



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

District Office
1055 Ventura Ave. Oak View, CA 93022
www.casitaswater.org

Join Zoom Meeting
<https://us06web.zoom.us/j/91094478837?pwd=VnNOQTZyQVk4K2pnaWpjYVI1TkpRdz09>
Meeting ID: 910 9447 8837 Passcode: 736519

To participate via telephone please call (888) 788-0099 or (877) 853-5247
Enter Meeting ID 910 9447 8837# Passcode: 736519#
October 11, 2023 @ 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 Report.pdf](#)
 - 6.b. Minutes of the September 13, 2023 Board Meeting.
[9 13 2023 Min.pdf](#)
7. ACTION ITEMS
 - 7.a. Authorize General Manager to Execute Cooperative Agreement for Maintenance of Stream Gage Equipment at Certain Locations in the Ventura River Watershed with Ventura County Public Works Watershed Protection District.
[Board Memo_Authorize Cooperative Agreement_20231011.pdf](#)
[Exhibit_4_Cooperative_Agreement.pdf](#)
 - 7.b. Authorize General Manager to Execute Memorandum of Agreement for Robles Diversion and Fish Passage Facility Preliminary Design with Ventura County Public Works Watershed Protection District.
[Board Memo_Authorize Memorandum of Agreement_20231011.pdf](#)
[DRAFT_MOA_Casitas-WPD_WP-1-2023-0X_V2.pdf](#)
 - 7.c. Authorize General Manager to Execute Staffing Agreement between Casitas Municipal Water District and Ojai Basin Groundwater Management Agency.
[Board Memo_Authorize Staffing Agreement_20231011.pdf](#)
[Complete_with_DocuSign_8a_CMWD-OBGMA_Staffin.pdf](#)
 - 7.d. Cancellation of the November 22, 2023 and December 27, 2023 Casitas MWD Regular Board Meetings.
8. INFORMATION ITEMS
 - 8.a. Hydrology Report.
[Hydrology August 2023.pdf](#)
 - 8.b. Recreation Committee Minutes.
[Rec Minutes 091223.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 Real Property Negotiator (§ 54956.8)

Property: APN's 008-0-160-460, 008-0-160-415, 008-0-160-355, 008-0-160-365, 008-0-210-030 and 008-0-160-480

Agency Negotiator: Michael Flood

Negotiating Parties: Casitas MWD and Abbott Ranch LLC, Barnard, Belmont West LLC, Brown Investments Inc/ Sanchez Richard R - Mary L, Brown Anthony.

Under Negotiation: Price and terms for temporary construction easements, permanent pipeline easements, and land purchase for the Ventura-Santa Barbara Counties Intertie.

13. ADJOURNMENT

CASITAS MUNICIPAL WATER DISTRICT
General Fund Check Authorization
Checks Dated 09/07/23 - 10/04/23
Presented to the Board of Directors For Approval October 11, 2023

Check	Payee	Description	Amount
001227	Payables Fund Account # 9759651478	Accounts Payable Batch 091323	\$ 897,052.13
001228	Payables Fund Account # 9759651478	Accounts Payable Batch 092023	\$ 332,221.46
001230	Payables Fund Account # 9759651478	Accounts Payable Batch 092723	\$ 195,025.82
001231	Payables Fund Account # 9759651478	Accounts Payable Batch 100423	\$ 539,833.67
			<u>\$ 1,964,133.08</u>
001229	Payroll Fund Account # 9469730919	Estimated Payroll 10/05/23	\$ 260,000.00
001232	Payroll Fund Account # 9469730919	Estimated Payroll 10/19/23	\$ 260,000.00
			<u>\$ 2,484,133.08</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, 001227-001232 have been duly audited is hereby certified as correct.


 for 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.

001227	A/P Checks:	050901-050957
	A/P Draft	000663-000665
	Voids:	
001228	A/P Checks:	050958-051024
	A/P Draft	000666-000672
	Voids:	
	051000 - Meiners Oaks Ace Hardware - Continuation of detail of check #050999	
001230	A/P Checks:	051025-051071
	A/P Draft	000673
	Voids:	
011231	A/P Checks:	051072-051134
	A/P Draft	000674-000686
	Voids:	
	051107 - Meiners Oaks Ace Hardware - Continuation of detail of check #051106	

for 

Janyne Brown, Chief Financial Officer

CERTIFICATION

Payroll disbursements for the pay period ending 09/16/23

Pay Date 09/21/23

have been duly audited and are
hereby certified as correct.

Signed: *Rebekah Vieira*
for Janyne Brown

CERTIFICATION

Payroll disbursements for the pay period ending 09/30/23

Pay Date 10/05/23

have been duly audited and are
hereby certified as correct.

Signed: 
for Janyne Brown

K: * ALL BANKS
 E RANGE: 9/07/2023 THRU 10/04/2023

DOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	9/20/2023			051000		
C-CHECK	VOID CHECK	V	10/04/2023			051107		

* 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:	2			
VOID DEBITS		0.00		
VOID CREDITS		0.00	0.00	

AL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
ENDOR SET: 01 BANK: TOTALS:	2	0.00	0.00	0.00
ANK: TOTALS:	2	0.00	0.00	0.00

K: AP ACCOUNTS PAYABLE
 E RANGE: 9/07/2023 THRU 10/04/2023

DOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
83								
I-091223-CMWD	CORVEL CORPORATION Corvel Claims - 09/05-09/11/23	D	9/13/2023	1,287.18		000663		1,287.18
73								
I-082523a	Mechanics Bank Credit Card Lunch for Crew - 7/28/23	D	9/13/2023	113.34		000664		
I-082523b	Lunch for Crew - 07/28/23	D	9/13/2023	120.72		000664		
I-082523c	Job Posting - HR	D	9/13/2023	200.00		000664		
I-082523d	Canva Subscription - PR	D	9/13/2023	119.99		000664		
I-082523e	Clapptron Technologies Privete	D	9/13/2023	140.00		000664		
I-082523f	Principles of Water Rates Book	D	9/13/2023	128.00		000664		
I-082523g	Ammonia Filters - TP	D	9/13/2023	740.46		000664		
I-082523h	Flight - PR	D	9/13/2023	363.96		000664		
I-082523i	Flight - PR	D	9/13/2023	314.97		000664		
I-082523j	Flight - PR	D	9/13/2023	215.89		000664		
I-082523k	Microsoft Licenses - ENG	D	9/13/2023	360.00		000664		
I-082523l	Microsoft Licenses - IT	D	9/13/2023	643.50		000664		
I-082523m	Junior Park Ranger Stickers	D	9/13/2023	505.95		000664		
I-082523n	E-File Form 990-N - LCRA	D	9/13/2023	19.80		000664		3,986.58
84								
I-51360492	Univar Solutions USA Inc. Sod Hypo 12.5%	D	9/13/2023	4,198.99		000665		
I-51378371	Sod Hypo 12.5% - WP	D	9/13/2023	3,141.19		000665		
I-51393222	Hydrochloric Acid 15% - LCRA	D	9/13/2023	2,493.00		000665		
I-51396946	Sod Hypo 12.5%	D	9/13/2023	3,560.01		000665		
I-51435154	Sod Hypo 12.5% - WP	D	9/13/2023	2,963.99		000665		16,357.18
83								
I-091923-CMWD	CORVEL CORPORATION Corvel Claims - 09/12-09/18/23	D	9/20/2023	4,789.41		000666		4,789.41
31								
I-923038	JCI JONES CHEMICALS, INC Chlorine - TP, CM923068	D	9/20/2023	5,374.41		000667		5,374.41
28								
I-T1 202309182227	INTERNAL REVENUE SERVICE Federal Withholding	D	9/20/2023	45,051.44		000668		
I-T3 202309182227	SS Withholding	D	9/20/2023	45,055.96		000668		
I-T4 202309182227	Medicare Withholding	D	9/20/2023	11,749.03		000668		101,856.43
87								
I-PBB202309182227	CALPERS PERS BUY BACK	D	9/20/2023	130.46		000669		
I-PBP202309182227	PERS BUY BACK	D	9/20/2023	161.96		000669		
I-PEB202309182227	PEPRA EMPLOYEES PORTION	D	9/20/2023	13,326.73		000669		
I-PEM202309182227	PERS EMPLOYEE PORTION MGMT	D	9/20/2023	1,955.07		000669		
I-PER202309182227	PERS EMPLOYEE PORTION	D	9/20/2023	7,009.01		000669		
I-PRB202309182227	PEBRA EMPLOYER PORTION	D	9/20/2023	13,206.34		000669		
I-PRR202309182227	PERS EMPLOYER PORTION	D	9/20/2023	13,826.55		000669		49,616.12

K: AP ACCOUNTS PAYABLE
 E RANGE: 9/07/2023 THRU 10/04/2023

DOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
80	S.E.I.U. - LOCAL 721							
I-COP202309182227	SEIU 721 COPE	D	9/20/2023	2.50		000670		
I-UND202309182227	UNION DUES	D	9/20/2023	922.75		000670		925.25
49	STATE OF CALIFORNIA							
I-SDI202309182227	CASDI Withholding	D	9/20/2023	1,957.26		000671		
I-T2 202309182227	STATE WITHHOLDING (CA)	D	9/20/2023	17,047.03		000671		19,004.29
90	STATE OF OREGON							
I-OST202309182227	OR STATE TRANSIT TAX	D	9/20/2023	6.14		000672		
I-T2 202309182227	STATE WITHHOLDING (OR)	D	9/20/2023	453.08		000672		459.22
83	CORVEL CORPORATION							
I-092623-CMWD	Corvel Claims 09/19-09/25/23	D	9/27/2023	1,411.12		000673		1,411.12
83	CORVEL CORPORATION							
I-100323-CMWD	Corvel Claims - 09/26-10/02/23	D	10/04/2023	5,309.46		000674		5,309.46
31	JCI JONES CHEMICALS, INC							
I-924580	Chlorine - TP, CM924607	D	10/04/2023	5,381.73		000675		5,381.73
73	Mechanics Bank Credit Card							
C-0926231	Microsoft Licenses - CR - ENG	D	10/04/2023	360.00CR		000676		
I-092623a	AWWA Conference - UT	D	10/04/2023	1,068.00		000676		
I-092623b	AWWA Conference - PL	D	10/04/2023	534.00		000676		
I-092623c	AWWA Conference - PL	D	10/04/2023	534.00		000676		
I-092623d	DJI Drones - ENG	D	10/04/2023	125.00		000676		
I-092623e	Clapptron Technologies Private	D	10/04/2023	5.57		000676		
I-092623f	Clapptron Technologies Private	D	10/04/2023	175.00		000676		
I-092623g	Water Loss Conference - PR	D	10/04/2023	445.00		000676		
I-092623h	Watersmart Inovations Conferen	D	10/04/2023	500.00		000676		
I-092623i	Watersmart Innovation Conferen	D	10/04/2023	435.00		000676		
I-092623j	CNWDStaff.com - IT	D	10/04/2023	68.55		000676		
I-092623k	Bags - Ojai Day - PR	D	10/04/2023	476.23		000676		
I-092623m	DJI Mavic 2 Pro - ENG	D	10/04/2023	750.74		000676		
I-092623n	Microsoft Licenses - IT	D	10/04/2023	643.50		000676		
I-092623o	Tax Seminar - ADM	D	10/04/2023	575.00		000676		5,975.59
49	STATE OF CALIFORNIA							
I-SDI202310022233	CASDI Withholding	D	10/04/2023	1,961.77		000682		
I-SDI202310042234	CASDI Withholding	D	10/04/2023	13.00		000682		
I-T2 202310022233	STATE WITHHOLDING (CA)	D	10/04/2023	17,234.30		000682		
I-T2 202310042234	STATE WITHHOLDING (CA)	D	10/04/2023	18.83		000682		19,227.90

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DOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
28	INTERNAL REVENUE SERVICE							
I-T1 202310022233	Federal Withholding	D	10/04/2023	45,289.35		000683		
I-T1 202310042234	Federal Withholding	D	10/04/2023	88.09		000683		
I-T3 202310022233	SS Withholding	D	10/04/2023	41,420.92		000683		
I-T3 202310042234	SS Withholding	D	10/04/2023	179.10		000683		
I-T4 202310022233	Medicare Withholding	D	10/04/2023	11,205.41		000683		
I-T4 202310042234	Medicare Withholding	D	10/04/2023	41.88		000683		98,224.75
80	S.E.I.U. - LOCAL 721							
I-COP202310022233	SEIU 721 COPE	D	10/04/2023	2.50		000684		
I-UND202310022233	UNION DUES	D	10/04/2023	889.25		000684		
I-UND202310042234	UNION DUES	D	10/04/2023	16.75		000684		908.50
87	CALPERS							
I-PBB202310022233	PERS BUY BACK	D	10/04/2023	130.46		000685		
I-PBP202310022233	PERS BUY BACK	D	10/04/2023	161.96		000685		
I-PEB202310022233	PEPRA EMPLOYEES PORTION	D	10/04/2023	13,459.88		000685		
I-PEM202310022233	PERS EMPLOYEE PORTION MGMT	D	10/04/2023	1,955.07		000685		
I-PER202310022233	PERS EMPLOYEE PORTION	D	10/04/2023	6,960.87		000685		
I-PRB202310022233	PEBRA EMPLOYER PORTION	D	10/04/2023	13,338.28		000685		
I-PRR202310022233	PERS EMPLOYER PORTION	D	10/04/2023	13,740.25		000685		49,746.77
90	STATE OF OREGON							
I-OST202310022233	OR STATE TRANSIT TAX	D	10/04/2023	6.24		000686		
I-T2 202310022233	STATE WITHHOLDING (OR)	D	10/04/2023	462.49		000686		468.73
87	A&M LAWNMOWER SHOP							
I-53522	Plug & Carb Labor - MAINT	R	9/13/2023	42.03		050901		
I-53525	Blades - MAINT	R	9/13/2023	129.90		050901		171.93
04	ACWA JOINT POWERS INSURANCE AU							
I-0700431	Health Insurance 10/23	R	9/13/2023	161,031.71		050902		161,031.71
44	Amazon Capital Services							
I-13HW-TWYT-FVKJ	Nitrile Gloves & Tape - PL	R	9/13/2023	330.71		050903		
I-16C3-JJF4-TGJD	Vacuum Repair Kit - LCRA	R	9/13/2023	16.08		050903		
I-191J-XQ3J-7KCW	Makeup Train Case - PR	R	9/13/2023	15.42		050903		
I-1LM3-DFYD-NNHD	Rhino Shine Ultra - PL	R	9/13/2023	69.70		050903		
I-1RMG-7XNK-7J1V	Mount Sound Bar - PR	R	9/13/2023	99.50		050903		
I-1TTD-9Y4W-KRDK	Washer Pump - Unit 16	R	9/13/2023	13.37		050903		
I-1VL3-QW6Q-7149	Power Cord - ADM	R	9/13/2023	9.68		050903		554.46
60	Ameriflex							
I-INV649338	FSA Admin Fee	R	9/13/2023	96.00		050904		96.00

DOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
14	I-SI2177442		AQUA-FLO SUPPLY 1-1/2 Weathermatic Plas in Li	R	9/13/2023	137.49	050905	137.49
03	I-8610		ARNOLD LAROCHELLE MATTHEWS Metter #5088-001	R	9/13/2023	4,736.00	050906	4,736.00
66	I-000020507910		AT & T Acct#9391035542	R	9/13/2023	688.44	050907	688.44
30	I-9071277817		Autodesk, Inc. Autocad 2023-24 Lic - ENG	R	9/13/2023	8,365.00	050908	8,365.00
54	I-23-085		Automation Services, LLC Robles Dam Improvements - ENG	R	9/13/2023	8,555.00	050909	8,555.00
62	C-E475124b D-E475124a I-E475124		BP Medical Supplies Accrue Use Tax Accrue Use Tax Cold Pack - WP	R R R	9/13/2023 9/13/2023 9/13/2023	8.88CR 8.88 122.50	050910 050910 050910	 122.50
95	I-5790		BSN CONSTRUCTION Asphalt Patching - ENG - Ret	R	9/13/2023	4,707.66	050911	4,707.66
52	I-8718		Burns Pacific Construction, In W. & E. Ojai Ave Pipe Replace	R	9/13/2023	207,704.68	050912	207,704.68
82	I-100000017276352		CalPERS Unfunded Accrue Liab 09/23	R	9/13/2023	68,078.75	050913	68,078.75
55	I-Aug 23		CASITAS BOAT RENTALS Gas for Boat - LCRA	R	9/13/2023	542.23	050914	542.23
04	I-00003292 I-00003503 I-00008267		Catalina Paints Plug & Brush - UT Base - WP Purdy White Dove Roller Monus	R R R	9/13/2023 9/13/2023 9/13/2023	23.78 152.75 25.44	050915 050915 050915	 201.97
11	I-113980		Centers for Family Health Drug Screening - ENG/WP	R	9/13/2023	400.00	050916	400.00
60	I-1044305		COASTLINE EQUIPMENT Remove & Install new Tie Rod	R	9/13/2023	640.30	050917	640.30

DOR SET: 01
 K: AP ACCOUNTS PAYABLE
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DOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
62	CONSOLIDATED ELECTRICAL							
I-9009-1034816	4 Channel Analog Output - TP	R	9/13/2023	1,450.51		050918		
I-9009-1037546	Rockwell Agreement - EM	R	9/13/2023	23,449.80		050918		24,900.31
19	CORELOGIC INFORMATION SOLUTION							
I-82186844	Realquest Subscription	R	9/13/2023	137.50		050919		137.50
64	CROWDER BACKFLOW SERVICES, INC							
I-34075	Backflow Testing - ADM	R	9/13/2023	105.00		050920		105.00
79	DANIELS TIRE SERVICE							
I-250129132	Skiploader Tire - MAINT	R	9/13/2023	276.90		050921		276.90
64	DataProse, LLC							
I-DP2303574	UB Mailing 08/23	R	9/13/2023	4,853.84		050922		4,853.84
08	Docu Products							
I-267412	Copier Usage - DO	R	9/13/2023	429.91		050923		429.91
86	E.J. Harrison & Sons Inc							
I-1419a	Acct#500891963	R	9/13/2023	105.32		050924		105.32
09	Enterprise							
I-33850941	Car Rental - FISH	R	9/13/2023	862.02		050925		862.02
91	ERNST & YOUNG LLP							
I-US01U001330432	Client#0012205436	R	9/13/2023	1,429.00		050926		1,429.00
72	ERS INDUSTRIAL SERVICES, INC							
I-101080	Filter #2 Media Cleaning P#280	R	9/13/2023	54,900.00		050927		54,900.00
95	FAMCON PIPE & SUPPLY							
I-S100105548.003	8" Coupling & Adapter - PL	R	9/13/2023	1,662.38		050928		
I-S100106328.001	8" Adapter - PL	R	9/13/2023	460.10		050928		2,122.48
01	FISHER SCIENTIFIC							
I-5567794	Nutrient Agar - LAB	R	9/13/2023	49.74		050929		49.74
04	FRED'S TIRE MAN							
I-149919	ST Power King Vanguard - 282	R	9/13/2023	118.22		050930		
I-150163	Flat Repair - Unit E05	R	9/13/2023	25.00		050930		
I-150191	Flat Repair - Unit 57	R	9/13/2023	25.00		050930		168.22

K: AP ACCOUNTS PAYABLE
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DOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
56 I-170751	Granicus, LLC Annual Fees 08/30/23-08/29/24	R	9/13/2023	21,660.28		050931		21,660.28
37 I-33477313-007	HERC RENTALS INC Rent Skiploade FEMA - Proj 905	R	9/13/2023	2,334.01		050932		2,334.01
45 I-090823	Jan Hiester Irrigation Controller Rebate	R	9/13/2023	99.17		050933		99.17
96 I-902875	HOME DEPOT AC Support - PL	R	9/13/2023	54.60		050934		54.60
27 I-246067-1	INDUSTRIAL BOLT & SUPPLY Nuts & Bolts - PL	R	9/13/2023	276.08		050935		276.08
44 I-50767A	Janitek Cleaning Solutions Carpet Cleaning - DO	R	9/13/2023	325.00		050936		325.00
70 I-Jul/Aug 23	SCOTT LEWIS Reimburse Expenses 07/23-08/23	R	9/13/2023	2,212.12		050937		2,212.12
58 I-249907	Liebert Cassidy Whitmore Metter #182-00013	R	9/13/2023	936.00		050938		936.00
51 I-054666	MEINERS OAKS ACE HARDWARE Battery - LCRA	R	9/13/2023	9.75		050939		
I-055087	Fittings - UT	R	9/13/2023	106.61		050939		
I-055296	Insect Killer - MAINT	R	9/13/2023	25.35		050939		
I-055364	Concrete Patch Gray - LCRA	R	9/13/2023	53.02		050939		
I-055418	Bolts & Screws - LCRA	R	9/13/2023	18.38		050939		
I-055440	Tape & Corner - MAINT	R	9/13/2023	70.15		050939		
I-055653	Gorilla Epoxy - LCRA	R	9/13/2023	7.41		050939		
I-055765	PVC Pipe - LCRA	R	9/13/2023	55.74		050939		
I-055805	Drill Bit - LCRA	R	9/13/2023	16.76		050939		363.17
24 I-1039083	Michael K. Nunley & Associates Mutual Well#7 Equipment - ENG	R	9/13/2023	2,152.70		050940		2,152.70
44 I-519973486	Mission Linen Supply Uniform Pants - TP	R	9/13/2023	42.89		050941		
I-519973487	Uniform Pants - MAINT	R	9/13/2023	26.26		050941		
I-519973490	Uniform Pants - TP	R	9/13/2023	57.52		050941		126.67

K: AP ACCOUNTS PAYABLE
 E RANGE: 9/07/2023 THRU 10/04/2023

DOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
28	I-08-19-23	Norm Katz, Psy.D. PreEmp Psychological Screening	R	9/13/2023	495.00	050942		495.00
84	I-242681	OJAI TERMITE & PEST CONTROL, I Spray outside DO - MAINT	R	9/13/2023	183.00	050943		183.00
69	I-25419	OJAI VALLEY SANITARY DISTRICT Cust #20594	R	9/13/2023	324.97	050944		324.97
69	I-25497	OJAI VALLEY SANITARY DISTRICT Cust #52921	R	9/13/2023	59.12	050945		59.12
27	I-63209	OSCAR'S TREE SERVICE Tree Removal - LCRA	R	9/13/2023	5,700.00	050946		5,700.00
78	I-859062	PARADISE CHEVROLET Regulator - Unit 28	R	9/13/2023	166.94	050947		166.94
90	I-BI85010472A	PROFORMA Barrell Locks - UT	R	9/13/2023	2,219.65	050948		
	I-BI85010473A	Barrell Keys - PL	R	9/13/2023	1,842.53	050948		
	I-BI85010493A	Polos - WP	R	9/13/2023	1,483.95	050948		
	I-BI85010542A	Magna Trak Metal Locator	R	9/13/2023	1,018.24	050948		
	I-BI85010543A	Seat Covers - PL	R	9/13/2023	463.33	050948		7,027.70
88	I-24188207	QUINN COMPANY Rent Wheel Loader - FEMA 931	R	9/13/2023	8,275.51	050949		8,275.51
31	I-80402673-00	R.S. Hughes Company, Inc. 18' Sticky Roller - EM	R	9/13/2023	76.71	050950		76.71
55	I-Aug 23	David Rodela Reimburse Expenses 08/23	R	9/13/2023	100.00	050951		100.00
15	I-090623a	SOUTHERN CALIFORNIA EDISON Acct#700028645962	R	9/13/2023	200,785.03	050952		
	I-090623b	Acct#700029026585	R	9/13/2023	2,744.90	050952		
	I-090623c	Acct#700598317666	R	9/13/2023	38.91	050952		
	I-090723a	Acct#700030209177	R	9/13/2023	21,497.34	050952		
	I-090723b	Acct#700028735181	R	9/13/2023	22,121.27	050952		247,187.45
59	I-109598	The Wharf Uniform Shirts - ENG	R	9/13/2023	19.38	050953		19.38

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DOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
25	I-INV00128471							
	USA BLUEBOOK							
	Nitrate Gloves & PH Buffer-LAB	R	9/13/2023	213.85		050954		213.85
83	I-9943566560							
	Verizon Wireless							
	Monthly Cell Charges - DO	R	9/13/2023	3,458.25		050955		
	Monthly Cell Charges - LCRA	R	9/13/2023	437.35		050955		3,895.60
69	I-071523							
	Wingate Earthworks Inc.							
	Asphalt Patching - ENG	R	9/13/2023	7,150.88		050956		7,150.88
82	I-222-227-9							
	Yeh and Associates, Inc							
	Material Testing Ojai Ave Pipe	R	9/13/2023	7,209.60		050957		7,209.60
25	I-177087							
	Aflac Worldwide Headquarters							
	Supplemental Insurance 09/23	R	9/20/2023	3,199.06		050958		3,199.06
10	I-5502086158							
	AIRGAS USA LLC							
	Gas Cylinder Rental - PL	R	9/20/2023	473.38		050959		473.38
72	I-INV-5940							
	Alpha Productions, Inc							
	Annual Autoclave Maint - LAB	R	9/20/2023	807.50		050960		807.50
44	C-1LYY- MRN6-4DT1							
	I-13HX-Q74D-FXTX							
	I-146P-6FG4-6XCX							
	I-17JG-4TQQ-DJYH							
	I-19PJ-KN4P-7D6M							
	I-19W7-V9TR-LTJQ							
	I-1FRP-NN7M-61TR							
	I-1H7Q-XV9P-9RVW							
	I-1RGW-GRMT-YMND							
	I-1TTD-9Y4W-VYFR							
	I-1VTQ-GTYC-J1HF							
	I-1X99-CXGY-FYWXX							
	Amazon Capital Services							
	Dual Monitor Stand - ADM	R	9/20/2023	62.19CR		050961		
	Screws & Level - MAINT	R	9/20/2023	145.77		050961		
	Metal Locator - UT	R	9/20/2023	2,796.80		050961		
	Mask Filters & Travel Case	R	9/20/2023	137.20		050961		
	Permanent Markers - PL	R	9/20/2023	87.02		050961		
	Postage Meter Tape - ADM	R	9/20/2023	18.18		050961		
	Screw Extractor Set - IT	R	9/20/2023	21.44		050961		
	Tools & Goggle Travel Case	R	9/20/2023	84.90		050961		
	Coffew & Cofffee Filters -MGMT	R	9/20/2023	496.78		050961		
	Helmet Chainsaw - MAINT	R	9/20/2023	117.96		050961		
	Metal Mesh Visor Protective Fa	R	9/20/2023	42.88		050961		
	HDMI Dongle Adapter - UT	R	9/20/2023	28.85		050961		3,915.59
14	I-SI2168503							
	AQUA-FLO SUPPLY							
	Shovel - PL	R	9/20/2023	106.43		050962		
	I-SI2183413							
	2" Brass Ball Valve - LCRA	R	9/20/2023	76.03		050962		
	I-SI2183418							
	Brass Test Cock - LCRA	R	9/20/2023	18.00		050962		
	I-SI2184981							
	Fittings - UT	R	9/20/2023	108.14		050962		308.60
23	I-2309051							
	ARGO CHEMICAL INC							
	Ammonia Solution - TP	R	9/20/2023	6,084.99		050963		6,084.99

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18	AT & T MOBILITY							
I-287290467941X0923	Acct#287290467941	R	9/20/2023	249.56		050964		
I-287294256431X0923	Acct#287294256431	R	9/20/2023	1,079.64		050964		
I-287327817962X0923	Acct#287327817962	R	9/20/2023	36.27		050964		1,365.47
29	AT&T							
I-2178851802	Acct#8310011246015	R	9/20/2023	2,210.80		050965		2,210.80
40	Annette Ayala							
I-103	Ojai Ave Cultural Monitor -ENG	R	9/20/2023	6,382.00		050966		6,382.00
30	B&R TOOL AND SUPPLY CO							
I-1900991903	Socket Impact - MAINT	R	9/20/2023	64.65		050967		64.65
79	BAKERSFIELD PIPE & SUPPLY INC							
I-S3057850.001	Scrubbing Towel - UT	R	9/20/2023	192.10		050968		
I-S3060475.001	Victaulic Coupling - UT	R	9/20/2023	425.95		050968		
I-S3065285.001	6" Welded Pipe - PL	R	9/20/2023	1,728.81		050968		2,346.86
45	BC Rincon Construction, Inc.							
I-12241	Pipeline Yard Paving - PL	R	9/20/2023	6,870.30		050969		6,870.30
95	BSN CONSTRUCTION							
I-081123	Asphalt Patching - ENG	R	9/20/2023	30,496.90		050970		30,496.90
83	Cal-Western Weed Control, Inc.							
I-17914	Herbicide Application - MAINT	R	9/20/2023	2,500.00		050971		2,500.00
95	Canon Financial Services							
I-31245783	Copier Rental - ADM	R	9/20/2023	233.11		050972		233.11
11	Centers for Family Health							
I-114410	Drug Screening - WP/PL/UT	R	9/20/2023	1,675.00		050973		1,675.00
21	Central Communications							
I-000030-037-501	Call Center 08/23	R	9/20/2023	258.00		050974		258.00
09	CleanEarth Enviromental Soluti							
I-092023	Disposal of Hazardous Waste	R	9/20/2023	268.00		050975		268.00
22	Coast Cart, Inc.							
I-25690	Belt Drive - LCRA	R	9/20/2023	104.41		050976		104.41

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64	I-34076							
	CROWDER BACKFLOW SERVICES, INC Backflow Testing - ADM/LCRA/TP	R	9/20/2023	360.00		050977		360.00
79	I-250128458							
	DANIELS TIRE SERVICE Tires - Unit 88	R	9/20/2023	2,716.50		050978		
	I-250128460							
	Tires - Unit 73	R	9/20/2023	1,956.33		050978		4,672.83
98								
	Department of Industrial Relat Water Park Inspection - WP	R	9/20/2023	97.50		050979		
	I-P 1996075 SN							
	Water Park Inspection - WP	R	9/20/2023	97.50		050979		
	I-P 1997109 SN							
	Water Park Inspection - WP	R	9/20/2023	97.50		050979		
	I-P 1997110 SN							
	Water Park Inspection - WP	R	9/20/2023	48.75		050979		
	I-P 1997117 SN							
	Water Park Inspection - WP	R	9/20/2023	195.00		050979		536.25
27								
	Dion & Sons, Inc Diesel - LCRA	R	9/20/2023	3,023.98		050980		
	I-SP21061							
	Gasoline - LCRA	R	9/20/2023	3,550.35		050980		6,574.33
76								
	Dodos Design Print - Slik Screening - MAINT	R	9/20/2023	148.80		050981		148.80
86								
	E.J. Harrison & Sons Inc Acct#102258843	R	9/20/2023	307.85		050982		307.85
I-182								
86								
	E.J. Harrison & Sons Inc Acct#1C00053370	R	9/20/2023	299.62		050983		299.62
I-605								
86								
	E.J. Harrison & Sons Inc Acct#1C00054240	R	9/20/2023	468.53		050984		468.53
I-622								
86								
	E.J. Harrison & Sons Inc Acct#500766090	R	9/20/2023	575.01		050985		575.01
I-757								
72								
	ERS INDUSTRIAL SERVICES, INC Filter #2 Media Cleaning - TP	R	9/20/2023	16,714.28		050986		16,714.28
I-101083								
95								
	FAMCON PIPE & SUPPLY Washer, Rubber Meter - UT	R	9/20/2023	21.45CR		050987		
	C-S100107465.005							
	Meter Parts - UT	R	9/20/2023	392.54		050987		
	I-S100107465.004							
	Valve Flg X Flg Muller - LCRA	R	9/20/2023	745.39		050987		
	I-S100108140.001							
	Wrench Curb - UT	R	9/20/2023	120.12		050987		1,236.60
	I-S100111371.001							
93								
	FEDERAL EXPRESS Shipping - LAB	R	9/20/2023	34.81		050988		34.81
I-8-220-49561								

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01	FISHER SCIENTIFIC I-6179499 Water Bath Treatment - LAB	R	9/20/2023	157.66		050989		157.66
41	Foster & Foster Consulting Act I-28375 2023 GASBS 68 Report - ADM	R	9/20/2023	1,600.00		050990		1,600.00
15	GRAINGER, INC I-9835554107 Multipurpose Grease - EM I-9835554115 Lubricant Tan - TP	R R	9/20/2023 9/20/2023	32.86 12.39		050991 050991		45.25
17	Greg Rents I-53109 Propane - Unit 287	R	9/20/2023	146.57		050992		146.57
21	HACH COMPANY I-13729574 ORP for CP38 - TP	R	9/20/2023	1,848.99		050993		1,848.99
52	HARBOR FREIGHT TOOLS USA, INC I-1024906 Gloves & Cut Off Wheel - LCRA I-1024953 Utility Pump - WP	R R	9/20/2023 9/20/2023	59.19 103.78		050994 050994		162.97
46	Hasa Inc. I-917966 Chlorine for Ojai Sys - TP I-918093 Chlorine for Ojai Sys - TP	R R	9/20/2023 9/20/2023	905.66 4,398.88		050995 050995		5,304.54
96	HOME DEPOT I-6904740 Cement Bags - PL I-7543331 Kateya Masonry Bits - MAINT	R R	9/20/2023 9/20/2023	1,122.48 214.48		050996 050996		1,336.96
60	LESLIE'S POOL SUPPLIES, INC I-00603-02-046281 Pool Supplies - WP	R	9/20/2023	58.83		050997		58.83
66	Loomis I-13321660 Armored Truck Service - LCRA	R	9/20/2023	284.57		050998		284.57
51	MEINERS OAKS ACE HARDWARE C-056107 Cement Return - LCRA I-055516 Nails - ENG I-055546 Hand Truck P Handle - PL I-055547 Respirator - PL I-055618 Tools for O&M Mgr New Truck I-055885 Batteries - UT I-055937 Blades & Cabletie - WP I-056061 Hinge Strap - WP I-056079 Mineral Spirits - TP I-056080 Bolts & Screws - WP I-056106 Concrete - PL I-056144 Garage Light & Pipe - LCRA I-056187 Concrete Mix - LCRA	R R R R R R R R R R R R R R	9/20/2023 9/20/2023 9/20/2023 9/20/2023 9/20/2023 9/20/2023 9/20/2023 9/20/2023 9/20/2023 9/20/2023 9/20/2023 9/20/2023 9/20/2023 9/20/2023	174.69CR 10.22 232.99 25.72 161.72 38.92 35.85 12.68 22.44 10.17 673.07 268.43 11.99		050999 050999 050999 050999 050999 050999 050999 050999 050999 050999 050999 050999 050999		

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I-056285	Plywood & Screwdrive - PL	R	9/20/2023	146.95		050999		
I-056286	Fittings & Repirator - UT	R	9/20/2023	85.84		050999		
I-056301	Paint & Caulk - MAINT	R	9/20/2023	98.72		050999		
I-056345	Bolts & Scres & Brush - MAINT	R	9/20/2023	114.48		050999		
I-056363	Drill Set & Hook Rope Ball -UT	R	9/20/2023	52.43		050999		
I-056386	Cap & Gravel - UT	R	9/20/2023	12.13		050999		
I-056396	Gravel - UT	R	9/20/2023	7.07		050999		1,847.13
44	Mission Linen Supply							
I-520021422	Uniform Pants - PL	R	9/20/2023	42.89		051001		
I-520021423	Uniform Pants - MAINT	R	9/20/2023	26.26		051001		
I-520021426	Uniform Pants - TP	R	9/20/2023	57.52		051001		
I-520067490	Uniform Pants - PL	R	9/20/2023	42.89		051001		
I-520067491	Uniform Pants - MAINT	R	9/20/2023	26.26		051001		
I-520067494	Uniform Pants - TP	R	9/20/2023	57.52		051001		253.34
70	Ojai Auto Supply							
I-577125	5W20 5qt - GARAGE	R	9/20/2023	52.12		051002		52.12
65	OJAI LUMBER CO, INC							
I-2308-750544	Spray, Drone Met - EM	R	9/20/2023	59.43		051003		
I-2309-53855	Miratec Trim - MAINT	R	9/20/2023	29.00		051003		88.43
84	OJAI TERMITE & PEST CONTROL, I							
I-241255	Bee Removal Canal - MAINT	R	9/20/2023	375.00		051004		375.00
68	OJAI VALLEY NEWS							
I-6439	AD 08/18/23	R	9/20/2023	183.00		051005		
I-6715	AD 09/15/23	R	9/20/2023	183.00		051005		366.00
13	Pops Auto Repair							
I-0442	Battery, Engine Oil - Unit 84	R	9/20/2023	1,168.38		051006		
I-0443	Door Mirror - Unit 11	R	9/20/2023	173.20		051006		1,341.58
84	POWERSTRIDE BATTERY CO, INC							
I-V 609989	Unit 301	R	9/20/2023	107.44		051007		
I-V 609990	Battery - Unit 301	R	9/20/2023	109.80		051007		217.24
39	PRECISION POWER EQUIPMENT							
I-62357	Concrete Saw Repair - PL	R	9/20/2023	263.73		051008		
I-62389	Oil Mix - PL	R	9/20/2023	86.19		051008		349.92
90	PROFORMA							
I-BI85010320A	Park Flags - WP	R	9/20/2023	257.15		051009		
I-BI85010372A	Logos for Shirts - EM	R	9/20/2023	311.67		051009		
I-BI85010397A	Business Cards - EM	R	9/20/2023	189.46		051009		
I-BI85010432A	Uniform Shirt - IT	R	9/20/2023	278.32		051009		
I-BI85010710A	Jacket - MGMT	R	9/20/2023	213.30		051009		
I-BI85010772A	Jacket - MAINT	R	9/20/2023	183.01		051009		1,432.91

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06	Rincon Consultants, Inc. I-510515 VTA-CARP Intertie Service -ENG	R	9/20/2023	1,043.50		051010		1,043.50
72	RP BARRICADE I-63234 Safety Lights - Unit E12	R	9/20/2023	1,549.76		051011		3,099.52
	I-63235 Safety Lights - Unit E13	R	9/20/2023	1,549.76		051011		
56	SC Fuels I-2459170-IN Gas & Diesel - DO	R	9/20/2023	8,621.14		051012		8,621.14
07	State Ready Mix Inc. I-27286 Sand Slurry - 931	R	9/20/2023	2,087.67		051013		2,087.67
46	Janice Tate I-091223 Irrigation Controller Rebate	R	9/20/2023	199.99		051014		199.99
59	The Wharf I-109599 Uniform Shirt - UT	R	9/20/2023	19.38		051015		19.38
89	Thomas Scientific, LLC I-3071552 Autoclave Logging Thermometer	R	9/20/2023	567.39		051016		567.39
46	VENTURA COUNTY AIR POLLUTION I-1048763 VCAPCD Permit - DO	R	9/20/2023	705.00		051017		705.00
63	WAXIE SANITARY SUPPLY I-81959245 Soap - LCRA	R	9/20/2023	90.30		051018		90.30
28	Weck Analytical Environmental I-W3H2032 Stage 2 DBP Sampling - LAB	R	9/20/2023	720.00		051019		720.00
30	WHITE CAP CONSTRUCTION SUPPLY I-50023686089 Filled Sand Bags - PL	R	9/20/2023	748.61		051020		748.61
56	Ameriflex I-FSA202309182227 FSA Deduction	R	9/20/2023	1,299.98		051021		1,299.98
24	ICMA RETIREMENT TRUST - 457 I-DCI202309182227 DEFERRED COMP FLAT	R	9/20/2023	1,765.83		051022		1,886.14
	I-DI%202309182227 DEFERRED COMP PERCENT	R	9/20/2023	120.31		051022		
85	NATIONWIDE RETIREMENT SOLUTION I-CUN202309182227 457 CATCH UP	R	9/20/2023	1,184.90		051023		10,121.82
	I-DCN202309182227 DEFERRED COMP FLAT	R	9/20/2023	8,492.91		051023		
	I-DN%202309182227 DEFERRED COMP PERCENT	R	9/20/2023	444.01		051023		

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32	I-G10202309182227							
	West Side Lending Payroll Deduction	R	9/20/2023	222.35		051024		222.35
10	I-9142163113							
	AIRGAS USA LLC Elect Stck - UT	R	9/27/2023	59.25		051025		59.25
12	I-5665-1041803							
	ALL-PHASE ELECTRIC SUPPLY CO. Cyberpower UPS Batteries	R	9/27/2023	419.52		051026		
	I-5665-1042309							
	Panel Shade Upgrades	R	9/27/2023	452.42		051026		
	I-5665-1042312							
	Panel Shade Upgrades - EM	R	9/27/2023	766.96		051026		1,638.90
44	I-1CPC-VJ4K-GHGG							
	Amazon Capital Services Tools & Battery Tester - EM	R	9/27/2023	536.67		051027		
	I-1END-RQV1-41NC							
	Phone Case - ADM	R	9/27/2023	37.48		051027		
	I-1KY9-LHHW-PlWX							
	Circuit Breaker - LCRA	R	9/27/2023	103.90		051027		
	I-1MHT-J949-WiLG							
	Hand Tools for Unit E12	R	9/27/2023	225.21		051027		
	I-1RMG-7XNK-WJ3D							
	Loiyand Pool Skimmer - WP	R	9/27/2023	17.14		051027		920.40
14	I-SI2165449							
	AQUA-FLO SUPPLY Quantum Mtl Bltd Coup - LCRA	R	9/27/2023	120.52		051028		
	I-SI2165451							
	2" Weathermatic Diaphragm -LCR	R	9/27/2023	21.00		051028		
	I-SI2185656							
	Fittings - LCRA	R	9/27/2023	76.16		051028		217.68
40	I-INV0097002							
	AQUA-METRIC SALES COMPANY Omni Meters - UT	R	9/27/2023	42,073.76		051029		42,073.76
52	I-Sep 23							
	Julia Aranda Reimburse Expenses 09/23	R	9/27/2023	368.77		051030		368.77
29	I-0833442809							
	AT&T Acct#8310009376326	R	9/27/2023	1,287.10		051031		1,287.10
29	I-2463781805							
	AT&T Acct#8310009376372	R	9/27/2023	1,287.10		051032		1,287.10
30	I-1900992234							
	B&R TOOL AND SUPPLY CO Hand Tools - PL	R	9/27/2023	790.46		051033		790.46
11	I-BU01610520							
	Roadpost, Inc. Sat Phone Service - TP	R	9/27/2023	66.95		051034		66.95
59	I-BPI375364							
	Brenntag Pacific Inc. Ammonium Sulfate	R	9/27/2023	1,266.63		051035		1,266.63

DOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
17 I-10819433.00	CERTEX USA, INC Straight Point Base Station	R	9/27/2023	4,778.76		051036		4,778.76
22 I-I2023-1125	D&H Water Systems Vac Reg Check Unit - TP	R	9/27/2023	499.88		051037		499.88
27 I-SP20934	Dion & Sons, Inc Diesel - Portable Tank	R	9/27/2023	2,934.86		051038		2,934.86
86 I-1404	E.J. Harrison & Sons Inc Acct#500546088	R	9/27/2023	3,681.02		051039		3,681.02
86 I-1418b	E.J. Harrison & Sons Inc Acct#500890288	R	9/27/2023	135.04		051040		135.04
86 I-621	E.J. Harrison & Sons Inc Acct#1C00054230	R	9/27/2023	6,422.62		051041		6,422.62
37 I-FBN4825639	Enterprise FM Trust Vehicle Maintenance	R	9/27/2023	26,737.03		051042		26,737.03
95 I-S100111365.004	FAMCON PIPE & SUPPLY Valves/Washer - PL	R	9/27/2023	1,227.15		051043		1,227.15
85 I-6054	FluidSecure Fuel Tracking - GARAGE	R	9/27/2023	1,570.00		051044		1,570.00
46 I-092523	Jesus Garcia Reimburse Expenses 09/23	R	9/27/2023	199.99		051045		199.99
22 I-202954	Hamner, Jewell & Associates Ventura-SB Row Srvs - ENG	R	9/27/2023	2,781.25		051046		2,781.25
25 I-3137067058	IDEXX DISTRIBUTION CORP Sealer Plus - LAB	R	9/27/2023	5,239.67		051047		5,239.67
38 I-092723	Tyrone LaFay Advance for WaterSmart Confere	R	9/27/2023	609.10		051048		609.10
61 I-052423	LAKE CASITAS MARINA CAFE Employee Breakfast - WP	R	9/27/2023	1,720.56		051049		1,720.56
60 I-00142-01-060292 I-WPR9051342-0001	LESLIE'S POOL SUPPLIES, INC Pool Supplies - WP TLR Service - WP	R R	9/27/2023 9/27/2023	384.93 190.74		051050 051050		575.67

DOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
51	MEINERS OAKS ACE HARDWARE							
I-056341	Faucet & Duct Tape - LCRA	R	9/27/2023	101.51		051051		
I-056390	Rescue Tape - LCRA	R	9/27/2023	19.50		051051		
I-056919	Deck Screw & Tube Strap -MAINT	R	9/27/2023	127.47		051051		248.48
44	Mission Linen Supply							
C-520122502	Uniform Pants - PL	R	9/27/2023	132.00CR		051052		
I-519802323	Uniform Pants - PL	R	9/27/2023	132.00		051052		
I-520114161	Uniform Pants - TP	R	9/27/2023	42.89		051052		
I-520114162	Uniform Pants - MAINT	R	9/27/2023	26.26		051052		
I-520114165	Uniform Pants - TP	R	9/27/2023	57.52		051052		126.67
70	Ojai Auto Supply							
I-576690	Fuel Filter - Unit 301	R	9/27/2023	35.52		051053		
I-577151	Battery - Unit 301	R	9/27/2023	96.53		051053		132.05
84	OJAI TERMITE & PEST CONTROL, I							
I-243428	Rodent Control - MAINT	R	9/27/2023	75.00		051054		75.00
48	Marti Ortiz							
I-092723	Advance WaterSamrt Conference	R	9/27/2023	871.80		051055		871.80
31	Peace Officers Research Associ							
I-413568	PORAC Insurance for Rangers	R	9/27/2023	210.00		051056		210.00
84	PORAC LDF							
I-736398	Legal Defence Found - LCRA	R	9/27/2023	264.00		051057		264.00
16	Purchase Power							
I-092523	Refill Postage Meter	R	9/27/2023	2,538.00		051058		2,538.00
54	J. Harris Industrial Water Tre							
I-2105611	Water Softner Service - WP	R	9/27/2023	173.85		051059		173.85
06	Rincon Consultants, Inc.							
I-51039	Arborist Service - PL	R	9/27/2023	5,941.63		051060		
I-51111	Ojai Ave Pipe Environ Support	R	9/27/2023	11,805.00		051060		
I-51167	Robles Maintenance Support	R	9/27/2023	6,973.25		051060		24,719.88
56	Safety Tek Industries							
I-103547	Test/Refill High Pres Cylinder	R	9/27/2023	226.99		051061		
I-103613	Hydrotest High Pressure Cylind	R	9/27/2023	223.00		051061		449.99

FOR BUDGET: 01
 K: AP ACCOUNTS PAYABLE
 E RANGE: 9/07/2023 THRU 10/04/2023

DOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
09	SALVADOR LOERA TRANSPORTATION							
I-13532	Fill Sand - PL	R	9/27/2023	647.06		051062		
I-13533	Rock Delivery - MAINT	R	9/27/2023	1,155.00		051062		
I-166515	Fill Sand - PL	R	9/27/2023	588.41		051062		
I-166519	Rock Delivery - MAINT	R	9/27/2023	1,160.00		051062		3,550.47
11	SECORP INDUSTRIES							
I-I0083921	Training Fit Test - MAINT	R	9/27/2023	190.50		051063		190.50
25	SMART & FINAL							
I-044466	Drinks - Hight Temperatures	R	9/27/2023	128.74		051064		128.74
15	SOUTHERN CALIFORNIA EDISON							
I-092023a	Acct#700533992421	R	9/27/2023	32,720.36		051065		
I-092023b	Acct#700625798978	R	9/27/2023	524.56		051065		
I-092223a	Acct#700237081885	R	9/27/2023	12,463.72		051065		
I-092223b	Acct#700356078152	R	9/27/2023	246.73		051065		
I-092223c	Acct#700759897236	R	9/27/2023	14.88		051065		45,970.25
16	Southern California Gas Co.							
I-092623a	Acct#00801443003	R	9/27/2023	256.83		051066		
I-092623b	Acct#18231433006	R	9/27/2023	46.33		051066		303.16
91	RedNova Labs, Inc.							
I-777166	StoreEDGE FMS/Website Pro	R	9/27/2023	337.50		051067		337.50
25	USA BLUEBOOK							
I-INV00137042	Replace Lamp Assembly - LAB	R	9/27/2023	377.45		051068		377.45
55	VENTURA WHOLESALE ELECTRIC							
I-298868	LED Lights - LCRA	R	9/27/2023	727.31		051069		727.31
47	County of Ventura							
I-360868	Encroachment Permit PE23-0687	R	9/27/2023	400.00		051070		
I-361529	Encroachment Permit PE23-0722	R	9/27/2023	400.00		051070		
I-362025	Encroachment Permit PE23-0736	R	9/27/2023	400.00		051070		1,200.00
47	Wireless Connection, LLC							
I-INV785615	FCC Licensing - LCRA	R	9/27/2023	1,930.00		051071		1,930.00
87	A&M LAWNMOWER SHOP							
I-53596	Drive Shaft & Labor - MAINT	R	10/04/2023	70.59		051072		70.59

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12	ALL-PHASE ELECTRIC SUPPLY CO.							
I-5665-1041154	Cyberpower UPS Battery - EM	R	10/04/2023	209.76		051073		
I-5665-1042611	Panel Shade Covers Material-EM	R	10/04/2023	455.11		051073		664.87
44	Amazon Capital Services							
I-14X9-YYQT-9MR6	Wasp & Yellow Jacket - PL	R	10/04/2023	71.85		051074		
I-17QC-KV3M-H6FY	Blades Mirror & Charger - FISH	R	10/04/2023	265.38		051074		
I-1F6T-KTY4-KPMV	Car Charger - MAINT	R	10/04/2023	52.10		051074		
I-1NC1-WQL1-K3DM	Car Charger - PL	R	10/04/2023	129.26		051074		
I-1NXG-3NYL-9PCF	Milwaukee Rotary Hammer - UT	R	10/04/2023	529.17		051074		
I-1PJ1-RLHK-6DLF	Batteries - PL	R	10/04/2023	26.54		051074		
I-1TFK-3LCV-6MFP	12V Lighter Power Outlet - UT	R	10/04/2023	9.62		051074		
I-1WLN-9PHM-7KFG	Diesel Engine Oil & Brker Part	R	10/04/2023	132.46		051074		
I-1WMY-W4J1-6D3L	Trendnet 5 Port Ethernet - EM	R	10/04/2023	188.19		051074		1,404.57
14	AQUA-FLO SUPPLY							
I-SI2188335	Nipple & Nozzle - WP	R	10/04/2023	11.65		051075		
I-SI2188353	Fittings - WP	R	10/04/2023	2,240.09		051075		
I-SI2193770	Threaded Brass Bushin & Shovel	R	10/04/2023	266.87		051075		2,518.61
79	Art Street Interactive							
I-2717	Reservation Sys. Hosting/Maint	R	10/04/2023	549.70		051076		549.70
66	AT & T							
I-000020581842	Acct#9391062398	R	10/04/2023	392.62		051077		
I-000020586743	Acct#9391064013	R	10/04/2023	27.10		051077		
I-000020609715	Acct#9391080431	R	10/04/2023	920.68		051077		1,340.40
40	Annette Ayala							
I-104	Ojai Ave Cultural Monitor -ENG	R	10/04/2023	7,192.00		051078		7,192.00
30	B&R TOOL AND SUPPLY CO							
I-1900992402	4-1/2 Wilton Visefor - UT	R	10/04/2023	1,527.90		051079		1,527.90
79	BAKERSFIELD PIPE & SUPPLY INC							
C-S3065285.002	6" Welded Pipe - PL	R	10/04/2023	754.25CR		051080		
I-S3066342.001	6" Schedule 40 SS Welded Pipe	R	10/04/2023	1,654.35		051080		
I-S3068174.001	2 Female Camlock - UT	R	10/04/2023	60.05		051080		960.15
15	Yobi Camel							
I-162.00	Camping Cnacellation - LCRA	R	10/04/2023	162.00		051081		162.00
56	Cel Analytical Inc							
I-230920-4257	Cryptosporidium Oocyte Filtrat	R	10/04/2023	450.00		051082		450.00

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17 I-10819696-00	CERTEX USA, INC 2789317 Dongle - EM	R	10/04/2023	1,412.61		051083		1,412.61
64 I-0232531092223	Charter Communications Holding Acct#8448200220232531	R	10/04/2023	685.00		051084		685.00
39 I-57280	Clark Engineering Construction Filter 2 Gallery Painting - TP	R	10/04/2023	22,815.00		051085		22,815.00
61 I-SB02101661 I-SB02101708	COMPUWAVE Adobe Photoshop - FISH Dell Onsite Service - IT	R R	10/04/2023 10/04/2023	259.00 214.00		051086 051086		473.00
10 I-IN234010102	DoiT International USA, INC Google Apps 09/23	R	10/04/2023	2,600.00		051087		2,600.00
67 I-48858	Digital Telecommunications Cor Labor for DTC - IT	R	10/04/2023	7,450.00		051088		7,450.00
25 I-20587	Eagle Aerial Solutions CII Compliance Pathway Proj	R	10/04/2023	7,250.00		051089		7,250.00
95 I-S100112123.001 I-S100112156.001	FAMCON PIPE & SUPPLY Spool 6"x 1' & 6" & Meter Lid G3B Box, Valve G3 Body - PL	R R	10/04/2023 10/04/2023	1,235.52 1,480.05		051090 051090		2,715.57
93 I-8-262-63417	FEDERAL EXPRESS Shipping - LAB	R	10/04/2023	89.66		051091		89.66
50 I-1333744	Roberta Felix Camping Cancellation - LCRA	R	10/04/2023	124.00		051092		124.00
15 I-9828063850 I-9839507291 I-9851562638 I-9852709493	GRAINGER, INC Louver - LCRA Louver - LCRA Tow Hitch - UT RedHat Solenoid Valve - EM	R R R R	10/04/2023 10/04/2023 10/04/2023 10/04/2023	145.94 291.89 409.22 488.50		051093 051093 051093 051093		1,335.55
17 I-53370	Greg Rents Slurry - Proj 931	R	10/04/2023	240.62		051094		240.62
21 I-13744046 I-13746616	HACH COMPANY Chemkey Recycling Program -LAB Fab-Sealing Hub - TP	R R	10/04/2023 10/04/2023	134.06 121.19		051095 051095		255.25

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37	I-33477313-008							
	HERC RENTALS INC							
	Rent Skiploader - Proj 905	R	10/04/2023	2,334.01		051096		2,334.01
96	I-4117614							
	HOME DEPOT							
	Roofing Supplies - EM	R	10/04/2023	596.66		051097		
	I-7900538							
	Hand Tools - PL	R	10/04/2023	490.53		051097		
	I-8900381							
	2" Galv Pipe Strap - MAINT	R	10/04/2023	61.18		051097		
	I-9900323							
	Ridgid 4 Gal wet/dry Vac - TP	R	10/04/2023	169.27		051097		1,317.64
94	I-00042864							
	HOSE-MAN, INC.							
	Clear Hose - PL	R	10/04/2023	897.41		051098		897.41
34	I-55643886							
	INTERSTATE BATTERIES							
	Battery - Unit 121	R	10/04/2023	243.95		051099		243.95
10	I-370487							
	J.W. ENTERPRISES							
	CT Pumping - 4M PP	R	10/04/2023	80.75		051100		
	I-370488							
	CT Pumping - GRAND AVE.	R	10/04/2023	80.75		051100		
	I-370489							
	CT Pumping - SA PLANT	R	10/04/2023	161.50		051100		
	I-370490							
	CT Pumping - 3M PUMP	R	10/04/2023	80.75		051100		
	I-370491							
	CT Pumping - FAIRVIEW RES.	R	10/04/2023	80.75		051100		
	I-370492							
	CT Pumping - CASITAS DAM	R	10/04/2023	80.75		051100		
	I-370493							
	CT Pumping - BATES RES.	R	10/04/2023	80.75		051100		646.00
60	I-Sept 23							
	Joe Martinez III							
	Reimburse Expenses 09/23	R	10/04/2023	350.00		051101		350.00
53	I-1330059							
	Gariel Kathleen							
	Water Aerobic Cancel	R	10/04/2023	6.00		051102		6.00
51	I-1294238							
	Beverly Laing							
	Camping Cancellation - LCRA	R	10/04/2023	144.00		051103		144.00
49	I-0028517944							
	Matheson Tri-Gas, Inc.							
	Liquid Oxigen - TP	R	10/04/2023	28,673.16		051104		28,673.16
29	I-14756216							
	MCMaster-CARR SUPPLY CO.							
	WQ Check Valve Fittings - LAB	R	10/04/2023	156.31		051105		156.31
51	C-J61925							
	MEINERS OAKS ACE HARDWARE							
	CR J61925	R	10/04/2023	52.09CR		051106		
	I-056688							
	Anti Siphon Valve - LCRA	R	10/04/2023	24.39		051106		
	I-056768							
	Cable Ties & Packing Sheet -UT	R	10/04/2023	16.75		051106		
	I-056936							
	Fittings - LCRA	R	10/04/2023	282.88		051106		
	I-056963							
	Couple Flex & Prograde Earmuff	R	10/04/2023	49.95		051106		
	I-057019							
	Elbow & Adapter - LCRA	R	10/04/2023	61.42		051106		
	I-057042							
	Pipe ABS - LCRA	R	10/04/2023	231.23		051106		
	I-057089							
	Duct Tape, Gloves & Wool Pad	R	10/04/2023	131.37		051106		

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I-057128	Padlock Combination - MAINT	R	10/04/2023	78.04		051106		
I-057151	Wasp & Yellow Jacket - UT	R	10/04/2023	19.50		051106		
I-057154	Nipple Galv - PL	R	10/04/2023	15.60		051106		
I-057224	Flat Steel Stakes - LCRA	R	10/04/2023	96.41		051106		
I-057334	Rope H Brd Gld Poly - FISH	R	10/04/2023	33.76		051106		
I-057541	Rope - MAINT	R	10/04/2023	0.74		051106		
I-057611	Sprypaint & Plastic Pail - UT	R	10/04/2023	13.26		051106		
I-057649	Plastic Tube & Fittings - UT	R	10/04/2023	43.20		051106		
I-057686	Clamp & Electric Tape - MAINT	R	10/04/2023	31.17		051106		
I-057819	Dropcloth - LAB	R	10/04/2023	13.26		051106		
I-057830	Jumbo Swag & Swag Hook - MAINT	R	10/04/2023	13.08		051106		1,103.92
43	METTLER TOLEDO, INC.							
I-850028281	Retification of Weights - LAB	R	10/04/2023	360.00		051108		360.00
70	Ojai Auto Supply							
I-577092	Full Fill & Safety PIN - PL	R	10/04/2023	108.50		051109		
I-577512	Oil Filter - Unit EZ 6	R	10/04/2023	4.29		051109		
I-577901	Fleetranner Belt - LCRA	R	10/04/2023	48.46		051109		
I-577979	Batt Cable Terminal & Belt	R	10/04/2023	27.25		051109		188.50
65	OJAI LUMBER CO, INC							
I-2309-755171	18" Flat Steel Form Stake - LC	R	10/04/2023	354.05		051110		354.05
84	OJAI TERMITE & PEST CONTROL, I							
I-243378	Rodent Control at TP - MAINT	R	10/04/2023	89.00		051111		89.00
11	Provost & Pritchard Consulting							
I-103630	Rincon Backcountry Road	R	10/04/2023	816.80		051112		
I-103631	Environmental Support -Proj931	R	10/04/2023	14,048.72		051112		14,865.52
09	SALVADOR LOERA TRANSPORTATION							
I-13531	Rock Deliveries 08/09/23 -MAIN	R	10/04/2023	1,154.00		051113		
I-166505	Rock Deliveries - MAINT	R	10/04/2023	1,160.00		051113		2,314.00
67	Scceswest, Inc							
I-0701202307152023	Heavy Equip Rental - Proj 931	R	10/04/2023	46,320.00		051114		46,320.00
50	Sintra Group							
I-2023190	Background Investigation	R	10/04/2023	3,240.00		051115		3,240.00
15	SOUTHERN CALIFORNIA EDISON							
I-092723	Acct#700387230310	R	10/04/2023	21.59		051116		
I-100323a	Acct#700029026585	R	10/04/2023	2,802.74		051116		
I-100323b	Acct#700009638309	R	10/04/2023	30.17		051116		2,854.50

DOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
52	I-092123 Tracy Sweetland Water Aerobics Cancell	R	10/04/2023	10.00		051117		10.00
64	I-100123 T-Mobile Acct#987771959	R	10/04/2023	112.45		051118		112.45
99	I-21022 Taft Electric Company Emergency Generator Rincon-ENG	R	10/04/2023	104,346.77		051119		104,346.77
25	I-23-240899 UNDERGROUND SERVICE ALERT Regulatory Costs - ENG	R	10/04/2023	88.53		051120		
	I-920230097 CAS01 New Ticket - ENG	R	10/04/2023	234.00		051120		322.53
93	I-3017 Upper Ventura River Groundwater Annual Reg. Fee 23-24	R	10/04/2023	25,900.00		051121		25,900.00
57	I-093023 VENTURA RIVER WATER DISTRICT Acct#5-37500A	R	10/04/2023	146.18		051122		146.18
58	I-9117-2307 County of Ventura - Fleet Serv Flee Service - Unit 115/83/68	R	10/04/2023	2,461.12		051123		2,461.12
64	I-062785 County of Ventura Resource Man Permit Sky High Rd - ENG	R	10/04/2023	338.38		051124		338.38
54	I-14343 Water Works Engineers, LLC Ven-SB Intertie - ENG	R	10/04/2023	20,858.64		051125		
	I-14344 Ven-SB Counties Design - ENG	R	10/04/2023	15,175.74		051125		36,034.38
63	I-81978272 WAXIE SANITARY SUPPLY Broom - LCRA	R	10/04/2023	20.27		051126		20.27
30	I-50023940143 WHITE CAP CONSTRUCTION SUPPLY Sand Bags - PL	R	10/04/2023	748.61		051127		748.61
	I-000202309292228 KALINOWSKI, MARIAN US REFUND	R	10/04/2023	24.93		051128		24.93
	I-000202309292230 SHAPIRO, JOEL US REFUND	R	10/04/2023	10.21		051129		10.21
	I-000202309292229 WHITE, MICHELLE US REFUND	R	10/04/2023	60.00		051130		60.00

BANK SET: 01
 K: AP ACCOUNTS PAYABLE
 E RANGE: 9/07/2023 THRU 10/04/2023

DOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-000202309292231	BETTER RESULTS LLC US REFUND	R	10/04/2023	57.03		051131		57.03
24	ICMA RETIREMENT TRUST - 457							
I-DCI202310022233	DEFERRED COMP FLAT	R	10/04/2023	1,765.83		051132		
I-DI%202310022233	DEFERRED COMP PERCENT	R	10/04/2023	120.08		051132		1,885.91
85	NATIONWIDE RETIREMENT SOLUTION							
I-CUN202310022233	457 CATCH UP	R	10/04/2023	1,184.90		051133		
I-DCN202310022233	DEFERRED COMP FLAT	R	10/04/2023	8,467.91		051133		
I-DN%202310022233	DEFERRED COMP PERCENT	R	10/04/2023	436.74		051133		10,089.55
56	Ameriflex							
I-FSA202310022233	FSA Deduction	R	10/04/2023	1,159.59		051134		
I-FSA202310042234	FSA Deduction	R	10/04/2023	117.31		051134		1,276.90

* T O T A L S * *
 REGULAR CHECKS:
 HAND CHECKS:
 DRAFTS:
 EFT:
 NON CHECKS:

NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
232	1,574,101.14	0.00	1,574,101.14
0	0.00	0.00	0.00
19	390,310.62	0.00	390,310.62
0	0.00	0.00	0.00
0	0.00	0.00	0.00

VOID CHECKS: 0 VOID DEBITS 0.00
 VOID CREDITS 0.00

AL ERRORS: 0

ENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			251	1,964,411.76	0.00	1,964,411.76
ANK: AP		TOTALS:	251	1,964,411.76	0.00	1,964,411.76
EPORT TOTALS:			251	1,964,411.76	0.00	1,964,411.76

Void Check #48340 \$176.53
 Void Check #49781 \$ 25.44
 Void Check #50131 \$ 76.71
\$ 1,964,133.08

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: 0099

Adj. Draft

Voids:

for 

Janyne Brown, Chief Financial Officer

ENDOR SET: 01 SUBJECT MUNICIPAL ACCOUNT
 K: ADJ ADJUDICATION ACCOUNT
 E RANGE: 9/07/2023 THRU 10/04/2023

DOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
75 I-971368	Rutan & Tucker, LLP Adjudication Litigation	08/23	R	9/27/2023	14,885.19		000099	14,885.19

* T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	14,885.19	0.00	14,885.19
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

AL ERRORS: 0

ENDOR SET: 01	BANK: ADJ	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			1	14,885.19	0.00	14,885.19
ANK: ADJ		TOTALS:	1	14,885.19	0.00	14,885.19
EPORT TOTALS:			1	14,885.19	0.00	14,885.19

**Casitas Municipal Water District
Reimbursement Disclosure Report (1)
Fiscal Year 2023/24
July 1, 2023-June 30, 2024**

<u>Date paid</u>	<u>Board of Director/Employee</u>	<u>Description</u>	<u>Amount Paid</u>
7/13/2023	Michael Gibson	Cleaning Supplies & waterproof Suits	\$ 377.33
7/13/2023	Michael Gibson	Fisheries Supplies	\$ 553.93
7/26/2023	Ramiro Garcia	Safety Boot Stipend	\$ 205.00
7/26/2023	Eric Lara	Safety Boot Stipend	\$ 205.00
7/26/2023	Gustavo Muro	ESRI UC	\$ 2,301.48
7/26/2023	Edgar Ramos	Safety Boot Stipend	\$ 205.00
7/27/2023	David Pope	Work - T -Shirts	\$ 134.06
8/9/2023	Joe Evans	Timeclock Cards	\$ 235.10
8/10/2023	Michael Kenney	Safety Boot Stipend	\$ 205.00
8/10/2023	Cory Johnson	Safety Boot Stipend	\$ 205.00
8/10/2023	Spencer Hair	Safety Boot Stipend	\$ 205.00
8/10/2023	Jose Ruiz	Safety Boot Stipend	\$ 205.00
8/10/2023	Mike Robles	Safety Boot Stipend	\$ 205.00
8/10/2023	Jesus Garcia	Safety Boot Stipend	\$ 205.00
8/10/2023	Eduardo Lopez	Safety Boot Stipend	\$ 205.00
8/10/2023	David Pope	Safety Boot Stipend	\$ 205.00
8/10/2023	Brian Taylor	Safety Boot Stipend	\$ 205.00
8/10/2023	Luis Mejia	Safety Boot Stipend	\$ 205.00
8/10/2023	Vincent Godinez	Safety Boot Stipend	\$ 205.00
8/10/2023	Gerardo Herrera	Safety Boot Stipend	\$ 205.00
8/10/2023	Lisa Barbee	CalPERS Ed Forum Registration Fee	\$ 449.00
8/30/2023	Tim Lawson	Carports to House Cars	\$ 719.98
8/30/2023	Luke Soholt	Damtender's Unsecured Property tax	\$ 385.97
9/6/2023	Julia Aranda	Replace Engineering Drone	\$ 917.69
9/13/2023	Scott Lewis	Office Supplies	\$ 286.00
9/13/2023	Scott Lewis	Hotel 07/29/23-08/08/23	\$ 1,140.50
9/21/2023	Donnell Evans	Grade 2 Electrical & Instrumentation Technologist Certifica	\$ 103.00
9/21/2023	Alex Kelso	Motors & Pumps Maintenance & Operation Class	\$ 171.00
9/27/2023	Julia Aranda	Laptop Monitor and Docking Station	\$ 368.77
9/27/2023	Jesus Garcia	Water Treatment Course	\$ 199.99
9/27/2023	Tyrone LaFay	Advance for Water Smart Conference	\$ 609.10
9/27/2023	Marti Ortiz	Advance for Water Smart Conference	\$ 871.80
10/4/2023	Joe Martinez III	Casitas Water Adventure Certified Pool Operator	\$ 350.00

Minutes of the Board of Directors
Meeting held September 13, 2023

1. CALL TO ORDER

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

2. ROLL CALL

Director Brennan, Bergen, Kaiser and Hajas are present. Director Cole is absent. Also present are GM Flood, AGM Dyer, EA Vieira and Counsel McNulty.

3. PLEDGE OF ALLEGIANCE

President Hajas led the Pledge of Allegiance.

4. AGENDA CONFIRMATION

Confirmed as presented.

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 August 23, 2023 Board Meeting.
[8 23 2023 Min.pdf](#)

The Consent Agenda was offered by Director Kaiser, seconded by Director Brennan and adopted by the following roll call vote:

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

7. ACTION ITEMS

7.a. Review and possible action on the Casitas MWD 10-year Capital Replacement/Improvement Matrix.
a. Review of the Casitas MWD 10-year matrix
b. Adopt a resolution regarding the Casitas MWD 10-year Capital Improvement Matrix as the Casitas MWD 10-year Capital Improvement Plan.
[Board Memo for Casitas MWD CI Matirx 091323.pdf](#)

[Resolution Adopting Capital Improvement Plan 2024-2033 091323 ATT1.pdf](#)

The resolution was offered by Director Kaiser, seconded by Director Bergen and adopted by the following roll call vote:

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

Resolution is numbered 2023-15

7.b. Discussion and possible action on Casitas MWD's Draft 2023 Water Rate Study.

- a. Draft study discussion.
- b. Schedule water rates hearing for December 13, 2023.
- c. Direct staff to send out the required notices.

[Board Memo Proposed Water Rates](#)

[091323.pdf Draft Water Rate Notice 09-13-](#)

[2023 ATT1.pdf rate study comments 9-12-](#)

[2023 final \(1\).pdf](#)

[Responses to Neil Cole's Sept 12 letter to Board.pdf](#)

AGM Dyer presented the board with information on the rate study. Public Comments were made by Gina Dorrington, Ventura Water GM, Jim Finch, Burt Handy, Emily Ayala and Bruce Kuebler.

On the motion of Director Kaiser, seconded by Director Berge, the above recommended actions were approved by the following roll call vote:

AYES:	Directors:	Bergen, Kaiser, Hajas
NOES:	Directors:	Brennan
ABSENT:	Directors:	Cole

7.c. Approve an amendment to Bartle and Wells Associate's contract in the amount of \$29,665 for water rate study services.

[Board Memo Bartle Wels Water Rate Study Contract Amendment 091323.pdf](#)

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

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

7.d. Authorize a budget of \$200,000 for FY 23-24 Paving (Specification No. 23-460).

[Board Memo_Authorize Budget Paving.pdf](#)

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

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

- 7.e. Award Contract for LCRA Paving FY 23-24, authorize additional budget, and approve Change Order No. 1.
[Board Award Memo 23-465.pdf](#)
[20230913_Change Order 1.pdf](#)
[Detail Bid Evaluation 23-465.pdf](#)

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

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

- 7.f. Authorize General Manager to sign Task Order for Yeh and Associates for geotechnical services during construction for Emergency Generator at Rincon PumpPlant, Spec No. 21-447 in the amount of \$44,457.
[Board Memo_Emergency Generators 20230913.pdf](#)
[221-349 CS Casitas Rincon Emergency Generator_Yeh Proposal.pdf](#)

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

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

8. INFORMATION ITEMS

- 8.a. State Water Project Intertie Report.
[SWP Intertie Project Cost 8-31-23.pdf](#)
- 8.b. CFD 2013 Report.
[CFD 2013-1 Project Cost 8-31-2023.pdf](#)
- 8.c. Adjudication Charges Report.
[Adjudication Charges YTD 8.31.23.pdf](#)
- 8.d. Consumption Report for July 2023.
[Consumption 2023-2024.pdf](#)
- 8.e. Investment Report.
[Investment Report FY2024 August.pdf](#)
- 8.f. Finance Committee Minutes.
[Special Finance Committee Minutes 090123.pdf](#)

The information items were received.

9. GENERAL MANAGER COMMENTS

GM Flood reported that Joe Evans was named as a Paul Harris Fellow, bestowed by Rotary for non-members exemplary community service.

10. BOARD OF DIRECTOR REPORTS ON MEETINGS ATTENDED

Director Brennan reported sitting in as an alternate for AWA.

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

None

12. ADJOURNMENT

President Hajas adjourned the meeting at 6:15 p.m.

Mary Bergen, Secretary

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS

FROM: MICHAEL FLOOD, GENERAL MANAGER

SUBJECT: APPROVE COOPERATIVE AGREEMENT FOR MAINTENANCE OF STREAM GAGE EQUIPMENT

DATE: 10/11/2023

RECOMMENDATION:

- Authorize General Manager to Execute Cooperative Agreement for Maintenance of Stream Gage Equipment at Certain Locations in the Ventura River Watershed with Ventura County Public Works Watershed Protection District

BACKGROUND:

Casitas, in cooperation with the Ventura County Watershed Protection District (District) and the U.S. Geological Service (USGS), collects hydrology data on the Ventura County Watershed as shown in Table 1.

**Table 1
Hydrology Stations**

Type	Location	Agency
Reservoir	Casitas Dam	Casitas
Reservoir	Matilija Dam	VCWPD
Rainfall and Evaporation	LCRA	Casitas
Rainfall and Evaporation	Casitas Dam	Casitas
Rainfall	Matilija Dam	VCWPD
Rainfall	Thacher School	VCWPD
Streamflow	Matilija Creek at Matilija Hot Springs	Casitas/VCWPD
Streamflow	Ventura River Near Meiners Oaks	Casitas
Streamflow	Robles-Casitas Canal	Casitas
Streamflow	Ventura River near Ventura (Foster Park)	USGS
Streamflow	North Fork Matilija at Matilija Hot Springs	VCWPD
Streamflow	San Antonio Creek at Old Creek Road	VCWPD
Streamflow	Santa Ana Creek near Oak View	Casitas/VCWPD
Streamflow	Coyote Creek near Oak View	Casitas/VCWPD

There are numerous related gaging stations Casitas monitors and maintains. Two such stations are included in the attached cooperative agreement:

- Matilija Creek at Matilija Hot Springs Stream Gage
- Casitas Dam Reservoir Level Gage

The agreement establishes a working agreement between the District and Casitas regarding maintenance, recording, collecting, and transmitting of data for the gages of interest.

Repair and replacement of the gages are at the District's sole discretion and the cost shall be paid by Casitas, provided the District obtains Casitas' prior approval for any repair or replacement the cost of which is reasonably estimated to exceed \$500.

Either party has the ability to terminate the agreement with 60 days prior written notice to the other party.

FINANCIAL IMPACT:

The annual budget anticipated for maintenance of these gaging stations is \$2,500 and is included in the Engineering Department's annual budget.

Attachment: Cooperative Agreement for Maintenance of Stream Gage Equipment at Certain Locations in the Ventura County Watershed dated September 28, 2023

**COOPERATIVE AGREEMENT FOR MAINTENANCE OF STREAM GAGE EQUIPMENT AT
CERTAIN LOCATIONS IN THE VENTURA RIVER WATERSHED**

This Cooperative Agreement (Agreement) is made this _____ day of _____, 2023, and entered into by and between the Ventura County Watershed Protection District (hereinafter referred to as “the District”) and Casitas Municipal Water District (hereinafter referred to as “Casitas”).

RECITALS

WHEREAS, Casitas currently maintains a stream gage at Matilija Creek and Casitas Dam for lake level; Matilija Creek gage is accessed from Matilija Hot Springs Road and the Casitas Dam site is accessed from Casitas Vista Road; and

WHEREAS, Casitas has a need for stream flow data at Matilija Creek and lake level data at Casitas dam; and

WHEREAS, the gages for Casitas must have the capability to measure continuously in order to create a complete annual record; and

WHEREAS, the District will benefit from the stream and lake level gages for the District’s Flood Warning System and that will provide stream discharge data for use in the District’s watershed modeling efforts;

NOW, THEREFORE, Casitas and the District enter into this Agreement to provide for the maintenance of stream gages in the Ventura River Watershed.

**ARTICLE 1
PURPOSE, TERM, TERMINATION AND AMENDMENTS**

The purpose of the Agreement is to establish a working agreement between parties with regard to maintenance of stream gages located in the Ventura River Watershed, and the recording, collecting, and transmitting of data from those gages.

The term of this Agreement shall commence on the day and date written above and shall be effective until either party elects to terminate the Agreement. Written notice of termination shall be given no less than sixty (60) days prior to the proposed termination date.

Any substantive amendment, modification, extension, or variation of terms of the AGREEMENT shall be in writing and shall be signed by an authorized representative of both parties.

**ARTICLE 2
RESPONSIBILITIES OF THE PARTIES**

A. The DISTRICT shall:

1. Use the District's ALERT System to transmit real-time data from Matilija Creek and Casitas Dam gages which data shall be made available through the Internet.
2. Perform routine maintenance on, measure stream flow to an accuracy of 0 cfs (Matilija Creek only) and download data from both sites a minimum of twice a year. Provided hydrological conditions are such to provide safe access, District shall endeavor to complete all maintenance and repairs within thirty (30) days after receipt of notice.
3. Repair and replace the gages as needed in the District's sole discretion, the cost of which shall be paid by Casitas, provided that the District shall obtain Casitas's prior approval for any repair or replacement the cost of which is reasonably estimated to exceed \$500.
4. Provide data from the Matilija Creek and Casitas Dam gages to Casitas in the raw form of gage heights, and include copies of all measurements made during the water year.
5. Create initial rating tables and share with Casitas all equations used on such tables and any updates thereto.
6. District shall permit Casitas to install its own transmitter and communication equipment at the gaging sites and provide power to operate the same, (ii) provide Casitas with unrestricted access to view and download gage readings at the gage site and (iii) provide Casitas with the ability to store transmitting equipment in the gage panel.

B. CASITAS shall:

1. Pay within thirty (30) days of receipt of an invoice, the District's actual costs for repair or replacement of any equipment on Casitas's gages that may be damaged or faulty in any way for whatever reason.

ARTICLE 3 ADMINISTRATION AND FUNDING

This Agreement shall be jointly administered by the parties, and each party's administrative activities hereunder shall be regarded as in-kind services independently funded by and performed at the discretion of the parties. The costs for all work by the District shall be duly documented and such documentation submitted to Casitas with each invoice. Casitas agrees to pay the District within thirty (30) days of the receipt of an invoice detailing costs required to be reimbursed under this Agreement.

ARTICLE 4 MISCELLANEOUS PROVISIONS

4.1 APPROVAL BY PARTIES: This Agreement and any amendments thereto shall not be binding on either party unless approved by its authorized representatives.

4.2 COMPLETE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. No prior oral or written understandings or agreements between the parties with respect to the subject matter of this

Agreement are incorporated herein and any such understandings or agreements are entirely superseded by this Agreement.

4.3 NO THIRD PARTY BENEFICIARY: Except as expressly set forth herein, this Agreement is not intended to benefit any person or entity not a party hereto.

4.4 INTERPRETATION: This Agreement shall be interpreted and construed reasonably and neither for nor against any of the parties, regardless of the degree to which had either party participated in its drafting.

4.5 SEVERABILITY: If any term, provision, covenant, or condition of this Agreement is determined by a court of competent jurisdiction to be invalid, void or enforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

4.6 INDEPENDENT CONTRACTORS: The parties agree that they are, and at all times shall be, independent contractors of, and not the agent of the other.

4.7 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

4.8 NONDISCRIMINATION: In the performance of this Agreement, the parties shall abide by all applicable federal, state and local laws, regulations, or ordinances pertaining to discrimination and shall not discriminate against any person, customer, servant or employee on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

4.9 INTELLECTUAL PROPERTY: By entering into this Agreement no party is deemed to be transferring any intellectual property rights, including but not limited to proprietary information, patents and trademarks. Each party shall respect the intellectual property rights of the other, and shall not disclose any confidential information without prior written consent of the party that has developed the confidential information.

4.10 NOTICES: All notices or correspondence under the Agreement shall be given to the following addresses and shall be deemed delivered on the date of actual delivery or on the third business day after the date of mailing:

CASITAS: Director
Casitas Municipal Water District
1055 Ventura Avenue
Oak View, CA 93022

DISTRICT: Director
Ventura County Watershed Protection District
800 South Victoria Avenue
Ventura, CA 93009-1610

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Casitas Municipal Water District

_____ Date _____
By:

Ventura County Watershed Protection District



_____ Date: 9/28/2023
By: Glenn Shephard
Director, Watershed Protection District

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: APPROVE COOPERATIVE AGREEMENT FOR MAINTENANCE OF STREAM
GAGE EQUIPMENT
DATE: 10/11/2023

RECOMMENDATION:

- Authorize General Manager to Execute Memorandum of Agreement for Robles Diversion and Fish Passage Facility Preliminary Design with Ventura County Watershed Protection District

BACKGROUND:

The Ventura County Watershed Protection District's (VCWPD) Matilija Dam Ecosystem Restoration Project (MDERP) will impact Casitas' Robles Diversion Facility and Fish Passage Facility (Robles). In particular, the dam removal will bring sediment and debris to Robles and impact operations related to fish passage and diversions. Casitas staff have been participating in discussions regarding dam removal for many years.

The Robles Working Group (RWG) was created to focus specifically on Robles and discuss alternatives to mitigate impacts. The VCWPD received a grant from the State Coastal Conservancy, which can be used to cover District staff time related to MDERP and RWG preliminary design activities.

Casitas provided an estimate to VCWPD for staff time related to these activities in the amount of \$63,193.92. Reimbursement will be retroactive to July 1, 2023. The attached Memorandum of Agreement includes the terms of reimbursement. VCWPD will also present to the Ventura County Board of Supervisors for approval by the end of the year.

FINANCIAL IMPACT:

The District will invoice VCWPD for staff time expended.

Attachment: Memorandum of Agreement for Robles Diversion and Fish Passage Facility Preliminary Design with Ventura County Watershed Protection District

**MEMORANDUM OF AGREEMENT
ROBLES DIVERSION AND FISH PASSAGE FACILITY PRELIMINARY DESIGN
BETWEEN
CASITAS MUNICIPAL WATER DISTRICT
AND
VENTURA COUNTY PUBLIC WORKS WATERSHED PROTECTION DISTRICT
WP-1-2023-0X**

THIS AGREEMENT is made and entered into this ___ day of December 2023, by and between the **Casitas Municipal Water District** (herein referred to as “Casitas”), and **Ventura County Watershed Protection District** (hereafter referred to as “District”).

RECITALS

WHEREAS, District is planning to remove the obsolete Matilija Dam as a component of the Matilija Dam Ecosystem Restoration Project (MDERP), a watershed-scale dam removal initiative; and

WHEREAS, Casitas operates the Robles Diversion and Fish Passage Facility (Robles) located 2 river miles downstream from Matilija Dam and the removal of Matilija Dam and the downstream release of reservoir sediment will directly affect the operations of Robles; and

WHEREAS, Casitas and the District have been working cooperatively to address downstream sediment issues at Robles as members of the Robles Working group (RWG), including the selection of a design consultant to develop a preliminary design for structural and operational improvements to address the restored sediment regime from the eventual upstream removal of Matilija Dam to be transported through Robles (PROJECT) as set forth in Contract AE 23-045 (Exhibit 1); and

WHEREAS, Casitas has staff with the knowledge and resources to locate, retrieve and interpret pertinent data, coordinate the installation and operation of monitoring devices and programs, and ability to provide their operational knowledge critical to advancing the Project; and

WHEREAS, Casitas’ estimated staff costs for early support of the PROJECT as shown in the attached Exhibit 2 totals \$63,193.92, which funds are available from State Coastal Conservancy (SCC) grant SC22-006 for project management; and

WHEREAS, District intends to reimburse Casitas’ for expended staff costs upon receipt of invoices and records directly attributable to the PROJECT for the period beginning July 1, 2023 up to the amount shown in Exhibit 2;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, the parties agree as follows:

A. DISTRICT agrees to:

1. Cause the preparation of and manage PROJECT.
2. Reimburse Casitas for staff time directly attributable to PROJECT promptly upon receiving and verifying invoices and records up to the amount shown in Exhibit 2.

B. Casitas agrees to:

1. Provide technical support and services related to locating, retrieving and interpreting pertinent data, coordinate the installation and operation of monitoring devices and programs, and provide operational knowledge critical to advancing the PROJECT.
2. Promptly invoice and provide supporting documentation of staff time directly attributable to the PROJECT.

C. HOLD HARMLESS AND INDEMNIFICATION:

1. CASITAS agrees to indemnify, defend, and hold harmless DISTRICT, its agents, officials, officers, representatives, and employees, from and against all claims, lawsuits, liabilities, or damages of whatever nature arising out of or in connection with, or relating in any manner to any wrongful act or omission of CASITAS, its agents, employees, subcontractors, and employees thereof, pursuant to the performance or non-performance of this AGREEMENT.
2. DISTRICT agrees to indemnify, defend, and hold harmless CASITAS, its agents, officials, officers, representatives, and employees, from and against all claims, lawsuits, liabilities, or damages of whatever nature arising out of or in connection with, or relating in any manner to any

wrongful act or omission of DISTRICT, its agents, employees, subcontractors, and employees thereof, pursuant to the performance or non-performance of this AGREEMENT.

- D. ENTIRE AGREEMENT. This AGREEMENT contains the entire agreement of the Parties hereto with respect to the matters contained herein, and supersedes any prior agreement or understanding, oral or written. This AGREEMENT may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment.

- E. ASSIGNMENT. This AGREEMENT may not be assigned by either Party without the written consent of the other, which consent shall not be unreasonably withheld, and any assignment without such written consent shall be void.

- F. NOTICES. All notices must be given in writing, delivered in person, by telecopier, commercial courier, or registered or certified mail. All notices will be deemed given on the date personally delivered or transmitted by telecopy, or 24 hours after delivery to any commercial courier for overnight delivery, or 48 hours after deposit into the United States Mail. Notices must be addressed to the Parties at the following addresses, unless timely changed by a written notice delivered to the other Party.

TO DISTRICT:

VENTURA COUNTY WATERSHED PROTECTION DISTRICT

800 South Victoria Avenue

Ventura, CA 93009-1600

Attention: Glenn Shephard, Director

Ph: (805) 654-2040

TO CASITAS:

CASITAS MUNICIPAL WATER DISTRICT

1055 Ventura Ave

Oak View, CA, 93022 Attention: Mike Flood, General Manager

Ph: (805) 649-2251

G. INTERPRETATION. This AGREEMENT will be construed under the laws of the State of California and will not be strictly construed for or against either Party as a result of their joint preparation of this AGREEMENT.

H. NO IMPLIED AGENCY. No Party to this AGREEMENT is the agent of the other Party and nothing in this AGREEMENT may be construed as permitting or authorizing either Party to this AGREEMENT to act in any capacity as an agent of the other. Furthermore, nothing in this AGREEMENT may be construed as creating a partnership or joint venture between the Parties. Notwithstanding the foregoing, the Parties acknowledge that they are undertaking the PROJECT for their mutual benefit, and the Parties agree to execute such further agreements and documents and take such further actions as may be reasonably necessary to implement this AGREEMENT.

I. NO THIRD PARTY BENEFICIARY. Except as expressly set forth herein, this AGREEMENT is not intended to benefit any person or entity not a party hereto.

IN WITNESS WHEREOF, the undersigned authorized representatives of the Parties have executed this AGREEMENT, which shall be effective on the date last signed below.

VENTURA COUNTY WATERSHED PROTECTION DISTRICT

Jeff Pratt, Director Public Works Agency

Dated

CASITAS MUNICIPAL WATER DISTRICT

Mike Flood, General Manager

Dated

ATTEST: _____

Dated

Central Services
Joan Araujo, Director

Engineering Services
Christopher Cooper, Director

Roads & Transportation
Christopher Kurgan, Director

Water & Sanitation
Joseph Pope, Director

Watershed Protection
Glenn Shephard, Director

May 24th, 2023

Northwest Hydraulic Consultants, Inc.
80 S. Lake Avenue, Suite 800
Pasadena, CA 91101

Attn: Ed Wallace

Subject: Transmittal of the Notice to Proceed and Signed Contract for:
Robles Diversion Facility Preliminary Design
AE Number: 23-045

Attached is a copy of your executed contract for subject project. This letter will also serve as your Notice to Proceed. Ensure you review the terms of your contract paying attention to the project schedule in Exhibit B.

Contact the Project Manager, Kirk Norman, at 654-2017 on all matters relating to this project. In accordance with the contract all billings should be emailed to PWA.consultantinvoices@ventura.org.

All invoices requiring payment must be accompanied by a signed copy of the Consultant Services Invoice Form attached. If your payment is based on hourly rates, then personnel time records must also be submitted with your form.

If you have any questions, please contact Karen Goodman at (805) 477-7284 or karen.goodman@ventura.org.

Sincerely,



Christopher E. Cooper
Director Engineering Services

CEC:kng

PROFESSIONAL SERVICES CONTRACT AE23-045
with Northwest Hydraulic Consultants, Inc.

Robles Diversion Facility Preliminary Design (Project No: P6081926/P6081924)

This contract is made and entered into this 25th day of April 2023 by and between the Ventura County Watershed Protection District, hereinafter referred to as AGENCY, and Northwest Hydraulic Consultants, Inc., hereinafter referred to as CONSULTANT, regarding CONSULTANT's performance of the work and services described in Exhibit A hereto (the "Work"). CONSULTANT, or a principal of the firm, is registered, licensed, or certified by the State of California as a Civil Engineer, number 32301.

In consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Work; Standard of Performance

AGENCY hereby retains CONSULTANT to perform the Work described in Exhibit A hereto. The Work shall be performed in accordance with the terms and conditions of this contract and the County of Ventura Public Works Agency Consultant's Guide to Ventura County Procedures ("Guide") as amended from time to time, which is on file in the office of the Public Works Agency, and which by reference is made a part hereof. This contract shall take precedence over the Guide in case of conflicting provisions; otherwise they shall be interpreted together. In performing the Work CONSULTANT shall exercise the degree of skill and care customarily exercised by professionals in the State of California when providing similar services with respect to similarly complex work and projects.

2. Time Schedule

All Work and any portion thereof separately identified shall be completed within the time provided in the "Time Schedule" attached hereto as Exhibit B. AGENCY will issue a suspension of the contract time if CONSULTANT is delayed by any public agency reviewing documents produced by CONSULTANT under this contract, or solely due to acts or omissions of AGENCY, provided that CONSULTANT promptly notifies AGENCY in writing of such delays.

3. Fees and Payments

Payment shall be made monthly, or as otherwise provided, on presentation of a completed AGENCY Consultant Services Invoice Form in accordance with the "Fees and Payment" provisions attached hereto as Exhibit C.

4. Termination

AGENCY retains the right to terminate this contract for any reason prior to completion of the Work upon five days written notice to CONSULTANT. Upon termination, AGENCY shall pay CONSULTANT for all Work performed prior to such termination, provided however, that such charges shall not exceed the maximum fee specified in Exhibit C for completion of any separately identified task/phase of the Work which, at the time of termination, has been started by request of AGENCY, plus the outstanding amount of contract retention withheld to date.

5. Right to Review

AGENCY shall have the right to review the Work at any time during AGENCY's usual working hours. Review, checking, approval or other action by the AGENCY shall not relieve CONSULTANT of CONSULTANT's responsibility for the accuracy and completeness of the Work.

6. Work Product

On completion or termination of the contract, AGENCY shall be entitled to immediate possession of, and CONSULTANT shall promptly furnish, on request, all reports, drawings, designs, computations, plans, specifications, correspondence, data and other work product prepared or gathered by CONSULTANT arising out of or related to the Work (collectively, "Work Product"). AGENCY has a royalty-free

nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and authorize others to use, Work Product for government purposes. CONSULTANT may retain copies of the Work Product for its files. Work Product prepared by CONSULTANT pursuant to this contract shall not be modified by AGENCY unless CONSULTANT's name, signatures and professional seals are completely deleted. CONSULTANT shall not be responsible for any liabilities to AGENCY for the use of such Work Product that is modified by persons other than CONSULTANT. CONSULTANT is authorized to place the following statement on the drawings, specifications and other Work Product prepared pursuant to this contract:

"This drawing [or These specifications], including the designs incorporated herein, is [are] an instrument of professional service prepared for use in connection with the project identified hereon under the conditions existing on [date]. Any use, in whole or in part, for any other project without written authorization of [CONSULTANT's name] shall be at the user's sole risk."

7. Errors and Omissions

Without limiting AGENCY's other available remedies, if a construction change order is required for the subject project as a proximate result of an error or omission of CONSULTANT in the preparation of the construction or survey documents pursuant to this contract, regardless of whether or not such error or omission was the result of negligence, the necessary amendment or supplement to the construction documents required for such change order shall be made by CONSULTANT at no additional charge to AGENCY.

8. Correction of Work

If any Work performed by CONSULTANT does not conform to the requirements and professional standards of this contract, AGENCY may require CONSULTANT to correct the Work until it conforms to said requirements and standards at no additional cost to AGENCY. AGENCY may withhold payment for disputed Work until CONSULTANT correctly performs the Work or the dispute is otherwise resolved in accordance with this contract. When the Work to be performed is of such a nature that CONSULTANT cannot correct its performance, AGENCY may reduce the CONSULTANT's compensation to reflect the reduced value of the Work received by AGENCY. If CONSULTANT fails to promptly correct non-conforming Work, AGENCY may have the Work performed by a third party in conformance with the requirements and professional standards of this contract and charge CONSULTANT, or withhold from payments due CONSULTANT, any costs AGENCY incurs that are directly related to the performance of the corrective work. AGENCY shall not unreasonably withhold or reduce payment for CONSULTANT's Work under this section.

9. Subconsulting

With the prior written consent of AGENCY, CONSULTANT may engage the professional services of subconsultants for the performance of a portion of the Work ("Subconsultants"). CONSULTANT shall be fully responsible for all Work performed by Subconsultants which must be performed in accordance with all terms and conditions of this contract. All insurance requirements set forth in section 13 below, "Insurance Requirements," shall apply to each Subconsultant, except to the extent such requirements are modified or waived in writing by AGENCY. CONSULTANT shall ensure that each Subconsultant obtains and keeps in force and effect during the term of this contract the required insurance.

10. Independent Contractor

a. No Employment Relationship. CONSULTANT is an independent contractor, and no relationship of employer and employee is created by this contract. Neither CONSULTANT nor any of the persons performing services for CONSULTANT pursuant to this contract, whether said person be a principal, member, partner, officer, employee, agent, volunteer, associate, Subconsultant or otherwise of CONSULTANT, will have any claim under this contract or otherwise against AGENCY for any salary, wages, sick leave, vacation pay, retirement, social security, workers' compensation, disability,

unemployment insurance, federal, state or local taxes, or other compensation, benefits or taxes of any kind. AGENCY is not required to make any deductions from the compensation payable to CONSULTANT under the provisions of this contract. CONSULTANT shall be solely responsible for self-employment Social Security taxes, income taxes and any other taxes levied against self-employed persons. CONSULTANT does not assign such obligation to AGENCY for collection or administration except as may be required by federal and state law.

b. No AGENCY Control of Means and Methods of Performance. Except as otherwise provided in this contract, AGENCY will have no control over the means or methods by which CONSULTANT will perform services under this contract, provided, however, that CONSULTANT will perform services hereunder and function at all times in accordance with approved methods of practice in the professional specialty of CONSULTANT.

c. Third Parties Employed by CONSULTANT. If, in the performance of this contract, any third parties (including, without limitation, Subconsultants) are employed by CONSULTANT, such third parties will be entirely and exclusively under the direction, supervision and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, and other applicable requirements of law will be the responsibility of and determined by CONSULTANT, and AGENCY will have no right or authority over such third parties or the terms of such employment, except as provided in this contract.

d. Compliance with Workers' Compensation Laws. CONSULTANT will comply with all applicable provisions of the Workers Compensation Insurance and Safety Act of the State of California (codified as amended commencing at Labor Code section 3200), including, without limitation, divisions 4 and 5 of the California Labor Code, and all amendments thereto, and all applicable similar state and federal acts or laws, and will indemnify and hold harmless AGENCY from and against all Third Party Claims (defined elsewhere herein) presented, brought or recovered against AGENCY, for or on account of any liability under any of said laws which may be incurred by reason of any services to be performed under this contract.

e. Indemnity for Claims of Employer-Employee Relationship. CONSULTANT agrees to defend, through attorneys approved by AGENCY, indemnify and hold harmless AGENCY and its boards, agencies, departments, officers, employees, agents and volunteers from and against any and all Third-Party Claims (defined elsewhere herein) made against AGENCY based upon any contention by any third party that an employer-employee relationship exists by reason of this contract. CONSULTANT further agrees to hold AGENCY harmless from and to compensate AGENCY for any Third-Party Claims against AGENCY for payment of state or federal income or other tax obligations relating to CONSULTANT's compensation under the terms of this contract. CONSULTANT will not settle or otherwise compromise a Third-Party Claim covered by this subsection without AGENCY's advance written approval. This subsection does not apply to any penalty imposed by any governmental agency that is not caused by or the fault of CONSULTANT.

11. Duty of Loyalty; Conflicts of Interest

- a. CONSULTANT owes AGENCY a duty of undivided loyalty in performing the Work under this contract, including the obligation to refrain from having economic interests and participating in activities that conflict with AGENCY's interests with respect to the Work and subject project. CONSULTANT shall take reasonable measures to ensure that CONSULTANT and its principals, officers, employees, agents and Subconsultants do not possess a financial conflict of interest with respect to the Work and subject project. CONSULTANT shall promptly inform AGENCY of any matter that could reasonably be interpreted as creating a conflict of interest for CONSULTANT with respect to the Work and subject project. This section is not intended to modify the standard of performance as set forth in Section 1.

- b. CONSULTANT acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that principals, officers, employees and agents of consultants retained by a public agency may be deemed "public officials" subject to the Act if they make or advise AGENCY on decisions or actions to be taken by AGENCY. To the extent AGENCY determines that the Act applies to CONSULTANT or its principals, officers, employees or agents, each designated person shall abide by the Act, including the requirement for public officials to prepare and file statements disclosing specified economic interests, as directed by AGENCY. In addition, CONSULTANT acknowledges and shall abide by the contractual conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.
- c. During the term of this contract CONSULTANT shall not employ or compensate AGENCY's current employees.

12. Defense and Indemnification

CONSULTANT agrees to defend, through attorneys approved by AGENCY, indemnify and hold harmless AGENCY and the County of Ventura (if not defined as AGENCY), and their boards, agencies, departments, officers, employees, agents and volunteers (collectively, "Indemnitee") from and against any and all claims, lawsuits, judgments, debts, demands and liability (including attorney fees and costs) (collectively, "Third Party Claims"), including, without limitation, those arising from injuries or death of persons and/or damage to property, that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT or its principals, officers, employees, agents or Subconsultants in the performance of this contract. This indemnity provision does not apply to Third Party Claims arising from the sole negligence or willful misconduct of Indemnitee or to the extent caused by the active negligence of Indemnitee. CONSULTANT is not responsible for costs of defense that exceeds its proportionate percentage of fault and to the extent CONSULTANT paid costs of defense in excess of its proportionate percentage of fault before such percentage was determined, it is entitled to reimbursement in accordance with Civil Code section 2782.8, subdivision (a). CONSULTANT shall not settle or otherwise compromise a Third-Party Claim covered by this section without AGENCY's advance written approval.

13. Insurance Requirements

- a. Without limiting CONSULTANT's duty to defend and indemnify AGENCY as required herein, CONSULTANT shall, at CONSULTANT's sole cost and expense and throughout the term of this contract and any extensions hereof, carry one or more insurance policies that provide at least the following minimum coverage:
 - i. Commercial general liability insurance shall provide a minimum of \$1,000,000.00 coverage for each occurrence and \$2,000,000.00 in general aggregate coverage.
 - ii. Automobile liability insurance shall provide a minimum of either a combined single limit (CSL) of \$1,000,000.00 for each accident or all of the following: \$250,000.00 bodily injury (BI) per person, and \$500,000.00 bodily injury per accident, and \$100,000.00 property damage (PD). Automobile liability insurance is not required if CONSULTANT does no traveling in performing the Work.
 - iii. Workers' compensation insurance in full compliance with California statutory requirements for all employees of CONSULTANT in the minimum amount of \$1,000,000.00. This workers' compensation insurance requirement may only be waived by AGENCY in writing if CONSULTANT is a sole proprietor with no employees and CONSULTANT provides AGENCY with evidence of such before commencing any work under the contract.

PROFESSIONAL SERVICES CONTRACT AE23-045

- iv. Professional liability (errors and omissions) insurance shall provide a minimum of \$1,000,000.00 coverage per claim and \$2,000,000.00 in annual aggregate coverage.

If CONSULTANT maintains higher limits than the minimums shown above, AGENCY requires and shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to AGENCY.

- b. With respect to any coverage written on a "claims made" basis, CONSULTANT shall, for three years after the date when this contract is terminated or completed, maintain such policy with a retroactive date that is on or before the start date of contract services or purchase an extended reporting period endorsement (tail coverage). AGENCY may withhold final payments due until satisfactory evidence of the continued maintenance of such policy or the tail coverage is provided by CONSULTANT to AGENCY. Such policy shall allow for reporting of circumstances or incidents that may give rise to future claims.
- c. CONSULTANT shall notify AGENCY immediately if CONSULTANT's general aggregate of insurance is exceeded by valid litigated claims in which case additional levels of insurance must be obtained to maintain the above-stated requirements. All required insurance shall be written by a financially responsible company or companies authorized to do business in the State of California. CONSULTANT shall notify AGENCY of any and all policy cancellations within three working days of the cancellation.
- d. The commercial general liability policy shall name AGENCY and the County of Ventura (if not defined as AGENCY) and their respective officials, employees, and agents as additional insureds ("Additional Insureds"). All required insurance shall be primary coverage as respects the Additional Insureds, and any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance coverage and shall not contribute to it. Coverage shall apply separately to each insured, except with respect to the limits of liability, and an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds. Additional Insured coverage shall include both ongoing and completed operations. In the case of policy cancellation, AGENCY shall be notified by the insurance company or companies as provided for in the policy.
- e. CONSULTANT hereby waives all rights of subrogation against AGENCY, the County of Ventura, all special districts governed by the Board of Supervisors, and each of their boards, directors, employees and agents for losses arising directly or indirectly from the activities or Work under this contract. The commercial general liability, automobile liability and workers' compensation policies shall contain a provision or endorsement needed to implement CONSULTANT's waiver of these rights of subrogation.
- f. Prior to commencement of the Work, CONSULTANT shall furnish AGENCY with certificates of insurance and endorsements effecting all coverage required hereunder. Copies of renewal certificates and endorsements shall be furnished to AGENCY within 30 days of the expiration of the term of any required policy. CONSULTANT shall permit AGENCY at all reasonable times to inspect any policies of insurance required hereunder.
- g. Each insurance policy required above shall state that coverage shall not be canceled except with notice to AGENCY.

14. Claims and Disputes

- a. Administrative Review. Prior to filing a complaint in arbitration against AGENCY seeking payment of money or damages regarding the Work, an extension of contract time, or an interpretation or adjustment of the terms of this contract, including "pass-through" claims

asserted by CONSULTANT on behalf of a Subconsultant (collectively referred to hereinafter as "claim"), CONSULTANT shall first exhaust its administrative remedies by attempting to resolve the claim with AGENCY's staff in the following sequence: 1) Project Manager, 2) Deputy Director of Public Works ("Department Director") and 3) Director of Public Works Agency ("Agency Director"). CONSULTANT shall initiate the administrative review process no later than 30 days after the claim has arisen by submitting to the Project Manager a written statement describing each claim and explaining why CONSULTANT believes AGENCY is at fault, as well as all correspondence and evidence regarding each claim. CONSULTANT may appeal the decision made by the Project Manager to the Deputy Director and may appeal the decision made by the Deputy Director to the Agency Director, provided that AGENCY receives such appeal in writing no later than seven days after the date of the decision being appealed. If CONSULTANT does not appeal a decision to the next level of administrative review within this seven-day period, the decision shall become final and binding and not subject to appeal or challenge.

- b. Arbitration. All CONSULTANT claims not resolved through the administrative review process stated above shall be resolved by arbitration unless AGENCY and CONSULTANT agree in writing, after the claim has arisen, to waive arbitration and to have the dispute litigated in a court of competent jurisdiction. Arbitration shall be pursuant to article 7.1 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code and the regulations promulgated thereto, chapter 4 (commencing with section 1300) of division 2 of title 1 of the California Code of Regulations (collectively, "Rules for Public Works Contract Arbitrations"). Arbitration shall be initiated by a complaint in arbitration prepared, filed and served in full compliance with all requirements of the Rules for Public Works Contract Arbitrations. CONSULTANT consents and agrees that AGENCY may join it as a party to any arbitration involving third party claims asserted against AGENCY arising from or relating to any Work performed by CONSULTANT hereunder.

15. Compliance with Laws and Regulations; Permits and Licenses

CONSULTANT shall perform its obligations hereunder in compliance with all applicable federal, state, and local laws and regulations. CONSULTANT certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to AGENCY, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its principals, officers, employees, agents and Subconsultants to comply with all applicable statutes, ordinances, and regulations, or other laws, that apply to performance of the Work. AGENCY is entitled to review and copy all such applications, permits, and licenses which CONSULTANT shall promptly make available upon AGENCY's request.

16. Prevailing Wage Requirements

Certain work to be performed under this contract may be considered "public works" subject to prevailing wage, apprenticeship and other labor requirements of Labor Code division 2, part 7, chapter 1, section 1720 et seq. Such public works may include work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. CONSULTANT is solely responsible for determining whether the Work, or any portion thereof, is subject to said requirements, and for complying with all such requirements that apply. All such public works projects are subject to compliance monitoring by the California Department of Industrial Relations (DIR). AGENCY has obtained from the DIR general prevailing wage determinations for the locality in which the Work is to be performed that are on file with AGENCY's Public Works Agency and are available upon request. CONSULTANT is responsible for posting job site notices as prescribed by regulation pursuant to Labor Code section 1771.4(a)(2). CONSULTANT acknowledges that it is aware of state and federal prevailing wage and related requirements and shall comply with these requirements to the extent applicable to the Work, including, without limitation, Labor Code sections 1771 (payment of prevailing wage), 1771.1 (registration with DIR) and 1771.4 (submission of certified payrolls to Labor Commissioner).

17. Miscellaneous

- a. Entire Understanding. This contract is an integrated agreement and constitutes the final expression, and the complete and exclusive statement of the terms of, the parties' agreement with respect to the subject matter hereof. This contract supersedes all contemporaneous oral and prior oral and written agreements, understandings, representations, inducements, promises, communications or warranties of any nature whatsoever, by either party or any agent, principal, officer, partner, employee or representative of either party, with respect to the subject matter hereof. Without limiting the foregoing, CONSULTANT acknowledges that no representation, inducement, promise or warranty not contained in this contract will be valid or binding against AGENCY.
- b. No modification, waiver, amendment or discharge of this contract shall be valid unless the same is in writing and signed by duly authorized representatives of both parties.
- c. Nonassignability. CONSULTANT will not assign this contract or any portion thereof to a third party without the prior written consent of AGENCY, and any attempted assignment without such prior written consent will be null and void and will be cause, at AGENCY's sole and absolute discretion, for immediate termination of this contract. AGENCY may withhold its consent to assignment at its discretion. In the event AGENCY consents to assignment, the obligations of CONSULTANT hereunder shall be binding on CONSULTANT's assigns.
- d. Third Party Beneficiaries. Except for indemnitees under sections 10.e and 12 above, this contract does not, and the parties to this contract do not intend to, confer a third party beneficiary right of action on any third party whatsoever, and nothing set forth in this contract will be construed so as to confer on any third party a right of action under this contract or in any manner whatsoever.
- e. Time limits stated herein are of the essence.
- f. Governing Law; Venue. This contract is made and entered into in the State of California and shall, in all respects, be interpreted, governed and enforced in accordance with the laws of the State of California applicable to contracts entered into and fully to be performed therein. The venue for any action, suit, arbitration, judicial reference or other proceeding concerning this contract shall be in Ventura County, California.
- g. All notices, requests, claims, and other official communications under the contract shall be in writing and transmitted by one of the following methods:
 - (1) Personal delivery.
 - (2) Courier where receipt is confirmed.
 - (3) Registered or certified mail, postage prepaid, return receipt requested.

Such notices and communications shall be deemed given and received upon actual receipt in the case of all except registered or certified mail; and in the case of registered or certified mail, on the date shown on the return receipt or the date delivery during normal business hours was attempted. All notices and communications shall be sent to CONSULTANT at the current address on file with AGENCY for contract payment purposes, and shall be sent to AGENCY as follows:

Public Works Agency
County of Ventura L#1670
800 South Victoria Avenue
Ventura, CA 93009-1670


Either party may change its contact information by providing written notice of the change to the other party in accordance herewith.

PROFESSIONAL SERVICES CONTRACT AE23-045

- h. Further Actions. The parties hereto agree that they will execute any and all documents and take any and all other actions as may be reasonably necessary to carry out the terms and conditions of this contract.
- i. Legal Representation. Each party warrants and represents that in executing this contract, the party has relied upon legal advice from attorneys of the party's choice (or had a reasonable opportunity to do so); that the party has read the terms of this contract and had their consequences (including risks, complications and costs) completely explained to the party by the party's attorneys (or had a reasonable opportunity to do so); and that the party fully understands the terms of this contract. Each party further acknowledges and represents that the party has executed this contract freely and voluntarily without the undue influence of any person, and the party has not relied on any inducements, promises or representations made by any person not expressly set forth in this contract.
- j. No Waiver. Failure by a party to insist upon strict performance of each and every term, condition and covenant of this contract shall not be deemed a waiver or relinquishment of the party's rights to enforce any term, condition or covenant.
- k. Partial Invalidity. If any provision of this contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the parties intend, and it shall be so deemed, that the remaining provisions of this contract shall continue in full force without being impaired or invalidated in any way. If such provision is held to be invalid, void or unenforceable due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- l. Interpretation of Contract. For purposes of interpretation, this contract shall be deemed to have been drafted by both parties, and no ambiguity shall be resolved against any party by virtue of the party's participation in the drafting of the contract. Accordingly, Civil Code section 1654 shall not apply to the interpretation of this contract. Where appropriate in the context of this contract, the use of the singular shall be deemed to include the plural, and the use of the masculine shall be deemed to include the feminine and/or neuter.
- m. Counterparts. This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same contract.

CONSULTANT:

Northwest Hydraulic Consultants, Inc.



Signature

ERIK R ROWLAND, PRESIDENT

Print Name and Title



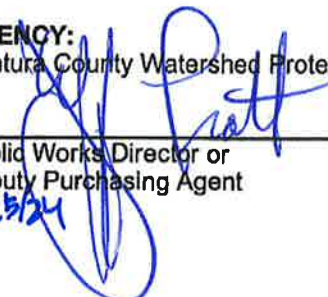
Signature

Brady McDaniel, Principal/Branch Manager

Print Name and Title

AGENCY:

Ventura County Watershed Protection District



Public Works Director or
Deputy Purchasing Agent
DEC 5/24

91-1113093

Vendor Number

EXHIBIT A - SCOPE OF WORK AND SERVICES

1. Overview of Services and Project

AGENCY has engaged CONSULTANT to provide the following services, which are more specifically described in the Basic Services section below, to assist AGENCY with the following project:

CONSULTANT shall develop, evaluate, and advance alternative improvements to the Robles Diversion Facility (Robles) that enhance volitional fish passage across a wide range of flow conditions; facilitate natural sediment transport through and/or around the Robles Facility; improve water supply reliability for fish passage and water diversions when hydrologic and permit conditions allow; and address flood risks at the Robles Facility and for the adjacent Meiners Oaks community.

CONSULTANT shall identify, refine, and develop alternatives that address the project objectives for review by the design team, describe sources of risk and uncertainty among the alternatives and the extent to which risk and uncertainty may be addressed in technical studies, conduct technical studies, and analyses of viable alternatives performance including concept development plans for comparing alternatives performance, cost, and operations and maintenance requirements, and deliver a draft and final alternatives Analysis Report with findings and recommendations.

The alternatives development, selection, and design work for the Robles Diversion Facility and Meiners Oak Flood Protection is part of the Matilija Dam Ecosystem Restoration Project and will be used to mitigate potential dam removal impacts by addressing water supply, endangered steelhead trout passage, sediment transport, and local flood protection in the alternatives analyses.

2. Basic Services

The following Basic Services shall be performed by CONSULTANT:

Task 1 – Alternatives Review and Evaluation Plan

Task 1.1 Data Review and Evaluation, and Kick-off Meeting

CONSULTANT shall review, update, and organize the available data (on a share site) and create a brief summary of the Robles History and process to date. This history shall be gathered from available materials provided by the Robles Working Group (RWG) design team, comprised of the U.S. Bureau of Reclamation (USBR), Casitas Municipal Water District (CMWD), National Marine Fisheries Service (NMFS) and others. This document shall provide a common perspective of the current starting place for the work.

CONSULTANT shall conduct a kick-off meeting with the AGENCY and key stakeholders involved in and affected by improvements at Robles including USBR, CMWD, NMFS, Resource Legacy Fund (RLF), and others to review general project objectives and initiate the project.

Task 1.2 Initial Stakeholder Outreach

CONSULTANT shall summarize and edit the alternatives and recommendations from previous work for discussion with the RWG at the beginning of this task. This information will be used to get further input on alternatives recommended for advancement and solicit any input on potentially modifying or eliminating options.

CONSULTANT shall conduct one-on-one in-person meetings interviews with key stakeholders using a scripted interview process to assess the goals, objectives, and perspectives from each organization relevant to evaluating and implementing a solution for the Robles Diversion. CONSULTANT shall conduct up to ten separate interviews in person.

The interviews shall ascertain the desired objectives, perspectives, and views on alternatives to assess the information needed for decision-making and developing a decision plan for the design team. The meetings shall be confidential in nature and content attributions will not be shared outside of each meeting.

Following completion of the interviews, CONSULTANT shall develop a summary document and presentation to share with the design team that presents themes and recommendations for the decision process, and information and communications protocols to aid alternatives evaluation and selection.

Professional Services Contract AE23-045

CONSULTANT shall develop a draft set of objectives for the design team to consider, refine, and process to consensus agreement. This information will be shared and discussed during Design Meeting #1 in Task 1.3.

CONSULTANT shall identify the key topics and uncertainties that need to be addressed and provide a brief description of how these can be assessed through analysis.

Task 1.3 Site Visit and Design Meeting #1

CONSULTANT shall conduct an in-person site visit followed by RWG Mtg #1. This meeting will kick-off this project phase with the design team, gain understanding and support for the process and timeline, and establish a common platform for alternatives analysis.

CONSULTANT shall present findings from the interviews, previous work, findings on the alternatives, and key comments to share and discuss the potential alternatives which may have evolved since previous work was completed. The findings and stakeholders' comments from previous work will be discussed to assess which alternatives are viable for advancing to Task 2.

CONSULTANT shall frame alternatives around working draft design objectives and alternatives evaluation criteria based on this meeting. CONSULTANT shall work with the design team to develop the evaluation criteria for items such as design attributes, cost, operations and maintenance, uncertainties and unknowns, performance parameters, and other parameters important to the design team. The meeting's purpose is to develop support for an alternatives analysis process and framework that enables the CONSULTANT to advance analysis tasks and development of an Alternatives Evaluation Plan.

Task 1.4 Alternatives Update, Draft Evaluation Criteria, and Workshop #1

CONSULTANT shall update the alternatives based on input from Design Mtg #1 and draft evaluation criteria as a framework to discuss and narrow alternatives, to identify data gaps and study needs, and to identify secondary criteria that are determined to be important, given the available data.

CONSULTANT shall describe sources of uncertainty and risk and the extent to which these can be addressed in technical studies, develop an assessment of which alternatives best meet the draft objectives, refine the alternatives descriptions, and define the associated studies needed to advance their evaluation.

Based on this process, the CONSULTANT shall develop elements of a draft Alternatives Evaluation Plan for discussion at Workshop # 1.

CONSULTANT shall present its findings at Workshop # 1, lead the discussion on design objectives for each alternative, key topics, and uncertainties to be addressed, technical analysis and studies needed for each alternative, and potential Alternatives Evaluation Criteria. CONSULTANT shall guide the discussion in Workshop # 1 to achieve consensus on the alternatives to be advanced and the process for evaluating the alternatives in a decision-making framework.

CONSULTANT shall identify where technical studies are not expected to sufficiently address uncertainty or answer stakeholder questions, and the design team will determine if this eliminates alternatives or if a modification to alternatives is warranted.

CONSULTANT shall allow for alternative selection decision making to occur at different stages of the evaluation process to narrow the range of alternatives, as appropriate.

Task 1.5 Draft and Final Alternatives Evaluation Plan

CONSULTANT shall prepare the Draft Alternatives Evaluation Plan based on input from Workshop #1. CONSULTANT shall Schedule Design Meeting #2 following release of the Draft Alternatives Evaluation Plan and prior to the due date for comments. CONSULTANT shall utilize Design Meeting #2 to answer questions and build consensus around the Alternatives Evaluation Plan. CONSULTANT shall ensure the design team has the opportunity to review and develop consensus on the technical analyses needed to support decision-making prior to initiation of major analysis tasks.

Following Meeting #2, and receipt of comments on the draft plan, CONSULTANT shall conduct a review meeting with AGENCY (Task 1.6) and prepare a final Alternatives Evaluation Plan.

Task 1.6. Project Management, Progress and Coordination Meetings

CONSULTANT shall conduct regular progress meetings with AGENCY and other invited stakeholders. Progress meetings for this task shall include meetings prior to design team presentations, and as necessary to provide updates on work progress or address questions regarding technical analysis or project management. Progress meetings (total of 7) shall occur in Task-1.1 (prior to Kickoff Meeting); Task 1.2 (following compilation of interview results and prior to Design Meeting #1); Task 1.4 (one to review progress and one in preparation for Workshop #1); and Task 1.5 (one in preparation for Design Meeting #2 and one for review of the draft AEP).

CONSULTANT shall conduct project team coordination meetings that occur regularly on approximately two-week intervals to coordinate work between team members.

Task 1 Deliverables

- Digital Reference Library
- Kickoff Meeting Notes
- Facilitation and Decision Support Plan for design team
- Draft interview summary document and presentation
- Key topics/uncertainties summary
- Workshop #1 Notes
- Draft Alternatives Evaluation Plan
- Final Alternatives Evaluation Plan
- Mtg #2 Presentation and Notes
- Progress Meeting Agendas and Notes

Task 2. Alternatives Refinement and Evaluation

Task 2.1 Alternatives Refinement and Summary

CONSULTANT shall develop the hydraulic design of up to four alternatives to a level of design that provides sizes, slopes, and other characteristics to be used in technical and sediment modeling of the alternatives. The designs will look at performance for diversions, sediment management, and fish passage.

CONSULTANT shall prepare conceptual plan view layouts, profiles, and typical sections to assist in description of the alternatives. All alternatives shall be advanced to a level suitable for initiation of modeling and technical analysis and preliminary hydraulic design will be completed to size facilities and select material types.

CONSULTANT shall prepare a short narrative and summary tables to describe the basis of design for each alternative and prepare a summary comparison of pros and cons based on the design objectives and evaluation criteria developed in Task-1.

Consultant shall present the refined alternatives to the design team (Design Meeting #3) and provide an opportunity for review input and discussion prior to commencing more detailed analysis. Results of this meeting will also be used to refine the modeling plans (operational and hydraulic/sediment transport) for each alternative.

Following Design Meeting #3, Consultant shall check-in with design team members to obtain additional feedback, questions, concerns, or information needs. CONSULTANT shall share this information with the rest of the design team including any follow-ups and adjustments to work planning made as appropriate.

Task 2.2 Operational Modeling

CONSULTANT shall develop operational information and modeling to assess how alternatives will perform through a season or series of events to gain an understanding of the relationship between diversion capability, sediment management, and fish passage. This shall include the development of a simple operational model based on an understanding of existing CMWD operations and used to consider potential operational scenarios to improve diversion reliability, sediment management, and fish passage. The operational model shall be used interactively with hydraulic and sediment transport models to assess alternative performance on flow splits to the diversion, sluices, bypasses, and fish passage pathways under

varying river flows and sediment management operations.

CONSULTANT shall run the model for multiple hydrographs to understand the potential time dependent effects of operational criteria for the alternatives on diversion yield and to test the sensitivity of diversion yield or other key parameters to different operational criteria or assumptions.

CONSULTANT shall use the model to help guide the identification of additional hydraulic and sediment transport analysis necessary to support decision making and reduce uncertainty in results. CONSULTANT shall run a second round of operational modeling after the analysis is updated prior to or concurrently with Task-2.3.

Task 2.3 Hydraulic, Sediment, and Fish Passage Analysis

CONSULTANT shall undertake the appropriate level of modeling for the recommended alternatives and utilize the findings from those studies to update the operational model to better quantify impacts to objectives and long-term maintenance and other costs to support the alternatives analysis. Analysis in this task shall focus on 2D hydraulic and sediment transport modeling. The analysis will utilize the updated 2D modelling of the Ventura River used in the Matilija Dam Ecosystem Restoration Project (MDERP) that includes sand transport and modified boundary conditions, and available topography.

The 2D models for alternatives shall be run in quasi-steady state to represent performance through a limited range of flows and operating scenarios. The model shall calculate flow splits, water levels, velocities, and shear stresses, and will be used to develop rating curves for project features. These results shall be used in the operational model to assess diversion yield and flow splits through an operational season and/ or selected storm hydrographs. The modeling in this phase will be extended far enough upstream and downstream to provide an initial assessment of hydraulics and sediment transport for the entire reach and a comparison of flood risk at Meiners Oaks for each of the alternatives. Alternatives for channel re-grading and channel alignment for the reach downstream of Robles through Meiners Oaks shall be included for all alternatives. These extents shall be used to examine the potential impact of a right or left bank bypass on sediment transport and flooding, including at the existing fish ladder entrance location. As part of this work, CONSULTANT shall use a 2D model of the existing facility as the baseline for comparison of alternative performance.

The sediment transport models in the vicinity of the Robles Facility shall use existing or ongoing regional models from the MDERP 65% design to establish boundary conditions and shall be run for representative hydrographs and a limited number of operating scenarios. The sediment transport modeling shall focus on potential depositional or erosional trends in the project area for the alternative configurations, and the ability of the alternatives to pass post-Matilija Dam removal sediment loads through the system under high flow conditions. Modifications to the regional model will be used to refine estimated depositional patterns and time dependent processes in the vicinity of the diversion under post-Matilija Dam removal conditions.

CONSULTANT shall conduct additional hydraulic modeling to assess performance of rock ramps or chutes for fish passage flows under a range of fish passage design flows.

CONSULTANT shall schedule Design Meeting #4 when preliminary analyses of results are available for all alternatives. A summary of alternative performance shall be prepared for review with the design team. CONSULTANT shall use Design Meeting #4 to solicit feedback on analyses and results obtained to date and guide adjustments to alternatives and additional analysis in Task 2-4.

Task 2.4. Additional Refinements and Analysis

CONSULTANT shall refine alternatives based on design team comments following Task 2.3 and prepare revised layouts for up to two alternatives developed in Task 2.1 by adjusting width, elevation, and/or orientation of proposed facilities. CONSULTANT shall prepare, execute, and analyze up to two local Computational Fluid Dynamic (CFD) models to refine hydraulics of key aspects of the designs for one geometry and up to three flowrates. CONSULTANT shall conduct Design Meeting #5 to review revised layouts and additional analysis results.

Task 2.5 Alternatives Analysis Report and Workshop #2

The CONSULTANT shall evaluate alternative performance based on the criteria established in Task-1 to

include hydraulic, sediment, and fish passage performance based on the modeling analysis, operations and maintenance ease and cost, probable construction cost, environmental and permitting factors, and implementation considerations. CONSULTANT shall prepare the Opinion of Probable Construction Cost (OPCC) using rough estimates of quantities for key construction types and features, unit costs based on regional information, and guidelines or allowances for project features not yet defined at the conceptual level. The OPCC will be an order of magnitude estimate commensurate with the preliminary nature of the design.

CONSULTANT shall assess operations and maintenance requirements for each alternative based on modeling results, estimate the variability of hydrologic conditions and uncertainty related to sediment loads and performance, and summarize expected life cycle costs for the alternatives, including capital and operations and maintenance costs.

CONSULTANT shall prepare a draft Alternatives Analysis Report with findings and recommendations for the preferred alternative (or alternatives) to be carried forward into Phases B and C. The alternatives development process and the results of technical analyses will be described. CONSULTANT shall describe the alternatives evaluation in the text and summarize it in tabular form and characterize the uncertainties in the evaluation.

CONSULTANT shall conduct Workshop #2 to build consensus around the draft Alternatives Analysis Report and the selected preferred alternative(s). Workshop #2 shall be held after the draft alternatives analysis report is released but prior to the due date for comments. CONSULTANT shall use this workshop to present the Alternatives Analysis Report and engage with the design team to discuss the basis for the draft evaluation, facilitate decision-making, and consider the path forward.

After receipt of consolidated comments, CONSULTANT shall compile a comment-response summary for review with AGENCY. After review with AGENCY, (Task 2.7), the CONSULTANT shall prepare a Final Alternatives Analysis Report with findings and recommendations for the preferred alternative(s) to be carried forward into Phases B and C, incorporating and addressing written comments. CONSULTANT shall conduct Design Meeting #6 to resolve comments from the draft report, if any, prior to completion of the final report.

Task 2.6. Monitoring

CONSULTANT shall develop recommendations for placement of additional monitoring equipment at the Robles Diversion to initiate data collection to help inform future modeling, design, and operations recommending equipment designed to provide real-time and recorded information on sediment levels and suspended sediment transport. CONSULTANT shall review options such as the use of LISST-ABS (Suspended Sediment Concentration) Systems, Radar Gages, Snow Pillows (for measuring deposition of material) and Data Loggers with CMWD and AGENCY and develop instrumentation layouts and equipment specifications; acquire instruments, communications equipment, and appurtenances; conduct initial testing and data review; and assess data series as they become available. CONSULTANT shall lead the installation of equipment with assistance from CMWD and instrumentation will tie into existing power supplies provided by CMWD. This task will cover mutually agreed to equipment, installation, monitoring, maintenance, and removal based on initial conversations for the proposed plan.

CONSULTANT shall collect information relevant to analysis, design, and operations (dependent on the timing of installation and hydrologic conditions after installation), for use in verification of models in the current phase of work as available and for use in future design phases.

Task 2.7. Project Management, Progress and Coordination Meetings

CONSULTANT shall conduct regular progress meetings with AGENCY and the design team. Progress meetings shall include one meeting in Task 2.1 prior to Design Meeting #3, two meetings in Task 2.3 (one interim meeting and one meeting to review Task 2.2 and Task 2.3 results prior to Design Meeting #4), one meeting in Task 2.4 prior to Design Meeting #5, one meeting in Task 2.5 prior to Workshop #2, and one draft report comments review meeting to resolve comments from the draft report prior to completion of the final report.

CONSULTANT shall also conduct team coordination meetings regularly on approximately two-week intervals to coordinate work between team members.

Task 2 Deliverables

- Refined concept layout drawings for alternatives
- Basis of design summary
- Summary comparison of alternatives – pros, cons, uncertainties
- Design Meeting #3 Presentation and Notes
- Simulation summaries for baseline and 4 alternatives
- Sensitivity summary
- Preliminary Hydraulic, Sediment, and Fish Passage Summary Memorandum
- Design Meeting #4 Presentations and Notes
- Additional Modeling Summary Memorandum
- Design Meeting #5 Presentations and Notes
- Draft Alternatives Analysis Report
- Workshop #2 Presentations and Notes

- Comment-response summary
- Final Alternatives Analysis Report
- Design Meeting #6 Presentation and Notes
- Monitoring plan
- Equipment List, Procurement, Installation, monitoring, maintenance, and removal.
- Progress Meeting Agendas and Notes
- Coordination Meeting Agendas and Notes

Task 3. Meiners Oaks Flood Protection

Task 3.1 Meiners Oaks Preliminary Flood Risk Improvement Alternatives Assessment

CONSULTANT shall provide a preliminary assessment of the impacts of the Robles alternatives on flooding to the downstream Meiners Oaks reach. In this task the CONSULTANT shall complete initial conceptual analysis at Meiners Oaks looking at the potential impact of the preferred Robles Diversion Alternatives. The Meiners Oaks area will be incorporated into the hydraulic and sediment transport modeling for the Robles Diversion alternatives. In this task the CONSULTANT shall complete additional hydraulic analysis if required to identify conceptual flood protection alternatives at Meiners Oaks that are compatible with the Robles Diversion alternatives. This analysis will include some basic variations on topography through the Meiners Oaks area. The CONSULTANT shall develop a brief technical memorandum discussing these alternatives and next steps for the alternatives analysis and supporting studies. CONSULTANT shall present the results of the study in design Mtg #7. Comments provided by the design team on the draft document shall be incorporated in a final memorandum.

Task 3 Deliverables

Draft Preliminary Meiners Oaks Flood Risk Memorandum
Final Preliminary Meiners Oaks Flood Risk Memorandum
Design Meeting #7 Presentation and Notes

Task 4. Phase B Robles 10% Design and Alternatives Selection

Final Scope TBD

Task 5. Phase C Meiners Oaks Flood Protection Technical Studies and 10% Design

Final Scope TBD

Task 6. Phase D Robles and Meiners Oaks 30% Designs

Final Scope TBD

3. Extra Services

Extra Services are separate from but related to the Basic Services described above. Extra Services shall be performed by CONSULTANT only after being authorized in writing by the Project Manager for AGENCY. AGENCY's written authorization will include a statement of the Extra Services required and time schedule for completion. CONSULTANT's billing and AGENCY's payment for Extra Services shall occur pursuant to Exhibit C.

4. County Services

AGENCY will provide or accomplish the following:

1. Contract administration, overall project management and technical review for the entirety of the project. This will include maintaining coordination and attending meetings with CONSULTANT, agencies, and stakeholders.
2. Provide full information as to the requirements of the WORK.
3. Review documents submitted by CONSULTANT and provide comments, direction, or approval as needed in a timely manner.
4. All available information and results of previous studies, analyses, etc. to be used for the project.

End of Exhibit A

EXHIBIT B - TIME SCHEDULE

1. Schedule

All Work on this contract shall be completed by 12/31/2024.

CONSULTANT shall complete intermediate tasks as follows:

Task Table

Task	Description	Due Date
	Phase A, Robles Alternatives Refinement	
1	Alternatives Review and Evaluation Plan	
1.1	Data Review and Evaluation, and Kick-off Meeting	10/01/2023
1.2	Initial Stakeholder Outreach	10/01/2023
1.3	Site Visit and Design Meeting #1	10/01/2023
1.4	Alternatives Update, Draft Evaluation Criteria, and Workshop #1	10/01/2023
1.5	Draft and Final Alternatives Evaluation Plan	10/01/2023
1.6	Project Management, Progress and Coordination Meetings	10/01/2023
2	Alternatives Refinement and Evaluation	
2.1	Alternatives Refinement and Summary	10/1/2024
2.2	Operational Modeling	10/1/2024
2.3	Hydraulic, Sediment, and Fish Passage Analysis	10/1/2024
2.4	Additional Refinements and Analysis	10/1/2024
2.5	Alternatives Analysis Report and Workshop #2	10/1/2024
2.6	Monitoring	10/1/2024
2.7	Project Management, Progress and Coordination Meetings	10/1/2024
3	Meiners Oaks Flood Protection	
3.1	Meiners Oaks Preliminary Flood Risk Improvement Alternatives Assessment	10/1/2024
4	Phase B Robles 10% Design and Alternatives Selection	TBD
5	Phase C Meiners Oaks Flood Protection Technical Studies and 10% Design	TBD
6	Phase D Robles and Meiners Oaks 30% Designs	TBD

2. Delays

If Work cannot be completed by the dates specified in Exhibit B through no fault of CONSULTANT, the fee for the Work not then completed may be adjusted to reflect increases in cost which occur, due to delay, from the date that the Work was required to be complete as specified in Exhibit B until the time the Work can actually be completed. Any payment of an additional fee as described in this paragraph must be authorized by AGENCY with a modification to this contract.

End of Exhibit B

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EXHIBIT C – Fees and Payments

1. Compensation Summary

The following summarizes the maximum amount of compensation available to CONSULTANT under this contract. The actual amount of compensation shall be established and paid in accordance with the applicable provisions of the contract including this Exhibit C.

Maximum Fees for Basic Services:	\$1,456,000.00
Maximum Fees for Extra Services:	\$0.00
Maximum Reimbursement for Expenses:	\$0.00
 Total Amount Not to Exceed:	 \$1,456,000.00

2. Fees For Basic Services

AGENCY agrees to pay CONSULTANT the following fees for Basic Services:

a **fixed fee** compensation, in the lump sum amount of **\$1,456,000**, for completion of all Basic Services.

Task Table

Task	Description	Lump Sum
1	Alternatives Review and Evaluation Plan	
1.1	Data Review and Evaluation, and Kick-off Meeting	\$29,000
1.2	Initial Stakeholder Outreach	\$49,000
1.3	Site Visit and Design Meeting #1	\$43,000
1.4	Alternatives Update, Draft Evaluation Criteria, and Workshop #1	\$63,000
1.5	Draft and Final Alternatives Evaluation Plan	\$59,000
1.6	Project Management and Progress and Coordination Meetings	\$57,000
2	Alternatives Refinement and Evaluation	
2.1	Alternatives Refinement and Summary	\$98,000
2.2	Operational Modeling	\$114,000
2.3	Hydraulic, Sediment, and Fish Passage Analysis	\$388,000
2.4	Additional Refinements and Analysis	\$133,000
2.5	Alternatives Analysis Report and Workshop #2	\$118,000
2.6	Monitoring	\$100,000
2.7	Project Management and Progress and Coordination Meetings	\$125,000
3	Meiners Oaks Flood Protection	
3.1	Meiners Oaks Preliminary Flood Risk Improvement Alternatives Assessment	\$80,000
4	Phase B Robles 10% Design and Alternatives Selection	TBD
5	Phase C Meiners Oaks Flood Protection Technical Studies and 10% Design	TBD
6	Phase D Robles and Meiners Oaks 30% Design Studies	TBD
	Total	\$1,456,000

Professional Services Contract AE23-045

3. Fees For Extra Services

For Extra Services authorized in writing in advance by AGENCY in accordance with Exhibit A, AGENCY agrees to pay CONSULTANT an **hourly rate** compensation for actual hours of Extra Services performed that is based upon the hourly rates set forth in the Rate Table for Basic Services above or, if none, then based upon the hourly rates set forth in the following Rate Table for Extra Services, which rates shall remain fixed for the duration of the contract, not to exceed the **maximum fee amount of \$0.00**

4. Delays

If Work cannot be completed by the dates specified in Exhibit B through no fault of CONSULTANT, the fees for the Work not then completed may be adjusted to reflect increases in cost which occur, due to delay, from the date that the Work was required to be complete as specified in Exhibit B until the time the Work can actually be completed. Any payment of an additional fee as described in this paragraph must be authorized by AGENCY with a written modification to this contract.

5. Reimbursable Expenses

CONSULTANT shall be reimbursed a sum for the following reasonable out-of-pocket expenses that are incurred and paid for by CONSULTANT in furtherance of performance of its obligations under this contract, but only to the extent that such expenses are directly related to CONSULTANT's services hereunder and do not exceed the **maximum reimbursable amount of \$0.00**:

(i) Outside printing directly related to deliverables but not for internal uses of CONSULTANT or its Subconsultants;

(ii) Reproduction or reprographic costs directly related to deliverables but not for internal uses of CONSULTANT or its Subconsultants. If CONSULTANT provides allowable reprographic services using its own equipment rather than using an outside service, the unit billing rates for such charges must be approved in advance by AGENCY;

(iii) Shipping, overnight mail, postage, messenger, courier and/or delivery services (but not for CONSULTANT's internal communications);

(iv) Only if authorized in writing in advance by AGENCY, reimbursement for business travel for the specific position descriptions so identified in the Rate Tables for Basic Services or Extra Services set forth above. AGENCY shall reimburse CONSULTANT for transportation, lodging, and meal expenses consistent with the policies and amounts approved for AGENCY employees as defined by policy number Chapter VII(C)-1, *Reimbursement of Employees AGENCY Business Expenses*, in the AGENCY's Administrative Policy Manual (latest edition);

(v) Only if authorized in writing in advance by AGENCY, fees and costs for Subconsultant services that are not included in the Rate Tables for Basic Services or Extra Services set forth above.

Exclusive List. The list of reimbursable expenses set forth above is the sole and exclusive list of reimbursable expenses that CONSULTANT is entitled to receive.

Approval Limits. Any reimbursable expense wherein a single item exceeds \$500 in value, whether purchased or leased, must be approved in writing in advance by AGENCY.

No Administrative Charge or Mark-Ups. The reimbursement provided for herein shall not include an administrative charge, multiplier or other mark-up by CONSULTANT unless authorized in writing, in advance, by AGENCY.

No Reimbursement for Specified Basic Services Paid for by a Fixed Fee. Notwithstanding the above, expenses related to Basic Services specified in Exhibit C are not reimbursable if CONSULTANT is compensated for Basic Services by a fixed fee.

6. Payment

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AGENCY shall make payments to CONSULTANT under the contract as follows:

Requests for Payment

To request payment, CONSULTANT shall complete and submit to AGENCY a Consultant Services Invoice Form that shall include, at a minimum, (i) personnel time records for Basic Services and Extra Services actually performed at the rates specified in this Exhibit C if applicable and (ii) receipts for all authorized reimbursable expense, along with the written AGENCY authorization for any specific reimbursable expenses requested for payment, if required above.

When invoicing for Extra Services, CONSULTANT shall clearly mark on the Invoice Form which services are Extra Services and keep those services separate from or Basic Services, and shall include a copy of the written AGENCY authorization for the Extra Services for which payment is requested.

CONSULTANT shall submit all invoices to:

Public Works Agency
County of Ventura L#1670
800 South Victoria Avenue
Ventura, CA 93009-1670

Payment Schedule

Payments shall be made monthly by AGENCY upon presentation of a properly completed AGENCY Invoice Form as described above. Upon approval of the invoice, AGENCY shall pay CONSULTANT 95% of the maximum fee for the specific task/milestone. Upon completion and acceptance by AGENCY of the task/milestone, AGENCY shall pay CONSULTANT the balance of the fee.

Timely Invoicing

Timely invoicing by CONSULTANT is required. Delays in invoicing for services performed increases the management effort required by AGENCY to ensure accurate payments to CONSULTANT and manage project budgets. Accordingly, CONSULTANT shall submit a properly completed invoice no later than 60 calendar days after the services which are the subject of the invoice were performed. An invoice received by AGENCY more than 60 calendar days after the services were performed shall be reduced by 5% to compensate AGENCY for the additional management costs. Additionally, since increases in administrative costs and budgetary problems caused by late invoicing correlate to the length of delay in invoicing, there will be an additional 5% reduction in compensation for each additional 30-calendar-day period beyond 60 days between the date the services were performed and the submission of the invoice for those services.

CONSULTANT shall submit a final invoice form within 60 days of the earliest of the following events: 1) completion and acceptance by AGENCY of all Work required by the contract; or 2) termination of the contract.

End of Exhibit C

CASITAS MUNICIPAL WATER DISTRICT				
STAFF TIME ESTIMATE 7/1/23 TO 12/31/23				
STAFF	HOURS/MONTH	# MONTHS	FULLY BURDENED RATE	SUBTOTAL
ENGINEERING MANAGER	24	6	\$ 136.42	\$ 19,644.48
FISHERIES MANAGER	24	6	\$ 109.56	\$ 15,776.64
GENERAL MANAGER	8	6	\$ 159.96	\$ 7,678.08
ASSISTANT GENERAL MANAGER	8	6	\$ 147.52	\$ 7,080.96
OPERATIONS AND MAINTENANCE MANAGER	8	6	\$ 133.02	\$ 6,384.96
FISHERIES SUPERVISOR	16	6	\$ 69.05	\$ 6,628.80
			TOTAL	\$ 63,193.92

KEY TASKS:

- PROGRESS MEETINGS WITH NHC
- REVIEW OF NHC DELIVERABLES
- SITE VISIT(S) TO ROBLES FACILITY
- RESEARCH/RESPONDING TO DATA REQUESTS
- PARTICIPATION IN RWG PROGRESS MEETINGS
- REVIEW RWG DELIVERABLES RELATED TO ROBLES
- RESPONDING TO GENERAL QUESTIONS FROM NHC AND RWG
- PREPARE AND PRESENT PRESENTATIONS TO RWG AND NHC

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: APPROVE STAFFING AGREEMENT WITH OJAI BASIN GROUNDWATER
MANAGEMENT AGENCY FOR MANAGER SERVICES
DATE: 10/11/2023

RECOMMENDATION:

- Authorize General Manager to Execute Staffing Agreement between Casitas Municipal Water District and Ojai Basin Groundwater Management Agency

BACKGROUND:

The General Manager of Ojai Basin Groundwater Management Agency (OBGMA) is currently being staffed by the Engineering Manager of Casitas, Julia Aranda. This arrangement was for an Interim position of six months, starting April 1, 2023, which will expire September 30, 2023. A draft Staffing Agreement was discussed at the OBGMA Board meeting of August 31, 2023. OBGMA and Casitas counsel revised the Agreement and the final version (attached) was approved by the OBGMA Board on September 28, 2023. The agreement will be retroactive to October 1, 2023.

FINANCIAL IMPACT:

Casitas will invoice OBGMA monthly for Manager services at the rates shown in the Agreement.

Attachment: Staffing Agreement between Ojai Basin Groundwater Management Agency and Casitas Municipal Water District for General Manager Services

STAFFING AGREEMENT

This Staffing Agreement (the “Agreement”) is entered into by and between Casitas Municipal Water District, hereafter referred to as “CMWD” and the Ojai Basin Groundwater Management Agency, hereafter referred to as “OBGMA”.

1. **Staffing Services.**

- a. **Description of Staffing Services.** CMWD agrees to provide the services of its Engineering Manager, Julia Aranda, P.E. (hereafter “Manager”), to OBGMA. The responsibilities of the Manager, including the services to be provided by Manager to OBGMA (the “Services”) are set forth in Exhibit A hereto. Such terms may be modified in a written amendment executed by both parties.
- b. **Status of Manager.** The Manager shall have the status of an independent contractor to OBGMA and shall not be an employee of OBGMA. The Manager will remain an exclusive employee of CMWD. Because the Manager is not an employee of OBGMA, the Manager is not entitled to participate in any fringe benefit plans or programs of OBGMA, including, but not limited to, health, sickness, accident or dental coverage, life insurance, disability benefits, severance, accidental death and dismemberment coverage, unemployment insurance coverage, workers’ compensation coverage, and pension benefits.

2. **CMWD’s Obligations.** CMWD shall be solely responsible for complying with all employer-related obligations applicable to the Manager, including (without limitation) paying all salary, wages and/or other payments required by law or contract to be made to the Manager, providing all employee benefits coverage for the Manager (including, but not limited to, all legally required benefits such as workers’ compensation insurance coverage and sick time), providing any legally required leave benefits, and maintaining all legally required employment records. CMWD shall be solely responsible for all direct and indirect costs and administrative expenses attributable to the Manager’s employment by CMWD, including federal, state and/or income tax withholdings, FICA and administration of payroll. CMWD, at its sole cost and expense, will maintain the following insurance coverages to extend to all Services provided by the Manager to OBGMA: (i) worker’s compensation insurance with minimum coverage in the amount required by law, (ii) commercial liability insurance with minimum coverage of \$1 million for each occurrence and \$2 million aggregate, and (iii) professional liability insurance with minimum coverage of \$1 million for each occurrence and \$1 million aggregate. CMWD is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to payments made to Manager by CMWD.

3. OBGMA's Obligations. OBGMA agrees to pay CMWD a fee for the Manager's Services. The schedule of monthly fees applicable to the Manager's Services is set forth in Exhibit B. The fees are the only amounts that OBGMA will pay for the Manager's Services. CMWD will invoice OBGMA for the Manager's Services on a monthly basis. Payment by OBGMA shall be due within thirty (30) days after OBGMA's receipt of a monthly invoice.

4. Confidentiality. The parties to this Agreement recognize that both CMWD and OBGMA may have access to confidential information concerning the other party and its operations ("Confidential Information") arising out of this Agreement and the Services provided by Manager. The parties agree to maintain the confidentiality of all such Confidential Information. In particular, and without limiting the foregoing, the parties acknowledge and understand that the Confidential Information to which the parties will gain access is the confidential information of OBGMA and CMWD and agree that each party will:
 - a. not disclose any Confidential Information to anyone other than an employee of CMWD or OBGMA who has a need to know such information;
 - b. prevent any unauthorized use or disclosure of the Confidential Information;
 - c. promptly notify the other party of any unauthorized use of Confidential Information of which that party learns;
 - d. use Confidential Information for the sole purpose of performing the Services under this Agreement; and
 - e. return or destroy any and all copies of the Confidential Information, and any portion thereof, or notes that the parties have made relating to or based upon the Confidential Information, promptly upon receipt of notice from either party requesting such return or destruction. The parties acknowledge and agree that its obligations set forth herein regarding the non-disclosure, non-use, return and/or destruction of the Confidential Information will survive any termination of this Agreement or expiration of that party's access to the Confidential Information.

5. Conflicts of Interest.
 - a. When two agencies collaborate on a project, but have differing priorities, goals, and potential biases, conflicts of interest can arise when the interests of one party potentially compromise the ability to act impartially and in the best interests of the other party. This is particularly true when agencies pool resources for a collaborative project, for instance by sharing expenses or key personnel. Conflicts can arise over how joint resources

are allocated and utilized. One agency might want to allocate funds or personnel differently from another, causing conflicts over spending priorities and/or staffing responsibilities. Collaborating agencies might also have different levels of willingness to share sensitive or confidential information.

- b. Given the potential for conflict of interest to arise between CMWD and OBGMA, both parties agree to regularly assess the circumstances that might influence their decision-making with regard to matters involving the other party. Where it appears the personal, organizational, or professional interests of one party might interfere with that party's ability to act impartially and in the best interests of the other party, both parties agree to acknowledge the existence of a potential conflict of interest in writing. The details of the conflict, including its nature and any relevant circumstances shall be documented. In these situations, both parties agree that, unless the identified conflict is waived by both parties in writing, the Manager will refrain from participating in any discussions, deliberations, or activities related to the matter in question. Both parties agree that, absent a mutual waiver of the conflict in writing, recusal of the Manager is important to prevent any undue influence by one party or the other, and to maintain the integrity of the collaborative process, including the sharing of resources and key personnel.

6. Compliance with All Laws. CMWD represents and warrants that with respect to its performance under this Agreement, it will remain in compliance with all state and federal laws governing employment and all other laws applicable to the Agreement.

7. Term. This Agreement shall become effective on October 1, 2023 ("Effective Date"), and will terminate upon thirty (30) days written notice by either party to the other. In addition, either party may terminate this Agreement immediately upon written notice to the other party due to any material breach of this Agreement.

8. Indemnification. CMWD agrees to indemnify, defend, and hold OBGMA, its elected Board, appointed officers, and employees harmless from and against any and all costs, expenses (including attorneys' fees), liabilities, damages, judgments and settlements arising out of or relating to any actual or alleged failure by CMWD to comply with any of the employer-related obligations set forth in Section 2 of this Agreement.

9. Miscellaneous.

- a. Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of California.

- b. Amendments. This Agreement, including Exhibit A, may not be amended or modified except by a written agreement signed by duly authorized officers of both CMWD and OBGMA.
- c. Assignment. Neither party may assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party.
- d. Waiver. No waiver by either party of any breach of this Agreement will be a waiver of any preceding or succeeding breach. No waiver by either party of any right under this Agreement will be construed as a waiver of any other right.
- e. Severability. In case any one or more of the provisions contained in this Agreement will, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement, and the invalid, illegal or unenforceable provision will be enforced to the extent permitted by law to conform as closely as possible to the intent of the parties.
- f. Notices. Any notices required or permitted hereunder will be given to the appropriate party at the address specified below:

To OBGMA:

Ojai Basin Groundwater Management Agency – Attention: Board
President

P.O. Box 1779

Ojai CA 92024

obgma@aol.com

TO CMWD:

Casitas Municipal Water District – Attention: General Manager

1055 Ventura Avenue

Oak View CA 93022

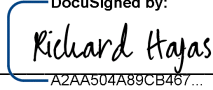
mflood@casitaswater.com

Such notice will be deemed given upon email, upon personal delivery to the appropriate address, or if sent only by overnight mail, three (3) days after the date of mailing.

- g. Entire Agreement. This Agreement, including Exhibit A, sets forth the exclusive and entire understanding and agreement of the parties with

respect to the subject matter hereof and supersedes any and all previous agreements between the parties with respect to the subject matter hereof.

The parties hereto have caused this Agreement to be duly executed by its authorized officers.

By:  _____ Date: 10/3/2023
A2AA504A89CB467...
President of the Board, OBGMA

By: _____ Date: _____
Michael Flood, CMWD General Manager

EXHIBIT A

RESPONSIBILITIES AND SERVICES PROVIDED BY THE MANAGER TO THE OJAI BASIN GROUNDWATER MANAGEMENT AGENCY

GENERAL OVERVIEW

The General Manager (“Manager”) is an executive management position reporting to the Ojai Basin Groundwater Management Agency (OBGMA) Board of Directors. The Manager’s primary focus will be to assist in the development, implementation and management of the Groundwater Sustainability requirements under the Sustainable Groundwater Management Act of 2014 and subsequent legislation; provide leadership and direction to the organization; ensure efficient and effective legislative and regulatory compliance, in accordance with Board directives; collaborate with state and local agencies; and facilitate outreach efforts with stakeholders to strategically comply with goals and objectives. Other responsibilities of the position are outlined under Essential Duties.

ESSENTIAL DUTIES

- Direct the operations and general administration of the OBGMA including budget development and oversight, short- and long-range planning, and policy development and implementation.
- Assist with the planning and development of Board Meeting agendas.
- Ensure the timely and effective accomplishment of goals and objectives as determined by the Board.
- Develop, implement, and manage the Groundwater Sustainability Plan (GSP); update and/or revise plans as needed.
- Administer various contracts and agreements to ensure compliance.
- Oversee the consultant/contract selection process including determining scope of work, preparing Requests for Proposals (RFPs); negotiation of terms and contract development and review; monitor and evaluate consultant/contract performance.
- Prepare and present a variety of complex administrative and technical reports, recommending appropriate alternatives; follow up on action items as required.
- Actively participate in, review, and interpret analytical work completed by consultants, and present results to the Board and member agencies.
- Identify future funding sources and develop and implement funding strategies.
- Conduct outreach to appropriate stakeholders and other appropriate agencies.
- Develop, plan, and implement compliance measures. Coordinate the activities and meetings of the Board and Committees.
- Make presentations to the Board, governing bodies, and a variety of Boards and commissions; attend and participate in professional group meetings; stay abreast of new trends and innovations in the field.

- Monitor changes in laws, regulations, and technology that may affect OBGMA; implement policy and procedural changes as required.
- Remain current on, review, analyze, and determine impact of legislative developments, State legislation, State and Federal regulations, local ordinances, trends, practices and procedures in the field. Advise and make recommendations to decision makers on appropriate position or action to take in response to changes.
- Work cooperatively with other agencies including other Groundwater Sustainability Agencies, and County, State and Federal agencies to identify and develop programs/projects to advance sustainability of the local groundwater resource.
- Identify stakeholders within the community and conduct public outreach relating to groundwater sustainability; develop and implement educational programs, including printed materials, web site information, and other activities.
- Implement programs and projects established by the Board of Directors.

QUALIFICATIONS

DEMONSTRATED KNOWLEDGE OF AND PERFORMANCE IN THE FOLLOWING AREAS:

- ◀ General operations, functions and purposes of a municipal water district and environmental issues affecting such operations;
- ◀ Modern management practices, including: municipal finance, supervision, and organizational development;
- ◀ Negotiation strategies;
- ◀ Managerial, leadership, and interpersonal skills essential to demanding and visible activities within the OBGMA and the community;
- ◀ Laws and regulations pertaining to a groundwater sustainability;
- ◀ Fiscal management and decision making.

ABILITY TO:

- ◀ Ensure the timely and economic completion of necessary projects, reports, and studies as required by the Board;
- ◀ Plan for future needs of OBGMA;
- ◀ Employ modern management practices to insure the efficient operation of OBGMA;
- ◀ Communicate in an effective manner with the Board and all other interest groups including all governmental agencies;
- ◀ Establish and maintain cooperative working relationships with all such groups including representation of OBGMA's interest with the news media.

TRAINING AND EXPERIENCE GUIDELINES

Any combination of training and experience, which demonstrates attainment of the required knowledge and ability to perform the required work (with reasonable accommodation, if needed), typically:

EDUCATION: Equivalent to graduation from an accredited college or university with major work in public administration, business administration, civil engineering or a closely related field. An advanced degree from an accredited institution in one of the above areas is highly desirable.

EXPERIENCE: Five (5) years senior-level managerial experience with three (3) years of experience as General Manager or department head of a governmental agency or special district.

CERTIFICATIONS, LICENSES AND REGISTRATIONS

A valid California Class C driver's license must be maintained at all times.

EXHIBIT B

COMPENSATION FOR MANAGER SERVICES

Time Period	Monthly Payment
October 1, 2023 to September 30, 2024	\$1,785
October 1, 2024 to September 30, 2025	\$1,875
October 1, 2025 to September 30, 2026	\$1,970

Future years will be subject to negotiation between the parties.

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: HYDROLOGIC STATUS REPORT FOR AUGUST 2023
DATE: OCTOBER 11, 2023

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	0.94"	1.68"	2.67"
Water Year (WY: Oct 01 – Sep 30)	47.91"	65.94"	45.78"
Average station rainfall to date	22.84"	27.66"	21.10"

Ojai Water System Data

Wellfield production	159.77 AF
Surface water supplement	0 AF
Static depth to water surface – Mutual #6	72.56 feet
Change in static level from previous month	- 21.46 feet

Robles Fish Passage and Diversion Facility Diversion Data

Diversion this month	11.90 AF
Diversion days this month	1
Total Diversions WY to date	52,537.25 AF
Diversion days this WY	197

Casitas Reservoir Data

Water surface elevation as of end of month	540.45 feet
Water storage last month	174,569 AF
Water storage as of end of month	173,153 AF
Net change in storage	- 1,416 AF
Change in storage from same month last year	+ 98,373 AF

AF = Acre-feet

AMSL = Above mean sea level

WY = Water year

CASITAS MUNICIPAL WATER DISTRICT
MINUTES
Recreation Committee
(this meeting was held virtually and in-person)

DATE: September 29, 2023
TO: Board of Directors
FROM: General Manager, Michael Flood
Re: Recreation Committee Meeting of September 12, 2023, at 1000 hours.

RECOMMENDATION:

It is recommended that the Board of Directors receive and file this report.

BACKGROUND AND OVERVIEW:

1. **Roll Call.**

Director Brian Brennan
Director Pete Kaiser
General Manager, Michael Flood
Park Services Manager, Joe Martinez
Division Officer, Joe Evans
Park Services Officer, Mitch Tull

2. **Public Comments.**

None

3. **Review of Recreation Report for July 2023**

PSO Tull went over the report with the Committee including visitation, excellent revenue results, Casitas Water Adventure operations, vessel tagging, the conversion of Campground D, night fishing, an ABA tournament, and off-season maintenance activities.

Director Brennan complimented staff on the great results this summer and the conversion of Campground D into a group camp. He also asked about feedback from lifeguards as to returning for next season.

Director Kaiser thanked staff for the hard work this season and asked questions about Campground D for overflow as well as reestablishing the wave attenuation/signage at the Boat Marina.

DO Evans indicated that the conversion of Campground D to a group camp saved money in storm-related rehabilitation that would have been needed to rebuild it as a an individual campsite area.

4. **Review of Incidents and Comments**

DO Evans gave updates on calls for service (very low for August), a camper eviction, reopening of the eagle area, and an update on the No Parking signs for upper Santa Ana Road .

Director Brennan asked questions about interactions with possible Glam Camping vendors.

Director Kaiser made comments regarding issues with dumping along upper Santa Ana Road.

STAFFING AGREEMENT

This Staffing Agreement (the “Agreement”) is entered into by and between Casitas Municipal Water District, hereafter referred to as “CMWD” and the Ojai Basin Groundwater Management Agency, hereafter referred to as “OBGMA”.

1. **Staffing Services.**

- a. **Description of Staffing Services.** CMWD agrees to provide the services of its Engineering Manager, Julia Aranda, P.E. (hereafter “Manager”), to OBGMA. The responsibilities of the Manager, including the services to be provided by Manager to OBGMA (the “Services”) are set forth in Exhibit A hereto. Such terms may be modified in a written amendment executed by both parties.
- b. **Status of Manager.** The Manager shall have the status of an independent contractor to OBGMA and shall not be an employee of OBGMA. The Manager will remain an exclusive employee of CMWD. Because the Manager is not an employee of OBGMA, the Manager is not entitled to participate in any fringe benefit plans or programs of OBGMA, including, but not limited to, health, sickness, accident or dental coverage, life insurance, disability benefits, severance, accidental death and dismemberment coverage, unemployment insurance coverage, workers’ compensation coverage, and pension benefits.

2. **CMWD’s Obligations.** CMWD shall be solely responsible for complying with all employer-related obligations applicable to the Manager, including (without limitation) paying all salary, wages and/or other payments required by law or contract to be made to the Manager, providing all employee benefits coverage for the Manager (including, but not limited to, all legally required benefits such as workers’ compensation insurance coverage and sick time), providing any legally required leave benefits, and maintaining all legally required employment records. CMWD shall be solely responsible for all direct and indirect costs and administrative expenses attributable to the Manager’s employment by CMWD, including federal, state and/or income tax withholdings, FICA and administration of payroll. CMWD, at its sole cost and expense, will maintain the following insurance coverages to extend to all Services provided by the Manager to OBGMA: (i) worker’s compensation insurance with minimum coverage in the amount required by law, (ii) commercial liability insurance with minimum coverage of \$1 million for each occurrence and \$2 million aggregate, and (iii) professional liability insurance with minimum coverage of \$1 million for each occurrence and \$1 million aggregate. CMWD is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to payments made to Manager by CMWD.

3. OBGMA's Obligations. OBGMA agrees to pay CMWD a fee for the Manager's Services. The schedule of monthly fees applicable to the Manager's Services is set forth in Exhibit B. The fees are the only amounts that OBGMA will pay for the Manager's Services. CMWD will invoice OBGMA for the Manager's Services on a monthly basis. Payment by OBGMA shall be due within thirty (30) days after OBGMA's receipt of a monthly invoice.

4. Confidentiality. The parties to this Agreement recognize that both CMWD and OBGMA may have access to confidential information concerning the other party and its operations ("Confidential Information") arising out of this Agreement and the Services provided by Manager. The parties agree to maintain the confidentiality of all such Confidential Information. In particular, and without limiting the foregoing, the parties acknowledge and understand that the Confidential Information to which the parties will gain access is the confidential information of OBGMA and CMWD and agree that each party will:
 - a. not disclose any Confidential Information to anyone other than an employee of CMWD or OBGMA who has a need to know such information;
 - b. prevent any unauthorized use or disclosure of the Confidential Information;
 - c. promptly notify the other party of any unauthorized use of Confidential Information of which that party learns;
 - d. use Confidential Information for the sole purpose of performing the Services under this Agreement; and
 - e. return or destroy any and all copies of the Confidential Information, and any portion thereof, or notes that the parties have made relating to or based upon the Confidential Information, promptly upon receipt of notice from either party requesting such return or destruction. The parties acknowledge and agree that its obligations set forth herein regarding the non-disclosure, non-use, return and/or destruction of the Confidential Information will survive any termination of this Agreement or expiration of that party's access to the Confidential Information.

5. Conflicts of Interest.
 - a. When two agencies collaborate on a project, but have differing priorities, goals, and potential biases, conflicts of interest can arise when the interests of one party potentially compromise the ability to act impartially and in the best interests of the other party. This is particularly true when agencies pool resources for a collaborative project, for instance by sharing expenses or key personnel. Conflicts can arise over how joint resources

are allocated and utilized. One agency might want to allocate funds or personnel differently from another, causing conflicts over spending priorities and/or staffing responsibilities. Collaborating agencies might also have different levels of willingness to share sensitive or confidential information.

- b. Given the potential for conflict of interest to arise between CMWD and OBGMA, both parties agree to regularly assess the circumstances that might influence their decision-making with regard to matters involving the other party. Where it appears the personal, organizational, or professional interests of one party might interfere with that party's ability to act impartially and in the best interests of the other party, both parties agree to acknowledge the existence of a potential conflict of interest in writing. The details of the conflict, including its nature and any relevant circumstances shall be documented. In these situations, both parties agree that, unless the identified conflict is waived by both parties in writing, the Manager will refrain from participating in any discussions, deliberations, or activities related to the matter in question. Both parties agree that, absent a mutual waiver of the conflict in writing, recusal of the Manager is important to prevent any undue influence by one party or the other, and to maintain the integrity of the collaborative process, including the sharing of resources and key personnel.

6. Compliance with All Laws. CMWD represents and warrants that with respect to its performance under this Agreement, it will remain in compliance with all state and federal laws governing employment and all other laws applicable to the Agreement.

7. Term. This Agreement shall become effective on October 1, 2023 ("Effective Date"), and will terminate upon thirty (30) days written notice by either party to the other. In addition, either party may terminate this Agreement immediately upon written notice to the other party due to any material breach of this Agreement.

8. Indemnification. CMWD agrees to indemnify, defend, and hold OBGMA, its elected Board, appointed officers, and employees harmless from and against any and all costs, expenses (including attorneys' fees), liabilities, damages, judgments and settlements arising out of or relating to any actual or alleged failure by CMWD to comply with any of the employer-related obligations set forth in Section 2 of this Agreement.

9. Miscellaneous.

- a. Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of California.

- b. Amendments. This Agreement, including Exhibit A, may not be amended or modified except by a written agreement signed by duly authorized officers of both CMWD and OBGMA.
- c. Assignment. Neither party may assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party.
- d. Waiver. No waiver by either party of any breach of this Agreement will be a waiver of any preceding or succeeding breach. No waiver by either party of any right under this Agreement will be construed as a waiver of any other right.
- e. Severability. In case any one or more of the provisions contained in this Agreement will, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement, and the invalid, illegal or unenforceable provision will be enforced to the extent permitted by law to conform as closely as possible to the intent of the parties.
- f. Notices. Any notices required or permitted hereunder will be given to the appropriate party at the address specified below:

To OBGMA:

Ojai Basin Groundwater Management Agency – Attention: Board
President

P.O. Box 1779

Ojai CA 92024

obgma@aol.com

TO CMWD:

Casitas Municipal Water District – Attention: General Manager

1055 Ventura Avenue

Oak View CA 93022

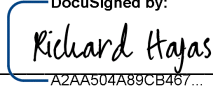
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- g. Entire Agreement. This Agreement, including Exhibit A, sets forth the exclusive and entire understanding and agreement of the parties with

respect to the subject matter hereof and supersedes any and all previous agreements between the parties with respect to the subject matter hereof.

The parties hereto have caused this Agreement to be duly executed by its authorized officers.

By:  _____ Date: 10/3/2023
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President of the Board, OBGMA

By: _____ Date: _____
Michael Flood, CMWD General Manager

EXHIBIT A

RESPONSIBILITIES AND SERVICES PROVIDED BY THE MANAGER TO THE OJAI BASIN GROUNDWATER MANAGEMENT AGENCY

GENERAL OVERVIEW

The General Manager (“Manager”) is an executive management position reporting to the Ojai Basin Groundwater Management Agency (OBGMA) Board of Directors. The Manager’s primary focus will be to assist in the development, implementation and management of the Groundwater Sustainability requirements under the Sustainable Groundwater Management Act of 2014 and subsequent legislation; provide leadership and direction to the organization; ensure efficient and effective legislative and regulatory compliance, in accordance with Board directives; collaborate with state and local agencies; and facilitate outreach efforts with stakeholders to strategically comply with goals and objectives. Other responsibilities of the position are outlined under Essential Duties.

ESSENTIAL DUTIES

- Direct the operations and general administration of the OBGMA including budget development and oversight, short- and long-range planning, and policy development and implementation.
- Assist with the planning and development of Board Meeting agendas.
- Ensure the timely and effective accomplishment of goals and objectives as determined by the Board.
- Develop, implement, and manage the Groundwater Sustainability Plan (GSP); update and/or revise plans as needed.
- Administer various contracts and agreements to ensure compliance.
- Oversee the consultant/contract selection process including determining scope of work, preparing Requests for Proposals (RFPs); negotiation of terms and contract development and review; monitor and evaluate consultant/contract performance.
- Prepare and present a variety of complex administrative and technical reports, recommending appropriate alternatives; follow up on action items as required.
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- Make presentations to the Board, governing bodies, and a variety of Boards and commissions; attend and participate in professional group meetings; stay abreast of new trends and innovations in the field.

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- ◀ General operations, functions and purposes of a municipal water district and environmental issues affecting such operations;
- ◀ Modern management practices, including: municipal finance, supervision, and organizational development;
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- ◀ Managerial, leadership, and interpersonal skills essential to demanding and visible activities within the OBGMA and the community;
- ◀ Laws and regulations pertaining to a groundwater sustainability;
- ◀ Fiscal management and decision making.

ABILITY TO:

- ◀ Ensure the timely and economic completion of necessary projects, reports, and studies as required by the Board;
- ◀ Plan for future needs of OBGMA;
- ◀ Employ modern management practices to insure the efficient operation of OBGMA;
- ◀ Communicate in an effective manner with the Board and all other interest groups including all governmental agencies;
- ◀ Establish and maintain cooperative working relationships with all such groups including representation of OBGMA's interest with the news media.

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Any combination of training and experience, which demonstrates attainment of the required knowledge and ability to perform the required work (with reasonable accommodation, if needed), typically:

EDUCATION: Equivalent to graduation from an accredited college or university with major work in public administration, business administration, civil engineering or a closely related field. An advanced degree from an accredited institution in one of the above areas is highly desirable.

EXPERIENCE: Five (5) years senior-level managerial experience with three (3) years of experience as General Manager or department head of a governmental agency or special district.

CERTIFICATIONS, LICENSES AND REGISTRATIONS

A valid California Class C driver's license must be maintained at all times.

EXHIBIT B

COMPENSATION FOR MANAGER SERVICES

Time Period	Monthly Payment
October 1, 2023 to September 30, 2024	\$1,785
October 1, 2024 to September 30, 2025	\$1,875
October 1, 2025 to September 30, 2026	\$1,970

Future years will be subject to negotiation between the parties.