



Board of Directors

Brian Brennan, Director
Richard Hajas, Director
Neil Cole, Director

Mary Bergen, Director
Pete Kaiser, Director

CASITAS MUNICIPAL WATER DISTRICT

Meeting to be held at the
1055 Ventura Ave.
Oak View, CA 93022

You may also attend the meeting remotely.

Join Zoom Meeting

<https://us06web.zoom.us/j/98414854813?pwd=UXhtWS9zdm83ZU5CazNXenIEVEIRUT09>

Meeting ID: 984 1485 4813 Passcode: 757052

To attend the meeting via telephone please call (888) 788-0099 or (877) 853-5247

Enter Meeting ID: 984 1485 4813# Passcode: 757052#

July 27, 2022 @ 5:00 PM

Right to be heard: Members of the public have a right to address the Board directly on any item of interest to the public which is within the subject matter jurisdiction of the Board. The request to be heard should be made immediately before the Board's consideration of the item. No action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of §54954.2 of the Government Code and except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under section 54954.3 of the Government Code.

Special Accommodations: If you require special accommodations for attendance at or participation in this meeting, please notify our office 24 hours in advance at (805) 649-2251, ext. 113. (Govt. Code Section 54954.1 and 54954.2(a)).

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE

4. AGENDA CONFIRMATION
5. PUBLIC COMMENTS - Presentation on District related items that are not on the agenda - three minute limit.
6. CONSENT AGENDA
 - 6.a. Accounts Payable Report.
[Accounts Payable.pdf](#)
 - 6.b. Minutes of the July 13, 2022 Board Meeting.
[7 13 2022 Min.pdf](#)
7. ACTION ITEMS
 - 7.a. Approval of an agreement with Ernst & Young regarding the ongoing review/audit of the State Water Project contract in conjunction with the State Water Contractors Association.
[Board Memo for Ernst & Young SWP Audit Agreement 072722.pdf](#)
[Ernst & Young Master Services Agreement - SWP Audit Services 072722 ATT1.pdf](#)
[Ernst & Young Statement of Work - SWP Audit Services 072722 ATT2.pdf](#)
 - 7.b. Consideration of the surplus sale of certain Casitas MWD assets.
[Board Memo on Surplus Items 072722.pdf](#)
 - 7.c. Provide direction to staff on annexation to CFD 2013-01 of APN 019-0-030-03 and APN 019-0-030-22.
[BoardMemo_1071 Rancho Road APN 019-0-030-03 and 019-0-030-22 072722 \(1\).pdf](#)
 - 7.d. Adopt Resolution approving the 2022 Ventura County Multi-Jurisdictional Hazard Mitigation Plan.
[2022 VC HMP_Board Memo_Reso.pdf](#)
8. INFORMATION ITEMS
 - 8.a. Hydrology Report.
[Hydrology.pdf](#)
 - 8.b. Response to the 2020-2021 Ventura County Grand Jury Report on Cybersecurity of Water Providers.
[ATT1 CMWD Letter Response to Ventura Grand Jury re Cybersecurity v2.pdf](#)
[GJ-Report_2021-22_CyberSecurityWaterProvidersVC.pdf](#)
9. GENERAL MANAGER COMMENTS
10. BOARD OF DIRECTOR REPORTS ON MEETINGS ATTENDED
11. BOARD OF DIRECTOR COMMENTS PER GOVERNMENT CODE SECTION 54954.2(a).

12. CLOSED SESSION

- 12.a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code Section 54956.9(a) Santa Barbara Channelkeeper v. State Water Resources Control Board, City of San Buenaventura, et al.; and City of San Buenaventura v Duncan Abbott, et al., Cross Complaint; Superior Court of the State of California, County of Los Angeles, Case No. 19STCP01176.

13. ADJOURNMENT

CASITAS MUNICIPAL WATER DISTRICT
General Fund Check Authorization
Checks Dated 07/07/22 - 07/20/22
Presented to the Board of Directors For Approval July 27, 2022

Check	Payee		Description	Amount
001136	Payables Fund Account	# 9759651478	Accounts Payable Batch 071322	\$ 1,298,645.25
001138	Payables Fund Account	# 9759651478	Accounts Payable Batch 072022	\$ 2,143,264.92
				<u>\$ 3,441,910.17</u>
001137	Payroll Found Account	# 9469730919	Estimated Payroll 08/11/22	\$ 260,000.00
			Total	<u>\$ 3,701,910.17</u>

Publication of check register is in compliance with Section 53065.6 of the Government Code which requires the District to disclose reimbursements to employees and/or directors.

The above numbered checks, 001136-001137 have been duly audited is hereby certified as correct.



Janyne Brown, Chief Financial Officer

A/P Fund

Publication of check register is in compliance with Section 53065.6 of the Government Code which requires the District to disclose reimbursements to employees and/or directors.

001136 A/P Checks: 046993-47063
A/P Draft 000358-000363
047027 - Meiners Oaks ACE hardware - Continuation of detail of check 047026

001138 A/P Checks: 047064-047130
A/P Draft 000364-000366
Voids:
047068 - Amazon Capital Service - Continuation of detail of check 047067
047106 - J.W. Enterprises - Continuation of detail of check 047105



Janyne Brown , Chief Financial Officer

CERTIFICATION

Payroll disbursements for the pay period ending 07/09/22

Pay Date 07/14/22

have been duly audited and are
hereby certified as correct.

Signed: Jaune Brown

Janyne Brown

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	7/13/2022			047027		
C-CHECK	VOID CHECK	V	7/20/2022			047068		
C-CHECK	VOID CHECK	V	7/20/2022			047106		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	3	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01 BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		3	0.00	0.00	0.00
BANK:	TOTALS:	3	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
05939	Health Equity							
I-INV3971411	Reimburse Med/Dep Care	D	7/13/2022	440.42		000358		440.42
00128	INTERNAL REVENUE SERVICE							
I-T1 202207112002	Federal Withholding	D	7/13/2022	44,410.56		000359		
I-T3 202207112002	SS Withholding	D	7/13/2022	47,526.44		000359		
I-T4 202207112002	Medicare Withholding	D	7/13/2022	11,115.12		000359		103,052.12
00187	CALPERS							
I-PBB202207112002	PERS BUY BACK	D	7/13/2022	130.46		000360		
I-PBP202207112002	PERS BUY BACK	D	7/13/2022	161.96		000360		
I-PEB202207112002	PEPRA EMPLOYEES PORTION	D	7/13/2022	12,009.21		000360		
I-PEM202207112002	PERS EMPLOYEE PORTION MGMT	D	7/13/2022	1,774.91		000360		
I-PER202207112002	PERS EMPLOYEE PORTION	D	7/13/2022	7,272.16		000360		
I-PRB202207112002	PEBRA EMPLOYER PORTION	D	7/13/2022	13,290.25		000360		
I-PRR202207112002	PERS EMPLOYER PORTION	D	7/13/2022	11,937.28		000360		46,576.23
00180	S.E.I.U. - LOCAL 721							
I-COP202207112002	SEIU 721 COPE	D	7/13/2022	12.50		000361		
I-UND202207112002	UNION DUES	D	7/13/2022	922.75		000361		935.25
00049	STATE OF CALIFORNIA							
I-T2 202207112002	STATE WITHHOLDING (CA)	D	7/13/2022	17,086.06		000362		17,086.06
05790	STATE OF OREGON							
I-OST202207112002	OR STATE TRANSIT TAX	D	7/13/2022	5.63		000363		
I-T2 202207112002	STATE WITHHOLDING (OR)	D	7/13/2022	415.12		000363		420.75
05939	Health Equity							
I-INV3995412	Reimburse Med/Dep Care	D	7/20/2022	304.39		000364		304.39
03206	U.S. Bank Global Corporate Tru							
I-2020730	Tax Bonds, Series B	D	7/20/2022	1,247,943.75		000365		1,247,943.75
03206	U.S. Bank Global Corporate Tru							
I-2020735	CFD 2019 Series C	D	7/20/2022	368,850.00		000366		368,850.00
05978	Action Brothers Concrete Pumpi							
I-061622	Concrete Pumping-Del Norte	R	7/13/2022	300.00		046993		300.00
00010	AIRGAS USA LLC							
I-9127224327	Welding Materials - PL	R	7/13/2022	1,325.61		046994		1,325.61

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00012	ALL-PHASE ELECTRIC SUPPLY CO. I-5665-1024321 Nip Al & CPL - Unit 73	R	7/13/2022	49.48		046995		49.48
03044	Amazon Capital Services I-1CQG-C4VM-7CCY Dewalt Tool Battteries - MAINT	R	7/13/2022	583.44		046996		
	I-1HTK-PHJW-G66R Vehicles Supplies - PL	R	7/13/2022	177.28		046996		
	I-1HWV-CNQK-4C1J Power Supply - EM	R	7/13/2022	51.02		046996		
	I-1MVY-X3W7-19LL Coffee - DO	R	7/13/2022	152.94		046996		
	I-1XJ3-JTWT-1X3V Sunscreen - EM	R	7/13/2022	28.86		046996		993.54
00029	AMERICAN TOWER CORP I-3948245 Tower Rent - Red Mountain	R	7/13/2022	1,087.40		046997		1,087.40
04534	Applied Technology Group, Inc. I-INV0000024648 SCADA Upgrade - TP	R	7/13/2022	3,886.71		046998		3,886.71
00014	AQUA-FLO SUPPLY I-SI1949133 2" Brass Ball Valve - UT	R	7/13/2022	321.71		046999		
	I-SI1950222 Tubing Cuter & Hydrant Wrench	R	7/13/2022	184.46		046999		
	I-SI1953433 Fire Hydrant Wrench - UT	R	7/13/2022	72.55		046999		
	I-SI1954257 Fittings - LCRA	R	7/13/2022	159.46		046999		
	I-SI1955247 Fittings - LCRA	R	7/13/2022	223.02		046999		961.20
00030	B&R TOOL AND SUPPLY CO I-1900975017 Oil - EM	R	7/13/2022	30.03		047000		
	I-1900975224 GST 32 Turbine Oil - TP	R	7/13/2022	377.13		047000		407.16
00679	BAKERSFIELD PIPE & SUPPLY INC I-S2936046.001 Slip on Flange - PL	R	7/13/2022	350.07		047001		350.07
05980	Blue Highways Productions, LLC I-17259 CA 101 Travel Guide - LCRA	R	7/13/2022	450.00		047002		450.00
00756	BOARD OF EQUALIZATION I-063022 Use Tax Return 15300115	R	7/13/2022	3,421.00		047003		3,421.00
05952	Burns Pacific Construction, In I-8509 W. & E. Ojai Ave Pipe Replace	R	7/13/2022	246,348.90		047004		246,348.90
09182	CalPERS I-100000016850407 Unfunded Accrued Liab. 07/22	R	7/13/2022	70,320.58		047005		
	I-100000016850421 Unfunded Accrued Liab. 22-23	R	7/13/2022	8,588.00		047005		78,908.58

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00055	CASITAS BOAT RENTALS							
I-001633	Berkley Power Bait - LCRA	R	7/13/2022	27.89		047006		27.89
00117	CERTEX USA, INC							
I-00117	Slings - PL	R	7/13/2022	228.43		047007		228.43
04678	Cla-Val, Soundcast, Griswold C							
I-847725	Cla-Val Maint - PL	R	7/13/2022	310.86		047008		
I-847726	Cla-Val Maint Mahoney PRV	R	7/13/2022	1,220.86		047008		
I-847727	Cla-Val Parts - PL	R	7/13/2022	12,205.36		047008		13,737.08
00059	COASTAL PIPCO							
I-S2187306.001	F Cam Coupler - Unit 73	R	7/13/2022	11.88		047009		11.88
00719	CORELOGIC INFORMATION SOLUTION							
I-82139203	Realquest Subscription	R	7/13/2022	137.50		047010		137.50
01001	CUSTOM PRINTING							
I-163508	2022 CCR Postcards - PR	R	7/13/2022	1,283.54		047011		1,283.54
01498	Department of Industrial Relat							
I-P 1886990 SN	Casitas Water Adventure	R	7/13/2022	1,325.00		047012		1,325.00
05937	Enterprise FM Trust							
I-FBN4501187	Vehicle Maintenance	R	7/13/2022	11,078.49		047013		11,078.49
00095	FAMCON PIPE & SUPPLY							
I-S100082171.001	OS & Y Valves - PL	R	7/13/2022	5,641.35		047014		5,641.35
00013	FERGUSON ENTERPRISES INC							
I-0799511	Adapter & Gasket - PL	R	7/13/2022	288.41		047015		288.41
00099	FGL ENVIRONMENTAL							
I-207809A	Nitrate Monitoring 05/10/22	R	7/13/2022	73.00		047016		
I-207810A	OWS-Distribution Entry Point	R	7/13/2022	261.00		047016		
I-210001A	Lab Water Quality 06/14/22	R	7/13/2022	55.00		047016		389.00
02710	Ford of Ventura Inc							
I-5086834	Tube, Plunger - Unit 55	R	7/13/2022	126.68		047017		
I-5086856	Cable ASY - Unit 55	R	7/13/2022	61.98		047017		188.66
00115	GRAINGER, INC							
I-9364507179	Pipe Plugs - EM	R	7/13/2022	22.10		047018		22.10

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04022	Hamner, Jewell & Associates							
I-201804	Ventura-SB Row Srvs - ENG	R	7/13/2022	2,573.75		047019		
I-201806	ROW Service Skyhigh Drive -ENG	R	7/13/2022	470.00		047019		3,043.75
00894	HOSE-MAN, INC.							
I-5296641-0001-05	Hose Repair - LAB	R	7/13/2022	158.55		047020		
I-5296740-0001-05	Adapter - Unit 73	R	7/13/2022	38.02		047020		196.57
02344	Janitek Cleaning Solutions							
I-45117A	Janitorial Service - DO	R	7/13/2022	2,435.91		047021		
I-45318A	Floor Care Service	R	7/13/2022	520.00		047021		2,955.91
00759	LAFCO							
I-062822	Apportionment of Net Cost	R	7/13/2022	13,947.00		047022		13,947.00
04859	Language Line Service, Inc							
I-10583668	Document Translation - LAB	R	7/13/2022	100.00		047023		100.00
00360	LESLIE'S POOL SUPPLIES, INC							
I-00142-01-047576	Pool Supplies - WP	R	7/13/2022	302.86		047024		302.86
05449	Matheson Tri-Gas, Inc.							
I-0025931006	Liquid Oxygen - TP	R	7/13/2022	29,823.77		047025		29,823.77
00151	MEINERS OAKS ACE HARDWARE							
C-011339	Ball Valve Return - LCRA	R	7/13/2022	29.27CR		047026		
I-010039	Fittings - PL	R	7/13/2022	16.18		047026		
I-010369	Paint - MAINT	R	7/13/2022	109.06		047026		
I-010413	Ball Valve - UT	R	7/13/2022	61.85		047026		
I-010458	Batteries for Dewalt Grinder	R	7/13/2022	262.54		047026		
I-010558	Tubing Poly & Cement - PL	R	7/13/2022	27.09		047026		
I-010639	Rubber Paste Black - UT	R	7/13/2022	47.92		047026		
I-011049	Wheel Cutoff - LCRA	R	7/13/2022	7.98		047026		
I-011127	Aluminum Angle - LCRA	R	7/13/2022	66.97		047026		
I-011293	Ball Valve - LCRA	R	7/13/2022	29.27		047026		
I-011317	Primer PVC & Cement - LCRA	R	7/13/2022	16.97		047026		
I-011688	Spry Paint - UT	R	7/13/2022	31.09		047026		
I-011710	Gloves, Bolts & Screws - TP	R	7/13/2022	58.68		047026		
I-011718	Bolts & Screws - TP	R	7/13/2022	15.79		047026		
I-011726	Lightning Cable & Screws - TP	R	7/13/2022	17.66		047026		739.78
03724	Michael K. Nunley & Associates							
I-100930	Mutual Well#7 Equipment - ENG	R	7/13/2022	1,684.05		047028		
I-100931	Upper Foothill PL Replacement	R	7/13/2022	729.53		047028		
I-100932	Fairview Road Engineering	R	7/13/2022	1,506.38		047028		3,919.96

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03444	Mission Linen Supply							
I-517342072	Uniform Pants - PL	R	7/13/2022	32.36		047029		
I-517342073	Uniform Pants - MAINT	R	7/13/2022	28.27		047029		
I-517342076	Uniform Pants - TP	R	7/13/2022	52.09		047029		112.72
03701	MNS Engineers, Inc.							
I-80754	LCRA Sewer Disign - ENG	R	7/13/2022	30,432.70		047030		30,432.70
01570	Ojai Auto Supply							
I-547231	Blue Def - GARAGE	R	7/13/2022	29.26		047031		
I-547764	Mini Diffuser Linen - GARAGE	R	7/13/2022	8.67		047031		37.93
01882	OJAI BASIN GROUNDWATER							
I-063022	Quarterly Pumping Fees	R	7/13/2022	22,839.30		047032		22,839.30
00912	OJAI BUSINESS CENTER, INC							
I-20221252	Color Copies CCR - LAB	R	7/13/2022	147.58		047033		147.58
00884	OJAI TERMITE & PEST CONTROL, I							
I-227328	Rodent Control on Canal	R	7/13/2022	965.00		047034		
I-227541	Rodent Control SA Plant -MAINT	R	7/13/2022	75.00		047034		1,040.00
00169	OJAI VALLEY SANITARY DISTRICT							
I-24232	Cust #20594	R	7/13/2022	302.25		047035		302.25
00169	OJAI VALLEY SANITARY DISTRICT							
I-24310	Cust #52921	R	7/13/2022	60.45		047036		60.45
01627	OSCAR'S TREE SERVICE							
I-062722	Spillway Brush Trimming -MAINT	R	7/13/2022	6,500.00		047037		6,500.00
00306	Rincon Consultants, Inc.							
I-40600	CEQA Serivces - ENG	R	7/13/2022	2,678.75		047038		
I-40615	Fairview Environmental - ENG	R	7/13/2022	10,886.45		047038		
I-40616	Ojai Ave Pipe Environ Support	R	7/13/2022	6,251.95		047038		
I-40625	VTA-Carp Intertie Service-ENG	R	7/13/2022	10,367.56		047038		30,184.71
01107	SAWYER PETROLEUM							
I-S143388	Gas - LCRA	R	7/13/2022	3,009.12		047039		
I-S143389	Diesel - LCRA	R	7/13/2022	2,313.80		047039		5,322.92
02756	SC Fuels							
I-2164508-IN	Gas & Diesel - DO	R	7/13/2022	9,369.62		047040		9,369.62

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00215	SOUTHERN CALIFORNIA EDISON							
C-050522	Acct#700009638309	R	7/13/2022	31.13CR		047041		
I-060722a	Acct#700009638309	R	7/13/2022	26.02		047041		
I-070622	Acct#700028645962	R	7/13/2022	97,150.93		047041		
I-070722a	Acct#700009638309	R	7/13/2022	28.18		047041		
I-070722b	Acct#700598317666	R	7/13/2022	33.35		047041		
I-070722c	Acct#700030209177	R	7/13/2022	4,132.27		047041		
I-070822	Acct#700029026585	R	7/13/2022	2,173.53		047041		103,513.15
02950	Stantec Consulting Services In Casitas Master Plan - ENG	R	7/13/2022	1,979.00		047042		1,979.00
05786	Stericycle, Inc. Shredding Service - DO	R	7/13/2022	235.57		047043		235.57
02703	Sunbelt Rentals Emergency Generator Rental	R	7/13/2022	2,767.36		047044		
I-125806135-0002	Rent Exc Bucket - PL	R	7/13/2022	504.27		047044		3,271.63
01696	SUPERIOR MACHINE Machine Face for Gasket Seal	R	7/13/2022	323.25		047045		323.25
02057	Swank Motion Pictures, Inc. Movie Rental - LCRA	R	7/13/2022	870.00		047046		870.00
00317	TIERRA CONTRACTING INC Fairview Road PL Const. ENG	R	7/13/2022	291,554.52		047047		291,554.52
03529	Trench Plate Rental Co. Steel Plate Rental - PL	R	7/13/2022	1,328.71		047048		1,328.71
02323	Mitch Tull Reimburse Expenses 07/22	R	7/13/2022	166.78		047049		166.78
04684	Univar Solutions USA Inc. Hydrochloric Acid - WP	R	7/13/2022	1,731.41		047050		
I-50299811	Hydrochloric Acid - WP	R	7/13/2022	1,298.55		047050		3,029.96
03393	Upper Ventura River Groundwate Annual Reg. Fee 22-23	R	7/13/2022	25,308.00		047051		25,308.00
00246	VENTURA COUNTY AIR POLLUTION Generator Permit Signal Plant	R	7/13/2022	678.00		047052		
I-1046280	Generator Permit Heidelberger	R	7/13/2022	678.00		047052		1,356.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00238	Ventura County Special Distric Annual Member Dues 22-23	R	7/13/2022	150.00		047053		150.00
00251	VENTURA COUNTY STAR							
I-0004720369a	Notice of Intent - LAB	R	7/13/2022	479.60		047054		
I-0004720369b	Public Notice CCR - LAB	R	7/13/2022	69.41		047054		
I-0004720369c	Public Notice CCR - LAB	R	7/13/2022	69.41		047054		618.42
09955	VENTURA WHOLESALE ELECTRIC Fittings - TP	R	7/13/2022	90.33		047055		90.33
01283	Verizon Wireless							
I-9910311482	Monthly Cell Charges - DO	R	7/13/2022	4,244.30		047056		
I-9910311920	Monthly Cell Charges - LCRA	R	7/13/2022	437.16		047056		4,681.46
02854	Water Works Engineers, LLC							
I-12774	West End Ojai Ave PL - ENG	R	7/13/2022	2,060.10		047057		
I-12775	VTA/CARP Intertie - ENG	R	7/13/2022	26,227.85		047057		
I-12776	VEN-SB Counties Design - ENG	R	7/13/2022	111,699.18		047057		
I-12777	Matilija Pipe Replace PreDesig	R	7/13/2022	1,585.87		047057		141,573.00
00663	WAXIE SANITARY SUPPLY							
I-80924165	Janitorial Supplies - DO	R	7/13/2022	1,222.99		047058		
I-81016309	Janitorial Supplies - LCRA	R	7/13/2022	3,068.33		047058		4,291.32
00330	WHITE CAP CONSTRUCTION SUPPLY							
I-10016339926	Tools for OES RMS - TP	R	7/13/2022	194.41		047059		194.41
04010	CALIFORNIA STATE DISBURSEMENT 200000001181291	R	7/13/2022	386.30		047060		386.30
00102	FRANCHISE TAX BOARD							
I-G03202207112002	Payroll Deduction	R	7/13/2022	778.37		047061		778.37
00124	ICMA RETIREMENT TRUST - 457							
I-DCI202207112002	DEFERRED COMP FLAT	R	7/13/2022	1,954.17		047062		
I-DI%202207112002	DEFERRED COMP PERCENT	R	7/13/2022	112.99		047062		2,067.16
00985	NATIONWIDE RETIREMENT SOLUTION							
I-CUN202207112002	457 CATCH UP	R	7/13/2022	480.77		047063		
I-DCN202207112002	DEFERRED COMP FLAT	R	7/13/2022	7,563.11		047063		
I-DN%202207112002	DEFERRED COMP PERCENT	R	7/13/2022	413.02		047063		8,456.90

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02587	A&M LAWNMOWER SHOP							
I-52054	Hand Blower - MAINT	R	7/20/2022	633.26		047064		633.26
01325	Aflac Worldwide Headquarters							
I-086485	Supplemental Insurance 07/22	R	7/20/2022	3,048.64		047065		3,048.64
00010	AIRGAS USA LLC							
I-9127622665	Lens Filter - EM	R	7/20/2022	59.07		047066		
I-9989817635	Gas Cylinder Rental - PL	R	7/20/2022	409.75		047066		468.82
03044	Amazon Capital Services							
C-1G33-RWGP-3XMJ	Thermal Socks - FISH	R	7/20/2022	45.00CR		047067		
C-1YX3-LRGR-RVLC	5W-40 - GARAGE	R	7/20/2022	53.74CR		047067		
I-16C3-YXWG-YC9P	Webcam - PR	R	7/20/2022	26.80		047067		
I-17HG-FFLN-KJM7	Ear Pads - MAINT	R	7/20/2022	27.62		047067		
I-19HF-RGYK-QMNX	Gloves - PL	R	7/20/2022	174.58		047067		
I-1D96-PQVC-YYQR	Car Stereo - Unit 55	R	7/20/2022	84.93		047067		
I-1DJC-6HK9-LMH4	5W-40 - GARAGE	R	7/20/2022	268.70		047067		
I-1F31-N44M-MTHN	Masking Tape - LCRA	R	7/20/2022	83.86		047067		
I-1FLJ-JVVP-YPDR	Turf Tire - LCRA	R	7/20/2022	150.04		047067		
I-1FN1-DWNV-7FGG	Samsung Chip - IT	R	7/20/2022	24.31		047067		
I-1FYG-7C4V-P736	Quicksilver Premium Plus - 136	R	7/20/2022	643.44		047067		
I-1LJM-PLJW-4DNK	TC Wall Mount - LCRA	R	7/20/2022	20.37		047067		
I-1MN3-KDFC-7DFL	Hood Lift Supports - Unit 39	R	7/20/2022	19.28		047067		
I-1MQ1-7LGR-RCCD	Dry Erase Marker - Admin	R	7/20/2022	47.65		047067		
I-1MR4-LXRM-T49K	Label Stickers - Admin	R	7/20/2022	15.34		047067		
I-1NJF-G6KD-3NGJ	Flapper Replacement - LCRA	R	7/20/2022	42.87		047067		
I-1Q91-KD97-NFCV	Insecticide - LCRA	R	7/20/2022	80.43		047067		
I-1QH7-9KCD-GLN1	Battery - EM	R	7/20/2022	160.88		047067		
I-1RWN-611T-K3KP	Crucial RAM 32GB - IT	R	7/20/2022	133.53		047067		
I-1VXF-VTWF-MWL6	HDMI Cable 7ft - IT	R	7/20/2022	11.48		047067		
I-1XJ4-44DV-QW14	Bolts & Nuts - ENG	R	7/20/2022	22.33		047067		
I-1XJM-TP3P-3GGF	Signs - No Parking - MAINT	R	7/20/2022	91.98		047067		
I-1YH6-FYGP-1V9T	Water Pump - LCRA	R	7/20/2022	25.72		047067		2,057.40
05987	Antar Ron							
I-071922	LCRA Claim	R	7/20/2022	250.00		047069		250.00
00014	AQUA-FLO SUPPLY							
I-SI1955968	Adapters & Coupling - LCRA	R	7/20/2022	83.23		047070		
I-SI1955978	Coupling - LCRA	R	7/20/2022	53.39		047070		
I-SI1957341	4" Pop-Up Rotor - LCRA	R	7/20/2022	347.49		047070		
I-SI1957354	Threaded Bell Reducer - ENG	R	7/20/2022	14.61		047070		
I-SI1959343	Clamp - LCRA	R	7/20/2022	44.41		047070		543.13

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03552	Julia Aranda							
I-May 22	Reimburse Expenses 05/22	R	7/20/2022	160.00		047071		160.00
05981	ArchiveSocial, Inc.							
I-23111	Social Media Archiving - PR	R	7/20/2022	5,988.00		047072		5,988.00
01666	AT & T							
I-000018465742	Acct#9391035542	R	7/20/2022	1,195.19		047073		1,195.19
00018	AT & T MOBILITY							
I-287290467941X0722	Acct#287290467941	R	7/20/2022	245.61		047074		
I-287294256431X0722	Acct#287294256431	R	7/20/2022	1,093.05		047074		
I-287299383384X0722	Acct#287299383384	R	7/20/2022	107.27		047074		1,445.93
03429	AT&T							
I-1306002708	Acct#8310009376326	R	7/20/2022	1,287.10		047075		1,287.10
03429	AT&T							
I-3139952774	Acct#80030939773	R	7/20/2022	13.12		047076		13.12
03429	AT&T							
I-8517161703	Acct#8310009376372	R	7/20/2022	1,287.10		047077		1,287.10
05630	Autodesk, Inc.							
I-9860550981	AutoCAD License	R	7/20/2022	8,035.00		047078		8,035.00
00030	B&R TOOL AND SUPPLY CO							
I-1900975632	Pipe Cutter - PL	R	7/20/2022	740.73		047079		
I-1900975682	Ridgid 51005 819 Nipple Chuck	R	7/20/2022	490.26		047079		1,230.99
00679	BAKERSFIELD PIPE & SUPPLY INC							
I-S2939045.001	Flange & Gasket - EM	R	7/20/2022	127.31		047080		127.31
00548	Lisa Barbee							
I-071222	Reimburse Expenses 07/22	R	7/20/2022	449.00		047081		449.00
01295	BSN CONSTRUCTION							
I-5604	Paving Lower Yard	R	7/20/2022	57,345.00		047082		57,345.00
05952	Burns Pacific Construction, In							
I-8522	W. & E. Ojai Ave Pipe Replace	R	7/20/2022	105,297.65		047083		105,297.65
05887	C.D. Lyon, Inc							
I-0010516-IN	Robles Facility Winch - ENG	R	7/20/2022	3,302.35		047084		3,302.35

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00055	CASITAS BOAT RENTALS Gas for Boats - LCRA	R	7/20/2022	879.52		047085		879.52
00062	CONSOLIDATED ELECTRICAL PLC Automation - TP	R	7/20/2022	3,637.80		047086		
	I-9009-1018883 Flex Conn & Nipple - ENG	R	7/20/2022	133.23		047086		
	I-9009-1023238 Tap Conn - EM	R	7/20/2022	93.18		047086		
	I-9009-1023303 Ins Tap Conn - EM	R	7/20/2022	46.59		047086		3,910.80
02041	Custom Mailing Solutions, Inc CCR Postcard Mailing - PR	R	7/20/2022	3,121.78		047087		3,121.78
01001	CUSTOM PRINTING W&E Ojai Ave Postcards	R	7/20/2022	1,019.53		047088		1,019.53
02544	Department of Justice Fingerprinting - LCRA/WP	R	7/20/2022	320.00		047089		320.00
05982	DocuSign, Inc. DocuSign - ENG & ADM	R	7/20/2022	3,312.00		047090		3,312.00
03910	DoiT International USA, INC Google Apps 06/22	R	7/20/2022	2,094.00		047091		2,094.00
00086	E.J. Harrison & Sons Inc Acct#500546088	R	7/20/2022	1,816.66		047092		1,816.66
00086	E.J. Harrison & Sons Inc Acct#500766090	R	7/20/2022	1,110.90		047093		1,110.90
05983	Easy CDL Truck Driving School Trucking School - MAINT	R	7/20/2022	4,300.00		047094		4,300.00
00099	FGL ENVIRONMENTAL OWS-San Antonio TP 06/06/22	R	7/20/2022	16.00		047095		
	I-210931A OWS-San Antonio TP Mn 07/05/22	R	7/20/2022	32.00		047095		48.00
00101	FISHER SCIENTIFIC Sodium Metabisulfite - LAB	R	7/20/2022	159.67		047096		
	I-4471042 Conductivity Standard & Confli	R	7/20/2022	204.15		047096		363.82
00104	FRED'S TIRE MAN Mount - Unit EZ5	R	7/20/2022	90.08		047097		90.08

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00106	FRONTIER PAINT I-F0285623 Paint - WP	R	7/20/2022	52.02		047098		52.02
05932	Ghitterman Ghitterman & Feld F I-072022 1102WC180000001 07/09-07/22/22	R	7/20/2022	580.00		047099		580.00
00115	GRAINGER, INC I-9373523688 Absord Pad Oil - EM	R	7/20/2022	129.30		047100		129.30
05674	Spencer Hair I-07/2022 Pesticide Course/Exam - LCRA	R	7/20/2022	450.00		047101		450.00
00596	HOME DEPOT I-7129849 Mini Air Conditioner - PL	R	7/20/2022	3,968.64		047102		3,968.64
00894	HOSE-MAN, INC. I-5296506-0001-05 Hoses - PL	R	7/20/2022	607.98		047103		607.98
00125	IDEXX DISTRIBUTION CORP I-3110133557 Lab Material - LAB	R	7/20/2022	1,422.13		047104		1,422.13
09910	J.W. ENTERPRISES							
	C-353055 CT Pumping - AVE 1PP CR	R	7/20/2022	29.66CR		047105		
	I-353056 CT Pumping - VILLANOVA	R	7/20/2022	78.50		047105		
	I-353057 CT Pumping - OVPP	R	7/20/2022	78.50		047105		
	I-353058 CT Pumping - 4M PP	R	7/20/2022	78.50		047105		
	I-353059 CT Pumping - GRAND AVE.	R	7/20/2022	78.50		047105		
	I-353060 CT Pumping - 4M RES	R	7/20/2022	78.50		047105		
	I-353061 CT Pumping - SA PLANT	R	7/20/2022	157.00		047105		
	I-353062 CT Pumping - UPPER OJAI RES.	R	7/20/2022	78.50		047105		
	I-353063 CT Pumping - 3M PUMP	R	7/20/2022	78.50		047105		
	I-353064 CT Pumping - SIGNAL RES.	R	7/20/2022	78.50		047105		
	I-353065 CT Pumping - FAIRVIEW RES.	R	7/20/2022	78.50		047105		
	I-353066 CT Pumping - CASITAS DAM	R	7/20/2022	78.50		047105		
	I-353067 CT Pumping - RINCON TANK	R	7/20/2022	78.50		047105		
	I-353068 CT Pumping - BATES RES.	R	7/20/2022	78.50		047105		1,069.34
02671	Tim Lawson I-07/2022 Shower/Galley Door Locks-LCRA	R	7/20/2022	134.98		047107		134.98
00145	MAGNUM FENCE & SECURITY, INC. I-14373 Gate Repair - MAINT	R	7/20/2022	3,985.00		047108		3,985.00

VENDOR SET: 01 Casitas Municipal Water D

BANK: AP ACCOUNTS PAYABLE

DATE RANGE: 7/07/2022 THRU 7/20/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00151	MEINERS OAKS ACE HARDWARE							
I-004528	Bolts & Screws - IT	R	7/20/2022	2.25		047109		
I-008282	Glue & Screws - IT	R	7/20/2022	7.98		047109		
I-011326	Utility Hanger SCRW - MAINT	R	7/20/2022	17.50		047109		
I-011716	Faucet - LCRA	R	7/20/2022	183.30		047109		
I-011777	Batteries & Clamp - LCRA	R	7/20/2022	12.03		047109		
I-011797	Saw Blade & Disk - LCRA	R	7/20/2022	71.59		047109		
I-011870	Hammer Drilling - ENG	R	7/20/2022	19.80		047109		
I-011939	Batteries - MAINT	R	7/20/2022	98.66		047109		
I-011987	Tank Sprayer & Contr. Bag - PL	R	7/20/2022	52.37		047109		
I-012051	Asphalt Patch & Screws - LCRA	R	7/20/2022	146.54		047109		
I-012188	Batteries & Tape - WP	R	7/20/2022	78.14		047109		
I-012325	Windex - LCRA	R	7/20/2022	12.68		047109		702.84
03444	Mission Linen Supply							
I-517381070	Uniform Pants - PL	R	7/20/2022	32.36		047110		
I-517381071	Uniform Pants - MAINT	R	7/20/2022	28.27		047110		
I-517381075	Uniform Pants - TP	R	7/20/2022	52.09		047110		
I-517425891	Uniform Pants - MAINT	R	7/20/2022	28.27		047110		
I-517425894	Uniform Pants - TP	R	7/20/2022	52.09		047110		193.08
00149	MRC Global							
I-0085475001	Gasket - EM	R	7/20/2022	15.07		047111		15.07
05977	ODP Business Solutions, LLC							
I-253059732001	Office Supplies - DO	R	7/20/2022	271.21		047112		
I-253061542001	Envelopes - LCRA	R	7/20/2022	17.27		047112		288.48
01570	Ojai Auto Supply							
I-547386	Air Filters & Air Freshener	R	7/20/2022	83.59		047113		83.59
00165	OJAI LUMBER CO, INC							
C-2205-687362	Peeler Pole Return - WP	R	7/20/2022	25.77CR		047114		
I-2205-687294	Peeler Pole - WP	R	7/20/2022	77.29		047114		51.52
00884	OJAI TERMITE & PEST CONTROL, I							
I-3995	Spray DO Outside - MAINT	R	7/20/2022	173.00		047115		173.00
04531	Peace Officers Research Associ							
I-352648	PORAC Insurance for Rangers	R	7/20/2022	191.00		047116		191.00
10072	PERMACOLOR, INC							
I-2207286	Powder Coating 6" Spool - EM	R	7/20/2022	163.50		047117		163.50

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
05713	Pops Auto Repair							
I-426	Fish Ladder Fall Protection	R	7/20/2022	2,650.00		047118		2,650.00
05984	PORAC LDF							
I-674781	Legal Defence Found - LCRA	R	7/20/2022	270.00		047119		270.00
00790	PROFORMA							
I-BI85007374A	Coroplast Sign & Banners - PR	R	7/20/2022	1,242.19		047120		1,242.19
01107	SAWYER PETROLEUM							
I-S143658	Gas - LCRA	R	7/20/2022	2,480.20		047121		
I-S143659	Diesel - LCRA	R	7/20/2022	3,183.96		047121		5,664.16
02756	SC Fuels							
I-2175326-IN	Summit Hysyn Iso - EM	R	7/20/2022	254.18		047122		254.18
00048	STATE OF CALIFORNIA							
I-071822	State Water Plan Payment	R	7/20/2022	257,400.00		047123		257,400.00
00825	USA BLUEBOOK							
I-042378	CL17 Parts - TP	R	7/20/2022	80.22		047124		
I-042435	Magna Trank 102 Locator - ENG	R	7/20/2022	878.76		047124		
I-042580	CL17 Motor Assembly - TP	R	7/20/2022	564.47		047124		1,523.45
00251	VENTURA COUNTY STAR							
I-0004720378	Public Hearing AD - MGMT	R	7/20/2022	228.74		047125		228.74
00254	VENTURA LOCKSMITHS							
I-B 11030	Keys - MAINT	R	7/20/2022	7.54		047126		7.54
09955	VENTURA WHOLESALE ELECTRIC							
I-286900	Metalic Sealtight - ENG	R	7/20/2022	92.01		047127		92.01
03758	County of Ventura - Fleet Serv							
I-9117-2206	Fleet Service	R	7/20/2022	899.02		047128		899.02
00270	Wells Fargo Bank							
I-071122b	City of Ojai Metting - MGMT	R	7/20/2022	117.47		047129		
I-071122d	Door-Run Channel - Unit 55	R	7/20/2022	160.79		047129		
I-071122f	Dash Glove Box - Unit 39	R	7/20/2022	25.43		047129		303.69
04582	Yeh and Associates, Inc							
I-222-158-1	Fairview Pipeline Geotech -ENG	R	7/20/2022	24,818.25		047130		24,818.25

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		135	1,656,619.78	0.00	1,656,619.78
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		9	1,785,608.97	0.00	1,785,608.97
EFT:		0	0.00	0.00	0.00
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS		0.00		
	VOID CREDITS		0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			144	3,442,228.75	0.00	3,442,228.75
BANK: AP		TOTALS:	144	3,442,228.75	0.00	3,442,228.75
REPORT TOTALS:			144	3,442,228.75	0.00	3,442,228.75

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Adjudication Charge Fund Account

Publication of check register is in compliance with Section 53065.6 of the Government Code which requires the District to disclose reimbursements to employees and/or directors.

Adj. Checks: 000075-000079

Voids:



Janyne Brown , Chief Financial Officer

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
05782 I-00888.003-6	GSI Water Solutions, Inc CMWD Litigation Support	R	7/13/2022	4,726.00		000075		4,726.00
01703 I-5789	ARNOLD LAROCHELLE MATTHEWS Adjudication Litigation 03-04	R	7/20/2022	3,792.00		000076		3,792.00
05963 I-1092704	California State University, S Facilitate/Mediate Colla VRWA	R	7/20/2022	1,715.00		000077		1,715.00
00306 I-40634	Rincon Consultants, Inc. Ventura River CDFW Flow Study	R	7/20/2022	638.90		000078		638.90
00270 I-071122a I-071122c I-071122e	Wells Fargo Bank Crowne Plaza Dep. - ADJ Crowne Plaza Estimate - ADJ Crowne Plaza - ADJ	R R R	7/20/2022 7/20/2022 7/20/2022	754.26 1,217.12 460.12		000079 000079 000079		2,431.50

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	5	13,303.40	0.00	13,303.40
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00 VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01 BANK: ADJ TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: ADJ TOTALS:	5	13,303.40	0.00	13,303.40
BANK: ADJ TOTALS:	5	13,303.40	0.00	13,303.40
REPORT TOTALS:	5	13,303.40	0.00	13,303.40

Minutes of the Casitas Municipal Water District
Board Meeting Held
July 13, 2022

1. CALL TO ORDER

President Brennan called the meeting to order at 5:00 p.m.

2. ROLL CALL

Directors Bergen, Cole and Brennan are present. Directors Kaiser and Hajas are absent. Also present are GM Flood, AGM Dyer, EA Vieira and Counsel Mathews.

3. PLEDGE OF ALLEGIANCE

Director Cole led the Pledge of Allegiance.

4. AGENDA CONFIRMATION

The agenda was confirmed.

5. PUBLIC COMMENTS - Presentation on District related items that are not on the agenda - three minute limit.

None

6. CONSENT AGENDA

6.a. Accounts Payable Report
[Accounts Payable Report.pdf](#)

6.b. Minutes of the June 22, 2022 Board Meeting.
[6 22 2022 Min.pdf](#)

6.c. Resolution proclaiming a local emergency persists, re-ratifying the proclamation of a state of emergency by Executive Order and re-authorizing remote teleconference meetings of the legislative bodies of Casitas Municipal Water District for the period of July 13, 2022 to August 12, 2022 pursuant to Brown Act provisions.
[Resolution Subsequent AB 361.pdf](#)

The consent agenda was offered by Director Cole, seconded by Director Bergen and adopted by the following roll call vote:

AYES:	Directors:	Bergen, Cole, Brennan
NOES:	Directors:	None
ABSENT:	Directors:	Kaiser, Hajas

Resolution is numbered 2022-25

7. ACTION ITEMS

- 7.a. Approve Change Order No. 4 to Travis Agricultural Construction, Inc. for the Mutual Well #7 Well Equipment and Site Work, Specification No. 20-438 in the amount of \$12,565.35.
[Board Memo for Mutual Wel 7 Wel Equipment and Slte Work Change Order 4 \(2\).pdf](#)

On the motion of Director Bergen, seconded by Director Cole, the above recommendation was approved by the following roll call vote:

AYES: Directors: Bergen, Cole, Brennan
NOES: Directors: None
ABSENT: Directors: Kaiser, Hajas

- 7.b. Approve Amendment to Rincon Consultants for preparation of the Initial Study/Mitigated Negative Declaration for the Ventura County - Santa Barbara Intertie project with a time extension to June 30, 2023 and an amendment request in the not to exceed amount of \$24,158.00 for a revised contract amount of \$267,886.00. [Board Memo Amendment.pdf](#)

On the motion of Director Cole, seconded by Director Bergen, the above recommendation was approved by the following roll call vote:

AYES: Directors: Bergen, Cole, Brennan
NOES: Directors: None
ABSENT: Directors: Kaiser, Hajas

- 7.c. Consideration and possible action on a term sheet from United Water Conservation District regarding a five-year transfer of Casitas MWD's State Water Project Table A water supply.
[Board Memo for United Draft Term Sheet 071322.pdf](#) [Casitas-United Draft Transfer Term Sheet 071322.pdf](#)

GM Flood explained that this term sheet is identical to the one we had from Tulare. It is a preliminary and allows for development of an agreement which would come back for final approval perhaps in September.

Burt Handy questioned the resale on the page three number 5 suggesting that United shall not sell water supplies except in Ventura County. GM Flood responded that the intent is to keep them from becoming a broker. We will consider that.

On the motion of Director Cole, seconded by Director Bergen, the above recommendation was approved by the following roll call vote:

AYES: Directors: Bergen, Cole, Brennan
NOES: Directors: None
ABSENT: Directors: Kaiser, Hajas

- 7.d. Approval of an application from Granite Construction Inc. for a temporary water service for the purposes of a concrete batch plant water supply for the State of California's Highway 101 improvement project.
[Board Memo Granite Const Temp Application 071322.pdf](#)
[Granite Const Application for Temp Service 071322 ATT1.pdf](#)

The board discussed the need for the project with GM Flood adding that they are looking at other water supplies as backup.

Burt Handy provided information on the charges that other cities use for construction with the City of Oxnard charging \$4.47 and Ventura charging \$4.85. He suggested that it be raised and a stage related rate added to it.

GM Flood explained that we are currently working on a rate study and we will review that as part of the study.

On the motion of Director Bergen, seconded by Director Cole, the above recommendation was approved by the following roll call vote:

AYES: Directors: Bergen, Cole, Brennan
NOES: Directors: None
ABSENT: Directors: Kaiser, Hajas

- 7.e. Approval of an application from Security Paving Company, Inc. for a temporary water service for the purposes of a construction water supply for the State of California's Highway 33/San Antonio Bridge improvement project.
[Security Paving HWY 33 Project Temp App 071322.pdf](#)

Burt Handy provided the same comment on the rate that he provided on item 7d.

On the motion of Director Cole, seconded by Director Bergen the above recommendation was approved by the following roll call vote:

AYES: Directors: Bergen, Cole, Brennan
NOES: Directors: None
ABSENT: Directors: Kaiser, Hajas

- 7.f. Consideration of the claims of Antar and Jennifer Ron in the amount of \$250 for their deductible and \$513.59 for lodging.
[Ltr re Claims of Jennifer and Antar Ron.pdf](#)
[Claim of Antar and Jennifer Ron](#)

[Deductible.pdf Claim of Jennifer and Antar](#)
[Ron Lodging.pdf](#)

Mr. Mathews explained that are two claims, one for the insurance deductible and the second is for three days of lodging. The recommendation is to cover the claim for the deductible and deny the amount for the lodging. Generally speaking the damage done by a tree is not covered unless there are some specific situations. Those don't apply in this case.

Mr. Antar Ron explained that he was camping and a tree fell on their trailer. Insurance covered the repair costs minus the deductible. It took six months to get the parts and we provided receipts for our hotel costs while the trailer was being fixed. We live in our RV full time.

On the motion of Director Cole, seconded by Director Brennan the claim for the deductible was approved and the claim for lodging costs was denied by the following roll call vote:

AYES:	Directors:	Bergen, Cole, Brennan
NOES:	Directors:	None
ABSENT:	Directors:	Kaiser, Hajas

Mr. Mathews stated that this is an appeal to the Board. If you want to take further action you would need to do that through a small claims action.

8. INFORMATION ITEMS

- 8.a. Finance Committee Minutes.
[Finance Minutes 061722.pdf](#)
- 8.b. State Water Project Intertie Report.
[SWP Intertie Project Cost 6-30-22.pdf](#)
- 8.c. CFD 2013-01 Project Cost Report
[CFD 2013-1 Project Cost 6-30-2022.pdf](#)
- 8.d. Adjudication Charges Report.
[Adjudication Charges YTD 6.30.22.pdf](#)
- 8.e. Financial Statements for April 2022.
[Financial Statements 04-30-2022 Summary.pdf](#)
- 8.f. Non-Budgeted Items Log.
[Non-Budgeted Items Log.pdf](#)
- 8.g. Investment Report.
[Investment Report 6.30.2022.pdf](#)

The information items were received.

9. GENERAL MANAGER COMMENTS

GM Flood informed the board of a shutdown at Seacliff tomorrow from 9-11 to replace a valve. Customers have been notified.

Mr. Flood then referenced an earlier email regarding an algaecide treatment on the lake. The algae looks like grass clippings in the lake.

The video company who will assist with the tie in of Granicus and Zoom should be out next week and hopefully that will resolve the sound issues.

The Water Adventure is going to be able to open on Thursday and Friday for the next six weeks in addition to the weekend.

Mr. Flood informed the board that he will be out on Monday.

10. BOARD OF DIRECTOR REPORTS ON MEETINGS ATTENDED

None

11. BOARD OF DIRECTOR COMMENTS PER GOVERNMENT CODE SECTION 54954.2(a).

None

President Brennan moved the meeting to closed session at 5:37 p.m.

12. CLOSED SESSION

- 12.a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code Section 54956.9(a) Santa Barbara Channelkeeper v. State Water Resources Control Board, City of San Buenaventura, et al.; and City of San Buenaventura v Duncan Abbott, et al., Cross Complaint; Superior Court of the State of California, County of Los Angeles, Case No. 19STCP01176.

President Brennan moved the meeting back into open session at 5:53 p.m. with Mr. Mathews reporting that the board met in closed session and there was no reportable action taken.

13. ADJOURNMENT

President Brennan adjourned the meeting at 5:53 p.m.

Neil Cole, Secretary

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL L. FLOOD, GENERAL MANAGER
SUBJECT: APPROVAL OF AN AGREEMENT WITH ERNST & YOUNG
REGARDING THE ONGOING REVIEW/AUDIT OF THE STATE
WATER PROJECT CONTRACT IN CONJUNCTION WITH THE STATE
WATER CONTRACTORS ASSOCIATION.
DATE: 07/22/22

RECOMMENDATION:

Approve the agreement as presented.

BACKGROUND:

Casitas MWD (Casitas) is currently the contract administrator for the State Water Project (SWP) contract wherein the Ventura County Watershed Protection District is the named contractor.

Casitas is responsible for the review and distribution of all charges related to the SWP contract.

Casitas is also a member of the State Water Contractors Association (SWCA) which undergoes a cooperative effort to review and discuss charges related to the Department of Water Resources' administration and operation of the SWP.

DISCUSSION:

The SWCA has engaged the services of an auditor to review the various aspects of the SWP contractor contracts with the DWR.

The proposed agreement is for a term of five years and will involve the ongoing review/audit of the following:

- Statement of Charges
- Delta Water Charge
- Transportation Minimum and Capital
- System Power Costs
- Debt Service Procedures
- Rate Management Calculation
- Fund Reconciliation

The Statement of Work is attached and provides the details of the work that Ernst & Young will engage in over the next twelve months of the agreement with Casitas' share expected to be no more than \$9,113.00.

Subsequent years are expected to continue similar activities at a cost typically in the same range.

Casitas staff expects that the District will benefit in an amount greater than the cost of this contract with Ernst & Young.



Ernst & Young LLP
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400 Capitol Mall
Sacramento, CA 95814

Tel: +1 916 218 1900
ey.com

Mr. Michael Flood
Casitas Municipal Water District
General Manager
1055 Ventura Ave.
Oak View, California 93022-9622

July 1, 2022

Dear Mr. Flood:

Thank you for choosing Ernst & Young LLP (“we” or “EY”) to perform professional services (the “Services”) for Casitas Municipal Water District (“you” or “Client”). We appreciate the opportunity to assist you and look forward to working with you. This letter agreement constitutes the Master Services Agreement (MSA) between EY and Casitas Municipal Water District under which EY will perform the Services for Casitas Municipal Water District. It is intended that the Services performed by EY on behalf of Casitas Municipal Water District under this MSA will also be performed on behalf of a number of other State Water Project contractors under substantially identical MSAs, and that the costs of these services will be shared by all participants.

For each project that we agree to undertake for you, we will prepare a Statement of Work describing the particular Services, as well as any advice, presentations, or filings to be made, our fees therefor, and any other project-specific arrangements. All of the Services will be subject to the terms and conditions of this letter, its attachments, including the General Terms and Conditions, and the applicable Statement of Work (together, this “Agreement”). Except for a claim seeking solely injunctive relief, any dispute or claim arising out of or relating to this Agreement, the Services or any other services provided by us or on our behalf to you shall be resolved by mediation and arbitration as set forth in this Agreement.

We may enter into Statements of Work with you for a period of five years following the date of this letter, although we may agree with you to extend that period, including by executing additional Statements of Work referencing this Agreement. We understand that this MSA does not bind you to use our Services, but instead reflects our general understanding of the arrangement should EY and you choose to enter into any future Statement of Work.

Please sign this letter in the space provided below to indicate your agreement with these arrangements and return it to Scott Enos (400 Capitol Mall, Suite 900, Sacramento, CA 95814) or email to scott.enos@ey.com at your earliest convenience. If you have any questions about any of these materials, please do not hesitate to contact Scott Enos at 916-218-1958 so that we can address any issues you identify before we begin to provide any Services.



Very truly yours,

Ernst + Young LLP

AGREED:

Casitas Municipal Water District

By: _____
Mr. Michael Flood

General Terms and Conditions

Our relationship with you

1. We will perform the Services in accordance with applicable professional standards, including those established by the American Institute of Certified Public Accountants (“**AICPA**”).
2. We are a member of the global network of Ernst & Young firms (“**EY Firms**”), each of which is a separate legal entity.
3. We will provide the Services to you as an independent contractor and not as your employee, agent, partner or joint venturer. Neither you nor we have any right, power or authority to bind the other.
4. We may subcontract portions of the Services to other EY Firms, who may deal with you directly. Nevertheless, we alone will be responsible to you for the Reports (as defined in Section 11), the performance of the Services, and our other obligations under this Agreement. From time to time, non-CPA personnel may perform the Services.
5. We will not assume any of your management responsibilities in connection with the Services. We will not be responsible for the use or implementation of the output of the Services, although we may otherwise provide advice and recommendations to assist you in your management functions and making decisions.

Your responsibilities

6. You shall assign a qualified person to oversee the Services. You are responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for your purposes.
7. You shall provide (or cause others to provide) to us, promptly, the information, resources and assistance (including access to records, systems, premises and people) that we reasonably require to perform the Services.
8. To the best of your knowledge, all information provided by you or on your behalf (“**Client Information**”) will be accurate and complete in all material respects. The provision of Client Information to us will not infringe any copyright or other third-party rights.
9. We will rely on Client Information made available to us and, unless we expressly agree otherwise, will have no responsibility to evaluate or verify it.

10. You shall be responsible for your personnel’s compliance with your obligations under this Agreement.

Our Reports

11. Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement (“**Reports**”), other than Client Information, are for your internal use only (consistent with the purpose of the particular Services).
12. You may not disclose a Report (or any portion or summary of a Report) externally (including to your affiliates) or refer to us or to any other EY Firm in connection with the Services, except:
 - (a) to your lawyers (subject to these disclosure restrictions), who may review it only to give you advice relating to the Services,
 - (b) to the extent, and for the purposes, required by subpoena or similar legal process (of which you will promptly notify us),
 - (c) to other persons (including your affiliates) with our prior written consent, who have executed an access letter substantially in the form we prescribe, or
 - (d) to the extent it contains Tax Advice, as set forth in Section 13.

If you are permitted to disclose a Report (or a portion thereof) externally, you shall not alter, edit or modify it from the form we provided.

13. You may disclose to anyone a Report (or a portion thereof) solely to the extent that it relates to tax matters, including tax advice, tax opinions, tax returns, or the tax treatment or tax structure of any transaction to which the Services relate (“**Tax Advice**”). With the exception of tax authorities, you shall inform those to whom you disclose Tax Advice that they may not rely on it for any purpose without our prior written consent.
14. You may incorporate into documents that you intend to disclose externally EY summaries, calculations or tables based on Client Information contained in a Report, but not our recommendations, conclusions or findings. However, you must assume sole responsibility for the contents of those documents and not refer to us or any other EY Firm in connection with them. This provision does not affect your ability to circulate Reports internally.

15. You may not rely on any draft Report. We shall not be required to update any final Report for circumstances of which we become aware, or events occurring, after its delivery.

Limitations

16. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, any consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.
17. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services. This limitation will not apply to losses caused by our fraud or willful misconduct or to the extent prohibited by applicable law or professional regulations.
18. You shall make any claim relating to the Services or otherwise under this Agreement no later than one year after you became aware (or ought reasonably to have become aware) of the facts giving rise to any alleged such claim and in any event, no later than two years after the completion of the particular Services. This limitation will not apply to the extent prohibited by applicable law or professional regulations.
19. You may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other EY Firm or our or its subcontractors, members, shareholders, directors, officers, partners, principals or employees (“**EY Persons**”). You shall make any claim or bring proceedings only against us. The provisions of Sections 16 through 20 are intended to benefit the other EY Firms and all EY Persons, who shall be entitled to enforce them.

Indemnity

20. To the fullest extent permitted by applicable law and professional regulations, you shall indemnify us, the other EY Firms and the EY Persons against all claims by third parties (including your affiliates and attorneys) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the disclosure of any Report (other than Tax Advice) or a third party’s use of or reliance on any Report (including Tax Advice) disclosed to it by you or at your request.

Intellectual property rights

21. We may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how that we own or license (“**Materials**”) in performing the Services. Notwithstanding the delivery of any Reports, we retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in connection with the Services (but not Client Information reflected in them).
22. Upon payment for particular Services and subject to the other terms of this Agreement, you may use the Reports relating to those Services, as well as any Materials owned by us that are included therein, solely to the extent necessary to use the Reports.

Confidentiality

23. Except as otherwise permitted by this Agreement, neither of us may disclose to third parties the contents of this Agreement or any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of us may, however, disclose such information to the extent that it:
 - (a) is or becomes public other than through a breach of this Agreement,
 - (b) is subsequently received by the recipient from a third party who, to the recipient’s knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,
 - (c) was known to the recipient at the time of disclosure or is thereafter created independently,
 - (d) is disclosed as necessary to enforce the recipient’s rights under this Agreement, or
 - (e) must be disclosed under applicable law, legal process or professional regulations.

EY acknowledges that Client has taken the position that Client is subject to the Freedom of Information Act (“FOIA”) as may be amended, updated or replaced from time to time. EY has made no independent inquiry or determination on the subject, however, to the extent FOIA is applicable, the parties acknowledge and agree that: (a) Subject to clause (b) below, the decision on whether any exemption applies to a request for disclosure of information under the FOIA is a decision for Client after consultation with EY; (b) where Client is managing a request under FOIA to disclose a Report or any information that belongs to EY, EY shall cooperate with Client and shall use all reasonable efforts to respond to Client within ten (10) working

days of Client's request for assistance in determining whether or not an exemption to the FOIA applies; and (c) Client will only disclose the confidential information when required by FOIA, and when Client discloses a Report or EY confidential information, Client shall (i) use all reasonable efforts to limit the disclosure to the maximum extent possible (including redaction of the Report or EY's confidential information where possible), and (ii) notify EY in writing prior to such disclosure unless prohibited by law.

24. Either of us may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.
25. Unless prohibited by applicable law, we may provide Client Information to other EY Firms (which are listed at www.ey.com) and EY Persons, as well as external third parties providing services on our or their behalf, who may collect, use, transfer, store or otherwise process (collectively, "**Process**") it in various jurisdictions in which they operate in order to facilitate performance of the Services, to comply with regulatory requirements, to check conflicts, to provide financial accounting and other administrative, infrastructure and security support services or for quality and risk management purposes. We shall be responsible to you for maintaining the confidentiality of Client Information, regardless of where or by whom such information is Processed on our behalf.
26. With respect to any Services, if U.S. Securities and Exchange Commission auditor independence requirements apply to the relationship between you or any of your associated entities and any EY Firm, you represent, to the best of your knowledge, as of the date of this Agreement and as of the date of each Statement of Work hereunder, that neither you nor any of your affiliates has agreed, either orally or in writing, with any other advisor to restrict your ability to disclose to anyone the tax treatment or tax structure of any transaction to which the Services relate. An agreement of this kind could impair an EY Firm's independence as to your audit or that of any of your affiliates, or require specific tax disclosures as to those restrictions. Accordingly, you agree that the impact of any such agreement is your responsibility.

Data protection

27. If we Process Client Information that can be linked to specific individuals ("**Personal Data**"), we will Process it in accordance with Section 25 of this Agreement, as well as law and professional regulations applicable to us. We will also require any service provider that Processes Personal Data on our behalf to provide at least the same level of protection for such data as is required by such legal and regulatory requirements. If Personal Data relating to a data subject in the UK, European Union or Switzerland (collectively,

"**European Personal Data**") is required for EY to perform the Services, the parties agree to negotiate in good faith a data transfer addendum intended to validate the transfer of such European Personal Data by Company to EY prior to such transfer. If any Client Information is protected health information under the Health Insurance Portability and Accountability Act, as amended, this Agreement is deemed to incorporate all of the terms otherwise required to be included in a business associate contract relating to such information.

28. You warrant that you have the authority to provide the Personal Data to us in connection with the performance of the Services and that the Personal Data provided to us has been Processed in accordance with applicable law. In order to provide the Services, we may need to access Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event that we need access to such information, you will consult with us on appropriate measures (consistent with professional standards applicable to us) to protect the Restricted Personal Data, such as deleting or masking unnecessary information before it is made available to us, encrypting any data transferred to us, or making the data available for on-site review at a Client site. You will provide us with Restricted Personal Data only in accordance with mutually agreed protective measures.

Fees and expenses generally

29. You shall pay our professional fees and specific expenses in connection with the Services as detailed in the applicable Statement of Work. You shall also reimburse us for other reasonable expenses incurred in performing the Services. Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which you shall pay (other than taxes imposed on our income generally). Unless otherwise set forth in the applicable Statement of Work, payment is due within 30 days following receipt of each of our invoices. We may receive rebates in connection with certain purchases, which we use to reduce charges that we would otherwise pass on to you.
30. We may charge additional professional fees if events beyond our control (including your acts or omissions) affect our ability to perform the Services as originally planned or if you ask us to perform additional tasks.
31. If we are required by applicable law, legal process or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, you shall reimburse us for any professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request,

unless we are a party to the proceeding or the subject of the investigation.

Force majeure

32. Neither you nor we shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond your or our reasonable control.

Term and termination

33. This Agreement applies to the Services whenever performed (including before the date of this Agreement).
34. This Agreement shall terminate upon the completion of the Services. Either of us may terminate it, or any particular Services, earlier upon 30 days' prior written notice to the other. In addition, we may terminate this Agreement, or any particular Services, immediately upon written notice to you if we reasonably determine that we can no longer provide the Services in accordance with applicable law or professional obligations.
35. You shall pay us for all work-in-progress, Services already performed, and expenses incurred by us up to and including the effective date of the termination of this Agreement. Payment is due within 30 days following receipt of our invoice for these amounts.
36. The provisions of this Agreement, including Section 14 and otherwise with respect to Reports, that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement, except that our respective confidentiality obligations (other than those relating to Reports or under Section 14) shall continue thereafter for three years only.

Governing law and dispute resolution

37. This Agreement, and any non-contractual matters or obligations arising out of this Agreement or the Services, including (without limitation) claims arising in tort, fraud, under statute or otherwise relating to the Services, or questions relating to the scope or enforceability of this Section 37, shall be governed by, and construed in accordance with, the laws of New York applicable to agreements made, and fully to be performed, therein by residents thereof. Except as otherwise expressly provided in the Cover Letter, any dispute relating to this Agreement or the Services shall be resolved as set forth in Appendix 1 to these Terms and Conditions.

Miscellaneous

38. This Agreement constitutes the entire agreement between us as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered. In addition, any policy, protocol, agreement (other than this Agreement) or other instrument, in whatever form, imposed at any time that purports to obligate EY, any other EY Firm or any EY Person with respect to the use of Client Information shall be void and of no further effect, and you shall not seek to enforce any such obligation.
39. Both of us may execute this Agreement (including Statements of Work), as well as any modifications thereto, by electronic means and each of us may sign a different copy of the same document. Both of us must agree in writing to modify this Agreement or any Statement of Work hereunder.
40. Each of us represents to the other that each person signing this Agreement or any Statement of Work hereunder on its behalf is expressly authorized to execute it and to bind such party to its terms. You also represent that this Agreement has, if necessary, been considered and approved by your Audit Committee. You represent that your affiliates and any others for whom Services are performed shall be bound by the terms of this Agreement.
41. You agree that we and the other EY Firms may, subject to professional obligations, act for other clients, including your competitors.
42. Neither of us may assign any of our rights, obligations or claims arising out of or related to this Agreement or any Services.
43. If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
44. If there is any inconsistency between provisions in different parts of this Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the Cover Letter, (b) the applicable Statement of Work and any attachments thereto, (c) these General Terms and Conditions, and (d) other attachments to this Agreement.
45. Neither of us may use or reference the other's name, logo or trademarks publicly without the other's prior written consent, although we may publicly identify you as a client in connection with specific Services or generally.

46. For administrative reasons, you may from time to time ask that fees and expenses for Services performed for your international affiliates or at international locations be invoiced to you or your designate there, in local currency. You guarantee the timely payment of all those invoices by your affiliates. In addition, from time to time, an affiliate of ours, providing Services as a subcontractor to us, may bill you directly for fees incurred for work outside the US, in local currency or otherwise.

Appendix 1

Dispute resolution procedures

Mediation

A party shall submit a dispute to mediation by written notice to the other party or parties. The mediator shall be selected by the parties. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution (“CPR”) shall designate a mediator at the request of a party. Any mediator must be acceptable to all parties and must confirm in writing that the mediator is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or of beneficial owner with decision-making capacity over any EY Firm audit client.

The mediator shall conduct the mediation as the mediator determines, with the agreement of the parties. The parties shall discuss their differences in good faith and attempt, with the mediator’s assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. The mediation proceedings shall not be recorded or transcribed.

Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

If the parties have not resolved a dispute within 90 days after written notice beginning mediation (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute shall be settled by arbitration. In addition, if a party initiates litigation, arbitration, or other binding dispute resolution process without initiating mediation, or before the mediation process has terminated, an opposing party may deem the mediation requirement to have been waived and may proceed with arbitration.

Arbitration

The arbitration will be conducted in accordance with the procedures in this document and the CPR Rules for Non-Administered Arbitration (“Rules”) as in effect on the date of the Agreement, or such other rules and procedures as the parties may agree. In the event of a conflict, the provisions of this document will control.

The arbitration will be conducted before a panel of three arbitrators, to be selected in accordance with the screened selection process provided in the Rules. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. No potential arbitrator may be appointed unless the arbitrator has agreed in writing to these procedures and has confirmed in writing that the arbitrator is not, and will not become during the term of the arbitration, an employee, partner, executive officer, director, or of beneficial owner with decision-making capacity over any EY Firm audit client.

The arbitration panel shall have no power to award non-monetary or equitable relief of any sort or to make an award or impose a remedy that (i) is inconsistent with the agreement to which these procedures are attached or any other agreement relevant to the dispute, or (ii) could not be made or imposed by a court deciding the matter in the same jurisdiction. In deciding the dispute, the arbitration panel shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, and shall have no power to decide the dispute in any manner not consistent with such limitations period.

Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitration panel may disclose the existence, content or results of the arbitration only in accordance with the Rules or applicable professional standards. Before making any such disclosure, a party shall give written notice to all other parties and shall afford them a reasonable opportunity to protect their interests, except to the extent such disclosure is necessary to comply with applicable law, regulatory requirements or professional standards.

The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.



Ernst & Young LLP
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Tel: +1 916 218 1900
ey.com

Statement of Work

This Statement of Work with the attached Exhibits, dated July 1, 2022 (this SOW) is made by Ernst & Young LLP (“we” or “EY”) and Casitas Municipal Water District on behalf of itself (“you” or “Client”), pursuant to the Master Services Agreement, dated July 1, 2022 (MSA), between EY and Casitas Municipal Water District (the Agency).

The additional terms and conditions of this SOW shall apply only to the Services covered by this SOW and not to Services covered by any other SOW pursuant to the MSA. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings defined in the MSA, including references in the Agreement to “you” or “Client” shall be deemed references to you.

Scope of services

Except as otherwise set forth in this SOW, this SOW incorporates by reference, and is deemed to be a part of, the MSA. This SOW sets forth the terms and conditions on which EY will perform certain professional services as described in Exhibit A (the Services) for Agency, a member of the State Water Contractors (the “Contractors” or “SWC”) Independent Audit Association (IAA), for the twelve months ending June 30, 2023.

Any changes to the above scope of work will be agreed upon in writing and signed by both parties and will amend this original SOW.

The Services are advisory in nature and will not constitute an audit performed in accordance with Generally Accepted Accounting Principles. EY will perform the Services in accordance with the Statement of Standards for Consulting Services (CS100) of the American Institute for Certified Public Accountants (AICPA). As part of your review of the terms of this Agreement, please refer to the enclosed letter from Chantal Ouellet of the IAA Audit Contract Negotiating Committee.

Your specific obligations

You acknowledge that the Services are sufficient for your purposes.

You will not, and you will not permit others to, quote or refer to the Reports, any portion, summary or abstract thereof, or to EY or any other EY Firm, in any document filed or distributed in connection with (i) a purchase or sale of securities to which the United States or state securities laws (Securities Laws) are applicable, or (ii) periodic reporting obligations under Securities Laws. You will not contend that any provisions of Securities Laws could invalidate any provision of this agreement.

We also draw your attention to the reservations set out in paragraph 5 of the General Terms and Conditions of the MSA, as well as your management responsibilities under paragraph 6, your obligations under paragraphs 11 and 12, and your representation, as of the date hereof, under paragraph 26 thereof.

Specific additional terms and conditions

The Services are advisory in nature. EY will not render an assurance report or opinion under the Agreement, nor will the Services constitute an audit, review, examination, or other form of attestation as those terms are defined by the American Institute of Certified Public Accountants. None of the Services or any Reports will constitute any legal opinion or advice. We will not conduct a review to detect fraud or illegal acts, nor will we test compliance with the laws or regulations of any jurisdiction.

Notwithstanding anything to the contrary in the Agreement or this SOW, we do not assume any responsibility for any third-party products, programs or services, their performance or compliance with your specifications or otherwise.

We will base any comments or recommendations as to the functional or technical capabilities of any products in use or being considered by you solely on information provided by your vendors, directly or through you. We are not responsible for the completeness or accuracy of any such information or for confirming any of it.

Where our written consent under the MSA is required for you to disclose to a third party any of our Reports (other than Tax Advice), we will also require that third party to execute a letter substantially in the form of Exhibit D to this SOW. To the extent the Agency is permitted to disclose any written Report as set forth herein, it shall disclose such Report only in the original, complete and unaltered form provided by EY, with all restrictive legends and other agreements intact.

Unless prohibited by applicable law, we may provide Client Information to other EY firms, EY Persons and external third parties, who may collect, use, transfer, store or otherwise process such information in various jurisdictions in which they operate in order to provide support services to any EY Firm and/or assist in the performance of the Services.

After the Services under this SOW have been completed, we may disclose or present to prospective clients, or otherwise in our marketing materials, that we have performed the Services for you, and we may use your name solely for that purpose, in accordance with applicable professional obligations. In addition, we may use your name, trademark, service mark and logo as reasonably necessary to perform the Services and in correspondence, including proposals, from us to you.

Compliance with U.S. immigration requirements may require EY to provide certain information to the U.S. Citizenship and Immigration Services (“USCIS”) to confirm that EY employees on certain visas are, in fact, EY employees and not employees of the Client or other clients of EY. This will include providing certain information regarding work locations to support compliance with the visa requirements. As such, EY may disclose to USCIS information regarding this SOW, including the Client’s identity and location, as well as a redacted copy of this SOW. Upon providing this information, EY will request that USCIS keep any such information confidential. In further support of these legal requirements, the U.S. Department of Labor (DOL) regulations, at 20 CFR § 655.734(a)(1)(ii)(A), require the posting of notice of a Labor Condition Application (LCA) in instances where individuals holding H-1B visas will be working on the Client’s premises. EY and the Client will work together

to develop an appropriate notice as required. The Client acknowledges that EY resources will be operating at all times as an employee of and under the direction and control of Ernst & Young U.S. LLP's management, and all activities including supervision, hiring and firing decisions, and performance evaluations are controlled by Ernst & Young U.S. LLP. The Client will not have the right to control EY resources. At all times, EY resources will receive direction from an EY manager while on-site at the Client premises.

You shall not, while we are performing the Services hereunder and for a period of 12 months after they are completed, solicit for employment, or hire, any EY personnel involved in the performance of the Services, provided, that you may generally advertise available positions and hire EY personnel who either respond to such advertisements or who come to you on their own initiative without direct or indirect encouragement from you.

The Agency shall, among other responsibilities with respect to the Services, (i) make all management decisions and perform all management functions, including applying independent business judgment to EY work products, making implementation decisions and determining further courses of action in connection with any Services; (ii) assign a competent employee within senior management to make all management decisions with respect to the Services, oversee the Services and evaluate their adequacy and results; and (iii) accept responsibility for the implementation of the results or recommendations contained in the Reports or otherwise in connection with the Services. The Agency hereby confirms that management of the Agency accepts responsibility for the sufficiency of the Services. In performing the Services neither EY nor EY's partners or employees will act as an employee of the Agency.

The Agency represents and warrants to EY that the Agency's execution and delivery of this Agreement has been authorized by all requisite corporate or other applicable entity action and the person signing this Agreement is expressly authorized to execute it on behalf of, and to bind, the Agency.

The performance of the Services and the parties' obligations in connection therewith are subject to the additional terms and conditions set forth in the MSA.

It is understood that the Agency is not bound by our findings in any controversy or disagreement between the Agency and the Department of Water Resources (the "Department") should the Agency disagree with our findings.

We would also request that, if any IAA member discovers discrepancies in billings or other financial statements relative to their State Water Project costs, in addition to your working with the Department to correct the error, please notify EY for potential future inclusion as part of their procedures related to all IAA members.

Fees and billing

The General Terms and Conditions of the Agreement address our fees and expenses generally.

The total fees for these Services to be rendered to the Agency, as well as an allocation of the total fees for each member Agency of the IAA, appear in Exhibits A and B attached (no procedures or fees have been allocated to Exhibit B in this contract). Our total fees pursuant to Exhibit A to be charged to all members of the IAA entering into agreements with us shall not exceed \$564,000 for the twelve months ending June 30, 2023. This agreement will not be effective unless, in addition to the Agency, a sufficient number of other IAA agencies enter into agreements with us for such Services whose combined allocated fee would represent not less than 80% of \$564,000 based on the 100% participation fee allocation (see column 2 at A-4). If all agencies who are presently participating in the Services rendered by our firm enter into agreements with us for this twelve-month period, the maximum fees for our Services to your Agency will not exceed \$6,808 for Exhibit A. However, if not all of the participating agencies enter into agreements with us for services during the twelve-month period ending June 30, 2023, the maximum fees to your Agency will vary between the above-mentioned amount and \$8,509, which represents the maximum fees should sufficient agencies enter into agreements with us with a combined allocated fee of not less than 80%, as stated above.

In addition to the maximum fees under Exhibit A, maximum fees under Exhibit B shall not exceed a total of \$50,000 or \$604 for the Agency unless agreed to by the IAA. As noted above, no procedures have been allocated to Exhibit B. Prior to any expenditures under Exhibit B, said work must be specifically requested in writing in advance of any work being performed. Areas of potential focus for Exhibit B projects could include procedures agreed to by EY and the IAA in advance related to one or more of the items identified in Exhibit A. In prior years Exhibit B special projects have included projects such as assessing implementation and billing issues relating to the new SAP-based Cost Allocation and Repayment Analysis System (CARA), and studies to evaluate a pay-as-you-go system for funding conservation related operating costs incurred by the Department.

We have also included Exhibit C as part of this contract, which provides the opportunity for individual Contractors to enter into separate agreements for additional services with EY. There are currently no fees related to Exhibit C included herein.

The results of our procedures will include a presentation of our findings, observations and recommendations to be held in Sacramento, California for any interested Contractors. Any presentations requested at individual Contractor locations will be negotiated with the individual Contractor under Exhibit C and will be paid for by that Contractor.

Invoices for time and expenses will be billed monthly and are due upon receipt.



In witness whereof, the parties have executed this SOW as of the date set forth above.

Casitas Municipal Water District

Ernst & Young, LLP

Representative

Representative

Signature

Scott Enos

Signature

Printed Name

Scott Enos

Printed Name

Title

Authorized Signatory

Title

Address

Ernst & Young LLP
400 Capitol Mall
Suite 900
Sacramento, CA 95814

Address

Date

July 1, 2022

Date

EXHIBIT A

I. SCOPE OF ENGAGEMENT

A-1 EY will work with the IAA, the SWC Audit/Finance Committee, and any subcommittees thereof, and the Department during the twelve months ending June 30, 2023 relating to matters currently being discussed between the SWC and the Department.

EY's Services to be rendered as described in this Exhibit shall be determined by the IAA at its discretion. These Services shall include:

1. Completion of the 2022/2023 procedures as outlined further below
2. Participation in all meetings of the SWC Audit/Finance Committee, which is a basic forum for communications between the State Water Project Contractors and the Department's staff on financial and accounting matters.
3. Cooperation with any subcommittees of the IAA assigned to study and resolve specific problem areas, such as the dispute resolution work group.
4. Review of reports and other documents prepared by the Department and disseminated at these meetings.
5. Provide an annual report setting forth the findings and recommendations related to our Services.

Report definitions

The assessment of risk of future occurrence, included in the findings summary tables in the report, provides the IAA with a meaningful measurement of the likelihood of similar findings in subsequent years if this issue is not addressed by the appropriate parties. This assessment of risk of future occurrence is based on knowledge obtained during discussions with the Department personnel and performance of procedures under this Exhibit A. Below are the definitions used in the report of findings and recommendations for the twelve months ending June 30, 2023 and we concur with these definitions.

Risk of Future Occurrence:

- A. High – it is highly likely (or probable) that the error or process failure will be repeated
- B. Medium – it is more likely than not that the error or process failure will be repeated
- C. Low – it is possible that the error or process failure will be repeated

During the twelve months ending June 30, 2023, the Services will include the following procedures.

2022/2023 Procedures

The procedures for the fiscal year ended June 30, 2023 were designed using estimated budgeted hours of 3,000. We will perform all procedures included in items 1-6 below. We will perform the procedures in items 7-8 if time permits. As a part of these procedures, we will regularly meet with the IAA to discuss the progress under this engagement. We will also submit the Report to each Agency setting forth the findings, observations, and recommendations related to our Services.

The following items represent the risks, risk factors, and procedures requested and determined by the IAA for the Contractors to be performed for the 2023 Statement of Charges (SOC) engagement:

Primary Procedures (Items 1-6)

1. Statement of Charges Testing

Risk:

- Incorrect amounts billed to contractors for each component by the Department.

Risk Factors:

- Manual adjustments made to SAP data to arrive at amounts billed. Manual processes create opportunities for errors.
- High importance of accurate contractor bills.
- Actual costs reported in the bills can be misstated.

Areas of Focus:

- Determine that all SOC amounts are internally consistent and agree to the Bulletin 132-22 for the contractors selected for testing (to be provided by IAA).
- Agree debt service amounts in the SOC attachments to the appropriate debt service schedule.
- Comparison of the current year SOC attachments to the prior year SOC attachments.
- Assessment of manual adjustments.
- Assess the corrected Project Interest Rate
- Assess the actual costs charged to various areas of the project.
- Assess the factors for distributing reach capital and minimum costs among the contractors.

2. Delta Water Charge

Risk:

- Incorrect amounts charged to contractors for conservation based on actual and estimated costs.

Risk Factors:

- Calculation of delta water charge is a manual process.
- Tracking of Oroville Spillway costs and reimbursement and segregation between response and recovery costs is a manual process.
- Potential for high dollar impact (\$341 million in delta water charges in 2020 per Table B-21).

Areas of Focus:

- Recalculate the delta water charge used in the SOC.
- For prior year actual costs included in the calculation, compare costs in SAP to the Department's calculation and investigate variances.
- Obtain an understanding of future estimates included in the calculation and perform appropriate procedures to assess such estimates.
- Assess the Hyatt-Thermalito credit to the delta water charge.

3. Alpha Allocation Cycles

Risk:

- Incorrect contractor charged and/or incorrect allocation of costs between contractors.

Risk Factors:

- The F-series and S-series alpha allocation cycles update performed on an annual basis is a manual process. Manual processes create opportunities for errors.
- Potential for errors in determining work performed that falls under direct to reach, field division, and state-wide allocations.
- Potential for high dollar impact (\$299 million allocated by alpha allocation cycles in 2020).

Areas of Focus:

- Examine all cost centers from SAP to determine which cost centers represent alpha cost centers.
- Select alpha cost centers with the largest total annual costs.
- Review costs being posted to selected alpha cost centers based on activities charged to the alpha cost center through examination of invoices posted and discussions with the project managers, as necessary.
- Review the current year alpha update activity performed by the Department.
- Review the current year alpha update performed by the Department.
- Review the F-series and S-series updates performed by the Department.

4. Transportation Minimum and Capital Direct and Indirect Analysis

Risk:

- Incorrect amounts billed to contractors for the transportation minimum and capital component by the Department.

Risk Factors:

- Direct and indirect costs may be allocated incorrectly through corresponding reaches.
- Judgment involved in selecting internal orders and work breakdown structures for billing to the contractors create opportunities for incorrect allocations.
- Project manager's and employee's lack of understanding of importance of accurate time charging to correct internal orders and work breakdown structures create opportunities for incorrect allocations.

Areas of Focus:

- Obtain a listing of internal orders associated with costs for selected reaches and group like internal orders to perform a fluctuation analysis to the prior year.
- Assess or obtain the Department's grouping of like internal orders to assess if the Department is able to group information for managerial reporting. This could include internal order hierarchies in SAP that could be used to group like internal orders.
- Assess a sample of internal orders with the largest increase in costs from group like internal orders for direct and indirect cost allocations.
- Obtain supporting documentation to assess the work was performed for the selected reaches.

5. System Power Costs – Variable Transportation

Risk:

- Incorrect contractor charged and/or incorrect allocation of costs between contractors.

Risk Factors:

- Calculation of the allocation factors is a manual process. Manual processes create opportunities for errors.
- Estimated Table 2 projected costs (invoicing rate) may not reflect actual costs incurred.
- Potential for high dollar impact (\$162 million net system power costs in 2020 per Table B-3).

Areas of Focus:

- Vouch power costs and power revenues from SAP and assess the classification of costs.
- Reconcile the 2021 Preliminary Allocation of Power Costs (PALPOC) to UCABS (SAP). Recalculate appropriate inputs to the 2021 PALPOC (e.g., value of recovery generation credits, direct-to-plant transmission, etc.).
- Recalculate the 2021 calendar year power allocation factors used in UCABS (SAP) to allocate net power costs.
- Recalculate the billed amounts for the transportation variable cost component for 2021 for the contractors selected (to be provided by the IAA).

6. Debt Service Procedures

Risk:

- Incorrect bond debt service charged to the contractors.

Risk Factors:

- Water System Revenue Bond (WSRB) Surcharge calculation is a manual process. Manual processes create opportunities for errors.
- Debt service not subsequently adjusted to provide the benefits of any refinancing to the contractors.
- Cost/debt reconciliation project ongoing adjustments to the calculation creates opportunities for errors.
- WSRB Surcharge currently does not reflect the results of the cost/debt reconciliation project.

Areas of Focus:

- Reconcile any new bond offerings to the debt service schedules.
- Determine whether refinanced bonds were credited to the debt service schedules to provide the benefits of such refinancing to the contractors (direct billed debt service and WSRB Surcharge).
- Assess changes made to the cost/debt reconciliation project from previous versions.

Other Procedures (Items 7-8)

These procedures will only be performed as time permits after completion of items 1-6 above and consideration of the estimated 3,000 hour time budget.

7. Rate Management Calculation Including Revenue and Cost Data

Risk:

- Rate management credits are improperly allocated among the contractors.
- Rate management credits are improperly calculated based on the revenue and expenditure data in the rate management credits calculation prepared by the Department.

Risk Factors:

- Calculation of rate management credits is a manual process.
- Lack of review and approval process for the rate management credit calculation.
- Outdated information used to calculate credits due to the contractors.

Areas of Focus:

- Obtain the rate management allocation schedule used for the 2023 SOC and review the allocation methodology for sample selected.
- Obtain the most recent rate management credits calculation and assess a sample of the largest balances.
- Perform a review of revenues including systems revenue and 51e (amount in excess of rate management credits).
- Perform a review of revenues and related cash funds.
- Assess the impact of findings on the revenues available for rate management credits.

8. Reconciliation between PR5 and UCABS and SWRDS Funds Analysis

Risk:

- Costs and revenues are not accurately billed to the contractors based on inconsistencies between PR5 and UCABS.

Risk Factors:

- Costs and revenues do not accurately match between both systems.
- Manual process of moving costs between systems create opportunities for errors.
- Potential for movement of costs and revenues outside the SWRDS funds used for the state water project.

Areas of Focus:

- Gain an understanding of the reconciliation process performed by the Department.
- Reconcile all SWRDS PR5 costs and revenues included in the bond fund (0502), the construction fund (0506), and the revenue fund (0507) to the UCABS system.
- Identify, document, and investigate all variances between the two systems (PR5 and UCABS).
- Assess and classify all variances into two categories, (1) valid variance and (2) errant variance.
- Provide final assessment on the Department's recovery of all SWRDS costs.
- Perform an analysis of the movement of costs and revenues outside the SWRDS funds used for the state water project.

II. FEES FOR EY SERVICES

- A-2. Total fees for Exhibit A services performed by EY will not exceed \$564,000, including reasonable and necessary out-of-pocket expenses, which represent an estimated 3,000 hours to be incurred.

III. ALLOCATION OF FEES

- A-3. The maximum aggregate fee set forth in paragraph A-2 shall be apportioned among the agencies named in paragraph A-4 based on a basis consistent with prior years.

IV. MAXIMUM AGGREGATE FEE FOR EACH AGENCY

A-4. The portion of the maximum aggregate fee set forth in paragraph A-2 applicable to each Agency in conformity with the methodology set forth in paragraph A-3 is shown below:

Agency	Maximum fee for each Agency, provided all agencies listed below enter into agreements with EY	Maximum fee for each Agency, provided 80% of agencies listed below enter into agreements with EY	Percent of total
Alameda County Flood Control and Water Conservation District, Zone No. 7	\$ 27,444	\$ 34,305	4.9%
Alameda County Water District	14,297	17,871	2.5
Antelope Valley-East Kern Water Agency	49,305	61,631	8.7
Casitas Municipal Water District	6,808	8,509	1.2
Central Coast Water Authority	15,483	19,353	2.7
City of Yuba City	3,268	4,085	0.6
Coachella Valley Water District	47,094	58,868	8.4
County of Kings	3,167	3,959	0.6
Crestline-Lake Arrowhead Water Agency	1,974	2,468	0.4
Desert Water Agency	18,977	23,721	3.4
Dudley Ridge Water District	15,437	19,296	2.7
Empire West Side Irrigation District	1,021	1,276	0.2
Kern County Water Agency	141,000	176,250	25.0
Littlerock Creek Irrigation District	783	979	0.1
Mojave Water Agency	29,206	36,508	5.2
Napa County Flood Control and Water Conservation District	9,880	12,350	1.8
Palmdale Water District	7,251	9,064	1.3
San Bernardino Valley Municipal Water District	34,925	43,656	6.2
San Gabriel Valley Municipal Water District	9,804	12,255	1.7
San Geronio Pass Water Agency	5,889	7,361	1.0
San Luis Obispo County Flood Control and Water Conservation District	8,510	10,638	1.5
Santa Clara Valley Water District	34,040	42,550	6.0
Santa Clarita Valley Water Agency	32,406	40,508	5.7
Solano County Water Agency	16,256	20,320	2.9
Tulare Lake Basin Water Storage District	<u>29,775</u>	37,219	<u>5.3</u>
Total	<u>\$ 564,000</u>		<u>100.0%</u>

V. PAYMENT SCHEDULE

This is the payment schedule for the Agency.

<u>August 10, 2022 Billing</u>	<u>September 9, 2022 Billing</u>	<u>October 10, 2022 Billing</u>	<u>November 10, 2022 Billing</u>	<u>December 9, 2022 Billing</u>	<u>Total Billing</u>
\$2,042	\$1,362	\$1,362	\$1,362	\$680	\$6,808

EXHIBIT B

I. OTHER CONSULTING SERVICES

EY shall, during the twelve months ending June 30, 2023, perform other services if requested by the IAA. No such work shall be performed unless specifically authorized by the IAA in writing. Areas of potential focus for Exhibit B projects could include in depth procedures agreed to by EY and the IAA in advance related to one or more of the items identified in Exhibit A.

Total fees for such other consulting services shall 1) be agreed to prior to commencement of work, 2) be allocated among the agencies based on the same procedures included in the Exhibit A allocation, and 3) shall not exceed \$50,000, which represents an estimated 266 hours to be incurred, unless agreed to by the IAA, for the year ended June 30, 2023. Any part of the \$50,000 which is unused shall not be billed.

Agency	Maximum fee for each Agency, provided all Agencies listed below enter into agreements with EY	Percent of total
Alameda County Flood Control and Water Conservation District, Zone No.7	\$ 2,432	4.9%
Alameda County Water District	1,267	2.5
Antelope Valley-East Kern Water Agency	4,371	8.7
Casitas Municipal Water District	604	1.2
Central Coast Water Authority	1,373	2.7
City of Yuba City	290	0.6
Coachella Valley Water District	4,175	8.4
County of Kings	281	0.6
Crestline-Lake Arrowhead Water Agency	175	0.4
Desert Water Agency	1,682	3.4
Dudley Ridge Water District	1,369	2.7
Empire West Side Irrigation District	91	0.2
Kern County Water Agency	12,500	25.0
Littlerock Creek Irrigation District	69	0.1
Mojave Water Agency	2,589	5.2
Napa County Flood Control and Water Conservation District	876	1.8
Palmdale Water District	643	1.3
San Bernardino Valley Municipal Water District	3,096	6.2
San Gabriel Valley Municipal Water District	869	1.7
San Geronio Pass Water Agency	522	1.0
San Luis Obispo County Flood Control and Water Conservation District	754	1.5
Santa Clara Valley Water District	3,018	6.0
Santa Clarita Valley Water Agency	2,873	5.7
Solano County Water Agency	1,441	2.9
Tulare Lake Basin Water Storage District	<u>2,640</u>	<u>5.3</u>
Total	<u>\$ 50,000</u>	<u>100.0%</u>

EXHIBIT C

I. INDIVIDUAL CONTRACTOR AGREEMENTS

EY may, during the twelve months ending June 30, 2023, perform other consulting services as requested by individual Contractors. These services will be performed and billed separately from the services outlined in Exhibits A and B.

The terms and conditions of any procedures performed under Exhibit C, including payment terms, will be outlined in a separate Statement of Work (SOW). These services, which will be agreed to by EY and the requesting Contractor in advance, will be documented in the example SOW attached to herein as Exhibit C-1. An Exhibit C-1 statement of work will be made available to any Contractor upon request. All other provisions of the Contractor's signed contract with EY for the twelve months ending June 30, 2023 will continue to be in effect.

Total fees for such other consulting services shall be agreed to with the individual Contractor prior to commencement of work. The fees for services provided under Exhibit C will be outside of those referenced in Exhibits A and B, and will be paid for directly by the requesting Contractor.

EXHIBIT C-1

Statement of Work

This Statement of Work with the attached Exhibit, dated July 1, 2022 (this SOW) is made by Ernst & Young LLP (“we” or “EY”) and Casitas Municipal Water District on behalf of itself (“you” or “Client”), pursuant to the Agreement, dated July 1, 2022 (the Agreement), between EY and Casitas Municipal Water District (the Agency).

Except as otherwise set forth in this SOW, this SOW incorporates by reference, and is deemed to be a part of, the Agreement. The additional terms and conditions of this SOW shall apply only to the Services covered by this SOW and not to Services covered by any other Statement of Work pursuant to the Master Services Agreement (MSA) by and between EY and the Agency dated July 1, 2022. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings defined in the MSA, including references in the Agreement to “you” or “Client” shall be deemed references to you.

Scope of services

Except as otherwise set forth in this SOW, this SOW incorporates by reference, and is deemed to be a part of, the Agreement. This SOW sets forth the terms and conditions on which EY will perform certain professional services as described [INSERT DEFINITION OF SERVICES] (the Services) for Agency, a member of the State Water Contractors Independent Audit Association (IAA), for the twelve months ending June 30, 2023.

Any changes to the above scope of work will be agreed upon in writing and signed by both parties and will amend this original SOW.

The Services are advisory in nature and will not constitute an audit performed in accordance with Generally Accepted Accounting Principles. EY will perform the Services in accordance with the Statement of Standards for Consulting Services (CS100) of the American Institute for Certified Public Accountants (AICPA).

Your specific obligations

You acknowledge that the Services are sufficient for your purposes.

You will not, and you will not permit others to, quote or refer to the Reports, any portion, summary or abstract thereof, or to EY or any other EY Firm, in any document filed or distributed in connection with (i) a purchase or sale of securities to which the United States or state securities laws (Securities Laws) are applicable, or (ii) periodic reporting obligations under Securities Laws. You will not contend that any provisions of Securities Laws could invalidate any provision of this agreement.

We also draw your attention to the reservations set out in paragraph 5 of the General Terms and Conditions of the MSA, as well as your management responsibilities under paragraph 6, your obligations under paragraphs 11 and 12, and your representation, as of the date hereof, under paragraph 26 thereof.

Specific additional terms and conditions

The Services are advisory in nature. EY will not render an assurance report or opinion under the Agreement, nor will the Services constitute an audit, review, examination, or other form of attestation as those terms are defined by the American Institute of Certified Public Accountants. None of the Services or any Reports will constitute any legal opinion or advice. We will not conduct a review to detect fraud or illegal acts, nor will we test compliance with the laws or regulations of any jurisdiction.

Notwithstanding anything to the contrary in the Agreement or this SOW, we do not assume any responsibility for any third-party products, programs or services, their performance or compliance with your specifications or otherwise.

We will base any comments or recommendations as to the functional or technical capabilities of any products in use or being considered by you solely on information provided by your vendors, directly or through you. We are not responsible for the completeness or accuracy of any such information or for confirming any of it.

Where our written consent under the MSA is required for you to disclose to a third party any of our Reports (other than Tax Advice), we will also require that third party to execute a letter substantially in the form of Exhibit D to the Agreement. To the extent the Agency is permitted to disclose any written Report as set forth herein, it shall disclose such Report only in the original, complete and unaltered form provided by EY, with all restrictive legends and other agreements intact.

Unless prohibited by applicable law, we may provide Client Information to other EY firms, EY Persons and external third parties, who may collect, use, transfer, store or otherwise process such information in various jurisdictions in which they operate in order to provide support services to any EY Firm and/or assist in the performance of the Services.

After the Services under this SOW have been completed, we may disclose or present to prospective clients, or otherwise in our marketing materials, that we have performed the Services for you, and we may use your name solely for that purpose, in accordance with applicable professional obligations. In addition, we may use your name, trademark, service mark and logo as reasonably necessary to perform the Services and in correspondence, including proposals, from us to you.

Compliance with U.S. immigration requirements may require EY to provide certain information to the U.S. Citizenship and Immigration Services (“USCIS”) to confirm that EY employees on certain visas are, in fact, EY employees and not employees of the Client or other clients of EY. This will include providing certain information regarding work locations to support compliance with the visa requirements. As such, EY may disclose to USCIS information regarding this SOW, including the Client’s identity and location, as well as a redacted copy of this SOW. Upon providing this information, EY will request that USCIS keep any such information confidential. In further support of these legal requirements, the U.S. Department of Labor (DOL) regulations, at 20 CFR § 655.734(a)(1)(ii)(A), require the posting of notice of a Labor Condition Application (LCA) in instances where individuals holding H-1B visas will be working on the Client’s premises. EY and the Client will work together to develop an appropriate notice as required. The Client acknowledges that EY resources will be operating at all times as an employee of and under the direction and control of Ernst & Young U.S. LLP’s management, and all activities including supervision, hiring and firing decisions, and performance evaluations are controlled by Ernst & Young U.S. LLP. The Client will not have the right to control EY resources. At all times, EY resources will receive direction from an EY manager while on-site at the Client premises.

You shall not, while we are performing the Services hereunder and for a period of 12 months after they are completed, solicit for employment, or hire, any EY personnel involved in the performance of the Services, provided, that you may generally advertise available positions and hire EY personnel who either respond to such advertisements or who come to you on their own initiative without direct or indirect encouragement from you.

The Agency shall, among other responsibilities with respect to the Services, (i) make all management decisions and perform all management functions, including applying independent business judgment to EY work products, making implementation decisions and determining further courses of action in connection with any Services; (ii) assign a competent employee within senior management to make all management decisions with respect to the Services, oversee the Services and evaluate their adequacy and results; and (iii) accept responsibility for the implementation of the results or recommendations contained in the Reports or otherwise in connection with the Services. The Agency hereby confirms that management of the Agency accepts responsibility for the sufficiency of the Services. In performing the Services neither EY nor EY’s partners or employees will act as an employee of the Agency.

The Agency represents and warrants to EY that the Agency’s execution and delivery of this Agreement has been authorized by all requisite corporate or other applicable entity action and the person signing this Agreement is expressly authorized to execute it on behalf of, and to bind, the Agency.

The performance of the Services and the parties’ obligations in connection therewith are subject to the additional terms and conditions set forth in the MSA.

It is understood that the Agency is not bound by our findings in any controversy or disagreement between the Agency and the Department of Water Resources should the Agency disagree with our findings.

We would also request that, if any IAA member discovers discrepancies in billings or other financial statements relative to their State Water Project costs, in addition to your working with the Department to correct the error, please notify EY for potential future inclusion as part of their procedures related to all IAA members.

Project deliverables

The matrix below lists the specific deliverables and related timelines that EY will provide to **(insert Contractor)**.

Deliverable	Timeline	Comments

Additional responsibilities

EY will provide **(insert Contractor)** with a timeline/schedule related to all project deliverables prior to the start of work on the project.

EY will notify **(insert Contractor)** in writing of any incremental changes to the original project estimate.

Production of all elements described in the “Project deliverables” section of this SOW is to be included in the cost breakdown under the “Pricing and payment terms” section below, agreed upon by **(insert Contractor)** and EY for this project.

Fees and billing

Below is a summary of the current cost estimates for this SOW. Due to the complexities and variable nature of this project, actual costs could vary from these estimates. In the event costs are expected to exceed the estimate, EY will contact **(insert Contractor)** before performing any additional work.

Out-of-pocket expenses incurred during this contract are not included in the above SOW estimated cost. Expenses include such items as travel, meals, accommodations, and other administrative expenses based on actual amounts incurred.

Invoices for time and expenses will be billed monthly and are due upon receipt.

IN WITNESS WHEREOF, the parties hereto have executed this SOW as of the day and year written below.

Casitas Municipal Water District

Ernst & Young, LLP

Representative

Representative

Signature

Signature

Printed Name

Printed Name

Title

Title

Address

Address

Date

Date

EXHIBIT D

FORM OF ACCESS LETTER

[Letterhead of EY]

[Addressee (e.g., third party seeking access to EY Report)]
[Street Address]
[City, State Zip]

[Month XX, 20XX]

Dear [] :

[Client] (the “Client”) has informed Ernst & Young LLP (“EY”) that it wishes to disclose to [party seeking access] (the “Recipient”) EY’s[describe report(s)] , dated [] , relating to [describe subject] (the “Report(s)”). EY has not placed any limitations on the Client’s ability to disclose any contents of the Report relating to the tax aspects or structure of any transaction proposed by the Client.

EY performed Services only for the Client. EY did not undertake the Services on behalf of, or to serve the needs of, the Recipient or any other third party. As part of such services, EY did not audit the Client’s financial statements, subsequent to the date(s) of the Report(s).

EY prepared the Report(s) solely for the Client. The Report(s) address[es] only the issues identified by the Client, and [is/are] based solely on information obtained by EY using the procedures specified by the Client or otherwise provided by or on behalf of the Client. The Report(s) [is/are] subject to many limitations and [do/does] not provide any form of assurance with respect to any of the information referred to therein. The Recipient understands and accepts the scope and limitations of the Report(s).

Except (1) where compelled by legal process (of which the Recipient will immediately notify EY and tender to EY, if it so elects, the defense thereof), (2) with respect to any contents of the Report relating to the tax treatment and tax structure of the proposed transaction (including any facts that may be relevant to understanding the proposed tax treatment of the proposed transaction), or (3) with EY’s prior written consent, the Recipient will not, circulate, quote, disclose or distribute any of the Report(s) or any information contained therein, or any summary or abstract thereof, or make any reference thereto or to EY, to anyone other than the Recipient’s directors, officers or employees or legal advisors who, in each case, need to know its contents in order to _____ , and who have agreed to be bound by the terms and conditions of this agreement to the same extent as the Recipient.

The Recipient further agrees that it will not, and will not permit others to, quote or refer to the Report, any portion, summary or abstract thereof, or to EY, in any document filed or distributed in connection with (a) a purchase or sale of securities to which the United States or state securities laws (“Securities Laws”) are applicable or (b) periodic reporting obligations under Securities Laws. The Recipient will not contend that any provisions of Securities Laws could invalidate any provision of this agreement.

In further consideration of EY allowing the Recipient access to the Report(s) and the information contained therein, the Recipient agrees that:

1. It does not acquire any rights against EY, and EY does not assume any duties or obligations to the Recipient or otherwise, as a result of such access.
2. It will not rely on the Report(s) or any portion thereof and will make no claim that it has done so.
3. It will make no claim against EY, its partners, employees or affiliates, or other members of the global Ernst & Young network (collectively, the “EY Parties” that relates in any way to the Report(s), any information contained therein, or the Recipient’s access to the Report(s).
4. To the fullest extent permitted by applicable law, it will indemnify, defend and hold harmless the EY Parties from and against any claim or expense, including reasonable attorneys’ fees, suffered or incurred by any EY Party relating to any breach by the Recipient of any of its representations or agreements contained herein or the use or disclosure of the Report(s) or any portion thereof by anyone who received it directly or indirectly from or at the request of the Recipient.

Very truly yours,

Ernst & Young LLP

Accepted by:

[Addressee]

By: _____

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: FLEET SALES
DATE: 7/11/22

RECOMMENDATION:

It is recommended that Casitas sells the following equipment:

- Unit #32 – 2001 Chevy Ventura - Enterprise
- Unit #20 – 1997 Ford ½ Ton - Enterprise
- CC A – 2007 Club Car Carryall 1 - GovDeals
- CC B – 2007 Club Car Carryall 1 - GovDeals
- TH J – 2002 Ford Think Cart – GovDeals

BACKGROUND:

The equipment that is recommended to sell has exceeded its useful life and is now either inoperable or been replaced by newer units. The following is an estimate on expected revenue generated from the sale:

Table 1 – Estimated Revenue

Unit #	Unit Description	Est. Value
32	2001 Chevy Venture	\$1,200
20	1997 Ford ½ Ton	\$500
CC A	2007 Club Car Carryall 1	\$100
CC B	2007 Club Car Carryall 1	\$100
TH J	2002 Ford Think Cart	\$100

The operation of Units 20 and 31 require more capital than the units are worth. The receipt of new vehicles allow us to remove these older units with higher operating costs.

FINANCIAL IMPACT:

It is estimated to generate \$2,000 is revenue to the 2022/23 budget.

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: PARCEL ANNEXATION TO CFD 2013-1, 1071 RANCHO DRIVE, ASSESSOR'S PARCEL NOS. 019-0-030-03 AND 019-0-030-22
DATE: 07/27/2022

RECOMMENDATION:

- Direct staff to proceed with the necessary arrangements for the annexation of APN 019-0-030-03 and APN 019-0-030-22 into CFD 2013-1

BACKGROUND AND DISCUSSION:

Casitas formed Community Facilities District (CFD) 2013-1 to purchase and make improvements to the Ojai Water System (OWS). The CFD boundary map was created to include properties served by Golden State Water Company, from whom Casitas acquired the OWS. The District's annexation consultant updates the parcel list annually to add parcels that were issued building permits within the OWS. These parcels are then added to the next year's tax roll to pay their share of property taxes to the CFD.

Assessor Parcel Numbers (APNs) 019-0-030-03 and 019-0-030-22, which are collectively 1071 Rancho Road, were specifically excluded from the CFD boundary as they were served from a meter on the Casitas system, near 1387 Cuyama Road. Figure 1 shows the location of the existing meter at 1387 Cuyama Road and the property at 1071 Rancho Drive. The customer's line to 1071 Rancho crosses numerous properties and frequently breaks. The property owner is interested in installing a meter closer to the property to avoid the difficulties in repairing a line on property owned by others. They would be served from the OWS pipeline in Rancho Road. The customer's current water allocation is 16.71 acre-feet.

Based on discussions with the District's annexation consultant, the annexation process includes: preparation of resolutions and a new boundary map; notice of special tax lien; two Board meetings; and a public hearing. Under the current conditions, the property owner would be solely responsible for the costs to the District for the annexation, including legal and consultant fees. The District's legal counsel and annexation consultant have suggested a deposit of \$10,000 be requested to fund the annexation process.

The parcel has a single-family residence and agriculture. The proposed water service would be for agriculture and domestic purposes. The property owner is responsible for all costs associated with hot-tapping the existing pipeline and installing the new service line and meter box.

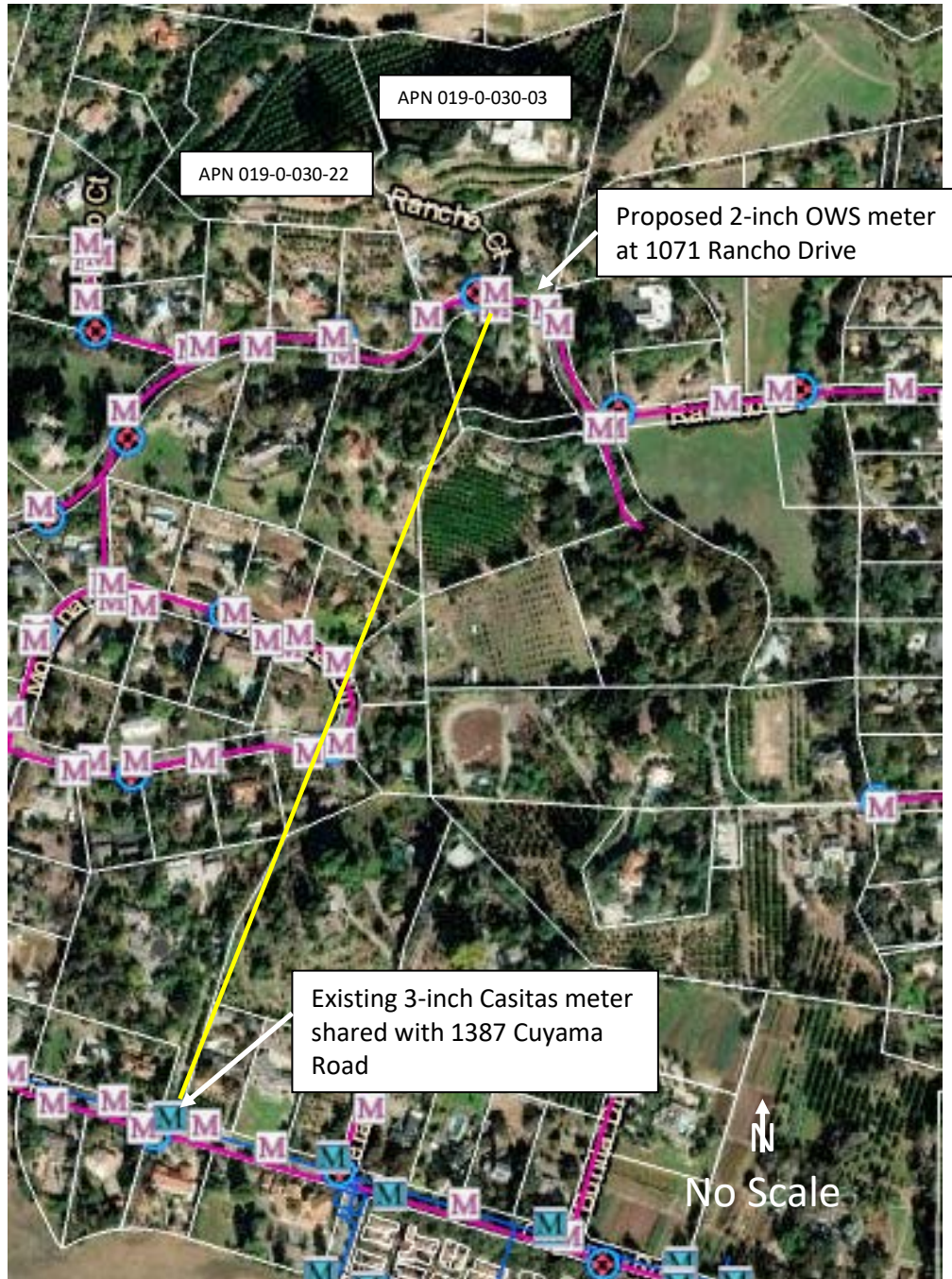
There is no involvement from the Local Agency Formation Commission (LAFCO) for such annexations as there is no jurisdictional boundary change proposed. Annexations would be processed pursuant to the provisions established in the Mello-Roos Act.

BUDGET IMPACT:

There is no budget impact to this action.

Attachment: Figure 1

Figure 1



**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: 2022 VENTURA COUNTY MULTI-JURISDICTIONAL HAZARD
MITIGATION PLAN
DATE: 07/27/2022

RECOMMENDATION:

- Adopt the attached Resolution approving the 2022 Ventura County Multi-Jurisdictional Hazard Mitigation Plan (HMP)

BACKGROUND AND DISCUSSION:

The 2022 Ventura County Multi-Jurisdictional HMP is a planning document to identify and assess the County's risks and vulnerabilities from natural hazards and provides a comprehensive mitigation strategy to prioritize actions and projects to reduce risk and losses from future natural disasters.

The County's HMP is updated every five years in compliance with the federal Disaster Mitigation act (DMA) of 2000. The DMA promotes proactive, pre-disaster planning by requiring state and local governments to develop an HMP as a condition of qualification for certain types of non-emergency disaster grant assistance from federal entities. The Board previously adopted the 2015 HMP to qualify for the Hazard Mitigation Grant Program and was successful in receiving funding from the Federal Emergency Management Agency (FEMA) for the emergency generator project at Rincon, Avenue 1 and Avenue 2 pump plants, which is currently underway.

The County of Ventura is the lead agency for the 2022 Ventura County Multi-Jurisdictional HMP and Casitas staff participated in its preparation for disasters and projects specific to Casitas and its service area. Ten incorporated cities and 14 special districts within Ventura County contributed to the HMP in a successful partnership. The County coordinated all public outreach activities and participation as required by the DMA.

On March 31, 2022 the draft HMP was submitted to California Office of Emergency Services (CalOES) and FEMA Region IX for review. The draft HMP can be found on <https://www.readyventuracounty.org/county-plans/>. On June 17, 2022, CalOES and FEMA determined the HMP is eligible for final approval pending its adoption by the County and other participating jurisdictions. The County Board of Supervisors approved the HMP at their meeting of July 12, 2022. A Resolution adopting the 2022 Ventura County Multi-Jurisdictional HMP is attached for approval.

BUDGET IMPACT: None.

Attachments:

- Resolution Adopting the 2022 Ventura County Multi-Jurisdictional Hazard Mitigation Plan

CASITAS MUNICIPAL WATER DISTRICT

RESOLUTION NO. 2022-26

**RESOLUTION OF THE CASITAS MUNICIPAL WATER DISTRICT
ADOPTING THE 2022 VENTURA COUNTY MULTI-JURISDICTIONAL
HAZARD MITIGATION PLAN**

WHEREAS, the Federal Disaster Mitigation Act of 2000 requires local governments to identify risks posed by natural and human-caused disasters, and as a condition of mitigation grant assistance, requires coordinated mitigation planning and implementation efforts; and

WHEREAS, each city, local agency, special district, and the public as listed in the Plan, has contributed to this planning update as directed under the Federal Disaster Mitigation Act of 2000; and

WHEREAS, the Ventura County Board of Supervisors adopted the 2022 Ventura County Multi-Hazard Mitigation Plan and FEMA revisions at a regular meeting held on July 12, 2022;

NOW, THEREFORE, the Board of Directors of the Casitas Municipal Water District does hereby resolve, find, determine, and order as follows:

1. Approve and adopt the 2022 Ventura County Multi-Jurisdictional Hazard Mitigation Plan.

Passed and adopted this 27th day of July, 2022.

Brian Brennan, President
Casitas Municipal Water District

ATTEST:

Neil Cole, Secretary
Casitas Municipal Water District

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: HYDROLOGIC STATUS REPORT FOR JUNE 2022
DATE: JULY 27, 2022

RECOMMENDATION:

This item is presented for information only and no action is required. Data are provisional and subject to revision.

DISCUSSION:

Rainfall Data

	Casitas Dam	Matilija Dam	Thacher School
This Month	0.02"	0.02"	0.00"
Water Year (WY: Oct 01 – Sep 30)	17.76"	22.04"	15.93"
Average station rainfall to date	22.76"	27.56"	20.91"

Ojai Water System Data

Wellfield production	122.63 AF
Surface water supplement	36.20 AF
Static depth to water surface – Mutual #5	134.08 feet
Change in static level from previous month	- 8.28 feet

Robles Fish Passage and Diversion Facility Diversion Data

Diversions this month	0 AF
Diversion days this month	0
Total Diversions WY to date	2,521 AF
Diversion days this WY	27

Casitas Reservoir Data

Water surface elevation as of end of month	486.08 feet AMSL
Water storage last month	79,834 AF
Water storage as of end of month	78,313 AF
Net change in storage	- 1,521 AF
Change in storage from same month last year	- 8,491 AF

AF = Acre-feet

AMSL = Above mean sea level

WY = Water year



July 27, 2022

The Honorable Bruce A. Young
Presiding Judge of the Superior Court
Superior Court of California, Ventura County
800 South Victoria Avenue
Ventura, CA 93009

Subject: Casitas MWD Response to the 2020-2021 Ventura County Grand Jury Report, Entitled “Cybersecurity of Water Providers in Ventura County”

Honorable Judge Young:

In accordance with section 933.06 of the California penal code, the responses from the Casitas Municipal Water District to the 2020-2021 Ventura County Grand Jury Report, referenced above, is hereby submitted as attached.

By way of email, copies of the responses are provided to the Ventura County Clerk, to Superior Court Jury Services, and to the Foreperson of the 2021-2022 Ventura County Grand Jury. We understand that Ventura County will provide copies to the State Archives.

Should you have any questions regarding this matter, please contact me at 805-649-2251 ext. 111 or mflood@casitaswater.com.

Respectfully submitted,

Michael Flood
General Manager

Attachment: Casitas MWD Responses to the 2020-2021 Ventura County Grand Jury Report entitled “Cybersecurity of Water Providers in Ventura County”

Cc: Mark Lunn, County Clerk, clerk.recorder@ventura.org
Richard Boehmer, Foreperson, Grand Jury, Richard.Boehmer@ventura.org
Nan Richardson, Manager, Jury Services, jury-service@ventura.courts.ca.gov



COUNTY of VENTURA

Grand Jury

800 South Victoria Avenue
Ventura, CA 93009
Tel (805) 477-1600
Fax (805) 658-4523
grandjury.countyofventura.org

Response to 2020-2021 Ventura County Grand Jury Report Form (Please See California Penal Code Section 933.05)

Report Title: Cybersecurity of Water Providers in Ventura County

Responding Entity: Casitas Municipal Water District

FINDINGS

- I (we) agree with the Findings numbered: 1, 7, 8
- I (we) disagree wholly or partially with the Findings numbered: 2, 3, 4, 5, 6, 9
(Attach a statement specifying any portions of the Findings that are disputed; include an explanation of the reasons.)

RECOMMENDATIONS

- Recommendations numbered 1, 3, 4, 5, 6 have been implemented.
(Attach a summary describing the implemented actions.)
- Recommendations numbered 2 have not yet been implemented but will be implemented in the future.
(Attach a summary indicating the timeframe for implementation.)
- Recommendations numbered _____ require further analysis.
(Attach an explanation to include: scope and parameters of the analysis or study and timeframe for the matter to be prepared for discussion with the agency or department head. The timeframe shall not exceed six months from the date of publication of the report.)
- Recommendations numbered _____ will not be implemented because they are not warranted or are not reasonable.
(Attach an explanation.)

Date: _____

Signed: _____

Title: _____

Number of pages attached: 3



**Attachment to Casitas MWD Response to the 2020-2021 Ventura County Grand Jury
Report, Entitled “Cybersecurity of Water Providers in Ventura County”
July 27, 2022**

Findings:

F-01: The Grand Jury finds that cybersecurity of both IT and SCADA systems is essential to safe and effective delivery of water.

Response: Agree.

F-02: The Grand Jury finds inconsistent levels of cybersecurity for IT systems among the investigated water providers.

Response: Disagree partially. We do not know what levels of security other water providers have. However, we at Casitas Municipal Water District have met all standards required.

F-03: The Grand Jury finds inconsistent levels of cybersecurity for SCADA systems among the investigated water providers.

Response: Disagree partially. We do not know what levels of security other water providers have. However, we at Casitas Municipal Water District have met all standards required.

F-04: The Grand Jury finds that the level of training on cybersecurity is inconsistent among the investigated water providers.

Response: Disagree partially. We do not know what levels of training other water providers have. However, we at Casitas Municipal Water District have monthly cybersecurity training/reminders.

F-05: The Grand Jury finds that the level and frequency of cybersecurity assessments are inconsistent among the investigated water providers.

Response: Disagree partially. We do not know what levels or frequency of cybersecurity assessments other water providers have. However, we at Casitas Municipal Water District have bi-weekly CISA scans and reports. In addition to monthly phishing and penetration testing from CISA.

F-06: The Grand Jury finds that knowledge of cyber incident reporting requirements is inadequate among the investigated water providers.

Attachment to Casitas MWD Response to the 2020-2021 Ventura County Grand Jury Report, Entitled “Cybersecurity of Water Providers in Ventura County”

Response: Disagree. We do not know what levels of knowledge of cyber incident reporting other water providers have. However, we at Casitas Municipal Water District have met all standards required.

F-07: The Grand Jury finds that there is insufficient information exchange among the interviewed water providers regarding cybersecurity threats, attacks, protections and remedies.

Response: Agree.

F-08: The Grand Jury finds that there is insufficient awareness among public water providers of available government expert cybersecurity services and support for water provider systems.

Response: Agree.

F-09: The Grand Jury finds that not all the investigated water providers' business recovery plans addressed recovery from a cyber incident.

Response: Disagree partially. We do not know what business recovery plans other water providers have. However, we at Casitas Municipal Water District have plans in place in case of ransomware.

Recommendations:

R-01: The Grand Jury recommends that the investigated public water providers regularly assess their cybersecurity, addressing both IT and SCADA, consistent with EPA and CISA recommended best practices. (F-01, F-02, F-03, F-05)

Response: Already implemented. We at Casitas Municipal Water District regularly assess our cybersecurity infrastructure and practices by doing bi-weekly CISA scans and reports along with monthly phishing and penetration testing. All conducted by CISA.

R-02: The Grand Jury recommends that the investigated public water providers regularly share and exchange information regarding cybersecurity threats, attacks, protections and remedies, and provide training, using such forums as the AWAVC. (F-01, F-02, F-03, F-04, F-0~, F-07)

Response: Has not yet been fully implemented but will participate in the implementation in the future. We at Casitas Municipal Water District agree that the regular flow of cybersecurity information between water agencies is imperative to the improvement and upkeep of not only our individual water agencies, but also as a network of agencies.

R-03: The Grand Jury recommends that the investigated public water providers use free federal and state expert assistance to enhance cybersecurity. (F-01, F-02, F-03, F-05, F-06, F-07, F-08)

Response: Already implemented. We at Casitas Municipal Water District regularly assess our cybersecurity infrastructure and practices by doing bi-weekly CISA scans and reports along with monthly phishing and penetration testing. All conducted by CISA.

Attachment to Casitas MWD Response to the 2020-2021 Ventura County Grand Jury Report, Entitled “Cybersecurity of Water Providers in Ventura County”

R-04: The Grand Jury recommends that the investigated public water providers regularly conduct cybersecurity awareness training, (F-01, F-02, F-03, F-04)

Response: Already implemented. We at Casitas Municipal Water District have monthly cybersecurity training/reminders.

R-05: The Grand Jury recommends that the investigated public water providers address recovery from cybersecurity incidents in their business *recovery* plans. (F-01, F-02, F-03, F-09)

Response: Already implemented. We at Casitas Municipal Water District have recovery plans in place in the event of a cybersecurity incidents such as ransomware, virus’, etc. The effects of a cybersecurity incident were investigated during our Risk and Resilience Assessment in 2020 and procedures were included in our Emergency Response Plan (ERP) which was updated in June 2021.

R-06: The Grand Jury recommends that each investigated public water provider establish a CISA-compliant internal protocol for reporting cyber incidents. (F-01, F-02, F-03, F-06)

Response: Already implemented. We at Casitas Municipal Water District have met all standards required.

**2021 - 2022
Ventura County Grand Jury**



COUNTY *of* VENTURA

Final Report

**Cybersecurity of Water Providers
in Ventura County**

May 11, 2022

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Cybersecurity of Water Providers in Ventura County

SUMMARY

Cyber-attacks are a serious threat to the public drinking water supply. Recent cyber-attacks around the United States have resulted in community water supplies being poisoned or their suppliers' business operations being held hostage by ransomware. In recognition of this critical threat, the 2021-2022 Ventura County Grand Jury (Grand Jury) investigated the cybersecurity of Ventura County public water providers.

The Grand Jury investigated two primary areas of cyber vulnerability in the water sector: the Information Technology (IT) used to bill consumers and record usage, and the Operational Technology (OT) used to control and monitor treatment and delivery of the water supply. Malicious actors can take advantage of network vulnerabilities and/or weak user access controls in either IT or OT to disrupt the business and the water service, and potentially degrade public safety.

The Grand Jury found that Ventura County relies on a complex network of public and private water wholesalers and retailers. The investigation encompassed those public water providers who supply 76% of Ventura County water users and concluded that there is considerable opportunity for improvement of cybersecurity policies and procedures.

The Grand Jury recommends that Ventura County water providers seek out and utilize free Federal and State expert support for implementing cybersecurity best practices, such as regular vulnerability assessments and cyber training for all employees. The Grand Jury further recommends that water providers utilize forums such as water agency associations to share information concerning cybersecurity threats, attacks, protections and remedies.

The Grand Jury recommendations can serve as a model to strengthen the cybersecurity of all Ventura County water providers.

METHODOLOGY

The Grand Jury obtained information from the following:

- Environmental Protection Agency (EPA) website
- Cybersecurity & Infrastructure Security Agency (CISA) website
- American Water Works Association (AWWA) website
- Water Information Sharing and Analysis Center (WaterISAC) website
- Internet research to gather information from a variety of authoritative sources
- Audio-visual presentation entitled "Water Supply Conditions and Drought Update" to the Simi Valley City Council, October 11, 2021
- Interviews with officials who have knowledge of the IT and OT of the community water systems in Ventura County

BACKGROUND

The Cyber Threat

In 2021, there were two well-publicized attempts by malicious actors to poison water supplies in Oldmar, Florida and the San Francisco Bay area. (Ref-01, Ref-02) In March 2019, a hacker gained unauthorized access to a public water plant in Kansas. (Ref-03) Ransomware attacks against water providers occurred in various locales, including Nevada, Maine, New Jersey, and California between September 2020 and August 2021. (Ref-04) These cyber-attacks involved the IT systems supporting the providers, such as customer account information and billing, as well as the OT systems that operate the water provider's physical plant. (Ref-01, Ref-04, Ref-05) The Grand Jury investigation addressed the vulnerability of Ventura County water providers to similar cyber-attacks, which could disrupt clean water availability and/or provider business operations, potentially threatening public health and safety. (Ref-02)

In 2019, the AWWA declared that "[c]yber risk is the top threat facing business and critical infrastructure in the United States." They also reported that "given the very real threat and significant consequences, it is critical that organizations prioritize cybersecurity and take reasonable steps to prevent, detect and respond to cyber incidents." The AWWA further observed that "optimistic reliance on sovereign immunity defenses or insurance policies, or an unconfirmed expectation that someone else within the organization is 'handling' cybersecurity issues, are not sufficient to protect an organization or its leaders from the repercussions of a cyber-attack..." (Ref-06) In response, CISA has published best practices for enhancing cybersecurity, including but not limited to risk assessments, user training, data backup and multi-factor authentication for remote access. (Ref-07)

In January 2022, the Biden-Harris Administration announced a new Water Sector Action Plan to secure water systems from cyberattacks. (Ref-08) The action plan, sponsored by the EPA and its federal partners, encourages the water sector to adopt technology which will enable early detection of cyber threats. (Ref-09) The plan will also boost information sharing about cyber threats between water utilities and the federal government. (Ref-08, Ref-09)

Ventura County Water Infrastructure

According to EPA's Water Systems Summary for Quarter 4 2021, there are 64 community water systems that supply drinking water to the residents of Ventura County. (Ref-10) About 98% of the county water is supplied by the 25 largest systems. The Grand Jury investigation focused on public water providers, as almost 80% of the county water agencies are operated by the County, its cities, and special districts. The Grand Jury investigation addressed 95% of these community water systems, corresponding to 76% of Ventura County water users. (Att-01)

More than half of the water delivered to Southern California homes and businesses is imported from Northern California by the Metropolitan Water District of Southern California (MWD) through the State Water Project and from the Colorado River. (Ref-11) The MWD allocates a portion of this water to Ventura County. (Ref-05) As shown on the Ventura County Water Purveyors map, two wholesale water

providers, Calleguas Municipal Water District and United Water Conservation District, are primarily responsible for distribution of this imported water to Ventura County communities. As shown on the Ventura County Water Purveyors map, these water districts provide water to every city in Ventura County except the City of Ojai, which is served by Casitas Municipal Water District. (Att-02) The water that comes from the MWD is already filtered and treated; the water from local sources is filtered and treated locally. (Ref-05, Ref-12, Ref-13) Some imported water is re-treated if it has been stored for any length of time prior to its delivery to the end user. (Ref-05) Each of these points of distribution and treatment is a potential target of a cyber-attack. (Ref-04, Ref-05)

Limitations to Scope

In many cases, the IT support for municipal water systems was housed within the respective city IT division rather than dedicated to the water department. As the cybersecurity of the cities' IT divisions was addressed in a recent Grand Jury report, the 2021-2022 Grand Jury elected not to make it our primary focus. (Ref-14) Although the Grand Jury did not interview all of Ventura County water providers, the Grand Jury recommendations could serve as a model to strengthen the cybersecurity of all.

The Grand Jury also considered that this report's findings and recommendations could potentially provide useful information to a malicious actor, as could the responses of the various water providers to this report. Therefore, this report does not make overly specific assertions of vulnerabilities or recommended remedies.

DISCUSSION

For each water provider, the chemical treatment, filtration, storage and distribution of water are controlled by OT, which is remotely accessed and managed by an industrial control system identified as the Supervisory Control and Data Acquisition (SCADA) system. (Ref-05, Ref-15) Hereafter this report will focus on SCADA as the cyber vulnerable component of OT. SCADA operators are trained in manual operation of pumps, valves and other equipment as backup in the event of SCADA failure or interruption. Additionally, each provider employs enterprise IT systems that support their workforce and provide customer interface, including usage tracking and billing for services rendered. Both the IT and SCADA systems have inherent cyber vulnerabilities, being dependent upon computer networking, remote access and user and operator awareness. SCADA administrators interviewed represented their systems to be less vulnerable due to fewer authorized users. (Ref-05) However, any cyber-attack on SCADA "...could result in devastating physical consequences to such things as critical infrastructure and services, the environment, and even human life." (Ref-16)

Seven of the 14 water providers interviewed by the Grand Jury have experienced some form of cyber-attack within the last five years, ranging from successful phishing attacks to ransomware. (Ref-05) These attacks exploited cyber vulnerabilities such as an attacker's familiarity with the network, vulnerability of connected devices, or poor access controls. (Ref-05, Ref-17) The AWWA website provides tools and a robust suite of guidance to support cybersecurity assessments,

including review of security weaknesses. (Ref-18) CISA offers a variety of exercises simulating cyber-attacks, many levels of cyber awareness training, and detailed vulnerability assessments, all of which are free to the recipient. Additionally, CISA offers resources to address vulnerabilities identified by their assessments. (Ref-19) The California State Water Resource Control Board also offers information to assist water agencies in becoming more cyber aware and cyber resilient. (Ref-20) Only three of the water providers interviewed have pursued available state or federal assistance to improve cybersecurity. (Ref-05)

The Grand Jury investigation revealed that all Ventura County public water providers interviewed have some level of cybersecurity for their IT and SCADA. Ten of 14 water providers interviewed have recently conducted cyber vulnerability assessments, however the complexity level and frequency vary among those assessments. (Ref-05) Cybersecurity experts recommend that a robust cyber security program includes firewalls, backups, controlled VPN access for mobile devices and multi-factor authentication. (Ref-21, Ref-22) All the water providers interviewed utilize remotely accessible IT and SCADA systems. Thirteen of 14 water providers interviewed employ firewalls, VPN access and/or multi-factor authentication to protect against unauthorized access. The water providers also employ various forms of data backup; some utilize the Cloud, while others utilize remote servers. (Ref-05)

Per the America's Water Infrastructure Act of 2018, every drinking water utility that serves at least 3,300 citizens was required to submit a Risk and Resilience Assessment by June 30, 2021 and update it at least every five years. (Ref-23) These assessments specifically address SCADA vulnerability. All Ventura County water providers interviewed by the Grand Jury are aware of this requirement, and 12 of 14 have completed the assessment. (Ref-05)

The Biden-Harris Administration's Water Sector Action Plan and CISA recommend raising the awareness of cyber risks and lessons learned from past incidents in the water and wastewater sector through cybersecurity training and information sharing. (Ref-08, Ref-21) Twelve of 14 Ventura County water providers interviewed by the Grand Jury have recently conducted cyber training in addition to the operator training required to achieve and maintain operational certification. All water providers interviewed are members of professional water associations such as the Association of Water Agencies Ventura County (AWAVC), the Association of California Water Agencies (ACWA) and AWWA; however, none have shared information with other local providers regarding cyber-attacks. (Ref-05)

The AWWA encourages member agencies to ensure their business recovery plans identify potentially disruptive events including cyber-attack, estimate their impact, and implement mitigation strategies. (Ref-24) Thirteen of 14 Ventura County water providers interviewed by the Grand Jury confirmed that their agencies had some form of business recovery plan, but not all addressed recovery from cyber incidents. (Ref-05) CISA directs that all cyber incidents must be reported to Department of Homeland Security (DHS) and the Federal Bureau of Investigation (FBI) in addition to local law enforcement. (Ref-21) All water providers interviewed agreed that cyber incidents should be reported, however only five of 14 identified FBI or DHS as report recipients. (Ref-05)

FINDINGS

- F-01.** The Grand Jury finds that cybersecurity of both IT and SCADA systems is essential to safe and effective delivery of water.
- F-02.** The Grand Jury finds inconsistent levels of cybersecurity for IT systems among the investigated water providers.
- F-03.** The Grand Jury finds inconsistent levels of cybersecurity for SCADA systems among the investigated water providers.
- F-04.** The Grand Jury finds that the level of training on cybersecurity is inconsistent among the investigated water providers.
- F-05.** The Grand Jury finds that the level and frequency of cybersecurity assessments are inconsistent among the investigated water providers.
- F-06.** The Grand Jury finds that knowledge of cyber incident reporting requirements is inadequate among the investigated water providers.
- F-07.** The Grand Jury finds that there is insufficient information exchange among the interviewed water providers regarding cybersecurity threats, attacks, protections and remedies.
- F-08.** The Grand Jury finds that there is insufficient awareness among public water providers of available government expert cybersecurity services and support for water provider systems.
- F-09.** The Grand Jury finds that not all the investigated water providers' business recovery plans addressed recovery from a cyber incident.

RECOMMENDATIONS

- R-01.** The Grand Jury recommends that the investigated public water providers regularly assess their cybersecurity, addressing both IT and SCADA, consistent with EPA and CISA recommended best practices. (F-01, F-02, F-03, F-05)
- R-02.** The Grand Jury recommends that the investigated public water providers regularly share and exchange information regarding cybersecurity threats, attacks, protections and remedies, and provide training, using such forums as the AWAVC. (F-01, F-02, F-03, F-04, F-06, F-07)
- R-03.** The Grand Jury recommends that the investigated public water providers use free federal and state expert assistance to enhance cybersecurity. (F-01, F-02, F-03, F-05, F-06, F-07, F-08)

- R-04.** The Grand Jury recommends that the investigated public water providers regularly conduct cybersecurity awareness training. (F-01, F-02, F-03, F-04)
- R-05.** The Grand Jury recommends that the investigated public water providers address recovery from cybersecurity incidents in their business recovery plans. (F-01, F-02, F-03, F-09)
- R-06.** The Grand Jury recommends that each investigated public water provider establish a CISA-compliant internal protocol for reporting cyber incidents. (F-01, F-02, F-03, F-06)

RESPONSES

Responses required from:

The following agencies within 90 days:

Calleguas Municipal Water District (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09) (R-01, R-02, R-03, R-04, R-05, R-06)

Camrosa Water District (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09) (R-01, R-02, R-03, R-04, R-05, R-06)

Casitas Municipal Water District (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09) (R-01, R-02, R-03, R-04, R-05, R-06)

Triunfo Water District (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09) (R-01, R-02, R-03, R-04, R-05, R-06)

United Water Conservation District (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09) (R-01, R-02, R-03, R-04, R-05, R-06)

Ventura County Public Works Agency (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09) (R-01, R-02, R-03, R-04, R-05, R-06)

City of Camarillo Department of Public Works (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09) (R-01, R-02, R-03, R-04, R-05, R-06)

City of Fillmore Public Works Department (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09) (R-01, R-02, R-03, R-04, R-05, R-06)

City of Oxnard Public Works Department (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09) (R-01, R-02, R-03, R-04, R-05, R-06)

City of Port Hueneme Public Works Department (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09) (R-01, R-02, R-03, R-04, R-05, R-06)

City of Santa Paula Public Works Department (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09) (R-01, R-02, R-03, R-04, R-05, R-06)

City of Simi Valley Public Works Department (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09) (R-01, R-02, R-03, R-04, R-05, R-06)

City of Thousand Oaks Public Works Department (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09) (R-01, R-02, R-03, R-04, R-05, R-06)

City of Ventura, Ventura Water (F-01, F-02, F-03, F-04, F-05, F-06, F-07, F-08, F-09) (R-01, R-02, R-03, R-04, R-05, R-06)

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ATTACHMENTS

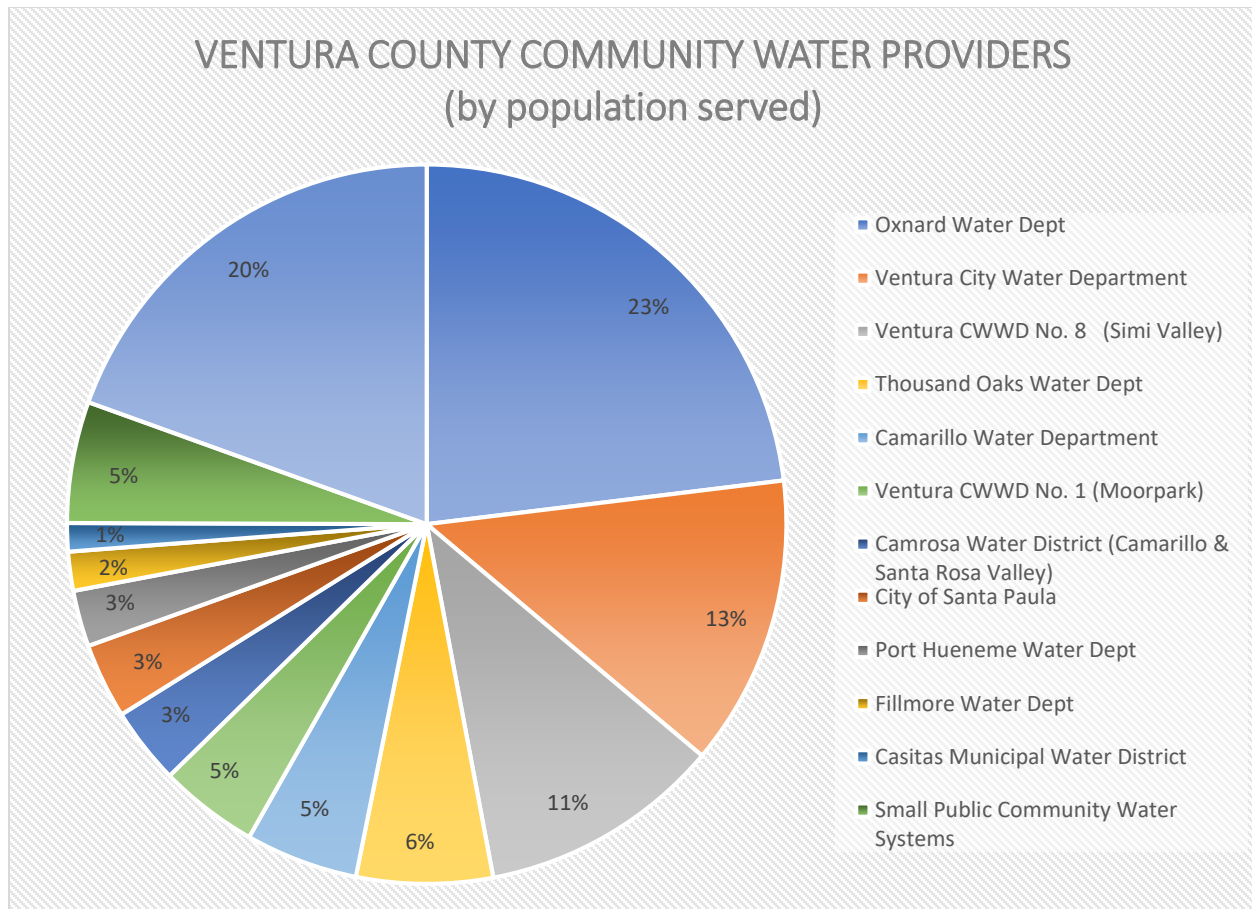
- Att-01.** Ventura County Water Providers by Population Served
- Att-02.** Map of Ventura County Water Purveyors

GLOSSARY

<u>TERM</u>	<u>DEFINITION</u>
ACWA	Association of California Water Agencies
AWAVC	Association of Water Agencies Ventura County
AWWA	American Water Works Association
CISA	Cybersecurity & Infrastructure Security Agency
CWS	Community Water Systems
DHS	Department of Homeland Security
EPA	Environmental Protection Agency
FBI	Federal Bureau of Investigation
IT	Information Technology
OT	Operational Technology
SCADA	Supervisory Control and Data Acquisition
VPN	Virtual Private Network
Water ISAC	Water Information Sharing and Analysis Center

Attachment-01

Ventura County Waster Providers by Population Served



The Grand Jury developed this pie chart and the following table with data from EPA Safe Drinking Water Information Service Federal Reports Search. (Ref-10)

COMMUNITY WATER PROVIDERS	POPULATION SERVED
Oxnard Water Department	200,232
(City of) Ventura Water	113,500
Ventura CWWD No. 8 - Simi Valley	94,738
Cal American Water Company	69,828
Thousand Oaks Water Department	53,157
Golden State Water Company - Simi Valley	43,934
Camarillo Water Department	40,481
Ventura CWWD NO. 1 - Moorpark	38,703
Camrosa Water District	30,000
City of Santa Paula	29,321
Port Hueneme Water Department	21,926
California Water Service Company - Westlake	19,477
Fillmore Water Department	15,222
Oak Park Water Service (now Triunfo)	12,200
Casitas Municipal Water District	11,042

COMMUNITY WATER PROVIDERS (CONTINUED)	POPULATION SERVED
Ojai Water System	6,712
Ventura River Water District	5,700
Channel Islands Beach CSD	5,180
Pleasant Valley Mutual Water Company	5,000
Meiners Oaks CWD	4,200
Naval Base Ventura County, Port Hueneme	3,500
Ventura CWWD No. 19 - Somis	3,275
Warring Water Service Inc.	2,100
Cal American Water Company - Las Posas Estates	2,049
Ventura CWWD No. 17 - Bell Canyon	2,049
Crestview Mutual Water Company	2,040
Vineyard Avenue Acres MWC	1,820
Cal American Water Company - Rio Plaza	1,716
Naval Base Ventura County, Point Mugu	1,700
Ventura CWWD No. 38 - Lake Sherwood	1,527
Vineyard Ave Estates MWC	1,200
Dempsey Road Mutual Water Company	990
Rio Manor Mutual Water Company	983
Nyeland Acres Mutual Water Company	915
Garden Acres Mutual Water Company	840
Limoneira Ranch #1	832
Senior Canyon Mutual Water Company	800
Yerba Buena Water Company	690
Rancho Sespe Workers Imp Association	600
Cloverdale Mutual Water Company	455
Strickland Acres	429
Saviors Road Mutual Water Company	368
Fillmore Irrigation Company	353
Sisar Mutual Water Company	340
Siete Robles Mutual Water Company	323
Casitas Mutual Water Company	238
Cypress Mutual Water Company Inc.	228
Del Norte Mutual Water Company	211
Saticoy Club (Ventura Water)	196
U.S.N., San Nicolas Island	187
Glenview Mobile Park	160
Navalair Mobile Home Park	160
Elkins Ranch	150
Middle Road Mutual Water Company	134
Solano Verde Mutual Water Company	100

COMMUNITY WATER PROVIDERS (CONTINUED)	POPULATION SERVED
Fillmore West Mobile Home Park	99
Tico Mutual Water Company	70
South Mountain Mutual Water Company	58
Community Mutual Water Company	53
Esterina Properties	50
San Cayetano Mutual Water Company	46
Krotona Institute	31
Rincon Water & Road Works	25
Waters Road Domestic Users Group	25

Attachment-02
Map of Ventura County Water Purveyors

