

**REGULAR MEETING
OF
CACHUMA OPERATION AND MAINTENANCE BOARD**

**3301 Laurel Canyon Road
Santa Barbara, CA 93105**

Monday, August 24, 2015

2:00 P.M.

AGENDA

1. **CALL TO ORDER, ROLL CALL**
2. **PUBLIC COMMENT** (Public may address the Board on any subject matter not on the agenda and within the Board's jurisdiction. See "Notice to the Public" below. Please make your comments from the podium once acknowledged by the President of the Board.)
3. **INTRODUCTION OF STAFF INTERN**
4. **ELECTION OF VICE-PRESIDENT OF THE CACHUMA OPERATION & MAINTENANCE BOARD**
Action: Election of Vice-President by nomination and roll call vote of the Board
5. **PROCEDURE FOR PAYMENT OF CLAIMS**
For discussion and consideration by the Board
6. **CONSENT AGENDA** (All items on the Consent Agenda are considered to be routine and will be approved or rejected in a single motion. Any item placed on the Consent Agenda may be removed and placed on the Regular Agenda for discussion and possible action upon the request of any Board Member.)
Action: Recommend Approval of Consent Agenda by motion and roll call vote of the Board:
 - a. Minutes July 27, 2015 Regular Board Meeting
 - b. Investment of Funds
 - Financial Reports
 - Investment Reports
 - c. Review of Paid Claims
 - d. Review of Pending Claims for Payment
7. **VERBAL REPORTS FROM BOARD COMMITTEES**
Receive verbal information regarding the following committee meetings:
 - Operations Committee Meeting – August 6, 2015
 - Fisheries Committee Meeting – August 6, 2015
 - Administrative Committee Meeting – August 14, 2015
8. **OPERATIONS DIVISION STAFF PRESENTATION – OVERVIEW OF SOUTH COAST CONDUIT CONVEYANCE SYSTEM**
Receive information regarding an overview of the South Coast Conduit Conveyance System

9. **RESOLUTION NO. 608 – INCREASING PROJECT EXPENDITURE AND EXTENDING PROJECT EXPENDITURE DATE FOR THE EMERGENCY PUMPING FACILITIES PROJECT**
Action: Recommend approval by motion and roll call vote of the Board
10. **CONTRACT WITH STATE OF CALIFORNIA CONSERVATION CORPS**
Action: Recommend approval by motion and roll call vote of the Board
11. **MEMORANDUM OF UNDERSTANDING WITH CAL FIRE CONSERVATION CAMP PROGRAM**
Action: Recommend approval by motion and roll call vote of the Board
12. **FISH PASSAGE IMPROVEMENT PROJECT – QUIOTA CREEK, CROSSING 3**
Action: Recommend approval by motion and roll call vote of the Board
- a. Execution of Purchase Order for Contech Engineered Solutions, LLC
 - b. Payment of Encroachment Permit fees
 - c. Commencement of Bidding Process for Project Construction
 - d. Execution of Construction Contract with the Lowest Responsive and Responsible Bidder
13. **INTERIM GENERAL MANAGER’S REPORT**
Receive information from the Interim General Manager on topics pertaining to COMB, including but not limited to the following:
- Board Administration
 - Personnel
 - Financial
 - Operations Division
 - Fisheries Division
14. **OPERATIONS DIVISION REPORT**
Receive information regarding Operations Division activities, including but not limited to the following:
- Lake Cachuma Operations
 - Operation and Maintenance Activities
15. **FISHERIES DIVISION REPORT**
Receive information regarding Fisheries Division activities, including but not limited to the following:
- LSYR Steelhead Monitoring Elements
 - Tributary Project Updates
 - Surcharge Water Accounting
 - Reporting/Outreach/Training
16. **PROGRESS REPORT ON LAKE CACHUMA OAK TREE PROGRAM**
Receive information regarding the Lake Cachuma Oak Tree Program including but not limited to the following:
- Maintenance and Monitoring
17. **MONTHLY CACHUMA WATER REPORTS**
Receive information regarding the Cachuma Project, including but not limited to the following:
- Cachuma Water Reports
 - Cachuma Reservoir Current Conditions
 - Lake Cachuma Quagga Survey

18. **GENERAL MANAGER RECRUITMENT PROCESS**
For discussion and possible action by motion and roll call vote of the Board
19. **DIRECTORS' REQUESTS FOR AGENDA ITEMS FOR FUTURE MEETING**
20. **[CLOSED SESSION]: CONFERENCE WITH LEGAL COUNSEL
EXISTING AND POTENTIAL LITIGATION; CONFIDENTIAL PERSONNEL MATTER**
 - a. [Government Code Section 54956.9(d)(4)]
Name of case: California Trout, Inc. v. United States Bureau of Reclamation et al.,
United States District Court, CDCA, Case No., 2:14-CV-7744
 - b. [Government Code Section 54957(b)(1)]
Confidential Personnel Matter - Interim General Manager
21. **RECONVENE INTO OPEN SESSION**

[Government Code Section 54957.7]
Disclosure of actions taken in closed session, as applicable
[Government Code Section 54957.1]
 - a. California Trout, Inc. v. United States Bureau of Reclamation et al
 - b. Confidential Personnel Matter - Interim General Manager
22. **MEETING SCHEDULE**
 - **September 28, 2015 at 2:00 P.M., COMB Office**
 - **Board Packages Available on the COMB Website**
www.cachuma-board.org
23. **COMB ADJOURNMENT**

NOTICE TO PUBLIC

Posting of Agenda: This agenda was posted at COMB's offices, located at 3301 Laurel Canyon Road, Santa Barbara, California, 93105 and on COMB's website, in accordance with Government Code Section 54954.2. The agenda contains a brief general description of each item to be considered by the Governing Board. The Board reserves the right to modify the order in which agenda items are heard. Copies of staff reports or other written documents relating to each item of business are on file at the COMB offices and are available for public inspection during normal business hours. A person with a question concerning any of the agenda items may call COMB's General Manager at (805) 687-4011.

Written materials: In accordance with Government Code Section 54957.5, written materials relating to an item on this agenda which are distributed to the Governing Board less than 72 hours (for a regular meeting) or 24 hours (for a special meeting) will be made available for public inspection at the COMB offices during normal business hours. The written materials may also be posted on COMB's website subject to staff's ability to post the documents before the scheduled meeting.

Public Comment: Any member of the public may address the Board on any subject within the jurisdiction of the Board that is not scheduled for as an agenda item before the Board. The total time for this item will be limited by the President of the Board. The Board is not responsible for the content or accuracy of statements made by members of the public. No action will be taken by the Board on any Public Comment item.

Americans with Disabilities Act: in compliance with the Americans with Disabilities Act, if you need special assistance to review agenda materials or participate in this meeting, please contact the Cachuma Operation and Maintenance Board office at (805) 687-4011 at least 48 hours prior to the meeting to enable the Board to make reasonable arrangements.

Note: If you challenge in court any of the Board's decisions related to the listed agenda items you may be limited to raising only those issues you or someone else raised at any public hearing described in this notice or in written correspondence to the Governing Board prior to the public hearing.

CACHUMA OPERATION & MAINTENANCE BOARD

BOARD MEMORANDUM

Date:	August 24, 2015
Submitted by:	Janet Gingras

SUBJECT: **Procedure for Payment of Claims**

SUMMARY:

COMB has a long established and successful procedure for processing claims while working in concert with Generally Accepted Accounting Principles (GAAP), as well as audited internal control requirements. Routine "housekeeping" items, consultant invoices, and contractor invoices are all subject to a multi-level review process as outlined below:

- 1) Invoices are initially compared and verified against purchase orders, contracts, professional service agreements (PSA), and task order's as appropriate by the Administrative Assistant III/Bookkeeper.
- 2) Division Managers review and approve respective invoices for payment.
- 3) Claims are forwarded to the Administrative Manager and General Manager separately for approval.
- 4) Warrants (payments) are prepared and submitted separately to the Administrative Manager and the General Manager for signature.

COMB has an established two-signature requirement on all payments, typically the General Manager and Administrative Manager. However in the absence of either Manager, any authorized Director may counter-sign a check.

The Board has expressed a desire to change the method by which COMB processes claims. Some claims were booked into the accounting system and then reviewed by the Board post-payment. As an example, there have been instances where an invoice had been booked in March or April, actual payment was issued in May, and review by the Board occurred the following month, when the Payment of Claims was presented to the Board under the Consent Agenda. Administrative staff has considered the Board's request and is suggesting an approach which will expedite those claims that are routine in nature, while addressing review concerns of the Board. It should be recognized that the procedure should be flexible enough to accommodate an emergency that otherwise cannot wait for Board review and approval. The Board will continue to receive copies of legal and consultant invoices, but the new method will incorporate Board review and approval in advance of payment. This process will be inserted in the draft procurement policy presented to the Board at a future meeting.

SUMMATION OF PROCESS:

- The process to manage "housekeeping" and routine claims will continue as past-practice. This will enable reoccurring items to be promptly paid and eliminate any late fees or other unnecessary transaction charges. These items will continue to be included on the Consent Agenda as '*Review of Paid Claims*'.
- Consultants and legal invoices will be internally processed as outlined above. A report reflective of the pending claims will be presented to the Board on the Consent Agenda titled '*Review of Pending Claims for Payment*'. Payments will be issued once Board approval is received.

FISCAL IMPACTS:

N/A

LEGAL CONCURRENCE:

N/A

ENVIRONMENTAL COMPLIANCE:

N/A

COMMITTEE STATUS:

Procedure was reviewed and discussed at the August 14, 2015 Administrative Committee meeting.

RECOMMENDATION:

The Administrative Committee concurred with the Summation of Process as outlined above and directed the process be presented to the Board for information.

LIST OF EXHIBITS:

None

**MINUTES OF A REGULAR MEETING
of the
CACHUMA OPERATION & MAINTENANCE BOARD**

held at
3301 Laurel Canyon Road, Santa Barbara, CA
Monday, July 27, 2015

1. Call to Order, Roll Call

The meeting was called to order at 2:00 p.m. by President Doug Morgan who chaired the meeting. Those in attendance were:

Directors present:

Lauren Hanson	Goleta Water District
Doug Morgan	Montecito Water District
Kevin Walsh	SYR Water Conservation District, ID No. 1
Harwood "Bendy" White	City of Santa Barbara (<i>Alternate</i>)
Polly Holcombe	Carpinteria Valley Water District

President Morgan noted a change to the Board and introduced Bendy White, Alternate Director for the City of Santa Barbara. Director Dale Francisco is approaching the end of his term as Councilman for the City of Santa Barbara; with that, he is stepping down as representative to the COMB Board and introducing his alternate as his replacement. Director White spoke to his knowledge base on COMB activities and is eager to work with everyone in the months ahead.

Dale Francisco addressed the Board and expressed how much he has enjoyed serving as a Director for COMB representing the City of Santa Barbara. Mr. Francisco noted he is slowly transitioning some of his responsibilities; he stated that the COMB Board is in good hands with Director White and wished COMB and Director White every success.

Others present:

Randall Ward	Dan Ellison
Janet Gingras	Tom Fayram
Dave Stewart	Chris Dahlstrom
Tim Robinson	Matt Naftaly
Adelle Capponi	Charles Hamilton
Amy Smith	Dale Francisco
Dale Francisco	Kelley Dyer

2. Public Comment

Phil Walker spoke to evaporation rates; new evaporation read technologies, and El Niño expectations.

3. Consent Agenda

a. Minutes

June 22, 2015 Regular Board Meeting

b. Investment Funds

Financial Reports
Investment Reports

c. Payment of Claims

Item 3c-Payment of Claims was removed for discussion. Director Holcombe commented on Item 3c, page 1, specifically a claim paid to Musick, Peeler & Garrett, LLP for April services. She echoed an on-going concern about legal claims being paid without the Board being made aware of claims' content. President Morgan asked Janet Gingras, Administrative Manager, whether or not the process for review of legal claims could occur prior to the issuance of payment, as referenced by Director Holcombe. Ms. Gingras responded that it could be accommodated, recognizing that a 'transitional' period would ensue in order to properly process payables. Director Holcombe requested to review invoice detail related to a payment made to Turenchalk Network Services.

Following consideration, the Board entertained the following motions:

Director Hanson moved to approve Item 3a and 3b of the Consent Agenda, seconded by Director Holcombe. Motion carried 7/0/0 as follows:

Ayes: White, Walsh, Holcombe, Hanson, Morgan

Nayes: None

Absent/Abstain: None

Director Hanson moved to approve Item 3c of the Consent Agenda, seconded by Director Holcombe. Director Walsh commented he will be voting 'No' on Item 3c specific to the invoice related to Musick, Peeler & Garret, LLP. Motion carried 6/1/0 as follows:

Ayes: White, Holcombe, Hanson, Morgan

Nayes: Walsh

Absent/Abstain: None

President Morgan made a final comment with regards to legal issues: In his review, he observed some phone calls that could be interpreted as 'trivial;' whether they are or not, he directed that, going forward, all calls to legal counsel should go through either the General Manager or the President of the Board. This will assist in further reducing attorney costs.

4. Board Committee Appointments for Fiscal Year 2015-16

President Morgan made the following appointments:

COMMITTEE NAME	COMMITTEE CHAIR	COMMITTEE MEMBER	ALTERNATE MEMBER
Administrative (Finance, Personnel, Legal)	Director Morgan	Director Holcombe	Director Hanson
Operations	Director Walsh	Director Morgan	Director White
Fisheries	Director Holcombe	Director Hanson	Director Walsh

Lake Cachuma Oak Tree	Director White	Director Walsh	Director Morgan
Public Outreach	Director Hanson	Director Holcombe	Director White

President Morgan noted that with the recent change in the Board of Directors', he would revisit the appointments and make adjustments as/if needed.

5. Proposed Annual Resolutions

- a. Resolution No. 596 Adopting An Annual Statement of Investment Policy
- b. Resolution No. 597 Authorizing Investment of Monies in the Local Agency Investment Fund
- c. Resolution No. 598 Establishing a Supplemental Account Agreement for Telephone Transfers
- d. Resolution No. 599 Establishing a Check Signing Policy for General Fund Account for Payment of Claims
- e. Resolution No. 600 Authorizing Signatories for General Fund Account at The Bank of Santa Barbara
- f. Resolution No. 601 Authorizing Signatories for Revolving Fund Account at The Bank of Santa Barbara
- g. Resolution No. 602 Establishing a Check Signing Policy for Cachuma Project Trust Fund and Master Contract Renewal Fund Accounts for Payment of Claims
- h. Resolution No. 603 Authorizing Signatories for Trust Fund and Renewal Fund Accounts at The Bank of Santa Barbara
- i. Resolution No. 604 Establishing Time and Place for Board Meetings

Director Walsh moved to approve Resolution No. 596 through Resolution No. 604 as presented, seconded by Director Holcombe. Motion carried 7/0/0 as follows:

Ayes: White, Walsh, Holcombe, Hanson, Morgan

Nays: None

Absent/Abstain: None

6. Consider Approval for Selection of Bartlett, Pringle & Wolf, LLP to Perform Fiscal Year 2014-15 Audit

Director Walsh moved to approve the selection and engagement agreement of Bartlett, Pringle & Wolf, LLP to perform Fiscal Year 2014-15 audit, seconded by Director Hanson. Director Holcombe confirmed the rotation of auditing partners within the firm. Ms. Gingras affirmed that is their practice. Following discussion, the motion carried 7/0/0 as follows:

Ayes: White, Walsh, Holcombe, Hanson, Morgan

Nays: None

Absent/Abstain: None

7. Presentation: Relocation of Emergency Pumping Facility

Randall Ward introduced Dan Ellison, Project Consultant with HDR Engineering, Inc. Mr. Ellison provided a briefing on the current status of operation and the pending potential bargain

relocation. The presentation included analysis of existing usage, lake elevations and resulting impacts. Mr. Ward noted the updated analysis will be provided to the Board and Member Unit Manager's this week.

8. Consider Approval of Items Related to the Emergency Pumping Facilities Project

- a. Resolution No. 605 Increasing Project Expenditure and Extending Project Expenditure Date
- b. Resolution No. 606 Adopting Proposition 84 IRWMP Sub-Grant Agreement with the County of Santa Barbara
- c. HDR Engineering Inc., Professional Services Agreement (PSA) Contract for FY 2015-16

Item 8a-Randall Ward highlighted some specifics within the resolution, and noted it requires ratification by each Member Unit. Following discussion, Director Holcombe moved to approve Item 8a-Resolution No. 605, seconded by Director Hanson. Requiring a unanimous vote, motion failed by the following roll call vote:

Ayes: White, Holcombe, Hanson, Morgan

Nayes: Walsh

Absent/Abstain: None

Chris Dahlstrom, General Manager of Santa Ynez RWCD, ID No.1, requested that the Indemnification Agreement (April 2014) that was entered in to at the inception of this project, be reviewed by his legal counsel to see if it applies to Resolution No. 605, as presented. Mr. Ward noted that this was provided to counsel who affirmed the current Indemnification Agreement applies. President Morgan requested Randall Ward to provide that affirmation to ID No.1.

Due to multiple concerns, Director Walsh requested that this item be brought back to the August meeting for consideration and approval.

Item 8b-Randall Ward provided a brief summary of the item under consideration. Director Hanson moved approval of Resolution No. 606, seconded by Director Holcombe. Motion carried 7/0/0 as follows:

Ayes: White, Walsh, Holcombe, Hanson, Morgan

Nayes: None

Absent/Abstain: None

Item 8c-Randall Ward noted that this is an extension of the agreement with HDR Engineering, Inc., to continue their efforts related to the EPFP. Director Hanson moved to approve the Professional Services Agreement with HDR Engineering, Inc. or FY 2015-16, seconded by Director Holcombe. Motion carried 7/0/0 as follows:

Ayes: White, Walsh, Holcombe, Hanson, Morgan

Nayes: None

Absent/Abstain: None

9. Consider Approval of Scopes of Work for Fisheries Division Consultants for FY 2015-16

Randall Ward noted that the items presented for approval are consistent with the budget as well as the work plan that has been carried out over the years. A lengthy examination ensued on

Item #6a

content in the individual Scopes of Work (SOW) and the 2001 MOU. Following consideration, Director Hanson moved to approve the Scopes of Work as presented, seconded by Director White. Discussion: Director White requested that he be supplied with a copy of the 2001 MOU. Director Morgan questioned the RiverWare Model Support Task 3 (\$5,000) as included on the SOW for Stetson Engineers, which is contracted by ID No.1 and the Santa Ynez River Water Conservation District, Parent District (Parent District). Director Morgan observed that for the past two years, no expenditures have occurred against this line item, and inquired as to its inclusion again this fiscal year. Tim Robinson, Fisheries Division Manager, responded that the model is anticipated to be completed this year, making it useful to the Fisheries Division. Chris Dahlstrom added that the Parent District, who is the lead agency on the RiverWare project, has not included that effort in their current budget year, nor has ID No. 1. Mr. Robinson noted that he was unaware of the exclusion in each budget and, thus, agreed it could be removed.

President Morgan noted the motion, as amended, removing the RiverWare Task from Stetson Engineers' SOW, and called for the vote. Motion carried 6/1/0 as follows:

Ayes: White, Holcombe, Hanson, Morgan

Nays: Walsh

Absent/Abstain: None

10. General Manager's Report

- *USBR Site Inspection-Category 1 Recommendation Status:* Cross connection reports have all been completed. COMB requested USBR to remove these items from their Category 1 list. Their response is pending at this time.
- *Santa Barbara County Drought Task Force (DTF):* Lake conditions and water supply were considered.
- *Encroachment/Right-of-Way:* Staff is developing the GIS records that will provide additional overlays for the mapping process. This will be presented to the Operations Committee for review.
- *Drought Emergency Pumping Facility Project: 1-Operations; 2-Grant Funding:* There are several options of pipe storage, all of which are being considered at depth. The report on storage options has been provided to the Board and Member Unit Managers for comment; once received, this item will return to the Board for further consideration.
- *Infrastructure Improvement Plan (IIP):* The intention is to provide quarterly reports to the Board, with incremental reports presented to the Operations Committee.

11. Operations Division Report

- *Lake Cachuma Operations*
- *Operation and Maintenance Activities*

Dave Stewart, Operations Division Manager referred to his report as included in the board packet and fielded questions as needed from the Board.

12. Fisheries Division Report

- *LSYR Steelhead Monitoring Elements*
- *Tributary Project Updates*
- *Surcharge Water Accounting*
- *Reporting/Outreach/Training*

Tim Robinson, Fisheries Division Manager, noted some highlights as presented in his report included the board packet. Additionally, Mr. Robinson attended the annual ESRI Conference in San Diego, where he gave a presentation on steelhead and the drought.

13. Progress Report on Lake Cachuma Oak Tree Program

- *Maintenance and Monitoring*

Tim Robinson noted that the Oak Tree program is progressing and that an Oak Tree Committee Meeting is expected to be scheduled soon.

14. Monthly Cachuma Water Reports

The reports were included in the board packet for information. There were no questions from the Board.

15. Directors' Requests for Agenda Items for Future Meeting

- Director Holcombe requested to have legal process and review on all of the items Counsel has been working on, many of which the Directors' have been unaware of. This could be either in open or closed session as appropriate; and may be considered at the August or September Regular Board meeting.

16. Resolution No. 607 For General Manager Randall Ward Upon His Retirement from COMB

President Morgan asked Director Hanson to read and present the resolution to Mr. Ward.

Director Hanson moved to approve Resolution No. 607, seconded by Director White.

Discussion: Director Holcombe asked for a date clarification and rewording of one sentence as follows: 2nd WHEREAS, "... he is stepping down at the end of August 31, 2015"; the final WHEREAS "...Randy has guided COMB with a sure hand, and ability to focus on the critically important and ~~not be distracted by the intramural dramas of a multi member agency~~, the confidence that comes from a....".

As the maker of the motion, Director Hanson agreed to the modifications as noted, seconded by Director White. President Morgan called for the vote. Motion carried 7/0/0 as follows:

Ayes: White, Walsh, Holcombe, Hanson, Morgan

Nays: None

Absent/Abstain: None

17. [Closed Session]: Conference with Legal Counsel: Existing and Potential Litigation; and, Public Employment/Public Employee Appointment

- a. [Government Code Section 54956.9(d)(4)]
Name of case: California Trout, Inc. v. United States Bureau of Reclamation et al.,
United States District Court, CDCA, Case No. 2:14-CV-7744
- b. [Government Code Section 54956.9(d)(1)]
Name of case: Andrew Brown and Jessica Brown v. Cachuma Operation & Maintenance Board, Santa Barbara Superior Court Case No. 1438821
- c. [Government Code Section 54957(b)(1)]
Title: Interim General Manager

The Board went into closed session at 5:04 p.m.

18. Reconvene Into Open Session

[Government Code Section 54957.7]

Disclosure of actions taken in closed session, as applicable

[Government Code Section 54957.1]

The Board came out of closed session at 6:17 p.m.

- a. California Trout, Inc. v. United States Bureau of Reclamation et al
There was no reportable action.
- b. Andrew Brown and Jessica Brown v. Cachuma Operation & Maintenance Board
Pursuant to a previously announced settlement, the Board approved an assignment agreement to ACWA/JPIA.
- c. Appointment of Interim General Manager
The Board of Directors approved appointing Janet Gingras, Assistant General Manager, to serve as Interim General Manager; and is effective August 1, 2015. Appointment was approved by unanimous vote 7/0/0 as follows:

Ayes: Morgan, White, Walsh, Holcombe, Hanson

Nays: None

Abstain/Absent: None

19. Meeting Schedule

- The next regular Board meeting will be held August 24, 2015 at 2:00 p.m.
- The Agendas and Board Packets are available on the COMB website at www.cachuma-board.org

20. COMB Adjournment

There being no further business, the meeting was adjourned at 6:20 p.m.

Respectfully submitted,

Janet Gingras, Secretary of the Board

APPROVED:

Doug Morgan, President of the Board

COMB
Statement of Net Assets
As of July 31, 2015

ASSETS**Current Assets****Checking/Savings****TRUST FUNDS**

1210 · WARREN ACT TRUST FUND

327,671.52

1220 · RENEWAL FUND

10,215.61

Total TRUST FUNDS

337,887.13

1050 · GENERAL FUND

1,081,396.74

1100 · REVOLVING FUND

17,780.21

Total Checking/Savings

1,437,064.08

Other Current Assets

1010 · PETTY CASH

500.00

1200 · LAIF

1,139,873.57

1303 · Bradbury SOD Act Assmnts Rec

78,676.00

1304 · Lauro Dam SOD Assesmnt Rec

13,818.00

1310 · MISC Receivables

1,512,571.00

1400 · PREPAID INSURANCE

18,125.72

Total Other Current Assets

2,763,564.29

Total Current Assets

4,200,628.37

Fixed Assets

1500 · VEHICLES

431,604.76

1505 · OFFICE FURN & EQUIPMENT

405,274.68

1510 · MOBILE OFFICES

97,803.34

1515 · FIELD EQUIPMENT

517,530.41

1525 · PAVING

38,351.00

1550 · ACCUMULATED DEPRECIATION

-1,348,556.82

Total Fixed Assets

142,007.37

Other Assets

1910 · LT Bradbury SOD Act Assess Rec

5,334,042.07

1920 · LT Lauro SOD Act Assess Rec

954,789.00

1921 · Loan Receivable - EPFP

2,601,317.00

Total Other Assets

8,890,148.07

TOTAL ASSETS**13,232,783.81**

COMB
Statement of Net Assets
As of July 31, 2015

LIABILITIES & NET ASSETS**Liabilities****Current Liabilities****Accounts Payable**

2200 · ACCOUNTS PAYABLE

188,123.31

Total Accounts Payable188,123.31**Other Current Liabilities**

Payroll-DepPrm Admin

259.24

Payroll-DepPrm FD

4.62

Payroll-DepPrm Ops

9.24

2505 · ACCRUED WAGES

28,700.35

2550 · VACATION/SICK

124,333.16

2561 · BRADBURY DAM SOD ACT

78,676.65

2563 · LAURO DAM SOD ACT

13,818.00

2565 · ACCRUED INTEREST SOD ACT

87,008.00

2590 · DEFERRED REVENUE

837,887.13

Total Other Current Liabilities1,170,696.35**Total Current Liabilities**

1,358,819.66

Long Term Liabilities

2602 · LT SOD Act Liability-Bradbury

5,334,042.07

2603 · LT SOD Act Liability - Lauro

954,789.00

2604 · OPEB LT Liability

595,690.00

2605 · Loan Payable - EPFP

2,601,317.00

Total Long Term Liabilities9,485,838.07**Total Liabilities**

10,844,657.73

NET POSITION

3901 · Retained Net Assets

1,224,652.68

Net Income

1,163,472.45

Total Net Assets2,388,126.08**TOTAL LIABILITIES & NET POSITION**13,232,783.81

comb2
Statement of Revenues and Expenditures
Budget vs. Actuals July 2015 - Jun 2016

	Fisheries			Operations			TOTAL		
	Jul 15	Budget	% of Budget	Jul 15	Budget	% of Budget	Jul 15	Budget	% of Budget
Income									
3000 REVENUE									
3001 - O&M Budget (Qtrly Assessments)	243,541.00	1,089,077.00	22.16%	1,269,030.00	5,651,050.00	22.46%	1,512,571.00	6,750,127.00	22.41%
3006 - Warren Act	0.00	571,728.00	0.0%	0.00	0.00	0.0%	0.00	571,728.00	0.0%
3007 - Renewal Fund	0.00	0.00	0.0%	0.00	0.00	0.0%	0.00	0.00	0.0%
3010 - Interest Income	0.00	0.00	0.0%	7.91	0.00	0.0%	7.91	0.00	100.0%
3020 - Misc Income	0.00	0.00	0.0%	58.20	0.00	0.0%	58.20	0.00	100.0%
3032 - Grant-QC Crossing #3	0.00	705,205.00	0.0%	0.00	0.00	0.0%	0.00	705,205.00	0.0%
3033 - Grant-QC Crossing # 0 (a&b)	0.00	671,635.00	0.0%	0.00	0.00	0.0%	0.00	671,635.00	0.0%
3035 - Cachuama Project Betterment Fund	0.00	90,000.00	0.0%	0.00	0.00	0.0%	0.00	90,000.00	0.0%
Total 3000 REVENUE	243,541.00	3,137,645.00	7.76%	1,269,096.11	5,651,050.00	22.46%	1,512,637.11	8,788,695.00	17.21%
Total Income	243,541.00	3,137,645.00	7.76%	1,269,096.11	5,651,050.00	22.46%	1,512,637.11	8,788,695.00	17.21%
Gross Profit	243,541.00	3,137,645.00	7.76%	1,269,096.11	5,651,050.00	22.46%	1,512,637.11	8,788,695.00	17.21%
Expense									
PAYROLL									
Gross	0.00	0.00	0.0%	0.00	0.00	0.0%	0.00	0.00	0.0%
Gross-FD	0.00	0.00	0.0%	0.00	0.00	0.0%	0.00	0.00	0.0%
Total PAYROLL	0.00	0.00	0.0%	0.00	0.00	0.0%	0.00	0.00	0.0%
3100 - LABOR - OPERATIONS									
Total 3100 - LABOR - OPERATIONS	0.00	815,197.00	8.53%	69,525.48	815,197.00	8.53%	69,525.48	815,197.00	8.53%
3200 VEH & EQUIPMENT									
3201 - Vehicle/Equip Mnce	0.00	30,000.00	5.97%	1,789.39	30,000.00	5.97%	1,789.39	30,000.00	5.97%
3202 - Fixed Capital	0.00	15,000.00	0.0%	0.00	15,000.00	0.0%	0.00	15,000.00	0.0%
3203 - Equipment Rental	0.00	5,000.00	3.26%	162.85	5,000.00	3.26%	162.85	5,000.00	3.26%
3204 - Miscellaneous	0.00	5,000.00	0.0%	0.00	5,000.00	0.0%	0.00	5,000.00	0.0%
Total 3200 VEH & EQUIPMENT	0.00	55,000.00	3.55%	1,952.24	55,000.00	3.55%	1,952.24	55,000.00	3.55%
3300 - CONTRACT LABOR									
3301 - Conduit, Meter, Valve & Misc	0.00	20,000.00	0.0%	0.00	20,000.00	0.0%	0.00	20,000.00	0.0%
3302 - Buildings & Roads	0.00	20,000.00	0.0%	0.00	20,000.00	0.0%	0.00	20,000.00	0.0%
3303 - Reservoirs	0.00	30,000.00	0.0%	0.00	30,000.00	0.0%	0.00	30,000.00	0.0%
3304 - Engineering, Misc Services	0.00	25,000.00	0.0%	0.00	25,000.00	0.0%	0.00	25,000.00	0.0%
Total 3300 - CONTRACT LABOR	0.00	95,000.00	0.0%	0.00	95,000.00	0.0%	0.00	95,000.00	0.0%
3400 - MATERIALS & SUPPLIES									
3401 - Conduit, Meter, Valve & Misc	0.00	65,000.00	0.0%	0.00	65,000.00	0.0%	0.00	65,000.00	0.0%
3402 - Buildings & Roads	0.00	15,000.00	1.46%	218.32	15,000.00	1.46%	218.32	15,000.00	1.46%
3403 - Reservoirs	0.00	10,000.00	0.0%	0.00	10,000.00	0.0%	0.00	10,000.00	0.0%
Total 3400 - MATERIALS & SUPPLIES	0.00	90,000.00	0.24%	218.32	90,000.00	0.24%	218.32	90,000.00	0.24%
3500 - OTHER EXPENSES									
3501 - Utilities	0.00	7,000.00	10.93%	765.38	7,000.00	10.93%	765.38	7,000.00	10.93%
3502 - Uniforms	0.00	5,000.00	0.0%	0.00	5,000.00	0.0%	0.00	5,000.00	0.0%
3503 - Communications	0.00	18,000.00	8.37%	1,506.13	18,000.00	8.37%	1,506.13	18,000.00	8.37%

comb2
Statement of Revenues and Expenditures
Budget vs. Actuals July 2015 - Jun 2016

	Fisheries			Operations			TOTAL		
	Jul 15	Budget	% of Budget	Jul 15	Budget	% of Budget	Jul 15	Budget	% of Budget
3504 - USA & Other Services	0.00			207.00	4,000.00	5.18%	207.00	4,000.00	5.18%
3505 - Miscellaneous	0.00			548.54	8,000.00	6.86%	548.54	8,000.00	6.86%
3506 - Training	0.00			0.00	3,000.00	0.0%	0.00	3,000.00	0.0%
Total 3500 - OTHER EXPENSES	0.00			3,027.05	45,000.00	6.73%	3,027.05	45,000.00	6.73%
4000 - Reconciliation Discrepancies	0.00			0.06			0.06	0.00	100.0%
4100 - LABOR - FISHERIES									
4101 - Senior Resource Scientist	11,671.00	104,339.00	11.19%	0.00			11,671.00	104,339.00	11.19%
4102 - Project Biologist	11,229.60	96,169.00	11.68%	0.00			11,229.60	96,169.00	11.68%
4103 - Biologist	9,921.60	82,701.00	12.0%	0.00			9,921.60	82,701.00	12.0%
4114 - Seasonal Aide - JG	0.00	13,750.00	0.0%	0.00			0.00	13,750.00	0.0%
4116 - Seasonal Aide - DR	1,212.76	13,750.00	8.82%	0.00			1,212.76	13,750.00	8.82%
4117 - Seasonal Aide - BJ	0.00	13,750.00	0.0%	0.00			0.00	13,750.00	0.0%
4118 - Seasonal Aide - NS	2,555.63	13,750.00	18.59%	0.00			2,555.63	13,750.00	18.59%
4119 - Seasonal Aide - MW	1,883.25	13,750.00	13.7%	0.00			1,883.25	13,750.00	13.7%
4120 - Seasonal Aide - DH	1,675.00	13,750.00	12.18%	0.00			1,675.00	13,750.00	12.18%
4150 - FD Health & WC	10,786.31	96,854.00	11.14%	0.00			10,786.31	96,854.00	11.14%
4151 - FD PERS	6,872.63	59,454.00	11.56%	0.00			6,872.63	59,454.00	11.56%
4152 - FD Co FICA	2,752.70	22,674.00	12.14%	0.00			2,752.70	22,674.00	12.14%
4153 - FD Co Medicare	643.76	5,303.00	12.14%	0.00			643.76	5,303.00	12.14%
Total 4100 - LABOR - FISHERIES	61,204.24	549,994.00	11.13%	0.00			61,204.24	549,994.00	11.13%
4200 - VEHICLES & EQUIP - FISHERIES									
4270 - Vehicle/Equip Mnce	1,742.16	13,000.00	13.4%	0.00			1,742.16	13,000.00	13.4%
4280 - Fixed Capital	0.00	15,000.00	0.0%	0.00			0.00	15,000.00	0.0%
4290 - Miscellaneous	0.00	2,500.00	0.0%	0.00			0.00	2,500.00	0.0%
Total 4200 - VEHICLES & EQUIP - FISHERIES	1,742.16	30,500.00	5.71%	0.00			1,742.16	30,500.00	5.71%
4220 - CONTRACT LABOR - FISHERIES									
4221 - Meters & Valves	0.00	3,000.00	0.0%	0.00			0.00	3,000.00	0.0%
4222 - Fish Projects Maintenance	0.00	40,000.00	0.0%	0.00			0.00	40,000.00	0.0%
Total 4220 - CONTRACT LABOR - FISHERIES	0.00	43,000.00	0.0%	0.00			0.00	43,000.00	0.0%
4300 - MATERIALS/SUPPLIES - FISHERIES									
4390 - Miscellaneous	34.60	7,000.00	0.49%	0.00			34.60	7,000.00	0.49%
Total 4300 - MATERIALS/SUPPLIES - FISHERIES	34.60	7,000.00	0.49%	0.00			34.60	7,000.00	0.49%
4500 - OTHER EXPENSES - FISHERIES									
4502 - Uniforms	0.00	2,500.00	0.0%	0.00			0.00	2,500.00	0.0%
Total 4500 - OTHER EXPENSES - FISHERIES	0.00	2,500.00	0.0%	0.00			0.00	2,500.00	0.0%
4999 - GENERAL & ADMINISTRATIVE									
5000 - Director Fees									
5001 - Director Mileage	0.00	2,000.00	1.85%	37.07	2,000.00	1.85%	37.07	2,000.00	1.85%
5000 - Director Fees - Other	0.00	11,000.00	3.78%	416.00	11,000.00	3.78%	416.00	11,000.00	3.78%
Total 5000 - Director Fees	0.00	13,000.00	3.49%	453.07	13,000.00	3.49%	453.07	13,000.00	3.49%
5100 - Legal	0.00	100,000.00	0.0%	0.00	100,000.00	0.0%	0.00	100,000.00	0.0%
Total 5100 - Legal	0.00	100,000.00	0.0%	0.00	100,000.00	0.0%	0.00	100,000.00	0.0%

comb2
Statement of Revenues and Expenditures
Budget vs. Actuals July 2015 - Jun 2016

	Fisheries			Operations			TOTAL		
	Jul 15	Budget	% of Budget	Jul 15	Budget	% of Budget	Jul 15	Budget	% of Budget
5101-1 - Audit	0.00			0.00	20,000.00	0.0%	0.00	20,000.00	0.0%
5150 - Unemployment Tax	0.00			0.00	5,000.00	0.0%	0.00	5,000.00	0.0%
5200 - Liability Insurance	0.00			0.00	42,705.00	0.0%	0.00	42,705.00	0.0%
5201 - Health & Workers Comp	0.00			23,559.87	180,093.00	13.08%	23,559.87	180,093.00	13.08%
5250 - PERS	0.00			5,510.88	58,420.00	9.43%	5,510.88	58,420.00	9.43%
5260 - Company FICA Admin	0.00			2,352.96	20,754.00	11.34%	2,352.96	20,754.00	11.34%
5265 - Company MCARE Admin	0.00			550.32	4,854.00	11.34%	550.32	4,854.00	11.34%
5300 - Manager Salary	0.00			13,413.00	117,000.00	11.46%	13,413.00	117,000.00	11.46%
5301 - Administrative Manager	0.00			9,653.46	87,750.00	11.0%	9,653.46	87,750.00	11.0%
5303 - Admin Assistant I	0.00			3,407.15	42,250.00	8.06%	3,407.15	42,250.00	8.06%
5306 - Administrative Assistant III	0.00			5,741.16	45,500.00	12.62%	5,741.16	45,500.00	12.62%
5310 - Postage/Office Exp	0.00			642.99	8,000.00	8.04%	642.99	8,000.00	8.04%
5311 - Office Equip/Leases	0.00			762.25	8,000.00	9.53%	762.25	8,000.00	9.53%
5312 - Misc Admin Expenses	0.00			286.34	10,790.00	2.65%	286.34	10,790.00	2.65%
5313 - Communications	0.00			656.26	8,500.00	7.72%	656.26	8,500.00	7.72%
5314 - Utilities	0.00			1,852.06	9,737.00	19.02%	1,852.06	9,737.00	19.02%
5315 - Membership Dues	0.00			0.00	8,000.00	0.0%	0.00	8,000.00	0.0%
5316 - Admin Fixed Assets	0.00			0.00	4,000.00	0.0%	0.00	4,000.00	0.0%
5318 - Computer Consultant	0.00			2,712.51	15,000.00	18.08%	2,712.51	15,000.00	18.08%
5325 - Emp Training/Subscriptions	0.00			0.00	2,000.00	0.0%	0.00	2,000.00	0.0%
5330 - Admin Travel/Conferences	0.00			142.05	2,000.00	7.1%	142.05	2,000.00	7.1%
5331 - Public Information	0.00			0.00	1,000.00	0.0%	0.00	1,000.00	0.0%
5352 - Program Analyst	0.00			0.00	42,250.00	0.0%	0.00	42,250.00	0.0%
Total 4999 - GENERAL & ADMINISTRATIVE	0.00			71,696.33	856,603.00	8.37%	71,696.33	856,603.00	8.37%
5400 - GENERAL & ADMIN - FISHERIES									
5401 - Health & Workers Comp.	3,842.36	44,184.00	8.7%	0.00	44,184.00		3,842.36	44,184.00	8.7%
5402 - CalPERS	2,967.38	31,457.00	9.43%	0.00	31,457.00		2,967.38	31,457.00	9.43%
5403 - Company Fica	1,032.26	11,175.00	9.24%	0.00	11,175.00		1,032.26	11,175.00	9.24%
5405 - GM Salary	7,222.38	63,000.00	11.46%	0.00	63,000.00		7,222.38	63,000.00	11.46%
5406 - Company MCare	241.39	2,614.00	9.24%	0.00	2,614.00		241.39	2,614.00	9.24%
5407 - Legal - FD	0.00	25,000.00	0.0%	0.00	25,000.00		0.00	25,000.00	0.0%
5408 - Administrative Manager	5,198.01	47,250.00	11.0%	0.00	47,250.00		5,198.01	47,250.00	11.0%
5409 - Administrative Assistant III	3,091.39	24,500.00	12.62%	0.00	24,500.00		3,091.39	24,500.00	12.62%
5410 - Postage / Office Supplies	275.42	3,000.00	9.18%	0.00	3,000.00		275.42	3,000.00	9.18%
5411 - Office Equipment / Leases	410.43	5,218.00	7.87%	0.00	5,218.00		410.43	5,218.00	7.87%
5412 - Misc. Admin Expense	231.66	5,810.00	3.99%	0.00	5,810.00		231.66	5,810.00	3.99%
5413 - Communications	398.54	4,305.00	9.26%	0.00	4,305.00		398.54	4,305.00	9.26%
5414 - Utilities	997.26	5,243.00	19.02%	0.00	5,243.00		997.26	5,243.00	19.02%
5415 - Membership Dues	0.00	4,000.00	0.0%	0.00	4,000.00		0.00	4,000.00	0.0%
5416 - Admin Fixed Assets	0.00	4,000.00	0.0%	0.00	4,000.00		0.00	4,000.00	0.0%
5418 - Computer Consultant	1,460.58	5,000.00	29.21%	0.00	5,000.00		1,460.58	5,000.00	29.21%
5425 - Employee Education/Subscription	0.00	2,500.00	0.0%	0.00	2,500.00		0.00	2,500.00	0.0%
5426 - Director Fees	224.00	6,000.00	3.73%	0.00	6,000.00		224.00	6,000.00	3.73%
5427 - Director Mileage	19.95	1,000.00	2.0%	0.00	1,000.00		19.95	1,000.00	2.0%
5430 - Travel	76.49	2,500.00	3.06%	0.00	2,500.00		76.49	2,500.00	3.06%
5431 - Public Information	0.00	1,500.00	0.0%	0.00	1,500.00		0.00	1,500.00	0.0%
5441 - Audit	0.00	6,300.00	0.0%	0.00	6,300.00		0.00	6,300.00	0.0%
5443 - Liab & Property Ins	0.00	21,595.00	0.0%	0.00	21,595.00		0.00	21,595.00	0.0%

comb2
Statement of Revenues and Expenditures
Budget vs. Actuals July 2015 - Jun 2016

	Fisheries			Operations			TOTAL		
	Jul 15	Budget	% of Budget	Jul 15	Budget	% of Budget	Jul 15	Budget	% of Budget
5451 - Admin Assistant I	1,834.62	22,750.00	8.06%	0.00	0.00	0.00%	1,834.62	22,750.00	8.06%
5452 - Program Analyst	0.00	22,750.00	0.0%	0.00	0.00	0.0%	0.00	22,750.00	0.0%
Total 5400 - GENERAL & ADMIN - FISHERIES	29,524.12	372,651.00	7.92%	0.00	-343,126.88	7.92%	29,524.12	372,651.00	7.92%
5510 - Integrated Reg. Water Mgt Plan	0.00	0.00	0.0%	1,352.00	5,000.00	27.04%	1,352.00	5,000.00	27.04%
6000 - SPECIAL PROJECTS	0.00	0.00	0.0%	1,352.00	5,000.00	27.04%	1,352.00	5,000.00	27.04%
6062 - SCADA	0.00	0.00	0.0%	76.02	25,000.00	0.3%	76.02	25,000.00	0.3%
6090 - COMB Office Building	0.00	0.00	0.0%	17.11	300,000.00	0.01%	17.11	300,000.00	0.01%
6096 - SCC Structure Rehabilitation	0.00	0.00	0.0%	386.99	240,000.00	0.16%	386.99	240,000.00	0.16%
6097 - GIS and Mapping	0.00	0.00	0.0%	1,150.00	10,000.00	11.5%	1,150.00	10,000.00	11.5%
6105 - ROW Management Program	0.00	0.00	0.0%	7,091.25	20,000.00	35.46%	7,091.25	20,000.00	35.46%
6109 - NP Jet Flow Control Valve	0.00	0.00	0.0%	874.80	0.00	0.0%	874.80	0.00	100.0%
6111 - Mission Crk Pipe Temp Repair	0.00	0.00	0.0%	0.00	50,000.00	0.0%	0.00	50,000.00	0.0%
6118 - Repair Lateral 3 Structure	0.00	0.00	0.0%	0.00	20,000.00	0.0%	0.00	20,000.00	0.0%
6120 - Emergency Pumping Fac Project	0.00	0.00	0.0%	76,728.28	2,709,250.00	2.83%	76,728.28	2,709,250.00	2.83%
6122 - Rehab San Antonio Crk Blow-off	0.00	0.00	0.0%	0.00	10,000.00	0.0%	0.00	10,000.00	0.0%
6123 - Sheffield Tunnel Insp/Eval SCC	0.00	0.00	0.0%	0.00	100,000.00	0.0%	0.00	100,000.00	0.0%
6124 - SP Slope Stabilization	0.00	0.00	0.0%	0.00	50,000.00	0.0%	0.00	50,000.00	0.0%
6127 - Encroachment-Tree/Veg Overgrow	0.00	0.00	0.0%	0.00	25,000.00	0.0%	0.00	25,000.00	0.0%
6128 - Lauro Tunnel Pipe Support Eval	0.00	0.00	0.0%	0.00	30,000.00	0.0%	0.00	30,000.00	0.0%
6129 - Rehab SCC LR Lateral Structures	0.00	0.00	0.0%	0.00	50,000.00	0.0%	0.00	50,000.00	0.0%
6130 - NP Slope Stabilization	0.00	0.00	0.0%	0.00	50,000.00	0.0%	0.00	50,000.00	0.0%
Total 6000 - SPECIAL PROJECTS	0.00	0.00	0.0%	86,324.45	3,689,250.00	2.34%	86,324.45	3,689,250.00	2.34%
6200 - FISHERIES ACTIVITIES	2,493.38	100,000.00	2.49%	0.00	-97,506.62	2.49%	2,493.38	100,000.00	2.49%
6201 - FMP Implementation	1,091.25	10,000.00	10.91%	0.00	-8,908.75	10.91%	1,091.25	10,000.00	10.91%
6202 - GIS and Mapping	0.00	10,000.00	0.0%	0.00	-10,000.00	0.0%	0.00	10,000.00	0.0%
6203 - Grants Technical Support	0.00	10,000.00	0.0%	0.00	-10,000.00	0.0%	0.00	10,000.00	0.0%
6204 - SYR Hydrology Technical Support	18,750.00	77,000.00	24.35%	0.00	-58,250.00	24.35%	18,750.00	77,000.00	24.35%
6205 - USGS Stream Gauge Program	0.00	5,000.00	0.0%	0.00	-5,000.00	0.0%	0.00	5,000.00	0.0%
6206 - Tri County Fish Team Funding	180.90	100,000.00	0.18%	0.00	-99,819.10	0.18%	180.90	100,000.00	0.18%
6209 - SYR RiverWare Model Peer Review	0.00	0.00	0.0%	0.00	0.00	0.0%	0.00	0.00	0.0%
6211 - SYR RiverWare Model Use	0.00	0.00	0.0%	0.00	0.00	0.0%	0.00	0.00	0.0%
Total 6200 - FISHERIES ACTIVITIES	22,515.53	312,000.00	7.22%	0.00	-289,484.47	7.22%	22,515.53	312,000.00	7.22%
6300 - HABITAT ENHANCEMENT	115,068.73	3,137,645.00	3.67%	234,095.93	5,651,050.00	4.14%	349,164.66	8,788,695.00	3.97%
6303 - Tributary Projects Support	0.00	20,000.00	0.0%	0.00	-20,000.00	0.0%	0.00	20,000.00	0.0%
6312 - Quiota Creek Crossing 0 (a&b)	48.08	810,000.00	0.01%	0.00	-810,000.00	0.01%	48.08	810,000.00	0.01%
6313 - Quiota Creek Crossing 3	0.00	930,000.00	0.0%	0.00	-929,951.92	0.0%	0.00	930,000.00	0.0%
6314 - Quiota Creek Crossing 4	0.00	30,000.00	0.0%	0.00	-30,000.00	0.0%	0.00	30,000.00	0.0%
6315 - Quiota Creek Crossing 8	0.00	30,000.00	0.0%	0.00	-30,000.00	0.0%	0.00	30,000.00	0.0%
Total 6300 - HABITAT ENHANCEMENT	48.08	1,820,000.00	0.0%	0.00	-1,819,951.92	0.0%	48.08	1,820,000.00	0.0%
Total Expense	128,472.27	0.00	100.0%	1,035,000.18	1,035,000.18	100.0%	1,163,472.45	0.00	100.0%
Total Income	115,068.73	3,137,645.00	3.67%	234,095.93	5,651,050.00	4.14%	349,164.66	8,788,695.00	3.97%
Total	243,541.00	3,137,645.00	100.0%	1,269,096.11	1,686,050.18	100.0%	1,512,637.11	8,788,695.00	100.0%

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

www.treasurer.ca.gov/pmia-laif/laif.asp
August 03, 2015

CACHUMA OPERATION AND MAINTENANCE BOARD

GENERAL MANAGER
3301 LAUREL CANYON ROAD
SANTA BARBARA, CA 93105-2017

PMIA Average Monthly Yields

Tran Type Definitions

July 2015 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
7/15/2015	7/14/2015	QRD	1472443	SYSTEM	658.12

Account Summary

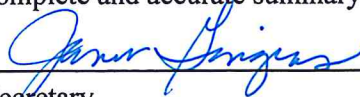
Total Deposit:	658.12	Beginning Balance:	1,139,215.45
Total Withdrawal:	0.00	Ending Balance:	1,139,873.57

MEMO TO: Board of Directors
Cachuma Operation & Maintenance Board

FROM: Janet Gingras, Secretary

SUBJECT: COMB INVESTMENT POLICY

The above statement of investment activity for the month of July, 2015, complies with legal requirements for investment policy of government agencies, AB 1073. I hereby certify that it constitutes a complete and accurate summary of all LAIF investments of this agency for the period indicated.


Secretary



12 East Figueroa Street, Santa Barbara, CA 93101
Tel: 805.730.7860 WWW.BANKOFSANTABARBARA.COM

RECEIVED

AUG 05 2015

000441

CACHUMA O & M BOARD

CACHUMA OPERATION AND MAINTENANCE BOARD
RENEWAL FUND ACCOUNT 30
3301 LAUREL CANYON RD 0
SANTA BARBARA CA 93105 3

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BUSINESS CHECKING ACCOUNT XXXXXXXXXXXX1530

		LAST STATEMENT 06/30/15	86,824.07
MINIMUM BALANCE	10,215.61	CREDITS	.00
AVG AVAILABLE BALANCE	51,867.28	3 DEBITS	76,608.46
AVERAGE BALANCE	51,867.28	THIS STATEMENT 07/31/15	10,215.61

MEMO TO: Board of Directors
Cachuma Operation & Maintenance Board

FROM: Janet Gingras, Secretary

SUBJECT: COMB INVESTMENT POLICY

The above statement of investment activity for the month of July, 2015, complies with legal requirements for investment policy of government agencies, AB 1073. I hereby certify that it constitutes a complete and accurate summary of all Bank of Santa Barbara investments of this agency for the period indicated.

Secretary



12 East Figueroa Street, Santa Barbara, CA 93101
Tel: 805.730.7860 WWW.BANKOFSANTABARBARA.COM

RECEIVED

AUG 05 2015

000443

CACHUMA O & M BOARD

CACHUMA OPERATION AND MAINTENANCE BOARD	
WARREN ACT TRUST FUND ACCOUNT	30
3301 LAUREL CANYON RD	0
SANTA BARBARA CA 93105	0



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BUSINESS CHECKING ACCOUNT XXXXXXXXXXXX1543

		LAST STATEMENT 06/30/15	233,888.52
MINIMUM BALANCE	233,888.52	1 CREDITS	93,783.00
AVG AVAILABLE BALANCE	288,343.16	DEBITS	.00
AVERAGE BALANCE	288,343.16	THIS STATEMENT 07/31/15	327,671.52

MEMO TO: Board of Directors
Cachuma Operation & Maintenance Board

FROM: Janet Gingras, Secretary

SUBJECT: COMB INVESTMENT POLICY

The above statement of investment activity for the month of July, 2015, complies with legal requirements for investment policy of government agencies, AB 1073. I hereby certify that it constitutes a complete and accurate summary of all Bank of Santa Barbara investments of this agency for the period indicated.

Secretary

comb2
Paid Claims
As of July 31, 2015

Date	Num	Name	Memo	Amount
1050 - GENERAL FUND				
07/14/2015	23777	ACWA-Joint Powers Insurance Authority	Workers Comp Program 4/1-6/30/15	-8,068.00
07/14/2015	23778	All-Cal Equipment Service, Inc.	Crane inspection-NP-Annual Certification (Ops Div)	-300.00
07/14/2015	23779	Aqua-Flo Supply	Drain gates/clamps/pvc/filter fabric (Ops Div)	-196.02
07/14/2015	23780	Bartlett, Pringle & Wolf, LLP	Accounting consulting-UF/constructive return	-948.00
07/14/2015	23781	Boone Graphics	Letterhead/2nd page plain stock	-349.61
07/14/2015	23782	Business Card	Business lunches/checks-supplies/webhosting	-722.71
07/14/2015	23783	CA Surveying & Drafting Supply Inc.	Trimble Geo7X Rangefinder (Fish Div)	-14,135.68
07/14/2015	23784	Capitol Elevator Company, Inc.	NP Elev interface repair PO#14-15-02 Bal 50% due	-13,250.00
07/14/2015	23785	Cardno, Inc.	BO Compliance-May/Jun; Fish monitoring reports-Jun	-5,450.77
07/14/2015	23786	Carpinteria Valley Lumber Company	PVC/fittings/spade bit for hammer drill (Ops Div)	-85.91
07/14/2015	23787	City of Santa-Barbara	Trash/Recycle-Jun 2015	-216.17
07/14/2015	23788	Coastal Copy, LP	Copier mtce agmt	-123.79
07/14/2015	23789	COM3 Consulting Inc.	QC Xng 8 Project Mgmt services (Fish Div)	-4,080.00
07/14/2015	23790	County of Santa--Barbara	Green waste/mulch	-500.97
07/14/2015	23791	Dale Francisco	Jun mtg fees	-393.54
07/14/2015	23792	Famcon Pipe & Supply	Spools/flanges/pipe/nuts/bolts (AVAR's)	-1,735.02
07/14/2015	23793	Farm Supply Company	Fertilizer-oak trees (Fish Div)	-6.47
07/14/2015	23794	Federal Express	Mailing	-70.51
07/14/2015	23795	GE Capital	Copier lease agmt	-355.32
07/14/2015	23796	Graybar Electric Company, Inc.	Light bulbs-North Portal (Ops Div)	-93.74
07/14/2015	23797	Harrison Hardware	Couplhose/brooms/graffiti removal/shop towels/ cloth shade for late tree plantings (Fish Div)	-452.97
07/14/2015	23798	HDR Engineering, Inc.	QC Xng 0,3,4 Design/BO Implementation (Fish Div) EPFP-Jun; Jet flow spool design (Ops Div)	-30,373.96
07/14/2015	23799	Home Depot Credit Services	Irrigation mat/supplies/AVAR drain rehab/hammer/ chisel (Ops Div)	-515.41
07/14/2015	23800	J&C Services	Office cleaning services-Jun	-600.00
07/14/2015	23801	Kenneth A. Knight, Consulting	Consulting Arborist-Oak Tree program-Jun	-2,200.00
07/14/2015	23802	Kevin D. Walsh	Jun mtg fees	-160.61
07/14/2015	23803	Lauren W. Hanson	Jun mtg fees	-395.50
07/14/2015	23804	Manzanita Nursery	Trees-Oak Tree program	-276.00
07/14/2015	23805	MarBorg Industries	Portable toilets-outlying stations	-328.37
07/14/2015	23806	Musick, Peeler & Garrett LLP	General Counsel-May	-9,219.40
07/14/2015	23807	Nargan Fire & Safety, Inc.	Fire extinguisher annual service/inspection	-351.68
07/14/2015	23808	Nestle Pure Life Direct	5 gal disp. for Ops crew (part of PPE criteria)	-65.59
07/14/2015	23809	Northern Safety Co. Inc.	PPE-foot guards/guards straps (Ops Div)	-129.93
07/14/2015	23810	Northwest Hydraulic Consultants	Project reporting/tech support-thru Jun (Fish Div)	-2,728.80
07/14/2015	23811	O'Reilly Automotive, Inc.	Wiper blades/coolant for Silverado (Fish Div)	-44.93
07/14/2015	23812	Orchard Business/SYNCB	Fee (misc)	-25.00
07/14/2015	23813	Pacific Coast Jiffy Lube	2012 Silverado 1200 HD service	-119.09
07/14/2015	23814	Paychex, Inc.	6/5, 6/19 payrolls/taxes/deliveries	-352.39
07/14/2015	23815	Peter Lapidus Construction, Inc.	Mobilization-V-Ditch (Ops Div)	-30,000.00
07/14/2015	23816	PG&E	Tecolote Tunnel/North Portal electricity	-338.03
07/14/2015	23817	Polly Holcombe	Jun mtg fees	-136.14
07/14/2015	23818	Powell Garage	Water pump/radiator/service-01 Silverado (Fish Div)	-689.98
07/14/2015	23819	Praxair Distribution, Inc	Cylinder rental (acetylene for welder)	-68.59
07/14/2015	23820	Prober Land Surveying	Surveying-Quiota Crk Xng 0A & 0B (Fish Div)	-1,225.00
07/14/2015	23821	Prudential Overall Supply	Mats/scrapers-Jun	-150.84
07/14/2015	23822	Reserve Account	Postage refill	-400.00
07/14/2015	23823	Sansum Clinic-Occupational Medicine	Pre-employment physical-DH (Seasonal FD)	-209.00
07/14/2015	23824	Santa Barbara Concrete Cutting	Core holes-Casitas Pass, Parma Park/Tower pump sta)	-640.00
07/14/2015	23825	Santa Ynez River Water Cons. Dist. ID#1	Stetson-BO/FMP-Apr (Fish Div)	-371.56
07/14/2015	23826	Select Staffing	Admin Assistant position	-1,531.38
07/14/2015	23827	Staples Credit Plan	Date/Received stamp	-69.11

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Paid Claims
As of July 31, 2015

Date	Num	Name	Memo	Amount
07/14/2015	23828	Turenchalk Network Services, Inc.	IT support/Ops Div computers/hard drive upgrades/ Netgear switch	-11,559.81
07/14/2015	23829	Verizon California	Main office/outlying stations	-508.85
07/14/2015	23830	W. Douglas Morgan	Jun mtg fees	-133.75
07/14/2015	23831	Wright Express Fleet Services	Fleet fuel	-2,611.64
07/14/2015	23832	PG&E	Dep-pump station location #2 engineering-EPFP	-2,500.00
07/14/2015	23833	Association of Ca Water Agencies/JPIA	Jul/Aug Health Benefits coverage	-49,310.84
07/14/2015	23834	Automotive Technicians Group, Inc.	Diagnostics 03 Ford F150 (Ops Div)	-172.50
07/14/2015	23835	Boone Graphics	Business cards (SK-Ops Div)	-85.18
07/14/2015	23836	Cox Communications	Business internet-Jul	-195.00
07/14/2015	23837	Culligan of Sylmar	Monthly RO system-Jul	-24.95
07/14/2015	23838	Draganchuk Alarm Systems	Alarm monitoring 7/1-9/30/15	-82.50
07/14/2015	23839	ECHO Communications	Monthly answering service	-62.00
07/14/2015	23840	GE Capital	Copier lease agmt ID#90136047559	-133.92
07/14/2015	23841	Pitney Bowes Global Financial Services LL	Postage meter qrtly leasing Jul-Oct 2015	-443.89
07/14/2015	23842	Powell Garage	Service/rotors/brake replace-09 Ford F150	-958.64
07/14/2015	23843	Santa Barbara Concrete Cutting	Core hole (Sycamore Canyon) (Ops Div)	-250.00
07/14/2015	23844	Select Staffing	Admin Assistant position	-1,288.08
07/14/2015	23845	Southern California Edison	Main office/outlying stations	-1,481.57
07/14/2015	23846	Spatial Wave	Jul-Sep 2015 Field Mapplet Software mtce (Ops Div)	-900.00
07/14/2015	23847	Specialty Tool, LTD	Materials for AVAR's (Ops Div)	-114.43
07/14/2015	23848	Staples Contract and Commercial, Inc.	Office supplies	-127.86
07/14/2015	23849	Underground Service Alert of So. Calif.	83 Ticket charges	-124.50
07/14/2015	23850	Verizon California	SCADA	-515.13
07/14/2015	23851	Verizon Wireless	Cellular/USB's/modems	-798.25
07/14/2015	23852	AT&T	Jun charges	-769.12
07/15/2015	23853	Todd Van Epps	Flight/photos/video-NP access road (Ops Div)	-75.00
07/17/2015	23854	Manzanita Nursery	Trees (Fish Div)	-32.40
07/17/2015	23855	Select Staffing	Admin Assistant position	-966.06
07/17/2015	23856	The Bank of Santa Barbara	Loan interest pymt #12-Jul	-6,128.28
07/17/2015	23857	Federal Express	Mailings	-83.69
07/17/2015	23858	Santa Ynez River Water Cons. Dist. ID#1	Stetson-BO/FMP-May (Fish Div)	-759.67
07/17/2015	23859	Fluidigm Corporation	BioMark Dynamic Array chip-Genotyping (Fish Div)	-15,057.50
07/20/2015	23860	Coastal Copy, LP	Copier mtce agmt	-81.42
07/20/2015	23861	PG&E	Tecolote Tunnel/North Portal electricity	-334.47
07/23/2015	23862	Select Staffing	Admin Assistant position	-1,686.13
07/27/2015	23863	Rio Vista Chevrolet	2015 Chev Silverado 1500 4WD	-33,598.91
07/29/2015	23864	Select Staffing	Admin Assistant position	-1,301.50
07/30/2015	23865	AG Laboratory & Consulting	Soil/tissue/water analysis (Fish Div)	-1,595.65
07/30/2015	23866	Business Card	Business lunches/2-way radios (Ops Div); surge protector-battery backup/keyboard-mouse	-403.50
07/30/2015	23867	GE Capital	Copier lease agmt	-390.32
07/30/2015	23868	SAS Institute, Inc.	Annual license-JMP Discover software (Fish Div)	-770.00
Total 1050 · GENERAL FUND				<u>-273,668.40</u>

TOTAL

-273,668.40

comb2
Pending Claims for Payment
As of July 31, 2015

Consultant/Contractor	Date	Num	Memo	Open Balance
Cramer Fish Sciences				
	06/30/2015	SIN000268	Steelhead trapping analysis	28,916.00
Total Cramer Fish Sciences				<u>28,916.00</u>
Cushman Contracting Corp.				
	07/20/2015	Pay Req#15	Emerg Pumping System: Pay Req#15-Phase II	70,600.00
Total Cushman Contracting Corp.				<u>70,600.00</u>
HDR Engineering, Inc.				
	06/30/2015	226637-B	Jet flow spool design-Jun	3,412.90
	07/01/2015	226637-B	Jet flow spool design-Jul	874.80
Total HDR Engineering, Inc.				<u>4,287.70</u>
Lash Construction, Inc.				
	07/14/2015	86995	Base-Lauro yard	117.76
Total Lash Construction, Inc.				<u>117.76</u>
Musick, Peeler & Garrett LLP				
	06/30/2015	284015	General Counsel-Jun	14,758.45
Total Musick, Peeler & Garrett LLP				<u>14,758.45</u>
Rauch Communication Consultants, Inc				
	06/30/2015	Jul-1514	Website mtce	37.50
Total Rauch Communication Consultants, Inc				<u>37.50</u>
Santa Ynez River Water Cons. Dist. ID#1				
	06/30/2015	1815-08Stetson	Stetson-BO/FMP/Hydrologic supp-Jun	367.17
	06/30/2015	0715-34AHanson	Hanson-FMP/AMC/report 2012 annual report-Jun	358.76
	07/01/2015	0715-34AHanson	Hanson-FMP/AMC/report 2012 annual report-Jul	2,493.38
Total Santa Ynez River Water Cons. Dist. ID#1				<u>3,219.31</u>
Turenchalk Network Services, Inc.				
	07/16/2015	16963	M/O license for new ShoreTel server/backup license	1,218.09
	07/17/2015	16989	IT Support services-Jul	2,780.00
Total Turenchalk Network Services, Inc.				<u>3,998.09</u>
TOTAL CLAIMS PENDING PAYMENT				<u><u>\$ 125,934.81</u></u>

CACHUMA OPERATION & MAINTENANCE BOARD

Operations Committee Meeting

3301 Laurel Canyon Road
Santa Barbara, CA 93105

Thursday, August 6, 2015
10:00 a.m.

AGENDA

1. Call to Order
2. Public Comment (Public may address the Board on any subject matter not on the agenda and within the Board's jurisdiction)
3. Emergency Pumping Facilities Project (EPFP) Status *(for information)*
 - Review of Cushman Contracting Outstanding Issues
 - Letter to Cushman dated June 26, 2015
 - Letter from Cushman dated July 16, 2015
 - Summary of Cushman Meeting held July 17, 2015
 - Pump Site 2 – SB County Parks Concerns
 - Schedule of Values for Relocation
 - Water Quality Sampling
 - Dredging at Barge Location Site 1
 - Stem Guide Installation
 - 30 Day Notice to Commence Pumping Operations– HDR Notification
 - Pipe Storage Alternatives Matrix
4. Status Report on IIP Projects *(for information)*
 - Quarterly Matrix
5. HDR Engineering - Spool Design Update *(for information)*
6. San Marcos Preserve – Access Concerns *(for information)*
7. Mission Creek Temporary Fix - Project Update *(for information)*
8. Contracts - Review for submittal to Board for Approval *(for action)*
 - California Conservation Corps
 - Cal Fire MOU
9. Draft System Shutdown Diagram – COMB Responsibilities *(for information)*

10. Updates on USBR Emergency Action Plan – SCCAO Facilities (*for information*)
11. USBR Dam and Annual Security Inspections – Scheduled for August 19 & 20, 2015 (*for information*)
12. Overview of the Draft FY 2015-16 Work Plan (*for information*)
13. Adjournment

[This Agenda was Posted at 3301 Laurel Canyon Road,
Santa Barbara, CA. and Notices and Delivered in
Accordance with Section 54954.1 and .2 of the
Government Code.]

CACHUMA OPERATION & MAINTENANCE BOARD

Fisheries Committee Meeting

3301 Laurel Canyon Road
Santa Barbara, CA 93105

Thursday, August 6, 2015
1:00 PM

AGENDA

1. Call to Order
2. Public Comment (Public may address the Fisheries Committee on any subject matter not on the agenda and within the Fisheries Committee's jurisdiction)
3. Approve minutes from March 5th and April 14th, 2015 meetings
4. Overview of the 2015 Habitat Improvement Plan (HIP)
5. Overview of the Trust Fund and Renewal Fund 2015 Report with Annual and Long-Term Plans
6. Status Report on Pending Tributary Projects:
 - a. Quiota Creek Crossing 3 – recommendations:
 - i. 1) order the bridge and 2) go out to bid
 - b. Quiota Creek Crossing 0 a & b
 - c. Quiota Creek Crossing 8
 - d. Quiota Creek Crossing 4
7. Review USBR Nexus to Restoration Projects and Draft Request Letter for Reinstatement of Projects as Proposed Actions
8. Update on the Risk and Optimization Study
9. Update on Annual Monitoring Reports
10. Discussion of the 2001 Fish MOU
11. Adjournment

This Agenda was Posted at 3301 Laurel Canyon Road,
Santa Barbara, CA. and Notices and Delivered in
Accordance with Section 54954.1 and .2 of the
Government Code.]

CACHUMA OPERATION & MAINTENANCE BOARD

Administrative Committee Meeting

3301 Laurel Canyon Road
Santa Barbara, CA 93105

Friday, August 14, 2015
2:00 p.m.

AGENDA

1. Call to Order
2. Public Comment (Public may address the Committee on any subject matter not on the agenda and within the Committee's jurisdiction)
3. Public Records Act request (*for information*)
4. Procedure for Payment of Claims / Board Approval Process (*for discussion*)
 - a. Routine "Housekeeping" Items
 - b. Professional Consultant Contract Payments
 - c. Legal Invoices Review
5. Musick, Peeler & Garrett LLP Engagement Letter (*for information*)
6. Proposed Draft Director Handbook (*for discussion*)
7. Staff Recruitments (*for information*)
 - a. Water Service Worker I
 - b. Operations Division Project Coordinator / Right-of-Way Technician
8. Adjournment

[This Agenda was Posted at 3301 Laurel Canyon Road,
Santa Barbara, CA. and Notices and Delivered in
Accordance with Section 54954.1 and .2 of the
Government Code]

CACHUMA OPERATION & MAINTENANCE BOARD

BOARD MEMORANDUM

Date:	August 24, 2015
Submitted by:	Janet Gingras

SUBJECT: **EMERGENCY PUMPING FACILITY PROJECT**
Resolution No. 608 Increasing Project Expenditure and Extending Project Expenditure Date

SUMMARY:

The Governing Board took action to approve Resolution No. 577 during April 2014, which included an authorized capital expenditure for the Emergency Pumping Facilities Project (EPFP) in an amount not to exceed Six Million Dollars (\$6,000,000.00) to be budgeted and paid over two (2) fiscal years from July 1, 2013 through June 30, 2015. The approval was contingent upon both ratification of the expenditure by each and all Member Units in accordance with Section 1.3(i) of the Joint Powers Agreement, and available funding. The Fiscal Year 2015-16 adopted budget provides an additional \$638,000 in funding for operational activities and engineering oversight related to this project for the first six month fiscal year period of July through December 2015.

Resolution No. 608 would increase the capital expenditure authorization by \$638,000 and extending the approved project expenditure date through December 31, 2015. General Counsel has confirmed the Indemnification Agreement entered into with SYRWCD ID No. 1 in April 2014 remains in full effect and requires no amendment at this time.

FISCAL IMPACT:

The Fiscal Year 2015-16 COMB adopted budget includes \$638,000 for this project.

LEGAL CONCURRENCE:

General Counsel developed Resolution No. 608.

ENVIRONMENTAL COMPLIANCE:

N/A

COMMITTEE STATUS:

N/A

RECOMMENDATIONS:

Adopt Resolution No. 608 to increase the approved project expenditure by \$638,000 and extend the project expenditure date through December 31, 2015 for the Emergency Pumping Facility Project.

LIST OF EXHIBITS:

- 1) Resolution No. 608

RESOLUTION NO. 608

**RESOLUTION OF THE CACHUMA OPERATION & MAINTENANCE BOARD
APPROVING AN INCREASE IN EXPENDITURES FOR THE
DROUGHT EMERGENCY PUMPING FACILITY PROJECT
AND EXTENDING THE PROJECT EXPENDITURE DATE
THROUGH DECEMBER 31, 2015**

WHEREAS, the Cachuma Operation & Maintenance Board (“COMB”) is a joint powers authority and public entity, organized and existing in the County of Santa Barbara in accordance with Government Code Section 6500 et seq., and operating pursuant to the 1996 Amended and Restated Agreement for the Establishment of a Board of Control to Operate and Maintain the Cachuma Project - Cachuma Operation And Maintenance Board, dated May 23, 1996 (“Amended and Restated Agreement”), as amended by an Amendment to the Amended and Restated Agreement made effective September 16, 2003 (collectively the “Joint Powers Agreement”); and

WHEREAS, COMB operates and maintains Cachuma Project facilities pursuant to a Transfer of Operation and Maintenance Contract with the United States Bureau of Reclamation; and

WHEREAS, the Member Units of COMB consist of the City of Santa Barbara, the Goleta Water District, the Montecito Water District, the Carpinteria Valley Water District (collectively herein the “South Coast Member Agencies”), and the Santa Ynez River Water Conservation District, Improvement District No. 1 (“ID No. 1”); and

WHEREAS, on January 17, 2014 the Governor of the State of California proclaimed a state of emergency due to current drought conditions, and on March 1, 2014, the Governor signed into law emergency drought legislation that finds and declares that California is experiencing an unprecedented dry period and shortage of water for its residents, local governments, agriculture, the environment and other uses; and

WHEREAS, there exist severe drought conditions in the South Coast geographic area served by COMB, and should such conditions persist, water levels in Cachuma Lake will continue to diminish and water in the reservoir will not be able to gravity flow to the existing Cachuma Lake inlet tower, which comprises a portion of the Cachuma Project facilities; and

WHEREAS, it is necessary for COMB to continue to undertake emergency action to cause and allow the pumping of water through installation of a floating platform mounted system to the existing lake inlet tower, the re-establishment of service of an existing water entry gate, and related actions thereto (the “Emergency Project”), thereby ensuring the continued use of the Cachuma Lake reservoir until reservoir levels return to a normal operating level, and ensuring the continuing conveyance and supply of Cachuma Lake Project water through the intake tower to the Tecolote Tunnel/South Coast Conduit and then to the South Coast Member Agencies for distribution to their customers and residents; and

WHEREAS, on April 16, 2014 and on May 7, 2014, the Governing Board unanimously adopted Resolution Nos. 576 and 577, respectively, which among other things approved the Emergency Project; authorized a capital expenditure in excess of One Million Dollars (\$1,000,000) for the Emergency Project, and a total Emergency Project expenditure not to exceed Six Million Dollars (\$6,000,000), to be budgeted and paid over two (2) fiscal years from July 1, 2013 through June 30, 2015; authorized COMB to incur indebtedness for the Emergency Project in an amount not to exceed Six Million Dollars (\$6,000,000), with repayment of such indebtedness to COMB by South Coast Member Agencies (and not ID No. 1) pursuant to an April 16, 2014 Indemnification Agreement separately approved by the Governing Board; as between the South Coast Member Agencies; with the aforesaid approvals of such COMB expenditures and incurring of indebtedness contingent upon ratification by each and every Member Unit of COMB; allocated the costs of the Emergency Project to South Coast Member Agencies according to respective percentage allocations as specified therein, with the Electrical Power Component of the cost of the Emergency Project allocated on a modified basis following commencement of operation of the Emergency Project until its end; selected Cushman Contracting Corporation (“Cushman”) as the contractor for the Emergency Project; and authorized COMB’s officers and staff, including the General Manager, to enter into a Contract Agreement with Cushman, issue Notices to Proceed for Phases One and Two of the Emergency Project, and to take other necessary and appropriate steps to implement the Emergency Project; and

WHEREAS, Cushman thereafter undertook and completed design, site mobilization and construction of the Emergency Project; and

WHEREAS, additional work by Cushman is necessary for the Emergency Project to become fully operational including engineering oversight and operation and maintenance of the Emergency Project (“Additional Work”); and

WHEREAS, through July 31, 2015, cumulative expenditures for the Emergency Project total approximately Five Million Five Hundred Thousand Dollars (\$5,500,000); and

WHEREAS, COMB in its adopted Fiscal Year 2015-2016 budget has appropriated a total additional amount of approximately Two Million Seven Hundred Thousand Dollars (\$2,700,000) that could potentially be expended for the Additional Work; and

WHEREAS, such expenditures for the Additional Work are anticipated to involve approximately Six Hundred Thirty-Eight Thousand Dollars (\$638,000) during the period between July 1, 2015 and December 31, 2015, with the total actual expenditure for the Emergency Project anticipated to increase to approximately Six Million Six Hundred Thirty-Eight Thousand Dollars (\$6,638,000); and

WHEREAS, the Governing Board desires to authorize and approve such expenditures for the Emergency Project through December 31, 2015, which will include operational and related costs regarding the floating platform (or “barge”) in its current location;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF COMB AS FOLLOWS:

1. The Governing Board finds and determines that the facts set forth in the above recitals and in the documents referenced herein are true and correct.

2. The Governing Board approves and authorizes the requested expenditure for Additional Work, and an increase in the total expenditure by COMB not to exceed Six Million Six Hundred Thirty-Eight Thousand Dollars (\$6,638,000), for implementation of the Emergency Project through December 31, 2015.

3. The Governing Board further finds and determines that, consistent with prior Resolution Nos. 576 and 577, the cost of the Emergency Project shall continue to be allocated among the South Coast Member Agencies in accordance with their respective percentage allocations set forth in prior Resolution Nos. 576 and 577, namely, Goleta Water District, 40.42%; City of Santa Barbara, 35.88%; Carpinteria Valley Water District, 12.20%; and Montecito Water District, 11.50%. Pursuant to the April 16, 2014 Indemnification Agreement referenced herein, ID No. 1 shall not bear any portion of the cost of the Emergency Project.

4. The Governing Board further finds and determines that, consistent with prior Resolution No. 577, and notwithstanding the respective percentage allocations set forth in Paragraph 3, the South Coast Member Agencies shall be responsible on a different basis for that component of the Emergency Project cost attributable to electrical power costs for the pumping of water ("Electrical Power Component"). For purposes of COMB's budget, the Electrical Power Component shall be allocated and billed to each of the South Coast Member Agencies in the respective percentage allocations set forth in Paragraph 3. However, at the end of the first six (6) month period after commencement of operation of the Emergency Project, and for every six (6) month operating period (or shorter) thereafter until the end of the Emergency Project, each South Coast Member Agency's percentage of total water actually delivered to that particular Member Agency through the Emergency Project facilities shall be compared to its respective percentage allocation set forth in the preceding paragraph. Based on such evaluation, each South Coast Member Agency's share and liability for the Electrical Power Component shall thereafter be adjusted to reflect the percentage of total water actually delivered to the member Agency through the Emergency Project facilities.

5. The Governing Board further authorizes COMB's officers and staff, including the General Manager, to continue to do all things necessary and appropriate [including but not limited to execution and delivery of documents, the processing and continuing execution of the Contract Agreement and any changes thereto, the obtaining of necessary permits, the filing of environmental documents, and any other actions] to implement the Emergency Project.

6. This Resolution amends prior Resolution Nos. 576 and 577 by increasing expenditures for the Emergency Project as aforesaid and extending authorization and approval of such expenditures through December 31, 2015.

PASSED, APPROVED AND ADOPTED by the Governing Board of the Cachuma Operation and Maintenance Board, this 24th day of August 2015, by the following roll call vote:

Ayes:

Nays:

Abstain:

APPROVED:

President of the Board

ATTEST:

Secretary of the Board

CACHUMA OPERATION & MAINTENANCE BOARD

BOARD MEMORANDUM

Date:	August 24, 2015
Submitted by:	Dave Stewart and Tim Robinson
Approved by:	Janet Gingras

SUBJECT: **California Conservation Corps Contract**

SUMMARY:

The Operations and Fisheries Divisions utilize the California Conservation Corps (CCC) for various field services. The description of services for each division and affiliated budget totaling \$25,000 is included in the COMB FY 2015-16 approved budget. Activities are anticipated to be divided equally between both divisions.

The Operations Division tasks include assisting COMB staff with large scale, routine weed abatement projects which is part of the Operations Division Standing Operating Procedures.

The Fisheries Division tasks include assisting with the Lake Cachuma Oak Tree Restoration Program activities. Examples of activities include weed abatement, spreading mulch, deer-catch maintenance, and the pulling back of accumulated soil around the trunks of planted oak trees. In the fall, they will assist in planting new oak trees to meet our mitigation obligation.

FISCAL IMPACTS:

Budgeted funds included in COMB FY 2015-16 adopted budget.

LEGAL CONCURRENCE:

This contract has been submitted for review by legal counsel and mirrors the contract approved and executed during the previous fiscal year.

ENVIRONMENTAL COMPLIANCE:

N/A

COMMITTEE STATUS:

The Operations Committee recommended submitting the proposed contract to the Board for approval.

RECOMMENDATION:

Authorize the Interim General Manager to execute a contract with California Conservation Corps in an amount not to exceed \$25,000.00 for FY 2015-16.

LIST OF EXHIBITS:

- 1) California Conservation Corps Contract

Agreement #

[Empty Box]

(CCC Contract Officer Assigns)

Index#

6605

(Center Index Code is Four digits)

CCC Work Code

R16-6154

(Center Project Manager Assigns)

A) The California Conservation Corps (CCC), agrees to provide crew labor for the project titled:
Cachuma Operation and Maintenance Board - Operations maintenance

See CCC-58 Project Evaluation Form for details

B) The term of this agreement shall be:
 Agreement Start Date: August 3, 2015 Check here if multi-year
 Agreement Expiration Date: June 30, 2016

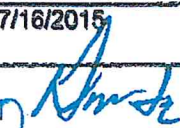
C) Sponsor agrees to reimburse the CCC for estimated costs in accordance with the Fiscal Summary. (Fiscal Year displays are shown on page 2.)	LABOR	Hours	Rate/Hr	Totals
		CM Regular Time:	1331.00	\$ 18.77
	CM Overtime:	0.00	\$ -	\$ -
	Performance-Based Labor:			\$ 17.13
	Staff BILLABLE Regular Time :			\$ -
	Staff Overtime :			\$ -
	EXPENSES			
	Equipment (greater than \$5,000):			\$ -
	Tools (includes equipment less than \$5,000):			\$ -
	Materials:			\$ -
	Vehicle Operations:			\$ -
	Consulting:			\$ -
	Other:			\$ -

NOTE TO SPONSOR: Budget detail will not be provided on performance based contracts.

D) The total amount payable by Sponsor to CCC under this agreement shall not exceed: **\$ 25,000.00**

E) The CCC shall forward billing for labor and/or operating expenses with supporting documentation in triplicate to sponsor
 Monthly Quarterly At end of contract
 Sponsor agrees to pay CCC within 50 days from receipt of bill. Negotiated Advanced Payments: \$ -

Sponsor	
Organization:	Cachuma Operations And Maintenance Board
Date:	
Signature:	
Print:	Janet Gingras
Title:	Interim General Manager
SPONSOR EMAIL ADDRESS	
jgingras@cachuma-board.org and dstewart@cachuma-board.org	
SPONSOR MAILING ADDRESS	
3301 Laurel Canyon Rd. Santa Barbara, CA 93015	
SPONSOR BILLING ADDRESS:	
SAME	

STATE OF CALIFORNIA	
California Conservation Corps	
Date:	
Signature:	
Print:	Maria Berumen
Title:	Acting Administrative Chief
CCC DISTRICT VERIFICATION	
Date:	07/16/2015
Signature:	
Print:	Mike Anderson
Title:	Conservation Supervisor
FORWARD PAYMENTS TO:	
California Conservation Corps Attention: Accounting/Receivables 1719 24th Street, Sacramento Sacramento, CA 95816	

Fiscal Year Display	FROM:	LABOR	Hours	Rate/Hr	Totals
	First Fiscal Year Display	08/03/15	CM Regular Time:	1331.00	\$ 18.77
TO: 06/30/16		CM Overtime:	0.00	\$ -	\$ -
		Performance-Based Labor:			
Staff BILLABLE Regular Time :				\$ -	
Staff Overtime :				\$ -	
EXPENSES					
Equipment (greater than \$5,000):				\$ -	
Tools (includes equipment less than \$5,000):				\$ -	
Materials:				\$ -	
Vehicle Operations:				\$ -	
Consulting:				\$ -	
Other:				\$ -	
First Fiscal Year TOTAL:				\$ 25,000.00	
Second Fiscal Year Display		FROM:	LABOR	Hours	Rate/Hr
	TO:	CM Regular Time:	0.00	\$ 18.77	\$ -
		CM Overtime:	0.00	\$ -	\$ -
	Performance-Based Labor:				\$ -
	Staff BILLABLE Regular Time :				\$ -
	Staff Overtime :				\$ -
	EXPENSES				
	Equipment (greater than \$5,000):				\$ -
	Tools (includes equipment less than \$5,000):				\$ -
	Materials:				\$ -
	Vehicle Operations:				\$ -
	Consulting:				\$ -
	Other:				\$ -
	Second Fiscal Year TOTAL:				\$ -
Third Fiscal Year Display	FROM:	LABOR	Hours	Rate/Hr	Totals
	TO:	CM Regular Time:	0.00	\$ 18.77	\$ -
		CM Overtime:	0.00	\$ -	\$ -
	Performance-Based Labor:				\$ -
	Staff BILLABLE Regular Time :				\$ -
	Staff Overtime :				\$ -
	EXPENSES				
	Equipment (greater than \$5,000):				\$ -
	Tools (includes equipment less than \$5,000):				\$ -
	Materials:				\$ -
	Vehicle Operations:				\$ -
	Consulting:				\$ -
	Other:				\$ -
	Third Fiscal Year TOTAL:				\$ -
Forth Fiscal Year Display	FROM:	LABOR	Hours	Rate/Hr	Totals
	TO:	CM Regular Time:	0.00	\$ 18.77	\$ -
		CM Overtime:	0.00	\$ -	\$ -
	Performance-Based Labor:				\$ -
	Staff BILLABLE Regular Time :				\$ -
	Staff Overtime :				\$ -
	EXPENSES				
	Equipment (greater than \$5,000):				\$ -
	Tools (includes equipment less than \$5,000):				\$ -
	Materials:				\$ -
	Vehicle Operations:				\$ -
	Consulting:				\$ -
	Other:				\$ -
	Forth Fiscal Year TOTAL:				\$ -

The total amount payable by Sponsor to CCC under this agreement shall not exceed: Item #10
\$ 25,000.00

[A] PROJECT DATA

Project/Work Code: R-16-6154		Center Code: 605 SANTA MARIA Location Code: ARRA: N
Contract: - -		Resource Category: COW
Project Title: CACHUMA OPERATION & MAINTENANCE BOARD - MAINT		
Project Description: (COMB) is a Joint Powers Agency in agreement with Bureau of Reclamation. Project facilities include Cachuma Lake, Bradbury Dam and Tecolote Tunnel. COMB operations will utilize crews to assist in clearing woody vegetation from dam embankments, including Glenn Annie dam, Ortega Dam and Carpinteria Reservoir dam. Crews will also assist in clearing fence lines at all dam locations.		

[B] SPONSOR INFORMATION

Agency Code: 60700	Sponsoring Agency: CACHUMA OPERATION MAINTENANCE	Address: 3301 LAUREL CANYON RD.	
City: SANTA BARBARA	State: CA	ZIP: 93105-	
Sponsor Representative: DAVE STEWART	Title: OPERATIONS MANAGER	Phone: (805) 687-4011	
Technical Supervisor: DAVE STEWART	Title: OPERATIONS MANAGER	Phone: (805) 680-3621	

[C] EMERGENCY RESPONSE INFORMATION

CDF Incident # -	Request # -	OES # -	HQ Ref. # -
CCC Index #	Corpsmember Overtime Pay Serial #		

[D] ESTIMATE INFORMATION

Hours: 1332
Start Date: 08/03/2015

[E] WORKSITE INFORMATION

Directions to Worksite Location: 101 South to HWY 154 South to Cachuma Dam		
ZIP: 93105-	County Code: 42	County: SANTA BARBAR

[F] FOR HQ USE ONLY

MIKE ANDERSON 07/16/2015, 10:09am

Received:	Logged:	Verified:
Analyst:	Entered:	Checked:

[G] EDUCATIONAL ACTIVITIES

Sponsor: Educational presentation to increase Corpsmember understanding of the natural environment. Length of time scheduled: 0.50 Hrs.
Discuss the Management of Cachuma, the population Cachuma serves and challenges of water management.

CCC: The CCC will be doing the following work/learn activities. Length of time scheduled: 0.50 Hrs.
CCC Supervisor will discuss how work meets legislative mandates for the CCC.

[H] EQUIPMENT, MATERIALS, AND LABOR

To be supplied by Sponsor:
Work Scope and expectations
Access to restroom facilities

To be supplied by CCC:
Supervision
Transportation
Power and Hand tools
Workers Compensation

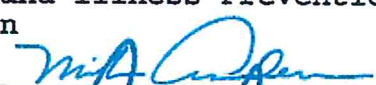

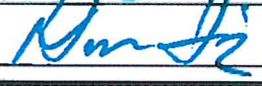
Special SPIKE equipment needed by crew:

SPIKE Information (description and location of housing):

[I] NARRATIVE ON HOW PROJECT WILL MEET ALL LEGISLATIVELY MANDATED OBJECTIVES
(Assign a numerical rating: 0=none, 1=low, 2=medium, 3=high)

<p>Conserving, improving, developing natural resources, maintaining environmentally important lands or waters. RATING: 3 Cachuma Lake provides recreation and drinking water while maintaining open space for the enjoyment of many forms of wildlife and fish.</p>
<p>Providing public benefit or access (Estimated visitor use, increased safety, reduced maintenance costs, etc. RATING: 3 Cachuma lake provides drinking water for all of the Santa Ynez Valley. It is also frequented by thousands of visitors for recreation and camping use.</p>
<p>Providing Corpsmembers with opportunities for training in employable skills (e.g. specific tools and use, fire control, carpentry) RATING: 2 CM will gain understanding of uses of the lake, chainsaw and maintenance work.</p>

[J] PROJECT CHECKLIST & SIGNATURE BLOCKS

SIGNING THIS DOCUMENT VERIFIES THAT:			
<ul style="list-style-type: none"> ■ A Sponsor Agreement (CCC 96) is on file at Headquarters. ■ If a reimbursable project, a CCC-96A or STD-13 agreement has been submitted to Headquarters. ■ If the Sponsor is a non-profit entity, a statement of non-profit status and Private Property/Sponsor Authorization form have been submitted to HQ. ■ If the Sponsor is a for-profit entity, a Private Property/Sponsor Authorization has been submitted to HQ. ■ The project conforms to CCC's Injury and Illness Prevention Program (IIPP) 			
Project Coordinator:	Print	Sign	Date:
MIKE ANDERSON			7/16/15
Center Director:	 J. Galvan Center Director		7/16/15
THE SPONSOR REPRESENTATIVE AGREES TO THE FOLLOWING:			
<ul style="list-style-type: none"> ■ If there are hazardous materials present, the sponsor has provided the location, identity, and amounts of any hazardous substances at the worksite and provided all Material Safety Data Sheets for hazardous materials that are present at the worksite 			
OR			
<ul style="list-style-type: none"> ■ To the best knowledge of the sponsor, the worksite is free of any known hazardous materials. 			
AND			
<ul style="list-style-type: none"> ■ That all applicable local, state, and federal permits, approvals, and clearances have been obtained. 			
Sponsor Representative:	Print	Sign	Date:

CALIFORNIA CONSERVATION CORPS1719 24th Street, Sacramento, CA 95816www.ccc.ca.gov

CCC-96 (REV. 01/2014)

**SPONSOR AGREEMENT (CCC-96)
(for Governmental Entity – Local)**

This Sponsor Agreement (Agreement) is entered into by the California Conservation Corps (CCC), State of California and

Sponsor's Name: Cachuma Operation and Maintenance Board, a State of California Local Public Entity (Sponsor).

WHEREAS, the CCC is statutorily mandated to provide job skills training, educational opportunities and an increasing awareness of the State's natural resources to young adults;

WHEREAS, the CCC is authorized to work on projects in rural and urban areas that provide a benefit to the public by, among other things, preserving, maintaining and/or enhancing the lands and water of the State of California, directly contributing to the conservation of energy and/or assisting in fire prevention and suppression;

WHEREAS, the CCC is authorized pursuant to the California Public Resources Code Section 14306 to execute contracts for furnishing the services of the CCC to any federal, state or local public entity, any local or statewide private organizations, and any person, firm, partnership, or corporation concerned with the objectives of the CCC program as specified in California Public Resources Code Sections 14000 and 14300;

WHEREAS, can provide opportunities for public service through meaningful and productive work projects;

WHEREAS, each party to this Agreement is duly authorized to enter into this Agreement; and

WHEREAS, the parties to this Agreement find and determine that it would be to their mutual advantage and the public benefit to join together to accomplish the purpose herein, and coordinate their power, authority and expertise for the CCC to use its corpsmembers and employees to accomplish projects specified by Sponsor and agreed to by the CCC;

NOW THEREFORE, in consideration and recognition of the above, the Sponsor and CCC (collectively referred to herein as "the parties") agree as follows:

- A. Documentation of Projects
1. Sponsor shall submit project proposals to the CCC.
 2. The CCC shall work with Sponsor to include details of project proposals in CCC Form 58 and/or other appropriate forms and documentation where applicable ("the project paperwork").

3. No project work will begin without a CCC Form 58 being signed by the parties' representatives.
4. The project paperwork for any project necessarily incorporates into it this Agreement.

B. Parties Obligations:

1. Sponsor agrees:

- a. To pay for all costs, including but not limited to, labor, material and supply costs negotiated and agreed to by the parties that are directly related to and necessitated by a project and that are set forth in the project paperwork;
- b. To make available to the CCC adequate plans, specifications, materials, supplies, equipment and/or special labor requirements to complete the project as determined and agreed to by the parties as specified in the project paperwork;
- c. To provide adequate technical supervision as determined and agreed to by the parties;
- d. To obtain approvals and permits required by any local, state or federal entity necessary to commence working on and/or completing the work identified in the project paperwork;
- e. To the extent any project involves the CCC performing work on private property, it will obtain and/or has obtained all necessary approvals, authorizations and/or permits from the owners of said private property before the CCC begins project work on said property and that the CCC is authorized to perform the project work on said private property;
- f. To the extent any project involves trade unions or labor organizations, to obtain clearances and/or meet requirements, if any, of trade unions or other labor organizations occasioned by the participation of the CCC in the project;
- g. To provide or reimburse the CCC for acceptable temporary living accommodations for CCC personnel actually engaged in working on a project if: (1) the project is located at a site that is more than a one hour drive from the designated CCC base center; and, (2) provision of such living accommodation is determined necessary by the parties;
- h. To conduct an orientation with CCC personnel at the commencement of each project to explain the technical aspects, safety requirements and other relevant information necessary for the CCC to successfully complete the project;
- i. To work with the CCC to conduct an additional educational or training presentation at the CCC base center or project site to CCC corpsmembers; and,
- j. To explore the possibility of authorizing the CCC to place a sign, plaque or emblem on the project site that presents the CCC's contribution to the project and the date. Any such sign, plaque or emblem shall be consistent in size and design to its surroundings at the project site.

2. CCC agrees to:

- a. Review project proposals submitted by the Sponsor and work with Sponsor to prepare project paperwork for those proposed projects that are covered by

- the CCC's statutory mandate, consistent with the CCC's organizational priorities and within the CCC's operational capabilities;
- b. Provide CCC personnel, equipment and materials to perform the obligations specified in the project paperwork. The CCC shall only use personnel who have received adequate prior training and are sufficiently equipped for and alerted to the general nature of the hazards inherent in the scope of work; and,
 - c. Provide its personnel with Workers' Compensation coverage and benefits that are administered by the State Compensation Insurance Fund in accordance with the California Labor Code.
3. The Sponsor and CCC mutually agree to the following:
- a. This Agreement is not intended to affect the legal liability of either of the parties by imposing any standard of care other than the standard of care imposed by law;
 - b. Mutual Indemnification:
 - i. To the extent permitted by law including Article XVI, sections 1 and 6 of the California Constitution, and the California Claims Act, the CCC agrees to hold harmless and indemnify the Sponsor against any liability, damage, or loss legally determined to have occurred as a result of performance or failure to perform under this Agreement and/or the project paperwork caused by the acts and/or omissions of any person directly employed by, enrolled in or under the control or supervision of the CCC while performing the work set forth in this Agreement and/or the project paperwork.
 - ii. The Sponsor agrees to hold harmless and indemnify the CCC against any liability, damage, or loss legally determined to have occurred as a result of performance or failure to perform under this Agreement and/or the project paperwork caused by the acts and/or omissions of any person directly employed by or under the control or supervision of the Sponsor while performing the work set forth in this Agreement and/or the project paperwork;
 - c. Insurance:
 - i. The State of California has elected to cover its motor vehicle and general liability exposure through claims procedures instituted in accordance with the California Government Code provisions and the other provisions of the law relating to such liability. Pursuant to those procedures, tort liability claims should be submitted to the California Victims Compensation and Government Claims Board (Government Claims Division, P.O. Box 3034, Sacramento, CA 95812-3035) in accordance with the California Government Code provision and the other provisions of the law governing submission of such claims. In addition, unless notified otherwise or on behalf of the CCC, motor vehicle liability claims may be forward to the California Department of General Services, Office of Risk and Insurance Management (hereinafter "ORIM"), Claims Unit, 1325 J Street, Suite 1800, Sacramento, California 95814. It should be noted, however, that the willingness of ORIM to receive

such motor vehicle liability claims does not constitute a waiver by the State of California or the CCC of the time limits or procedures provided by law or the filing of claims relating to such motor vehicle liability. It also should be noted that the addresses set forth in this paragraph are subject to change; any claimant is advised to verify the accuracy of and currency of the addresses for filing claims, and by setting forth addresses in this paragraph, neither the State of California nor the CCC is waiving any time limits or procedures provided by law for filing claims related to alleged motor vehicle or general liability or any other alleged liability.

- ii. The California Department of Personnel Administration has entered into a Master Agreement with the State Compensation Insurance Fund to administer Workers' Compensation benefits for State employees and corpmembers as required by the California Labor Code.
- d. The California Labor Code Section 1720.4(a)(3) specifically exempts the CCC from paying state prevailing wages to corpmembers when engaged in public works projects. The CCC is not subject to the federal prevailing wage requirements set forth in the Davis-Bacon Act (Title 40 USC 276A et seq.) when providing labor on federal government contracts. Title 29 of the Code of Federal Regulations (CFR), Section 5.2(h) specifically provides that a State is not considered a contractor under statutes providing loans, grants, or other federal assistance in situations where construction is performed by its own employees and/or personnel;
- e. The California Business and Professions Code, Section 7040 exempts the State of California from contractor licensing requirements. The CCC is a state entity subject to the exemption;
- f. Improvements and Land Use:
 - i. All improvements constructed in whole, or in part by the CCC on lands owned or controlled by the Sponsor shall remain the property of the Sponsor;
 - ii. Permission to camp and/or perform work on lands owned or controlled by Sponsor does not in any way convey to the CCC, its staff or any person or persons working with the CCC in the performance of said work, employee status that would extend to them the benefits afforded to permanent employees of Sponsor;
- g. Emergency Services and Possible Delays:
 - i. The CCC is required to provide emergency services if directed by the Governor of the State of California pursuant to an Executive Order, the Office of Emergency Services, Department of Forestry and other agencies charged with responding to emergencies throughout California arising from fire, flood, wind, and other natural and man-caused disasters.
 - ii. The CCC may be required to temporarily suspend or permanently cease work on projects due to required emergency response or emergency conditions. The parties agree that any delay in completing the work by

- the CCC due to response to an emergency shall be excused and costs incurred by the delay shall be the responsibility of the Sponsor;
- iii. The resources of the CCC are limited and the public service conservation work of the CCC may be altered in priority from time-to-time. The parties agree that other than delays caused by the CCC's response to an emergency, all other delays by either party shall be excused and costs caused by delays shall be borne by the party incurring such costs.
 - h. All contracts relating to the construction or operation of a project shall contain a clause prohibiting discrimination and/or harassment against any person, employee or employee applicant engaged in the project work on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave;
 - i. Budget Contingencies:
 - i. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State of California and the CCC shall have no liability to pay any funds whatsoever to Sponsor or to furnish any other considerations under this Agreement or related project paperwork and Sponsor shall not be obligated to perform any provisions of this Agreement or related project paperwork.
 - ii. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State of California and the CCC shall have the option to either cancel this Agreement with no liability occurring to the State of California or CCC, or offer to an Agreement amendment to Sponsor reflecting the reduced amount.
 - j. Subject to the provisions herein, all remedies allowed by law are available to either party for enforcement of this Agreement. Any waiver of rights by either party or any matter relating to this Agreement shall not be deemed to be a waiver unless in writing and approved by both parties and shall not be a waiver to any other provision or matter relating to this Agreement;
 - k. If any part of this Agreement is found to be invalid the remainder of the Agreement shall continue in full force and effect;
 - l. Neither the CCC nor the Sponsor may assign this Agreement or any interest therein without the written consent of the other party;
 - m. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties;
 - n. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California;
 - o. This Agreement shall remain in effect unless terminated upon thirty (30) days written notice from either party; and
 - p. Each Party and its respective agents executing this Agreement warrants and represents that it has the full power and authority to execute, deliver and perform the obligations under this Agreement and that each Party's

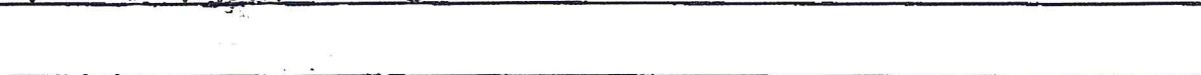
performance hereunder has been duly authorized by all requisite actions on the part of that Party.


Sponsor Information:

Sponsor Name: Cachuma Operation & Maintenance Board	Sponsor Department: Operations/Fisheries Division
Address: 3301 Laurel Canyon Road, Santa Barbara, CA 93105	
Contact Person: Dave Stewart/Tim Robinson	Phone: 805-687-4011
Email Address: dstewart@cachuma-board.org or trobinson@cachuma-board.org	

SIGNATURES

In Witness Whereof, the parties have agreed to the conditions of this Agreement as of the date shown below.

Sponsor Representative Signature:	
	
Print Name: JANET GINGRAS	Date:

CCC Center Director/Region Deputy Signature:	
	
Print Name: MONTE RIVAS	Date:

CACHUMA OPERATION & MAINTENANCE BOARD

BOARD MEMORANDUM

Date:	August 24, 2015
Submitted by:	Dave Stewart
Approved by:	Janet Gingras

SUBJECT: **State of California - Conservation Camp Program**
Memorandum of Understanding

SUMMARY:

The Operations Division would like to utilize the California Conservation Camp Program to assist with quarterly dam face and right-of-way weed abatement. The Conservation Camp Program staff would assist COMB staff with large-scale weed abatement which is part of the Operations Division Standing Operating Procedures. Through cooperative agreements, CAL FIRE permits wards to be used in the performance of conservation projects, fuels management, and hazard reduction for public agencies. This labor pool is managed under the direct supervision of CAL FIRE officials. The sponsorship requires no salary or wage expenses associated with this program of work. Incidental costs incurred by COMB would consist of materials, supplies, and use of equipment costs necessary to complete the essential activities.

FISCAL IMPACTS:

No impact to budget.

LEGAL CONCURRENCE:

The Memorandum of Understanding (MOU) has been submitted to General Counsel for review.

ENVIRONMENTAL COMPLIANCE:

N/A

COMMITTEE STATUS:

The Operations Committee recommends submittal of the MOU to the Board for approval contingent upon legal review.

RECOMMENDATION:

Authorize the Interim General Manager to execute the Memorandum of Understanding with the State of California Conservation Camp Program upon confirmation of legal review by General Counsel.

LIST OF EXHIBITS:

- 1) California Conservation Camp Program Memorandum of Understanding

This Memorandum of Understanding (MOU) is made and entered into by and between the California Department of Forestry and Fire Protection (CAL FIRE) and COMB, (Sponsor).

WHEREAS, CAL FIRE is authorized under Public Resources and Penal Codes to utilize inmates, or wards, assigned to conservation camps to perform the work of CAL FIRE;

WHEREAS, through contracts or cooperative agreement CAL FIRE may permit inmates, or wards to be used in the performance of conservation projects, fuels management and or hazard reduction (which could include slash and pile burning) for a public agency (local, state, or federal) or a qualified nonprofit organization under policies established by the Prison Industries Authority; and

WHEREAS, the Sponsor has a need for assistance in performing such projects,

The parties agree as follows:

- A. The Sponsor shall submit project proposals on a form approved by CAL FIRE (currently an FC-32). By doing so, with reference to any such proposals subsequently approved by the CAL FIRE, Sponsor agrees to:
 1. Pay for all costs directly related to and necessitated by such projects, except for wages, salaries, and other remuneration paid to CAL FIRE employees, inmates, or wards, and the cost of their support.
 2. Demonstrate the availability of adequate plans and specifications, sufficient funds, materials, supplies, and equipment, adequate technical supervision and any special labor requirements to complete such projects.
 3. Obtain the approvals, notification, and permits required by any state, federal, or local agency necessary to commence construction, fuels management, or operation of such projects.
 4. Hold an orientation meeting with CAL FIRE at the commencement of such projects to explain the technical aspects, execution of, and need for such projects.
- B. From proposals submitted by the Sponsor, CAL FIRE shall select those projects meeting the priorities and resources of CAL FIRE. CAL FIRE shall submit evaluations to Sponsor that set forth any special requirements or conditions related to the projects. By so doing, with reference to any such evaluations subsequently approved by Sponsor, CAL FIRE agrees to provide labor, crew, supervision, normal transportation, food, and such tools as CAL FIRE determines to be available. Upon receipt of Sponsor's acceptance of such evaluations, projects shall be assigned to a conservation camp where they will be scheduled in accordance with the priorities and resources of CAL FIRE.
- C. Timing
 1. Sponsor recognizes that fire suppression and other emergency activities have priority over any other work for conservation camp crews.
 2. Sponsor further recognizes that the resources of CAL FIRE are limited and the public service conservation work of CAL FIRE may be altered in priority form time to time.
 3. Projects will be performed within the rules and regulations of CAL FIRE which may require temporary suspension or permanent cessation of projects due to emergency conditions as defined by such rules and regulations.
 4. The Parties agree that any justified delays by either party shall be excused and costs caused by such delays shall be borne by the party incurring such costs.
- D. Work performed under this MOU will be under the immediate supervision of CAL FIRE officials. The Sponsor will provide such operation supervision, technical assistance, guidance, and inspection, as it considers necessary to properly complete the work.
- E. Nothing herein shall be construed as obligating the Sponsor to expend or to obligate funds in excess of appropriations authorized by law.
- F. All improvements constructed in whole or in part on lands owned or controlled by Sponsor will remain the property of Sponsor.
- G. Permission to perform work on lands owned or controlled by Sponsor does not in any way convey to CAL FIRE, its staff or any persons working with CAL FIRE in the performance of said work, employee status that would extend to them the benefits afforded to permanent employees of Sponsor.

- H. Upon completion of each project, or any phase thereof, permission is hereby granted to CAL FIRE to place upon the project site a sign or emblem consistent in size and design to its surroundings, indicating the participation of CAL FIRE and the year thereof.
- I. Other than as indicated in Section H, neither party shall use the name of the other party in any form or manner in advertisements nor other information released to the public without the prior written approval of the other party. Sponsor may be, and CAL FIRE is, subject to the California Public Records Act. This Section I is not intended to prohibit either party from legally complying with the PRA.
- J. Each party, to the extent permitted by law, agrees to indemnify and hold harmless the other party, its officers, agents and employees from all claims, demands, or liability arising out of the indemnifying party's performance under this MOU except where such injury or damage arose from the sole negligent or intentional acts or omissions of the other party.
- K. Neither party may assign this MOU or any interest herein without the written consent of the other party.
- L. Subject to the provisions herein, all remedies allowed by law are available to either party for enforcement of this MOU. Any waiver of rights by either party on any matter related to this MOU shall not be deemed to be a waiver on any other matter relating to the MOU.
- M. All provisions of this MOU constitute essential elements of the agreed exchange that is the subject matter of this MOU. Accordingly, if any of these provisions are determined to be invalid, illegal, or unenforceable in any material respect, the remainder of this MOU is not enforceable against either of the Parties except as may be necessary to effect payment for services already rendered.
- N. This MOU may be modified by mutual written agreement of the parties.
- O. This MOU takes effect shall remain in effect until December, 31 2015, unless terminated prior to that date by 60 days written notice from one party to the other.

IT IS AGREED:

CAL FIRE

SPONSOR: CACHUMA OPERATIONS

Date

Date:

By: Tim Davis

By:

Signature:

Signature:

Title: Admin. Captain

Title:

Address: 2800 Wright Road
Camarillo, CA 93010

Address:

CAL FIRE USE ONLY	PROJECT NAME Cachuma Ops and Maint. Board
	DATE June 1, 2015
	FC-79 CODING 013

CAL FIRE USE ONLY	CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION	
	NAME Ventura Fire Camp	
	ADDRESS 2800 Wright Rd.	
	CITY, STATE CAMARILLO, CA. 93010	
	PHONE (805) 983-3960	FAX (805) 983-1798

CDCR/DJJ-CHECKLIST CUSTODIAL QUARTERLY REVIEW			
INITIAL INSPECTION			
SECURITY FORM PREPARED			
SUPERVISION LEVEL	1	2	3
SECOND QUARTER			
THIRD QUARTER			
FOURTH QUARTER			

SPONSORING AGENCY	
SPONSORING AGENCY	NAME Cachuma Operation and Maintenance Board
	ADDRESS 3301 Laurel Canyon Road.
	CITY, STATE Santa Barbara, CA
	PHONE (805) 687-4011
	FAX (805) 569-5825
	PAGER
	COMMENTS: SHANE KING – 805-331-3256 DAVE STEWART – 805-680-3621

CAL FIRE-CHECKLIST	
CAL FIRE USE ONLY	INITIAL INSPECTION
	PROJECT NUMBER
	IIPP-2 JOB HAZARD ANALYSIS
	IIPP-3 CODE OF SAFE PRACTICES
	IIPP-4 JOB SAFETY SURVEY
	IIPP-6 EMPLOYEE TRAINING
	CEQA/NEPA COMPLETED
	FC-31 ATTACHED AND SIGNED
SLASH & PILE BURNING PROCEDURES	

PROPERTY OWNER		
PRIVATE PROPERTY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	NON PROFIT ORGANIZATION <input type="checkbox"/> YES <input type="checkbox"/> NO	FORM CAL FIRE 719 <input type="checkbox"/> YES <input type="checkbox"/> NO
PROPERTY MANAGER COMB or other agency on file with COMB		
ADDRESS Same as above		
CITY/STATE/ZIP		PHONE
DESCRIPTION OF PROJECT (Type of work to be performed, attached additional sheets if necessary) Perform fire clearance work, brush and weed abatement, and general maintenance of water district facilities and projects including access roads, fences, dams, reservoirs and pumping stations. Perform hazard tree removal and erosion control work on COMB operated lands.		

PERIOD WORK CAN BE PERFORMED Monday – Friday 0900-1600 hrs.		ESTIMATED CREW DAYS On Going
REQUESTED START DATE / TIME JUNE 1, 2015	REQUESTED FINISH DATE / TIME	
PLANS ATTACHED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		

PROJECT NAME Cachuma Ops	SPONSOR'S PRIORITY High
PROJECT LOCATION 1700 GLEN ANNIE RD. GOLETA, CA. 93117 3301 LAUREL CANYON RD. SANTA BARBARA, CA. 93105 482 ORTEGA RIDGE RD. SANTA BARBARA, CA. 93067 6100 CASITAS PASS RD. CARPENTERIA, CA. 93013	
GPS COORDINATES	

PROJECT BENEFIT ASSESSMENT (Estimate the benefits of the project including such items as; fire defense, public safety, watershed, recreation, wildlife habitat, property, vegetation, soil, water, air surface configuration, wildlife, people, economic benefits that include; reduced maintenance costs, reduced suppression costs, reduced damage, elimination of hazards, etc. attach additional sheets as necessary).

Cachuma Project Maintenance by CDFFP workers will reduce maintenance cost to the sponsoring agency, reduce the risk of fire along project roads.

PROJECT SLASH & PILE BURNING PROCEDURES

YES NO Predicted Fire Weather Watches or Warnings
 YES NO Hazard Reduction Pile Burning Checklist (8100)
 YES NO Sponsor has a valid burn permit on site.
 YES NO All slash & piles will be consumed or extinguished prior to crew leaving project site.
 YES NO Sponsor will provide suppression control capabilities and supervision of all slash & pile burning that continues beyond crew work day.
 YES NO Notification to agency with fire suppression responsibility for the project burn site.

CAL FIRE USE ONLY	PROJECT SPONSOR RESPONSIBILITIES		DESCRIPTION	ESTIMATED DURATION OF NEED
	MATERIALS AND SUPPLIES			
	SPECIAL TOOLS			
	VEHICLE OPERATIONS			
	TECHNICAL SUPERVISION AND LABOR			
	OTHER (DESCRIBE)			

OPERATIONAL COST RECOVERY FROM SPONSOR

CAL FIRE USE ONLY	A.	Mileage	Daily Total
	B.		
	C.		
	Total \$200/day (plus current F/Y administrative fee) 1 Ventura Crews		(*) Daily Fees subject to change. 12.98% Admin. Fee

CAL FIRE USE ONLY	Approved For Final Planning and Scheduling	
	CAL FIRE DIVISION CHIEF Paul Van Gerwen, Chief	DATE
	CDCR CAMP COMMANDER Lt. D. Taylor	DATE
		DATE

Sponsors Signature	
NAME (PRINT)	
SIGNATURE	DATE
TITLE	

CACHUMA OPERATION & MAINTENANCE BOARD

BOARD MEMORANDUM

Date:	August 24, 2015
Submitted by:	Tim Robinson
Approved by:	Janet Gingras

SUBJECT: Quiota Creek Crossing 3 Fish Passage Improvement Project

SUMMARY:

A 53-foot prefabricated bottomless arched culvert with four wing walls is planned to replace the current concrete low flow crossing at Quiota Creek Crossing 3. This is a required project listed in the Proposed Actions of the 2000 Biological Opinion. The project is being designed to the minimum design standards set by all regulatory agencies. Pending final design approval by the National Marine Fisheries Service (NMFS) through California Department of Fish and Wildlife (CDFW) and Santa Barbara County (County), the project will begin in September and be completed in December of 2015. Final drawings have been submitted to NMFS/CDFW and the County. All funding for this project has been secured from a CDFW-FRGP grant (\$705,205) and a COMB construction match (\$50,000). Final design approval and the Notice to Proceed (NTP) from CDFW are expected this week. With design approval and payment of the County Encroachment Permit Fee, that pending permit will be issued. COMB's resident engineer for the project has yet to be determined and, upon selection, will be approved by the County. The temporary construction Right of Entry Agreement from the landowner within the project boundary has been obtained.

The COMB Board accepted the CDFW grant for the project during the March 23, 2015 Board meeting with Resolution 593 (Exhibit 1). The construction bid document is being drafted and will be reviewed and approved by COMB's legal counsel and project engineer (Mike Garello, HDR). A contractor will be selected through a competitive bidding process. The quote for the ConTech prefabricated bottomless arched culvert (arch) system plus delivery and tax is \$185,759.63, which falls within the budget that was set at \$190,000 (Exhibit 2). Justification for sole sourcing the bottomless arch system purchase to ConTech is provided (Exhibit 3). The County Encroachment Permit fee of \$25,000 (Exhibit 4) needs to be paid prior to issuance of that permit; to date, two installments have been paid to the County for \$5,000 and \$10,000, leaving \$10,000 outstanding.

Construction is estimated to take 2-3 months and permits require that all instream work has been completed by October 31 and that the project in its entirety is completed by December 1. Hence, time is of the essence.

FINANCIAL IMPACT:

COMB is obligated to a \$50,000 construction match, \$43,880 for operations expenses (independent design review, all permit fees, etc.), and \$100,198 for staff time (COMB services and overhead). The COMB budget provided \$900,000 for construction and \$30,000 for design of the project for this fiscal year. A summary of the project budget (grant funding and COMB match) are as follows:

	Amount
Project Budget:	
CDFW grant	\$705,205
COMB services and overhead match	\$100,198
COMB operating expenses match	\$43,880
COMB construction match	\$50,000
Total:	\$899,283

Revenues will cover the costs to purchase the ConTech arch system, construction of the project, and operating expenses. A summary of ongoing project financials will be presented in a monthly memo in the COMB Board packet.

LEGAL CONCURRENCE:

All documents have been or will be reviewed by COMB legal counsel.

ENVIRONMENTAL COMPLIANCE:

All conditions outlined in the permits for the project will be followed.

COMMITTEE STATUS:

The Fisheries Committee has reviewed all Exhibits during the August 6, 2015 meeting.

RECOMMENDATION:

Action Item 12a-1: Authorize the Interim General Manager to execute a purchase order for the prefabricated ConTech Engineered Solutions bottomless arched culvert product (Exhibits 2 and 3), as proposed.

Action Item 12b-2: Authorize the Interim General Manager to pay the Santa Barbara County Encroachment Permit fee (Exhibit 4) as quoted.

Action Item 12c-3: Authorize the Interim General Manager to start the bidding process for the Quiota Creek Crossing 3 Project.

Action Item 12d-4: Authorize the Interim General Manager to execute the construction contract not-to-exceed \$560,000 to the lowest responsive and responsible bidder for the construction of the Quiota Creek Crossing 3 Fish Passage Improvement Project.

LIST OF EXHIBITS:

1. COMB Board Resolution No. 593.
2. ConTech Engineered Solutions Quotation for the purchase of the prefabricated bottomless arched culvert.
3. Non-Competitive Bid Contract justification for the purchase of the ConTech product, as proposed.
4. Invoice for the Santa Barbara County Encroachment Permit fee assessed for the project.

RESOLUTION NO. 593

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CACHUMA OPERATION AND MAINTENANCE BOARD
ACCEPTANCE OF GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT
OF FISH AND WILDLIFE FOR FISH PASSAGE IMPROVEMENT AT QUIOTA
CREEK CROSSING NUMBER THREE**

RECITALS

WHEREAS, the Cachuma Operation and Maintenance Board (COMB) is a California Joint Powers Authority organized under the provisions of California Government Code Section 6500 et seq., with power to acquire, contract for improvements, own, develop, and operate facilities for projects undertaken by its Member Units; and

WHEREAS, in August, 1997, the National Marine Fisheries Service ("NMFS") listed anadromous steelhead in the Southern California Evolutionarily Significant Unit, including the Santa Ynez River downstream of Bradbury Dam, as an endangered species under the Federal Endangered Species Act and, completed and issued on September 11, 2000, a Biological Opinion relative to Cachuma Project operations as they relate to steelhead; and

WHEREAS, COMB is committed to implement and cooperate in project operations and other management actions designed to protect and enhance habitat conditions for steelhead in the Lower Santa Ynez River and its tributaries downstream of Bradbury Dam; and

WHEREAS, the fish passage improvements at Crossing Number Three on Quiota Creek, a tributary to the Lower Santa Ynez River, will provide improved access to the perennial reaches of Quiota Creek and restore habitat to enhance conditions for steelhead; and

WHEREAS, the California Department of Fish and Wildlife authorized disbursement of up to \$705,205 to COMB for removal of a passage impediment/barrier for endangered steelhead at Crossing Number Three on Quiota Creek; and agrees to a \$50,000 COMB construction match; and

WHEREAS, COMB has prepared a detailed Scope of Work with the specific tasks to be performed, a schedule of completion, and a detailed budget that will be used for selection of a construction contractor, and construction management of the project.

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Directors of COMB supports the Fish Passage Improvements on Quiota Creek Crossing Number Three, and is considered essential to the steelhead restoration effort in the Lower Santa Ynez River.

2. The Board of Directors of COMB approves entering into an agreement with the California Department of Fish and Wildlife for the purpose of implementing the project in accordance with this agreement.
3. The General Manager/Secretary of COMB is authorized to execute this agreement and approve its terms and conditions on behalf of COMB, and to contract for such services as may be required to carry out the project using the approved funds.
4. This Resolution shall take effect immediately.

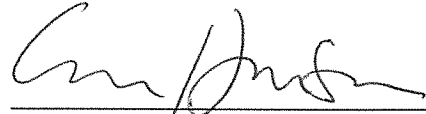
I certify that the foregoing Resolution No. 593 was adopted by a vote of the Board of Directors of COMB on March 23, 2015, as set forth below.

AYES: Morgan, Holcombe, Francisco, Hanson

NAYES: Walsh

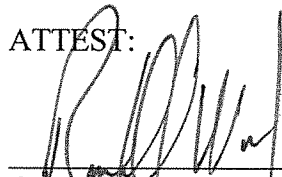
ABSENT/ABSTAIN:

APPROVED:



President of the Board

ATTEST:



General Manager/Secretary

Quote # QUO-223883-G7D0B6					
Date	7/31/2015	Account Name	Cachuma Operation and Maintenance Board	Reply-To	
Quote #	QUO-223883-G7D0B6	Contact Name	Tim Robinson	Contech Rep.	Jared Dusha
		Phone	(805) 687-4011	Address	21201 Kittridge Street #1412, Woodland Hills, CA, 91303
Project Name	Quiota Creek Crossing 3	Fax		Phone	818-224-7119
Project #	421686	Email	trobinson@cachuma-board.org	Fax	562-264-0733
Project City/State	Santa Barbara, CA			Email	JDusha@conteches.com

Contech's offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Contech Conditions of Sale ("Contech COS") included herewith and/or viewable at www.conteches.com/cos. A valid tax exemption certificate must be issued to Contech or sales tax will be added.

Item #	Description	Pieces	Quantity	Extended Unit Price	Unit	Unit Total
	CON/SPAN O-Series - Series : O-900, Shape/Span x Rise : O953: 53'-0" x 12'-0 1/2", Length (ft) : 20, Headwalls Upstream - Type : Detached Counterfort, Headwalls Upstream: Ht above top of unit (ft) : 1, Headwalls Downstream - Type : Detached Counterfort, Headwalls Downstream: Ht above top of unit (ft) : 1, Wingwall #1: Length (ft) : 12, Wingwall #2: Length (ft) : 27, Wingwall #3: Length (ft) : 12, Wingwall #4: Length (ft) : 12	1.00	1.00	\$171,999.66	EA	\$171,999.66
Total						\$171,999.66
(Tax not included)						Net Total \$171,999.66

Standard Notes
1.All orders must be shipped within 30 days of manufacture or a storage charge applies equal to a maximum of 5% per month of the selling price of the stored material.
2.Construction loadings typically exceed the intended post-construction live load used for design. Contact your Contech representative for specific guidelines and limitations based on the construction live loads anticipated.
3.Flexible structures of the type on this project are reliant on the type of structural backfill used, the compaction of that material and the balanced placement of structural backfill. Contact your Contech representative for specific information.
4.In addition to any other procedures outlined or remedies provided, at the time of order, Contech will request a desired delivery date for the quoted materials from the purchasing customer. After drawing approval and prior to manufacturing Contech may again confirm the requested delivery date with the purchasing customer. If purchasing customer cannot take delivery of finished materials on requested date, and after Contech has manufactured the product(s), Contech will invoice for the total amount of the order with payment due within 30 days. Additionally, Contech may also assess fees in the amount of 10% of the total order for materials that are not shipped within 30 days after the requested delivery date for storage and handling.
5.One or more of the products quoted herein is nonstandard and not returnable. A down payment equal to 1/3 of the item(s) total is required and must be received prior to commencement of any performance by Contech.
6.Prices are f.o.b. origin with freight allowed to the jobsite with unloading by others at a truck accessible location.
7.Quotation is based upon estimated (not guaranteed) quantities. Buyer must verify final quantities needed prior to commencement of work by Contech. If Buyer elects to purchase from Seller only a portion of the material quoted, Seller retains the right to adjust its prices.
8.The estimated manufacturing lead time for this material is 8 weeks from the receipt of approved submittal documents.
9.The sale of these materials requires a preconstruction meeting be held that must include Contech and all parties directly involved in the construction process.
10.This material will be manufactured for this particular project and is not subject to cancellation. See Section 19 of the Contech COS.
11.This quotation expires 30 days from the date shown. Prices are firm for shipment within 120 days of the date of quotation and are subject to a maximum escalation of 8% for each 30 days thereafter.
12.This quote is based on live off loading ONLY, Staging/Jockeying of trailers can be provided upon request for an additional fee. Cancellation of scheduled delivery loads requiring permits within 48hrs may result in additional permits and will be the responsibility of the purchaser. Specialized haulers and or equipment are utilized in the shipping of bridge components (ie "trailer rental"), costs incurred by CONTECH due to cancellation and or postponement of the delivery of bridge components will be the responsibility of the purchaser.

Quote # QUO-223883-G7D0B6

Scope Of Work

CON/SPAN O-Series

CON/SPAN O-Series pricing includes precast concrete units, associated headwalls and wingwalls with mounting hardware (if applicable and specified), joint sealant material, masonite shims, filter fabric for vertical wingwall joints and perforated drain tile behind precast wall system. Contech will provide contract drawings, fabrication drawings, structural calculations upon request, and on-site consultation during installation of precast units.

Pricing does not include any site preparation, foundation work, installation of any kind, or backfill monitoring. As part of the construction process, the contractor is to perform the items listed below in accordance with the Contech contract drawings:

1. Construct cast-in-place foundations or install precast foundations as appropriate
2. Unload and set structure utilizing crane
3. Grout the unit legs and wingwalls into the keyway
4. Apply all joint sealing material
5. Excavate for and backfill the structure (Select backfill material is required per CONTECH specifications)
6. Any and all permits, inspection fees, flagmen, barricades, flares, traffic control devices, utility protection, and/or other safety devices as may be required

All materials and services that are not expressly included in the aforementioned scope of work are excluded and subject to additional charges.

PAYMENT TERMS ARE 1/2%-10, NET 30 DAYS FROM DATE OF INVOICE UNLESS MATERIAL IS OTHERWISE NOTED AS NON-STANDARD ABOVE. IF NON-STANDARD, PAYMENT TERMS ARE 1/3 AT ORDER ACCEPTANCE AND PRIOR TO START OF PRODUCTION, 2/3 NET 30 DAYS FROM DATE OF INVOICE. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. SELLER RESERVES THE RIGHT TO ADJUST PRICES AFTER 30 DAYS FROM THE DATE OF QUOTATION BUT THE CONTECH COS REMAIN APPLICABLE. PRICES ARE BASED ON ESTIMATED QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, CONTECH RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS, BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE CONTECH COS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN WITH FREIGHT ALLOWED TO THE JOBSITE WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION. THIS QUOTATION IS ISSUED BY CONTECH ENGINEERED SOLUTIONS LLC FOR ITSELF AND/OR ON BEHALF OF ONE OR MORE OF ITS SUBSIDIARIES, INCLUDING BUT NOT LIMITED TO KEYSTONE RETAINING WALL SYSTEMS LLC.

<u>Acceptance</u>		<u>Contech Engineered Solutions LLC.</u>	
WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE Contech COS INCLUDED HEREWITH AND VIEWABLE AT www.conteches.com/cos		By	Jared Dusha
Company		(O)	818-224-7119
By		(F)	562-264-0733
Title		(Cell)	
Date		Title	

Quote # QUO-223883-G7D0B6

Contech - CONDITIONS OF SALE

1. **ACCEPTANCE.** This quotation is an offer to sell to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OR WARRANTIES NOT FULLY EXPRESSED HEREIN.

2. **LIMITED WARRANTIES.** Seller warrants that it can convey good title to the products sold under this contract and that they are free of liens and encumbrances. Seller also warrants that the products sold under this contract are substantially free from defects in material and workmanship for a period of one year after the date of delivery. There are no express or implied warranties with respect to products sold hereunder which are misused, abused or used in conjunction with mechanical equipment improperly designed, used or maintained, or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.

3. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY.** Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product or service sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products or services. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.

4. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY.** NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.

5. **FORCE MAJEURE.** In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.

6. **BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES.** In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the products purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Ohio law to any claims its buyer might assert against Seller with respect to products manufactured by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Cincinnati, Ohio or the common pleas court for Butler County, Ohio. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph.

7. **PASSAGE OF TITLE.** Title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither

Buyer nor the consignee shall have the right to divert or reconsign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed Seller reserves the right to select the mode of transportation.

8. **PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS.** Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-1/2% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts, and Buyer is responsible for all costs of collection including without limitation reasonable attorneys' fees and court costs.

9. **TRANSPORTATION CHARGES.** Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. **CLAIMS BY BUYER.** Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify conformance with the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective products within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

11. **MECHANICAL PROPERTIES; CHEMICAL ANALYSES.** Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

12. **PATENTS.** Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

13. **PERMISSIBLE VARIATIONS.** The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. **TECHNICAL ADVICE.** Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.

15. **TAXES.** No taxes imposed with respect of the sale of the products or services sold hereunder are included in any quotation by Seller. All applicable taxes shall be added and paid by Buyer in addition to the purchase price.

16. **BUYER'S RIGHT OF TERMINATION.** Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following:

- (1) the contract price for all products which have been completed prior to termination;
- (2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice

consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price;
(3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and
(4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. **SELLER'S RIGHT OF TERMINATION.** In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the directive, effected or impaired termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. **WAIVER.** Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

19. **DELIVERY.** Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of thirty (30) days after the wanted date shown on the face of the order or within thirty (30) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:

- (a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or
- (b) cancel the order and invoice the Buyer for cancellation charges, which shall be 25% of the selling price of the materials if the materials are standard, in-stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. **PERIOD OF LIMITATIONS.** Buyer and Seller agree that any action by Buyer against Seller relating to this contract or the products sold hereunder, including, without limitation, any action for breach of contract or warranty, or otherwise in connection with the products sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues or one year of delivery of the products sold hereunder, if less.

21. **CONFLICTING PROVISIONS OFFERED BY BUYER.** Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

22. **SEVERABILITY.** In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. **APPLICABLE LAW.** This contract shall be governed by, and construed and enforced in accordance with, the laws of Ohio. Buyer and Seller specifically agree that any legal action brought relating to this contract shall be brought and tried exclusively in the federal district court in Cincinnati, Ohio, or, in the absence of jurisdiction, the Butler County Court of Common Pleas in Hamilton, Ohio.

REV. 03/15

Quiota Creek Crossing 3 Project

Non-Competitively Bid (NCB) Contract Justification Corrective Action Plan

To: Cachuma Operation and Maintenance Board

From: Timothy H. Robinson (Project Manager, COMB) and Michael C. Garello (Design Engineer, HDR)

Contract: Procurement of a prefabricated ConTech bottomless arch culvert bridge system for the Quiota Creek Crossing 3 Project as required by the project design.

Complete responses must be provided for all of the following questions:

A. Factors of Consideration

1. *Why is the submission of a NCB necessary and what are the determining factors that caused the problem?*

ConTech is the sole vendor for the required 53 foot bottomless arched culvert (arch) system (O-Series) that meets the design criteria for the Quiota Creek Crossing 3 project. In short, there are no other suppliers/vendors that provide the same product, design specifications, and price that are required for the project.

Factors determining that conclusion are as follows:

- California Department of Fish and Wildlife (CDFW), as the grantor, requires the use of qualified and experienced contractors and vendors to perform work and supply materials. The basis for that requirement is to ensure project design specifications and construction meets the obligation to prevent environmental degradation and enhance the steelhead fishery.
- Santa Barbara County (County) requires that the proposed bridge system meet and/or exceed Caltrans design standards for a public road. The specific ConTech arch system proposed for the project satisfies those requirements and was the only vendor that provided the necessary span length and load capacity. Caltrans and other national state Department of Transportations (DOT) recognize that ConTech arch systems are standardized to meet state DOT loading requirements.
- In 2010, COMB's design engineer at HDR with staff conducted a search for the most cost effective bridge or bottomless arched culvert system suitable for replacing low flow concrete stream crossings on Refugio Road where it crosses Quiota Creek. ConTech arch systems were the only product that met that engineering design criteria and esthetics requested by the landowners. The specific ConTech arch system selected was compared to other vendors of bridge or arch system specifically for span length, load capacity, flow conveyance, off-site fabrication, installation ease, cost, esthetics, and service provided by the vendor. The results of the study were presented to COMB Member Unit managers on 3/3/09, the COMB Board on 11/22/10, and

summarized in a design memo (4/22/10). ConTech was the sole vendor to meet the design criteria and requests of the landowners.

- Fabrication of the ConTech product in the Los Angeles and Bakersfield areas reduces shipping costs and oversight expenses incurred by the County and COMB engineers for fabrication oversight required by the County.
- The selected arch system is the initial and central component of the design process. The O-Series provides great flow conveyance at a lower cost than the B-Series that was used in previous projects. Once the arch system is determined, the entire project is then designed around that structure. Three similar projects on Quiota Creek (48-foot arch for Quiota Creek Crossing 6 in 2008, a 60-foot arch for Quiota Creek Crossing 2 in 2010, a 60-foot arch for Quiota Creek Crossing 7 in 2012, and a 60-foot arch for Quiota Creek Crossing 1 in 2013) have successfully followed this design process, each with substantially reduced design and permit costs due to using the same vendor (ConTech) and arch system.
- The vendor is required to supply shop drawings and calculations to COMB and Santa Barbara County (County) that are provided to a third party for independent review. Therefore, the bridge structure has to be selected, reviewed by the County and an independent engineer, and approved by COMB's design engineer and the County prior to the issuance of the project County Encroachment Permit. ConTech has met this obligation in a timely manner at no cost to COMB.
- ConTech is the only vendor that offers the O-Series product. By patent. Other vendors supply fabricated bridge or arch systems but do not meet the design requirements listed above. Vendors considered and the reasons their product does not meet the obligation and unique design criteria for the current project as provided by HDR are as follows:
 - TechSpan – Height to span ratios are not favorable for Refugio Road applications. This system has a rounded arch that is too tall for the required span and flow conveyance of Quiota Creek along Refugio Road. In addition, foundations are larger and as a result more costly than the ConTech arch system.
 - SFC Bridge Systems – Their maximum span is 48 feet. The design for the Quiota Creek Crossing 3 project requires a 53 foot span.
 - TriCon Precast Limited – Has similar arch systems but their Redi-Arch product comes in spans of 12-42 feet which does not meet the span length requirement for this project. Also they are based and only fabricate in Texas, making for high shipping costs.
 - Oldcastle Precast – Has box and arch style bridge systems with spans 30 feet or less. Their arches are ConTech designed and this fabricator serves as middle man for ConTech.
 - Big-R – Sells steel parallel chord truss bridges. Although they are popular, footing and abutment design and construction costs for this style of bridge would exceed those of the ConTech arch system. Use of this system would require substantial redesign for a product that costs

more than the selected and superior Contech arch system. Also this system is not as esthetic in the eyes of the landowners.

Hence, the required flow conveyance, design, height, span length, minimum load capacity, cost, proximity of the fabricator, and esthetics make the ConTech product unique for the required arch system on Quiota Creek, specifically at Crossing 3.

- The ConTech arch systems provide design flexibility with regard to meeting the combination of height, span, and flow conveyance requirements. The height and span are governed by the conveyance requirement which is 1 foot of freeboard under the bottom chord of the bridge at the 50-year flood event. Other road design and safety factors which govern the vertical curve of the road also support the use of the ConTech arch system. No other vendor is capable of providing this construction flexibility.

2. *What are the consequences of not having this NCB approved?*

- The project would not meet the requirements of the County set forth to ensure span length and load capacity.
- The project would have to be completely redesigned for an alternative bridge / arch system. This would require reconfiguring the foundations, re-analyzing the hydraulic design for flow conveyance under the structure, and determining the required scour protection for the foundations, rock slope protection, and associated embankment fill and revegetation.
- A redesign would result in further engineering costs both in design and review for the bridge/arch system, road, embankments, in-stream structures, and revegetation.
- The County Encroachment Permit fee would increase due to lack of familiarity with a different structure.
- Other bridge/arch system may increase the size of the project specifically if the County does not grant variances. Currently COMB has received five design variances for each of the Quiota Creek projects that cumulatively reduce the size and subsequently the cost of the project while maintaining road safety standards, fish passage, the rural esthetics of the area, and landowner cooperation. Without those variances, the project would cost significantly more and would not be of the same rural character or be acceptable to the landowners.

3. *How will your agency ensure adequate planning to prevent submittal of NCB's for goods or services that should have been competitively bid?*

- COMB's staff and design engineer at HDR continue to study the market, technologies, and availability of bridge/arch systems. If a better system comes onto the market at less cost, it will be evaluated in comparison with the current ConTech arch system.
- To date, alternative bridge/arch systems have failed to meet County design standards specifically for minimum load bearing and flood conveyance; for example a multiple recessed box culvert that was proposed for one of the Quiota Creek crossings. Staff will continue to work closely with the County on

our designs so that we propose projects with products that are acceptable to the County standards and design criteria.

- The vendor product selection is determined by the unique setting of each project regarding geologic, hydrologic, and fluvial geomorphic characteristics. Quiota Creek Crossings 1 through 9 have very similar characteristics and the ConTech arch system is particularly well suited for those conditions. Where other bridge options are appropriate in design and economically viable, and appropriate, they are being evaluated. The most recent example is Quiota Creek Crossing 0 near the confluence of the creek with the Santa Ynez River where replacing a low flow ranch road crossing is under design. Here, a multi-plate bottomless arched culvert is being considered due to the height of the banks, ranch road standards, lack of trees within the project area, and lower cost.

B. Price Analysis

1. How was the price offered determined to be fair and reasonable?

- COMB's project engineering team evaluated and conducted a design and price comparison and found the ConTech arch system to meet design and price obligations.
- The required product is just not available from other vendors or prefabricators.

2. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.

- Due to the sign of the vendor and their volume of sales, the supplier is able to provide to COMB at no cost signed and sealed Shop Drawing and calculations required for project design evaluation; a benefit that other vendors cannot provide.
- COMB and HDR review costs are expedited by using nearly identical products for each of the Quiota Creek projects to date.
- Spread footings are much easier to design and construct than are typical footings and abutments required by other bridge/arch systems.

COUNTY OF SANTA BARBARA
DEPARTMENT OF PUBLIC WORKS
TRANSPORTATION DIVISION
123 E. Anapamu St.
Santa Barbara, CA 93101

INVOICE

Invoice : D0190037-A

Invoice Date : 03/17/15

*Please make checks payable to:
County of S.B. - P.W. Trans.*

Cachuma Operation & Maintenance Board

Attn.: Timothy H, Robinson, Ph.D

3301 Laurel Canyon Road

Santa Barbara, CA 93105

Re: COMB Quiota Creek Crossing #3 Project
Permit D0190037

Description	Amount
Project : COMB Quiota Creek Crossing (Permit #D0190037)	
Encroachment Permit Issuance	\$ 68.00
Road Closure Permit	\$ 1,235.00
Engineering Design Plan Check Review	\$ 7,475.00
County Inspection Oversight & Admin (10% of CE plus Hrly), Estimate Deposit	\$ 14,125.00
Final Reports - Closeout and Review	\$ 2,097.00
Total	<u>\$ 25,000.00</u>

Total Amount Due

\$ 25,000.00

Please reference the invoice number on your check. Please enclose REMIT copy with payment and mail to:
County of Santa Barbara - Public Works Dept. Road Permits - Jemmi Irabon 4417 Cathedral Oaks Road Santa Barbara, CA 93110

DUPLICATE INVOICE: ONE for REMITTANCE, ONE for CUSTOMER



Mission Statement:

“To provide a reliable source of water to our member agencies in an efficient and cost effective manner for the betterment of life in our communities.”

August 24, 2015

Interim General Manager Report

The following summary will provide the Board with information and an overview of progress on current COMB activities.

Board Administration

- Reference Booklet

A reference booklet has been prepared for each Director which contains the Fiscal Year 2015-16 Adopted Budget, the Five-Year Infrastructure Improvement Plan, and the Five-Year Habitat Improvement Plan. These documents have been compiled in a convenient booklet format and will be presented to you at the August Board meeting.

- Director Handbook

A Director Handbook is currently under development for consideration by the Board. The purpose of the Director Handbook is to provide an understanding of the roles and responsibilities of current and future Directors as they serve on the COMB Board. The draft Director Handbook will be presented for Board approval following review and consideration through the Administrative Committee process.

Personnel

- Update on Current Staffing / Ongoing Staff Recruitments

Since October of 2014, COMB has experienced three retirements, and three resignations from the Administrative and Operations Divisions. Current COMB staffing consists of eleven full time personnel as follows: The Interim General Manager, two Administrative Division staff, five Operations Division personnel, and three Fisheries Division staff. We are utilizing one part time student intern and two summer interns for the Right-of-Way efforts (ROW), and three part time seasonal aides for implementation of the Fisheries Division program of work.

As was mentioned in the verbal report from the Administrative Committee Chair, COMB is in the process of recruiting for two positions in the Operations Division: a Water Service Worker I and a Project Coordinator / Right-of-Way Technician. These vacancies have occurred due to staff turnover and are expected to be filled during the next few months.

Financial

- Fiscal Year 2014-15 Audit

The annual audit fieldwork to be performed by Bartlett, Pringle and Wolf, LLP is planned for the week of September 21st. Staff is currently preparing the necessary list of schedules and documents needed to complete the fieldwork related to the audit.

Operations Division

- USBR Site Inspection – North Portal Elevator (Category 1)

The Bureau of Reclamation (Fresno Field Office) will be conducting a final inspection of the North Portal Elevator in late August. This item was listed as a category one priority and has been permitted by the State since July 2015.

- USBR Dam and Annual Security Inspections

As standard protocol, Reclamation (Fresno) performed an annual Dam and Security Inspection on all Dams during their visit on August 19th and 20th. The Board will be informed with the outcome of the inspections once the results have been received from Reclamation.

- Right-of-Way Project

The Right-of-Way Project (ROW) intends to identify and make current USBR easement information relative to assets, structures and affected landowners. The project involves two parallel tasks: first, the reconciliation of recorded land owner information with easement parcels, and second, the GIS mapping of the easement to identify USBR asset structures and existing encroachments. COMB has enlisted the assistance of two summer interns experienced in GIS mapping software to create an easement overlay that will show exactly where the SCC easements are in relation to current parcels, roads and structures. The creation of the map has been accelerated by the newly purchased Trimble GPS system which allows for precise measurement of locations related to the easements. Following completion of the foregoing data collection processes and map creation, easement and permit documentation will be organized and installed on a central, searchable server for ease of access and archiving.

- Mission Creek Emergency Stabilization Project

This item was discussed at the Operations Committee meeting on August 6, 2015. Subsequent to that meeting, staff received an engineering services proposal from HDR Engineering (HDR) regarding the temporary stabilization repair needed on the South Coast Conduit pipeline in Mission Creek. The Directors of the Committee suggested review by the Member Agency's Engineering staff, and further discussion of the proposal at the next Operations Committee meeting slated for early September.

- Drought Emergency Pumping Facility Project (EPFP)

The dredging beneath the barge was successfully completed on Friday, July 31st. Silt underneath the barge was effectively displaced and consequently lowered the lake bottom of the lake under the barge by approximately five feet. The dredging will allow the barge to remain at the site 1 location for an additional two months.

The EPFP was placed into operational mode on Monday, August 17th, slightly earlier than expected due to the 89-18 Water Rights releases. During the first two weeks of operations, the pumps are intended to operate incrementally until the lake level declines to a certain elevation, at which time the contractor will commence with automated pumping to meet demand. Coordination between Cater Water Treatment Plant, Corona Del Mar Water Treatment Plant and COMB has been ongoing, with communication on water quality / pumping status occurring on a daily basis.

Outstanding claims purported by Cushman Contracting Corp. will be presented to the Board once the Operations Committee has been apprised of the outcome of discussions between COMB and Cushman Contracting Corp. regarding the issues. In general, the issues include: maintenance of the access road, delay in release of retention payment and operational status payments.

- HDR Engineering Technical Memo

The July 24th Technical Memo (Lake Level Projections) from our Project Consultant, HDR, contained CCWA numbers which have subsequently changed. The memo is in the process of being revised to reflect the most recent information from CCWA and the data from downstream releases. Once updated, the memo will be transmitted to the Board and the General Managers of each Member Agency.

- Stem Guide Repair

The stem guide repair will occur once the lake elevation lowers to a level which will accommodate ease of installation of the stem guides. As a reminder, this cost will be reimbursed by the manufacturer.

- Grant Funding Status

The Proposition 84 Grant Agreement between the State of California-Department of Water Resources (DWR) and Santa Barbara County Water Agency has been executed. The Sub-Grant Agreement between Santa Barbara County Water Agency and COMB is scheduled for approval by the Board of Supervisors on August 25, 2015.

Progress reports prepared by HDR reflective of the activities related to the Emergency Pumping Facilities Project since September 2014 have been emailed to the South Coast Member Agencies. These reports are in alignment with the requirement for their requests of operational reimbursement costs from the State of California Department of Water Resources Drought Emergency Grant funding program.

Fisheries Division

- WR 89-18 Release Trapping

The Cachuma Project Biology Staff (CPBS) received notification from Reclamation to initiate trapping on the Lower Santa Ynez River (LSYR) during the initial phase of the current WR 89-18 Release. WR 89-18 Releases are conducted by the Santa Ynez River Water Conservation District (Parent District) in collaboration with Reclamation, and the current release began on August 3rd at 8am. The CPBS installed upstream and downstream migrant traps (similar to those used during typical winter/spring trapping operations) just downstream of the stilling basin and within the Meadowlark reach. Trapping at each location commenced just prior to flow arrival and continued for a period of two weeks. The results of this trapping effort will be presented in the 2015 Annual Monitoring Report. Collaboration with the Parent District and Reclamation to conduct the required BO monitoring efforts are continuing during the WR 89-18 releases.

- Water Hyacinth Removal

In 2014, a highly invasive aquatic plant species (water hyacinth) was discovered by the CPBS on a 1.2 mile stretch of the LSYR downstream of Buellton, west of Highway 101. Eradication efforts through the County of Santa Barbara Agricultural Commissioner's Office and the California Department of the Fish and Wildlife began in the fall of 2014 and continue to date. Although the majority of water hyacinth was removed in 2014, follow up surveys and removal efforts have been necessary to prevent its spread. The CPBS recently conducted another site visit to remove any remaining water hyacinth. This latest effort was particularly necessary due to the initiation of WR 89-18 releases from Bradbury Dam and subsequent re-watering of the LSYR.

Memo

Date: Wednesday, August 19, 2015

Project: Emergency Pumping Facility

To: Janet Gingras

From: Dan Ellison

Subject: Project Status

During the last month, preparation of the pump station for full-time operations was completed, and about 5 feet of lake-bottom sediment was removed from below the barge. Removing this material will enable the pump station to operate in its current location for approximately two extra months.

In early August, the lake level began dropping approximately 0.3 feet per day, as water was released through the Bradbury Dam outlet structure for downstream water rights holders. As of today, the lake level is near the point where the pump station may need to operate for several hours per day (676), when demands are high. When the lake level reached 674, the pump station will need to operate continuously, whenever South Coast member units need water.

During the last month, HDR has assisted COMB with the following activities related to the Emergency Pumping Facility:

- We updated the lake level forecast, applying new data and assumptions
- We revised the memorandum describing the lake level forecast for distribution to the Board
- I prepared and made a presentation to the Board
- Reports related to grant funding were prepared for the four South Coast member agencies
- Pump station startup activities were coordinated with Cushman. This included a meeting as well as phone and email correspondence.
- I attended two meetings with staff from COMB, the City of Santa Barbara, and Goleta Water District to coordinate startup activities
- I exchanged phone and email correspondence with PG&E regarding electrical service to Site 2

In the next month, activities are expected to be similar:

- Updates to the lake level forecast
- Completion of grant funding reports for the first period
- Coordination with Cushman regarding PS startup and possible PS relocation
- Coordination with COMB, Santa Barbara, and GWD staff regarding PS startup
- Preparation of a spreadsheet for COMB's use in determining daily and nightly flows

HDR appreciates the opportunity to assist COMB with this very important project. Please don't hesitate to call or email if there are any questions.

CACHUMA OPERATION AND MAINTENANCE BOARD

MEMORANDUM

DATE: August 24, 2015
TO: Janet Gingras, Interim General Manager
FROM: Dave Stewart, Operations Division Manager
RE: MONTHLY OPERATIONS DIVISION REPORT

Operations

The Annual Work Plan sets forth all activities necessary to ensure system reliability. Consistent with the Plan, Operation and Maintenance staff performs routine maintenance on the distribution and storage system. Staff continually endeavors to improve the system, address deficiencies and identify items to be included in the Infrastructure Improvement Program (IIP).

Lake Cachuma Operations

The total flow from Lake Cachuma into the Tecolote Tunnel for July was 1,666.1 acre-feet, for an average daily flow of 53.75 acre-feet. Lake elevation was 684.29 feet at the beginning of the month and 682.66 feet at the end. Storage change decreased 2163 acre-feet. CCWA wheeled 305.3 acre-feet of water to Cachuma Project facilities.

Operation and Maintenance Activities

COMB Staff regularly performs the following duties:

- Weekly Safety meetings
- Weekly Rodent Bait (all reservoirs)
- Weekly Toe Drain and Piezometer reads at Ortega (L23)
- Dam inspection and reports (all reservoirs)
- Structure maintenance per Work Plan
- USA Dig Alert – Responded as necessary to alerts
- Pesticide report to County of Santa Barbara
- Operational tests of generators at the North Portal and at Lauro Yard
- Inspection of fire extinguishers
- Read anodes and rectifier data
- Water samples taken at Lake Cachuma
- Meter calibration and flushing performed on all Venturi meters

Weekly Safety Meetings:

The primary purpose of the weekly safety meetings is to continue education of staff on safe practices, both in the field and on-site. During the safety meetings, staff is encouraged to ask questions about the given topic and to think of related examples. The discussion also includes how the incident could have been prevented. Regular safety meetings help staff be constantly aware of safety practices while on the job. The following topics were reviewed this past month:

- ✓ Heat Stress
- ✓ COMB communications
- ✓ Night work: Reduced Visibility Increases Hazards
- ✓ Fire Safety: Prevention Comes First

COMB Operations Staff specifically performed the following activities:

- Pest control around the COMB offices/buildings, which was previously contracted out to Hydrex Pest Control. Applications of insecticide are being done on a bi-monthly basis.
- Landscaping around Lauro yard and offices; this was previously contracted out to Acorn Landscaping. Landscaping is performed on a bi-monthly basis.
- Staff Exercised Air Vacuum/Air Release (AVAR) valves in all valve pits at Ortega Reservoir, Lauro Reservoir, Carpinteria Reservoir, and Sheffield Control Station. Exercising of these AVAR's ensures the reliability of air exchange into or releasing from the conduit, eliminating any damage that may occur from developing "air pockets". Air pockets have the potential to cause separation of the conduit and can harbor corrosive gasses.
- COMB hired Emerson Process Management to calibrate (4) Venturi meters. Locations of the four meters are: The North Portal, Lauro Reservoir, Sheffield valve pit, and Ortega Reservoir. These meters must be calibrated on a quarterly basis to ensure their reliability and the accurate measurement of water flowing through them.
- COMB hired Cushman Contracting Corp. to perform silt relocation near the pumping barge at Cachuma Lake. The relocation of the silt will prolong the amount of time that the barge will be able to draw water from its current location, and possibly postponing relocation into the winter (rainy) months. Postponement is favorable due to the potential cost savings during the Emergency Pumping Facilities Project (EPFP).
- Assisted the Fisheries Department in setting fish traps in the main stem of the Santa Ynez River. Fish traps are set into the river by COMB biologists to temporarily trap fish for monitoring and documentation.
- Operations personnel replaced a temperature controlling fan on the Boundary Meter PLC cabinet that was failing. The hardware inside the PLC cabinet must be kept at a cooler temperature to avoid damage or loss of crucial information recorded by the Supervisory Control And Data Acquisition system (SCADA).
- Starting on August 3rd, Operations staff began making daily site visits to the SCC Intake Structure at Cachuma Lake. During these visits, staff conducts visual inspections of the lake level, as well as the condition of the Intake Structure. Operations staff also conducted a visual inspection of the draft gate (gate 5) to ensure that gravity flow is sufficient enough to keep up with the daily demand to the Southern Santa Barbara County customers.
- Cleared all vegetation from the upstream side of Lauro Dam face. Keeping this area clear of debris and vegetation is mandated by the Standing Operating Procedure (SOP) and is enforced by the Bureau of Reclamation.
- The Bureau of Reclamation conducted their annual site inspections at the following reservoirs: Glen Anne Reservoir, Lauro Reservoir, Ortega Reservoir, and Carpinteria Reservoir. Members from the Bureau visit these sites and generate a list of recommended work items for COMB personnel to complete.
- COMB personnel assisted with water sampling that was taken near the Emergency Pumping Platform (EPP). Sampling is scheduled to take place on a bi-monthly basis. Water samples are being taken for record keeping and water quality concerns during the historically low elevations of Cachuma Lake.

- Operations staff repaired erosion damage on the Ortega Dam crest. This area is a steep incline and gets eroded easily from rodent activity and rain damage. Operations staff went through and compacted loose soil and added a 3" layer of road base to ensure that the hillside would retain its stability. (photos)

Additionally, Operations staff has been involved in activities related to the EPFP, those listed in the IIP, and continuing investigation of the Lower Reach AVAR conditions.

Pictures

Ortega reservoir erosion damage repair

Before



Before



After



After



Lauro Reservoir upstream Dam face brush clearin

Before



After



CACHUMA OPERATION AND MAINTENANCE BOARD

BOARD MEMORANDUM

DATE: August 24, 2015
TO: Janet Gingras, Interim General Manager
FROM: Tim Robinson, Fisheries Division Manager
RE: MONTHLY FISHERIES DIVISION REPORT

HIGHLIGHTS:

- Final designs and permits for the Quiota Creek Crossing 3 Project are expected soon. The project should go out to bid this week.
- Design modifications continue to be discussed for the Quiota Creek Crossing 0a+b Project at which point permits will be submitted.
- The CalTrans grant application for the Quiota Creek Crossing 8 Project is well underway.
- Hilton Creek Emergency Backup System needs to be tested once all the electrical work has been completed; completion and test dates are uncertain.

In compliance with the 2000 Cachuma Project Biological Opinion (NMFS, 2000) and as described in the 2004 Lower Santa Ynez River Fish Management Plan (SYRTAC, 2000) and the Monitoring Program in the 2000 Revised Biological Assessment (BA), the Cachuma Project Biology Staff (CPBS) conducts routine monitoring of steelhead/rainbow trout and their habitat on the Lower Santa Ynez River (LSYR) below Bradbury Dam. The following is a list of activities carried out by CPBS since the last COMB Board Fisheries Division Report at the June meeting that has been broken out by categories.

LSYR Steelhead Monitoring Elements:

Thermograph Network: The thermograph network is deployed at the beginning of April and picked up at the end of December to record water temperatures at all designated locations within the LSYR mainstem and several tributaries. The thermograph network has been deployed in the LSYR mainstem and its tributaries. Thermographs are downloaded monthly and the results are summarized in the Annual Monitoring Report.

Lake Profiles: Lake Cachuma water quality measurements (temperature, dissolved oxygen concentration, total dissolved solids and turbidity) at one meter intervals from the surface to the bottom of the lake (Lake Profile) are taken once a month, normally from April through December at the Hilton Creek Watering System (HCWS) intake barge. This is considered to be near the deepest point in the lake and allows for monitoring of lake stratification, water quality conditions at the intake level for the HCWS and lake-turnover. Due to the drought and the need to carefully monitor Lake Cachuma, lake profiles will be taken monthly throughout the year for the foreseeable future.

Cachuma Lake Oak Tree Restoration Program: COMB staff, with guidance from the hired professional arborist, continues to implement the Program and has successfully conducted all management actions as required. An update of the project is provided in a separate Board memo including the new trees (Year 7) that are currently being planted.

WR 89-18 Release Monitoring: BO required monitoring for the WR 89-18 releases started at the beginning of August as requested by USBR and will continue until after the releases are stopped. WR 89-18 releases began on 8/3/14 at 8 AM and are conducted by the Santa Ynez River Water Conservation District in collaboration with US Bureau of Reclamation (USBR). As requested by USBR and approved by NMFS, migrant trapping was conducted at two locations (just downstream of the Stilling Basin and at the upper end of the Refugio Reach) for the first two weeks of the release (8/3/15 to 8/17/15). At both locations non-native warm water species were observed; only two *Oncorhynchus mykiss* were observed at the upper most trap that were most likely Hilton Creek fish that were milling around that flooded area near the confluence.

Tributary Project Updates:

Quiota Creek Crossing 0: COMB received a 2014 CDFW-FRGP Grant for \$671,635 with a landowner construction match of \$50,000. The COMB Board accepted the grant on 3/23/15. Staff hopes to meet with the landowners soon to finalize design options at which point the designs will be submitted to NMFS/CDFW for their review. The permit process will begin upon design consent. The objective is to build the project in the fall of 2016.

Quiota Creek Crossing 3: COMB received a 2014 CDFW-FRGP Grant for \$705,205 with a COMB construction match of \$50,000. The COMB Board accepted the grant on 3/23/15. The designs have been submitted three times to the County and twice to NMFS/CDFW for their review. Final designs have been sent for review soon and design approval is expected shortly at which point we will proceed to bid. Permit applications have all been submitted and temporary construction easement from the landowner has been obtained. All permits have been received except the County Encroachment Permit which is expected upon payment of the permit fee. The objective is to build the project in the fall of 2015. A separate memo with project details has been prepared for this Board packet.

Quiota Creek Crossing 4: COMB submitted a 2015 CDFW-FRGP Grant on 3/30/15 for \$938,295 with a COMB construction match of \$50,000. The grant Technical Review Team visited the site on 6/17/15 and had no significant concerns with what was proposed. The results of that funding competition will be announced in the winter of 2016.

Quiota Creek Crossing 8: In collaboration with SB County and a hired consultant, we have started the CalTrans grant proposal process which is lengthy with many steps. Grants are reviewed upon submittal hence the process will be slow at first and then the results should be back in a shorter period of time compared to other grant programs.

Salsipuedes Creek – Jalama Road Fish Ladder: On 5/19/15, fish passage engineers from CDFW and NMFS reviewed the submitted designs and agreement was reached on the preferred fix to this fish passage facility. Our design engineers are now finalizing the plans and preparing the engineer's estimate that will be submitted to CDFW who will then look for funding of this project. Pending funding, this project could go forward as soon as this fall.

El Jaro Creek – Cross Creek Ranch Fish Passage Facility: There has been no action on the suggested repairs to this project.

Hilton Creek Watering System (HCWS) Repairs and Upgrades

The HCWS is owned, operated and maintained by USBR. The following repairs and upgrades have been identified by USBR with the status of each (Table 1). USBR has just issued the fourth contract modification to the contractor to wrap up the remaining work to the system (electrical work

and replacing the 10 inch valve with an actuator for system automation). The work should be completed soon and system testing is pending with no date set.

Table 1: List of HCWS repairs and upgrades as reviewed by USBR Management on 8/18/15.

#	Tasks	Status:
1	Run a watering truck to LRP for 10 hrs/day until Pumps #1+2 are operational	Completed - 5/30/14 thru 6/10/14
2	Replace failed Pump #1 on HCWS Pumping Barge	Completed - 6/9/14
3	Conduct repairs on Pump #2 on HCWS Pumping Barge	Completed - 6/10/14
Install temporary HC Emergency Backup System (HCEBS) at Bradbury Dam Outlet Works:		
4	Receive contractor bids	Completed (2 rounds)
5	Issue a contract and a Notice to Proceed letter	Completed - contract issued on 9/3/14
6	Install steel riser pipe off of the 10" release valve at Outlet Works (USBR)	Completed - 6/20/14
7	Construct the HCEBS	Pending (started 12/1/14 + estimated completion ??)
Work to be completed once the HCEBS is installed:		
8	Provide low flow delivery (~1.5 cfs) to HC to accommodate < 30,000 af of storage	Pending (completion of the HCEBS)
9	Finalize all needed modifications to Pumps #1+2	Pending (completion of the HCEBS)
10	Upgrade current Motor Control (electrical panel) to assure no power interruption to Pumping Barge	Pending (completion of the HCEBS)
11	General top of Dam electrical and SCADA upgrades	Pending (completion of the HCEBS)
12	Repair the 3 leaky valves at the Outlet works	Valve sealing done in December 2014, improved not perfect, work in progress
13	Negotiate a solution for independent CCWA delivery without connecting to the Outlet	CCWA, USBR, MJs +SYRWCD to address
14	Install permanent Hilton Creek Backup Delivery System (HCBDS) from the Outlet Works	In preliminary design phase (2016 +/-)

Surcharge Water Accounting

The following table summarizes the amount of Surcharge water used to date from each of the three accounts at the end of last month (Table 2). All numbers come from USBR's Daily Operations Report. The start time for the use of the Surcharge Water Accounts was 5/27/11, or the last day of full surcharge. As of May 2012, all of the Fish Rearing Account waters have been used and USBR is now using Project Yield to meet BO target flows. A WR 89-18 release began on 7/15/13 at 8:15 AM and ended on 12/2/13 at 2:00 PM and another WR 89-18 release began on 8/18/14 and ended on 11/11/14 at 8:00 AM. During these releases, no Fish Rearing releases are debited as WR 89-18 releases are used conjunctively with fish flows under the Cachuma Project Settlement Agreement. The Adaptive Management Committee (AMC) called for two release from the Adaptive Management Account (AMA), 35 acre-feet in October 2012 and 114 acre-feet in June 2013. What remains of the AMA is 351 acre-feet. There have been no releases from the Fish Passage Supplementation Account. Determination of critical drought and the associated accounting has not been finalized and is not reflected in Table 2.

Table 2: Summary of the surcharge water accounting and use of Project Yield.

Accounts*	Allocation	Amount Used**	Amount Remaining
Units:	(acre-feet)	(acre-feet)	(acre-feet)
Fish Passage Supplementation	3,200	0	3,200
Adaptive Management	500	149	351
Fish Rearing***	5,484	5,484	0
Project Yield		13,147	
Total:	9,184	18,780	3,551
* Originally was 9,200 af, 8,942 af in 2008 and 9,184 af in 2013.			
** Values as of 7/31/15.			
*** This water is for meeting required target flows. This is not an official account and is what remains after subtracting the other two accounts.			

Reporting / Outreach / Training

Reporting: Staff has submitted the 2012 Annual Monitoring Reports to the Science Review Team, comments have been received and incorporated and the next version has been sent to the

Managers, Legal Team and USBR within the next week; comments are expected soon. The 2013 AMR is well underway and will be sent to the Science Review Team as soon as possible.

Outreach and Training: Staff continues to work with Quiota Creek and Salsipuedes Creek watershed landowners, interested parties within the Santa Ynez Valley and the County on a variety of fisheries related issues. Staff is working with the UC Santa Barbara Blue Horizon summer class on their project regarding the drought and steelhead.

Consultant Activity Summary:

HDR Fisheries Design Center (Mike Garelo) – Design work for the Quiota Creek Crossings 0, 3, 4 and 8 projects.

Stetson Engineers (Ali Shahroody) – Santa Ynez River hydrological analyses.

Cardno (Jean Baldrige) – BO compliance tasks and support.

Hanson Environmental (Chuck Hanson) – BO compliance tasks and support.

COM3 Consulting (Gerald Comati) – Quiota Creek Crossing 8 CalTrans grant application.

CACHUMA OPERATION & MAINTENANCE BOARD

BOARD MEMORANDUM

Date:	August 24, 2015
Submitted by:	Tim Robinson and Scott Volan
Approved by:	Janet Gingras

SUBJECT: Lake Cachuma Oak Tree Restoration Program

SUMMARY:

This memorandum on the Lake Cachuma Oak Tree Restoration Program reflects maintenance completed since January 1st, 2015 to the present (1/1/15 – 8/24/15, Table 1). Labor and expenses for the entire fiscal year (July 2014 - June 2015) as well as water usage will be tracked separately but not reported as recommended by the COMB Board Lake Cachuma Oak Tree Committee. COMB staff continues to rely on the Fisheries Division seasonal employees to conduct the majority of oak tree work in the field. The inventory of all trees planted will be presented to the Lake Cachuma Oak Tree Committee at its next meeting as well as the 2015 Lakeshore Survey, which will set the mitigation number for 2015.

Table 1: Cachuma Oak Tree Program completed tasks since 1/1/15.

	Jan 2015*	Feb 2015*	Mar 2015*	April 2015	May 2015	June 2015	July 2015	August 2015
Year 7 Oaks (2014-2015)	New Trees	New Trees	New Trees	Irrigated	Irrigated	Irrigated	Irrigated	Irrigated
	Gopher Baskets	Gopher Baskets	Gopher Baskets	Weeded	Weeded	Weeded	Weeded	Weeded
	Fertilizer/Compost	Fertilizer/Compost	Fertilizer/Compost			Cage maint.	Cage maint.	Cage maint.
	Deer Cages	Deer Cages	Deer Cages					
	Mulched/Irrigated	Mulched/Irrigated	Mulched/Irrigated					
Year 6 Oaks (2010-2011)					Irrigated Weeded	Cage maint.		
Year 5 Oaks (2009-2010)					Irrigated Weeded			
Year 4 Oaks (2008-2009)				Irrigated Weeded				
Year 3 Oaks (2007-2008)				Irrigated Weeded				
Year 2 Oaks (2006-2007)					Irrigated Weeded	Irrigated Weeded		
Year 1 Oaks (2005-2006)					Irrigated Weeded	Irrigated Weeded		
*November through March work included annual oak tree inventory								

The planting of new oak trees (Year 7) during the fall of 2014 and winter of 2015 has been completed with 906 trees planted. Trees were planted at an approximate ratio of 90% Coast Live Oaks and 10% Valley Oaks. The Fisheries Division has already completed 4 1/2 full rounds of irrigation on the new oak trees, and will continue watering throughout the summer and fall as needed to ensure maximum survival of the new trees over the dry season. From April through June, COMB staff irrigated all of the older planted oak trees. A

full round of spring watering was necessary due to the ongoing drought, ensuring the continued survival of all the planted oak trees.

FINANCIAL IMPACT: Tracked but not included.

LEGAL CONCURRENCE: N/A

ENVIRONMENTAL COMPLIANCE: N/A

COMMITTEE STATUS: N/A

RECOMMENDATION: For Board information only.

LIST OF EXHIBITS:

14-15 ENTITLEMENT

CACHUMA OPERATION AND MAINTENANCE BOARD WATER PRODUCTION AND WATER USE REPORT FOR THE MONTH OF JULY 2015 AND THE WATER YEAR TO DATE

(All in rounded Acre Feet)

	MONTH					YTD
	TOTAL					TOTAL
WATER PRODUCTION:						
Cachuma Lake (Tec. Diversion)	1,666					13,382
Tecolote Tunnel Infiltration	91					1,190
Glen Anne Reservoir	0					0
Cachuma Lake (County Park)	3					21
State Water Diversion Credit	659					7,629
Bishop Ranch Diversion	0					100
Meter Reads	1,012					6,007
So. Coast Storage gain/(loss)	(29)					(83)
Total Production	1,760					14,593
Total Deliveries	1,642					13,653
Unaccounted-for	118					940
% Unaccounted-for	6.73%					6.44%
	GWD	SB CITY	MWD	CVWD	SYRWCD	TOTAL
WATER USE:	I.D. #1					
M&I	401	355	0	37	3	797
Agricultural	164	0	0	51	0	215
TOTAL FOR MONTH	565	355	0	88	3	1,012
Same Mo/prev. yr	625	819	0	172	4	1,620
M&I Yr to date	2,320	2,077	0	257	21	4,676
Ag. Yr to date	950	0	0	314	0	1,264
TOTAL YTD	3,270	2,077	0	571	21	5,940
USAGE % YTD	49.0%	31.5%	11.9%	28.8%	22.3%	32.5%
Previous Year/YTD	5,611	7,921	1,171	2,206	27	16,936
Evaporation	0	48	98	3	51	200
Evaporation, YTD	186	368	502	22	261	1,339
Entitlement ***	4,195	3,725	1,193	1,266	1,193	11,572
Carryover	2,819	3,188	2,778	564	1,457	10,806
Carryover Balances Spilled YTD	0	0	0	0	0	0
Surplus^	0	0	0	0	0	0
State Water Exchange^	44	562	550	230	(1,386)	0
Transfers/Adjustment #	0	297	(297)	0	0	0
Passthrough H2O**	0	0	0	0	0	0
TOTAL AVAILABLE	7,058	7,772	4,224	2,060	1,264	22,378
REMAINING BALANCE	3,602	5,327	3,722	1,467	982	15,099

*** MU's agreed to 55% reduction of normal (25,714 AF) entitlement

** City is operating under pass through mode declared November 2008.

State Water Deliveries for July to Lake Cachuma were: MWD 0 AF; CVWD 0 AF
GWD 0 AF(Morehart 5 AF); City of S.B. 306 AF; and LaCumbre 0 AF; (Ratheon 0 AF).

^ Per SWP Exchange Agrmt GWD received 0 AF; MWD received 124 AF;
City of SB received 124 AF; and CVWD received 41 AF from ID#1 in July 2015.

Juncal transfer to City per annual agreement

CACHUMA OPERATION AND MAINTENANCE BOARD
WATER STORAGE REPORT

MONTH: **July 2015**

GLEN ANNIE RESERVOIR

Capacity at 385' elevation:	518 Acre Feet
Capacity at sill of intake at 334' elevation:	21 Acre Feet
Stage of Reservoir Elevation	337.00 Feet
Water in Storage	31.35 Acre Feet

LAURO RESERVOIR

Capacity at 549' elevation:	600 Acre Feet
Capacity at sill of intake at 512' elevation:	84.39 Acre Feet
Stage of Reservoir Elevation	545.80 Feet
Water in Storage	525.56 Acre Feet

ORTEGA RESERVOIR

Capacity at 460' elevation:	65 Acre Feet
Capacity at outlet at elevation 440':	0 Acre Feet
Stage of Reservoir Elevation	446.60 Feet
Water in Storage	18.27 Acre Feet

CARPINTERIA RESERVOIR

Capacity at 384' elevation:	45 Acre Feet
Capacity at outlet elevation 362':	0 Acre Feet
Stage of Reservoir Elevation	375.70 Feet
Water in Storage	25.03 Acre Feet

TOTAL STORAGE IN RESERVOIRS

	568.86 Acre Feet
Change in Storage	-28.98 Acre Feet

CACHUMA RESERVOIR*

Capacity at 750' elevation:	186,636 Acre Feet
Capacity at sill of tunnel 660' elevation:	25,668 Acre Feet

Stage of Reservoir Elevation	682.66 Feet
Water in Storage	47,526 AF
Surface Area	1,252
Evaporation	1,006.6 AF
Inflow	444.2 AF
Downstream Release WR8918	0.0 AF
Fish Release (Hilton Creek)	243.4 AF
Outlet	0.0 AF
Spill/Seismic Release	0 AF
State Project Water	305.3 AF
Change in Storage	-2,163 AF
Tecolote Diversion	1,666.1 AF

SUMMARY OF WATER USED
CACHUMA PROJECT - CONTRACT #175R-1802

Contract Year: 10/1/14 to: 9/30/15

Contract Entity: City of Santa Barbara
 Last updated by C.O.M.B. 7/31/15

Month	Approved Schedule Current Year		Carryover Previous Year		WATER USE CHARGED TO CARRYOVER BALANCES				Allocation		WATER USE CHARGED TO CURRENT ENTITLEMENT	
	M & I	Agr	total	total	Evap	Div	Total	M & I	Agr	M & I	Agr	Total
Oct	3725	3188	337	337	53	337	390	390	0	0	0	0
Nov			193	193	25	193	218	218	0	0	0	0
Dec			210	210	10	210	220	220	0	0	0	0
Jan			142	142	13	142	155	155	0	0	0	0
Feb			0	0	20	0	20	20	0	0	0	0
Mar			90	90	39	90	130	130	0	0	0	0
Apr			195	195	51	195	246	246	0	0	0	0
May			343	343	53	343	396	396	0	0	0	0
Jun			207	207	56	207	264	264	0	0	0	0
Jul			355	355	48	355	403	403	0	0	0	0
Aug			0	0								
Sep			0	0								
Total	3725	3188	2,073	2,073								

Month	STORAGE WATER		CONVERSIONS		CURRENT SCHEDULE		SCHEDULE AND REVISIONS	
	M & I	Agr	M & I	Agr	M & I	Agr	M & I	Total
Oct	0	0	0	0	0	0	0	0
Nov	0	0	0	0	0	0	0	0
Dec	0	0	0	0	0	0	0	0
Jan	0	0	0	0	0	0	0	0
Feb	0	0	0	0	0	0	0	0
Mar	0	0	0	0	0	0	0	0
Apr	0	0	0	0	0	0	0	0
May	0	0	0	0	0	0	0	0
Jun	0	0	0	0	0	0	0	0
Jul	0	0	0	0	0	0	0	0
Aug	0	0	0	0	0	0	0	0
Sep	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0

Month	REMAINING BALANCES		TOTAL	
	M & I	Agr	M & I	Total
Oct	3,725	0	3,725	3,725
Nov	4,022	0	4,022	4,022
Dec	4,022	0	4,022	4,022
Jan	4,022	0	4,022	4,022
Feb	4,022	0	4,022	4,022
Mar	4,052	0	4,052	4,052
Apr	4,124	0	4,124	4,124
May	4,275	0	4,275	4,275
Jun	4,460	0	4,460	4,460
Jul	4,584	0	4,584	4,584
Aug				
Sep				
TOTAL	5,332	0	5,332	5,332

SUMMARY OF WATER USED
CACHUMA PROJECT - CONTRACT #75R-1802

Contract Entity: Santa Ynez River Water Conservation District, ID#1
 Last updated by C.O.M.B. 7/31/15
 Contract Year: 10/1/14 to: 9/30/15

Month	Approved Schedule		Carryover	Previous Year	TOTAL WATER USED Acre-feet				WATER USE CHARGED TO CARRYOVER BALANCES Acre-feet				WATER USE CHARGED TO CURRENT ENTITLEMENT Acre-feet			
	Current Year	Schedule			1193	1457	M & I	Agr	Total	Evap	Div	Total	M & I	Agr	Total	M & I
Oct					2	0	2	24	2	26	26	0	0	0	0	0
Nov					2	0	2	13	2	15	15	0	0	0	0	0
Dec					1	0	1	5	1	6	6	0	0	0	0	0
Jan					2	0	2	8	2	9	9	0	0	0	0	0
Feb					2	0	2	13	2	14	14	0	0	0	0	0
Mar					2	0	2	25	2	27	27	0	0	0	0	0
Apr					3	0	3	33	3	36	36	0	0	0	0	0
May					2	0	2	38	2	41	41	0	0	0	0	0
Jun					2	0	2	51	2	53	53	0	0	0	0	0
Jul					3	0	3	51	3	54	54	0	0	0	0	0
Aug					0	0	0									
Sep					0	0	0									
Total					21	0	21									

CONVERSIONS

STORAGE WATER	CURRENT SCHEDULE		Month
	M & I	Agr	
0	0	0	Oct
0	0	0	Nov
0	0	0	Dec
0	0	0	Jan
0	0	0	Feb
0	0	61	Mar
0	0	111	Apr
0	0	246	May
0	0	247	Jun
0	0	0	Jul
0	0	0	Aug
0	0	0	Sep

*NOTE:

COUNTY PARKS	REMAINING BALANCES		Month
	M & I	Agr	
A.F. Used	2.15	1,173	Oct
	1.84	442	Nov
	1.08	436	Dec
	1.59	427	Jan
	1.51	413	Feb
	2.08	386	Mar
	2.79	350	Apr
	2.06	309	May
	2.43	256	Jun
	3.05	202	Jul
		978	Aug
			Sep

COMB STATE WATER PROJECT ACCOUNTING - SOUTH COAST ONLY (Does not include SYRWCD, ID#1 or exchange water)

MONTH	DELVRD TO LAKE	CVWD		Delvd Transf to SC to MW	Delvd to Lake	MWD	Evap/Spill	Delvd to SC	S.B.		Delvd to SC	GWD	Delvd to Lake	Delvd to SC	LCMWC		Delvd to Lake	RSYS	Delvd to SC	Delvd to Lake	MLC	Delvd to SC	
		Stored	to Lake						Delvd to Lake	Stored					Evap/Spill	Stored							Evap/Spill
2014																							
Bal. Frwd	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	0	0	0	0	0	0	0
January	875	54	0	54	82	0	0	82	0	82	0	615	42	0	0	0	0	0	0	0	0	0	0
February	1368	133	0	133	200	0	0	200	0	200	0	749	181	0	21	0	0	0	0	0	0	0	0
March	1362	105	0	105	245	83	0	162.1	286	0	286	648	335	0	85	0	0	0	0	0	0	0	0
April	486	0	0	0	93	0	0	176	178	0	178	176	0	1	105	1	18	0	0	0	0	0	0
May	1265	30	0	30	362	81	0	281.1	362	0	362	388	0	1	172	1	52	0	0	0	3	0	3
June	1268	50	0	50	318	142	1	255	348	0	348	432	0	1	254	1	31	0	0	0	5	0	5
July	1302	158	0	158	275	149	1	266.4	317	0	317	441	0	2	285	2	72	0	0	0	6	0	6
August	1297	121	0	121	314	237	1	225.1	314	0	314	437	0	2	375	2	13	0	0	0	6	0	6
September	1257	110	0	110	308	291	2	252	308	0	308	423	0	2	418	2	58	0	0	0	5	0	5
October	1296	0	0	0	443	455	5	273.6	570	0	570	113	0	7	580	7	1	0	0	0	0	0	0
November	1249	0	0	0	707	962	4	196.5	399	0	399	0	0	5	647	5	71	0	0	0	0	0	0
December	271	0	0	0	0	874	4	84.5	249	0	249	0	0	2	609	2	36	0	0	0	0	0	0
Total	13296	761	0	761	3347	874	19	2454	3613	0	3613	4422	0	4423	1106	25	496	22	0	22	25	0	25

COMB STATE WATER PROJECT ACCOUNTING - SOUTH COAST ONLY (Does not include SYRWCD, ID#1 or exchange water)

MONTH	DELVRD TO LAKE	CVWD		Delvd to SC	Evap	Spill	Delvd to SC	S.B.		Delvd to SC	GWD	Delvd to Lake	Delvd to SC	LCMWC		Delvd to Lake	RSYS	Delvd to SC	Delvd to Lake	MLC	Delvd to SC	
		Stored	to Lake					Delvd to Lake	Stored					Evap/Spill	Stored							Evap/Spill
2015																						
Bal. Frwd	0	0	0	0	0	0	0	0	0	0	0	0	0	0	609	0	0	0	0	0	0	0
January	833	0	0	0	104	5	104	363	0	363	470	201	0	269	561	3	44	0	0	0	0	0
February	789	0	0	0	650	7	107	366	0	366	423	492	2	130.1	510	5	46	0	0	0	0	0
March	1284	170	0	0	725	11	195.9	363	0	363	462	444	9	501	456	9	46	5	0	5	2	0
April	1152	192	0	0	807	18	231.4	428	0	428	193	0	11	626	434	11	11	5	0	5	3	0
May	658	108	0	0	762	23	258.7	305	0	305	0	0	0	0	413	13	8	5	0	5	3	0
June	371	0	0	0	507	30	224.7	366	0	366	0	0	0	0	390	16	6	0	0	0	5	0
July	306	0	0	0	186	21	299.6	306	0	306	0	0	0	0	368	16	6	0	0	0	0	0
August	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
September	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
October	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
November	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
December	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	5393	470	0	455.7	14	186	116	1422	2497	0	2497	1548	0	1,526	368	74	166	15	0	15	13	0



**Santa Barbara County Parks Division,
Cachuma Lake Recreation Area**



**Summary of Aquatic Invasive Species Vessel Inspection Program
and Early Detection Monitoring Program: JULY 2015**

AIS INSPECTION PROGRAM LAUNCH DATA:

Cachuma Lake Recreation Area Launch Data -- JULY 2015		
Inspection Data		
Total Vessels entering Park	183	
Total Vessels launched	175	
Total Vessels Quarantined	8	4%
Returning with Boat Launch Tag	114	65%
New: Removed from Quarantine	*	
Kayak/Canoe: Inspected, launched	61	35%
4-stroke Engines	*	
2-strokes, w/CARB star ratings	*	
2-strokes, NO emissions ratings	*	
Quarantine Data		
Total Vessels Quarantined	8	
Quarantined 7 days	*	
Quarantined 14 days	*	
Quarantined 30 days	8	
Quarantine Cause		
Water on vessel*	*	
Debris on hull*	*	
Plug installed*	*	
From infected county	3	
Ballast tanks*	*	
Boat longer than 24 feet*	*	
Out-of-state	0	
Unspecified*	*	
Mandatory Quarantine All Untagged Boats	8	
Demographic Data		
Quarantined from infected county	3	
Quarantined from SB County	8	
Quarantined from other uninfected county	0	

Boat Launch Tags: Boats with Cachuma Lake Boat Launch Tags attach boat to trailer.

No mussel species have been located on any vessel entering Cachuma Lake as of the last day of this month.

* These conditions are no longer being tracked.

EARLY DETECTION MONITORING PROGRAM SUMMARY

Summary: No Dreissenid mussels were detected
 Inspection site: Cachuma Lake Marina, Santa Barbara County, California
 Inspection Date and Time : 2015.07.23; 13:00 – 16:30 PDT
 Method: 9 PVC/Cement Sampling Stations; 241 linear feet of line
 Surveyors: Liz Gaspar (SBCO Parks Division), Keith Yaeger (Sea Grant).
 Lake elevation: Max feet: 753.00, current: 682.44; Max acre-feet: 193,000, current: 47,252 ;
 Current capacity: 24%