

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

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

Monday, August 31, 2009

Approximate Start Time
2:45 p.m.

AGENDA

- 1. COMB CALL TO ORDER, ROLL CALL** (COMB Board of Directors.) (*1 minute*).
- 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.) (*5 minutes*)
- 3. CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION, SUBDIVISION (a) OF SECTION 54956.9 SAIDA CRISTINA GARCIA DE SAMAYOA VS. COMB, ET AL.**
- 4. CONSENT AGENDA** (For Board action by vote on one motion unless member requests separate consideration.) (*2 minutes*)
 - a. Minutes
 - July 27, 2009 Regular Board Meeting and Special Board Meetings June 28, 2009 and August 3, 2009
 - b. Investment of Funds
 - Financial Reports
 - Investment Reports
 - c. Payment of Claims
- 5. STANDING COMMITTEE APPOINTMENTS FOR FY 2009-10** (*5 minutes*)
 - a. Capital Improvements
 - b. Finance
 - c. Legal Affairs
 - d. Operations
 - e. Management & Public Relations
- 6. AD HOC COMMITTEES**
 - a. Board Legal Search Committee

- b. General Managers CIP Review Committee
7. **REPORTS FROM THE MANAGER** (10 minutes)
 - a. Cachuma Water Reports
 - b. Operations Report
 - c. COMB Operating Committee Meeting, August 5, 2009
 - d. **Verbal** - Ortega Reservoir Leak
 - e. **Verbal** - Jesusita Fire Activities
 - f. La Brea Fire – USFS Mars Martin Water Scooper from Lake Cachuma
 - g. City of Santa Barbara TV Inside Santa Barbara COMB Overview
 - h. 2008 Surcharge Accounting
 - i. **Verbal Report** - Cachuma Reservoir Current Conditions
8. **ESTABLISHMENT OF COMB CHANGE WORK ORDER POLICY** (10 minutes)
9. **COMB CAPITAL IMPROVEMENT PROGRAM** (15 minutes)
 - a. CIP Bond
 - 1) Revised Schedule
 - 2) Recommendation to Remove COMB Office Building from Bond Projects and Approval of Indemnification Agreement with ID No. 1
 - 3) Status of Member Units Approval of COMB Bond Issuance
 - b. SCC/Upper Reach Reliability Project
 - 1) Project Status Report
 - c. Mission Creek Pipeline and Fish Passage Project
 - 1) Project Status Report
10. **CONSIDER APPROVAL OF MOU BETWEEN COMB AND CCRB FOR FUNDING AND CONSTRUCTION OF FISH PASSAGE AND HABITAT IMPROVEMENT PROJECTS** (2 minutes)
11. **PROPOSITION 50 and PROPOSITION 84 ACTIVITIES** (5 minutes)
12. **DIRECTORS' REQUEST FOR AGENDA ITEMS FOR NEXT MEETING** (5 minutes)
13. **STAFF APPRECIATION LUNCH – BEACHSIDE, SEPTEMBER 24, 2009 AT 1:00 P.M.**
14. **MEETING SCHEDULE**
 - September 28, 2009 to follow CCRB at 2:15 P.M., COMB Office
 - Board Packages Available on COMB Website
www.cachuma-board.org
15. **COMB ADJOURNMENT**

NOTICE TO PUBLIC

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 a public hearing before the Board. The total time for this item will be limited by the President of the Board. If you wish to address the Board under this item, please complete and deliver to the Secretary of the Board before the meeting is convened, a "Request to Speak" forms including a description of the subject you wish to address.

Americans with Disabilities Act: In compliance with the Americans with Disabilities Act, if you need special assistance to 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.

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

MINUTES OF A REGULAR MEETING
of the
CACHUMA OPERATION & MAINTENANCE BOARD
held at the
Cachuma Operation & Maintenance Board Office
3301 Laurel Canyon Road, Santa Barbara, CA
Monday, July 27, 2009

1. Call to Order, Roll Call

The meeting was called to order at 3:40 p.m. by President Williams who chaired the meeting. Those in attendance were:

Directors present:

Das Williams	City of Santa Barbara
Bob Lieberknecht	Carpinteria Valley Water District
Jan Abel	Montecito Water District
Lauren Hanson	Goleta Water District
Lee Bettencourt	SYR Conservation Dist ID#1

Others present:

Kate Rees	William Hair
Eric Ford	Alex Keuper
Janet Gingras	Rebecca Bjork
Tom Mosby	Chip Wullbrandt
Charles Hamilton	Chris Dahlstrom
Tim Robinson	Allen Larsen
John Schock	Phil Walker
Peter Lapidus	

2. Public Comment

Phil Walker provided public comment on several issues not on the agenda.

3. Closed Session: Conference with Counsel Pursuant to Government Code Section 54956.0 (b) Concerning the Risk of Litigation due to the Possible Failure to Award A Contract to the Apparent Low Bidder. One Matter.

The Board went into closed session at 3:45 p.m. and came out of closed session at 3:58 p.m. There was nothing to report out of closed session.

4. Reconsider, If Necessary, Award of Contract to Construct El Jaro Creek Cross Creek Ranch Fish Passage Project

Ms. Rees reported that four bids were received on June 12, 2009 for the construction contract for El Jaro Creek Cross Creek Ranch Fish Passage Enhancement Project. At

the June 22, 2009 Board meeting the Board approved selection of Lapidus Construction, Inc. as contractor for the project. Schock Contracting, Inc., as the low bidder, submitted a protest letter regarding the bid selection. Lapidus Construction also filed a protest letter stating that Schock's bid was non-responsive. Both letters were included in the board packet.

The Board heard evidence on the protests filed regarding selection of a contractor for the project. Both contractors, John Shock and Peter Lapidus, addressed the Board regarding their filed protests. The Board considered any irregularities in the bid submittals, and the Board reconsidered its award of the construction contract for the project, exercising its discretion in making a determination of which bid to accept.

Director Bettencourt stated that COMB is not the appropriate agency to construct fish passage projects because ID#1 considers all fish projects water rights related, and COMB should not be involved in decisions regarding water rights. He stated that it was acceptable for CCRB to construct them, and that if there was an agreement between COMB and CCRB, it could be addressed that way. But if COMB was going to construct a fish passage project, it would require a unanimous vote. President Williams thought this was a reorganization issue that had not been addressed due to stalled talks between ID#1 and CCRB.

Counsel Hair was of the opinion that construction of the fish passage projects is not water rights related because these projects are required by the Biological Opinion, which is not a water rights process. It is a federal ESA requirement. He said the fisheries projects are an element before the SWRCB, but that construction of them does not affect anyone's water rights. Therefore, a unanimous approval is not required. Chip Wullbrandt said that CCRB's carrying out the fisheries projects has been problematic from the beginning, and was never intended to be part of CCRB's original purpose. In contrast, Mr. Wullbrandt pointed out that COMB certified the EIR on the Fish Management Plan and Biological Opinion, which says that COMB would implement the fish projects. Also that COMB was a defendant in a lawsuit that said COMB could implement the fish projects.

Director Abel moved that the El Jaro Creek Cross Creek Ranch Fish Passage Enhancement Project be awarded to Shock Contracting as the lowest responsible bidder, seconded by Director Lieberknecht, passed 6/0/1, Director Bettencourt voted no.

5. Consent Agenda

- a. **Minutes:**
June 22, 2009 Regular Board Meeting
- b. **Investment Funds**
Financial Reports
Investment Report
- c. **Payment of Claims**

Director Lieberknecht moved to approve the consent agenda with the changes to the minutes, seconded by Director Hanson, passed 7/0/0.

6. Annual Reorganization of Cachuma Operation & Maintenance Board

a. Election of President

Director Abel nominated Director Williams as President of COMB for FY 2009-2010, seconded by Director Lieberknecht, passed 5/0/2, Director Williams abstained.

b. Election of Vice-President

Director Lieberknecht nominated Director Hanson as Vice-President of COMB for FY 2009-2010, Director Hanson withdrew her nomination due to other commitments.

Director Abel then nominated Director Lieberknecht as Vice-President of COMB for FY 2009-2010, seconded by Director Hanson, passed 6/0/1, Director Lieberknecht abstained.

c. Appointment of ACWA/JPIA Representative and Alternate

Director Abel moved to appoint Director Lieberknecht as the ACWA/JPIA Representative for the FY 2009-2010, seconded by Director Bettencourt, passed 6/0/1, Director Lieberknecht abstained.

d. Appointment of General Counsel through December 31, 2009

Due to Mr. Hair's impending retirement, Director Abel moved to appoint Mr. Hair of Nordman, Cormany, Hair & Compton as General Counsel through December 31, 2009, and recommended that a special legal search ad hoc committee be appointed to evaluate Mr. Hair's firm and other law firms for a new General Counsel by January 1, 2010, seconded by Director Williams, passed 7/0/0.

e. Appointment of Secretary, Treasurer and Auditor-Controller

Director Williams moved to appoint General Manager, Kate Rees, as Secretary, Treasurer and Auditor-Controller for FY 2009-2010, seconded by Director Abel, passed 7/0/0.

f. Appointment of Assistant Secretary

Director Williams moved to appoint Administrative Manager, Janet Gingras, as Assistant Secretary for FY 2009-2010, seconded by Director Abel, passed 7/0/0.

7. Proposed Annual Resolutions

- a. Resolution No. 487 Adopting and Annual Statement of investment Policy
- b. Resolution No. 488 Establishing a Supplemental Account Agreement for Telephone Transfers
- c. Resolution No. 489 Authorizing Signatories for Revolving Fund Account at Santa Barbara Bank and Trust
- d. Resolution No. 490 Authorizing Investment of Monies in the Local Agency Investment Fund

- e. Resolution No. 491 Establishing a Check Signing policy for General Fund Account for Payment of claims
- f. Resolution no. 492 Authorizing Signatories for General Fund Account at Santa Barbara Bank & Trust
- g. Resolution No. 493 Establishing a Check Signing Policy for Cachuma Project Trust Fund and Master Contract Renewal Fund Accounts for Payment of Claims
- h. Resolution no. 494 Authorizing Signatories for Trust Fund and Renewal Fund Accounts at Santa Barbara Bank and Trust
- i. Resolution no. 495 Establishing Time and Place for Board Meetings

Director Abel moved to approve Resolutions No. 487 through 495, seconded by Director Williams, a roll call vote was taken, passed 7/0/0.

8. Appointment of Outside Auditor to Prepare Financial Statements for the Fiscal Year Ending June 30, 2009 and the independent Auditor's Report

Director Williams moved to engage Bartlett Pringle Wolf, LLP to perform the Fiscal Year Ending 6/30/2009 audits for both COMB and CCRB, seconded by Director Lieberknecht, passed 7/0/0.

9. Reports From the Manager

a. Cachuma Water Reports

The water reports prepared by Janet Gingras were included in the Board packet.

b. Operations Report

The Operations Report was included in the board packet.

c. COMB Operating Committee Meeting, July 1, 2009

The agenda and minutes of the July 1, 2009 meeting were included in the board packet, Ms. Rees had nothing further to add.

d. Quagga Mussel Inspection Report – County of Santa Barbara

Included in the board packet was the June quagga mussel survey from the County of Santa Barbara.

e. 2008 Surcharge Accounting

In order to meet target flows established by the Cachuma Biological Opinion, Ms. Rees reported that 1,022 AF have been provided from project yield for the month of June. Target flows must continue to be met at the Alisal Bridge until October 1, 2009, at which time they will be reduced to meet target flows at the Highway 154 bridge only.

f. Cachuma Reservoir Current Conditions

Date 07/27/2009

Lake Elevation	738.00 feet
Storage	153,293 acre feet
Rain (for the month to date)	0.00 inches

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Rain YTD (for the season to date)	7.54 inches
Fish Release-Hilton/Outlet Works	24 acre feet per day
Month to Date Fish Release	1101.4 acre feet
Month to Date Spill	0 acre feet
Year to Date Spill	0 acre feet

- g. **City of Santa Barbara TV Inside Santa Barbara CCRB/COMB Overview**
Ms. Rees had nothing more to add beyond what she reported during the CCRB meeting.

10. COMB Capital Improvement Program

a. CIP Bond

1) Revised Schedule

Included in the board packet was a revised schedule of the approvals that need to take place at the Member Unit Board meetings for the COMB bond.

2) Letter from CVWD Requesting Acceptance of Proposed Cost Distribution Methodology for Bond Debt Service Repayment

Ms. Rees reported that she had received a letter from Charles Hamilton, General Manager CVWD, stating that the CVWD Board is unanimously opposed to approving COMB bond issue documents that commit CVWD to the current cost sharing methodology based on the 1950's Project yield percentages. Mr. Hamilton enclosed a proposed a cost share methodology with his letter, which was also included in the board packet. The COMB Board discussed this issue at the June 22, 2009 Board meeting, and it was apparent the other COMB Directors were unwilling to evaluate a different cost share methodology for repayment of the bond in isolation. However, they were willing to carry out a full cost benefit analysis that addressed all of the issues affecting the distribution of cost to COMB Member Units.

3) Recommendation to Carry Out Cachuma Project Cost of Services/Cost Benefit Analysis

Staff recommended that a scope of work be developed with input from all Member Unit General Managers, and that the Board hire AECOM to carry out a comprehensive Cost of Service/Cost Benefit Analysis for all Cachuma Project facilities, for a not-to-exceed amount of \$80,000.

Director Abel moved to develop a scope of work with input from all of the Cachuma Member General Managers, and to interview two additional consultants in addition to AECOM to carry out a comprehensive Cost of Service/Cost Benefit Analysis for all Cachuma Project facilities, for a not to exceed amount of \$80,000, and to authorize the Cost of Service/Cost Benefit Analysis to begin immediately after the COMB Capital Improvement Program Bond had been issued, with a goal of completing the analysis in one year, seconded by Director Williams, passed 6/0/1, Director Bettencourt abstained.

4) Status of Indemnification Agreement with ID No. 1

Director Hanson asked if Counsel Hair had been able to work with GWD's Counsel concerning the suggested changes GWD had made to the Indemnification Agreement at the June 22, 2009 Board meeting. Language changes were proposed to address how funding for the COMB office would be handled among the Member Units. The Board asked that any suggested changes be submitted to Bill Hair who will rewrite the draft agreement and distribute it to COMB and Member Units staff for consideration.

b. SCC/Upper Reach Reliability Project

1) Prequalified Contractors

A list of the top five rated prequalified contractors that were selected to submit bids for the Upper Reliability Project was included in the board packet. After a lengthy discussion, the Board decided to extend the bid invitation to all prequalified contractors in order to get the most competitive bids and most qualified contractor for construction of the 2nd Pipeline Project.

Director Lieberknecht moved to extend the bid invitation for construction of the Upper Reach Reliability Project to the entire prequalified contractor list, there was no second, the motion died.

Director Hanson asked if action could be taken on an agenda item that was identified as a report. Counsel Hair responded that the Board could take action.

Director Lieberknecht again moved to extend the bid invitation for construction of the Upper Reach Reliability Project to the entire prequalified contractor list, as the intent of the Board was to receive *at least* five qualified contractors for the bidding process, seconded by Director Abel, passed 7/0/0.

2) Project Status Report

A status report was included in the board packet for the Upper Reach Reliability Project.

c. Mission Creek Pipeline and Fish Passage Project

1) Project Status Report

A status report for the Mission Creek Pipeline and Fish Passage Project was included in the board packet.

d. SCC Laterals Rehabilitation Project

Ms. Rees reported that a scope of work would be developed in the near future to carry out a feasibility and reliability study for the purpose of identifying the options for rehabilitation of the laterals in that section of the SCC from Ortega Reservoir to Carpinteria Reservoir.

e. COMB Office Building Project

Ms. Rees reported that the architect is looking into cost estimates based on the conceptual drawings for the office building project. Director Hanson requested an opportunity to discuss her comments on the conceptual drawings at a future meeting.

11. Proposition 50 and Proposition 84 Activities

Ms. Rees reported that the Prop 50 grant funding has been released by the State of California, and that the Prop 50 participants are starting to get some reimbursements for expenditures on their Prop 50 projects.

She also reported that the MOU for Prop 84 will need to be revised to be more inclusive of other non-public agency stakeholders. The Region Acceptance Process (RAP) is progressing and Ms. Rees was part of the Santa Barbara team for an in person interview with Department of Water Resources. She reported that the interview went well, and it appears that Santa Barbara County will be accepted as a region. This is a requirement to be eligible for grant funding from Prop 84.

Director Bettencourt requested a point of order. He stated that the COMB Board had a special meeting that included a discussion in closed session regarding a COMB employee, and that a modification to the employee's duties and salary had occurred but was not reported out of closed session.

Counsel Hair acknowledged the oversight and reported out of closed session for the June 29, 2009 COMB Special Board meeting that the Board did discuss and make an interim appointment to the Operations Foreman and established his compensation.

12. Directors' Request for Agenda Items for Next Meeting

Director Abel requested the appointment of an ad hoc legal search committee. She also requested that discussion continue regarding suggestions presented by MWD and ID#1 for engineering construction oversight for the El Jaro Cross Creek Fish Passage Project. ID#1 suggested utilizing County abilities and Montecito suggested forming a sub-committee of General Managers to review in advance engineering and construction project oversight.

Director Hanson requested a discussion on the existing conceptual design for the new COMB office building.

13. Meeting Schedule

The next regular Board meeting will be held August 31, 2009 following the 2:15 p.m. CCRB regular Board meeting, at the COMB office.

The Agendas and Board Packets are available on the COMB website, www.cachuma-board.org

14. COMB Adjournment

There being no further business, the meeting was adjourned at 6:45 p.m.

Respectfully submitted,

Kate Rees, Secretary of the Board

APPROVED:

Das Williams, President

Approved _____

Unapproved _____ ✓

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**MINUTES OF A SPECIAL MEETING
of the
CACHUMA OPERATION & MAINTENANCE BOARD
held at the**

Cachuma Operation & Maintenance Board Office
3301 Laurel Canyon Road, Santa Barbara, CA
Monday, June 29, 2009

1. Call to Order, Roll Call

The meeting was called to order at 12:32 p.m. by President Williams, who chaired the meeting. Those in attendance were:

Directors present:

Das Williams	City of Santa Barbara
Lee Bettencourt	SYR Water Conservation Dist., ID#1
Lauren Hanson	Goleta Water District
Jan Abel	Montecito Water District
Robert Lieberknecht	Carpinteria Valley Water District

Others present:

Kate Rees	William Hair (via phone)
Janet Gingras	Tom Mosby
Chris Dahlstrom	Tim Robinson
Adelle Capponi	

2. Public Comment

There were no comments from the public.

3. CLOSED SESSION: Conference with Counsel pursuant to Government Code Section 54956.9 (b) (B) concerning the risk of Litigation due to the possible failure to award a contract to the apparent low bidder. One matter.

The Board went into closed session at 12:35 p.m. There was nothing to report out of closed session.

4. CLOSED SESSION: To discuss personnel matters pursuant to Government Code Section 54957 (b) (1). Two matters.

The Board came out of closed session at 1:45 p.m. There was nothing to report out of closed session.

5. COMB Adjournment

There being no further business, the meeting was adjourned at 1:47 p.m.

Respectfully submitted,

Kate Rees, Secretary of the Board

APPROVED:

Das Williams, President

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Approved _____

Unapproved _____ ✓

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**MINUTES OF A SPECIAL MEETING
TELECONFERENCE
of the
CACHUMA OPERATION & MAINTENANCE BOARD
held at the
Cachuma Operation & Maintenance Board Office
3301 Laurel Canyon Road, Santa Barbara, CA
Monday, August 3, 2009**

1. Call to Order, Roll Call

The meeting was called to order at 10:00 a.m. by President Williams, who chaired the meeting till 10:45 a.m.; Vice-President Lieberknecht chaired the remainder of the meeting. Those in attendance were:

Directors present: (Via Phone)

Das Williams	City of Santa Barbara
Lee Bettencourt	SYR Water Conservation Dist., ID#1
Lauren Hanson	Goleta Water District
Jan Abel	Montecito Water District
Robert Lieberknecht	Carpinteria Valley Water District

Others present (Via Phone)

Kate Rees	William Hair
Janet Gingras	Tom Mosby
Chris Dahlstrom	Chip Wullbrandt
Fran Farina	Bill Ferguson
Eric Ford	Rebecca Bjork

2. Public Comment

There were no comments from the public.

3. COMB CIP Bond Issues

a. Indemnification Agreement

After review of the ID#1 Indemnification Agreement by the South Coast Member Units, several issues had developed. They thought that language should be added to the Agreement indicating that ID #1 should have some obligation to pay for a portion of the new building. The original intent of the COMB Board was that the office building would be included as a priority project to be funded by the bond with the understanding the South Coast Member Units were entirely responsible

for repayment of the bond. However, it was also anticipated that a separate agreement would later be negotiated with ID#1 for them to pay some portion of the new building because it would also be of benefit to ID#1. The South Coast Member Units were of the opinion that it would be unfair for ID #1 to have no financial obligation for a new COMB office building. Director Hanson and Ms. Farina requested that a separate side agreement be negotiated with ID #1 prior to the bond being approved. Ms. Rees thought negotiation of a separate cost sharing agreement with ID #1 would take a long time to negotiate, and was not supportive of that occurring prior to the bond being issued.

Director Hanson suggested changes to the 6/12/09 Draft Indemnification Agreement to address these concerns.

Director Bettencourt stated that ID#1 had reviewed the 6/12/09 Draft Indemnification Agreement, and had some minor changes and corrections.

Ms. Farina, GWD General Counsel, stated that there were some inconsistencies in the Agreement clauses, and provided them to the Board.

COMB Counsel Bill Hair requested that all suggested changes or corrections to the 6/12/09 Draft Indemnification Agreement be emailed to him, and he would incorporate the proposed changes in a red-lined version of the 6/12/2009 Draft Agreement and distribute to all parties. The revised Draft Agreement would then need to be considered and approved by the individual Member Unit Boards.

The bond schedule was adjusted to allow time for all to review and comment on the revised Draft Agreement. Mr. Bettencourt said that ID #1 will consider the revised Indemnification Agreement and approval of the COMB bond at ID#1's August 18th meeting. The CVWD Board will consider full approval of its legal Joint Participation Agreement and the Indemnification Agreement at its August 26th meeting. GWD will consider full approval of the bond documents on September 8th. MWD and the City of Santa Barbara will consider full approval of the bond documents on September 15th, and the COMB Board will consider approval of its legal documents to issue the bond on September 28th. Janet Gingras will email the new bond schedule to all Member Units.

b. Reassessment of Priority Projects

Director Williams was not in favor of removing the new COMB office building from the bond project list. Director Hanson also stated that it was not the intention of Goleta Water District to remove the office building from the project list as long as the indemnification agreement language could be worked out.

Director Bettencourt referred to language in the bond documents that would allow for substitution of projects, and reported that ID #1 might like to request that the COMB Board consider adding a \$4 million ID#1 project to the bond projects for

which they would be responsible to repay. Mr. Bettencourt said ID#1 would provide an indemnification agreement to COMB and the South Coast Agencies.

Ms. Rees questioned if it was permissible to add a project specifically for ID#1, as this was a COMB bond for Cachuma Project capital improvements – not individual Member Unit projects. The south coast member units were all reluctant to add an ID#1 project this late in the process, but suggested asking COMB's bond counsel if this would be possible. It was agreed that Chris Dahlstrom would join Janet Gingras and Kate Rees on a conference call with bond counsel Doug Brown to determine if it was possible to add a \$4 million ID#1 project to the bond issue for COMB.

4. COMB Adjournment

There being no further business, the meeting was adjourned at 11:15 a.m.

Respectfully submitted,

Kate Rees, Secretary of the Board

APPROVED:

Das Williams, President

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Approved _____

Unapproved _____ ✓

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Balance Sheet
 As of July 31, 2009

	<u>Jul 31, 09</u>
ASSETS	
Current Assets	
Checking/Savings	
1050 · GENERAL FUND	232,895.16
1100 · REVOLVING FUND	23,914.75
TRUST FUNDS	
1210 · WARREN ACT TRUST FUND	88,921.62
1220 · RENEWAL FUND	5,016.37
Total TRUST FUNDS	<u>93,937.99</u>
Total Checking/Savings	350,747.90
Other Current Assets	
1010 · PETTY CASH	400.00
1200 · LAIF	431,991.01
1300 · DUE FROM CCRB	42,075.09
1303 · Bradbury SOD Act Assmnts Rec	59,192.00
1304 · Lauro Dam SOD Assesmnt Rec	10,213.00
1305 · ACCRUED INTEREST RECEIVAB...	2,316.38
1400 · PREPAID INSURANCE	13,456.72
1401 · W/C INSURANCE DEPOSIT	6,529.00
Total Other Current Assets	<u>566,173.20</u>
Total Current Assets	916,921.10
Fixed Assets	
1500 · VEHICLES	338,973.52
1505 · OFFICE FURN & EQUIPMENT	219,801.66
1510 · TRAILERS	97,803.34
1515 · FIELD EQUIPMENT	366,549.49
1525 · PAVING	22,350.00
1550 · ACCUMULATED DEPRECIATION	-768,209.21
Total Fixed Assets	<u>277,268.80</u>
Other Assets	
1910 · LT Bradbury SOD Act Assess Rec	5,686,239.07
1920 · LT Lauro SOD Act Assess Rec	971,801.00
Total Other Assets	<u>6,658,040.07</u>
TOTAL ASSETS	<u><u>7,852,229.97</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2200 · ACCOUNTS PAYABLE	101,303.07
Total Accounts Payable	101,303.07
Other Current Liabilities	
2550 · VACATION/SICK	73,628.67
2561 · BRADBURY DAM SOD ACT	59,192.30
2563 · LAURO DAM SOD ACT	10,213.00
2590 · DEFERRED REVENUE	93,937.99
Payroll-DepPrm Admin	50.00
Payroll-CCRB DepPrm	4.62
Payroll-DepPrm Ops	4.62
Total Other Current Liabilities	<u>237,031.20</u>
Total Current Liabilities	338,334.27
Long Term Liabilities	
2602 · LT SOD Act Liability-Bradbury	5,686,239.07
2603 · LT SOD Act Liability - Lauro	971,801.00
Total Long Term Liabilities	<u>6,658,040.07</u>

8:09 AM
08/25/09
Accrual Basis

comb2
Balance Sheet
As of July 31, 2009

	<u>Jul 31, 09</u>
Total Liabilities	6,996,374.34
Equity	
3000 · Opening Bal Equity	0.95
3901 · Retained Earnings	1,013,062.66
Net Income	<u>-157,207.98</u>
Total Equity	<u>855,855.63</u>
TOTAL LIABILITIES & EQUITY	<u><u>7,852,229.97</u></u>

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Profit & Loss Budget vs. Actual
July 2009

	Jul 09	Budget	\$ Over Budget	% of Budget
Income				
3000 REVENUE				
3010 · Interest Income	2,348.00			
Total 3000 REVENUE	2,348.00			
Total Income	2,348.00			
Gross Profit	2,348.00			
Expense				
3100 LABOR				
3101-H · Holiday Leave	1,433.18			
3101-S · Sick Leave	1,026.92			
3101-V · Vacation Leave	141.07			
3102 · Meter Reading	758.23			
3103 · SCC Ops	25,747.47			
3104 · Veh & Equip Mtce	125.70			
3105 · SCADA	510.28			
3106 · Rodent Bait	499.43			
3110 · LAURO				
Total 3110-1 · YARD	633.59			
Total 3110-2 · CONTROL STATION	29.20			
Total 3110-3 · RESERVOIR	192.37			
Total 3110 · LAURO	855.16			
3111 · OFFICE				
Total 3111-1 · CREW OFFICE	125.70			
Total 3111 · OFFICE	125.70			
3113 · ORTEGA				
Total 3113-1 · CONTROL STATION	219.98			
Total 3113-2 · RESERVOIR	71.95			
Total 3113 · ORTEGA	291.93			
3115 · CARPINTERIA				
Total 3115-1 · CONTROL STATION	460.87			

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Profit & Loss Budget vs. Actual
July 2009

	Jul 09	Budget	\$ Over Budget	% of Budget
Total 3115-2 · RESERVOIR	123.48			
Total 3115 · CARPINTERIA	584.35			
3116 · GOLETA REACH				
Total 3116-1 · STRUCTURES	256.59			
Total 3116-2 · LATERAL METERS	32.92			
Total 3116 · GOLETA REACH	289.51			
3117 · CARPINTERIA REACH				
Total 3117-2 · LATERAL METERS	65.84			
Total 3117 · CARPINTERIA REACH	65.84			
3150 · Health & Workers Comp	16,685.97			
3155 · PERS	5,105.68			
3160 · Payroll Comp FICA Ops	2,232.35			
3165 · Payroll Comp MCARE Ops	522.08			
3100 LABOR - Other	0.00			
Total 3100 LABOR	57,000.85	886,401.00	-886,401.00	0.0%
3200 VEH & EQUIPMENT		886,401.00	-829,400.15	6.43%
3201 · Vehicle/Equip Mtce	1,159.66	40,000.00	-38,840.34	2.9%
3202 · Fixed Capital	1,251.19	40,000.00	-38,748.81	3.13%
3203 · Equipment Rental	40.37	5,000.00	-4,959.63	0.81%
3204 · Miscellaneous	359.10	15,000.00	-14,640.90	2.39%
Total 3200 VEH & EQUIPMENT	2,810.32	100,000.00	-97,189.68	2.81%
3300 · CONTRACT LABOR				
3301 · Conduit, Meter, Valve & Misc	1,301.94	12,000.00	-10,698.06	10.85%
3302 · Buildings & Roads	-1,215.28	16,000.00	-17,215.28	-7.6%
3303 · Reservoirs	1,040.00	52,000.00	-50,960.00	2.0%
3304 · Engineering, Misc Services	0.00	20,000.00	-20,000.00	0.0%
Total 3300 · CONTRACT LABOR	1,126.66	100,000.00	-98,873.34	1.13%
3400 · MATERIALS & SUPPLIES				
3401 · Conduit, Meter, Valve & Misc	0.00	25,000.00	-25,000.00	0.0%
3402 · Buildings & Roads	464.20	25,000.00	-24,535.80	1.86%
3403 · Reservoirs	135.34	10,000.00	-9,864.66	1.35%
Total 3400 · MATERIALS & SUPPLIES	599.54	60,000.00	-59,400.46	1.0%

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comb2
Profit & Loss Budget vs. Actual
July 2009

	Jul 09	Budget	\$ Over Budget	% of Budget
3500 · OTHER EXPENSES				
3501 · Utilities	295.16	6,500.00	-6,204.84	4.54%
3502 · Uniforms	206.49	6,500.00	-6,293.51	3.18%
3503 · Communications	1,422.41	20,000.00	-18,577.59	7.11%
3504 · USA & Other Services	242.58	4,000.00	-3,757.42	6.07%
3505 · Miscellaneous	957.31	8,000.00	-7,042.69	11.97%
3506 · Training	0.00	8,000.00	-8,000.00	0.0%
Total 3500 · OTHER EXPENSES	3,123.95	53,000.00	-49,876.05	5.89%
4999 · GENERAL & ADMINISTRATIVE				
5000 · Director Fees				
5001 · Director Mileage	67.81			
5000 · Director Fees - Other	640.00			
Total 5000 · Director Fees	707.81	12,000.00	-11,360.00	5.33%
5100 · Legal	9,877.50	63,000.00	-53,122.50	15.68%
5101-1 · Audit	0.00	12,000.00	-12,000.00	0.0%
5150 · Unemployment Tax	0.00	7,567.00	-7,567.00	0.0%
5200 · Liability Insurance	31,629.00	40,000.00	-8,371.00	79.07%
5201 · Health & Workers Comp	9,603.14	72,310.00	-62,706.86	13.28%
5250 · PERS	3,005.04	39,760.00	-36,754.96	7.56%
5260 · Company FICA Admin	1,185.98	17,581.00	-16,395.02	6.75%
5265 · Company MCARE Admin	277.36	1,739.00	-1,461.64	15.95%
5300 · Manager Salary	5,461.52	73,000.00	-67,538.48	7.48%
5301 · Administrative Manager	7,399.84	96,198.00	-88,798.16	7.69%
5306 · Administrative Assistant	4,570.88	59,421.00	-54,850.12	7.69%
5310 · Postage/Office Exp	939.43	9,000.00	-8,060.57	10.44%
5311 · Office Equip/Leases	789.05	6,200.00	-5,410.95	12.73%
5312 · Misc Admin Expenses	251.48	12,000.00	-11,748.52	2.1%
5313 · Communications	400.17	6,000.00	-5,599.83	6.67%
5314 · Utilities	754.78	6,000.00	-5,245.22	12.58%
5315 · Membership Dues	374.00	6,050.00	-5,676.00	6.18%
5316 · Admin Fixed Assets	0.00	5,000.00	-5,000.00	0.0%
5318 · Computer Consultant	1,853.12	10,000.00	-8,146.88	18.53%
5325 · Emp Training/Subscriptions	0.00	4,500.00	-4,500.00	0.0%
5330 · Admin Travel/Conferences	0.00	5,000.00	-5,000.00	0.0%

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comb2
Profit & Loss Budget vs. Actual
July 2009

	Jul 09	Budget	\$ Over Budget	% of Budget
5331 · Public Information	217.41	6,000.00	-5,782.59	3.62%
5332 · Transportation	17.00	1,000.00	-983.00	1.7%
Total 4999 · GENERAL & ADMINISTRATIVE	79,314.51	571,326.00	-492,011.49	13.88%
5510 · Integrated Reg. Water Mgt Plan	0.00	70,000.00	-70,000.00	0.0%
6000 · SPECIAL PROJECTS				
6062 · SCADA	0.00	50,000.00	-50,000.00	0.0%
6090-1 · COMB Bldg/Grounds Repair	2,136.25	50,000.00	-47,863.75	4.27%
6092 · SCC Improv Plan & Design	11,771.44	175,000.00	-163,228.56	6.73%
6096 · SCC Structure Rehabilitation	776.44	100,000.00	-99,223.56	0.78%
6097 · GIS and Mapping	896.01	50,000.00	-49,103.99	1.79%
Total 6000 · SPECIAL PROJECTS	15,580.14	425,000.00	-409,419.86	3.67%
6999 · Uncategorized Expense	0.00	1,100,000.00	-1,100,000.00	0.0%
PAYROLL				
Gross	0.00			
Gross-CCRB	0.01			
Total PAYROLL	0.01			
Total Expense	159,555.98	3,365,727.00	-3,206,171.02	4.74%
Net Income	-157,207.98	-3,365,727.00	3,208,519.02	4.67%

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

www.treasurer.ca.gov/pmia-laif
August 06, 2009

CACHUMA OPERATION AND MAINTENANCE BOARD

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

PMIA Average Monthly Yields

Transactions

Tran Type Definitions

July 2009 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
7/15/2009	7/14/2009	QRD	1231840	SYSTEM	2,316.38

Account Summary

Total Deposit:	2,316.38	Beginning Balance:	429,674.63
Total Withdrawal:	0.00	Ending Balance:	431,991.01

MEMO TO: Board of Directors
Cachuma Operation & Maintenance Board

FROM: Kathleen Rees, Secretary

SUBJECT: COMB INVESTMENT POLICY

The above statement of investment activity for the month of July, 2009, 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.

Kathleen Rees
Secretary

ITEM # 46
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**SANTA BARBARA
BANK & TRUST**

P.O. Box 60839, S.B., CA, 93160-0839

5728
Cachuma Operation & Maintenance Board
Master Contract Renewal Fund
3301 Laurel Canyon Rd
Santa Barbara CA 93105-2017

Banking Statement

Statement Period: 07/01/2009 to 07/31/2009

Customer Number: Page 1

Customer Service Representative
(888) 400-SBBT (400-7228)

BANKLINE-24-HOUR AUTOMATED INFORMATION
(800) 287-SBBT (287-7228)

www.sbbt.com

FDIC Insurance Updates

- The temporary standard FDIC insurance coverage limit of \$250,000 per owner has been extended through 2013. On 01/01/14, the standard coverage limit will return to \$100,000.
- In addition to non-interest bearing accounts, the Temporary Liquidity Guarantee Program ("Program") includes the following low interest rate accounts at Pacific Capital Bank, N.A.; Direct Deposit Interest Checking, 50+ Interest Checking, Relationship Interest Checking, Business Interest Checking, Non-Profit Interest Checking, and Public Interest Checking. PCB has committed to keep the rate on these accounts at or below 0.50% for the Program duration, making them all eligible for unlimited FDIC insurance coverage through 12/31/09.

Business Money Market

Checking Summary

Cachuma Operation & Maintenance Board

Master Contract Renewal Fund

Account Number

102335072

Interest Paid YTD

3.55

Deposit Account Recap

Beginning Balance as of

July 1, 2009

8/10/09 5,004.41 ✓

2 Deposits (Plus)

11.96

Ending Balance as of

July 31, 2009

5,016.37 ✓

Interest Paid

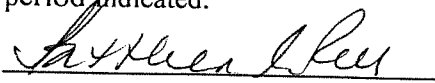
1.96

MEMO TO: Board of Directors
Cachuma Operation & Maintenance Board

FROM: Kathleen Rees, Secretary

SUBJECT: COMB INVESTMENT POLICY

The above statement of investment activity for the month of July, 2009, 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 Santa Barbara Bank & Trust investments of this agency for the period indicated.


Secretary

ITEM # 46
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**SANTA BARBARA
BANK & TRUST**

P.O. Box 60839, S.B., CA, 93160-0839

5729
Cachuma Operation & Maintenance Board
Cachuma Project Trust Fund
3301 Laurel Canyon Rd
Santa Barbara CA 93105-2017

Banking Statement

Statement Period: 07/01/2009 to 07/31/2009
Customer Number: Page 1

Customer Service Representative
(888) 400-SBBT (400-7228)

BANKLINE-24-HOUR AUTOMATED INFORMATION
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Public Capital Tiered MMDA

Checking Summary	
Cachuma Operation & Maintenance Board	
Cachuma Project Trust Fund	
Account Number	102335080
Interest Paid YTD	590.42
Deposit Account Recap	
Beginning Balance as of	
July 1, 2009	184,493.95 ✓
2 Deposits (Plus)	64,913.67
1 Withdrawals (Minus)	160,486.00
Ending Balance as of	
July 31, 2009	88,921.62 ✓
Interest Paid	112.67

MEMO TO: Board of Directors
Cachuma Operation & Maintenance Board

FROM: Kathleen Rees, Secretary

SUBJECT: COMB INVESTMENT POLICY

The above statement of investment activity for the month of July, 2009, 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 Santa Barbara Bank & Trust investments of this agency for the period indicated.

Secretary

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10:21 AM
 08/04/09
 Accrual Basis

comb2
Payment of Claims
 As of July 31, 2009

Date	Num	Name	Memo	Split	Amount
1050 · GENERAL FUND					
7/1/2009	18180	ACWA Health Benefits Au...	7/1/09-8/1/09 coverage	2200 · ACC...	-12,009.94
7/1/2009	18181	ACWA Health Benefits Au...	Jul EAP	2200 · ACC...	-46.02
7/1/2009	18182	S & S Seeds	35% Dep-collect, clean, store nati...	2200 · ACC...	-13,515.64
7/1/2009	18183	Historic Santa Barbara	Historic SB-An Illustrated History	2200 · ACC...	-442.06
7/6/2009	18184	COMB-Petty Cash	Replenish petty cash	2200 · ACC...	-283.56
7/6/2009	18185	COMB - Revolving Fund	Jul 10 & 24 payroll/taxes	2200 · ACC...	-97,257.32
7/6/2009	18186	Acorn Landscape Manage...		2200 · ACC...	-1,293.17
7/6/2009	18187	AECOM USA Inc.		2200 · ACC...	-29,904.02
7/6/2009	18188	Aqua-Flo Supply	Marking flags-2nd barrel	2200 · ACC...	-160.95
7/6/2009	18189	AT&T	Jun statement	2200 · ACC...	-373.96
7/6/2009	18190	Bedrock Building Supplies	Cement mix/nails/shovels	2200 · ACC...	-200.10
7/6/2009	18191	Big Brand Tire Company	Tire/balance-Silverado (CCRB)	2200 · ACC...	-233.19
7/6/2009	18192	CIO Solutions, Inc.	Support	2200 · ACC...	-875.00
7/6/2009	18193	Coastal Copy, LP		2200 · ACC...	-491.20
7/6/2009	18194	County News Clipping Ser...	News clipping service 7/09-6/10	2200 · ACC...	-748.00
7/6/2009	18195	Culligan Water	RO system Jul	2200 · ACC...	-24.95
7/6/2009	18196	Das Williams	Jun mtg fees	2200 · ACC...	-265.12
7/6/2009	18197	Draganchuk Alarm Systems	Alarm monitoring Jul- Sep 09	2200 · ACC...	-82.50
7/6/2009	18198	ECHO Communications	Answering service	2200 · ACC...	-73.68
7/6/2009	18199	Famcon Pipe & Supply		2200 · ACC...	-2,970.33
7/6/2009	18200	Federal Express	Mailings	2200 · ACC...	-51.00
7/6/2009	18201	Flowers & Associates, Inc.	Apr-May SCC Upper Reach 2nd B...	2200 · ACC...	-453.75
7/6/2009	18202	GE Capital	Copier lease Billing ID#90133933...	2200 · ACC...	-499.16
7/6/2009	18203	Graybar Electric Company...	Tube & conduits/cable ties	2200 · ACC...	-41.66
7/6/2009	18204	Home Depot Credit Services		2200 · ACC...	-549.85
7/6/2009	18205	Idris Hepp Painting	Carp painting PO#08-09-26	2200 · ACC...	-3,950.00
7/6/2009	18206	Jan Abel	Jun mtg fees	2200 · ACC...	-278.00
7/6/2009	18207	Lauren W. Hanson	Jun mtg fees	2200 · ACC...	-267.00
7/6/2009	18208	Lee F. Bettencourt	Jun mtg fees	2200 · ACC...	-318.38
7/6/2009	18209	McMaster-Carr Supply Co.	Blind rivet PO#8898	2200 · ACC...	-31.93
7/6/2009	18210	Nextel Communications	Cellular	2200 · ACC...	-700.05
7/6/2009	18211	Paychex, Inc.	6/12, 26 payrolls/taxes	2200 · ACC...	-254.90
7/6/2009	18212	PG&E		2200 · ACC...	-154.63
7/6/2009	18213	Pitney Bowes Global Fina...	Equip lease-postage 7/10-10/10/09	2200 · ACC...	-446.97
7/6/2009	18214	Praxair Distribution, Inc	Cylinder rental	2200 · ACC...	-41.71
7/6/2009	18215	Prudential Overall Supply		2200 · ACC...	-371.36
7/6/2009	18216	Republic Elevator Co.	Scheduled mtce	2200 · ACC...	-247.26
7/6/2009	18217	Reserve Account	Postage refill	2200 · ACC...	-400.00
7/6/2009	18218	Robert Lieberknecht	Jun mtg fees	2200 · ACC...	-287.12
7/6/2009	18219	Santa Barbara Tire Servic...	Flat repair-CCRB	2200 · ACC...	-25.00
7/6/2009	18220	Science Applications Inter...	SCC/Goleta Reach Env Consultin...	2200 · ACC...	-19,836.27
7/6/2009	18221	Specialty Tool, LTD	Rivets-GATO window repair	2200 · ACC...	-9.79
7/6/2009	18222	Staples Credit Plan	Office supplies	2200 · ACC...	-715.81
7/6/2009	18223	State Compensation Insur...	Payroll Report Jun 09	2200 · ACC...	-4,929.44
7/6/2009	18224	Titan Industrial & Safety S...	Sensor cartridges/calibration PO#...	2200 · ACC...	-3,273.38
7/6/2009	18225	Underground Service Alert...		2200 · ACC...	-167.00
7/6/2009	18226	UPS	Shipping	2200 · ACC...	-73.31
7/6/2009	18227	Verizon Wireless	Cellular	2200 · ACC...	-179.26
7/6/2009	18228	CIO Solutions, Inc.	Assist IT agrmt Jul	2200 · ACC...	-285.00
7/6/2009	18229	City of Santa-Barbara	Refuse/recycle 5/28-6/30/09	2200 · ACC...	-167.00
7/6/2009	18230	Cushman Contracting Corp.	Blowoff repair Hwy 192 PO#08-09...	2200 · ACC...	-8,790.97
7/6/2009	18231	Fence Factory		2200 · ACC...	-17,250.00
7/6/2009	18232	Santa Barbara Glass Com...	Door mechanism PO#8906	2200 · ACC...	-207.49
7/6/2009	18233	Science Applications Inter...		2200 · ACC...	-4,407.99
7/6/2009	18234	Southern California Edison	Main ofc/outlying stations	2200 · ACC...	-1,355.77
7/8/2009	18235	Barbara Brown	2nd Barrel-Request for Funds Dis...	2200 · ACC...	-15,800.00
7/8/2009	18236	Kitson Landscape Manage...	Glen Anne pipeline-weed abatem...	2200 · ACC...	-7,442.84
7/8/2009	18237	Network Solutions	12 Domain names renewal-1 year	2200 · ACC...	-419.88
7/8/2009	18238	SB Home Improvement C...	Pails/brushes	2200 · ACC...	-61.61
7/8/2009	18239	Science Applications Inter...	SCC/Goleta Reach Env. Consulti...	2200 · ACC...	-3,186.78
7/8/2009	18240	University Exchange Corp...	2nd Barrel-Request for Funds Dis...	2200 · ACC...	-10,000.00

10:21 AM
 08/04/09
 Accrual Basis

comb2
Payment of Claims
 As of July 31, 2009

Date	Num	Name	Memo	Split	Amount
7/8/2009	18241	Verizon California	Carp	2200 · ACC...	-38.00
7/8/2009	18242	WFCB-OSH Commercial ...		2200 · ACC...	-270.81
7/20/2009	18243	Susannah Pitman	Reimb-Hotel/meals-ESRI conf-Jul...	2200 · ACC...	-660.95
7/20/2009	18244	ACWA Health Benefits Au...	8/1/09-9/1/09 coverage	2200 · ACC...	-11,779.22
7/20/2009	18245	AECOM USA Inc.		2200 · ACC...	-32,174.03
7/20/2009	18246	CIO Solutions, Inc.		2200 · ACC...	-1,146.25
7/20/2009	18247	City of Santa Barbara-Cen...	Gloves/ear plugs	2200 · ACC...	-91.00
7/20/2009	18248	County of Santa--Barbara		2200 · ACC...	-133.04
7/20/2009	18249	County of Santa Barbara	Hazmat waste disposal	2200 · ACC...	-160.08
7/20/2009	18250	Crocker Refrigeration Hea...	Service call-AC unit- Mobile I	2200 · ACC...	-504.29
7/20/2009	18251	Dell Marketing L.P.		2200 · ACC...	-1,887.81
7/20/2009	18252	Federal Express	Mailings	2200 · ACC...	-59.36
7/20/2009	18253	Fleet Services	Fuel	2200 · ACC...	-1,266.79
7/20/2009	18254	Hydrex Pest Control Co.		2200 · ACC...	-565.00
7/20/2009	18255	J&C Services		2200 · ACC...	-500.00
7/20/2009	18256	MarBorg Industries		2200 · ACC...	-328.62
7/20/2009	18257	Nordman, Cormany, Hair ...		2200 · ACC...	-13,342.50
7/20/2009	18258	Peikert Group Architects	Design/planning/present drawings...	2200 · ACC...	-7,966.25
7/20/2009	18259	Rauch Communication Co...	Website work thru 6/30/09	2200 · ACC...	-234.00
7/20/2009	18260	Santa Barbara Signs & Gr...	COMB decals	2200 · ACC...	-460.83
7/20/2009	18261	Southern California Edison		2200 · ACC...	-51.16
7/20/2009	18262	Southwest Services	Calibrate GW high/low/GATO/She...	2200 · ACC...	-716.96
7/20/2009	18263	Verizon California		2200 · ACC...	-956.23
7/21/2009	18264	The Gas Company	Main ofc	2200 · ACC...	-1.83
7/21/2009	18265	Tierra Contracting, Inc.	Work on blowoffs-La Josa Rd/Me...	2200 · ACC...	-6,514.07
7/28/2009	18266	ACWA Health Benefits Au...	Aug EAP	2200 · ACC...	-46.02
7/28/2009	18267	Coastal Copy, LP	Lease/mtce agmt KM-C4035 6/9-...	2200 · ACC...	-166.38
7/28/2009	18268	Cox Communications	Business internet 7/18-8/17/09	2200 · ACC...	-162.00
7/28/2009	18269	Home Depot Credit Services	Gift certificate-FB-15 yr	2200 · ACC...	-75.00
7/28/2009	18270	J. Jill	Gift certificate-AC-15 yr	2200 · ACC...	-75.00
Total 1050 · GENERAL FUND					-351,513.51
TOTAL					-351,513.51

10:22 AM
08/04/09
Accrual Basis

comb2
Payment of Claims-Warren Act Trust Fund
July 2009

Date	Num	Name	Memo	Split	Amount
Jul 09 7/22/2009	5002	Cachuma Conservation Rele...	Funds transfer CCWA de...	-SPLIT-	-160,486.00
Jul 09					<u>-160,486.00</u>

CACHUMA OPERATION AND MAINTENANCE BOARD

MEMORANDUM

DATE: August 31, 2009
TO: DAS WILLIAMS, PRESIDENT OF THE BOARD
FROM: Kate Rees, General Manager
RE: **Committee Appointments for Fiscal Year 2009-2010**

RECOMMENDATION:

It is recommended that the President of the Board make appointments for Fiscal Year 2009-2010 to the following committees: Capital Improvement, Finance, Management and Public Affairs, Operations, and Legal Affairs.

DISCUSSION:

COMB has a number of activities and projects planned for Fiscal Year 2009-2010. It would be of benefit for each of these to be discussed first at the committee level and then to be brought to the Board of Directors with the committee's recommendation for action.

As has been done in previous years, it is proposed that the five committees consist of two board members each. It may be of benefit to also have an alternate appointed to serve on some or all of the committees. The committees meet during the course of the fiscal year, on an as-needed basis, together with COMB staff and Member Unit staff, if necessary.

The proposed Committees with examples of activities or projects are as follows:

1. Capital Improvements Committee - Long term Capital Improvement Plan Projects;
2. Finance Committee – Budget changes for FY 2009-10; Preparation of COMB Budget for FY 2010-11; Cachuma Project Cost Benefit Analysis.
3. Management & Public Affairs - Updating the Employee Handbook; Website maintenance; Publishing newspaper opinion pieces; Newsletters.
4. Operations Committee - SCC operations; SCC Right-of- Way encroachment issues.
5. Legal Affairs - Review, strategy, and policy considerations; Lawsuits, if any, Contractual reorganization issues.

The attached sheet shows the committee appointments made for FY 2008-2009. President Williams will recommend committee appointments at the Board meeting.

Respectfully submitted,



Kate Rees
General Manager

CACHUMA OPERATION & MAINTENANCE BOARD

COMMITTEE APPOINTMENTS

FY 2008-2009

Mid-Year Appointments

COMMITTEE NAME	COMMITTEE MEMBER	COMMITTEE MEMBER	ALTERNATE MEMBER
Capital Improvements	Jan Abel	Das Williams	Lauren Hanson
Finance	Lauren Hanson	Das Williams	Bob Lieberknecht
Management & Public Affairs	Bob Lieberknecht	Matt Loudon	Das Williams
Operations	Bob Lieberknecht	Lauren Hanson	Jan Abel
Legal Affairs	Jan Abel	Das Williams	Matt Loudon

COMMITTEE APPOINTMENTS

FY 2009-2010

COMMITTEE NAME	COMMITTEE MEMBER	COMMITTEE MEMBER	ALTERNATE MEMBER
Capital Improvements			
Finance			
Management & Public Affairs			
Operations			
Legal Affairs			

CACHUMA OPERATION AND MAINTENANCE BOARD

MEMORANDUM

DATE: August 31, 2009
TO: DAS WILLIAMS, PRESIDENT OF THE BOARD
FROM: Kate Rees, General Manager
RE: **Ad Hoc Committees for Fiscal Year 2009-2010**

RECOMMENDATION:

1. That the President of the Board makes appointments to a Legal Search Ad Hoc Committee for COMB General Counsel.
2. That the President of the invite two Cachuma General Managers to serve on an Ad Hoc Committee for review of the 2nd Pipeline Project construction process, and on an as needed basis for future COMB Capital Improvement Projects.

DISCUSSION:

1. Bill Hair, COMB's General Counsel, will be retiring at the end of the year. Nordman, Cormany, Hair and Compton has served COMB very well for many years. However, in addition to Mr. Hair's firm, I would recommend that the Board evaluate other law firms to provide general counsel services to COMB. Director Abel requested that the Board President appoint a legal search ad hoc committee for this purpose.
2. Development and construction of COMB's capital improvement projects are complex and expensive, and are additional to the normal operation and maintenance activities that have historically been carried out by COMB staff. To assist staff with bid preparation, bid review, selection of qualified contractors, and selection of construction oversight engineers for these CIP projects, it would be desirable to form an ad hoc committee to work with staff, as needed, to provide input.

I have discussed this with the other Member Unit Managers, and they favored a two-person ad hoc committee being formed on a project by project basis to provide the requested assistance. The construction contract for the 2nd Pipeline Project is already out for bid, however, input may be needed for selection of the construction contractor, review of any engineering design changes, requested change orders, or other issues that may arise during construction. Therefore, I recommend that the Board President invite two of the General Managers to an ad hoc committee for this project.

Respectfully submitted,



Kate Rees
General Manager

CACHUMA OPERATION AND MAINTENANCE BOARD
METERED USE REPORT FOR JULY 2009

LATERAL/ STATION	NAME	ACRE FEET METERED	LATERAL/ STATION	NAME	ACRE FEET METERED
CARPINTERIA WATER DISTRICT			GOLETA WATER DISTRICT		
Boundary Meter		458.59	18+62	G. WEST #1	0.00
Less 2% system losses		(9.17)	18+62	G. WEST #2	60.00
			78+00	Corona Del Mar FILTER Plant	1,049.94
			122+20	STOW RANCH	1.57
				CAMINO REAL (Bishop)	0.00
				STATE WTR CREDIT	0.00
				Morehart Land (SWP)	0.00
				Raytheon (SWP)	(22.00)
				La Cumbre SWP Transfer	0.00
			TOTAL		1,089.51
			MONTECITO WATER DISTRICT		
			260+79	BARKER PASS	83.27
			386+65	MWD YARD	207.08
			487+07	VALLEY CLUB	24.90
			499+65	E. VALLEY-ROMERO PUMP	187.66
			599+27	TORO CANYON	10.23
			510+95	ORTEGA CONTROL	26.36
			510+95	MWD PUMP (SWD)	26.15
			526+43	ASEGRA RD	0.88
			555+80	CO. YARD	0.00
			583+00	LAMBERT RD	1.26
				STATE WTR CREDIT	0.00
				SWP CRED - CVWD	0.00
			TOTAL		567.79
			CITY OF SANTA BARBARA		
			CATER	INFLOW	2,425.84
			"	SO. FLOW	(1,290.88)
			Gibraltar	PENSTOCK	(469.36)
			Sheffield	SHEF.LIFT	240.38
				STANWOOD MTR TO SCC-credit	0.00
				STATE WTR CREDIT	0.00
				La Cumbre Mutual (SWP) transfer	(112.00)
			TOTAL		793.98
			S. Y. RIVER WTR CON DIST., ID#1		
			COUNTY PARK, ETC		12.40
			TOTAL		12.40
			BREAKDOWN OF DELIVERIES BY TYPE:		
			STATE WTR TO SOUTH COAST		134.00
			BISHOP RANCH DIVERSION		0.00
			METERED DIVERSION		2,913.09
			STATE WTR CRD		
		0.00			
TOTAL		449.42			

CACHUMA OPERATION AND MAINTENANCE BOARD
WATER STORAGE REPORT

MONTH: July 2009

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	347.00 Feet
Water in Storage	87.85 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	546.70 Feet
Water in Storage	543.75 Acre Feet

ORTEGA RESERVOIR

Capacity at 460' elevation:	65 Acre Feet
Capacity at outlet at elevation 440':	0 Acre Feet
Stage of Reservoir Elevation	450.10 Feet
Water in Storage	29.63 Acre Feet

CARPINTERIA RESERVOIR

Capacity at 384' elevation:	45 Acre Feet
Capacity at outlet elevation 362':	0 Acre Feet
Stage of Reservoir Elevation	374.10 Feet
Water in Storage	21.56 Acre Feet

TOTAL STORAGE IN RESERVOIRS

Change in Storage	32.90 Acre Feet
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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	737.7 Feet
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Water in Storage	152,520 AF
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Area	2,583
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Evaporation	1,816.5 AF
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Inflow	374.5 AF
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Downstream Release WR8918	0 AF
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Fish Release	738.9 AF
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Spill/Seismic Release	0 AF
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State Project Water	133.6 AF
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Change in Storage	-5,751 AF
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Tecolote Diversion	3,174.1 AF
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Rainfall: Month: 0.00 Season: 0 Percent of Normal: 0%

* New capacity table adopted Dec. 1 as a result of the Bathymetric Study completed in Sept. 2008, results in 1110 AF reduction of storage.

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

MONTH	DELVRD TO LAKE	Delvd to Lake	CVWD Stored	Delvd to SC	Transf to MW	Delvd to Lake	MWD Stored	Evap/Spill	Delvd to SC	S.B. Stored	Delvd to SC	GWD Stored	Delvd to Lake	Delvd to SC	LCMWC Stored	Evap/Spill	Delvd to SC	RSYS Stored	Delvd to Lake	Delvd to SC	MLC Stored	Delvd to Lake	Delvd to SC
2008		0	0	0	0	0	134.2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bal. Frwd		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
January	39	0	39	0	0	0	48	0	125	0	0	0	0	0	0	0	0	0	0	0	0	0	0
February	0	0	0	0	0	0	0	48	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
March	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
April	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
May	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
June	716	0	253	0	0	0	0	0	253	0	0	379	0	379	0	0	84	0	0	0	0	0	0
July	627	0	218	0	0	0	0	0	218	0	0	327	0	327	0	0	73	0	9	0	0	0	0
August	994	0	885	0	0	0	323	0	562	0	0	0	0	99	0	0	99	0	10	0	0	0	0
September	988	100	647	0	100	0	416	0	554	0	0	0	0	241	0	0	241	0	0	0	0	0	0
October	87	0	0	0	0	0	0	0	416	0	0	0	0	87	0	0	87	0	0	0	0	0	0
November	153.6	0	0	0	0	0	0	0	0	0	0	0	0	153.6	0	0	153.6	0	0	0	0	0	0
December	89	17	17	0	0	0	0	0	17	0	0	17	0	38	0	0	38	0	0	0	0	0	0
Total	3693.6	117	2059	0	117	0	48	2145	0	723	0	723	0	775.6	0	0	775.6	0	19	0	19	0	0

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

MONTH	DELVRD TO LAKE	Delvd to Lake	CVWD Stored	Delvd to SC	Transf to MW	Delvd to Lake	MWD Stored	Evap/Spill	Delvd to SC	S.B. Stored	Delvd to SC	GWD Stored	Delvd to Lake	Delvd to SC	LCMWC Stored	Evap/Spill	Delvd to SC	RSYS Stored	Delvd to Lake	Delvd to SC	MLC Stored	Delvd to Lake	Delvd to SC
2009		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bal. Frwd		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
January	143	0	0	0	0	0	0	0	0	0	0	5	0	5	0	0	138	0	0	0	0	0	0
February	122	0	0	0	0	0	0	0	0	0	0	64	0	64	0	0	58	0	0	0	0	0	0
March	166	0	0	0	0	0	0	0	0	0	0	129	0	129	0	0	37	0	0	0	0	0	0
April	332	0	0	0	0	0	0	0	0	0	0	287	0	287	0	0	45	0	0	0	0	0	0
May	715	0	400	0	0	0	0	400	0	0	0	220	0	220	0	0	95	0	0	0	0	0	0
June	460	0	363	0	0	0	0	363	0	0	0	97	0	97	0	0	97	0	0	0	0	0	0
July	134	0	0	0	0	0	0	0	0	0	0	112	0	112	0	0	112	0	22	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	0
September	0	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	0
November	0	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	0
Total	2072	0	763	0	763	0	0	763	0	705	0	705	0	582	0	0	582	0	22	0	22	0	0

Operations Report – July 2009

Cachuma Project water usage for the month of July 2009 was 2913 acre-feet, compared with 2918 acre-feet for the same period in 2008. Cachuma Project water use for the 12 months ending July 31, 2009 was 22,518 acre-feet, compared with 28,689 acre-feet for the 12 months ending July 31, 2008.

The average flow from Lake Cachuma into the Tecolote Tunnel was 102 acre-feet per day. Lake elevation was 739.83 feet at the beginning of the month and 737.70 feet at the end. Recorded rainfall at Lauro Dam was 0 inches for the month and 12.72 inches for the rainfall season, which commenced on September 1, 2008.

Santa Barbara wheeled 471 acre-feet of Gibraltar water through Lauro Reservoir during the month. 134 acre-feet of State Water Project water was wheeled through Cachuma Project facilities and delivered to South Coast Member Units during the month.

Ortega Reservoir activity during the month of July included an inspection of the reservoir by Montecito Water District and the submission of subpoena documents to the defense legal service, COMPEX Legal Services. Ortega Reservoir was taken temporarily out of service on 7/19/09 for approximately 6 hours by Montecito Water District for inspection. The subpoena documents were provided to the defense on August 17, 2009. Electronic versions of the data were provided whenever possible, and COMPEX Legal Services made copies of all hard copy documents on the COMB premises. The defense team has now received all existing requested subpoena items from COMB. Conditions at Ortega Reservoir have remained consistent over the month, with weekly monitoring of drain flow and site conditions.

Other activities conducted this month include:

- Jesusita Fire recovery efforts at Lauro Reservoir continued with the clean-up of fire damaged COMB facilities. California Disaster Assistance Act reimbursement funding for the removal of burned hazard trees around Lauro Reservoir was preliminarily approved by the State of California Office of Emergency Services. After the tree removal is complete, a reimbursement amount will be determined by the CA Office of Emergency Services. A site visit to Lauro Reservoir and COMB facilities from a Joint Powers Insurance Authority outside insurance adjuster took place to assess fire damages. COMB anticipates follow-up on the JPIA damage assessment in the coming weeks.
- Monitoring of excavation activity around the South Coast Conduit concluded at the Caltrans Hwy 192 drainage project west of Mission Canyon Rd. COMB assisted contractor Burkee with raising a manhole cover at B.O. 44+75 to level with the height of the new asphalt layer. Highway 192 has now re-opened to traffic at the project location.
- Progress continued on the 2nd Pipeline and Mission Creek projects. A complete status of the projects is included in the August 2009 Board Packet.

Routine operation and maintenance activities conducted during the month included:

- Sampled water at North Portal Intake Tower
- Monitored conduit right-of-way and responded to Dig Alert reports
- Read piezometers and underdrains at Glen Anne, Lauro and Ortega Dams
- Read meters, conducted monthly dam inspections, and flushed venturi meters

DRAFT Minutes of the
Operating Committee
of
Cachuma Operation & Maintenance Board
3301 Laurel Canyon Road, Santa Barbara, CA

Wednesday, August 5, 2009

1. Call to Order

Rebecca Bjork called the meeting to order at 8:36 a.m.

Managers Present

Rebecca Bjork
Tom Mosby
Eric Ford
Chris Dahlstrom
Charles Hamilton
Kate Rees

Others Present

Bill Hair
Janet Gingras
Ruth Snodgrass
Tim Robinson

2. Public Comment

There were no comments from the public.

3. Approval of Minutes, July 1, 2009

Tom Mosby moved to approve the minutes for the July 1, 2009 meeting, seconded by Chris Dahlstrom, passed 3/0/2, Eric Ford and Charles Hamilton were absent for this item.

4. General Manager's Report

a. Status of Spill/Surcharge/Exchange Accounting

Tom Mosby and Chris Dahlstrom reported that they had met with Ray Stokes at CCWA concerning this issue. They indicated that they are close to formulating a plan to resolve the issue. They agreed to write up the new proposal within two weeks and submit it to the other managers for review and comment.

b. Reclamation's Non-Approval of Water Delivery Schedule for FY 2010

Kate Rees reported receiving a phone call from Valerie Curley indicating that Reclamation was not going to approve the Cachuma Water Delivery Request for WY

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2010. Another non-compliance letter will be filed against the Cachuma Project because the water reports have not been submitted to Reclamation since September 2008.

5. COMB Capital Improvement Program

a. COMB Bond Issuance – Revised CIP Bond Schedule

Ms. Rees had provided a revised CIP Bond Schedule for the managers. Charles Hamilton said that the schedule for the meeting at CVWD would need to be changed.

b. COMB Bond Issuance – Priority Projects

Ms. Rees reported that she had recommended removal of the COMB office building project from the bond project priority list at the COMB Board meeting on July 27th. However, the COMB Board decided not to remove the office project at this time.

c. 2nd Pipeline Project – Review of Construction Bids

Ms. Rees reported that the pre-bid meeting and site visit for the 2nd Pipeline Project will be held on August 20, 2009. The construction contract bids are due September 10, 2009. There will be 10 contractors bidding on the project.

d. Overall CIP Project Construction Process

The managers recommended that ad hoc committees be formed per project in order to assist and support COMB with the development of construction projects. This committee would be formed from the General Managers on a project by project basis, and they may designate one of their staff to participate on the committee.

Ms. Rees asked each Manager what their District/City change order policy was so that she could establish a policy for COMB.

6. COMB Operations

a. SCC Metering of Lower Reach

Ms. Rees reported that COMB will continue to read the Boundary Meter keypad rather than using SCADA reads for measuring CVWD's monthly water deliveries. COMB, MWD, and CVWD staff will meet in January 2010 to decide on a recommendation regarding the best metering option for the Carpinteria reach of the SCC.

b. Ortega Reservoir Leak

The Ortega Reservoir Leak issue continues to go through the legal process.

c. Jesusita Fire Activities

There was no new information to report except that COMB's application had been accepted by CDAA.

7. Cachuma Issues

a. El Jaro Creek Cross Creek Ranch Fish Passage Project

Tim Robinson updated the managers on the El Jaro Creek Cross Creek Ranch fish passage project. He reported that he is required by the CDFG grant program to

provide the fully executed construction contract to Mary Larsen. We are waiting for the 'Notice to Proceed' letter from CDFG.

- b. Development of Scope of Work for Cachuma Project Cost Benefit Analysis**
Everyone is in favor of working with Kate in developing a scope of work for the Cachuma Project cost of service/cost benefit analysis. The Board requested that a total of 3 estimates before selecting a qualified consulting firm to carry out the analysis. Charles Hamilton reported that the CVWD Board feels that COMB has not been responsive to the concerns of his district regarding equitable cost sharing for repayment of the proposed COMB bond issue. He thought the \$80,000 approved by the COMB Board for the cost of service/cost benefit analysis as part of long term broader planning effort is a good idea but it does not address the proposed decision at hand.

8. Items for Next Meeting Agenda

- a. COMB Bond Issuance
- b. Scope of Work for the Cachuma Project Cost Benefit Analysis
- c. Status of Spill/Surcharge/Exchange Accounting
- d. COMB Staff Reorganization Discussion

9. Date of Next Meeting:

The next Operating Committee will meet October 7, 2009 at 8:30 a.m. at the COMB office. A Manager/Attorney meeting will be scheduled instead of the Operating Committee Meeting for September 2, 2009.

10. Adjournment

The meeting was adjourned at 10:58 a.m.

Approved _____

Unapproved _____ ✓

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COMB OPERATING COMMITTEE

MEMORANDUM

DATE: August 5, 2009
TO: Cachuma Project General Managers
FROM: Kate Rees, General Manager
RE: Cost of Benefit Analysis Scope of Work

Thank you for your assistance in developing a scope of work for a comprehensive Cost Benefit Analysis for the Cachuma Project conveyance facilities. Below is a preliminary list of components that have been suggested for inclusion in the analysis. Please review and add to this list with other components you think should be included in the study. These will be used to develop a scope of work for a qualified consultant to carry out.

Analysis of capacity issues related using the SCC for delivery and conveyance of non-Cachuma Project water

Benefits associated with melded water rates so that AG rates remain lower than M&I rates

Use of Gibraltar Reservoir and Mission Tunnel to assist with meeting peak demand

Assessment of reach costs for conveyance of Cachuma water and State water

Evaluation of individual Member Unit benefits derived from COMB O&M work and capital improvement projects

Assessment of the cost sharing percentages for the variable cost of state water conveyance through the SCC facilities

Assessment of cost sharing percentages for capital project cost expenditure

Use of SCC by CVWD as part of its distribution system

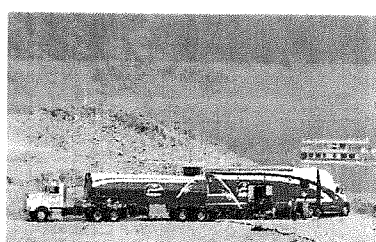
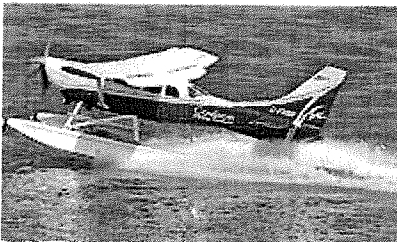
Use of SCC by non-Cachuma Project agencies for state water deliveries

kr.comb/CIP program/cost benefit analysis/scope of work outline

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Martin Mars Operating Plan USDA Forest Service



**“Establishing New Aerial Efficiencies
Within the
Air Attack Management of Fire Suppression”**

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Martin Mars Operating Plan

USDA Forest Service

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MARTIN MARS SCOOPER 223 OPERATIONS PLAN

Introduction

The Martin Mars operates on the philosophy of “gallons per hour”. Simply stated, this means a direct attack on the fire by dropping the largest possible amount of water or gel in the shortest possible time. It is capable of delivering up to 7200 gallons of water, foam or gel depending on the fuel load. These are all suppressants and would be used in a direct attack mode on a fire, not necessarily in line construction working with conventional airtankers delivering retardant. However, it can be used in conjunction with airtankers to slow the head or flank of a fire moving towards a retardant line.

Organization

While this resource is on an Evaluation Contract the Contract Officer Representative (COR) will be Scott Fisher (Aviation Management Specialists Boise ID). Coverage for the Martin Mars Management (Bird Dog) position will be staffed seven days a week with a qualified Air Attack Group Supervisor (ATGS). This position will also act as a Project Inspector (PI) to the Martin Mars and Bird Dog Contract. Duties will include taking care of logistics and day to day agency business managing the program at the ground level. This will include: staffing, Bird Dog ATGS duties, ABS duties, facilitating aircraft support vehicles, working with local officials, media and official agency reporting. The assigned PI/ATGS will be assigned to Pacific Southwest Regional Aviation Officer for program direction and oversight.

Mobilization

The Martin Mars is a National Resource. The Geographic Area Coordination Center (GACC) where the aircraft is operating will make it available for Wildland Fire assignments throughout the Nation when requested by the National Interagency Coordination Center (NICC). The Martin Mars is dispatched by the GACC or unit where it is located. Movement of this aircraft will utilize normal dispatch channels. Standby location will be a NICC/GACC decision based on projected or present need.

This resource consists of the Martin Mars seaplane water scooper and an integrated lead aircraft (Bird Dog), currently an S-76 helicopter with IR capability. They will be dispatched as a unit, (Bird Dog and scooper) through the appropriate GACC just as other aviation resources. Though normally dispatched as a unit, (Scooper & Bird Dog) the Martin Mars can be dispatched by itself if deemed it can be done safely and effectively by the ATGS over the incident and the Martin Mars Pilots. The same dispatch information will be provided to the aircraft as with any other aircraft resource order.

The IP/ATGS administrating the aircraft will be responsible for:

- a. Aircraft Flight Plan/Resource Order
- b. Notifying the Coordination Center of aircraft status.

A. Initial Attack

This aircraft will fall under the standard closest available resource with airtankers/helitankers utilizing the appropriate proximity application and Resource Ordering and Status System (ROSS) computer program. The Martin Mars will be incorporated into local run cards for Initial Attack (IA) in relationship with identified water sources to scoop from. Its Initial Attack Zones will include 34 minute "Response Zone" circles (see enclosed map). Placement for standby at a water source will activate the Response Zone circle in which case the GACC will notify the local dispatch unit. The GACC will also make notifications of demobilization as this aircraft is moved to other priorities.

B. Extended Attack

Because of the unique application of direct attack with the Martin Mars and its ability to utilize local water sources, (not airtanker bases) it will not affect the airtanker rotation at a local airtanker base.

Bird Dog

The Bird Dog and Martin Mars will both operate under the parameters established under the Fire Traffic Area (FTA). This requires a clearance from the Air Tactical Group Supervisor (ATGS) and usually requires a 1500' AGL entry altitude for Large Airtankers. This may not be practical for the Martin Mars but an alternate entry altitude would need to be negotiated with the ATGS. In any case, the Bird Dog and Mars both need to maintain the altitude provided in their clearance until authorized by the ATGS to descend to their maneuvering altitude.

To ensure the best possible accuracy on the drop it may be desirable for the Bird Dog to perform a "show me" run to identify the drop target for the Mars. This would be accomplished by the Bird Dog making a low level run through the drop area while the Mars remained at 1,000'-1,500' AGL to observe. The Bird Dog would provide the Mars with the drop heading, start and stop points and drop altitude. Depending on the particular drop and the Mar's preference, it may be desirable for the Bird Dog to join with the Mars and perform a lead back onto the drop after the "show me" run. If a lead is determined not to be necessary it may be desirable for the Bird Dog to shadow the Mars through the drop at a 7 o'clock or 5 o'clock position and provide minor heading corrections as well as reaffirm the correct start and stop points for the drop.

In the event an agency leadplane is already on-scene when the Bird Dog arrives it may be beneficial for the leadplane to utilize a series of show me runs to identify the drops requested of the Mars. Upon completing these runs the leadplane will either depart the Mar's working area to avoid traffic conflicts or remain on-scene to evaluate the effectiveness of the drops. When remaining on scene to evaluate drops the leadplane pilot will coordinate with the ATGS, Bird Dog and Mars to ensure aircraft separation. The most desirable profile for this evaluation would be a 5 o'clock or 7 o'clock "chase" position with the leadplane slightly above the Martin Mars.

The reduced maneuverability and climb performance of the Martin Mars create potential challenges for aircraft separation within the FTA. It is imperative the Bird Dog and Mars crews make the ATGS aware of any limitations concerning maneuvering requirements and entry and exit routes that may affect other aircraft within the FTA.

Lake Safety

The Martin Mars Go no Go checklist (Page 15) will be completed by the Contractor and approved by the Project Inspector before a mission is conducted in the identified body of water.

- The water source required for the use of this aircraft would be a lake that would allow for a 3 mile stretch of clear area, 1 ½ miles of lake for scooping operations and an additional 1 ½ miles of flat or descending terrain for climb out. Only lakes identified ahead of time will be approved.
- Operations do not require the lake to be closed down to recreational activities. An attempt to alert the boating public through public service announcements and local signing at the lakes will be made. A *Notice To Mariners* administrated by the US Coast Guard will be considered for extended operations or when moving to a new lake to use as a primary base of operations.
- Operations at the lake will normally begin with the Bird Dog aircraft making a low pass identifying a clear area on the lake for the Martin Mars to scoop. This aircraft is equipped with an external siren and PA system to give an alert to boats in the area. It will fly the expected path to be used by the Martin Mars, but will do so in a manner that warns boaters of the martin Mars path, but does not present a hazard to boaters on the lake.
- When the area is determined to be clear the Martin Mars will commence scooping operations. If a suitable area clear of boats cannot be found, or if the public is not cooperative in clearing the area, then contact with the local boat patrol, if available, on the lake will be made for their assistance.

Ground Safety

- The safe drop height for this aircraft is 300 feet above the vegetation for gels, and 250 feet for water or foam.
- Precautions for ground crews for this aircraft are no different then for conventional airtankers. The drop area needs to be cleared of all ground forces, but this aircraft does not pose any additional or different hazards than conventional airtankers.

Tactical Considerations

Drop mission with the Martin Mars will differ from conventional tanker drops in that the Mars will be dropping a suppressant, not a retardant. Application will be direct attack, right on or very close to the flaming front or flank.

Structure protection performance tests were conducted with Forest Engineering and Research Institute of Canada (FERIC) and Coulson Air Crane Ltd. These tests showed considerable promise for using this aircraft with gel for direct structure protection. At prescribed drop heights of 300 feet, the aircraft was capable of delivering coverage level 8 drops with no damage to the

test structures. Even drops with a lower drop height did not cause any damage to the structures, but did affect the drop coverage area somewhat.

Tactical use of this aircraft in many cases needs to be in different areas than where retardant aircraft are dropping. The gel, foam or water has the potential to wash the retardant off the fuels, and reduce the retardant effectiveness. Slowing the fire down as it approaches a retardant line to reduce the intensity may be very appropriate, however. Working this aircraft in where Type I and Type II water dropping helicopters are working will require coordination with the other aircraft, but could prove very effective. The Bird Dog aircraft will typically be on scene with the Martin Mars and will provide overall mission guidance, drop profiles and leads if necessary. The Bird Dog will have a qualified ATGS onboard who will be responsible for the coordination with the incident ATGS/ASM and other aircraft in the area. The Bird Dog will relay information to the Martin Mars by means of a discreet VHF AM frequency obtained for the Bird Dog to Martin Mars communication for each GACC that they are assigned. Obtaining this frequency will be the responsibility of the Bird Dog ATGS. All Fire Traffic Areas, (FTA) procedures will be followed, although the Bird Dog may communicate as a flight of two for entering the FTA. It is essential that the controlling aircraft be advised of this.

Aircraft Requirements and Capabilities

The Martin Mars requires a minimum of 3 miles of straight line distance on the lake for scooping and initial climb-out. It also will need a satisfactory departure exit that will allow for a shallow climb rate after filling; this will be determined by the Bird Dog and Mars crew. It will have approximately 4 hours of fuel at the start of operations, which will allow for a drop volume of approximately 3800 gallons. As the aircraft burns fuel it will be able to carry more water and for about the last two hours it will be capable of carrying the full 7200 gallons.

The aircraft is equipped with 3 internal tanks for foam or gel concentrate. All 3 of the tanks can be filled with either foam or gel or a combination of each. Essentially if it was configured with 2 tanks of gel and one tank of foam concentrate, the aircraft could deliver straight water, gel or foam on the drop. The ground resources or Incident ATGS/ASM need to communicate to the Bird Dog aircraft what it desires for the next drop PRIOR to the start of the scooping run, as the selected additive, foam or gel is added at that time or just left as plain water. At this time we are planning to have all 3 tanks filled with uncolored gel that is listed on the Forest Service's Qualified Products List (QPL). The guidelines covered in Guidelines for Aerial Delivery of Retardant or Foam near Waterways will still apply whenever we are dropping foam or gels. Plain water is not an issue dropping within the 300' buffer.

The specifications for this equipment can be found in the National Exclusive Use Contracts assigned to the Martin Mars and Bird Dog aircraft.

Water Sources in California

Twenty-nine water sources have been identified from which the Martin Mars can safely scoop from. Each water source will have pre-established procedures identified as it relates to:

- Lake Ownership

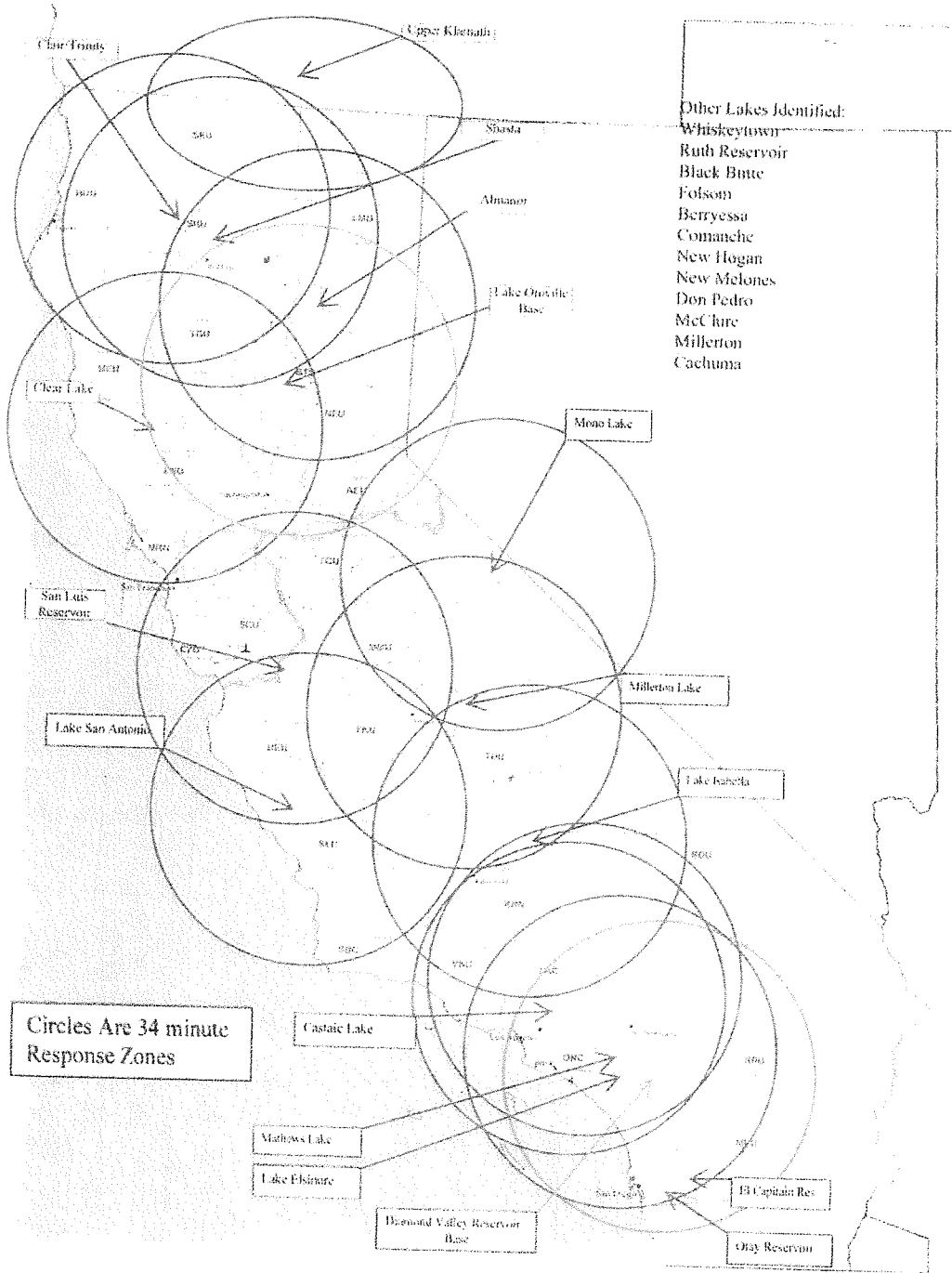
- Law Enforcement
- Lake Safety
- Primary Contacts
- Environmental Issues
- Mooring/fueling potential

These issues will be documented and current (within six months) in the appendix of this operating plan before operations can be undertaken. Invasive species are a critical issue in some lakes in California and prior information on potential lakes to be used is critical. Lakes that are known to contain invasive species by the State of California will not be used and will not be landed on by the Marin Mars. For areas outside California each body of water will be on a case by case basis and coordinated with the local GACC for each situation. Invasive species requirements will be followed based on applicable States information.

Clair/Trinity	Upper Klamath	Shasta	Almanor
Lake Oroville	Clear Lake	San Luis Reservoir	Mono Lake
Lake San Antonio	Millerton Lake	Lake Isabella	Castaic Lake
Mathews Lake	Lake Elsinore	Diamond Valley	El Capitan
Otay Reservoir	Whiskeytown	Ruth Reservoir	Black Butte
Folsom	Berryessa	Comanche	New Hogan
New Melones	Don Pedro	McClure	Millerton
Cachuma			

Confirmed in Southern California the following water sources are available for aircraft home bases for the purpose to expedite fueling, maintenance and gel reloading:

Lake Elsinore	Otay Reservoir	Lake San Antonio
Lake Isabella	Diamond Valley Reservoir	



Kate Rees

From: Blocker, Dominique [DBlocker@SantaBarbaraCA.gov]
Sent: Friday, August 07, 2009 1:27 PM
To: Kate Rees; Bjork, Rebecca
Cc: Ruggieri, Tony
Subject: COMB Video Now Airing on Inside Santa Barbara

Good afternoon~

I wanted to let you know that the Cachuma Operation and Maintenance Board piece is now airing on the August episode of *Inside Santa Barbara*.

We hope this helps inform residents about the process involved in getting water to them and all the groups it takes to make it happen.

Here is a link to the video; feel free to forward it on to anyone who might be interested.
The COMB segment begins at approximately 30:00 minutes if you'd like to jump straight to it:
http://www.citytv18.com/Videos_ISB.htm?view_id=11

Thank you again for all your help putting this together.
I hope you enjoy it!

Dominique Blocker
City TV-18
805.564.5311
dblocker@santabarbaraca.gov

 Please consider the environment before printing this e-mail

CACHUMA RESERVOIR

DISPOSITION OF 2008 SURCHARGE WATER

(UNOFFICIAL)

DATE	DESCRIPTION	FISH RELEASE FROM SURCHARGE (acre feet)	SURCHARGE BALANCE (acre feet)	FISH RELEASE FROM PROJECT YIELD (acre feet)
3/9/2008	End of Spill		8,300	
3/31/08	March	759	7,541	
4/30/08	April	620	6,921	
5/31/08	May	746	6,175	
6/30/08	June	394	5,781	
7/31/08	July	1,235	4,546	
8/31/08	August	1,038	3,508	
9/30/08	September	308	3,200	584
10/31/08	October		3,200	737
11/30/08	November		3,200	597
12/31/08	December		3,200	310
1/31/09	January		3,200	340
2/28/09	February		3,200	329
3/31/09	March		3,200	377
4/30/2009	April		3,200	494
5/31/2009	May			1,014
6/30/2009	June			1,022
7/31/2009	July	5,100	3,200	1,269
*** TOTAL				7,073
8/31/2009	August (projected)			1,076
9/30/2009	September (projected)			1,000

kr\comb\cachuma 2008 surcharge account 083109

CACHUMA OPERATION AND MAINTENANCE BOARD

MEMORANDUM

DATE: August 31, 2009
TO: Board of Directors
FROM: Kate Rees, General Manager
RE: **Establishment of Board Policy Regarding Changes to Work Orders**

Recommendation:

That the Board authorize the development of a Board policy regarding Changes to Work Orders for contractors designing and/or constructing COMB projects.

Discussion:

COMB is entering a new phase of work activity with the construction of large capital improvement projects that entail hiring consultant engineers and contractors to construct the projects. It is common for contractors or the owner agency to initiate change orders to the engineering designs or to the project specifications to correct errors, omissions, or changes to the project design, or accommodate unknown or unforeseen conditions during construction.

COMB has no change order policy, so staff is recommending that the Board authorize the development of a change order policy by staff and the Operating Committee. A preliminary draft policy is attached. A final recommended policy will come back to the Board for approval at the September 28, 2009 Board meeting.

Respectfully submitted,



Kate Rees
General Manager

CHANGE IN WORK POLICY

Purpose

To implement policies and procedures for approving changes to the design requirements and/or scope of work on construction projects which causes an adjustment to the Contract Amount or Contract Time of a project while under construction.

Policy

COMB's Board policy will generally follow the "Green Book - Standard Specifications for Public Works Construction, Section 3- Changes In Work", typically used by public agencies. Projects under construction will require the execution of a "Change Order" to modify the engineering design requirements and/or scope of work for construction of a project that results in an increase to the Contract Amount or Contract Time (time of construction). A proposed Change Order will be considered:

- 1) For changes in work required by COMB.
- 2) When essential design work has been inadvertently omitted or understated.
- 3) To correct errors in construction plans and/or specifications.
- 4) To correct engineering designs when concealed conditions in existing conditions are exposed and found to differ from construction specification documents.
- 5) When weather or other unavoidable events cause construction delays and additional time is needed for completion of work.

Change Orders shall be submitted in writing to COMB's Oversight Engineer for approval by the contractor's Project Engineer in advance of the proposed work being performed by the contractor. The General Manager, or his/her designee, is authorized to approve Change Orders for up to 10% of the project's general budget previously approved by the Board. Proposed Change Orders that exceed 110% of the Board's previously approved budget require COMB Board approval.

Extraordinary Conditions

During a construction project, it is conceivable that a condition could develop that would require an immediate action or decision on the part of the Project Engineer in order to keep the project on schedule, meet permit requirements, or prevent a costly delay. If such a condition should develop, a thorough investigation and recommendation from the contractor's Project Engineer will be obtained. If the action or decision is considered necessary by COMB's Oversight Engineer before the next scheduled Board meeting, the General Manager may approve a change order in excess of the 10% approved project amount with the COMB Board President's approval, and request that the COMB Board ratify the additional expense at its next regularly scheduled Board meeting.

Procedure

- 1) Change Orders shall be administered in accordance with procedures outlined in the contract documents
- 2) Change Orders shall be prepared and accepted only in writing
- 3) The contractor's Project Engineer shall submit Change Orders with all required supporting documentation to COMB's Oversight Engineer for review and approval.
- 4) If the contractor's Project Engineer and COMB's Oversight Engineer cannot agree on a Change Order, the conflict will be referred to the General Manager, whose decision shall be final.
- 5) The project budget shall be adjusted following approval of a Change Order.
- 6) The General Manager shall report all approved Change Orders to the Board at regularly scheduled Board meetings.
- 7) Proposed Change Orders that exceed 110% of the approved project budget require approval of the COMB Board.

DRAFT

COMB OPERATION AND MAINTENANCE BOARD

MEMORANDUM

DATE: August 31, 2009
TO: Board of Directors
FROM: Kate Rees, General Manager
RE: **Revised CIP Bond Approval Schedule**

At the COMB Special Board meeting on August 3, 2009, the schedule for approval of the COMB Bond legal documents was pushed forward by another month to allow time to work out the Indemnification Agreement with ID1.

The revised schedule is as follows:

8/11/09	GWD	Review revised Indemnification Agreement
8/18/09	City Finance	Briefing on bond legal documents and projects Recommendation to City Council
8/18/09	MWD	Review revised Indemnification Agreement
8/18/09	ID1	Review and approval of revised Indemnification Agreement Ratify COMB bond issuance
8/26/09	CVWD	Consider approval of COMB bond legal documents Review and approval of revised Indemnification Agreement
8/31/09	COMB	Approval of revised Indemnification Agreement
0/8/09	GWD	Consider Approval of COMB bond legal documents Review and approval of Indemnification Agreement
9/15/09	MWD	Consider Approval of COMB bond legal documents Approval of Indemnification Agreement
9/15/09	City Council	COMB presentation on projects Approval of COMB bond legal documents Approval of Indemnification Agreement
9/28/09	COMB	Consider Approval of COMB Official Statement and bond legal documents Approval of Indemnification Agreement

CACHUMA OPERATION AND MAINTENANCE BOARD

MEMORANDUM

DATE: August 31, 2009
TO: BOARD OF DIRECTORS
FROM: Kate Rees, General Manager
RE: **COMB CIP Bond – ID1 Indemnification Agreement and Proposed New COMB Office Building**

RECOMMENDATION:

1. Remove the COMB Office Building from the list of projects to be funded by the proposed COMB Bond, replace it with the South Coast Conduit In-Line Valve Installation Project and the Lauro Reservoir, Barker Pass, and Sheffield Tunnel Vent Rehabilitation Project, and approve a revised "2009 Project" list for the proposed COMB 2009 Revenue Bond.
2. Approve the August 25, 2009 Indemnification Agreement between COMB and the Cachuma Member Units in substantially the same form, and authorize Das Williams, COMB Board President, to sign the Indemnification Agreement in its final form.

DISCUSSION:

At the August 3, 2009 Special Board Meeting, staff recommended that the new COMB office building be removed from the bond project list in order to resolve the issues over the Indemnification Agreement with ID1. After substantial discussion and proposed language changes to the Draft Agreement, the Board decided to leave the office building on the list, and requested that COMB's General Manager and Counsel, and the Member Units' General Managers and attorneys, try to work out their differences with the Indemnification Agreement, as there would be no opportunity in the foreseeable future to finance construction of an office building.

Three versions of the Draft Agreement were circulated: the original 6/12 version, Mr. Hair's 8/3 version with GWD's suggested changes, and ID1's 8/4 version. ID1 met on 8/4, and reaffirmed that it would not be responsible for paying for any portion of the COMB building. ID1's 8/4 version of the Indemnification Agreement reflected its position.

The GWD Directors discussed the Indemnification Agreements on August 11th, and because they thought it unfair for ID1 not to pay for some portion of a new building, they would not approve ID1's version. However, they did conceptually approve the original 6/12 draft agreement, which had no mention of a new building, on the condition that the office building be removed from the project list.

On August 18th, the ID1 Board reconsidered the Indemnification Agreement in light of GWD's action, and presented an 8/18 revised Draft Agreement (attached) removing references to the

office building, but inserting indemnity protection for any substitution projects. The ID1 Board approved the COMB bond, on the condition that the office building be removed from the project list, and on the condition that COMB and the other Member Units approve the 8/18 draft Agreement in substantially the same form.

ID1's 8/18 draft Agreement was circulated and reviewed by COMB staff and counsel, and by the Member Units' staff and their attorneys. It was suggested by Mr. Wullbrandt that the Indemnification Agreement language be consistent with the Joint Participation Agreement (JPA) language, and that a list of all potential bond funded SCC capital improvement projects be included in the JPA as Exhibit B, and referenced in the Indemnification Agreement.

In that way, there are no "Substitute Projects", so no need to reference a nonexistent category in the Indemnification Agreement. The Indemnification Agreement can clearly cover the same "2009 Project" as the JPA approved by the bond participants, which makes it evident that the bond would only finance SCC projects for which ID1 would never benefit from. To that end, Mr. Wullbrandt revised the Draft Indemnification Agreement again on 8/25 (attached).

It is, therefore, my recommendation that the COMB Office Building Project be removed from the projects to be funded by the bond, and that the SCC In-Line Valve Installation Project and the Lauro Reservoir, Barker Pass, and Sheffield Tunnel Vent Rehabilitation Project be added in its place. The total amount of the revenue bond issue would still be approximately \$16,725,000 (assuming about a 5.4% interest rate) plus COMB will receive \$3,200,000 from Prop 50 for the 2nd Pipeline Project.

The following is a proposed revised "2009 Project" list with current planning cost estimates. These will be adjusted as actual bids for the projects are received.

SCC Upper Reach Reliability Project (2 nd Pipeline Project)	\$9,075,000
SCC Mission Creek Crossing and Fish Passage Project plus two other Creek Crossings	\$3,025,000
SCC In-Line Valve Installation (4 locations)	\$2,000,000
SCC Corrosion Repairs of Appurtenances (laterals and meters)	\$2,500,000
Lauro Reservoir, Barker Pass, and Sheffield Tunnel Vent Rehab	\$ 500,000
SCC Right of Way Definition Program	<u>\$1,000,000</u>
TOTAL	\$18,100,000

I further recommend that the August 25, 2009 Draft Indemnification Agreement be approved in substantially the same form for the Board President's signature.

Respectfully submitted,



Kate Rees
General Manager

Attachments

DRAFT (8-25-09)CEW

INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement") is entered into this ____ day of _____, 2009, by and between the Cachuma Operation and Maintenance Board, a joint powers authority ("COMB"), Goleta Water District, City of Santa Barbara, Montecito Water District, Carpinteria Valley Water District and the Santa Ynez River Water Conservation District, Improvement District No. 1 ("ID No.1"), with reference to the following facts:

A. COMB intends to enter into and issue revenue bonds ("Revenue Bonds") for the purpose of obtaining funds in carrying out certain modifications and improvements to the South Coast Conduit and related facilities as listed in ~~the Revenue Bonds (collectively "SCC Project").~~ Additionally, pursuant to the terms of the Revenue Bonds, COMB may use a portion of the Revenue Bonds to fund other substitute projects in place of those listed in the Revenue Bonds ("Substitute Projects"). (collectively the "2009 Project") as described in Exhibit B to the Joint Participation Agreement, dated August 1, 2009, for issuance of the Revenue Bonds.

B. The SCC Project is operated and maintained for the benefit of the four South Coast members of COMB: Goleta Water District, City of Santa Barbara, Montecito Water District and Carpinteria Valley Water District ("South Coast Members").

C. The 1996 Joint Powers Agreement creating that COMB ("COMB Agreement") provides that each party's obligation for Cachuma Project operation and maintenance cost is expressly limited to the amount determined by its members.

D. The members of COMB and the COMB Board have determined and agree that ID No. 1 should not be obligated to pay for any part of the obligations incurred by the Revenue Bonds or otherwise be held responsible for the ~~SCC~~2009 Project ~~or any Substitute Projects.~~

AGREEMENT

The parties agree as follows:

1. Allocation.

The parties agree, notwithstanding the provisions of the COMB Agreement, that the South Coast Members shall be solely responsible for all of

COMB's obligations, debts and liabilities related to the issuance of the Revenue Bonds and the ~~SCC2009 Project and any Substitute Projects.~~

2. Indemnification.

To the maximum extent allowed by law, COMB and the South Coast members hereby covenant and agree, at their sole and exclusive cost and expense, to indemnify and hold harmless ID No. 1, its officers, trustees, agents and employees, from and against any and all damages, liabilities, claims, demands, actions, causes of action, attorneys' fees, expert witness fees, and all other costs, expenses of any kind or nature that arise out of or in any way relate to the ~~SCC2009 Project, any Substitute Project~~ or the Revenue Bonds. In the event of a court challenge to the legality or the applicability of this Indemnity provision, the parties agree that this Indemnification provision shall be interpreted in favor of ID No. 1 and that ID No. 1 shall be afforded the maximum degree of indemnification as may be reasonably inferable from the language of this provision as available at law.

ID No. 1 shall notify COMB and the South Coast Members of the existence of any claim, demand, or other matter to which COMB's and the South Coast Members indemnification obligations would apply and shall give COMB and the South Coast members a reasonable opportunity to defend the same at COMB's and the South Coast Members' expense with counsel of their own selection, subject to ID No. 1's reasonable approval. If COMB and the South Coast Members, within a reasonable time after written notice, fails to defend, ID No. 1 shall have the right, but not the obligation, to undertake the defense of, and compromise a settlement (exercising reasonable business judgment), any claim or other matter on behalf, for the account, and at the risk of COMB and the South Coast Members.

3. Notices.

All notices, approvals, acceptances, demands and other communications required or permitted under this Agreement, to be effective, shall be in writing and shall be delivered in person or by U.S. mail (postage prepaid, certified, return receipt requested) or by Federal Express or other similar overnight delivery service to the party to whom the notice is directed at the address of such party as maintained by COMB. Any written communication given by mail shall be deemed delivered two (2) business days after such mailing date and any written communication given by overnight delivery service shall be deemed delivered one (1) business day after the dispatch date. Either party may change its address by giving the other party written notice of its new address as provided above.

4. Other Instruments.

The parties shall, whenever and as often as reasonably requested by the other party, execute, acknowledge and deliver or cause to be executed,

acknowledged and delivered any and all documents and instruments as may be necessary, expedient or proper in the reasonable opinion of the requesting party to carry out the intent and purposes of this Agreement, provided that the requesting party shall bear the cost and expense of such further instruments or documents (except that each party shall bear its own attorneys' fees).

5. Construction.

The provisions of this Agreement should be liberally construed to effectuate its purposes. The language of this Agreement shall be construed simply according to its plain meaning. Whenever the context and construction so requires, all words used in the singular shall be deemed to be used in the plural, all masculine shall include the feminine and neuter, and vice versa.

6. Severability.

If any term, provision, covenant or condition of this Agreement shall be or become illegal, null, void or against public policy, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. The term, provision, covenant or condition that is so invalidated, voided or held to be unenforceable shall be modified or changed by the parties to the extent possible to carry out the intentions and directives stated in this Agreement.

7. Successors and Assigns.

This Agreement shall be binding on and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

8. Waiver.

No waiver of any provision or consent to any action shall constitute a waiver of any other provision or consent to any other action, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit a party to provide a waiver in the future except to the extent specifically stated in writing. Any waiver given by a party shall be null and void if the party requesting such waiver has not provided a full and complete disclosure of all material facts relevant to the waiver requested. No waiver shall be binding unless executed in writing by the party making the waiver.

9. Governing Law.

The validity and interpretation of this Agreement shall be governed by the laws of the State of California without giving effect to the principles of conflict of

laws, with venue for all purposes proper only in the County of Santa Barbara, State of California.

10. Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof hereof, it will be necessary to produce only one copy hereof signed by the party to be charged.

11. Joint and Several.

COMB and the South Coast Members shall be jointly and severally responsible for the obligations under this Agreement. This Agreement may be enforced by ID No. 1 against either COMB or the South Coast Members separately or against them jointly.

12. Attorneys' Fees.

If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover actual attorneys' fees and costs which may be determined by the court in the same action or in a separate action brought for that purpose. The attorneys' fees and costs to be awarded shall be made to fully reimburse for all attorneys' fees, paralegal fees, costs and expenses actually incurred in good faith, regardless of the size of the judgment, it being the intention of the parties to fully compensate for all attorneys' fees, paralegal fees, costs and expenses paid or incurred in good faith.

13. Authorizations.

All individuals executing this Agreement and other documents on behalf of the respective parties certify and warrant that they have the capacity and have been duly authorized to so execute the documents on behalf of the entity so indicated. Each signatory shall also indemnify the other parties to this Agreement, and hold them harmless, from any and all damages, costs, attorneys' fees and costs and other expenses, if the signatory is not so authorized.

14. Entire Agreement and Amendment.

This Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature binding except as stated in this Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by

the parties to this Agreement and by no other means. Each party waives their right to claim, contest or assert that this Agreement was modified, cancelled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

**SANTA YNEZ RIVER WATER
CONSERVATION DISTRICT
IMPROVEMENT DISTRICT NO. 1:**

President

ATTEST:

Secretary

GOLETA WATER DISTRICT:

President

ATTEST:

Secretary

**CARPINTERIA VALLEY WATER
DISTRICT:**

President

ATTEST:

Secretary

**CACHUMA OPERATION AND
MAINTENANCE BOARD:**

President

ATTEST:

Secretary

CITY OF SANTA BARBARA:

President

ATTEST:

Secretary

MONTECITO WATER DISTRICT:

President

ATTEST:

Secretary

Kate Rees

From: Chris Dahlstrom [cdahlstrom@syrwd.org]
Sent: Wednesday, August 19, 2009 3:54 PM
To: Charles B. Hamilton; Tom Mosby; Eric Ford, Goleta Water District; rbjork@ci.santa-barbara.ca.us; Kate Rees
Cc: Gary M Kvistad; William Hair
Subject: Indemnification Agreement
Attachments: 81809draft SB-#515677-v2-SYRWCD___Indemnification_Agreement_for_COMB_2009_Bond_Issuance.DOC

Managers,

The ID No.1 Board of Trustees met last night (Tuesday August 18) to discuss, among many items, the 2009 COMB Bond and Indemnification Agreement. The Board took action at this juncture in order to respond to the need for the south coast to secure funding in a timely manner for projects necessary for the delivery of water and to work cooperatively with the agencies. The action taken by the ID No.1 Board was, in part, based on the conceptual approvals made by Goleta Water District and the conditions for those approvals.

The ID No.1 Board unanimously approved the COMB 2009 Bond subject to and conditioned upon: 1) the removal of the COMB office building from the list of projects to be funded as part of the Bond; and, 2) the execution of the Draft Indemnification Agreement dated August 18, 2009 by the South Coast Member Units and COMB allowing for minor, non-substantative language modifications.

The August 18th Draft Agreement is based on the June 6, 2009 version with changes that consider the substitute projects provisions. The attached draft as approved by ID No.1 Board is in a red line version of msword.

Again, the ID No.1 Board acted with the knowledge that time is of the essence and the need for a unanimous vote to secure funding for south coast facilities.

Should anyone have any questions, please contact me.

Regards,

Chris Dahlstrom
General Manager
Santa Ynez River Water Conservation District, ID No.1
805-688-6015

INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement") is entered into this ____ day of _____, 2009, by and between the Cachuma Operation and Maintenance Board, a joint powers authority ("COMB"), Goleta Water District, City of Santa Barbara, Montecito Water District, Carpinteria Valley Water District and the Santa Ynez River Water Conservation District, Improvement District No. 1 ("ID No.1"), with reference to the following facts:

A. COMB intends to enter into and issue revenue bonds ("Revenue Bonds") for the purpose of obtaining funds in carrying out certain modifications and improvements to the South Coast Conduit and related facilities as listed in the Revenue Bonds (collectively "SCC Project"). Additionally, pursuant to the terms of the Revenue Bonds, COMB may use a portion of the Revenue Bonds to fund other substitute projects in place of those listed in the Revenue Bonds ("Substitute Projects").

B. The SCC Project is operated and maintained for the benefit of the four South Coast members of COMB: Goleta Water District, City of Santa Barbara, Montecito Water District and Carpinteria Valley Water District ("South Coast Members").

C. The 1996 Joint Powers Agreement creating that COMB ("COMB Agreement") provides that each party's obligation for Cachuma Project operation and maintenance cost is expressly limited to the amount determined by its members.

D. The members of COMB and the COMB Board have determined and agree that ID No. 1 should not be obligated to pay for any part of the obligations incurred by the Revenue Bonds or otherwise be held responsible for the SCC Project or any Substitute Projects.

AGREEMENT

The parties agree as follows:

1. Allocation.

The parties agree, notwithstanding the provisions of the COMB Agreement, that the South Coast Members shall be solely responsible for all of COMB's obligations, debts and liabilities related to the issuance of the Revenue Bonds and the SCC Project and any Substitute Projects.

2. Indemnification.

To the maximum extent allowed by law, COMB and the South Coast members hereby covenant and agree, at their sole and exclusive cost and expense, to indemnify and hold harmless ID No. 1, its officers, trustees, agents and employees, from and against any and all damages, liabilities, claims, demands, actions, causes of action, attorneys' fees, expert witness fees, and all other costs, expenses of any kind or nature that arise out of or in any way relate to the SCC Project, any Substitute Project or the Revenue Bonds. In the event of a court challenge to the legality or the applicability of this Indemnity provision, the parties agree that this Indemnification provision shall be interpreted in favor of ID No. 1 and that ID No. 1 shall be afforded the maximum degree of indemnification as may be reasonably inferable from the language of this provision as available at law.

ID No. 1 shall notify COMB and the South Coast Members of the existence of any claim, demand, or other matter to which COMB's and the South Coast Members indemnification obligations would apply and shall give COMB and the South Coast members a reasonable opportunity to defend the same at COMB's and the South Coast Members' expense with counsel of their own selection, subject to ID No. 1's reasonable approval. If COMB and the South Coast Members, within a reasonable time after written notice, fails to defend, ID No. 1 shall have the right, but not the obligation, to undertake the defense of, and compromise a settlement (exercising reasonable business judgment), any claim or other matter on behalf, for the account, and at the risk of COMB and the South Coast Members.

3. Notices.

All notices, approvals, acceptances, demands and other communications required or permitted under this Agreement, to be effective, shall be in writing and shall be delivered in person or by U.S. mail (postage prepaid, certified, return receipt requested) or by Federal Express or other similar overnight delivery service to the party to whom the notice is directed at the address of such party as maintained by COMB. Any written communication given by mail shall be deemed delivered two (2) business days after such mailing date and any written communication given by overnight delivery service shall be deemed delivered one (1) business day after the dispatch date. Either party may change its address by giving the other party written notice of its new address as provided above.

4. Other Instruments.

The parties shall, whenever and as often as reasonably requested by the other party, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered any and all documents and instruments as may be necessary, expedient or proper in the reasonable opinion of the requesting party to carry out the intent and purposes of this Agreement, provided that the requesting

party shall bear the cost and expense of such further instruments or documents (except that each party shall bear its own attorneys' fees).

5. Construction.

The provisions of this Agreement should be liberally construed to effectuate its purposes. The language of this Agreement shall be construed simply according to its plain meaning. Whenever the context and construction so requires, all words used in the singular shall be deemed to be used in the plural, all masculine shall include the feminine and neuter, and vice versa.

6. Severability.

If any term, provision, covenant or condition of this Agreement shall be or become illegal, null, void or against public policy, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. The term, provision, covenant or condition that is so invalidated, voided or held to be unenforceable shall be modified or changed by the parties to the extent possible to carry out the intentions and directives stated in this Agreement.

7. Successors and Assigns.

This Agreement shall be binding on and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

8. Waiver.

No waiver of any provision or consent to any action shall constitute a waiver of any other provision or consent to any other action, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit a party to provide a waiver in the future except to the extent specifically stated in writing. Any waiver given by a party shall be null and void if the party requesting such waiver has not provided a full and complete disclosure of all material facts relevant to the waiver requested. No waiver shall be binding unless executed in writing by the party making the waiver.

9. Governing Law.

The validity and interpretation of this Agreement shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws, with venue for all purposes proper only in the County of Santa Barbara, State of California.

10. Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof hereof, it will be necessary to produce only one copy hereof signed by the party to be charged.

11. Joint and Several.

COMB and the South Coast Members shall be jointly and severally responsible for the obligations under this Agreement. This Agreement may be enforced by ID No. 1 against either COMB or the South Coast Members separately or against them jointly.

12. Attorneys' Fees.

If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover actual attorneys' fees and costs which may be determined by the court in the same action or in a separate action brought for that purpose. The attorneys' fees and costs to be awarded shall be made to fully reimburse for all attorneys' fees, paralegal fees, costs and expenses actually incurred in good faith, regardless of the size of the judgment, it being the intention of the parties to fully compensate for all attorneys' fees, paralegal fees, costs and expenses paid or incurred in good faith.

13. Authorizations.

All individuals executing this Agreement and other documents on behalf of the respective parties certify and warrant that they have the capacity and have been duly authorized to so execute the documents on behalf of the entity so indicated. Each signatory shall also indemnify the other parties to this Agreement, and hold them harmless, from any and all damages, costs, attorneys' fees and costs and other expenses, if the signatory is not so authorized.

14. Entire Agreement and Amendment.

This Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature binding except as stated in this Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their right to claim, contest or assert that this Agreement was modified, cancelled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

**SANTA YNEZ RIVER WATER
CONSERVATION DISTRICT
IMPROVEMENT DISTRICT NO. 1:**

President

ATTEST:

Secretary

GOLETA WATER DISTRICT:

President

ATTEST:

Secretary

**CARPENTERIA VALLEY WATER
DISTRICT:**

President

ATTEST:

Secretary

**CACHUMA OPERATION AND
MAINTENANCE BOARD:**

President

ATTEST:

Secretary

CITY OF SANTA BARBARA:

President

ATTEST:

Secretary

MONTECITO WATER DISTRICT:

President

ATTEST:

Secretary

Project Status South Coast Conduit/Upper Reach Reliability Project
Report: Mission Creek South Coast Conduit Crossing and Fish Passage Project

Project	Engineering Design	Environmental Compliance	Land Access/Easement Acquisition	Revegetation Weed Abatement	Mitigation Plans	Bid Process	Construction Management Services	Award Construction
South Coast Conduit/Upper Reach Reliability Project (2nd Barrel)	Technical Specifications Complete 7/30/09.	Final Environmental Impact Statement/ Environmental Impact Report completed February 2009.	Permit to Enter, Right of Way Agreement and Easement Deed complete for all impacted landowners.	Revegetation plan in progress by SAIT Weed abatement of 2nd barrel alignment completed 7/30/09 for 2009 growing season.	Weed Identification and Removal Manual completed March 2009. Draft Special Status Species Protection Plan complete April 2009.	Pre-qualification distributed April 2009.	Construction Management Service awarded to AECOM/Boyle and approved by board 6/22/09.	Evaluation of contractor prequalification's completed. A preliminary bid job walk occurred on 8/20/09. Contractor bids will be accepted beginning 9/10/09.
Mission Creek South Coast Conduit Crossing and Fish Passage Project	Technical Specifications pending.	Initial Study/Draft MND complete April 2009. Final MND pending USBR review. Landowner comments incorporated into Final MND.	Permit to Enter completed by all impacted landowners.	Revegetation plan in progress by SAIT	Biological Resources Survey Report completed February 2009.	Advertise for contractor September 2009.		Award Contract for Construction November 2009.

**Please see Permit Status Tabs for project permit update*

Permit Status: South Coast Conduit/Upper Reach Reliability Project (2nd Barrel)

Agency	Permit	Status	Notes
U.S. Army Corps of Engineers (USACE) Section 404 Permit	Section 404 of the Clean Water Act (CWA) permit	Pending	Pending Section 7 consultation completion with NMFS and USFW
National Marine Fisheries Service (NMFS)	Section 7 of the Endangered Species Act Consultation	Pending	USACE has responded to the NMFS letter requesting some clarification with SAIC input. Awaiting NMFS final review.
U.S. Fish and Wildlife Service (USFWS)	Section 7 of the Endangered Species Act Consultation	Pending	Pending USACE and USBR review
U.S. Bureau of Reclamation	MP620 permit for additions and alternations	Pending	
State Historic Preservation Office	Section 106 of the National Historic Preservation Act review	Pending	Draft CA-SBA-1775 Testing Report completed by Applied Earthworks June 2009. Report concludes that site is not eligible for the National Register, and pipeline may be constructed through it. Currently pending review of Bureau of Reclamation.
Santa Barbara Air Pollution Control District	Authority for enforcing dust control measures	Pending	
Santa Barbara County	Finding of consistency with the General Plan under California Government Code 65402	Pending	
Regional Water Quality Control Board (RWQCB)	Section 401 of the CWA certification: General Permit for Storm Water Discharges Associated with Construction Activity (CWA Section 401) Note: Section 402 Notice of Intent will not be submitted until just before construction	Issued 5/20/2009	Water Quality Certification#34209WQ06 issued.
California Department of Fish and Game (CDFG)	Streambed Alteration Agreement	Issued 7/13/2009	Notification# 1600-2009-0064-R5 issued- CDFG action period expired 7/1/2009 and agreement was issued automatically as a result of expired action period.

Permit Status: Mission Creek South Coast Conduit Cross and Fish Passage Project

Agency	Permit	Status	Notes
U.S. Army Corps of Engineers (USACE) Section 404 Permit	Section 404 of the Clean Water Act (CWA) permit	Pending	Originally submitted to Sacramento office- should go to Crystal Huerta in the Ventura Office. (Per Rosie Thompson.) Will be resubmitted 7/23/09 with AECOM distribution of design specifications.
National Marine Fisheries Service (NMFS)	Section 7 of the Endangered Species Act Consultation	Pending	Pending USACE review.
U.S. Bureau of Reclamation	MP620 permit for additions and alternations	Pending	
State Historic Preservation Office	Section 106 of the National Historic Preservation Act review	Pending	Pending USBR review.
Regional Water Quality Control Board (RWQCB)	Section 401 of the CWA certification: General Permit for Storm Water Discharges Associated with Construction Activity (CWA Section 401)	Pending	
California Department of Fish and Game (CDFG)	Streambed Alteration Agreement	Pending	
Caltrans	Encroachment Permit	Issued	
City of Santa Barbara	Temporary Traffic Control Permit	Issued 5/20/09	Permit #: PBW 2008-01878 verbally issued over phone to Cesar Romero. City does not typically provide hard copy of permit.

**CACHUMA CONSERVATION RELEASE BOARD
AND
CACHUMA OPERATION AND MAINTENANCE BOARD**

MEMORANDUM

DATE: August 31, 2009
TO: CCRB and COMB Board of Directors
FROM: Kate Rees, General Manager
RE: **MOU Between COMB and CCRB for Funding and Construction of Fisheries Projects**

Recommendation:

That the Board approves an MOU between COMB and CCRB for funding and constructing fish passage and habitat improvement projects in the Lower Santa Ynez River watershed.

Discussion:

The Santa Ynez River fisheries work is normally budgeted through the CCRB/ID1 Budget, and CCRB regularly applies for grant funding from the California Department of Fish and Game, NOAA Fisheries, the State Coastal Conservancy, and others to offset the cost of these projects. Recently, the granting agencies have requested proof of insurance, among other things, and have not accepted COMB's general liability insurance if the construction contract was with CCRB. In addition, COMB as the CEQA lead agency for the Lower Santa Ynez River Fish Management Plan and Cachuma Project Biological Opinion, certified the EIR and approved the Project, which included all the fisheries projects specified in the FMP/BO, except for the Hilton Creek Culvert on Highway 154. With approval of the "Project", COMB is identified as the local agency responsible for implementing the fish projects.

Attached is an MOU between CCRB and COMB, authorizing COMB to construct fish passage and habitat improvement projects on the Lower Santa Ynez River and its tributaries. ID1 has conditioned its approval of paying its share of the El Jaro Creek Cross Creek Ranch Fish Passage Project on such an agreement. Staff is recommending approval of the MOU.

Respectfully submitted,



Kate Rees
General Manager

**MEMORANDUM OF UNDERSTANDING BETWEEN
CACHUMA OPERATION AND MAINTENANCE BOARD AND
CACHUMA CONSERVATION RELEASE BOARD
REGARDING GRANT AGREEMENTS AND CONSTRUCTION CONTRACTS FOR
SOUTHERN STEELHEAD IMPROVEMENT PROJECTS**

RECITALS

1. Cachuma Conservation and Release Board (“CCRB”) is a California Joint Powers Agency which is responsible for, among other things, implementing the fisheries projects in the lower Santa Ynez River as specified in the Cachuma Project Biological Opinion and Lower Santa Ynez River Fish Management Plan.
2. Cachuma Operation and Maintenance Board (“COMB”) is a California Joint Powers Agency which operates and maintains the Cachuma Project water conveyance system and, among other things, sometimes constructs physical passage and habitat improvements in the lower Santa Ynez River and its tributaries for the betterment of endangered Southern Steelhead.
3. CCRB regularly applies for and receives grant funding from the California Department of Fish and Game, California Coastal Conservancy, NOAA Fisheries, and other granting agencies (collectively the “Grantors”) for the purpose of financially assisting with the design and construction costs of steelhead projects in the lower Santa Ynez River to improve passage and habitat for steelhead.
4. Acting as the CEQA lead agency, in February 2004, COMB certified the Final Program and Project Specific Environmental Impact Report/Environmental Impact Statement for the Lower Santa Ynez River Fish Management Plan and Cachuma Project Biological Opinion for Southern Steelhead Trout (“FMP/BO EIR/EIS”), and approved the management actions and projects in the FMP/BO (“Project”) for the purpose of funding and implementing the Project.
5. In the interest of efficiency and conservation of fiscal resources, CCRB wishes COMB to construct certain physical steelhead passage and habitat improvements in the lower Santa Ynez River and its tributaries.

AGREEMENT

1. COMB agrees to contract for and provide engineering oversight for the construction of steelhead passage and habitat improvements.
2. CCRB authorizes COMB to construct steelhead passage and habitat improvements in the lower Santa Ynez River and its tributaries, and agrees to advance grant funds and budgeted funds to COMB to pay for the costs of the improvements.
3. COMB agrees to be bound by the terms and conditions of all grant agreements between CCRB and the Grantors.
4. CCRB agrees to indemnify and hold harmless Grantors for any acts of COMB or its contractors in carrying out the steelhead passage and habitat improvement projects.

Cachuma Conservation Release Board

Jan Abel, President

Dated: August ____, 2009

Cachuma Operation & Maintenance Board

Das Williams, President

Dated: August ____, 2009

PROPOSITION 84
Steering Committee Meeting-Conference Call
Wednesday, August 5, 2009
10:30 a.m. – 12:00 p.m.

Conference Phone Number: 805.681.5400
Passcode: 506373

AGENDA

10:30

Welcome & Introductions
Public Comment for Items not on the Agenda

10:40

Update on the revised MOU
Discussion - Steering Committee Values, Guiding Principles, Mission
Discussion - Functions of the Steering Committee
Discussion of an IRWM logo

11:20

Update & Options on the Scope of Work & Budget for the Project Selection Process
Discussion on Guiding Language & Foci of Prop 84, SB 1xx, CC Region Basin Plan
Discussion on Expanded Public Outreach & Stakeholder List
Overview/Discussion – Prop 84 Communication Policy

11:45

Next Steps
Schedule Next Meeting

Adjourn

— DRAFT —

Steering Committee's Declaration of Purpose

Preamble

Since the development of the Integrated Regional Water Management Plan and with the application for the Regional Acceptance Process, the cooperating partners have established a steering committee to provide overall guidance and to assist in the decision making process.

The Steering Committee will play an integral role in the update of the Santa Barbara Region's IRWMP in addition to a leadership role in the competitive grant process for funding under Propositions 84 and SB1xx. The Santa Barbara County Cooperating Partner's Steering Committee will hold routine meetings with its area's stakeholders (water supply, flood control, water quality, agricultural community, NGOs, etc.) to develop, plan, and prioritize their regional needs and projects consistent with funding mandates under the formerly mentioned Propositions. The Steering Committee will meet as often as necessary to discuss the region's characteristics, needs, and challenges for updating the IRWMP. This Steering Committee's guidance and process will help to ensure the most effective projects are selected by region in order to plan effectively for their area on an ongoing basis.

Core Values

- Protection of drinking water and water resources.
- Protection from catastrophic floods.
- Protection of rivers, lakes and streams from pollution, loss of water quality and destruction of habitat.
- Protection of beaches, bays and coastal waters for future generations.
- Revitalize communities to make them sustainable and livable.
- Reduce contributions to global warming.
- Improve adaptability of water and flood control systems.
- Investment of public funds must result in public benefit.

Roles and Responsibilities

- ❖ The Steering Committee shall implement a public participation process that shall include regular workshops for stakeholders and other interested parties as well as establishing and maintaining a website pertaining to Proposition 84 and 1-E that is accessible to the Cooperating Partners and the public.
- ❖ Participate in the interagency process involving DWR and/or Central Coast interests relating to Proposition 84 and 1-E. This participation will include review and comment on draft guidelines for Props 84/1E, attendance at DWR workshops and meetings on Prop 84/1E and meetings with other Central Coast Region IRWM planning areas.
- ❖ Cooperating Partners shall participate in meetings and the planning process, and in group decisions pertaining to revision of the IRWMP, including preparation of a proposal for a planning grant.

— DRAFT —

Funding Under Proposition 84

Projects or programs in an IRWMP have to accomplish (any) of the following:

- (a) Reduce water demand through agricultural and urban water use efficiency.
- (b) Increase water supplies for any beneficial use through the use of any of the following, or other, means:
 - (1) Groundwater storage and conjunctive water management.
 - (2) Desalination.
 - (3) Precipitation enhancement.
 - (4) Water recycling.
 - (5) Regional and local surface storage.
 - (6) Water-use efficiency.
 - (7) Stormwater management.
- (c) Improve operational efficiency and water supply reliability, including conveyance facilities, system reoperation, and water transfers.
- (d) Improve water quality, including drinking water treatment and distribution, groundwater and aquifer remediation, matching water quality to water use, wastewater treatment, water pollution prevention, and management of urban and agricultural runoff.
- (e) Improve resource stewardship, including agricultural lands stewardship, ecosystem restoration, flood plain management, recharge area protection, urban land use management, groundwater management, water-dependent recreation, fishery restoration, including fish passage improvement, and watershed management.
- (f) Improve flood management through structural and nonstructural means, or by any other means.

Projects that may be funded pursuant to Proposition 84 must be consistent with an adopted integrated regional water management plan (or its functional equivalent as defined in the department of Water Resources' Integrated Regional Water Management Guidelines), and must provide multiple benefits, and must include one or more of the following project elements:

- (1) Water supply reliability, water conservation and water use efficiency.
- (2) Storm water capture, storage, clean-up, treatment, and management.
- (3) Removal of invasive non-native species, the creation and enhancement of wetlands, and the acquisition, protection, and restoration of open space and watershed lands.
- (4) Non-point source pollution reduction, management and monitoring.
- (5) Groundwater recharge and management projects.
- (6) Contaminant and salt removal through reclamation, desalting, and other treatment technologies and conveyance of reclaimed water for distribution to users.

- (7) Water banking, exchange, reclamation and improvement of water quality.
- (8) Planning and implementation of multipurpose flood management programs.
- (9) Watershed protection and management.
- (10) Ecosystem and fisheries restoration and protection.

(b) The Department of Water Resources shall give preference to proposals that satisfy the following criteria:

- (1) Proposals that effectively integrate water management programs and projects within a hydrologic region identified in the California Water Plan; the Regional Water Quality Control Board region or subdivision or other region or sub-region specifically identified by the department.
- (2) Proposals that effectively integrate water management with land use planning.
- (3) Proposals that effectively resolve significant water-related conflicts within or between regions.
- (4) Proposals that contribute to the attainment of one or more of the objectives of the CALFED Bay-Delta Program.

Not more than 5% of the funds provided under Prop 84 may be used for grants or direct expenditures for the development, updating or improvement of integrated regional water management plans. That works out to \$250,000.00

Funding Under SB1xx

Funding under SB1xx focuses on:

- 1) Projects that address critical water supply or water quality needs for DACs;
- 2) Agricultural and urban water conservation projects needed to meet 20X2020 goal

**IRWM Project Selection Process
Santa Barbara County**

Cooperating Partners Meeting

July 23, 2009

Agenda

- **DWR Prop 84 Guidelines work-around**
- **Review of Prop 84 IRWM Plan requirements**
- **Multi-criteria decision tool**
- **Overview of project selection process**
- **Workshop content**
- **Decisions for today**

Decisions for Today

Agreement on...

- Proceed with project selection process?
- Project selection team members
- The process (goals, steps, and timetable)
- Team member responsibilities (i.e. attendance at workshops, authority to represent organization, provide project info for short and long form, assistance at public workshop, etc.)
- Communications

Review

Prop 84 IRWM Plan Requirements

- Public outreach to wide range of stakeholders
- Identify all objectives and conflicts in region
- Include all CA Water Plan strategies
- Consider Basin Plan objectives
- Utilize integrated/multi-benefit approach to project selection and design
- Consider greenhouse gas emissions/climate change
- Must have performance measures that achieve objectives
- Monitoring required

Review

Prop 84 IRWM Plan Requirements

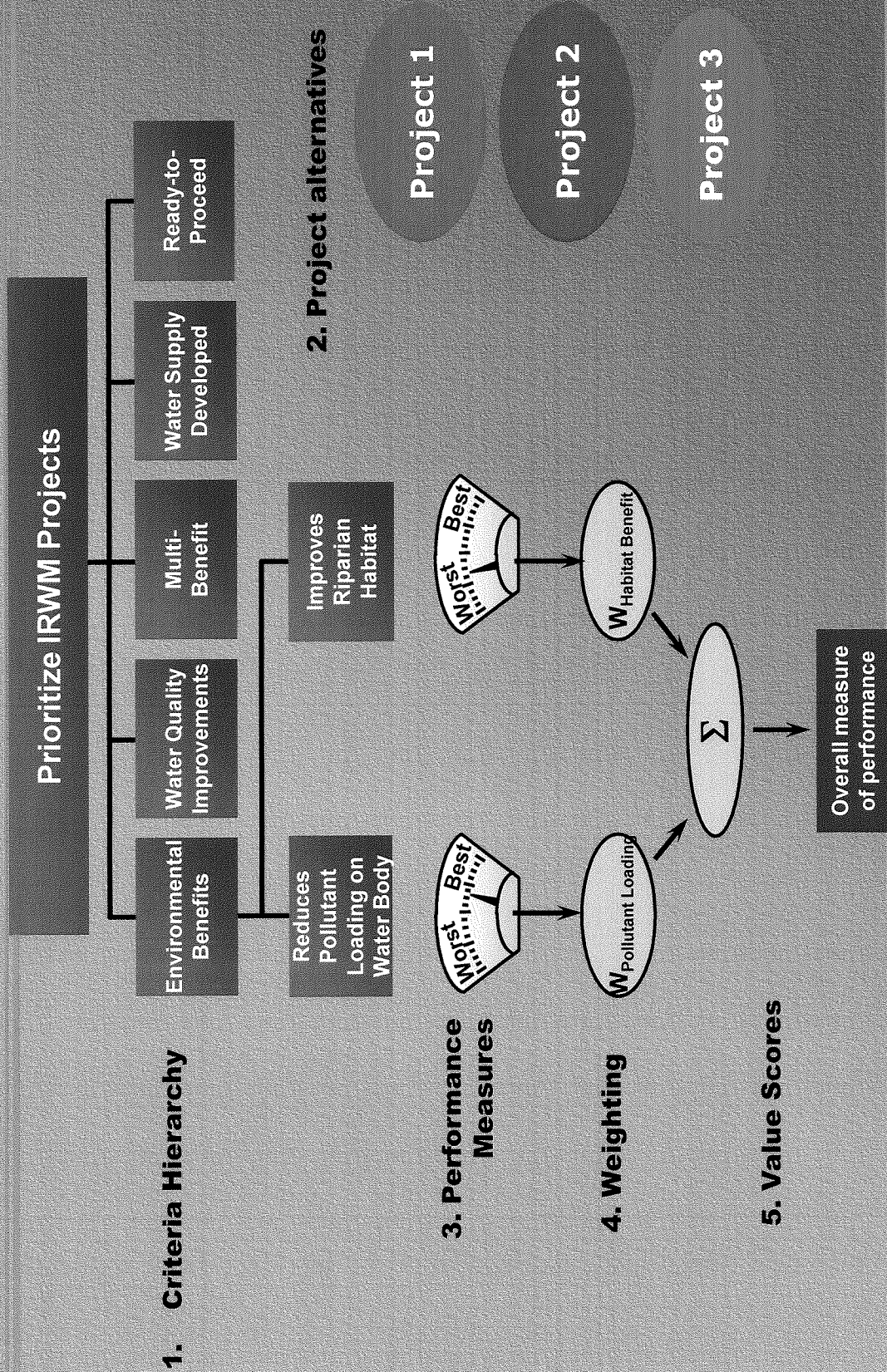
Preference to Projects and Programs that:

- **Incorporate land-use planning**
- **Integrate projects/programs in hydrological region**
- **Solve conflict within or between regions**
- **Meet CALFED goals**
- **Incorporate DAC projects**
- **Include multi-benefit projects**

Multi-Criteria Decision Tool

- Based on principles of multi-attribute utility and axioms of preference
- Used widely for many types of public sector decisions (i.e., triple bottom line)
 - Prioritizing capital budgets
 - Siting facilities
 - Selecting among competing alternatives for major infrastructure projects (water supply sources, habitat management options, site remediation technologies, master plans, transportation corridors)

Value Modeling Overview



Benefits of Process and Use of Multi-Criteria Decision Tool

- Employs transparent and interactive group decision-making process
- Utilizes broad range of knowledge and expertise from stakeholders
- Systematic approach to collect/organize data
- Evaluates trade-offs between multiple values and objectives of each of the stakeholders
- Helps reach consensus with public

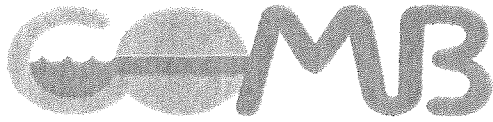
IRWM Project Selection Process 2009 - 2010

July	August	September	October	November	December	January	February	March
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Project Setup

- ▲ 1st Project Selection Workshop
- ▲ DWR Draft Prop 84 Guidelines Issued
- ▲ Project Building Workshop
- ▲ Project Info Form Completed by Proponents
- ▲ 2nd Project Selection Workshop
- ▲ Public Workshop
- 3rd Project Selection Workshop ▲
- 4th Project Selection Workshop ▲
- Optional Workshop ▲

FYI



August 4, 2009

Tom Mosby, General Manager
Montecito Water District
583 San Ysidro Road
Santa Barbara, CA 93108

Charles Hamilton
Carpinteria Valley Water District
1301 Santa Ynez Avenue
Carpinteria, CA 93013

RE: South Coast Conduit Metering Analysis and Recommendations

Dear Tom and Charles:

This is in reply to Tom's May 27, 2009 letter and a follow up to the July 15, 2009 meeting regarding the South Coast Conduit (SCC) metering for Carpinteria Valley Water District. Tom's letter correctly summarized the current situation regarding the inaccuracy of COMB's 1950's vintage lateral meters in the Carpinteria reach of the SCC, and the reasons why it is impractical to try and replace them. Instead, in about July 2008, COMB, Montecito Water District (MWD), and Carpinteria Valley Water District (CVWD) agreed to use COMB's Boundary Meter on an interim basis to measure CVWD's Cachuma water deliveries until sufficient analyses could be carried out to determine the accuracy of the Boundary Meter.

Tom's letter stated that CVWD and COMB opposed using the Ortega South Flow meter as the optimum location for metering water delivered to CVWD, which is not actually true. Although COMB was of the opinion that using the Boundary Meter would be the most efficient way to meter the water to CVWD, we all acknowledged that permanent use of the Boundary Meter was dependent on its accuracy. We also agreed that another viable alternative may be to use the Ortega South Flow meter, taking into account the four lateral meters between the Ortega South Flow and the Boundary Meter. To this end, the analysis MWD provided prompted the July 15th meeting to discuss a most appropriate permanent metering approach.

At the meeting, CVWD pointed out a few discrepancies they had with MWD's Ortega South Flow Meter analysis, and also questioned the Boundary Meter reads as shown on COMB's SCADA screen vs. manual meter reads at the keypad with regard to accurately metering both east and west flows through the meter. Robert Dunlap, COMB's Operations Foreman, recently carried out a more in depth study of the accuracy of the Boundary Meter, and presented some new information that had not been provided previously. The SCADA screen shows reads for both east and west flows, however, they are not totalized. Since COMB starting using the Boundary Meter for billing CVWD Cachuma water use, we have only

provided the east flow SCADA read. The west flow was not taken into account. On the keypad, however, both east and west flows are recorded.

COMB staff tested the Boundary Meter during the week of June 15-19, 2009 while investigating the totalizer reads at the Boundary Meter keypad. Technical support for Marsh-McBirney (the manufacturer) confirmed that a scaling method was an appropriate method for obtaining forward (east) and reverse (west) flows. The 4 to 20ma scaling was verified to be scaled from -6 to +13mgd. It was also discovered that the totalizer records net flow accurately (east flow minus any west flow is totalized). Beginning June 29th, an audit of the Boundary Meter keypad totalizer reads was compared to the east and west flow totalizer reads from the COMB SCADA. Flow totals and runtimes were conducted, and COMB staff determined that the Boundary Meter keypad totalizer was indeed a net flow totalizer and working properly. The calibration parameters were also correct.

Date	Boundary Keypad Total	Daily Usage	Boundary SCADA East	Daily Usage	Boundary SCADA West	Daily Usage	East-West Total	% Diff.
6/29/2009	7358.671		64.253		291.711			
6/30/2009	7363.064	4.393	68.637	4.384	291.729	0.018	4.366	-0.61461
7/1/2009	7364.59	1.526	70.117	1.48	291.729	0	1.48	-3.01442
7/6/2009	7384.413	19.823	89.845	19.728	291.801	0.072	19.656	-0.84246
7/7/2009	7389.825	5.412	95.229	5.384	291.801	0	5.384	-0.51737
7/8/2009	7396.797	6.972	102.169	6.94	291.801	0	6.94	-0.45898
7/9/2009	7399.093	2.296	104.384	2.215	291.801	0	2.215	-3.52787
7/13/2009	7418.956	19.863	124.154	19.77	291.801	0	19.77	-0.46821
7/14/2009	7423.653	4.697	128.813	4.659	291.801	0	4.659	-0.80903
7/15/2009	7427.396	3.743	132.526	3.713	291.801	0	3.713	-0.8015
7/16/2009								
7/17/2009		0		0		0	0	#DIV/0!
7/20/2009		0		0		0	0	#DIV/0!
7/21/2009		0		0		0	0	#DIV/0!
7/22/2009		0		0		0	0	#DIV/0!
7/23/2009		0		0		0	0	#DIV/0!
7/24/2009		0		0		0	0	#DIV/0!
7/27/2009		0		0		0	0	#DIV/0!
7/28/2009		0		0		0	0	#DIV/0!
7/29/2009		0		0		0	0	#DIV/0!
7/30/2009				0		0	0	#DIV/0!
	Totals	68.725		68.273		0.09	68.183	-0.78865

At the meeting, there was general consensus that if the Boundary Meter was determined to be accurately metering the water, then it could be used permanently. However, more time was needed to be sure this was the case. Therefore, it was agreed by all three agencies to have COMB continue monitoring the Boundary Meter for an additional six months, and track the Ortega South Flow Meter reads against the Boundary Meter reads. COMB will also continue

reading the Boundary Meter keypad rather than using SCADA reads for measuring CVWD's monthly water deliveries.

We will meet again in January 2010 to decide on a recommendation for our respective Boards regarding the best metering option for the Carpinteria reach of the SCC. Thank you both for your recommended approaches to resolving the Cachuma water metering issues.

Very best regards,



Kate Rees
General Manager

cc: Robert Dunlap, COMB
Dave Ault, COMB
Alex Keuper, Carpinteria Valley Water District
Bob McDonald, Carpinteria Valley Water District

kr.comb/SCC metering/Rees to Mosby&Hamilton_080409



United States Department of the Interior



BUREAU OF RECLAMATION
South-Central California Area Office
1243 N Street
Fresno, California 93721-1813

IN REPLY REFER TO:
SCC-414/440
WTR-4.00

AUG 17 2009

AUG 19 2009

Ms. Kate Rees
Cachuma Operation and Maintenance Board
3301 Laurel Canyon Road
Santa Barbara, CA 93105-2017

Subject: Transmittal and Disapproval of Project Water Delivery Schedule for 2009-2010 Water Year, Cachuma Project (Project) – Santa Barbara, California (Letter dated July 1, 2009)

Dear Ms. Rees:

The Bureau of Reclamation has received a copy of the Cachuma Operation and Maintenance Board (COMB) letter and attachments identifying the Project water schedule for the 2009-2010 Water Year, as required by Long-Term Renewal Contract Number 175r-1802R.

The submitted Project water delivery schedule is for 25,714 acre-feet from October 1, 2009 through September 30, 2010 and reflects both the Irrigation and Municipal and Industrial Water use projections for each Member Unit.

The projected schedule identifying the Project water needs for the upcoming Water Year is not approved. This is based upon the requirement in Article 3(g) of Contract Number 175r-1802R, "Contract Between the United States and Santa Barbara County Water Agency Providing For Water Service From The Project," executed April 14, 1996, which states "Twenty calendar days after the end of each month, the Contractor shall submit a water delivery report to the Contracting Officer showing separately for the prior month actual deliveries of Irrigation Water and M&I Water to each Cachuma Member Unit and any transferee." As of this date, COMB has not submitted the actual water delivery information for the period September, 2008 through present. Once the past due actual water delivery information is received by Reclamation for the period mentioned above, an approval of the 2009-2010 estimated schedule will be transmitted to COMB and all the Cachuma Member Units.

If you have any questions concerning this matter, please call me at 559-487-5041 or at 800-735-2929 for the hearing impaired.

Sincerely,

Valerie Curley
Chief, Contract Administration Branch

Enclosures

cc: (Continued on Next Page)

cc: (Continued from Previous Page)

Mr. Robert Almy
Water Manager
Santa Barbara County Water Agency
123 East Anapamu Street, Suite 240
Santa Barbara, CA 93101-2058

Carpinteria Valley Water District
1301 Santa Ynez Avenue
Carpinteria, CA 93014

Goleta Water District
4699 Hollister Avenue
Goleta, CA 93110-1999

Montecito Water District
583 San Ysidro Road
Montecito, CA 93108-2124

City of Santa Barbara
P.O. Box 1990
Santa Barbara, CA 93102-1990

Santa Ynez River Water Conservation District,
Improvement District No. 1
P.O. Box 157
Santa Ynez, CA 93460-0157
(w/enclosures)

CACHUMA OPERATION & MAINTENANCE BOARD
3301 Laurel Canyon Road
Santa Barbara, CA 93105
(805) 687-4011 FAX (805) 569-5825

July 1, 2009

VIA ELECTRONIC MAIL

Rena Ballew, Contract Repayment Specialist
US Bureau of Reclamation
South-Central California Area Office
1243 "N" Street
Fresno, CA 93721

Re: Supply To Be Delivered, Etc., for the 2009-2010 Water Year - Cachuma Project

Dear Ms. Ballew,

Pursuant to Article No. 3 of Contract No. I75r-1802R (Renewal Master Contract) and Article No. 13 of the Member Unit Contracts for the Cachuma Project, please find enclosed the following attachments:

- Attachment A - Proposed Supply To Be Delivered for the 2009-2010 Water Year.
- Attachment B - Proposed Delivery Schedule for the 2009-2010 Water Year.
- Attachment C - Estimate of Projected Water Deliveries for the Remainder of the Repayment Period (October 1, 2009 to September 30, 2015).

Also enclosed for your information are two spreadsheets (Attachment D) "Entitlement Request Breakdown - AG / M&I", showing the district's AG / M&I breakdown for the 1st and 2nd periods. It is understood that the Bureau of Reclamation will use this information to calculate water rates for the 2009-2010 Water Year in accordance with Article No. 6 of the Renewal Master Contract. As noted in previous years the calculations should reflect that entitlement obligation previously held by Summerland Water District is now included with that held by Montecito Water District, and Summerland Water District should no longer be shown as a Member Unit. Please reference the third recital and Article No. 3 (c) of the Renewal Contract in this regard.

Just as a reminder, as the Member Units have elected, in accordance with Article No. 13 of the Member Unit Contracts, to act jointly through the Cachuma Operation and Maintenance Board in this matter. Reclamation is requested to provide this office with copies of all future correspondence required by the Renewal Master Contract to be transmitted by Reclamation to the Contractor, Santa Barbara County Water Agency.

Sincerely,

Janet L. Gingras

Janet L. Gingras
Administrative Manager

cc: Cachuma Member Units
Santa Barbara County Water Agency

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