance with this Agreement, the Parties agree that Confidential Materials may be exchanged and disclosed between and among themselves to further their common interests. Such exchanges and disclosures ordinarily would not be made but for the confidentiality established by this Agreement and the advancement of the common interests and legal representation of the Parties. It is the mutual understanding of the Parties and their respective legal counsel that such exchanges or disclosures are not intended to diminish and shall not diminish in any way the Privileges and Protections to which the Confidential Materials are entitled. As further provided herein, this Agreement and its contents shall constitute Confidential Materials and shall remain confidential and privileged in accordance with the protections of this Agreement, except as required under Section 14 of this Agreement.
3. A Party's participation in this Agreement and any previous and subsequent sharing of Confidential Materials with any other Party shall in no way be construed as a waiver of any applicable Privileges and Protections that may be asserted individually by a Party, either pursuant to or independent of this Agreement.
4. Each Party expects that Confidential Materials exchanged or disclosed pursuant to this Agreement will remain fully confidential, privileged, and protected in accordance with this Agreement. Thus, the sharing of Confidential Materials pursuant to this Agreement does not waive any applicable Privileges and Protections that may be asserted individually by a Party, either pursuant to or independent of this Agreement. The Parties agree that Confidential Materials exchanged or disclosed under the terms of this Agreement will not be further disclosed to any non-Party, except as provided by this Agreement or as required by law.
5. Notwithstanding the general provisions of Government Code section 6254.5, no Party that discloses Confidential Materials pursuant to this Agreement intends to waive any privileges, protections, or other exemptions from disclosure of public records that are otherwise available under

the California Public Records Act. Pursuant to Government Code section 6254.5(e), each Party intends that all materials disclosed in accordance with this Agreement are to be treated as and shall remain confidential between the Parties, and shall not be considered or deemed public records subject to disclosure by any of the Parties under the Public Records Act, except as provided by this Agreement or otherwise required by law. The Parties recognize and agree that the protections of confidentiality and the information and materials shared confidentially pursuant to Section 6254.5(e) and this Agreement may be broader than other privileges and protections covered by this Agreement. For purposes of Section 6254.5(e), persons within ID No.1 that are authorized to obtain information confidentially exchanged under this Agreement include members of the Board of Trustees, the General Manager, the Assistant General Manager, the Water Resources Manager, the Government Affairs and Policy Manager, the ID No.1 Engineer, ID No.1's legal counsel, and consultant(s) retained by ID No.1 or ID No.1's legal counsel in connection with the SGMA Issues and/or the Proceedings. For purposes of section 6254.5(e), persons within the Parent District that are authorized to obtain information confidentially exchanged under this Agreement include members of the Board of Directors, the General Manager, the Groundwater Program Manager, the Parent District's legal counsel, and consultant(s) retained by the Parent District or the Parent District's legal counsel in connection with the SGMA Issues and/or the Proceedings. For purposes of section 6254.5(e), persons within the County Water Agency that are authorized to obtain information confidentially exchanged under this Agreement include members of the Santa Barbara County Water Agency Board of Directors, the Public Works Director, the Deputy Public Works Director – Water Resources, the County Water Agency Manager, the Water Resources Program Manager, County Counsel, and consultant(s) retained by the County Water Agency in connection with the SGMA Issues and/or the Proceedings. For purposes of section 6254.5(e), persons within the City that are authorized to obtain information confidentially exchanged under this Agreement include members of the City Council, the City Manager, the City Attorney, the Public Works Director, the Water Division Supervisor, and the City's legal or professional consultant(s) retained by the City in connection with the SGMA Issues and/or the Proceedings. If at any time any Party receives a request for production of documents pursuant to the Public Records Act that seeks any materials provided or received by the Party pursuant to this Agreement, such Party shall promptly notify the other Parties, and the Parties and their respective legal counsel shall coordinate and cooperate in good faith to formulate a determination and response to the Public Records Act request in accordance with applicable law and this Agreement.

6. Any Party providing written Confidential Materials pursuant to this Agreement should, but need not, take reasonable steps to identify itself as the producing Party by including its initials or name on the Confidential Materials, and clearly mark "Administrative Draft" and/or "Confidential and Privileged" on the face of any exchanged Confidential Materials.

7. Except as otherwise expressly provided by this Agreement, no Party shall disclose Confidential Materials received from any other Party under this Agreement to any non-Party without the written consent of each Party that may be entitled to claim any privilege or protection with respect to such materials. Any unauthorized disclosure of any Confidential Materials to any non-Party shall not constitute a waiver of any applicable confidentiality, privilege, protection, defense, or exemption from disclosure. Nothing in this Agreement, however, prohibits any Party from using or disclosing information or materials without the consent of any other Party to the extent such information or materials are available in the public forum or otherwise obtained independently of this Agreement and without violation of this Agreement.

8. Each Party shall take all reasonable steps necessary to permit and protect the assertion of all applicable Privileges and Protections with respect to Confidential Materials. Each Party agrees

that it has no right to waive any Privileges and Protections held by any other Party. A Party compelled by law to disclose information that is otherwise intended to be protected from disclosure under this Agreement shall provide (1) immediate and advance written notice to the other Parties and their respective legal counsel prior to any such disclosure, and (2) reasonable opportunity for the other Parties to oppose and prevent such disclosure.

9. Any inadvertent disclosure of Confidential Materials by any Party shall not constitute a waiver of any Privileges and Protections provided by applicable law and this Agreement, and any Party that inadvertently discloses any Confidential Materials shall (1) immediately provide written notice to the other Parties and their respective legal counsel, and (2) immediately demand in writing the return of the Confidential Materials inadvertently disclosed.

10. Nothing in this Agreement is intended to (1) limit or prohibit any Party from using or developing for its own use, any information, technical, legal, or other work product, to be used for any purpose, (2) preclude any Party from communicating confidentially with its own legal counsel, consultants, or experts, (3) require any Party or its legal counsel, consultants, or experts to share any independently generated privileged or confidential information, communication, documentation, or work product, or (4) limit or constrain the use by any Party of information that was prepared solely by that Party, its legal counsel, consultants, or experts in a context unrelated this Agreement. This Agreement does not require a Party to disclose Confidential Materials or other information to another Party. Each Party retains full discretion as to what Confidential Materials, if any, it discloses through this Agreement. Any disclosing Party that has disclosed Confidential Materials to a receiving Party under this Agreement may request in writing for the return of Confidential Materials, in which case such materials shall be returned to the disclosing Party within a reasonable time and without being copied or otherwise reproduced in any way by the receiving Party.

11. Each Party extends the following waivers to the other Parties and their respective legal counsel: (A) the fact that legal counsel, consultants, or experts for a Party may advise and assist another Party in relation to this Agreement shall not be used as a basis for seeking to disqualify such legal counsel, consultants, or experts from representing a Party in connection with the SGMA Issues, the Proceedings, or any other present or future matter(s), and each Party hereby waives the right to object to, or seek disqualification of, legal counsel, consultants, or experts for the other Parties from continued representation of their respective client by reason of having shared or received Confidential Materials under this Agreement; and (B) legal counsel for a Party shall not be disqualified from examining another Party, or its consultant(s) or expert(s) who testifies at any proceeding simply and solely because of such legal counsel's participation in relation to this Agreement.

12. Nothing in this Agreement, nor the Agreement itself, creates an attorney-client relationship or a duty of loyalty between any attorney and anyone other than the client of that attorney, and no such relationship will be deemed to arise by implication as a result of this Agreement and/or the resulting exchanges of Confidential Materials. This Agreement simply serves to create a duty of confidentiality between the Parties regarding Confidential Materials exchanged pursuant to this Agreement. Each Party shall be free and reserves all rights to maintain separate positions, to obtain additional information or material, and to independently represent their individual interests as they may see such interests without restriction or impairment by this Agreement.

13. Except as otherwise provided in this Agreement, this Agreement shall remain in full force and effect until such time as the Parties agree in writing to terminate the Agreement. Any Party may elect to withdraw from this Agreement. In the event of such withdrawal (1) the withdrawing Party shall provide ten (10) days advance written notification to the other Parties and their respective legal counsel, (2) within thirty (30) days of providing written notice of withdrawal, the withdrawing Party shall return any and all Confidential Materials in its possession that have been provided by any of the other Parties or their respective legal counsel, including any and all materials received by the withdrawing Party after a withdrawing event, and (3) upon the return of all Confidential Materials, this Agreement shall no longer be operative as to a withdrawing Party; provided, however, that upon a withdrawing event or upon termination of this Agreement, all Parties and their respective legal counsel shall remain subject to an ongoing and enforceable obligation to protect, in accordance with the terms of this Agreement, all previous disclosures of Confidential Materials and all Confidential Materials that are not returned by or to any Party as provided herein.

14. Nothing in this Agreement is designed to suppress non-privileged information that would otherwise be disclosable or to violate public policy.

15. The Parties hereto acknowledge and agree that the rights, privileges and interests to be protected by this Agreement are unique, that violation of this Agreement would result in irreparable harm and injury, and that no adequate remedy is available at law for a breach of this Agreement. In addition to any other remedies available, specific performance of this Agreement may be ordered or a breach hereof may be enjoined, or both. This Agreement shall be construed in accordance with the laws of the State of California.

16. Each Party shall be responsible for payment of all fees and expenses incurred by its respective legal counsel, consultants, experts, contractors, and other agents, it being understood and acknowledged by the Parties that no Party will have any obligations to pay or contribute to the fees or expenses incurred by any other Party in relation to activities under this Agreement, unless otherwise agreed upon in writing.

17. No Party, nor its respective elected officials, officers, employees, consultants, experts, contractors, legal counsel, or other agents shall by reason of this Agreement be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any other Party or its respective elected officials, officers, employees, consultants, experts, contractors, legal counsel, or other agents under or in connection with this Agreement.

18. This Agreement may be executed in counterparts (including verifiable facsimile and electronic formats), each of which shall be deemed a binding original, and all of which taken together shall constitute one and the same Agreement.

19. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be fully operative, to the extent possible.

20. No amendment, modification, assignment, or waiver of this Agreement shall be binding unless made in writing and signed by the Parties and their respective legal counsel.

21. This Agreement is binding upon the successors and assigns of each of the Parties.

22. Each Party to this Agreement represents and warrants that its signatory to this Agreement has the authority to bind that Party.

IN WITNESS WHEREOF, the Parties have entered this Agreement as of the Effective Date.

SANTA YNEZ RIVER WATER CONSERVATION DISTRICT
("PARENT DISTRICT")

By: _____
Kevin Walsh, General Manager

APPROVED AS TO FORM:

YOUNG WOOLDRIDGE, LLP

By: _____
Steve Torigiani, General Counsel for Parent District

ATTEST:
MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
Ex Officio Clerk of the Board of Directors
of the Santa Barbara County Water Agency

ACCEPTED AND AGREED:
SANTA BARBARA COUNTY WATER AGENCY

By: _____
Deputy

By: _____
Gregg Hart, Chair, Board of Directors

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

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

By: _____
Deputy

By: _____

SANTA YNEZ RIVER WATER CONSERVATION DISTRICT,
IMPROVEMENT DISTRICT NO. 1 ("ID NO.1")

By: _____
Paeter Garcia, General Manager

APPROVED AS TO FORM:

BROWNSTEIN HYATT FARBER SCHRECK

By: _____
Gary Kvistad, General Counsel for ID No.1

CITY OF SOLVANG ("CITY")

By: _____
Xenia Bradford, Acting City Manager

APPROVED AS TO FORM:

PRICE, POSTEL & PARMA LLP

By: _____
Chip Wullbrandt, City Attorney for City of Solvang



March 23, 2020

Honorable Gregg Hart, Chair and
Members of the Board of Supervisors
County of Santa Barbara
105 East Anapamu Street
Santa Barbara, CA 93101

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

Dear Chair Hart and Members of the Board of Supervisors:

On behalf of the Central Coast Water Authority (CCWA), I am writing to request that the Santa Barbara County Board of Supervisors (Board), acting in its capacity as the governing board of the Santa Barbara County Flood Control and Water Conservation District (District), formally approve assignment of the State Water Contract from the District to CCWA, as described in the proposed Assignment, Assumption and Release Agreement (Assignment Agreement), at your earliest convenience. A copy of the proposed Assignment Agreement is included as Attachment A to this letter.

The District and CCWA have been considering the contract assignment issue since at least 1991 and in earnest since 2015. Those discussions have been productive, albeit prolonged. It is time to bring the issue to a decision, for one simple reason: we are out of time. Several significant decisions and projects related to the continued operation, management and funding of the State Water Project (SWP) and delivery of supplemental water to Santa Barbara County will require review and consideration within the next twelve months. These projects are of critical financial importance to CCWA's Members and the other participants. Accordingly, the State Water Contract should be assigned to CCWA.

For all of the reasons provided in CCWA's prior correspondence to the Board regarding the proposed assignment (see correspondence from Ray Stokes dated January 31, 2019 and September 17, 2018), we believe that CCWA is the right public agency to evaluate the merits of these upcoming decisions and projects. CCWA's eight members (Members)¹ are all public agencies whose elected officials are directly responsible to their ratepayers and voters who fund the cost of the SWP facilities and the supplemental water supply that serves more than 85 percent of the County's residents and businesses. The impacts of the upcoming decisions regarding the SWP will be felt directly by these ratepayers and voters, and they are entitled to have a direct voice in those decisions.

Moreover, by assigning the State Water Contract to CCWA, the County will insulate itself from all of the fiscal and operational aspects of the SWP, including future projects. The assignment will result in a full release of the County from all potential liability for the State Water Contract and CCWA will be fully and directly responsible for it. As

255 Industrial Way
Buellton, CA 93427-9565
(805) 688-2292
FAX: (805) 686-4700

¹ CCWA's Members are: City of Buellton, City of Guadalupe, City of Santa Barbara, City of Santa Maria, Carpinteria Valley Water District, Goleta Water District, Montecito Water District, and Santa Ynez River Water Conservation District, Improvement District No. 1.



you know, although the District remains the contracting party to the State Water Contract with the Department of Water Resources (DWR), since 1991, CCWA has been 100% responsible for the State Water Contract and the delivery of SWP water to Santa Barbara County and CCWA's Members and other participants are responsible for 100% of the costs. CCWA also owns, operates and maintains the delivery system and treatment facilities that permit the delivery of SWP water to Santa Barbara County. Since 1991, the County has not paid a nickel toward the cost of SWP water or any of the facilities that deliver SWP water to Santa Barbara County. Nevertheless, the District remains the contracting party. In the event of a CCWA default, the District, and thus the County of Santa Barbara and County tax payers, even those that do not receive SWP water, would be liable.

In 2017, all eight Members of CCWA individually approved assignment of the State Water Contract from the District to CCWA. Of the 42 elected officials who considered assignment of the State Water Contract from the District to CCWA, only two voted against assignment, and one (then City of Santa Barbara Councilmember Gregg Hart) abstained.

On October 26, 2017, CCWA's Board of Directors unanimously approved a draft of the proposed Assignment Agreement, specifically agreeing to assume all responsibility for, and liability regarding, the State Water Contract, and the full release of the County from all responsibility and liability. (See CCWA Resolution No. 17-04 previously provided to the Board.) DWR has also, informally, agreed to assignment of the State Water Contract. (See correspondence from DWR dated September 17, 2018 previously provided to the Board.) DWR will not provide its final approval until the Board, on behalf of the District, has approved the assignment.

When the Board last considered assignment in February, 2019, it instructed District staff to investigate a number of issues before returning to the Board for formal consideration of assignment. CCWA staff has worked diligently with District staff since February, 2019 to address and/or respond to all of the issues raised by the Board. CCWA has also addressed an additional issue regarding out-of-county sales of SWP water raised by District staff. A summary of CCWA's response to these issues is provided in Attachment B to this letter. Accordingly, the only remaining action is the Board's decision on the assignment.

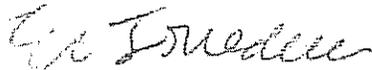
As described in detail in CCWA's prior correspondence regarding this matter (see correspondence from Ray Stokes dated January 31, 2019 and September 17, 2018), assignment of the State Water Contract provides numerous benefits for the County and Santa Barbara County residents and ratepayers. Most importantly, assignment aligns State Water Contract decision-making authority with financial and operational responsibility by making CCWA fully and solely responsible for the State Water Contract. At the same time, assignment releases the District, the County and the residents of Santa Barbara County who do not receive SWP water from all potential liability for the State Water Contract. This result aligns with the County's oft-stated interest in being relieved of the obligations and liability for the State Water Contract.

What's more, assignment of the State Water Contract would streamline decision-making regarding the delivery of supplemental water at the local level and eliminate redundant and unnecessary government that is costly to County rate-payers, delays decision-making and is unnecessarily complex. Because the District has no role in the delivery of SWP water to Santa Barbara County, there is no rational basis for the District to continue as the contracting party.

Finally, it should be noted that CCWA's management of the State Water Contract has been exemplary. Since 1991, CCWA has never missed a single payment to the State of California, and its financial management and reporting systems have been recognized for their excellence. CCWA has been scrupulous in monitoring and auditing the costs imposed by the State on CCWA, and CCWA has been one of the statewide leaders in efforts to promote accuracy and transparency in the State's cost accounting for the State Water Project. As a result of CCWA's expert and prudent management of the delivery of State Water Project water to Santa Barbara County, CCWA has demonstrated that it has the technical, financial and managerial expertise to contract with the State for the delivery of SWP water. In sum, CCWA has expertly and prudently managed the State Water Contract for 27 years and it will continue to do so as the contracting party for SWP water for Santa Barbara County.

I respectfully request that the Board of Supervisors approve, as soon as possible, assignment of the State Water Contract from the District to CCWA.

Sincerely,



Eric Friedman
Chair of the Board of Directors

Attachments:

- A: Assignment, Assumption and Release Agreement
 - B: CCWA Responses to County Board of Supervisor Questions/Issues
-
- cc: Karla Nemeth, Director, DWR
 - Spencer Kenner, DWR Chief Counsel
 - CCWA Member Agencies
 - Mona Miyasato, Chief Executive Officer, Santa Barbara County
 - Tom Fayram, Water Resources Deputy Director, Santa Barbara County
 - Michael Ghizzoni, County Counsel, Santa Barbara County
 - Johannah Hartley, Deputy County Counsel, Santa Barbara County,
 - Ray Stokes, Executive Director, Central Coast Water Authority
 - Stephanie Hastings, General Counsel, Brownstein Hyatt Farber Schreck

ATTACHMENT A

ASSIGNMENT, ASSUMPTION, AND RELEASE AGREEMENT
REGARDING STATE WATER SUPPLY CONTRACT
FOR SANTA BARBARA COUNTY

This **ASSIGNMENT, ASSUMPTION, AND RELEASE AGREEMENT** (the "**Agreement**") is made by and between the Santa Barbara County Flood Control and Water Conservation District (the "**District**"), the Central Coast Water Authority (the "**Authority**"), and the California Department of Water Resources (the "**DWR**") (each, a "**Party**" and collectively, the "**Parties**"), with reference to the following facts and intentions. This Agreement is effective as of _____, 2020, which is the last date of signature by all Parties hereto (the "**Effective Date**").

RECITALS

A. As of February 23, 1963, the District entered into a Water Supply Contract with the DWR (the "**State Water Supply Contract**") with respect to the delivery of 57,700 acre feet per year of water from the State Water Project to Santa Barbara County. Said quantity of water is set forth in "**Table A**" to the State Water Supply Contract and is therefore referred to as the "**Table A Allocation.**" As permitted by Article 45(e) of the State Water Supply Contract, the District elected to delay construction of the facilities that would be required to permit delivery of the Table A Allocation.

B. In 1981, the District and the DWR executed Amendment No. 9 to the State Water Supply Contract whereby the District agreed to reduce its Table A Allocation to 45,486 acre feet per year ("**Amended Table A Allocation**"). The balance of the Table A Allocation, which is 12,214 acre feet per year, is referred to as the "**Suspended Table A Allocation.**"

C. On various dates between 1985 and 1988, the District entered into a series of agreements, each called a "**Water Supply Retention Agreement,**" with various cities, water districts, and other retailers and end users of water (the "**Participant(s)**"). Under each Water Supply Retention Agreement, the District assigned a specified portion of the Amended Table A Allocation to the Participant.

D. In August 1991, the Authority was formed by eight public agencies ("**Members**"), each of whom was a Participant. The Authority entered into a series of agreements, each called a "**Water Supply Agreement,**" with each Member and several additional Participants. Each of the Water Supply Agreements included a provision that the rights held by each Participant under its Water Supply Retention Agreement with the District was assigned to the Authority, in return for the delivery of that water by the Authority to the Participant. Each of the remaining Participants elected not to participate further and assigned its respective rights under its Water Supply Retention Agreement with the District to the Authority.

E. On November 12, 1991, the Authority and the District entered into a “**Transfer of Financial Responsibility Agreement**” under which the Authority agreed, *inter alia*, to accept responsibility for all financial obligations of the District under the State Water Supply Contract.

F. In August 1997, the Authority completed construction and permanently fixed the size and delivery capability of the transportation and treatment system by which water under the State Water Supply Contract would be delivered to those Participants having entered into Water Supply Agreements with the Authority.

G. In August 1997, the first delivery of water to Santa Barbara County pursuant to the State Water Supply Contract was made.

H. Since the formation of the Authority and in connection with the Authority’s ownership and operation of the transportation and treatment system connecting the State Water Project to Santa Barbara County, it has been the intention of the Authority and the District that the Authority receive all rights, and assume all of the District’s obligations, under the State Water Supply Contract, and that the District be released from all such obligations. The Parties desire to enter into this Agreement to effectuate such assignment, assumption, and release.

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 this Agreement, the District does hereby assign, transfer, and set over to the Authority, without recourse and without representation or warranty of any kind, all of the District’s rights, title, and interest in, to, and under the State Water Supply Contract (including, but not limited to, the District’s rights to delivery of the Table A Allocation, inclusive of the Suspended Table A Allocation), along with all liabilities and obligations of the District arising from or under the State Water Supply Contract. This assignment is absolute and presently effective.

2. **Assumption.** Effective as of the Effective Date of this Agreement, the Authority accepts such assignment without recourse and without representation or warranty of any kind, and assumes all of the District’s liabilities and obligations arising from or under the State Water Supply Contract, 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 of the District under the State Water Supply Contract. The Authority agrees to be bound by said State Water Supply Contract to the same extent as if it had been an original party to said instrument and accepts and agrees to perform all of the District’s obligations therein.

3. **Authority Indemnification and Release.** The Authority 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 attorneys' fees and costs) which may at any time on or after the Effective Date be imposed on, incurred by, or asserted against the District by any third party, based on, resulting from, in any way relating to, in connection with, or arising out of the State Water Supply Contract, except to the extent caused by the District's gross negligence or willful misconduct.

4. **DWR Consent and Release.** DWR hereby consents to the assignment, transfer, and assumption described herein, and releases the District from all liabilities and obligations arising from or under the State Water Supply Contract. DWR shall hold the Authority responsible for all liabilities and obligations of the District arising from or under the State Water Supply Contract to the same extent as if the Authority had been an original party to said instrument.

5. **Right of First Refusal Regarding Permanent Out-Of-County Sale.** If at any time following the Effective Date of this Agreement, a Participant proposes to sell or otherwise dispose of all or any portion of its Project Allotment (as that term is defined in the Participant's Water Supply Agreement), such that such Project Allotment ("**Sale Allotment**") will no longer be delivered to end users within the County of Santa Barbara County ("**Permanent Out-of-County Sale**"), the Authority's approval of such Permanent Out-of-County Sale as required by the Participant's Water Supply Agreement shall be subject to a right of first refusal by the District to take delivery of such Sale Allotment on the same terms and conditions ("**District's Right of First Refusal**"). For clarity, the District's Right of First Refusal shall be secondary and subordinate to the right of first refusal held by each Participant pursuant to the provision of each Participant's Water Supply Agreement that provides for the "Sale or Other Disposition of Project Allotment."

6. **Reimbursement.**

a. **Reacquisition of Suspended Table A Allocation.** If at any time following the Effective Date of this Agreement, the Authority reacquires the Suspended Table A Allocation, the Authority shall reimburse the District for an amount equivalent to the amount the District otherwise would have been entitled to pursuant to Article 45(j) of the State Water Supply Contract. If the Authority elects to reacquire only a portion of the Suspended Table A Allocation, then the reimbursement shall be for a corresponding proportionate share of the overpayment, as provided in Article 45(j). Subject to all laws, including but not limited to the California Environmental Quality Act, the Authority shall make all reasonable best efforts to consider and analyze reacquisition of the Suspended Table A Allocation within a reasonable period of time following the Effective Date. If at any time following the Effective Date of this Agreement, the Authority elects not to purchase all or a portion of the Suspended Table A Allocation (the Suspended Table A Allocation not reacquired being the "**Excess Table A**

Allocation”), and DWR reimburses the Authority for all or a portion of the overpayment attributable to the Excess Table A Allocation pursuant to Article 45(j), the Authority shall deliver such reimbursement to the District.

b. **Permanent Out-of-County Sale.** If at any time following the Effective Date of this Agreement, a Permanent Out-of-County Sale is completed, the Authority shall reimburse the District in an amount equivalent to the portion of the actual Transportation Capital Costs, Transportation Minimum OMP&R and the Delta Water Charges, as those terms are defined in the State Water Supply Contract, that bears the same ratio as the Sale Allotment bears to the Table A Allocation for the period in which the District was fully responsible for the State Water Supply Contract. As determined in the calendar year 2019 DWR Statement of Charges, the actual costs paid by the District for the calendar year 1964 to the year 1985 total \$8,922,919, as set forth in the schedule attached as **Exhibit A** to this Agreement, which is incorporated by this reference.

7. **Governing Law and Jurisdiction.** The validity and interpretation of this Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

8. **Waiver.** Any waiver or failure to declare a breach as a result of the violation of any term or condition 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.

9. **Counterparts.** The Parties may execute this Agreement in counterpart. The Parties agree to accept facsimile or PDF signatures as original signatures.

10. **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.

11. **Other Agreements and Term Sheet.**

a. **Transfer of Financial Responsibility Agreement.** Upon the Effective Date of this Agreement, the Transfer of Financial Responsibility Agreement shall automatically terminate and this Agreement shall supersede all provisions of the Transfer of Financial Responsibility Agreement.

b. **Water Supply Retention Agreements.**

(i) **Assignment and Assumption.** Effective as of the Effective Date of this Agreement, the District does hereby assign, transfer, and set over to the Authority, without recourse and without representation or warranty of any kind, all of the District’s rights, title, and interest in, to and under all the existing Water Supply Retention

Agreements, along with all liabilities and obligations of the District arising from or under the Water Supply Retention Agreements. The Authority accepts such assignment without recourse and without representation or warranty of any kind, and assumes all of the District's liabilities and obligations arising from or under the Water Supply Retention Agreements, 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 of the District under the Water Supply Retention Agreements. The Authority agrees to be bound by the Water Supply Retention Agreements to the same extent as if it had been an original party to said instruments and accepts and agrees to perform all of the District's obligations therein.

(ii) **Release and Indemnification.** The Authority 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 attorneys' fees and costs), which may at any time on or after the Effective Date be imposed on, incurred by or asserted against the District by any third party, based on, resulting from, in any way relating to, in connection with, or arising out of the Water Supply Retention Agreements, except to the extent caused by the District's gross negligence or willful misconduct.

c. **Term Sheet Regarding Reacquisition of Table A Water.** Upon the Effective Date of this Agreement, the Term Sheet Regarding Reacquisition of Table A Water approved by the District on or about December 13, 2016 ("**Term Sheet**") shall automatically terminate and this Agreement shall supersede all provisions of the Term Sheet.

12. **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 mail, postage prepaid, or electronic mail followed by written notice sent by U.S. mail and addressed to the Parties as follows:

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

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

California Department of Water Resources

[ADD CONTACT]

13. **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.

14. **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.

– Signatures Follow on Next Page –

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

**SANTA BARBARA COUNTY FLOOD
CONTROL AND WATER
CONSERVATION DISTRICT**

APPROVED AS TO FORM:

By: _____
Fray Crease, Water Agency Manager

By: _____
Michael C. Ghizzoni, County Counsel

Date: _____

CENTRAL COAST WATER AUTHORITY

APPROVED AS TO FORM:

By: _____
Ray Stokes, Executive Director

By: _____
Stephanie Osler Hastings
Brownstein Hyatt Farber Schreck, LLP

Date: _____

**CALIFORNIA DEPARTMENT OF WATER
RESOURCES**

APPROVED AS TO FORM:

By: _____
Karla Nemeth, Director

By: _____
Spencer Kenner, Chief Counsel

Date: _____

EXHIBIT A: Schedule of costs paid by District from 1964 to 1985

ATTACHMENT B

CCWA RESPONSES TO COUNTY BOARD OF SUPERVISOR QUESTIONS/ISSUES

I. Post-Assignment Liability

On numerous occasions, the Santa Barbara County Board of Supervisors (Board) has expressed interest in having the Santa Barbara County Flood Control and Water Conservation District (District), fully and finally relieved from all actual and potential liability for the State Water Contract. Since 1991, although CCWA has assumed full responsibility for all costs and liabilities of the State Water Contract, as the contracting party, the District, and thus the County of Santa Barbara, retains some residual liability in the event of a default by CCWA. During its February, 2019 meeting, the Board expressed concern about the potential that the proposed assignment would not fully relieve the County of all liability for the State Water Contract.

The proposed Assignment Agreement clearly/unambiguously provides for the full assignment of the State Water Contract from the District to CCWA and both CCWA and DWR's full release of the County from any continuing obligation. (See Assignment Agreement, ¶ 3.) CCWA staff has worked closely with the District's staff and County Counsel over the past two years to address any issues or concerns with respect to the proposed assignment. County Counsel has expressed no concern regarding the release provisions in the proposed Assignment Agreement. In short, with assignment of the State Water Contract to CCWA, the County will have no liability for it.

A. Reacquisition of Table A Project

Also at its February, 2019 meeting, the Board expressed interest in, and support for, CCWA's reacquisition of certain SWP Table A allocation previously relinquished by the District in 1981 with Amendment No. 9 to the State Water Contract.

CCWA, on behalf of one or more of its Members and other CCWA participants,¹ proposes to reacquire up to 12,214 acre-feet per year of additional SWP Table A allocation, thereby increasing the total Table A allocation pursuant to the State Water Contract from 45,486 AFY to 57,700 AFY (Reacquisition Project). The quantity of increased Table A supply that could be available for delivery to CCWA as a result of the Reacquisition Project is contingent upon capacity constraints of existing facilities and projected future decreases in the reliability of SWP Table A supply. If SWP reliability increases or remains the same as historical reliability, under the proposed project, more water would be available for delivery to CCWA as compared to the existing condition. If SWP reliability decreases as compared to historical reliability, the proposed project would serve to offset this decrease in whole or in part. Accordingly, the proposed project will provide an additional buffer against future droughts, among other benefits.

The proposed Reacquisition Project is well underway. On February 14, 2020, CCWA published its Notice of Publication of an EIR and on February 27, 2020, CCWA held a Scoping Meeting. The comment period on the Notice of Publication closed on March 16, 2020. CCWA staff anticipates presenting the Reacquisition Project and CEQA compliance document to the CCWA Board of Directors in late summer, 2019. If approved, the Reacquisition Project will require amendment of the State Water Contract.

B. CCWA Voting

Also at its February, 2019 meeting, the Board inquired about CCWA's weighted voting structure.

¹ To date, four Members have elected to participate: Carpinteria Valley Water District, Montecito Water District, City of Santa Maria, and Santa Ynez River Water Conservation District, Improvement District No. 1.

As provided in the Joint Exercise of Powers Agreement, CCWA Member voting is proportional based on each agency's share of CCWA's SWP allocation (Table A amount). All costs and liabilities of CCWA are allocated according to each participant's proportional share of the project allocation. Therefore, the City of Santa Maria, which holds the largest share of the project allocation, and thus the largest costs, holds the largest vote.

However, each Member's voting percentage is capped; it may not be increased in excess of the Member's original project allocation, as set forth in the Member's first Water Supply Agreement with CCWA. Therefore, even if a Member increases its allocation and share of CCWA's costs and liabilities, the Member's voting percentage will not increase. For example, the City of Santa Maria's voting percentage is 43.19%, yet its current share of the Members' total project allocation, is materially higher – 50.9%. Even if the City of Santa Maria increases its allocation further, for example by participating in the Reacquisition Project, its voting percentage will remain capped at 43.19%, despite the fact that its share of the Members' total project allocation will be increased.

CCWA's weighted voting structure has worked without incident for more than twenty years. Since CCWA began water deliveries in 1997, nearly all CCWA Board votes have been unanimous. By way of example, the CCWA Board recently voted unanimously on both the Reacquisition Project and an earlier version of what is now referred to as the "Delta Conveyance" project, two of the most important projects facing CCWA. As noted above, in 2017, all eight Members – including the South Coast Members – voted unanimously in favor of Assignment.

CCWA's voting structure is unrelated to assignment. A Member may, at any time and without regard to whether the District or CCWA is the contracting party for the State Water Contract, propose amendment of the Joint Exercise of Powers Agreement creating CCWA to modify the weighted voting structure. To date, no Member has proposed such an amendment.

C. Out-of-County Sales of Table A

Following the Board's February 5, 2019 meeting, District staff raised concern that if the State Water Contract was assigned to CCWA, one or more Members may seek to sell all or a portion of their Table A allocation outside of the County without the County's consent. District staff expressed an interest in ensuring that the County of Santa Barbara retains the benefits of the SWP in-county.

On October 23, 2019, in response to District staff's stated concerns regarding potential out-of-county sales of Table A, the CCWA Board of Directors directed staff to revise the proposed Assignment Agreement to include an obligation by CCWA to condition any approval of a CCWA participant's proposal to permanently sell all or a portion of its Table A allocation to a party out of the County, as follows:

- In addition to offering the Table A proposed to be sold outside Santa Barbara County first to all CCWA participants, per the selling participant's Water Supply Agreement, the selling participant must also offer the Table A to be sold to the District on the same terms and conditions; and
- If the District declines to purchase the Table A proposed to be sold outside Santa Barbara County, and the sale is completed, the selling participant will reimburse the District for all amounts paid by the District to DWR during the period 1963 to 1991 that were associated with the increment of water to be sold (per acre-foot).

CCWA staff revised the proposed Assignment Agreement as directed by the CCWA Board of Directors. (See Assignment Agreement, ¶¶ 5 and 6(b).)

Agenda Item XII. - Reports

Paeter Garcia

From: Scrudato, Matthew <mscruda@cosbpw.net>
Sent: Tuesday, April 7, 2020 11:45 AM
To: jbarget@vvcwsd.org; 'JHaggmark@SantaBarbaraCA.gov'; 'jmcinnes@goletawater.com'; Kelley Dyer (kdyer@SantaBarbaraCA.gov); 'mattv@cityofsolvang.com'; Nicholas Turner (nturner@montecitowater.com); Paeter Garcia; Robert McDonald; Ryan Drake; Shaun Ryan (s_ryan@ci.lompoc.ca.us)
Cc: Crease, Fray
Subject: Cloud Seeding 2020-21 Program

Good afternoon South County Cloud Seeding Partners,

I hope this email finds you all doing well. I heard that Stephanie Beall gave an informative presentation during the March purveyor meeting. Sorry I missed it. I was fighting off a brutal flu. Hopefully Stephanie was able to answer all your cloud seeding program questions and give you an opportunity to consider future operations for the Cachuma area. We're currently wrapping up our 2019-20 north county Twitchell program on April 15, and I thought it would be a good time to start a discussion about the 2020-21 program. Cloud seeding has been a consistent program in Santa Barbra County since 1981, with the earliest seeding in the upper Santa Ynez starting in 1950-51. It would be great if we could maintain our momentum.

The Whittier Burn has recovered nicely these last few years. We also primarily target the upper watershed north of this burn perimeter. The Thomas Burn comprises a small portion of the eastern target area, but can be avoided using suspension criteria (wind direction, precipitation intensities, etc.). This can be evaluated after another few months of revegetation.

As in previous years, we have the ability to create a program that fits the needs of the group. It can be ground based only, air and ground based, and at any duration (four or five months for example). Personally, I think it would be a good idea to start our program as ground based only. We have some ideas for additional ground sites at locations which will improve our seeding capabilities.

As a rough estimate, contractor costs for a 4-month full county (north and south) ground only program are \$204,000. A 5-month program is about \$234,000. As a comparison, the 2019-20 north county ground only 4-month program was \$146,600. Our last full county program in 2016-17 was \$351,925 for 3-months air and 5-month ground. As in the past, the Water Agency will cover 50% of these operation costs.

We can proceed with a phone conference or Zoom meeting, or continue these initial discussions through group email.

I look forward to hearing from all of you.

Matt

Matthew C. Scrudato
Senior Hydrologist

SANTA BARBARA COUNTY WATER AGENCY
620 West Foster Road
Santa Maria, CA 93455
(805) 803-8781

Paeter Garcia

From: Scrudato, Matthew <mscruda@cosbpw.net>
Sent: Tuesday, April 7, 2020 8:38 AM
To: Crease, Fray; Daryl Souza (dsouza@smvwcd.org); 'districtoffice@smvwcd.org'; Fayram, Tom; jbarget@vvcasd.org; 'JHaggmark@SantaBarbaraCA.gov'; 'jmcinnes@goletawater.com'; Kelley Dyer (kdyer@SantaBarbaraCA.gov); 'lmlong@cityofsantamaria.org'; 'mattv@cityofsolvang.com'; Nicholas Turner (nturner@montecitowater.com); Paeter Garcia; Robert McDonald; Ryan Drake; Shaun Ryan (s_ryan@ci.lompoc.ca.us); 'sspringer@cityofsantamaria.org'; 'TobyMoore@gswater.com'; Tom Gibbons
Subject: March Cloud Seeding Report
Attachments: March 2020 Cloud Seeding Report.pdf

Good moning Cloud Seeding Partners,

Attached please find the March 2020 cloud seeding report for North County at Twitchell Reservoir for the period March 1-31, 2020. I'm including south county participants as well so they can follow this years' activities.

March was an active and productive month providing an opportunity to seed five events. The March monthly percent of normal rainfall county-wide was 172%. We also extended the program this year and seeded the most recent April storm.

County-wide precipitation summaries can be located using the link below:
<http://www.countyofsb.org/uploadedFiles/pwd/Content/Water/Documents/rainfallreport.pdf>

Please let me know if you have any questions. Thank you and have a good day.

Matt

Matthew C. Scrudato
Senior Hydrologist

SANTA BARBARA COUNTY WATER AGENCY
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Air Quality, Applied Meteorology, Meteorological Research, Weather Modification

April 7, 2020

Matthew Scrudato
Santa Barbara County Water Agency
130 E. Victoria St, Suite 200
Santa Barbara, CA 93101

Dear Matt:

This report covers seeding operations for the Santa Barbara County cloud seeding program during the month of March 2020. March proved to be a much wetter month than the previous two combined, with a number of systems affecting the Central Coast. There were a few weak storms that were not seeded, with a total of five seeding days for the month of March. Table 1 lists the flares dispensed from each site during each storm period.

March Weather and Operations Summary

March was not only a better month operationally, but a number of systems that were not seedable still provided additional rainfall across Santa Barbara County. Every week during the month yielded at least one operational period, except for the last few days of the month.

Table 1
March 2020 Seeding Flares Dispensed

Seeding Period	Mt. Lospe	Harris Grade	Berros Peak	Storm Total
March 1	0	0	4	4
March 9	2	2	0	4
March 10	0	8	0	8
March 16	2	10	0	12
March 22	2	3	3	8
March Total	9	23	7	36

March 1, 2020

An elongated trough of low pressure eventually become cut off and moved south of Point Conception on the 1st. This allowed for a weak but still seedable convective band to affect the County. The band was of moderate intensity (Figure 1) and did provide some marginal precipitation across the County. Temperatures at 700 mb were at -7°C during the afternoon when seeding operations took place. Winds were somewhat variable in the lower levels, but mean storm motion was southwesterly, which moved the band into the target area and were favorable for seeding. A total of four flares were dispensed from one ground site during this event.

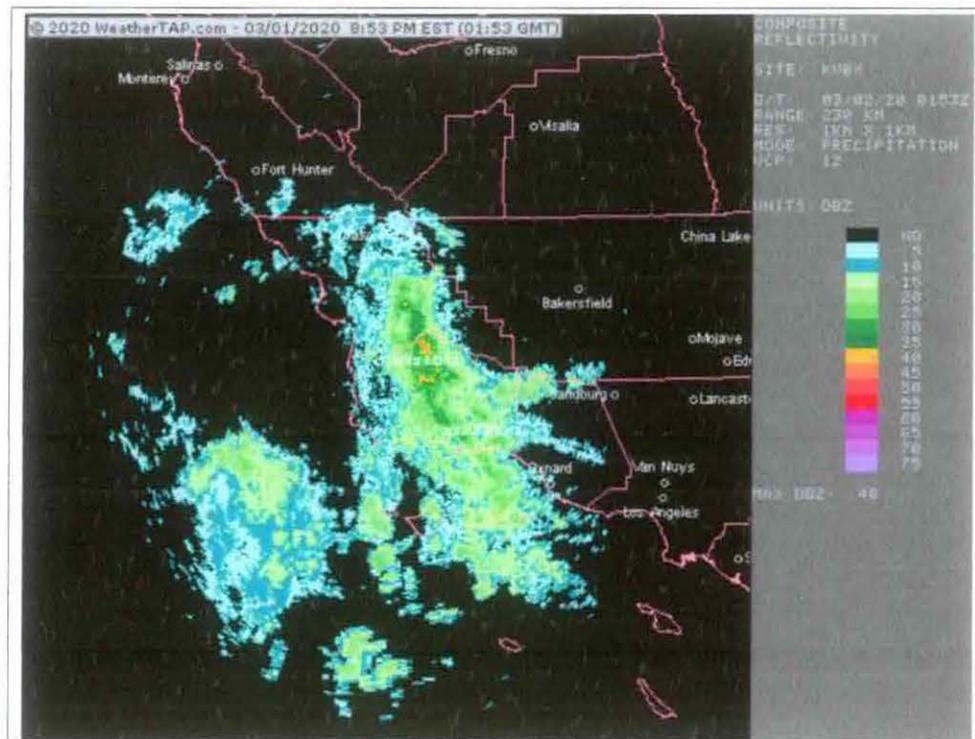


Figure 1 Composite Reflectivity on March 1, 2020 at 1753 PST

March 9-10, 2020

Two seeding periods occurred during this storm event. Seeding operations occurred on the 9th with another trough/cut off low pressure system off the coast of California. This system was similar to the one at the beginning of the month, in terms of temperatures and moisture values. On the 9th, a pre-frontal trough moved through the area, providing enough lift and instability to yield a weak convective band between 0800 and 1000 PDT (Figure 2). Temperatures were -7°C at 700 mb and winds were southeasterly throughout most of the column. The band was moving from southwest to northeast, so even though the ambient winds were from the southeast (Figure 3), the storm motion vector would carry the seeded

band downwind into the target area. A total of three flares were dispensed from one ground site on the 9th.

A more defined band formed during the afternoon hours of the 10th. This band moved into the area from the south, which allowed for ample use of the Harris Grade site. Temperatures were -5°C at 700 mb (10,000 feet) but more importantly echo tops (Figure 4) were reaching up to about 25,000 feet. This translates into a very large portion of the cloud potentially containing supercooled liquid water (SLW). A useful product produced from the NEXRAD radar data is Vertically Integrated Liquid. This parameter essentially gives an idea of how much SLW is in the cloud. Figure 5 shows very high values associated with the band that was seeding during the afternoon hours. Since the band was moving from the southeast to the north/northwest, seeding in southeasterly flow was appropriate for optimal seeding conditions (Figure 6). The band was very robust (Figure 7) intensity wise and contained a fair bit of lightning. Moderate rain occurred as this band passed over the county. A total of eight flares were fired from one ground site during this seeding event.

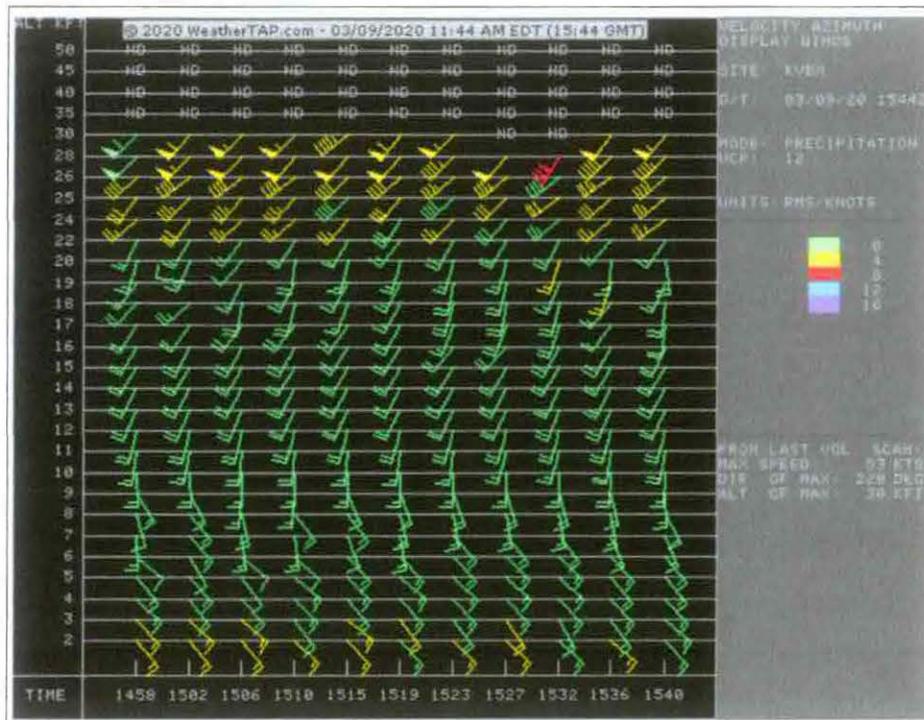


Figure 2 VAD wind display on March 9, 2020 at 0844 PDT

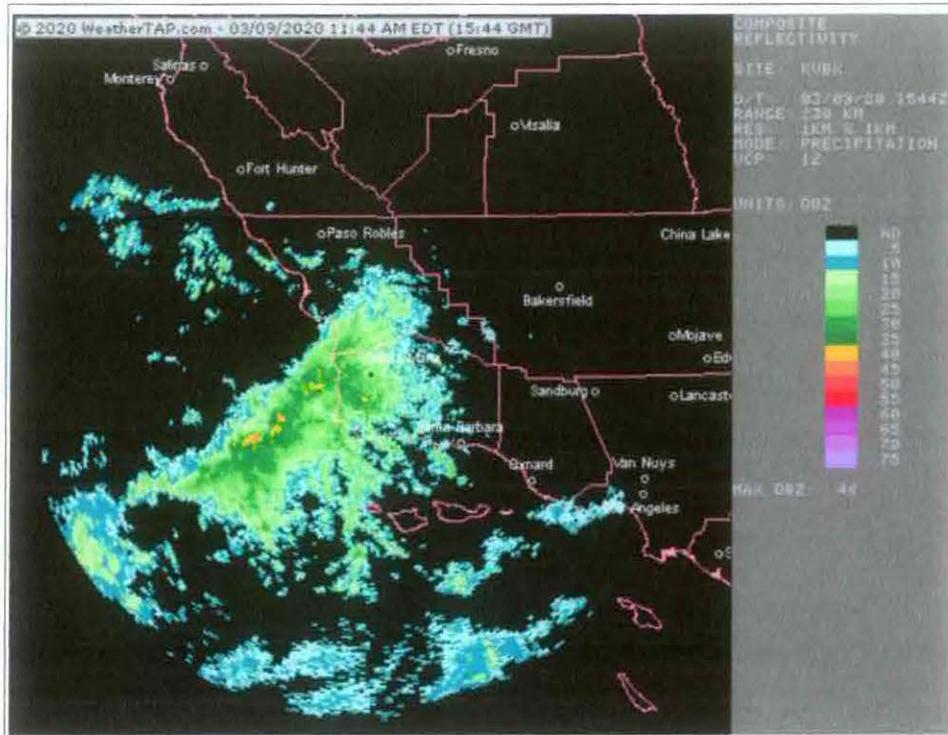


Figure 3 Composite Reflectivity on March 9, 2020 at 0840 PDT

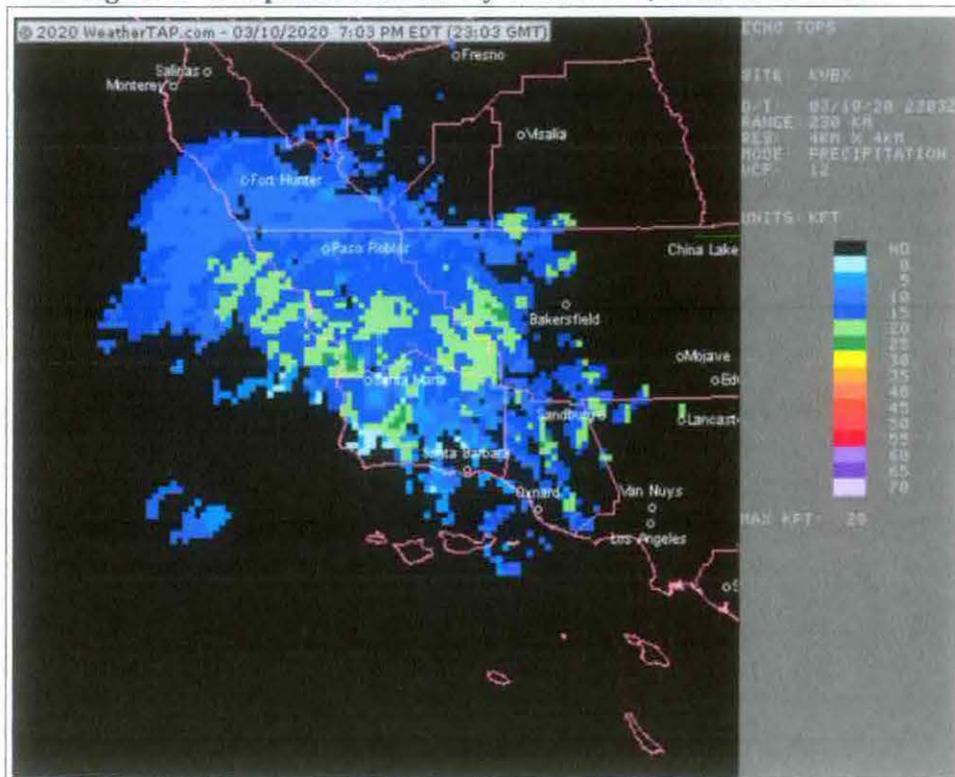


Figure 4 Echo tops on March 10, 2020 at 0000 PDT

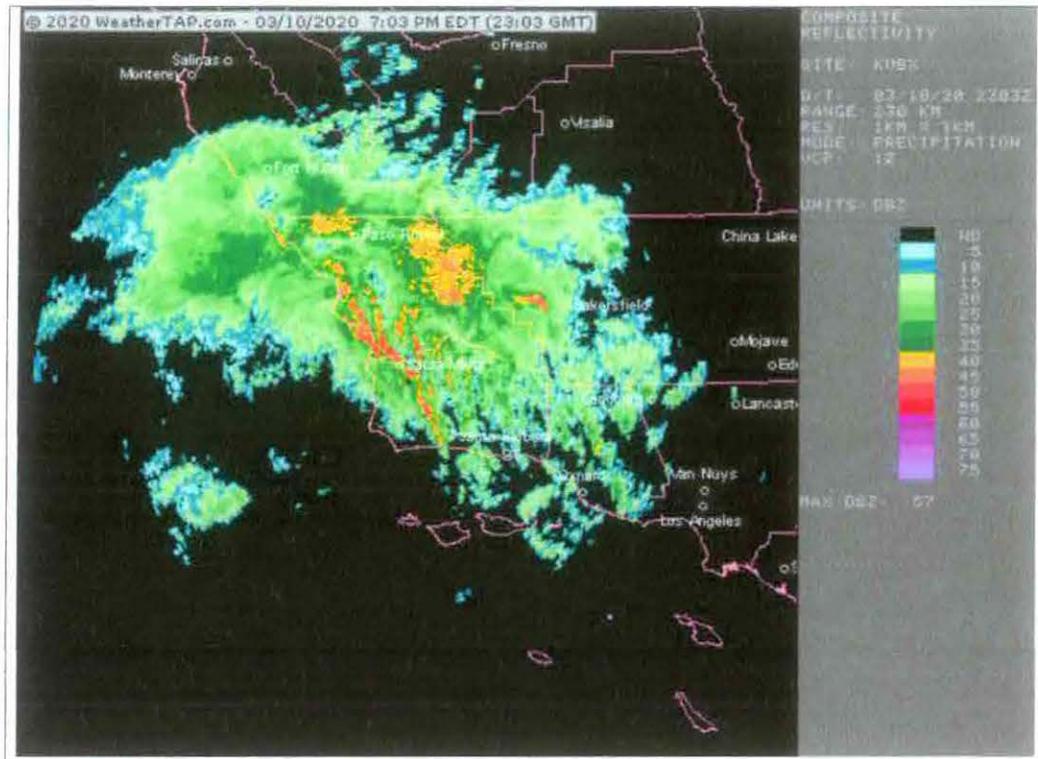


Figure 7 Composite Reflectivity on March 10, 2020 at 1603 PDT

March 16, 2020

A closed low moved down from the Pacific Northwest coast into the central California coast by early on the 16th. 700 mb temperatures were around -8°C and the freezing level was near 800 mb or about 6,000 feet. This allow for two convective bands to be seeded, with a more robust one (Figure 8) forming and impacting the county between 1000 and 1200 PDT. It contained echo tops (Figure 9) around 10,000 feet which suggested that a substantial portion of the cloud contained super cooled liquid water. Winds were southerly at the surface with a shift to south/southwest winds as the band moved through (Figure 10). Seeding occurred on two separate bands with only light precipitation amounts. A total of 12 flares were dispensed from two ground sites during this seeding period.

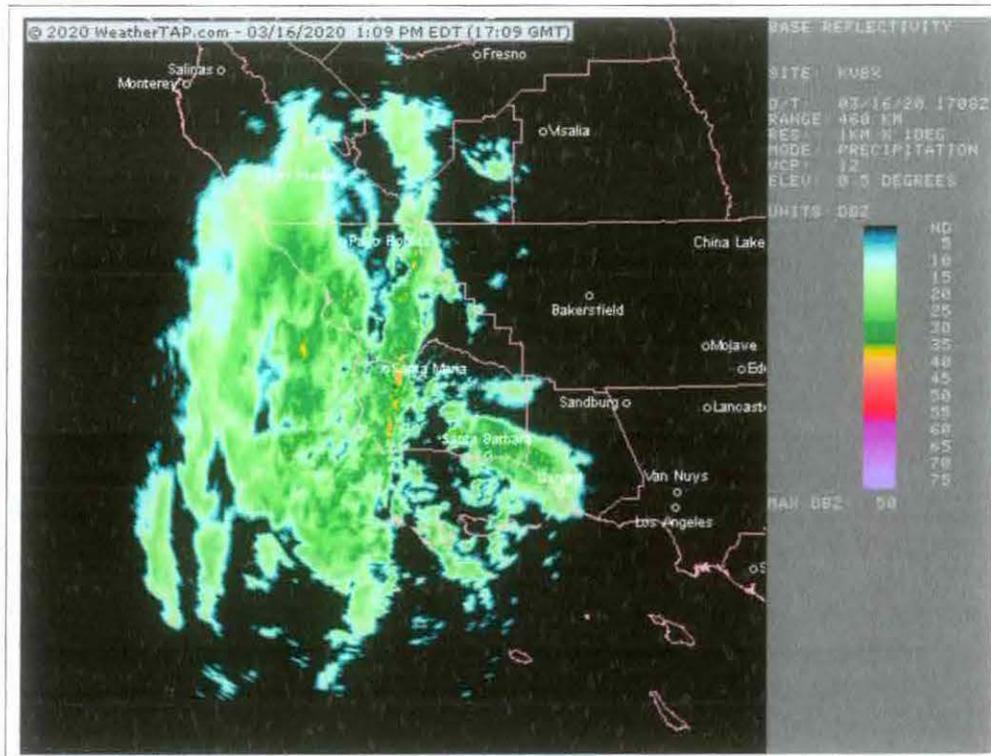


Figure 8 Composite Reflectivity on March 16, 2020 at 1000 PDT

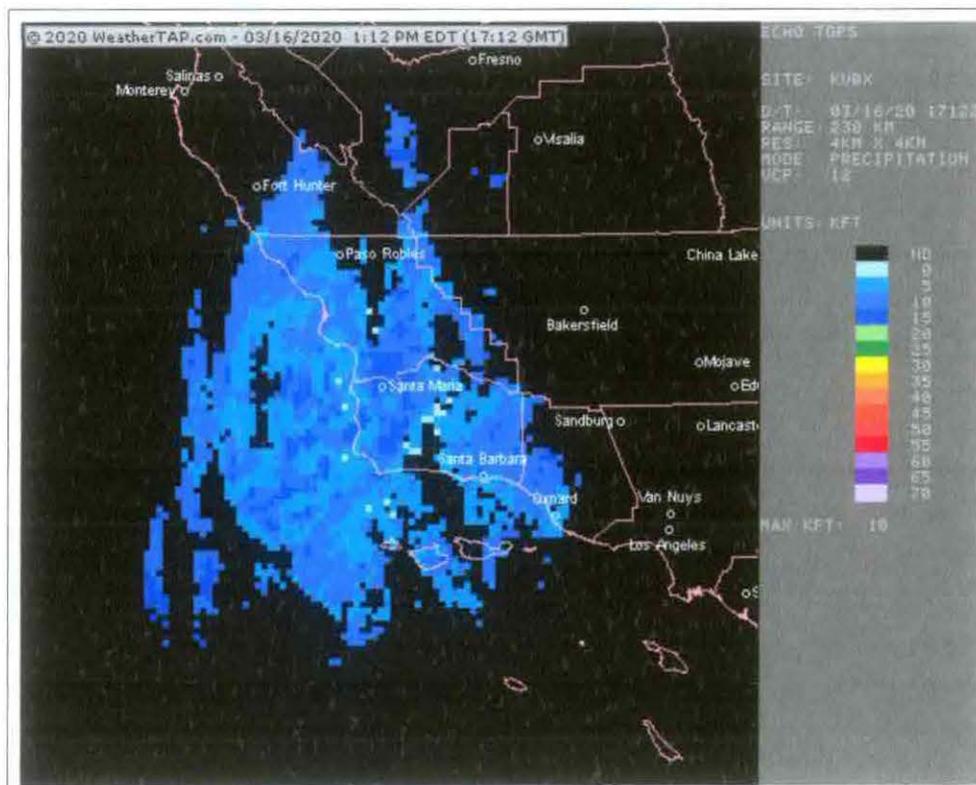


Figure 9 Echo tops on March 16, 2020 at 1012 PDT

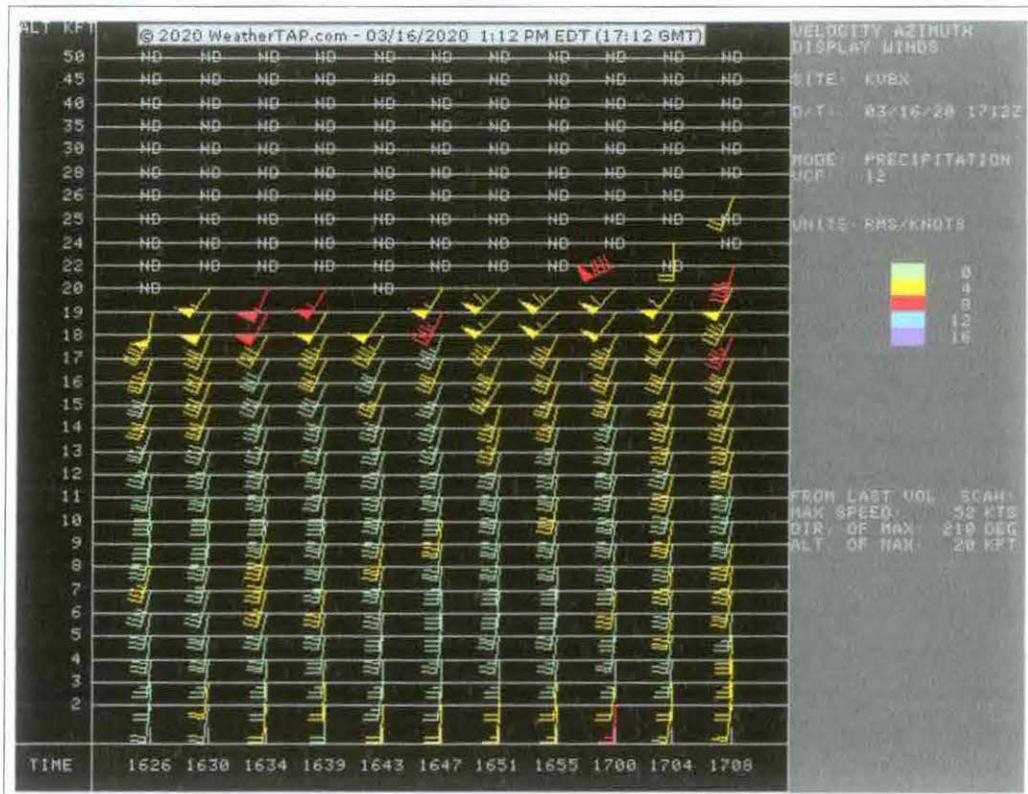


Figure 10 VAD wind display on March 16, 2020 at 1012 PDT

March 22, 2020

A closed low located off the California coast was noted on satellite (Figure 11) and caused a convective band to form offshore and move through the County between 1500 and 1800 PDT (Figure 12). The band was moderately strong in terms of intensity and favorable for seeding operations. 700 mb temperatures were around -8°C at 700 mb and winds were southeasterly at the surface, becoming southerly around 5,000 feet (Figure 13). A total of eight flares were dispensed from all three ground sites during this storm period.

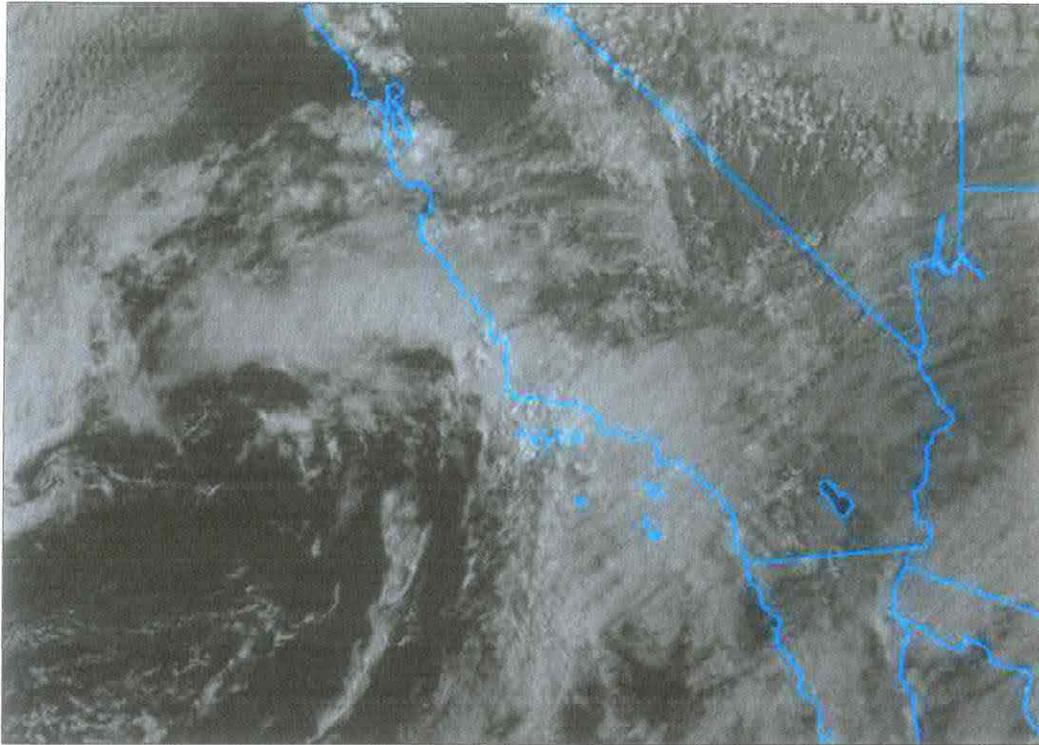


Figure 11 Visible satellite image on March 22, 2020 at 1600 PDT

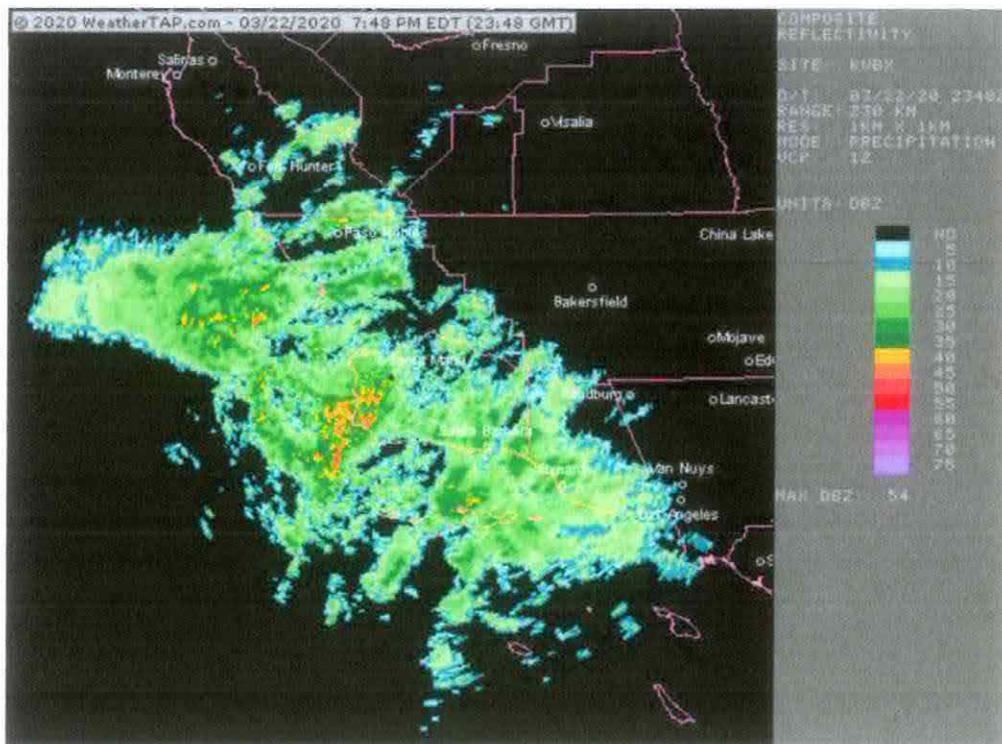


Figure 12 Composite Reflectivity on March 22, 2020 at 1648 PDT

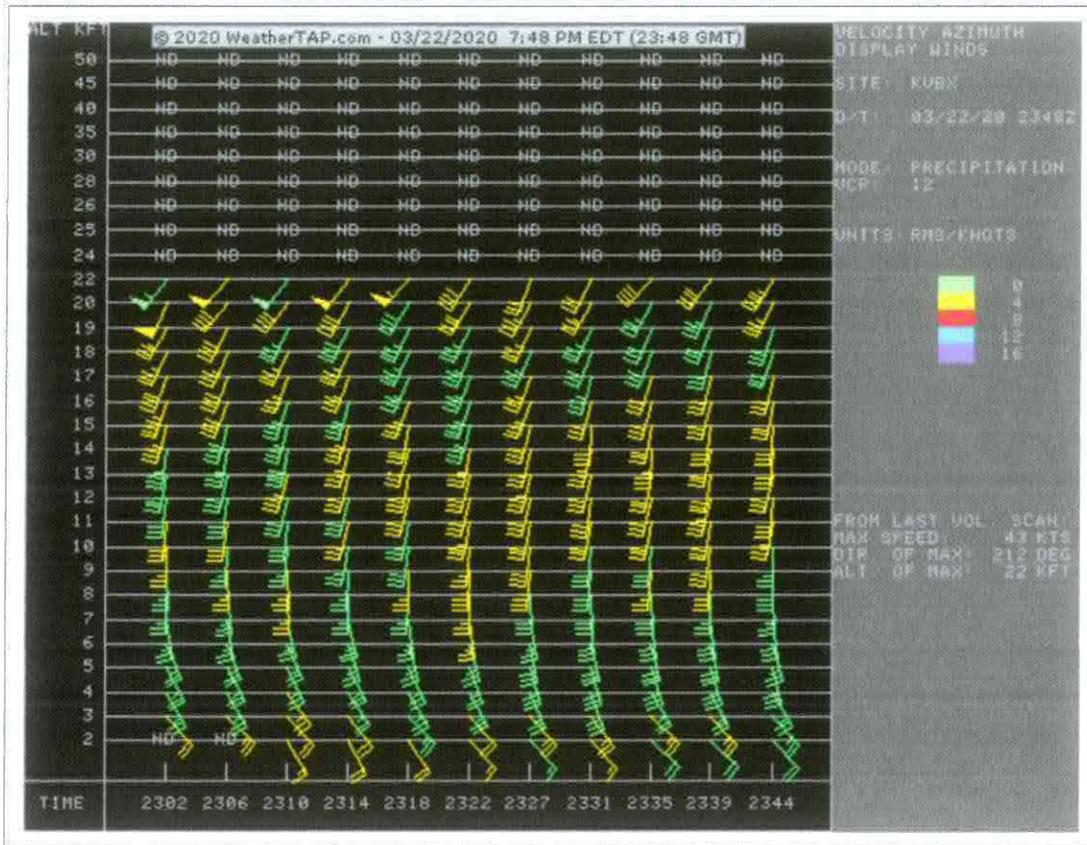


Figure 13 VAD wind display on March 22, 2020 at 1648 PDT

Precipitation Data

Table 2 shows the March 2020 and Water Year 2020 (beginning September 1st) to date precipitation totals for select locations in the county. Also shown are percent of normal totals for the March 2020 and the 2020 Water Year. The monthly percent of normal rainfall county-wide for March was 172%. In other words, March precipitation was very much above normal, with much welcomed wet conditions for most of the county.

Table 2 provides March percent of normal values, which were between 111% to 234% at these sites. Water Year 2020 precipitation was between 65% to 97%. A much above normal March caused the water year percent of normal values to increase dramatically from those observed at the end of February.

Table 2
March 2020 and Water Year 2020 Precipitation through March

Station	March Precipitation (inches)	Water Year Precipitation (inches)	% of Normal March 2020	% of Normal Water Year 2020 to date
Buellton	4.94	12.44	172	82
Cachuma Dam	8.18	3.49	234	97
Carpinteria	3.90	10.39	135	67
Cuyama	2.39	6.23	185	94
Figueroa Mtn.	8.10	16.30	210	85
Gibraltar Dam	8.84	18.93	195	80
Goleta	3.50	11.32	111	68
Lompoc	3.82	10.26	153	78
Los Alamos	5.58	12.17	198	89
San Marcos Pass	8.31	20.38	144	65
Santa Barbara	4.29	13.47	137	81
Santa Maria	4.18	9.31	174	78
Santa Ynez	5.03	11.87	176	83
Sisquoc	4.97	10.59	182	79

(Data for this table taken from the Santa Barbara County Public Works Website)

The program became active on December 1, 2019 and will continue through April 15, 2020. Please call me if you have any questions or comments.

Sincerely,

Stephanie Beall
Project Manager

Monthly Briefing

A Summary of the Alliance's Recent and Upcoming Activities and Important Water News

The 2020 COVID-19 Pandemic: Implications for Western Irrigated Agriculture

The past month has been one of the most unpredictable, unstable and impactful periods in American history. The coronavirus crisis is driving all aspects of life, from personal matters, to work, to Wall Street, to policy decisions made in Washington, D.C. and state capitol buildings throughout the West.

The coronavirus was first detected in Wuhan, China on December 31, 2019. The first case was reported in the U.S. on January 30, 2020. Currently, more than 3,000 deaths and 159,000 cases were confirmed in the U.S., according to Johns Hopkins University. Globally, more than 775,000 people have caught the virus and it has killed over 37,000. More than 164,000 of those infected have already recovered.

Food Service and Agriculture Impacts

Even though certain items are disappearing from the store shelves, it appears that most of the food deficits are the result of panic-driven demand rather than a lack of supply. While retailers do not have a serious problem, yet, the food service industry is

worried. Restaurant buying is down significantly, especially in those areas where food service has been limited to "take-out only". The National Restaurant Association believes 5-7 million people in the food service industry will be unemployed because of the fallout from the virus response.



Shelves previously filled with meat and fish are seen empty at a Trader Joe's grocery store as shoppers gather supplies with coronavirus fears spreading in Encinitas, California.

Photo Source: REUTERS/Mike Blake

Food service companies are hurting, and worried. They are losing their market, with the closure of arenas, stadiums, restaurants, airlines, and cruise ships. As coronavirus concerns lead a growing number of local governments to shut down restaurants and retail foodservice operations to everything but takeout orders, a sobering reality has emerged: fifty percent of our country's food supply has nowhere to go.

"It's a very dangerous time in the foodservice sector," said Tom Stenzel, president and CEO of the United Fresh Produce Association (United Fresh), which represents growers, distributors, wholesalers and retailers.

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COVID-19 Food Service and Ag Impacts (Cont'd from Pg. 1)

Farm labor is a big concern, and that concern will get bigger as time goes on. The U.S. Embassy in Mexico earlier this month posted a notice on its website announcing it was indefinitely halting visa interviews needed to process applications to come to the U.S., including for seasonal farm workers under the H-2A visa program. The suspension hit growers just as they were prepared to gear up for their peak spring and summer growing seasons.

"There won't be anyone to harvest the crops," said Robert Guenther, United Fresh's senior vice president for public policy. "It will be devastating to growers and ultimately to the supply chain and consumers. They won't have the food."

The U.S. Department of Agriculture (USDA), working with the Department of State and the Department of Homeland Security (DHS), quickly engaged to ensure minimal

disruption in H-2A and H-2B visa applications during these uncertain times. The State Department and DHS have now authorized temporary waivers for in-person interviews for eligible H-2 visa applicants.

"Temporarily waiving in-person interviews for H-2 visa applicants streamlines the application process and helps provide steady labor for the agriculture sector during this time of uncertainty," said Agriculture Secretary Sonny Perdue. "H-2 labor is vital to the economy and food security of America — our farmers and producers depend on these workers to continue to feed and clothe the world."

The cattle market has crashed hard, and cattle ranchers sent a letter to the president asking for "emergency measures" to keep livestock producers afloat. Emergency payments historically made to some ag sectors could be expanded to others.

"There are many questions regarding how crop insurance will work in this situation," said Dennis Nuxoll, with Western Growers Association. "So, the ag relief packages that are being developed in Washington are being contemplated in that space."

Administration Response

President Donald Trump appointed Vice President Mike Pence to head the White House Coronavirus Task Force on February 26. Vice President Pence held a press briefing with the Task Force on March 4, and emphasized the importance of a unified federal response to the outbreak between federal agencies, and state and local health officials. The White House proposed a \$1 trillion coronavirus relief and economic

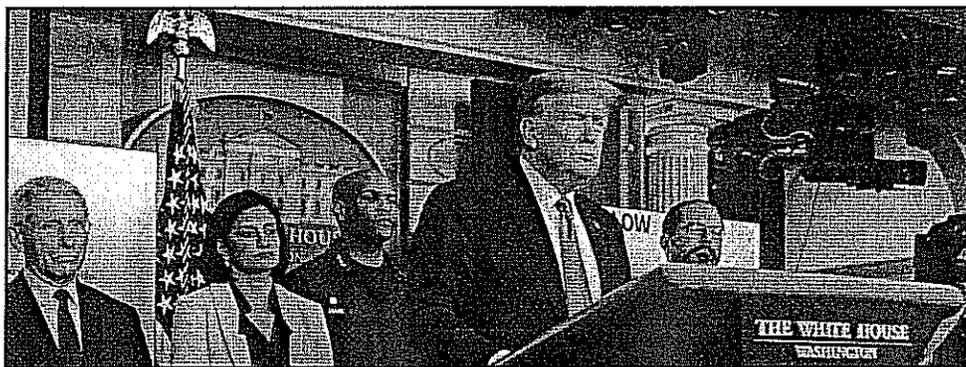
stimulus plan that would include industry bailouts and payments to individual taxpayers.

President Trump and the White House Coronavirus Task Force issued new guidelines on March 16 to help protect Americans during the global coronavirus outbreak.

The Federal Emergency Management Agency (FEMA) released guidance on the application process for submitting reimbursement requests through FEMA's Public Assistance (PA) grant program for the COVID-19-related emergency and disaster declarations. Local governments and certain private nonprofit organizations are eligible to apply for PA assistance

for so-called "Category B" activities.

EPA Assistant Administrator Susan Bodine has released guidance to all governmental and private sector entities which outlines the Agency's "temporary" policy governing issues of non-



March 16, 2020 White House press briefing. Photo Source: The White House.

compliance that arise (1) as a result of the COVID-19 pandemic and (2) during the time period that the temporary policy is in place. The temporary policy is currently running indefinitely, retroactive as of March 13, 2020, and replaces otherwise applicable EPA enforcement response policy until EPA reports otherwise.

President Trump near the end of this month announced that he is extending the social distancing guidelines through April 30 in an effort to slow the spread of coronavirus.

"Nothing would be worse than declaring victory before the victory is won," he said at a White House task force briefing

"Critical Industries"

The Trump Administration has classified 16 industries as "critical" to the nation's response to the new coronavirus pandemic, including the electric power, petroleum, water and wastewater sectors. Employees in the designated industries must maintain their usual work schedules to assist with the local and federal response to the pandemic, even as other employees across the country alter their schedules or shift to telework. The industries were identified in a DHS memorandum titled, "Guidance on the Essential Critical Infrastructure Workforce." The full list of industries includes medical and health care, telecommunications, defense, food and agriculture, transportation and logistics, electric power, petroleum, water, wastewater, law enforcement, and public works.

"Irrigation districts and other entities that delivery water to

Continued on Page 3

Homeland Security Recognizes Ag as Critical (Cont'd from Pg 2)

farmers and ranchers were not specifically called out in the DHS list, but we assumed it is implied," said Alliance Executive Director Dan Keppen. "We are working to get confirmation that irrigation employees are determined critical and would be exempt from 'shelter in place' rules."

The Alliance has contacted senior officials at the White House and Interior Department, urging that "irrigation districts, water districts, canal or ditch companies, acequias or other local organizations with water delivery authority" be specifically treated as "essential" in this guidance.

Alliance members in the West are also urging their state and federal delegations regarding the importance of irrigation districts operations during the COVID-19 public health emergency.

Idaho Governor Brad Little issued a "Stay-Home Order", requiring all Idahoans to self-isolate at home if possible. Employees who work in healthcare, food supply and other "essential businesses" are permitted to still go to work. The order defines essential infrastructure to include work necessary to operate and maintain "water" delivery. It also defines essential businesses to include operations necessary to support farming and livestock operations.

"We have followed up with the Governor's office to confirm that water delivery is an Essential Business," said Paul Arrington, executive director of the Idaho Water Users Association. "Delivery organizations are not required to close offices and employees are not required to work from home."

Capitol Hill Response

Within days of Vice President Pence's press briefing with his Task Force, Congress moved to draft, and ultimately pass, an \$8.3 billion emergency funding package (H.R. 6074) to combat the coronavirus. President Trump signed the package into law early in the month.

Less than two weeks later, after passing through both chambers of Congress, President Trump signed into law the Families First Coronavirus Response Act (P.L. 116-127). This second coronavirus relief package included a dramatic expansion of the food safety net, along with other measures to respond to the worsening pandemic and economic slowdown.

Finally, President Trump most recently signed into law the third COVID-19 piece of legislation - the largest stimulus package in U.S. history. The CARES Act is a \$2 trillion emergency package intended to stave off total economic collapse in the wake of the coronavirus crisis.

"I want to thank Democrats and Republicans for coming together and putting America first," Mr. Trump said at the ceremony to sign the bill in the Oval Office.

The negotiations leading up to the president's signature were tense, as some environmental groups sought to attach strings to the emergency aid, and appealed to their allies on Capitol Hill to lock in policies intended to reduce greenhouse gas emissions.

"Now is the time to support communities"... and "not bail out polluting industries and put our health at further risk," more than a dozen environmental groups said in a letter to

congressional leaders.

Republicans ripped the move as an effort to ram controversial policies through the Congress by exploiting urgent concerns about the U.S. economy.

"Democrats won't let us fund hospitals or save small businesses unless they get to dust off the Green New Deal," Senate Majority Leader Mitch McConnell said on the Senate floor.

The measure - which was finalized after hours of delays over disputes like this and others (like jobless benefits) - is the biggest economic rescue package in U.S. history.

The President was ultimately able to sign the bill into law after House members traveled back to Washington to yield to the demand from one Congressman to hold a recorded vote. Rep. Thomas Massie (R-KY) upset both Democrats and Republicans - including President Trump - by insisting on a vote procedure that requires attendance of at least half of the House members.

"Our nation faces an economic and health emergency of historic proportions," House Speaker Nancy Pelosi said before the vote. "We do know that we must do more."

The House passed the bill by voice vote, after the Senate's 96-0 vote two days earlier to approve the measure.

"In effect, this is a wartime level of investment into our nation," said Senate Majority Leader Mitch McConnell. "Help is on the way."

The \$2 trillion package includes emergency appropriations for many federal agencies and programs; provides \$1,200 one-time payments to many Americans; sets up a \$500 billion corporate liquidity fund to help struggling industries like airlines; allocates \$377 billion for aid to small businesses; boosts the maximum unemployment benefit by \$600 per week for four months; and creates a \$150 billion Coronavirus Relief Fund for local and state governments, among many other provisions.

The new law includes some \$23 billion in extra aid for agriculture.

At USDA, some of the key provisions included \$55 million for the Animal and Plant Health Inspection Service, \$33 million for the Food and Safety Inspection Service, \$20.5 million for the Rural Business Program, and \$450 million for the Commodity Assistance Program. The Forest Service was provided \$7 million for wildland fire management activities.

The Bureau of Reclamation received \$20.6 million to support remote access, teleworking, cleaning and disinfection of facilities, incident management and liability, and medical services and equipment related to coronavirus prevention, preparation, and response.

EPA was provided \$7.2 million to support research efforts regarding coronavirus; staffing and associated costs for expediting registrations and other actions related to addressing coronavirus; cleaning facilities; and enhancing telework infrastructure.

The Depression-era financial institution known as the Commodity Credit Corporation saw its spending authority replenished to the tune of \$14 billion. The package also sets up a \$9.5 billion emergency fund for producers, including fresh

Continued on Page 4

COVID-19 relief packages signed into law (Cont'd from Pg 3)

fruit and vegetable growers, dairy farmers and cattle ranchers, along with local food systems like farmers markets.

"There was talk that this package might include infrastructure provisions, and we were prepared to engage as necessary should that opportunity arise," said Alliance Executive Director Dan Keppen. "However, the third coronavirus law was more narrowly focused on providing immediate relief to individuals, protect health care workers, and shore up small businesses."

More Stimulus Packages on the Horizon?

Speaker Nancy Pelosi (D-CALIFORNIA) foresees a fourth coronavirus legislative package focusing on recovery efforts targeted at job creation and infrastructure building. However, House Minority Leader Kevin McCarthy (R-CALIFORNIA) has advocated for waiting to see how the three coronavirus packages play out before turning to draft another.

House Transportation Committee Chairman Peter DeFazio (D-OREGON), according to *Politico*, said he wants to "double down on an infrastructure package that repairs the breach left by years of neglect."

House Majority Leader Steny Hoyer (D-Md.) reportedly told lawmakers there will likely be a fourth and fifth phase of pandemic relief.

Some are viewing this opportunity to combine the 2020 Water Resources Development Act, Highway Bill and the like into a large stimulus package. There will likely be an emphasis on coupling infrastructure improvements with job training.

"A late spring or summer-time stimulus bill, consisting of a broad-based package of transportation, water, recreation, etc. might be possible," said Mr. Keppen. "We have already initiated outreach efforts to Western Senate offices and key committee staff to advocate for water infrastructure in the next stimulus bill."

Congress is now out of session until at least April 20. The Capitol Visitor Center and House and Senate office buildings will be closed to the public through May 1.

How Alliance members are coping

The Western water community has mobilized to adapt to the new crisis, which is fundamentally changing how many of them do business

The Klamath Water Users Association (OREGON) has cancelled some meetings as they move forward with establishing new social distancing rules and adapting to Oregon Governor Kate Brown's "Stay in Place" order. Like many

other organizations in recent weeks, KWUA has signed up to host meetings with the ZOOM platform, which is replacing the organization's traditional phone conference line. The KWUA office is closed to visitors until further notice, and staff are working remotely from home.

"Of course, this is all very fluid in today's world," said KWUA's office manager, Chelsea Shearer.

KWUA's response is similar to other water organizations' actions taken in recent weeks.

"Our office is closed to the public, but I have a skeleton crew of office staff taking calls for water ordering and delivery scheduling," said Rusty Jardine, general manager of Truckee Carson Irrigation District (NEVADA). "We are rotating office staff to home every other day. All of our public meetings have been postponed—including our next scheduled contract negotiation with the Bureau of Reclamation. I have my troops orga-

nized so that we are maintaining our social distancing while performing our 'essential government functions', nonetheless."

"To the best of our abilities we have stopped all in-person contact and are operating with mail, drop box, email or phone," added Roger Sonnichsen, Secretary-Manager for Quincy-Columbia Basin Irrigation District (WASHINGTON).

Elsewhere in Washington, the Columbia Basin Development League (CBDL) has encouraged employers to provide letters to employees that should carry at all times during travel to and from

work to prove their employment is an "essential activity" (see above). CBDL has provided templates in English and Spanish for farm employers to use as a basis for such letters.

State of the Alliance

"The virtual nature of the Family Farm Alliance *modus operandi* suits us well at this time," said Executive Director Dan Keppen. "We've been operating 'remotely' for over two decades."

The Family Farm Alliance representatives in Washington D.C. — Mark Limbaugh, and his team at The Ferguson Group (TFG) — have been working overtime in the past month monitoring the Washington response to the coronavirus crisis.

The Alliance continues its efforts to set the stage for Western Members of Congress to have water infrastructure on their screens when the next stimulus package is negotiated.

"We are also working with our membership and the federal government in Washington, D.C. to clarify that agricultural water delivery be considered essential," said Alliance Executive Director Dan Keppen. "Which it is."

CLOSURE / CANCELLATION

Due to the Coronavirus situation, the Helena Valley Irrigation District office will be closed until further notice. Furthermore, the Annual Meeting has been cancelled.

To contact the District, please call (406) 442-3292, or email: sharonfoster@hvid-mt.com

Irrigation districts across the West—including this one in Montana—have closed their offices in response to help limit the spread of COVID-19. Photo source: HVID.

Reclamation Streamlines Title Transfer Process

The Bureau of Reclamation earlier this month released its final guidelines to streamline the transfer of eligible Reclamation facilities to local ownership. Title transfer is a voluntary conveyance of federal ownership of water projects or facilities, such as small dams, canals and associated lands, to local water users. Local ownership can leverage more capital funding and reduce federal paperwork requirements and costs while reducing federal liability.

"This Administration's title transfer process embodies the President's goals of streamlining bureaucratic processes and making our government more efficient and accountable," said Secretary of the Interior David Bernhardt. "Title transfers are a win for local communities and a win for the American taxpayer. The Department looks forward to continuing our work with local water users to reduce title transfer costs, stimulate infrastructure investment through local ownership with the bottom-line goal of making this streamlined approach a major success."

The title transfer streamlining guidelines will complement this Administration's Categorical Exclusion (CE) process under the National Environmental Policy Act (NEPA). The title transfer CE lists criteria that will determine if simple or uncomplicated facility transfer can be expedited under NEPA. Reclamation, water users and other stakeholders are already working together on pending title transfers across the western states.

"This streamlined process for title transfers provides more transparency and certainty to water districts who are pursuing ownership of Reclamation project facilities," said Reclamation Commissioner Brenda Burman. "We look forward to working with local water districts on this simplified process as they seek local ownership and investment for these facilities."

The *John D. Dingell, Jr. Conservation, Management and Recreation Act* (P.L. 116-9) gives Reclamation the program-

matic authority to transfer title of certain Reclamation facilities without additional authorizing legislation. Each title transfer is voluntary and done on a case-by-case basis.

"We are strongly supportive of the Interior Department and the Bureau of Reclamation's recent and encouraging administrative efforts to help facilitate certain Reclamation project and facilities transfers of title to non-Federal ownership," said Executive Director of the Family Farm Alliance Dan Keppen. "We value our partnership with Reclamation, and Reclamation's collaborative response to address our concerns on this matter further demonstrates the importance of that relationship."

Family Farm Alliance members include numerous irrigation districts and water agencies. They are responsible for the operation and maintenance of most of Reclamation's water supply and distribution facilities. Several Alliance members have worked over the past two decades to transfer title of all or parts of Reclamation projects to local operating entities.

"The implementation of the title transfer authorities from the Reclamation Title Transfer Act, which I introduced in the Senate and was ultimately passed as part of the Dingell Act, is an important step to remove red tape and improve the state of our nation's aging water infrastructure," said U.S. Senator James Risch (R-IDAHO). "Transferring titles of repaid Reclamation facilities puts local communities and water users in the driver's seat, allowing them to determine how to best meet local needs."

Reclamation's guidelines, called directives and standards, can be found on the Reclamation Manual site at www.usbr.gov/recman. To learn more about the title transfer process, contact your regional title transfer coordinator by visiting www.usbr.gov/title.

-Note: Excerpts from a Bureau of Reclamation press release was used as a source for this article-

Senate Motivated to Consider LWCF Bill Timing Uncertain Due to COVID-19 Pandemic

A conservation and parks package that was put on the Senate's back burner when attention shifted to the coronavirus crisis may once again be cued up for priority when the Senate returns from recess late next month. The nearly 60 bipartisan co-sponsors of the "Great American Outdoors Act" are ready to begin debate on their bill, S.3422 on the Senate floor. In the House, House Natural Resources Chairman Raul Grijalva (D-ARIZONA) has said a companion bill to the "Great American Outdoors Act" is slated for introduction soon.

The bill contains two major provisions: a \$9.5 billion investment in completing deferred maintenance projects at national parks and on public lands; and, mandatory annual funding (about \$900 million/year) for the Land and Water Conservation Fund (LWCF). S.3422 combines two bills, S.500 and S.1081, which the Energy and Natural Resources (ENR)

Committee reported out late last year. However, the controversial nature of directing large amounts of spending out of the Treasury to the LWCF and bypassing the congressional appropriations process will be the subject of opposition from some more conservative Senators, and possibly some key appropriators.

Backers of the bill had expected to have it on the Senate floor the week of March 23, but for now it's been put on hold. But, with the coronavirus pandemic affecting Congressional priorities in recent weeks, Senate debate on the bill will have to wait until after virus fears settle on Capitol Hill.

"(G)iven the broad bipartisan support for the Great American Outdoors Act and backing from the President and the Majority Leader, I'm optimistic we will turn to consideration of this measure in the future," said bill sponsor Senator Cory Gardner (R-COLORADO).

Supreme Court Review Requested in Water Takings Case *Family Farm Alliance will participate in amicus effort*

Producers in the Klamath Project have asked the United States Supreme Court to review decisions denying their claims that their water rights were illegally taken in 2001 under the Endangered Species Act (ESA). The case, titled *Baley v. United States*, was filed 19 years ago when the U.S. Bureau of Reclamation re-allocated irrigation water to threatened and endangered species.

"The *Baley* lawsuit relies on the fact that rights to use water are property rights owned by landowners," said Klamath Falls (OREGON) attorney Nathan Ratliff, who has coordinated efforts for the plaintiffs in the case. "The Fifth Amendment to the U.S. Constitution requires that the government provide just compensation for any taking of private property."

The petition to the Supreme Court argues that the lower federal courts have misunderstood and misapplied the basic principles of western water law.

"The Supreme Court is not required to hear the case at all, but we believe it should understand that these are issues of broad importance that it should address," said Modoc County rancher Mike Byrne (CALIFORNIA).

In April of 2001, Reclamation announced that there would be no irrigation water at all for water users who rely on water from Upper Klamath Lake and the Klamath River. Reclamation had received biological opinions from the National Marine Fisheries Service and the U.S. Fish and Wildlife Service that stated that all water in the system had to go to coho salmon and suckers protected by the federal ESA. The controversial decision caused severe local hardship, and it received international attention.

The lawsuit has a long history, including prior appeals and a request by federal courts that the Oregon Supreme Court clarify important issues of Oregon water law. The Oregon Supreme Court held a hearing in Klamath Falls in 2009 and issued a ruling supporting the irrigators' position that the original trial court had misinterpreted state law. That ruling revived the case and returned it to the federal courts.

Ultimately, after a two-week trial in 2017, United States Court of Federal Claims Judge Marian Blank Horn concluded that un-adjudicated, senior tribal instream water rights must be at least as great as the ESA-based Klamath River flows and lake elevations. Therefore the water users did not have the right to the water under the western prior appropriation doctrine. Last fall, the U.S. Court of Appeals for the Federal Circuit affirmed the ruling.

"This ruling was a disappointment, to say the least," said Luther Horsley, who attended the 2017 trial and 2019 appeal argument. "But we've been down before in this case and bounced back, and it's too important to walk away now."

The case is certified as a class action. The petition to the Supreme Court was filed by the law firm of Somach Simmons & Dunn from Sacramento, along with Timothy Bishop of the law firm Mayer Brown. Mr. Bishop is an expert in Supreme Court practice and has successfully pursued cases before the Supreme Court regarding the ESA and Clean Water Act on

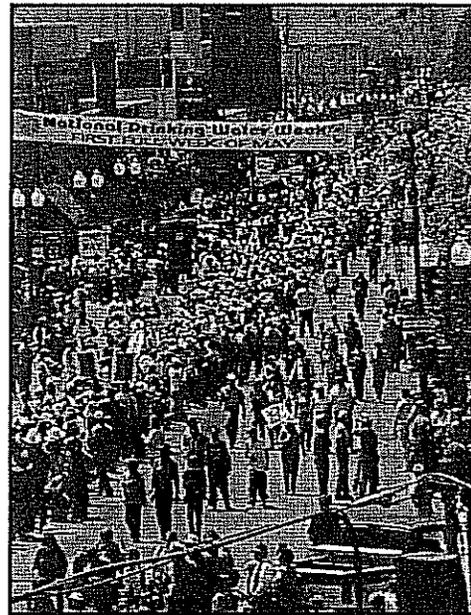
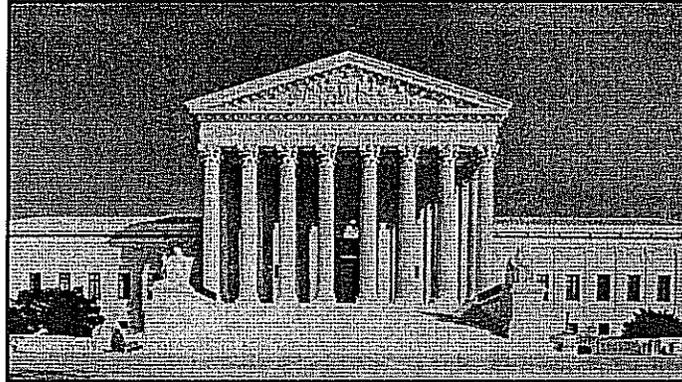
behalf of regulated businesses and agencies.

The Family Farm Alliance board of directors this month agreed to support the irrigator plaintiffs again as this goes before the Supreme Court. Amicus briefs supporting the petition are due on April 13. The Alliance and KWUA co-hosted two webinars to further brief interested parties on this matter earlier this month.

"For the clarity and stability essential to economic prosperity in the arid American West, Alliance members rely on state adjudications of water rights and on state administration of those rights in conformance with due process and in compliance with state and federal law," said Alliance General Counsel Norm Semanko.

It is expected that the Supreme Court will decide in June whether to take the case.

- Portions of this article derived from KWUA Press Release-



17,000 protested the 2001 shutoff of the Klamath Project in downtown Klamath Falls, Ore. Source: H&N Gary Thain

EPA Takes Major Step to Improve Implementation of the ESA

The U.S. Environmental Protection Agency (EPA) earlier this month announced a new method for conducting biological evaluations under the Endangered Species Act (ESA) to assure that pesticide registration review actions under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) do not jeopardize endangered species. The updated method ensures that—when available—the agency will use high-quality historical data that reflects where and how certain pesticides are used.

“Responsible pesticide use is an essential tool for managing America’s farmland,” said EPA Administrator Andrew Wheeler. “EPA’s improved methodology will better protect and promote the recovery of endangered species while ensuring pesticide registration review decisions are conducted in a timely, transparent manner and are based on the best available science.”

In some cases, the ESA is a proven and critical tool for ensuring the recovery and protection of the nation’s most vulnerable species and habitats. However, for decades EPA’s approach for assessing pesticides risks to endangered species resulted in costly, time-consuming litigation and delays in pesticide registration decision-making.

EPA’s new “Revised Method for National Level Listed Species Biological Evaluations of Conventional Pesticides” (Revised Method) is intended to better protect and promote the recovery of endangered species while ensuring pesticide registration review decisions are conducted in a timely, transparent manner and based on the best available science. With this action, EPA is fulfilling its commitment under the

2018 Farm Bill to ensure that pesticides can continue to be used safely with minimal impacts to threatened and endangered species.

“The Revised Method is an improved framework for Endangered Species Act pesticide consultations,” said U.S. Department of the Interior Secretary David Bernhardt. “By incorporating actual pesticide usage data into these assessments, they will be accurate and legally defensible. We look forward to working with the EPA to apply this framework and review public comment on the draft carbaryl and methomyl biological evaluations.”

The final Revised Method incorporates high-quality pesticide usage data into the agency’s biological evaluation (BE) process for the first time and was informed by input from a wide range of stakeholders, including states, tribes, environmental NGOs, and agricultural stakeholders.

EPA’s decision was questioned by some environmental organizations but welcomed by many agricultural groups, including the Family Farm Alliance (Alliance).

“EPA in the Northwest had previously failed to establish clear procedures for its pesticide effects determinations and subsequent actions consistent with 1988 amendments to the ESA,” said Alliance Executive Director Dan Keppen. “This had resulted in unnecessary restrictions without any indication that Pacific Northwest salmon would benefit. Hopefully EPA’s new action will correct a regulatory requirement that had previously put producers along the West coast at a competitive disadvantage.” - *NOTE: Portions of this article derived from KWUA Press Release-*

USDA Sets Up Beginning Farmer / Rancher Team

The U.S. Department of Agriculture (USDA) is standing up a new team of staff that will lead a department-wide effort focused on serving beginning farmers and ranchers.

“More than a quarter of producers are beginning farmers,” said USDA Deputy Secretary Stephen Censky. “We need to support the next generation of agricultural producers who we will soon rely upon to grow our nation’s food and fiber.”

To institutionalize support for beginning farmers and ranchers and to build upon prior agency work, the 2018 Farm Bill directed USDA to create a national coordinator position in the agency and state-level coordinators for four of its agencies – Farm Service Agency, Natural Resources Conservation Service, Risk Management Agency, and Rural Development.

Sarah Campbell, a beginning farmer herself, was selected as the national coordinator to lead USDA’s efforts. In her new role, she will work closely with the state coordinators to develop goals and create plans to increase beginning farmer participation and access to programs while coordinating nationwide efforts on beginning farmers and ranchers.

“We know starting a new farm business is extremely challenging, and we know our customers value and benefit from being able to work directly with our field employees, especially beginning farmers,” Campbell said. “These new coordinators will be a key resource at the local level and will help beginning farmers get the support they need. I look forward to

working with them.”

Coordinators will help field employees better reach and serve beginning farmers and ranchers and will also be available to assist beginning farmers who need help navigating the variety of resources USDA has to offer.

Twenty seven percent of farmers were categorized as new and beginning producers, with 10 years or less of experience in agriculture, according to the 2017 Census of Agriculture. Nationally, the median age of active farmers in America has never been higher. More than half of today’s farmers are between 45 and 64 years old, and only 6 percent of our farmers are younger than 35.

“We are in danger of losing a generation of young farmers, as productive farmlands and Western agriculture’s traditional water supplies are transferred to meet the multiple increasing needs of other uses,” said Family Farm Alliance President Patrick O’Toole, who operates a sheep and cattle ranch with his family in Wyoming. “This is all happening at a time when the United Nations projects that the world will need to produce 70 percent more food by 2050 to keep pace with population growth and hunger. This action by USDA is good news, and we hope it encourages young American farmers to stay in the industry and helps them succeed.”

- *Note: Portions of this article derived from USDA Press Release-*

Federal Report Says Consequences of Snake River Dam Removal Too High

The U.S. Army Corps of Engineers, Bureau of Reclamation and Bonneville Power Administration has released the Columbia River System Operations (CRSO) draft environmental impact statement (DEIS) for a 45-day public review and comment period. The draft includes the Preferred Alternative for the operations, maintenance and configuration of the 14 federal dam and reservoir projects that comprise the Columbia River System.

"The CRSO DEIS provides a thorough and thoughtful analysis of the impacts of operating the Columbia River power system," said Paul Arrington, executive director of the Idaho Water Users Association. "It recognizes there is no one 'silver bullet' that will restore salmon and steelhead fisheries in the region. Rather, the Preferred Alternative provides a well-balanced set of operational measures, including increased spill rates past hydropower facilities and structural modifications, to increase abundance in the region."

The Preferred Alternative comprises operational and structural measures that allow federal agencies to operate the integrated System to meet congressionally authorized purposes and EIS objectives, including those that benefit Endangered Species Act-listed species. The DEIS identifies and evaluates a no-action alternative and five alternatives, one of which includes breaching the four lower Snake River dams.

The DEIS is the result of more than three years of regional collaboration between the lead federal agencies and more than 30 Tribes and state, federal and county agencies in this National Environmental Policy Act (NEPA) process.

"The draft EIS represents a remarkable collaborative effort to gather public input and information for a current and thorough analysis of options that meet the goals of the EIS and our future responsibilities to the region," said Brig. Gen. D. Peter Helmlinger, Northwestern Division commander, U.S. Army Corps of Engineers.

"We could not have reached this important milestone without the expertise and input of the many cooperating agencies that have participated in this process," said BPA Administrator Elliot Mainzer. "This was truly a regional effort, and we are especially grateful to our tribal partners for providing their perspectives and expertise on the Columbia River System," added Mainzer.

The last comprehensive update to the operating strategy for the Columbia River System was issued in 1995. This DEIS responds to the need to review and update management of the System and evaluate impacts to resources in the context of new information and changed conditions in the Columbia River Basin. The document contains detailed analyses of environmental, social and economic benefits and consequences to affected resources of the alternatives considered for improved integrated operations.

"I commend the team for its commitment to identifying a Preferred Alternative that balances the System's authorized

purposes and our resource, legal and institutional obligations," said Reclamation Regional Director Lorri Gray. "This is a significant accomplishment, made possible by the hard work and strong partnership with organizations throughout the Region and among the U.S. Army Corps of Engineers, Bureau of Reclamation and Bonneville Power Administration."

The U.S. Congress authorized the Corps and Reclamation to construct, operate and maintain the 14 federal dams as one

interconnected system to meet multiple specified purposes, including flood risk management, navigation, hydropower generation, irrigation, fish and wildlife conservation, recreation and municipal and industrial water supply. BPA is authorized to market and transmit the power generated

by coordinated System operations.

Built and put into service between 1938 and 1976, these dams provide valuable social and economic benefits to the region by providing flood risk management to reduce the risk to lives, property and infrastructure during flood events.

- The river's navigation system is an important component of the regional economy, allowing farmers to export grain and other crops grown in interior parts of the United States to overseas markets. Cruise line operators also use the river for tourism, a growing business on the Columbia and Snake rivers.
- The System is the source of economical, reliable and clean power generation and provides the region with some of the least greenhouse gas intensive electricity in the country. On average, the System produces 8,500 average megawatts of carbon-free power (equivalent to the power needs of eight cities the size of Seattle).
- The Columbia River and its tributaries provide water for millions of people throughout the river basin. Farmers depend on System water to irrigate crops that contribute to the national economy.

Substantive public input will contribute toward a final EIS which further meets the EIS' objectives, and complies with NEPA.

"Time and again, stakeholders in the Columbia River basin have proven that collaborative efforts can lead to positive results," said Mr. Arrington. "Whether it be the Yakima Basin Integrated Plan or, more recently, the Columbia Basin Partnership, it has been proven that stakeholders and tribes with seemingly divergent interests can come together and resolve big problems. With the analysis in the DEIS, the region is equipped with better information and should strive to work together to return abundant salmon and steelhead fisheries."

Responses to substantive comments will be included in the final EIS, expected in summer 2020. Records of decision documenting final recommended actions will be issued in September 2020.

Note: portions of this article derived from Corps of Engineers Press Release

"With the analysis in the DEIS, the region is equipped with better information and should strive to work together to return abundant salmon and steelhead fisheries."
Paul Arrington, IWUA Executive Director

A Big Thank You to Our New and Supporting Members!

DECEMBER 2019-FEBRUARY 2020 (Continued from Pg 9)

PARTNER (\$500-\$999)

- Ainsworth Irrigation District (NE) Barncastle Law Firm (NM)
- Burley Irrigation District (ID) Central Colorado Water Conservancy District
- Central District Water Users Association (NE) Colorado River Water Conservation District
- East Basin Irrigators Association (WA) Empresas Del Bosque (CA)
- Hermiston Irrigation District (OR) Hills Valley Irrigation District (CA)
- Jordan Ramis PC (OR) K-Cubed, LLC (OR)
- Mercy Springs Water District (CA) Pacheco Water District (CA)
- Parreira Almond Processing (CA) Salopek Foundation (NM)
- Stanfield Irrigation District (OR) Three Sisters Irrigation District (OR)
- Twin Loups Reclamation District (NE) Uncompahgre Valley Water Users Association (CO)
- Western Canal Water District (CA) Wheat Land, Inc. (CA)

SUPPORTER (\$250-\$499)

- Arizona Cotton Growers Association (AZ)
- Colorado River Energy Distributors Association (AZ) Falls Irrigation District (ID)
- Frank Hammerich (OR) Love Farms, Inc. (OR)
- Kaweah Delta Water Conservation District (CA)
- Joe Mahaffrey (CO) Midland Tractor (CA)
- Clinton C. Pline (ID) Seus Family Farms, Inc. (CA)
- Perez Farms (CA) State of Idaho Water District #63
- Strawberry Water Users (UT) Tempe Farming (AZ)
- Tumalo Irrigation District (OR) Water Resources Consulting (AZ)
- Weber River Water Users (UT) Brian Werner (CO)

DONOR SUPPORT

Make your tax-deductible gift to the Alliance today! Grassroots membership is vital to our organization. Thank you in advance for your loyal support. If you would like further info, please contact Dan Keppen at dan@familyfarmalliance.org or visit our website: www.familyfarmalliance.org.



Contributions can also be mailed directly to:
 Family Farm Alliance
 22895 S. Dickenson Avenue
 Riverdale, CA 93656

CORRESPONDENCE LIST

Agenda Item XIII.

APRIL 2020

1. Letter from District dated March 19, 2020 to Mr. Perlman, District customer re: refund – unused portion of Deposit for meter reduction
2. Transmittal March 20, 2020 from CalWARN re: Mutual Assistance Agreement
3. Letter received March 20, 2020 from CalPERS re: Financial Circular Letter re: Governmental Accounting Standards Board (GASB) Statement 68 Agent Reports Availability Form
4. Letter from District dated March 20, 2020 to Mr. D. Garcia re: Billing card requirement for 3421 Numancia Street
5. Copy of Letter received March 23, 2020 from Central Coast Water Authority to SB County Board of Supervisors re: Approval of assignment of the State Water Contract to CCWA
6. Letter received March 31, 2020 from CalPERS re: Employer Payments during COVID-19 Closures
7. Transmittal dated April 1, 2020 to Department of Treasury re: Employer's Federal Quarterly Tax Return
8. Transmittal dated April 1, 2020 to California Employment Development Department re: Quarterly Contribution Return Report
9. Ballot for Regular and Alternate Special District Member information received April 6, 2020 from LAFCO re:
10. Memo received April 9, 2020 from Central Coast Water Authority re: Monthly Water Deliveries
11. Revised Notice of Opportunity for Public Comment and Staff Workshops received April 9, 2020 from State Water Resources Control Board

CORRESPONDENCE LIST

MARCH 2020

1. Letter from District dated February 12, 2020 to Mr. M. Herthel re: Billing Card & Backflow Test Requirements for 900 Airport Road - APN 141-440-002
2. Letter received February 12, 2020 from Santa Barbara LAFCO re: Nominations for on Regular and one Alternate Special District member to Santa Barbara LAFCO
3. Agenda received February 13, 2020 from Rancho Marcelino Water Service Company re: Shareholders meeting March 11, 2020
4. Letter from District dated February 14, 2020 to Ms. R. Pizano re: Request for termination of one water service meter & modification of second water service meter
5. Letter from District dated February 18, 2020 to Mr. & Mrs. B. Williams re: Water service requirements - new detached additional dwelling unit - 1452 Edison Street
6. Letter from District dated February 19, 2020 to Dunn School re: Deposit Refund letter
7. Memo received February 19, 2020 from Santa Barbara Local Agency Formation Commission re: Notice of Meeting Cancellation scheduled for March 5, 2020
8. Transmittal from District dated February 21, 2020 to State Water Resources Control Board re: 2019 Annual NPDES Report submittal
9. Agenda and Packet received February 21, 2020 from Central Coast Water Authority re: Board of Directors Meeting February 27, 2020
10. Letter received February 24, 2020 from Santa Barbara County Fire Department re: APN 137-620-013 - 1021 Ladan Drive - New Detached Garage with 2nd story guest house
11. Letter received February 24, 2020 from Santa Barbara County Fire Department re: APN137-620-013 - 1021 Ladan Drive - New Single-Family dwelling
12. Letter received February 24, 2020 from Santa Barbara County Fire Department re: APN137-620-013 - 1021 Ladan Drive - New Single-Family dwelling - Full Demolition and Rebuild
13. Agenda received February 24, 2020 from Santa Ynez River Water Conservation District re: Notice and Agenda of Meeting for Groundwater Sustainability Agency for the Eastern Management Area - February 27, 2020
14. Letter received February 24, 2020 from CalPERS re: Financial Circular Letter - GASB 75 Agent Report
15. Letter received February 24, 2020 from Santa Barbara LAFCO - Revised Letter about Nominations for on Regular and one Alternate Special District member to Santa Barbara LAFCO
16. Letter received February 27, 2020 from Santa Barbara County Fire Department re: APN 135-180-005 - 2678 Santa Barbara Avenue - New Detached residential Accessory Structure - Office

17. Letter from District dated February 27, 2020 from B & L Williams re: Can & Will Serve – New Additional Dwelling Unit – 1452 Edison Street
18. Transmittal from District dated February 27, 2020 to ACWA/JPIA re: submittal of ID No.1 Property Schedule Review
19. Transmittal from District dated February 28, 2020 to Bank of New York re: Continuing Annual Disclosure statement for SYRWCD, ID No.1 Series 2004A Bond
20. Letter from District dated March 2, 2020 to Mr. M. Lazaro re: Water Service Account Payment terms
21. Letter received March 2, 2020 from Pacific Gas & Electric re: Notice of Temporary interruption of service March 10, 2020 Baseline Road
22. Letter from Central Coast Water Authority received March 2, 2020 re: Quarterly Invoices for CCWA Quarterly Variable O&M Invoice for 1st Quarter, ID No.1 and City of Solvang
23. Letter received March 4, 2020 from CalPERS re: Circular Letter regarding State Social Security Administrator Program Online Webinars for Public Employers
24. Letter from District dated March 5, 2020 to 11 District customers re: Final Notice – Backflow Testing Device requirement
25. Letter from District dated March 6, 2020 to Ms. D. Zlaket re: Existing Water Service – SFD addition & Remodel – New detached garage with fire protection – 1633 N. Refugio Road
26. Letter from District dated March 9, 2020 to Ms. X. Bradford, City of Solvang re: CCWA Quarterly Variable O&M Invoice for 1st Quarter City of Solvang
27. Agenda and Board Packet received March 9, 2020 from Central Coast Water Authority re: Operating Committee Meeting March 12, 2020
28. Transmittal received March 9, 2020 from Santa Barbara County Water Agency re: SB County Water Rates Survey Summary
29. Letter from District dated March 9, 2020 to Schaub Family Trust re: Existing Water Service – SY Inn Restaurant Addition & Remodel 3631 Sagunto Street
30. Letter from District dated March 9, 2020 to Ms. Harmon & Mr. Goeringer re: Demolition Letter – APN 135-082-017 2255 Alamo Pintado Road
31. Letter from District dated March 9, 2020 to Ms. J. Ashley re: Demolition Letter – APN 141-121-031 1516 Edison Street
32. Letter from District dated March 10, 2020 to Los Alamos Community Services District re: Customer Account reference letter
33. Letter from District dated March 10, 2020 to Mr. B. Jensen re: Customer water account payment arrangement