

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

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

Monday, December 20, 2010

Approximate Start Time
2:45 p.m.

AGENDA

- 1. COMB CALL TO ORDER, ROLL CALL** (COMB Board of Directors.)
- 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.)
- 3. [CLOSED SESSION] CONFERENCE WITH LEGAL COUNSEL REGARDING ANTICIPATED LITIGATION, PURSUANT TO GOVERNMENT CODE SECTION 54956.9(c) (one case)**
- 4. CONSENT AGENDA** (For Board action by vote on one motion unless member requests separate consideration.)
 - a. Minutes November 22, 2010 Regular Board Meeting
 - b. Investment of Funds
 - Financial Reports
 - Investment Reports
 - c. Payment of Claims
 - d. 2011 CCRB/COMB Board and COMB Operating Committee Meeting Schedule
- 5. REPORTS FROM THE MANAGER**
 - a. Cachuma Water Reports
 - b. Operations Report
 - c. **Verbal Report** - Meeting with Deputy Regional Director at ACWA Fall Conference, Indian Wells, November 30 – December 3, 2010 Regarding COMB Capital Improvement Needs
 - d. Propositions 50 and 84 Process Update
 - e. Quagga Mussel Inspection Reports – County of Santa Barbara
 - f. Extension of County Parks Recreation Agreement for Cachuma Park
 - g. Cachuma Reservoir Current Conditions

6. **2nd PIPELINE PROJECT**
 - a. Project Status Report
 - b. Permit and NEPA Status Report
 - c. Revised Funding and Project Approval Schedule
 - d. Consider Letter to CVWD Requesting Reconsideration of Cost Sharing in 2nd Pipeline Project
7. **CONSIDER COMB LETTER TO CALIFORNIA HIGHWAY PATROL IN SUPPORT OF SANTA BARBARA COUNTY BOARD OF SUPERVISORS REQUEST TO BAN TRUCKS CARRYING HAZARDOUS MATERIALS ON HIGHWAY 154**
8. **CONSIDER APPROVAL OF COMB LAND USE AUTHORIZATION POLICY**
9. **CONSIDER APPROVAL OF PROFESSIONAL AGREEMENTS WITH: CARDNO-ENTRIX, NORTHWEST HYDRAULICS, HDR AND MELINDA**
10. **NOTIFICATION OF KATE REES' RETIREMENT AS COMB'S GENERAL MANAGER AND APPOINTMENT OF AD HOC GENERAL MANAGER SEARCH/TRANSITION COMMITTEE**
11. **DIRECTORS' REQUEST FOR AGENDA ITEMS FOR NEXT MEETING**
12. **MEETING SCHEDULE**
 - January 24, 2011 following CCRB at 2:15 P.M., COMB Office
 - Board Packages Available on COMB Website
www.cachuma-board.org
13. **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, November 22

1. Call to Order, Roll Call

The meeting was called to order at 4:59 p.m. by President Lauren Hanson who chaired the meeting. Those in attendance were:

Directors present:

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

Others present:

Kate Rees	William Hair
Danna Mc Grew	Stacey Hansen
Sarah Knecht	John McInnes
Adelle Capponi	Sonja Fernandez
Ruth Snodgrass	Charles Hamilton
Russell Ruiz	Bill Ferguson

Director Williams stepped out of the meeting at 5:02 pm.

2. Public Comment

There were no comments from the public.

3. Consent Agenda

a. Minutes:

October 25, 2010 Regular Board Meeting

b. Investment Funds

Financial Reports
Investment Report

c. Payment of Claims

Director Morgan moved to approve the consent agenda as presented, seconded by Director Lieberknecht, passed 5/0/2, Director Williams was absent.

Director Williams returned to the meeting at 5:08 pm.

4. Report From The Auditor For Fiscal Year 2009-2010: Recommendation to Accept The Audit

The Financial Statements for the fiscal year ended June 30, 2010 and the Independent Auditor's Report were prepared by Bartlett Pringle & Wolf, and were included in the board packet. Danna McGrew, Partner and Stacey Hanson, Audit Manager summarized the FY 2009-10 audit for the Board of Directors. The auditors did not identify any management concerns or reportable conditions in conducting the audit and issued a clean opinion.

The Auditors met with the Finance Committee, Director Hanson and Director Morgan, to review the audit with them prior to the Board meeting.

Several corrections and changes were noted by staff and the auditors to be reflected in the Final Audit report.

Director Williams moved to accept the Financial Statements for the fiscal year ended June 30, 2010 and the Independent Auditor's Report, seconded by Director Morgan, passed 7/0/0.

5. Reports From the Manager

a. Operations Report

The Operations Report was included in the board packet.

b. COMB Operating Committee Meeting, October 6, 2010

Included in the board packet were the summary meeting notes from the October 6, 2010 meeting, the next meeting will be January 5, 2011.

c. Finance Committee Meeting, November 12, 2010

Director Hanson reported on the November 12th meeting indicating that employee benefits and salaries were discussed; additional information was requested from staff. Director Morgan will also provide some additional compensation information being researched by MWD when the Finance Committee meets again in January. After the material has been reviewed at the committee level, staff will develop a recommendation for the Board.

d. Propositions 50 and 84 Process Update

Ms. Rees included updated information in the board packet. Ms. Rees reported that the SWCB had requested confirmation of the amendments submitted for the projects. COMB confirmed the schedule change for Prop 50. Prop 84 Round One grant applications are being developed.

e. General Manager's Meeting with Reclamation Deputy Commissioners, November 11, 2010

Ms. Rees reported on her meeting with three Reclamation Deputy Commissioners. She was seeking direction on finding funding for Long-Term Capital improvement needs for the Cachuma Project. Ms. Rees will continue this topic with Don Glaser, Mid-Pacific Regional Director at the ACWA

Conference in December. Ms. Rees also stressed the importance of Reclamation's support during the upcoming Biological Opinion Reconsultation.

- f. **Quagga Mussel Inspection Reports – County of Santa Barbara**
The Quagga Mussel Inspection monthly report from the County of Santa Barbara was included in the board packet.

- g. **Cachuma Reservoir Current Conditions**

Date 11/22/2010

Lake Elevation	735.59 feet
Storage	147,136 acre feet
Rain (for the month to date)	1.34 inches
Rain YTD (for the season to date)	2.76 inches
Fish Release-Hilton	271.4 acre feet for the month
Month to Date Spill	0 acre feet
Year to Date Spill	0 acre feet

6. **2nd Pipeline Project**

- a. **Project Status Report**

The project status report was included in the board packet.

- b. **Permit and NEPA Status Report**

The permit status report was included in the board packet. Ms. Rees reported that the final reports, "Identification and Evaluation of Historic Properties- Tecolote Tunnel South Portal Vault, Tailings, and Construction Access Road" and the "Buried Site Assessment at Two Locations" have been completed and approved by Reclamation. A letter of no adverse effect will now be submitted by Reclamation to SHPO for a 30 day review.

The EIS has been completed by Reclamation and has been reviewed by COMB. The completed EIS will be sent to Washington D.C. and posted in the Federal Registry for 30 days.

- c. **Revised Funding Process and Project Approval Schedule**

A revised schedule was included in the board packet.

- d. **Consider Third Extension of Construction Bid from Blois Construction, Inc.**

Ms. Rees reported that Jim Blois has agreed to another sixty (60) day extension to the bid for the Upper Reach Reliability Project, said period ending February 11, 2010.

Director Williams moved to extend the agreement between COMB and Blois Construction, Inc. for the award of contract by an additional sixty (60) days, seconded by Director Morgan, passed 6/0/1, Director Bettencourt abstained.

7. **COMB Resolution No. 515 Commendation For Lee Bettencourt**

President Hanson presented Resolution No. 515 to Lee Bettencourt upon his leaving office as a Director of COMB.

Director Morgan moved to approved Resolution No. 515 commendation for Director Bettencourt, seconded by Director Williams, a roll call vote was taken, passed 6/0/1, Director Bettencourt abstained.

8. COMB Resolution No. 514 Commendation For Das Williams

President Hanson presented COMB Resolution 514 and CCRB Resolution 10-10 to Director Williams upon his leaving office as a Director of COMB and CCRB.

Director Morgan moved to approve Resolution 514 commendation for Director Williams, seconded by Director Lieberknecht, a roll call vote was taken, passed 5/0/2, Director Williams abstained.

9. Directors' Request for Agenda Items for Next Meeting

Director Morgan requested that a Finance Committee meeting be scheduled to discuss COMB benefits/salaries.

10. Meeting Schedule

The next regular Board meeting will be held December 20, 2010 following the CCRB meeting at 2:15 P.M.

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

11. COMB Adjournment

There being no further business, the meeting was adjourned at 5:48 p.m.

Respectfully submitted,

Kate Rees, Secretary of the Board

APPROVED:

Approved _____

Unapproved _____

Lauren Hanson, President of the Board

ITEM # 4a
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COMB
Statement of Net Assets
 As of November 30, 2010

	Nov 30, 10
ASSETS	
Current Assets	
Checking/Savings	
1050 · GENERAL FUND	223,805.39
1100 · REVOLVING FUND	5,558.14
TRUST FUNDS	
1210 · WARREN ACT TRUST FUND	68,655.02
1220 · RENEWAL FUND	5,013.65
Total TRUST FUNDS	73,668.67
Total Checking/Savings	303,032.20
Other Current Assets	
1010 · PETTY CASH	400.00
1200 · LAIF	774,959.18
1300 · DUE FROM CCRB	57,520.95
1303 · Bradbury SOD Act Assmnts Rec	62,658.00
1304 · Lauro Dam SOD Assesmnt Rec	18,797.00
1400 · PREPAID INSURANCE	15,421.72
1401 · W/C INSURANCE DEPOSIT	6,529.00
Total Other Current Assets	936,285.85
Total Current Assets	1,239,318.05
Fixed Assets	
1500 · VEHICLES	338,973.52
1505 · OFFICE FURN & EQUIPMENT	237,869.91
1510 · MOBILE OFFICES	97,803.34
1515 · FIELD EQUIPMENT	377,491.28
1525 · PAVING	22,350.00
1550 · ACCUMULATED DEPRECIATION	-852,476.18
Total Fixed Assets	222,011.87
Other Assets	
1910 · LT Bradbury SOD Act Assess Rec	5,623,581.07
1920 · LT Lauro SOD Act Assess Rec	965,337.00
Total Other Assets	6,588,918.07
TOTAL ASSETS	8,050,247.99
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2200 · ACCOUNTS PAYABLE	63,889.98
Total Accounts Payable	63,889.98
Other Current Liabilities	
2565 · ACCRUED INTEREST SOD ACT	87,008.00
2550 · VACATION/SICK	104,583.27
2561 · BRADBURY DAM SOD ACT	62,658.61
2563 · LAURO DAM SOD ACT	18,797.00
2590 · DEFERRED REVENUE	73,668.67
Payroll-DepPrm Admin	30.00
Payroll-CCRB DepPrm	9.24
Payroll-DepPrm Ops	13.86
Total Other Current Liabilities	346,768.65
Total Current Liabilities	410,658.63
Long Term Liabilities	
2602 · LT SOD Act Liability-Bradbury	5,623,581.07
2603 · LT SOD Act Liability - Lauro	965,337.00
2604 · OPEB LT Liability	96,113.00
Total Long Term Liabilities	6,685,031.07

2:50 PM
12/15/10
Accrual Basis

COMB
Statement of Net Assets
As of November 30, 2010

	<u>Nov 30, 10</u>
Total Liabilities	7,095,689.70
Equity	
3000 · Opening Bal Equity	0.95
3901 · Retained Net Assets	535,561.51
Net Income	418,995.83
Total Equity	<u>954,558.29</u>
TOTAL LIABILITIES & EQUITY	<u><u>8,050,247.99</u></u>

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COMB
Statement of Revenues and Expenditures Budget vs. Actual
 July through November 2010

	Jul - Nov 10	Budget	\$ Over Budget	% of Budget
Income				
3000 REVENUE				
3001 - O&M Budget (Qtrly Assessments)	1,131,767.12	2,034,244.00	-902,476.88	55.6%
3004 - WIP Revenue	171,220.00			
3007 - Renewal Fund	0.00			
3008 - 2010 Bond Repmt Rev (GWD-City)	0.00	487,500.00	-487,500.00	0.0%
3010 - Interest Income	666.01			
Total 3000 REVENUE	1,303,653.13	2,521,744.00	-1,218,090.87	51.7%
Total Income	1,303,653.13	2,521,744.00	-1,218,090.87	51.7%
Gross Profit	1,303,653.13	2,521,744.00	-1,218,090.87	51.7%
Expense				
4000 - Reconciliation Discrepancies	0.15			
3100 - LABOR				
3101-E - Engineer	32,114.36			
3101-A - Ops Supervisor	37,793.03			
3101-H - Holiday Leave	5,191.58			
3101-S - Sick Leave	40,218.15			
3101-V - Vacation Leave	20,054.10			
3102 - Meter Reading	1,282.72			
3103 - SCC Ops	50,615.58			
3104 - Veh & Equip Mtce	3,974.02			
3105 - SCADA	724.40			
3106 - Rodent Bait	1,027.17			
3107 - NORTH PORTAL				
3107-1 - NP INTAKE TOWER				
3107-1b - Cleaning	940.71			
3107-1f - Operations	219.00			
Total 3107-1 - NP INTAKE TOWER	1,159.71			
3107-2 - NP CONTROL STATION				
3107-2a - Maintenance	597.08			
3107-2d - Weed Management	1,203.58			
3107-2j - Rehabilitation	113.55			
Total 3107-2 - NP CONTROL STATION	1,914.21			
3107-3 - NP TECOLOTE TUNNEL				
3107-3a - Maintenance	157.13			
3107-3j - Rehabilitation	1,105.39			
Total 3107-3 - NP TECOLOTE TUNNEL	1,262.52			
Total 3107 - NORTH PORTAL	4,336.44			
3108 - GLEN ANNE				

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2:51 PM

12/15/10

Accrual Basis

COMB
Statement of Revenues and Expenditures Budget vs. Actual
 July through November 2010

	Jul - Nov 10	Budget	\$ Over Budget	% of Budget
TOTAL				
3108-1 - GA SOUTH PORTAL				
3108-1d - Weed Management	494.74			
3108-1h - Inspection	330.74			
<u>Total 3108-1 - GA SOUTH PORTAL</u>	825.48			
3108-2 - GA RESERVOIR				
3108-2a - Maintenance	729.98			
3108-2d - Weed Management	1,707.15			
3108-2h - Inspection	157.13			
3108-2i - Engineering	157.13			
3108-2j - Rehabilitation	389.14			
<u>Total 3108-2 - GA RESERVOIR</u>	3,140.53			
3108-3 - GA PUMP STATION				
3108-3a - Maintenance	451.59			
3108-3d - Weed Management	282.83			
3108-3j - Rehabilitation	1,183.63			
<u>Total 3108-3 - GA PUMP STATION</u>	1,918.05			
Total 3108 - GLEN ANNE	5,884.06			
3110 - LAURO				
3110-1 - YARD				
3110-1a - Maintenance	3,004.17			
3110-1b - Cleaning	3,443.54			
3110-1e - Landscaping	927.04			
3110-1f - Operations	47.14			
3110-1g - Road	20.53			
3110-1j - Rehabilitation	590.43			
<u>Total 3110-1 - YARD</u>	8,032.85			
3110-2 - CONTROL STATION				
3110-2a - Maintenance	733.21			
3110-2b - Cleaning	1,106.29			
3110-2f - Operations	204.38			
3110-2h - Inspection	22.71			
3110-2j - Rehabilitation	1,424.07			
<u>Total 3110-2 - CONTROL STATION</u>	3,490.66			
3110-3 - RESERVOIR				
3110-3c - Fencing	3,142.51			
3110-3d - Weed Management	4,260.77			
3110-3g - Road	282.83			
3110-3h - Inspection	125.70			
3110-3j - Rehabilitation	73.00			

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COMB
Statement of Revenues and Expenditures Budget vs. Actual
 July through November 2010

	TOTAL		
	Budget	\$ Over Budget	% of Budget
	Jul - Nov 10		
Total 3110-3 · RESERVOIR	7,884.81		
3110-4 · DEBRIS BASINS			
3110-4a · Maintenance	2,578.04		
3110-4d · Weed Management	971.03		
3110-4h · Inspection	61.58		
Total 3110-4 · DEBRIS BASINS	3,610.65		
Total 3110 · LAURO	23,018.97		
3111 · OFFICE			
3111-2 · IMPLANTS			
3111-2a · Maintenance	45.42		
3111-2j · Rehabilitation	362.13		
Total 3111-2 · IMPLANTS	407.55		
3111-3 · MAIN OFFICE			
3111-3j · Rehabilitation	90.84		
Total 3111-3 · MAIN OFFICE	90.84		
3111-4 · SHOPS			
3111-4j · Rehabilitation	143.69		
Total 3111-4 · SHOPS	143.69		
Total 3111 · OFFICE	642.08		
3112 · SHEFFIELD			
3112-1 · CONTROL STATION			
3112-1a · Maintenance	808.02		
3112-1b · Cleaning	607.89		
3112-1d · Weed Management	664.25		
3112-1h · Inspection	99.45		
Total 3112-1 · CONTROL STATION	2,179.61		
3112-2 · TUNNEL			
3112-2d · Weed Management	288.74		
Total 3112-2 · TUNNEL	288.74		
Total 3112 · SHEFFIELD	2,468.35		
3113 · ORTEGA			
3113-1 · CONTROL STATION			
3113-1a · Maintenance	1,454.45		
3113-1b · Cleaning	221.82		
3113-1h · Inspection	53.45		
3113-1j · Rehabilitation	113.55		

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COMB
Statement of Revenues and Expenditures Budget vs. Actual
 July through November 2010

	TOTAL			
	Jul - Nov 10	Budget	\$ Over Budget	% of Budget
Total 3113-1 - CONTROL STATION	1,843.27			
3113-2 - RESERVOIR				
3113-2d - Weed Management	2,595.65			
3113-2f - Operations	180.76			
3113-2h - Inspection	386.06			
Total 3113-2 - RESERVOIR	3,162.47			
Total 3113 - ORTEGA	5,005.74			
3115 - CARPINTERIA				
3115-1 - CONTROL STATION				
3115-1a - Maintenance	281.01			
3115-1b - Cleaning	663.04			
3115-1h - Inspection	32.92			
3115-1j - Rehabilitation	22.71			
Total 3115-1 - CONTROL STATION	999.68			
3115-2 - RESERVOIR				
3115-2a - Maintenance	178.38			
3115-2d - Weed Management	1,085.54			
3115-2h - Inspection	136.25			
3115-2j - Rehabilitation	131.40			
Total 3115-2 - RESERVOIR	1,531.57			
Total 3115 - CARPINTERIA	2,531.25			
3116 - GOLETA REACH				
3116-1 - STRUCTURES				
3116-1a - Maintenance	839.85			
3116-1h - Inspection	675.76			
Total 3116-1 - STRUCTURES	1,515.61			
3116-2 - LATERAL METERS				
3116-2b - Cleaning	236.83			
3116-2h - Inspection	204.26			
Total 3116-2 - LATERAL METERS	441.09			
3116-4 - CONDUIT				
3116-4h - Inspection	379.59			
Total 3116-4 - CONDUIT	379.59			
Total 3116 - GOLETA REACH	2,336.29			
3117 - CARPINTERIA REACH				
3117-1 - STRUCTURES				

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COMB
Statement of Revenues and Expenditures Budget vs. Actual
 July through November 2010

	Jul - Nov 10	Budget	\$ Over Budget	% of Budget
TOTAL				
3117-1a - Maintenance	397.81			
Total 3117-1 - STRUCTURES	397.81			
3117-3 - VALVES	99.45			
3117-3a - Maintenance	99.45			
Total 3117-3 - VALVES	99.45			
3117-4 - CONDUIT	90.84			
3117-4f - Operations	90.84			
3117-4h - Inspection	1,227.07			
Total 3117-4 - CONDUIT	1,317.91			
Total 3117 - CARPINTERIA REACH	1,815.17			
3150 - Health & Workers Comp	71,973.07			
3155 - PERS	31,824.01			
3160 - Payroll Comp FICA Ops	15,872.46			
3165 - Payroll Comp MCARE Ops	3,813.87			
3100 - LABOR - Other	0.00	821,762.00	-821,762.00	0.0%
Total 3100 - LABOR	364,516.87	821,762.00	-457,245.13	44.4%
3200 VEH & EQUIPMENT				
3201 - Vehicle/Equip Mtce	8,374.63	25,000.00	-16,625.37	33.5%
3202 - Fixed Capital	2,683.53	10,000.00	-7,316.47	26.8%
3203 - Equipment Rental	474.33	5,000.00	-4,525.67	9.5%
3204 - Miscellaneous	1,236.78	5,000.00	-3,763.22	24.7%
Total 3200 VEH & EQUIPMENT	12,769.27	45,000.00	-32,230.73	28.4%
3300 - CONTRACT LABOR				
3301 - Conduit, Meter, Valve & Misc	1,255.63	12,000.00	-10,744.37	10.5%
3302 - Buildings & Roads	9,458.25	10,000.00	-541.75	94.6%
3303 - Reservoirs	1,452.00	25,000.00	-23,548.00	5.8%
3304 - Engineering, Misc Services	0.00	30,000.00	-30,000.00	0.0%
Total 3300 - CONTRACT LABOR	12,165.88	77,000.00	-64,834.12	15.8%
3400 - MATERIALS & SUPPLIES				
3401 - Conduit, Meter, Valve & Misc	14,263.63	25,000.00	-10,736.37	57.1%
3402 - Buildings & Roads	2,450.30	12,000.00	-9,549.70	20.4%
3403 - Reservoirs	2,363.52	10,000.00	-7,636.48	23.6%
Total 3400 - MATERIALS & SUPPLIES	19,077.45	47,000.00	-27,922.55	40.6%
3500 - OTHER EXPENSES				
3501 - Utilities	2,168.63	6,500.00	-4,331.37	33.4%
3502 - Uniforms	1,272.38	2,500.00	-1,227.62	50.9%
3503 - Communications	7,954.68	20,000.00	-12,045.32	39.8%
3504 - USA & Other Services	519.27	4,000.00	-3,480.73	13.0%

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COMB Statement of Revenues and Expenditures Budget vs. Actual July through November 2010

	TOTAL			
	Jul - Nov 10	Budget	\$ Over Budget	% of Budget
3505 · Miscellaneous	6,175.85	8,000.00	-1,824.15	77.2%
3506 · Training	590.44	4,000.00	-3,409.56	14.8%
Total 3500 · OTHER EXPENSES	18,681.25	45,000.00	-26,318.75	41.5%
4999 · GENERAL & ADMINISTRATIVE				
5000 · Director Fees	399.96			
5001 · Director Mileage	4,352.00			
5000 · Director Fees - Other		12,000.00	-7,648.00	36.3%
Total 5000 · Director Fees	4,751.96	12,000.00	-7,248.04	39.6%
5100 · Legal	38,327.18	62,500.00	-24,172.82	61.3%
5101-1 · Audit	10,643.00	12,500.00	-1,857.00	85.1%
5200 · Liability Insurance	35,792.00	38,000.00	-2,208.00	94.2%
5201 · Health & Workers Comp	32,768.02	73,647.00	-40,878.98	44.5%
5250 · PERS	17,049.23	41,362.00	-24,312.77	41.2%
5260 · Company FICA Admin	5,639.47	16,152.16	-10,512.69	34.9%
5265 · Company MCARE Admin	1,553.80	3,674.84	-2,121.04	42.3%
5300 · Manager Salary	31,307.75	74,000.00	-42,692.25	42.3%
5301 · Administrative Manager	40,699.12	96,200.00	-55,500.88	42.3%
5306 · Administrative Assistant	25,193.41	59,436.00	-34,242.59	42.4%
5310 · Postage/Office Exp	2,595.03	7,000.00	-4,404.97	37.1%
5311 · Office Equip/Leases	2,718.10	6,200.00	-3,481.90	43.8%
5312 · Misc Admin Expenses	3,492.83	10,000.00	-6,507.17	34.9%
5313 · Communications	1,855.67	6,000.00	-4,144.33	30.9%
5314 · Utilities	2,855.39	7,000.00	-4,144.61	40.8%
5315 · Membership Dues	5,059.00	6,050.00	-991.00	83.6%
5316 · Admin Fixed Assets	0.00	5,000.00	-5,000.00	0.0%
5318 · Computer Consultant	8,091.53	15,000.00	-6,908.47	53.9%
5325 · Emp Training/Subscriptions	682.25	3,000.00	-2,317.75	22.7%
5330 · Admin Travel/Conferences	1,842.51	3,000.00	-1,157.49	61.4%
5331 · Public Information	609.75	1,000.00	-390.25	61.0%
5332 · Transportation	298.85	1,000.00	-701.15	29.9%
Total 4999 · GENERAL & ADMINISTRATIVE	273,825.85	559,722.00	-285,896.15	48.9%
5510 · Integrated Reg. Water Mgt Plan	0.00	25,000.00	-25,000.00	0.0%
6000 · SPECIAL PROJECTS				
6062 · SCADA	917.60	46,500.00	-45,582.40	2.0%
6090-1 · COMB Bldg/Grounds Repair	22,753.73	50,000.00	-27,246.27	45.5%
6092 · SCC Improv Plan & Design	110,289.52	246,220.00	-135,930.48	44.8%
6092-1 · SCC Improv Plan & Design - UF	0.00	-116,220.00	116,220.00	0.0%
6095 · SCC Valve & Cntrl Sta Rehab	0.00	35,000.00	-35,000.00	0.0%
6096 · SCC Structure Rehabilitation	0.00	60,000.00	-60,000.00	0.0%
6097 · GIS and Mapping	8,543.19	41,000.00	-32,456.81	20.8%
6100 · Sanitary Survey	21,101.76	51,260.00	-30,158.24	41.2%
Total 6000 · SPECIAL PROJECTS	163,605.80	413,760.00	-250,154.20	39.5%

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COMB
Statement of Revenues and Expenditures Budget vs. Actual
July through November 2010

	Jul - Nov 10	Budget	\$ Over Budget	% of Budget
6400 · STORM DAMAGE				
6403 · Jesusita Fire Damage	20,015.00	55,000.00	-34,985.00	36.4%
6403-1 · Jesusita Fire Damage - UF	0.00	-55,000.00	55,000.00	0.0%
Total 6400 · STORM DAMAGE	<u>20,015.00</u>	<u>0.00</u>	<u>20,015.00</u>	<u>100.0%</u>
8000 · DEBT SERVICE 2010 BOND PAYROLL				
Gross	0.00	487,500.00	-487,500.00	0.0%
Gross-CCRB	-0.12			
	-0.10			
Total PAYROLL	<u>-0.22</u>			
Total Expense	<u>884,657.30</u>	<u>2,521,744.00</u>	<u>-1,637,086.70</u>	<u>35.1%</u>
Net Income	<u>418,995.83</u>	<u>0.00</u>	<u>418,995.83</u>	<u>100.0%</u>

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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
 December 13,
 2010

CACHUMA OPERATION AND MAINTENANCE BOARD

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

PMIA Average Monthly Yields

Transactions

Tran Type Definitions

November 2010 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
11/12/2010	11/12/2010	RD	1295196	KATHLEEN REES	450,000.00
11/29/2010	11/24/2010	RW	1296576	KATHLEEN REES	-100,000.00

Account Summary

Total Deposit:	450,000.00	Beginning Balance:	424,959.18
Total Withdrawal:	-100,000.00	Ending Balance:	774,959.18

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 November, 2010, 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

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**SANTA BARBARA
BANK & TRUST**

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

4263

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

Banking Statement

Statement Period: 11/01/2010 to 11/30/2010

Customer Number:

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

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

www.sbbt.com

FDIC Notice

The FDIC is requiring all institutions participating in the Transaction Account Guarantee Program (TAGP) to notify their clients that, on December 31, 2010, the TAGP will expire. Interest bearing NOW accounts and Lawyers Trust Accounts will no longer be covered by this program. All accounts will be insured under the general insurance rules up to the Standard Maximum Deposit Insurance of \$250,000. Non-interest bearing transaction accounts will have temporary unlimited coverage through December 31, 2012.

Business Money Market

Checking Summary

Cachuma Operation & Maintenance Board

Master Contract Renewal Fund

Account Number	102335072
Interest Paid YTD	38.70
Interest Paid Last Year	49.13

Deposit Account Recap

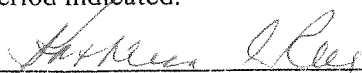
Beginning Balance as of		
November 1, 2010	5,002.41	<i>KR 11/10</i>
2 Deposits (Plus)	11.24	
Ending Balance as of		
November 30, 2010	5,013.65	
Interest Paid	1.24	

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 November, 2010, 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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**SANTA BARBARA
BANK & TRUST**

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

4264

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

Banking Statement

Statement Period: 11/01/2010 to 11/30/2010

Customer Number:

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

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

www.sbbt.com

FDIC Notice

The FDIC is requiring all institutions participating in the Transaction Account Guarantee Program (TAGP) to notify their clients that, on December 31, 2010, the TAGP will expire. Interest bearing NOW accounts and Lawyers Trust Accounts will no longer be covered by this program. All accounts will be insured under the general insurance rules up to the Standard Maximum Deposit Insurance of \$250,000. Non-interest bearing transaction accounts will have temporary unlimited coverage through December 31, 2012.

Public Capital Tiered MMDA

Checking Summary

Cachuma Operation & Maintenance Board

Cachuma Project Trust Fund

Account Number	102335080
Interest Paid YTD	427.09
Interest Paid Last Year	846.73

Deposit Account Recap

Beginning Balance as of		
November 1, 2010	68,628.79	✓
1 Deposits (Plus)	26.23	
Ending Balance as of		
November 30, 2010	68,655.02	
Interest Paid	26.23	

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 November, 2010, 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.

Kathleen Rees
Secretary

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Payment of Claims
As of November 30, 2010

	Date	Num	Name	Memo	Amount
1050 · GEN FUND	11/08/2010	19389	Business Card	JG	-14.95
	11/08/2010	19390	Business Card	KR	-1,262.79
	11/08/2010	19391	Coastal Copy, LP	Lease/mtce agmt KM-4035 9/9-10/8/10	-196.56
	11/08/2010	19392	Coastal Copy, LP	Lease/mtce agmt TASKalfa 250ci 9/20-10/19/10	-31.11
	11/08/2010	19393	COMB-Petty Cash	Replenish petty cash	-236.96
	11/08/2010	19394	COMB - Revolving Fund	Nov 12 & 26 payroll/taxes	-112,966.82
	11/08/2010	19395	PG&E	NP/Tecolote tunnel	-218.83
	11/08/2010	19396	Pitney Bowes Global Financial Services	Equip tax	-31.30
	11/08/2010	19397	State Compensation Insurance Fund	Payroll Report Oct 2010	-6,274.96
	11/10/2010	19398	Acorn Landscape Management Co.	Scheduled mtce	-253.17
	11/10/2010	19399	ACWA Health Benefits Auth. (HBA)	12/1/10-1/1/11 coverage	-14,282.89
	11/10/2010	19400	ACWA Health Benefits Authority (HBA)	Dec EAP	-49.56
	11/10/2010	19401	Assoc. of California Water Agencies	2011 Agency dues	-6,885.00
	11/10/2010	19402	AT&T	Oct statement	-353.36
	11/10/2010	19403	Buena Tool Co.	Blades	-72.91
	11/10/2010	19404	Cardno ENTRIX	SCC Upper Reach Rel Sep PO#09-10-21	-360.50
	11/10/2010	19405	Carpinteria Valley Lumber Company	Cement/fence post	-39.28
	11/10/2010	19406	CIO Solutions, LP	Support/Maintain IT-Nov/Postini-Nov	-2,484.50
	11/10/2010	19407	City of Santa-Barbara	Refuse/recycle 9/30-10/28/10	-162.70
	11/10/2010	19408	City of Santa Barbara-Central Stores	Knee boots/gloves	-160.49
	11/10/2010	19409	Coastline Equipment Co.	Trash pump/labor-pump eval and repair	-1,451.50
	11/10/2010	19410	Cox Communications	Business internet 11/1-30/10	-195.00
	11/10/2010	19411	Culligan Water	RO system Nov	-24.95
	11/10/2010	19412	Das Williams	Oct mtg fees	-132.15
	11/10/2010	19413	DMV Renewal	Special equip bill-air compressor	-23.00
	11/10/2010	19414	ECHO Communications	Answering service	-65.60
	11/10/2010	19415	Fleet Services	Fuel	-1,660.00
	11/10/2010	19416	Francisco Bautista	Reimb-steel toe boots	-159.85
	11/10/2010	19417	Frazee Industries, Inc.	Paint supplies	-64.36
	11/10/2010	19418	GE Capital	Copier lease	-634.01
	11/10/2010	19419	Graybar Electric Company, Inc.	Lighting	-64.73
	11/10/2010	19420	Home Depot Credit Services	Lighting/paint supplies/locks/res drain supplies	-262.28
	11/10/2010	19421	Hydrex Pest Control Co.	Ant/pest control	-80.00
	11/10/2010	19422	Larry's 8-Day Auto Parts	Trans filter/axel housing gasket	-61.72
	11/10/2010	19423	Lauren W. Hanson	Oct mtg fees	-133.00
	11/10/2010	19424	Lee F. Bettencourt	Oct mtg fees	-156.36
	11/10/2010	19425	Lewis & Lewis Ent.	Plotter paper PO#8978	-256.50
	11/10/2010	19426	MarBorg Industries	Portable toilets	-328.62
	11/10/2010	19427	McCormix Corp.	Diesel fuel	-106.30
	11/10/2010	19428	Melinda L. Fournier	Oak tree/Honeysuckle restoration Oct services PO#09-10-08	-3,415.00
	11/10/2010	19429	Montecito Water Dist.	8" meter chamber-Ortega pump station	-2,427.30
	11/10/2010	19430	Nextel Communications	Cellular	-288.39
	11/10/2010	19431	O'Reilly Automotive, Inc.	Silicone	-12.59
	11/10/2010	19432	Paychex, Inc.	10/15,29 payrolls/taxes/qtr delivery	-263.06
	11/10/2010	19433	Praxair Distribution, Inc	Cylinder rental	-45.36
	11/10/2010	19434	Prudential Overall Supply	Mats	-219.03
	11/10/2010	19435	Republic Elevator Co.	Scheduled mtce-NP elevator	-266.91
	11/10/2010	19436	Robert R. Lieberknecht	Oct mtg fees	-142.15
	11/10/2010	19437	SB Home Improvement Center	Broom/paint supplies	-32.09
	11/10/2010	19438	SD Auto Parts	Oil/air filters/antifrz/trans filter/brake fluid/differential set	-229.27
	11/10/2010	19439	Southern California Edison	Main ofc/outlying stations/Glen Anne gate/Corona/ Foothill Rd	-1,442.55
	11/10/2010	19440	Staples Credit Plan	Office supplies	-861.25
	11/10/2010	19441	The Wharf	Steel toe boots-SK	-151.50
	11/10/2010	19442	Tri-County Blinds & Drapes	GM ofc blinds & repair	-778.50
	11/10/2010	19443	Underground Service Alert of So. Calif.	Oct tickets	-69.00
	11/10/2010	19444	Verizon California	Main ofc/outlying stations	-453.27
	11/10/2010	19445	W. Douglas Morgan	Oct mtg fees	-138.00
	11/10/2010	19446	WFCB-OSH Commercial Services	Paint supplies/keys/lighting	-88.49
	11/10/2010	19447	McCormix Corp.	Oil for generators	-855.58
	11/12/2010	19448	Employment Development Dept.	Unemployment 6/13/10 KBowen	-1,469.00
	11/12/2010	19449	McCormix Corp.	Bung wrench	-25.45
	11/12/2010	19450	Nordman, Cormany, Hair & Compton	Oct General Counsel & Brown matter	-8,203.12
	11/12/2010	19451	Verizon Wireless	Cellular	-130.65
	11/12/2010	19452	Action Mobile Auto Glass	Window repair F-550	-319.29

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Payment of Claims
 As of November 30, 2010

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
11/15/2010	19453	AECOM USA Inc.	TO#30 Rel/Alt Study-Lower Reach Ortega to Carp (Reach 3)	-4,713.78
11/15/2010	19454	AECOM USA Inc.	TO#31 Coord mtgs/Eng-Tech support (Brown prop) 9/1-30/10	-1,197.84
11/15/2010	19455	Applied EarthWorks, Inc.	Cultural Resources Analysis-SCC project PO#09-10-19	-3,585.98
11/15/2010	19456	Buena Tool Co.	Band saw blade	-43.50
11/15/2010	19457	Laser Cartridge Co.	Cartridge recharge	-162.80
11/15/2010	19458	Premiere Global Services	Conf. calls Oct	-50.65
11/15/2010	19459	Southern California Edison	Foothill Rd	-32.99
11/15/2010	19460	Verizon California	SCADA	-526.17
11/18/2010	19461	Department of Fish and Game	Streambed Alt fee-bottomless arched culvert Crossing 2-Quic	-4,482.75
11/18/2010	19462	State Water Resources Control Brd	App fee-bottomless arched culvert Crossing 2-Quiota Crk	-640.00
11/18/2010	19463	J&C Services	Ofc cleaning 10/22,29, 11/5,12	-500.00
11/24/2010	19464	Das Williams	Nov mtg fees	-132.15
11/29/2010	19465	Business Card	KR-meals-mtgs/rental car & gas/JG-Hotel-training/webhost	-733.94
			stage micrometer for microscopes (CCRB)/JC-ball studs/clips	
11/29/2010	19466	Coastal Copy, LP	Lease mtce's	-269.88
11/29/2010	19467	Federal Express	Mailing2	-91.54
11/29/2010	19468	The Gas Company	Main ofc	-2.87
11/29/2010	19469	The MedCenter, Inc.	SE treatment 7/09	-120.00
11/29/2010	19470	UPS	Shipping	-38.55
11/29/2010	19473	PG&E	NP/Tecolote tunnel	-214.98
Total 1050 · GENERAL FUND				<u>-192,065.74</u>
TOTAL				<u>-192,065.74</u>

Memorandum

TO: COMB and CCRB Board of Directors

FROM: Kate Rees
General Manager

SUBJECT: COMB and CCRB Regular Board Meeting Dates/Board Packet Information Deadline

The following are the scheduled Board meeting dates for calendar year **2011**:

Board Meeting Date	Day	Board Packet Information Deadline
January 24	4 th Monday	Monday, January 17
February 28	4 th Monday	Monday, February 21
March 28	4 th Monday	Monday, March 21
April 25	4 th Monday	Monday, April 18
May 23	4 th Monday	Monday, May 16
June 27	4 th Monday	Monday, June 20
July 25	4 th Monday	Monday, July 18
August 22	4 th Monday	Monday, August 15
September 26	4 th Monday	Monday, September 19
October 24	4 th Monday	Monday, October 17
November 21	3 rd Monday*	Monday, November 14
December 19	3 rd Monday*	Monday, December 12

**November meeting is on the 3rd Monday, due to the Thanksgiving Holiday*
** December meeting is on the 3rd Monday, due to the Christmas Holiday*

ITEM # 4d
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CACHUMA OPERATION AND MAINTENANCE BOARD

MEMORANDUM

DATE: December 20, 2010
TO: BOARD OF DIRECTORS
FROM: Kate Rees, General Manager
RE: **COMB Operating Committee Meeting Dates**

The following is the schedule for the COMB Operating Committee Meetings for year **2011**:

January 5, 2011	8:30 a.m. COMB Office
April 6, 2011	8:30 a.m. COMB Office
July 6, 2011	8:30 a.m. COMB Office
October 5, 2011	8:30 a.m. COMB Office

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10-11 ENTITLEMENT

CACHUMA OPERATION AND MAINTENANCE BOARD

WATER PRODUCTION AND WATER USE REPORT

FOR THE MONTH OF NOVEMBER 2010 AND THE WATER YEAR TO DATE

(All in rounded Acre Feet)

	MONTH TOTAL					YTD TOTAL
WATER PRODUCTION:						
Cachuma Lake (Tec. Diversion)	2,021					4,106
Tecolote Tunnel Infiltration	103					214
Glen Anne Reservoir	0					0
Cachuma Lake (County Park)	6					12
State Water Diversion Credit	124					257
Gibraltar Diversion Credit	0					0
Bishop Ranch Diversion	0					0
Meter Reads	1,966					4,008
So. Coast Storage gain/(loss)	18					(37)
Total Production	2,130					4,333
Total Deliveries	2,108					4,228
Unaccounted-for	22					105
% Unaccounted-for	1.04%					2.42%
	GWD	SB CITY	MWD	CVWD	SYRWCD I.D. #1	TOTAL
WATER USE:						
M&I	632	814	150	138	6	1,739
Agricultural	115		24	88		227
TOTAL FOR MONTH	746	814	173	226	6	1,966
Same Mo/prev. yr	1,040	899	293	210	5	2,447
M&I Yr to date	1,330	1,505	329	274	13	3,450
Ag. Yr to date	306	0	49	202	0	557
TOTAL YTD	1,635	1,505	377	476	13	4,007
USAGE % YTD	15.1%	10.4%	10.2%	12.0%	0.5%	11.1%
Previous Year/YTD	2,011	1,634	635	465	11	4,756
Evaporation	2	21	3	3	0	29
Evaporation, YTD	11	59	9	10	1	29
Entitlement	9,322	8,277	2,651	2,813	2,651	25,714
Carryover	1,566	6,754	1,122	1,231	112	10,785
Carryover Balances Spilled YTD	0	0	0	0	0	0
Surplus^^	0	0	0	0	0	0
State Water Exchange^	27	18	18	12	(75)	0
Transfers*/Adjustment***	0	0	0	0	0	0
Passthrough H2O**	0	0	0	0	0	0
TOTAL AVAILABLE	10,915	15,049	3,791	4,056	2,688	36,499
REMAINING BALANCE	9,269	13,485	3,405	3,570	2,674	32,402

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

State Water Deliveries for NOVEMBER to Lake Cachuma were MWD 0 AF; CVWD 0 AF
GWD 0 AF(Morehart 0 AF); City of S.B. 0 AF; and LaCumbre 124 AF; (Ratheon 0 AF).

^ Per SWP Exchange Agrmt GWD received 0 AF; MWD received 0;

City of SB received 0 AF; and CVWD received 0 AF from ID#1 in NOVEMBER 2010.

ITEM # 5a
PAGE 2

**CACHUMA OPERATION AND MAINTENANCE BOARD
WATER STORAGE REPORT**

MONTH: **November 2010**

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	343.00 Feet
Water in Storage	63.40 Acre Feet

LAURO RESERVOIR

Capacity at 549' elevation:	600 Acre Feet
Capacity at sill of intake at 512' elevation:	84.39 Acre Feet
Stage of Reservoir Elevation	545.70 Feet
Water in Storage	523.61 Acre Feet

ORTEGA RESERVOIR

Capacity at 460' elevation:	65 Acre Feet
Capacity at outlet at elevation 440':	0 Acre Feet
Stage of Reservoir Elevation	448.70 Feet
Water in Storage	24.98 Acre Feet

CARPINTERIA RESERVOIR

Capacity at 384' elevation:	45 Acre Feet
Capacity at outlet elevation 362':	0 Acre Feet
Stage of Reservoir Elevation	375.20 Feet
Water in Storage	23.93 Acre Feet

TOTAL STORAGE IN RESERVOIRS

	572.52 Acre Feet
Change in Storage	17.57 Acre Feet

CACHUMA RESERVOIR*

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

Stage of Reservoir Elevation	735.35 Feet
------------------------------	-------------

Water in Storage	146,533 AF
------------------	------------

Area	2,512
------	-------

Evaporation	428.1 AF
-------------	----------

Inflow	-168.8 AF
--------	-----------

Downstream Release WR8918	0 AF
---------------------------	------

Fish Release	383.4 AF
--------------	----------

Spill/Seismic Release	0 AF
------------------------------	------

State Project Water	124.2 AF
---------------------	----------

Change in Storage	-2,578 AF
-------------------	-----------

Tecolote Diversion	2,020.6 AF
--------------------	------------

Rainfall: Month: 1.42 Season: 3.66 Percent of Normal: 129%

* New capacity table adopted Dec. 2008 as a result of the Bathymetric Study completed in Sept. 2008, resulted 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	CWWD		Transf to MW	MWD		Evap/Spill	Delvd to SC		S.B. Stored	GWD		LCMWC		RSYS		MLC		
		Delvd to Lake	Delvd to SC		Delvd to Lake	Delvd to SC		Delvd to Lake	Delvd to SC		Delvd to Lake	Delvd to SC	Delvd to Lake	Delvd to SC	Delvd to Lake	Delvd to SC	Delvd to Lake	Delvd to SC	Delvd to Lake
2009																			
Bal. Frwd		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	0	0	0	0	0	0	0	0
February	122	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
March	166	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
April	332	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
May	715	0	0	0	400	0	0	400	0	0	0	0	0	0	0	0	0	0	0
June	460	0	0	0	363	0	0	363	0	0	0	0	0	0	0	0	0	0	0
July	134	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
August	100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
September	100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
October	95	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
November	98	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
December	72	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	2537	0	0	0	763	0	0	763	0	0	0	705	1047	0	1047	22	0	22	0

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

MONTH	DELVRD TO LAKE	CWWD		Transf to MW	MWD		Evap/Spill	Delvd to SC		S.B. Stored	GWD		LCMWC		RSYS		MLC		
		Delvd to Lake	Delvd to SC		Delvd to Lake	Delvd to SC		Delvd to Lake	Delvd to SC		Delvd to Lake	Delvd to SC	Delvd to Lake	Delvd to SC	Delvd to Lake	Delvd to SC	Delvd to Lake	Delvd to SC	
2010																			
Bal. Frwd		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
January	37	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
February	25	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
March	34	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
April	57	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
May	59	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
June	121	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
July	354	0	0	0	76	0	0	76	0	0	0	0	0	0	0	0	0	0	0
August	486	0	0	0	296	0	0	296	0	0	0	0	0	0	0	0	0	0	0
September	298	0	0	0	128	0	0	128	0	0	0	0	0	0	0	0	0	0	0
October	133	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
November	124	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
Total	1728	0	0	0	500	0	0	500	0	0	0	705	1200	280	920	28	0	28	0

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

Contract Year: 10/1/10 to: 9/30/11

Contract Entity: City of Santa Barbara
 Last updated by C.O.M.B. 11/30/10

Month	TOTAL WATER USED		WATER USE CHARGED TO CARRYOVER BALANCES				WATER USE CHARGED TO CURRENT ENTITLEMENT	
	M & I	Agri	Evap	Div	Total	M & I	Agri	Total
Oct	691	0	38	691	729	0	0	0
Nov	814	0	21	814	835	0	0	0
Dec								
Jan								
Feb								
Mar								
Apr								
May								
Jun								
Jul								
Aug								
Sep								
Total	1,505	0			1,505			

Month	STORAGE WATER		CONVERSIONS		CURRENT SCHEDULE		SCHEDULE AND REVISIONS	
	M & I	Agri	M & I	Agri	M & I	Agri	M & I	Agri
Oct	0	0	0	0	0	0	0	0
Nov	0	0	0	0	0	0	0	0
Dec								
Jan								
Feb								
Mar								
Apr								
May								
Jun								
Jul								
Aug								
Sep								
Total	0	0	0	0	6,754	6,754	8,277	18

Month	REMAINING BALANCES		REMAINING BALANCES	
	Total	M&I	Total	M&I
Oct	6025	6025	0	8295
Nov	5190	5190	0	8295
Dec				
Jan				
Feb				
Mar				
Apr				
May				
Jun				
Jul				
Aug				
Sep				
Total	6025	6025	0	8295

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TOTAL 13,485

Operations Report – November 2010

The average flow from Lake Cachuma into the Tecolote Tunnel for November was 124 acre-feet per day. Lake elevation was 736.34 feet at the beginning of the month and 735.35 feet at the end. 67 acre-feet of State Water Project water was wheeled through Cachuma Project facilities and delivered to South Coast Member Units during the month.

Conditions at Ortega Reservoir have remained consistent over the month, with weekly monitoring of drain flow, piezometer elevations and site conditions.

Other activities conducted this month include:

- COMB continues to receive Land Use Authorization requests and is utilizing anticipated procedures to process incoming encroachment applications. A quarterly report detailing land use activity will be provided.
- The Lauro Dam Tabletop Exercise has been re-scheduled for Wednesday, February 2 2011 at the City of Santa Barbara Emergency Operations Center. A complete Emergency Action Plan and Incident Command Structure for COMB have been developed. The scenario will be an earthquake, involving all levels of emergency response within Santa Barbara County.
- Progress continued on the 2nd Pipeline. A complete status of the project is included in the board packet.
- The Operations Crew has completed the recommended items from the USBR Periodic Facility Review that could be accommodated within the current budget.
- A revision of the Standing Operating Procedures for COMB facilities is in process and should be completed by the end of January.
- Staff continues to review SCC Reliability Studies prepared by AECOM and maintenance logs in an effort to update the Long Term Capital Improvement Program.
- Summers Engineering is finalizing the data collection and analysis phase of the 2010 Watershed Sanitary Survey Update. A draft report will be available in March 2011.
- A Maintenance Program for Operations is being developed by staff. A Beta version is being tested this month to be completed by January. The ultimate goal is a fully automated mobile program, integrating existing mobile mapping technology and hardware (currently in use) with customized maintenance input forms optimized for field use. The standard Adobe software provides reporting features and real-time maintenance updates for the Operations Supervisor.

Routine operation and maintenance activities conducted during the month included:

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

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COMB OPERATION AND MAINTENANCE BOARD

MEMORANDUM

DATE: December 20, 2010
TO: BOARD OF DIRECTORS
FROM: Kate Rees, General Manager
RE: **Proposition 50 and 84 Update**

Recommendation:

None at this time. For information only.

Discussion:

Proposition 50

Attached is a status update of the Proposition 50 grant developments from Matt Naftaly, County Water Agency Manager. Since his email, a payment from the SWRCB for Invoice #8 was received in the amount of \$1,152,682.15. Also attached is a letter from the SWRCB with additional requests related to corrective actions as a result of the Casmalia project billing irregularities, and the County Water Agency's reply.

Proposition 84

A Planning Grant Application for the Santa Barbara County IRWMP was submitted on September 28, 2010 requesting \$555,737. I am pleased to report that DWR has recommended that the Santa Barbara County IRWMP receive the full amount requested. Santa Barbara's application and evaluation score was 42, or about mid-level. The implementation grant application currently being prepared for Round 1 will need to score considerably higher to be competitive. CH2M Hill, GEI and Mr. Naftaly are working closely with the Prop 84 project participants to produce a strong an application as possible.

Discussions continue with the other Central Coast IRWMP regions regarding various approaches to a cooperative allocation of the funding available in Rounds 1, 2, and future rounds for the total \$52 million available to the Central Coast funding area as a whole.

Respectfully submitted,



Kate Rees
General Manager

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Kate Rees

From: Naftaly, Matt [Mnaftal@cosbpw.net]
Sent: Tuesday, November 30, 2010 3:33 PM
To: Kate Rees; 'treyburn@ci.santa-maria.ca.us'; 'CraigM@carpsan.com'; 'jbarget@vvcasd.org'; 'TConti@SantaBarbaraCA.gov'; Wilder, Marty; 'ccsd@inreach.com'; 'kwerner@goletasanitary.org'; 'callen@vvcasd.org'; 'mvanderlinden@goletawater.com'; 'bob@cvwd.net'; 'charles@cvwd.net'; Janet Gingras; Chang, David; Susannah Pitman; 'charles@cvwd.net'; 'skahn@ci.santa-maria.ca.us'; 'crich@goletawater.com'; Terri Stricklin (terri2@ix.netcom.com)
Cc: 'Meredith Clement'; 'Jane Gray'; Frye, Jon; 'Tom Evans'; Geis, Bob (Auditor-Controller); Paul, Mark; McGolpin, Scott; Hogan, Lynn; Fallati, Theo; 'Wales, Bruce'
Subject: Prop 50 Grant Status Update
Attachments: P50_Fin_110110.pdf; Response to County Sept and Nov Letters11-18.pdf
Importance: High

Prop 50 Proponents,

There have been several recent developments in regard to the Grant so that a status update is now warranted. As you know, reimbursement from the SWRCB has been periodically suspended in response to the billing irregularities that occurred with the Casmalia project. Currently, reimbursement is up to date as we prepare to submit invoice #9. The SWRCB is undergoing several staff changes including the replacement of Barbara Evoy, the Deputy Director of the Division of Financial Assistance and Scott Couch, the program manager, is leaving in early December.

The Department of Finance (DOF) audit has been completed although the SWRCB has yet to receive an official report. However, the SWRCB has used the audit to formulate new suggestion/requirements for our group (see attached SWRCB letter). I continue to request information regarding the conclusions of the audit but have received none.

As you may recall, the SWRCB agreed to consider a revised Casmalia project. The County has submitted to the SWRCB a revised proposal with a viable project and solid oversight in order to prevent additional billing irregularities. The SWRCB has responded to the proposal by asking that we remove the Casmalia project from the Grant. The County will decline to remove the project at this time.

Nearly eight months ago, we submitted the necessary information for the SWRCB to process funding, scope, and timeline changes to nine of the projects included in the Grant and a one year extension to the Grant period. This should result in a new agreement between the SWRCB and the County and modified sub agreements between the County and Proponents. The State appears to be working toward preparation of a new agreement.

The attached letter also requests that we move from a quarterly to a monthly billing cycle. We will decline this course of action because it would result in significantly more work and expense for both the proponents and the County, and would do little toward its stated purpose of increasing cash flow to DACs and preventing future billing irregularities.

In summary, the County will decline some of the SWRCB requests stated in the attached letter because we consider them to be unreasonably burdensome and ineffectual toward their stated purpose. In addition, we as a group have complied with extensive corrective actions and now believe that the risk of additional invoicing irregularities is insignificant. Therefore, we will work toward a new contract in accordance with these considerations. *Although the SWRCB has phrased their suggestions as requests, it is possible that they will again withhold either reimbursement or execution of the new contract pending our agreement.* We will work to address this if it occurs.

Financial Status:

Attached is a spread sheet showing the current financial status. We continue to receive reimbursement from the State for administrative costs which we then put toward the Kennedy Jenks contract. About \$42,000 remains on the KJ contract which they estimate will last another year. Total funds spent thus far on Invoicing Administration, General Administration, and County Management is \$168,702, \$56,901 and \$68,191, respectively. The funds collected from your agencies (\$360,993) combined with reimbursement from the State (\$144,337) minus the expenses results in a balance of over \$200,000. This is expected to last for a significant period of time.

Please feel free to contact me with your comments or concerns.

Prop 50 - Financial DRAFT - November 1, 2010	% Grant Request	MOU 1 Contribution	MOU 1 Paid	Invoice 2 3/24/2009	Invoice 2 Paid	KJ Reimbursed	Expenses	Balance
SB County AG	0.40	\$1,230	\$1,230	\$214	\$214	\$577	\$1,175	\$847
SB Co. Laguna San	2.13	\$6,552	\$6,552	\$1,137	\$1,137	\$3,074	\$6,258	\$4,506
Carp Valley WD	8.07	\$24,824	\$24,824	\$4,308	\$4,308	\$11,648	\$23,709	\$17,071
Carp San	5.04	\$15,503	\$15,503	\$2,690	\$2,690	\$7,275	\$14,807	\$10,661
Goleta WD	1.61	\$4,952	\$4,952	\$859	\$859	\$2,324	\$4,730	\$3,406
Goleta San	6.05	\$18,610	\$18,610	\$3,230	\$3,230	\$8,732	\$17,775	\$12,796
WCSD	16.13	\$49,617	\$49,617	\$8,612	\$8,612	\$23,282	\$47,389	\$34,121
City of SB	4.03	\$12,397	\$12,397	\$2,152	\$2,152	\$5,817	\$11,840	\$8,526
City of Guadalupe	19.15	\$58,907	\$58,907	\$10,224	\$10,224	\$27,641	\$56,262	\$40,510
City of Santa Maria	19.35	\$59,522	\$59,522	\$10,330	\$10,330	\$27,929	\$56,849	\$40,932
Casmalia CSD	2.55	\$7,844	\$7,844	\$1,361	\$1,361	\$3,681	\$7,492	\$5,392
Cuyama CSD	2.59	\$7,967	\$7,967	\$1,383	\$1,383	\$3,738	\$7,609	\$5,476
COMB	12.90	\$39,681	\$39,681	\$6,887	\$6,887	\$18,619	\$37,899	\$27,280
Total:	100.00	\$307,606	\$307,606	\$53,387	\$53,387	\$144,337	\$293,794	\$211,536

Kennedy Jenks Contract		
KJ Contract Amount	Expended	Contract Balance
\$211,016	\$168,702	\$42,314
SB Admin Grant	Reimbursed	Balance
\$200,000	\$144,337	\$55,663

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Linda S. Adams
Secretary for
Environmental Protection

State Water Resources Control Board

Division of Financial Assistance
1001 I Street, Sacramento, California 95814 • (916) 341-5700
Mailing Address: P.O. Box 944212 • Sacramento, California 94244-2120
FAX (916) 341-5707 • <http://www.waterboards.ca.gov>



Arnold Schwarzenegger
Governor

NOV 18 2010

Mr. Scott McGolpin
Public Works Director
Santa Barbara County Water Agency
123 East Anapamu Street
Santa Barbara, California 93101

Dear Mr. McGolpin:

**SANTA BARBARA COUNTYWIDE INTEGRATED REGIONAL WATER MANAGEMENT
IMPLEMENTATION GRANT NO. 08-613-550; RESPONSE TO THE SANTA BARBARA COUNTY
STATUS UPDATE ON CORRECTIVE ACTION ITEMS AND REVISED WORK PLAN**

We have reviewed the September 30, 2010 Status Update on Corrective Action Items and Component 4 Letter (September 30th Update Letter) submitted by Matt Naftaly of the Santa Barbara County Water Agency (County). We also re-evaluated the County's Final Corrective Action Plan Letter dated January 6, 2010 (January 6th CAP), concerning the Proposition 50 (Prop 50) Santa Barbara Countywide Integrated Regional Water Management Implementation Grant Agreement No. 08-613-550 (IRWM Grant). In addition, we reviewed the Casmalia Community Services District Water System Tank Replacement Project (Component 4) Revised Work Plan dated November 4, 2010 (November 4th Revised Work Plan). We submitted the January 6th CAP to the Department of Finance (DOF) for their review to verify that the control measures described therein provide the necessary information to ensure double invoicing/double funding does not occur in the future.

The September 30th Update Letter states that:

- Invoices compiled by Kennedy/Jenks are sent to the County for review and are reviewed by the County's Grant Manager and the County's Auditor-Controller's Office. Both the County's Grant Manager and Auditor-Controller's Offices take as much time as required to insure that the documents are in order;
- The County uses a Grant Management System (GMS) to track receipt of Federal monies and grants utilized for various programs in the County. The County Grant Manager now enters all Prop 50 invoices into the GMS on a quarterly basis to prevent duplication of costs/disbursements. The County Auditor-Controller has asked all Departments to enter State grant information into the system; and
- The Auditor-Controller created an internal control review checklist entitled "Prop 50 Grant Invoice Review Checklist" that is used as a tool to verify costs incurred by each Component and to prevent fraud or errors in the compiled invoice. The checklist is included in each invoice binder.

Upon review of the January 6th CAP, September 30th Update Letter, conferral with DOF, and review of the November 4th Revised Work Plan, the State Water Resources Control Board (State Water Board) requests the following to assist in the implementation of the aforementioned control measures:

- For those Subgrantee's that have multiple State or Federal funding sources, the Subgrantee should supply a copy of the other agreements to the County Grant Manager and the State Water Board. If there is not an executed agreement, please provide the award letter and/or proof of other funding.
- The County should amend the grant agreement to change the billing period from quarterly to monthly for the following reasons:
 - DOF suggested that the County receive more time for review. This will allow the County 30-days to review an invoice for a one-month billing period versus 45-days to review a three-month billing period;
 - It reduces the invoice down to an easier-to-manage size;
 - It increases the cash flow to the disadvantaged communities (DACs). The DACs are now waiting up to 195-days, or more, to receive reimbursement on charges. A monthly billing will reduce that waiting time down to approximately 75-days;
 - It increases familiarity with the projects for the County and the State Water Board's Grant Manager;
 - It allows for addressing issues and problems more quickly; and
 - It increases the interaction and communication between the State and the County and the County with the Subgrantee's.
- As stated in our October 21, 2009 Letter, we request removing Component 4 and redistributing those funds to Grant Administration allowing the County the additional administration time required to change to monthly reporting and invoicing.

If you have any questions, or need further assistance, you may contact Kelley List at (916) 319-9226, or by email at klist@waterboards.ca.gov.

Sincerely,

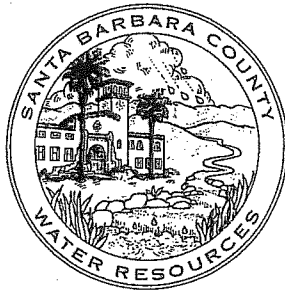



Scott B. Couch, P.G.
IRWM Program Manager

cc: Mr. Matt Naftaly
Santa Barbara County Water Agency
123 E. Anapamu Street
Santa Barbara, California 93101

Mr. John Frye
Santa Barbara County Water Agency
123 E. Anapamu Street
Santa Barbara, California 93101





Santa Barbara County Public Works Department
Flood Control  Water Agency

December 6, 2010

Ms. Laura McLean
IRWM Program Manager
California State Water Board
Division of Financial Assistance
1001 I Street, 16th Floor
Sacramento, CA 95814

RE: Proposition 50 IRWM Implementation Grant No. 08-613-550

Dear Ms. McLean,

We have received the State Water Resources Control Board (SWRCB) letter dated November 18, 2010 in response to our corrective actions update of September 30, 2010 and Component 4, Casmalia Community Services District project proposal dated November 4, 2010. Your letter proposes three actions to be taken by Santa Barbara County Water Agency with the stated purpose of assisting with the implementation of existing control measures.

Your November 18, 2010 letter also states that the suggestions were made after "conferral with the DOF" (Department of Finance). As you know the Santa Barbara County Water Agency (SBCWA), its consultants, and some grant proponents were subjected to months of investigation by the DOF. To date, we have received no documentation or report from the DOF, nor have we received a letter of closure from them. SBCWA again requests a copy of the DOF report or other products resulting from that investigation, particularly in consideration of those results being used by the SWRCB to formulate suggestions or requirements in regard to the grant.

The SBCWA has the following responses to the SWRCB requests:

1. The SWRCB's first request is that sub grantees with multiple State or Federal funding sources supply to the SBCWA and SWRCB, copies of those grant agreements or other available award documents pertaining to those grants. The SBCWA has determined which sub grantees have such grants and provided the SWRCB with a current record of sub grantees in receipt of other awards. The SBCWA will request and forward these specified documents to your agency.

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2. The SWRCB's second request is that the SBCWA request a grant amendment to change the grant invoicing period from quarterly to monthly. The SBCWA declines to implement this suggestion for the following reasons:

- a. The invoicing requirements and corrective actions for each invoice are extensive. Increasing the frequency of billing will create an undue and duplicative burden and expense for both the SBCWA and the project proponents.
- b. The SWRCB asserts that the action will increase the cash flow to Disadvantaged Communities (DACs). A review of reimbursements to date is as follows:

Invoice #:	Amount:	Date Submitted:	Date of Reimbursement:
1	\$4.2 million	Jan. 26, 2009	June 29, 2009
2	\$1.9 million	April 27, 2009	June 29, 2009
3	\$137,000	July 20, 2009	Sep. 1, 2009
4	\$236,000	Oct. 20, 2009	April 6, 2010
5	\$150,000	Jan. 20, 2010	May 18, 2010
6	\$190,000	April 20, 2010	Sep 28, 2010
7	\$257,000	July 20, 2010	Nov. 3, 2010
8	\$1.1 million	Nov. 1, 2010	NA

Note that there has been no relationship between the billing period and timeliness of reimbursement. Cash flow to DACs and all other proponents would be more effectually increased if the SWRCB ended its policy of withholding reimbursement to all project proponents in response to the issues that arose in relation to one component of the grant.

- c. The billing irregularity that occurred with Component 4 was not the result of, and would not have been avoided by, the imposition of a monthly billing period.
 - d. The corrective actions now in place adequately address the potential for future invoicing irregularities and address all concerns that the SWRCB has previously identified.
3. The SWRCB's third request is that the SBCWA remove Component 4, the Casmalia Community Services District project, from the grant and reassign the grant funds for that project toward administrative costs. As stated in our proposal letter of November 4, 2010, the billing irregularities that occurred with the Casmalia project have been thoroughly addressed. The parties that were directly responsible are no longer involved in the project and have been removed from the current proposal. At a 100% cost to the SBCWA a very capable engineer with an in-depth understanding of the project and its history has worked with the District and County to determine the genesis of the invoicing irregularity and scope a new project that accomplishes the goals of the original project. This same engineer has been proposed to manage the revised project. Therefore, there is no risk of additional billing irregularities occurring in regard to this component, as revised. Furthermore, removal of the project would be counter to the SWRCB's stated goal and requirements of assisting DACs and appears, at this point to be a purely punitive measure. Therefore, the SBCWA declines to implement this suggestion.

If the SWRCB intends to withhold either payment of future invoices or processing of the modified contract pending the implementation of these requests, we respectfully request that you advise of this intension immediately. As you know, these projects have been subject to a number of delays and will need the remainder of the contract period (as modified) to be completed.

Sincerely,



Scott McGolpin

Public Works Director

Santa Barbara County Public Works

MN

cc: Chandra Wallar, SBC Chief Executive Officer
Robert Geis, Santa Barbara County Auditor
Mike Stoker, Senator Strickland's Office
Ms. Joni Gray, 4th District, County Supervisor
Jon Frye, Santa Barbara County Public Works, Deputy Director
Terri Stricklin, Casmalia Community Services District
Kelley List, SWRCB

Integrated Regional Water Management Grants

Planning Grants

Planning Grants are intended to foster development or completion of IRWM Plans or components thereof, to enhance regional planning efforts, and to assist more applicants to become eligible for Implementation Grant funding.

Contact

Project Manager – Bill Hoffmann (916) 651-9229 or email to whoffman@water.ca.gov
 Program Manager – Joe Yun (916) 651-9222 or email at jyun@water.ca.gov

PROPOSITION 84 IRWM PLANNING GRANT

Funding Recommendations and Public Comments

NEW

With this posting of draft funding recommendations, the public comment period is open. Comments must be received at DWR by December 23, 2010 at 5:00 P.M. Comments received will be considered before final recommendations are made. To submit comments electronically, please email comments to DWR_IRWM@water.ca.gov. Comments in a MS Word editable format are preferred but not required.

To submit comments in hard copy, please transmit them to DWR by one of the following:

Standard Mailings

Department of Water Resources
 DIRWM
 PO BOX 942836
 Sacramento, CA 94236-0001
 Attention: Joe Yun

Hand Delivery

Department of Water Resources
 DIRWM
 901 P Street, Room 213A
 Sacramento, CA 95814
 Attention: Joe Yun

Comments can also be made verbally at the public meeting on December 15, 2010 at 10:00 A.M., Cal EPA Building, 1001 I Street, Sacramento, 95814. This meeting will be web broadcast, <http://www.calepa.ca.gov/broadcast/>.

Draft Planning Proposal Reviews and Funding Recommendations

Round 1

Organization Name	Proposal Title	Application Score and Evaluation	Draft Funding Recommendation
Antelope Valley State Water Contractors Association	Antelope valley Integrated Regional Water Management Planning Grant Proposal	52	\$472,919
Borrego Water District	Anza Borrego Desert IRWM Planning Grant	36	\$0
Butte County Department of Water and Resources Conservation District	Northern Sacramento Valley RWMG IRWMP Proposal	40	\$900,000
CABY - Regional Water Management Group	CABY Regional Planning Grant Application	44	\$647,593
California Trout	Inyo-Mono IRWM Plan Revision Project	46	\$237,615
Castaic Lake Water Agency	Upper Santa Clara River IRWMP 2010 Update	50	\$266,250
Coachella Valley Water District	Coachella valley IRWM Planning Grant Proposal	51	\$1,000,000
Contra Costa Water District	East Contra Costa County Prop 84 Planning Grant Application	41	\$449,843
County of Humboldt	North Coast Integrated Regional Water Management Plan, Phase III	49	\$1,000,000
County of Orange	South Orange County IRWM Regional Planning Grant	44	\$457,416
Gateway IRWM Authority	Gateway Regional IRWMP Planning Grant Application	43	\$950,000

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Imperial Irrigation District	Imperial Integrated Regional Water Management Plan	42	\$1,000,000
Los Angeles County Flood Control District	Greater Los Angeles County IRWM Plan Update	53	\$1,000,000
Marin Municipal Water District	San Francisco Bay Area IRWM Plan Update	43	\$842,556
Mariposa County Resource Conservation District	Yosemite/Mariposa County Integrated Regional Water Management Plan	32	\$0
Merced Area Groundwater Pool Interests (MAGPI)	Merced Integrated Regional Water Management Plan	43	\$719,010
Monterey Bay Sanctuary Foundation	Regional Planning Grant to Complete an IRWM Plan for the new Greater Monterey County Region	48	\$755,264
Monterey Peninsula Water Management District	Work Plan to Update the Monterey Peninsula, Carmel Bay, and South Monterey Bay Integrated Regional Water Management Plan	41	\$995,000
Northeastern California Water Association	Upper Pit River Watershed Regional Planning Grant Application	41	\$538,020
Northeastern San Joaquin County Groundwater Banking Authority	Eastern San Joaquin Region IRWMP Update	45	\$545,925
Northeastern San Joaquin County Groundwater Banking Authority	Integrated Regional Conjunctive Use Program Concept Plan	33	\$0
Rancho California Water District	Upper Santa Margarita Watershed IRWM Plan Update and Special Studies	37	\$0
Regional Water Authority	American River Basin IRWMP Update	50	\$403,848
Regional Water Management Foundation	Santa Cruz IRWM Prop 84 Regional Planning Grant	49	\$999,750
Sacramento River Watershed Program	Interregional Mercury Plan for the Sacramento River Watershed	33	\$0
San Benito County Water District	Pajaro River Watershed Integrated Regional Water Management Plan Update	50	\$996,170
San Diego County Water Authority	San Diego IRWM Planning Grant Proposal	51	\$1,000,000
San Luis and Delta Mendota Water Authority	Westside-San Joaquin Regional Planning Grant Application	36	\$0
Santa Ana Watershed Project Authority	SAWPA IRWM Plan	43	\$1,000,000
Santa Barbara County Water Agency	Santa Barbara County IRWM Plan 2012	42	\$555,737
Sequoia Riverlands Trust	Southern Sierra IRWM Planning Grant	33	\$0
The River Exchange	Regional Planning Grant for the Development of an IRWM Plan for the Upper Sacramento-McCloud-Lower Pit Region (Upper Sac)	45	\$592,470
Tuolumne Utilities District	Tuolumne - Stanislaus Integrated Regional Water Management Planning Grant	51	\$636,380
Upper Kings Basin IRWM Authority	Upper Kings Basin IRWM Authority - IRWMP Update	46	\$236,890
Upper Mokelumne River Watershed Authority	Mokelumne/Amador/Calaveras IRWM Region	49	\$250,909
Watersheds Coalition of Ventura County	WCVC IRWM Plan Update	46	\$485,694
Yolo County Flood Control and Water Conservation District	Westside RWMG IRWMP Proposal	42	\$1,000,000
Yosemite/Sequoia Resource Conservation & Development Council	Madera Region IRWM Plan Update 2011	34	\$0
Yuba County Water Agency	Yuba Region IRWMP Update 2	34	\$0

Proposal Solicitation Package

On Tuesday, September 28th, DWR's IRWM Program received 39 Planning Grant applications for a total grant request of almost \$27M and a total project cost of \$41.5M. Out of the 39 applications, 37 are from single regions and two are for Inter-Regional applications that involve more than one IRWM region. The summary table includes details on all 39 applications.

☛ **Proposition 84: Planning Grant Round 1 Applications Submitted Summary Table [PDF] (80 KB)**

☛ **Proposition 84: Round 1 Planning Grant PSP [PDF] (1.4 MB)**

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Proposition 84: Planning Grant Round 1 Applications Submitted

Funding Area	Organization Name	Proposal Title	Amount Requested	Total Project Cost
North Coast				
North Coast	County of Humboldt	North Coast Integrated Regional Water Management Plan, Phase III	\$1,000,000	\$2,335,000
San Francisco Bay Funding Area				
San Francisco Bay Area	Marin Municipal Water District	San Francisco Bay Area IRWM Plan Update	\$842,556	\$1,412,317
Central Coast Funding Area				
Greater Monterey County	Monterey Bay Sanctuary Foundation	Regional Planning Grant to Complete an IRWM Plan for the new Greater Monterey County Region	\$755,264	\$1,150,164
Monterey Peninsula, Carmel Bay & South Monterey Bay	Monterey Peninsula Water Management District	Work Plan to Update the Monterey Peninsula, Carmel Bay, and South Monterey Bay Integrated Regional Water Management Plan	\$995,000	\$1,710,762
Pajaro River Watershed	San Benito County Water District	Pajaro River Watershed Integrated Regional Water Management Plan Update	\$996,170	\$1,417,574
Santa Barbara County	Santa Barbara County Water Agency	Santa Barbara County IRWM Plan 2012	\$555,737	\$771,629
Santa Cruz County	Regional Water Management Foundation	Santa Cruz IRWM Prop 84 Regional Planning Grant	\$999,750	\$1,507,358
Los Angeles-Ventura Funding Area				
Gateway	Gateway IRWM Authority	Gateway Regional IRWMP Planning Grant Application	\$950,000	\$1,357,000
Greater Los Angeles County	Los Angeles County Flood Control District	Greater Los Angeles County IRWM Plan Update	\$1,000,000	\$1,352,560
Upper Santa Clara River	Castaic Lake Water Agency	Upper Santa Clara River IRWMP 2010 Update	\$266,250	\$355,000
Watersheds Coalition of Ventura County	Watersheds Coalition of Ventura County	WCVC IRWM Plan Update	\$485,694	\$702,300
Lahontan Funding Area				
Antelope Valley	Antelope Valley State Water Contractors Association	Antelope Valley Integrated Regional Water Management Planning Grant Proposal	\$472,919	\$807,691
Inyo-Mono	California Trout	Inyo-Mono IRWM Plan Revision Project	\$237,615	\$331,653
Santa Ana Funding Area				
Santa Ana Watershed Project Authority	SAWPA	SAWPA IRWM Plan	\$1,000,000	\$1,754,533
Colorado River Funding Area				
Borrego Valley	Borrego Water District	Anza Borrego Desert IRWM Planning Grant	\$510,399	\$680,532
Coachella Valley	Coachella Valley Water District	Coachella Valley IRWM Planning Grant Proposal	\$1,000,000	\$1,386,380
Imperial Valley	Imperial Irrigation District	Imperial Integrated Regional Water Management Plan	\$1,000,000	\$1,512,500
San Diego Funding Area				
San Diego	San Diego County Water Authority	San Diego IRWM Planning Grant Proposal	\$1,000,000	\$1,465,880
South Orange County Watershed Management Area	County of Orange	South Orange County IRWM Regional Planning Grant	\$457,416	\$904,660
Upper Santa Margarita	Rancho California Water District	Upper Santa Margarita Watershed IRWM Plan Update and Special Studies	\$999,090	\$1,809,609
Sacramento River Funding Area				
American River Basin	Regional Water Authority	American River Basin IRWMP Update	\$403,848	\$538,464
Cosumnes American Bear Yuba	CABY- Regional Water Management Group	CABY Regional Planning Grant Application	\$647,593	\$947,935
Northern Sacramento Valley – 4 County Group	Butte County Department of Water and Resource Conservation District	Northern Sacramento Valley RWMG IRWMP Proposal	\$1,000,000	\$1,334,000
Upper Pit River Watershed	Northeastern California Water Association	Upper Pit River Watershed Regional Planning Grant Application	\$649,713	\$828,953

Proposition 84: Planning Grant Round 1 Applications Submitted

<u>Funding Area</u>	<u>Organization Name</u>	<u>Proposal Title</u>	<u>Amount Requested</u>	<u>Total Project Cost</u>
Upper Sacramento-McCloud	The River Exchange	Regional Planning Grant for the Development of an IRWM Plan for the Upper Sacramento-McCloud-Lower Pit Region (Upper Sac)	\$592,470	\$789,960
Westside-Sacramento	Yolo County Flood Control and water Conservation District	Westside RWMG IRWMP Proposal	\$1,000,000	\$1,586,800
Yuba County	Yuba County Water Agency	Yuba Region IRWMP Update 2	\$358,252	\$584,372
Interregional Mercury Plan for Sac River	Sacramento River Watershed Program	Interregional Mercury Plan for the Sacramento River Watershed	\$492,403	\$666,118
San Joaquin Funding Area				
Central California	Mariposa County Resource Conservation District	Yosemite/ Mariposa County Integrated Regional Water Management Plan	\$996,818	\$1,969,779
East Contra Costa County	Contra Costa Water District	East Contra Costa County Prop 84 Planning Grant Application	\$449,843	\$600,000
Eastern San Joaquin	Northeastern San Joaquin County Groundwater Banking Authority	Eastern San Joaquin Region IRWMP Update	\$545,925	\$728,800
Madera	Yosemite/Sequoia Resource Conservation & Development Council	Madera Region IRWM Plan Update 2011	\$278,463	\$371,303
Merced	Merced Area Groundwater Pool Interests (MAGPI)	Merced Integrated Regional Water Management Plan	\$719,010	\$1,085,513
Mokelumne-Amador-Calaveras	Upper Mokelumne River Watershed Authority	Mokelumne/Amador/Calaveras IRWM Region Proposition 84 Planning Grant Application	\$250,909	\$348,000
Tuolumne-Stanislaus	Tuolumne Utilities District (TUD)	Tuolumne - Stanislaus Integrated Regional Water Management Planning Grant	\$636,380	\$1,034,192
Interregional - Mokelumne & East San Joaquin	Northeastern San Joaquin County Groundwater Banking Authority	Integrated Regional Conjunctive Use Program Concept Plan	\$229,800	\$307,200
Tulare-Kern Funding Area				
Southern Sierra	Sequoia Riverlands Trust	Southern Sierra IRWM Planning Grant	\$975,525	\$1,365,115
Upper Kings Basin Water Forum	Upper Kings Basin IRWM Authority	Upper Kings Basin IRWM Authority - IRWMP Update	\$236,890	\$336,850
Trans-San Joaquin-Tulare/Kern Funding Area				
Westside-San Joaquin	San Luis and Delta Mendota Water Authority	Westside-San Joaquin Regional Planning Grant Application	\$1,000,000	\$1,393,400
			\$26,987,702	\$41,541,856



**Santa Barbara County Parks Department
Cachuma Lake Recreation Area**

**Summary of Aquatic Invasive Species Vessel Inspection Program
and Early Detection Monitoring Program: November 2010**

VESSEL INSPECTIONS/Launch Data:

Santa Barbara County Parks – Cachuma Lake Boat Launch Data – November 2010		
Inspection Data		
Total Vessels entering Park	498	
Total Vessels launched	496	
Total Vessels Quarantined	2	0%
Returning with Boat Launch Tag	415	84%
Arriving new: Inspected, washed	81	16%
Launched w/ 4-stroke engines	143	29%
Launched w/ 2-stroke engines	353	71%
Quarantine Data		
Total Vessels Quarantined	2	
Quarantined 7 days	1	
Quarantined 14 days	1	
Quarantine Reasons -- May be several for 1 boat		
Water on board or in engine	1	
Debris on hull	0	
Plug installed	0	
Infected areas	0	
Ballast tanks	0	
Boat longer than 24 feet	0	
Out-of-state	1	AZ
Unspecified	0	
Demographic Data		
Quarantined from infected areas	1	0%
Quarantined from SB County	1	

Boat Launch Tags: Boats with Cachuma Lake Boat Launch Tags attached to boat and trailer. These boats have not been removed from trailer since last visit and are not subject to complete inspection or decontamination. No mussel species have been located on any vessel entering Cachuma Lake as of November 30, 2010.

CACHUMA LAKE QUAGGA SURVEY:

Summary: No Dreissenid mussels were detected

Inspection site: Cachuma Lake Marina, Santa Barbara County, California

Inspection Date and Time : 2010.11.13; 0930 – 1330 PDT

Method: 14 PVC/Cement/Plastic Mesh Sampling Stations; 394 linear feet of line

Surveyors: Liz Gaspar & Melissa Kelly, (SB County Parks), with assistance from Dunn School interns Shannon Carroll, Lance Plater, and Anthony Silvino

Lake Elevation: 735.64 from maximum of 753 feet

Prepared by Liz Gaspar, Park Naturalist, Santa Barbara County Parks



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 – 452
LND – 6.00/WTR 4.00
Cachuma Lake

RECEIVED

DEC 08 2010

DEC 13 2010

Mr. Tom Fayram
Director of Parks
County of Santa Barbara
610 Mission Canyon Road
Santa Barbara, California 93105

CACHUMA O&M BOARD

Subject: Extension of the Period of Performance under Management Agreement (Agreement)
No. 14-06-200-600 (Agreement) – Cachuma Project, Central Valley Project

Dear Mr. Fayram: *Tom*

The Santa Barbara County Parks Department (County Parks) has expressed an interest in obtaining an additional interim extension of the existing Agreement for the Operation and Maintenance of recreational facilities at Lake Cachuma in order to accommodate the completion of the Resource Management Plan and the subsequent negotiation of a renewal Agreement for Lake Cachuma. Reclamation has determined that it is in the best interest of the United States to extend the interim period of performance of the Agreement for an additional two years.

The County Parks shall comply with all applicable state and federal laws including but not limited to environmental compliance. The County Parks shall not initiate construction on Reclamation project lands or facilities without Reclamations prior approval. Otherwise, pursuant to Article 3 of the subject Agreement, Reclamation is extending the term from January 12, 2011 to December 31, 2013. All other terms and conditions of Agreement No. 14-06-200-600 shall remain in full force and effect during this interim period.

County Parks may extend existing subcontracts on a year-to-year basis not to exceed two years ending December 31, 2013. In the event a new long-term management agreement is executed prior to December 31, 2013, County Parks will operate and maintain Lake Cachuma recreational facilities pursuant to the terms and conditions of the renewal.

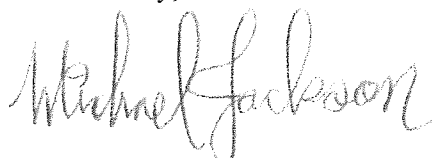
Reclamation recognizes the importance of the recreational resources at Lake Cachuma to the recreating public and the economy of Santa Barbara County. Reclamation congratulates County Parks on the completion of over 57 years of successful operation at Lake Cachuma providing recognized recreational opportunities for the people in Santa Barbara and the entire State of California.

ITEM # 5f
PAGE 1

During this interim period, Reclamation looks forward to working with the County Parks to ensure the availability of these recreational opportunities are recognized well into the future. If you agree with the above, please have the appropriate officials sign this Interim Agreement. One signed copy is for your records and one signed copy should be mailed to: Area Manager, Bureau of Reclamation, 1243 N Street, and Fresno, California 93721.

If you have any questions regarding this matter, please feel free to contact Sheryl Carter, Chief, Lands Management Division at 559-487-5299 or at 800-735-2929 for the hearing impaired.

Sincerely,



Michael P. Jackson. P. E.
Area Manager

In Duplicate:

This two year extension of the existing Agreement No. 14-06-200-600 is hereby accepted by Santa Barbara County.

By: _____
Chair, Board of Supervisors
Of the County of Santa Barbara
State of California

Date

ATTEST: Ms. Chandra L. Wallar
Clerk of the Board

By: _____
Deputy

Date

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

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

DECEMBER 2010

LAKE CACHUMA DAILY OPERATIONS

RUN DATE: December 15, 2010

DAY	ELEV	STORAGE		COMPUTED* INFLOW AF.	CCWA INFLOW AF.	PRECIP ON RES. SURF. AF.	RELEASE - AF.				EVAP		PRECIP INCHES	
		ACRE-FEET IN LAKE	CHANGE				TUNNEL	HILTON CREEK	OUTLET	SPILLWAY	AF.	INCH		
1	735.35	146,533												
1	735.31	146,432	-101	-17.9	0.0	.0	60.8	11.9	.0	.0	10.4	.075	.00	
2	735.27	146,331	-101	-17.5	0.0	.0	59.6	11.9	.0	.0	12.0	.087	.00	
3	735.24	146,256	-75	20.3	0.0	.0	74.3	11.1	.0	.0	9.9	.072	.00	
4	735.21	146,180	-76	14.4	0.0	10.4	75.8	11.2	.0	.0	13.8	.100	.05	
5	735.17	146,080	-100	-14.1	0.0	.0	59.9	11.2	.0	.0	14.8	.107	.00	
6	735.18	146,105	+25	-14.8	0.0	123.2	58.0	11.3	.0	.0	14.1	.102	.59	
7	735.15	146,029	-76	0.7	0.0	.0	60.8	11.2	.0	.0	4.7	.034	.00	
8	735.11	145,929	-100	-23.0	0.0	2.1	58.9	11.2	.0	.0	9.0	.065	.01	
9	735.09	145,878	-51	17.7	0.0	.0	49.7	11.2	.0	.0	7.8	.057	.00	
10	735.08	145,853	-25	3.2	31.9	.0	43.6	11.3	.0	.0	5.2	.038	.00	
11	735.06	145,803	-50	14.1	3.1	.0	46.1	11.1	.0	.0	10.0	.073	.00	
12	735.03	145,727	-76	9.1	0.0	.0	58.9	11.3	.0	.0	14.9	.108	.00	
13	735.00	145,652	-75	8.5	0.0	.0	62.6	11.3	.0	.0	9.6	.070	.00	
14	734.97	145,577	-75	13.2	0.0	2.1	70.0	11.2	.0	.0	9.1	.066	.01	
15	734.93	145,478	-99	-10.8	0.0	4.2	74.3	11.5	.0	.0	6.6	.048	.02	
TOTAL (AF)			-1,055	3.1	35.0	142.0	913.3	169.9	.0	.0	151.9	1.102	.68	
(AVG)		145,954												

COMMENTS:

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

DATA BASED ON 24-HOUR PERIOD ENDING 0800.

INDICATED OUTLETS RELEASE INCLUDE ANY LEAKAGE AROUND GATES.

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**Project Status South Coast Conduit Upper Reach Reliability Project (2nd Barrel)
Report: 12/14/10**

Project	Engineering Design	CEQA Environmental Compliance	NEPA Environmental Compliance	Land Access/Easement Acquisition	Revegetation/Weed Abatement	Mitigation Plans	Bid Process	Construction Management Services	Award Contract for Construction
South Coast Conduit/Upper Reach Reliability Project (2nd Barrel)	Technical Specifications and Design completed April 2010.	Final Environmental Impact Report/CEQA completed February 2009.	Final Environmental Impact Statement/NEPA document will be complete 11/30/2010, then follow NEPA process. 1. Distributed by COMB to Reclamation Offices on 12/2/10 2. Notice of Availability posted 12/10/10 for 30 days Please see link: http://federalregister.gov/a/2010-31039 3. Record of Decision (ROD) signed by the Regional Director at Reclamation after Environmental Review NEPA process complete: 1/31/2011	1. Permit to Enter, Right of Way Agreement and Easement Deed completed for all impacted private landowners. 2. Permit easement acquisition of USBR and Goleta Water District property within the 2nd Barrel alignment currently in process to be completed 10/2010.	1. Revegetation plan in progress by SAIC. 2. Weed abatement of 2nd barrel alignment completed 7/30/09 for 2009 growing season. 3. Weed Abatement for 2010 growing season began January 2010.	Weed Identification and Removal Manual completed March 2009. Draft Special Status Species Protection Plan complete April 2009.	1. COMB Bond funding approved at March 22nd board meeting- bid documents to be re-issued on 4/20/2010.	Construction Management Services awarded to AECOM/Boyle and approved by board 6/22/09.	1. Contractor bid scheduled to take place on 5/18/2010 pending COMB Bond funding approval. 2. Bids received 5/18/2010. 3. The lowest qualified bidder has been notified. The contract has not yet been awarded due to delays in receiving the Section 106 permit. Please see Section 106 notes under the permit status sheet.

*Red italic text indicates update

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

Agency	Permit	Status	Notes
U.S. Fish and Wildlife Service (USFWS)	Section 7 of the Endangered Species Act Consultation	Issued 11/4/2009	Part of 404 - no separate application.
Regional Water Quality Control Board (RWQCB)	Section 401 of the CWA certification: General Permit for Storm Water Discharges Associated with Construction Activity (CWA Section 402) Note: Section 402 Notice of Intent will not be submitted until just before construction.	Issued 5/20/2009 (expires March 2011)	Water Quality Certification#34209WQ06 issued. Contractor - 401-SSWP 402 Dewatering discharge.
California Department of Fish and Game (CDFG)	Streambed Alteration Agreement	Issued 7/13/2009 Doesn't "expire". Must have a copy of the letter, application and all attachments available at the work site at all times.	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. Standard Permit conditions.
Santa Barbara Air Pollution Control District	Authority for enforcing dust control measures	Not required.	Permits "not required" was determined during 8-6-09 conference call. Covered in EIR.
Santa Barbara County	Finding of consistency with the General Plan under California Government Code 65402	Not required.	Permits "not required" was determined during 8-6-09 conference call. Covered in EIR.
National Marine Fisheries Service (NMFS)	Section 7 of the Endangered Species Act Consultation	Issued 7/1/2010	1. USACE has requested responses to NMFS questions on 20 July; responses sent July 30th. Part of 404 - no separate application. 2. Revegetation Plan is accepted. 3. Clarification for maintenance, revegetation and construction easement width at main stem of Glen Anne creek crossing sent by COMB to Darren Brumback at NOAA on 10/8/09 and 10/19/09. 4. Steelhead Survey completed on 3/29/10 resulting in no sign of steelhead- report sent to USACE on 3/31/10. USACE will submit survey to NMFS to issue a letter of no-effect with informal consultation. 5. NMFS letter of concurrence will be final by July 2010 and sent out to the ACOE, per NMFS staff. Section 7 Consultation for steelhead will be complete. 6. NMFS letter of concurrence issued 7/1/2010. Consultation complete.
U.S. Army Corps of Engineers (USACE) Section 404 Permit	Section 404 of the Clean Water Act (CWA) permit	Pending	<i>Pending :</i> 1. Section 106 Consultation with State Historic Preservation Office (SHPO)- Concurrence with Reclamation Finding of No Adverse Effect to Historic Properties, complete 1/10/2011 2. ROD- complete 1/31/2011 3. Section 404 Permit in hand 2/25/2011- Award contract
U.S. Bureau of Reclamation	Construction Permit	Pending	Pending Record of Decision
State Historic Preservation Office	Section 106 of the National Historic Preservation Act review	Pending	<i>December 2010:</i> <i>Reclamation Finding of No Adverse Effect to Historic Properties for Section 106 of the National Historic Preservation Act submitted to SHPO on 12/2/2010.</i> <i>30 day review period began 12/6/10- SHPO letter of concurrence with Finding of No Adverse Effect to Historic Properties complete by 1/10/2011.</i> <i>Section 106 process complete pending ROD signature by 1/31/2011</i> <i>*Please see previous permit status reports for history of Section 106 status.</i>

Cachuma Operation & Maintenance Board
Draft Bond Financing Schedule
2nd Pipeline Project
as of December 2010

3/22/2010	COMB approved bond documents, MWD Contribution Agreement (substantially the same form), and Bond Indemnification Agreement, and authorized the sale of bonds contingent upon approval of qualified lowest bidder	COMB
5/18/2010	Received Construction Bids	COMB
1/13/2011	Reconcile language in CA to be consistent with POS - (MWD & SB)	SYCR
1/14/2011	Redistribute GWD and SB POS Appendices	SYCR
1/24/2011	Comments due on GWD and SB POS Appendices	ALL

Assumes all Permits in Hand by late January

1/24/2011	COMB approves Project Expenditure	COMB
2/8/2011	Send POS to Rating Agencies for Update	SYCR
2/8/2011	Send POS to Assured Guarantee for Insurance Quote	SYCR
2/8/2011	Distribute Final Draft of POS including Appendices	SYCR
2/8/2011	Goleta Board ratifies Project Expenditure	GWD
2/8/2011	Santa Barbara City Council ratifies Project Expenditure/Approves CA	SB City
2/9/2011	Carpintera Board ratifies Project Expenditure	CVWD
2/8/2011	Montecito Board ratifies Project Expenditure/Approves CA	MWD
2/15/2011	SYRWCD ID#1 Board ratifies Project Expenditure	SYRWCD ID#1
2/17/2011	Receive Updated Confirmations on Ratings	FA
2/18/2011	COMB approves MWD Final Contribution Agreement COMB approves SB City Contribution Agreement	COMB
2/21/2011	Sign Off on POS	COMB
2/21/2011	Print and Distribute Preliminary Official Statement	SYCR
2/25/2011	Pre-Price Bonds	CITI, COMB, FA
2/25/2011	Price Bonds and Sign Purchase Contract	CITI, COMB, FA
2/28/2011	Award Construction Contract	COMB
3/4/2011	Print Official Statement	SYCR
3/14/2011	Pre-close	All
3/17/2011	Closing and Delivery of Funds	All
3/18/2011	Issue Notice to Proceed	COMB



CACHUMA OPERATION AND MAINTENANCE BOARD
3301 Laurel Canyon Road
Santa Barbara, California 93105-2017
Telephone (805) 687-4011
FAX (805) 569-5825
www.cachuma-board.org

December 20, 2010

President
Carpinteria Valley Water District
1301 Santa Ynez Avenue
Carpinteria, CA 93013

Subject: South Coast Conduit Upper Reach Reliability Project

Dear _____:

After many months of discussion regarding funding for the South Coast Conduit Upper Reach Reliability Project (2nd Pipeline Project), in November 2009 the Carpinteria Valley Water District (CVWD) declined to fund its share of the 2nd Pipeline Project. After much deliberation by the Santa Barbara City Council (City), Goleta Water District (GWD), and Montecito Water District (MWD) Boards, these three Member Units agreed to fund the total cost of the project themselves, acknowledging the inequity of CVWD's lack of participation, but recognizing the importance and necessity of constructing the 2nd Pipeline Project. MWD decided to pay its share in cash through a Contribution Agreement, and GWD and the City decided to fund their respective shares through a bond issuance by COMB. Subsequent to CVWD's action, all of the Cachuma Member Units approved the COMB bond, and COMB gave its unanimous approval on March 10, 2010.

The COMB JPA also requires a unanimous vote by COMB, and ratification by all Member Units, for any project expenditure over \$1 million, so second round of approvals is still needed before the project can move forward. Because CVWD will benefit from construction of the 2nd Pipeline Project, and to eliminate the inequity of the other South Coast Member Units paying for CVWD's share of the project, COMB requests that the District reconsider its earlier decision, and agree to participate in funding its entitlement share of the capital cost, as provided under the COMB Joint Powers Agreement (JPA) for any financial obligation over \$1 million. The total estimated cost of the project is \$10,450,000, with a not to exceed amount of \$11,000,000. CVWD's share of that cost would be \$1,274,900 and \$1,342,000 respectively.

ITEM # 6d
PAGE 1

There are several funding options that the CVWD Board might consider. These include the following:

1. Participate in the 30 year COMB bond for 12.2% of the total project cost, not to exceed \$11M, with GWD and the City. COMB will carry the debt.
2. Enter into a Contribution Agreement with COMB to pay 12.2% of the total project cost, not to exceed \$11M.
3. If acceptable to GWD, the City, and MWD, these three Member Units could front CVWD's share of the total project cost, and CVWD would enter into an agreement with COMB to repay its 12.2%, plus interest, over 30 years. CVWD's payments would be returned proportionately to GWD, the City, and MWD.

As you are aware, COMB has received an excellent bid for construction of the 2nd Pipeline Project, and the contractor, Blois Construction, Inc. has agreed to extend the bid while awaiting all permitting to be completed. We should have all regulatory permits in hand by late January 2011. Final approvals for the project expenditure need to occur very shortly thereafter so that the funding process can be completed. Therefore, time is of the essence. COMB will need an official response from your District by January 12, 2011 or we will assume that CVWD does not wish to participate in the 2nd Pipeline project. It is, of course, our hope to receive an affirmative response to this letter by the stated deadline.

If you have any questions, please don't hesitate to call our General Manager, Kate Rees.

Sincerely,

Lauren Hanson
President of the Board

Enclosures

2nd pipe_CVWD Hanson to CVWD pres re funding for 2nd pipe_122010



CACHUMA OPERATION AND MAINTENANCE BOARD
3301 Laurel Canyon Road
Santa Barbara, California 93105-2017
Telephone (805) 687-4011
FAX (805) 569-5825
www.cachuma-board.org

December 20, 2010

Chief Adam Cuevas
California Highway Patrol
4115 Broad Street, Suite B-10
San Luis Obispo, CA 93401

RE: Support of Ban on Hauling Hazardous Waste Materials on Portions of Highway 154,
Santa Barbara County

Dear Chief Cuevas:

The Cachuma Operation and Maintenance Board (COMB) is a California Joint Powers Authority comprised of the City of Santa Barbara, Goleta, Montecito, and Carpinteria Valley Water Districts, and the Santa Ynez River Water Conservation District, Improvement District No. 1. COMB operates and maintains the water delivery conveyance system of the Cachuma Project, which includes Bradbury Dam, Lake Cachuma, Tecolote Tunnel, and the South Coast Conduit pipeline and facilities. Lake Cachuma is the primary drinking water supply for the south coast of Santa Barbara County, and protection of the water quality in Lake Cachuma is essential.

The purpose of this letter is to concur with Santa Barbara County's request that the CHP take administrative action to restrict the transportation of hazardous materials along those portions of Highway 154 (SR-154) in Santa Barbara County that are located within the watershed of Lake Cachuma, which is a primary, terminal drinking water supply reservoir that meets the requirements specified in California Vehicle Code section 31304 (a)(1)(B).

COMB supports the County's position with regard to this matter, and requests that transportation of all hazardous materials be restricted on SR-154 from Route 246 (milepost 8.11) to US- 101 (milepost 32.28) in order to eliminate the potential for water quality contamination from the transport of hazardous materials in the vicinity of Lake Cachuma. This restriction should include exemptions for necessary access to local pickup and delivery points, as well as for emergency circumstances.

US-101 intersects SR-154 at both ends making US-101 a preferred through fare for hazardous material transportation. Given the number of major accidents that have occurred on SR-154, US-101 is a much safer route for hazardous material transportation. Its close proximity to the US-101 route, and the fact that US-101 is a direct alternate route for vehicles that would have otherwise used SR-154, restricting hazardous materials on SR-154 will have no effect on

December 20, 2010
Page 2

through transportation. It will also eliminate hazardous materials exposure to the drinking water reservoir.

Protection of the public's drinking water, health and safety is of paramount importance, and COMB encourages the CHP to take the appropriate administrative action.

Very truly yours,

Lauren Hanson
President of the Board

cc: Janet Wolf, Santa Barbara County, 2nd District Supervisor
Doreen Farr, Santa Barbara County, 3rd District Supervisor
COMB Board of Directors



**BOARD OF SUPERVISORS
AGENDA LETTER**

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: BOS
Department No.:
For Agenda Of: 12/07/2010
Placement: Administrative
Estimated Tme:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors

FROM: Board Member(s) Doreen Farr, Third District Supervisor
Janet Wolf, Second District Supervisor
Staff Contact Chris Henson, 568-2192
Info: Mary O’Gorman, 568-2191

C.H. Farr D.F.
J. Wolf

SUBJECT: Ban of Hazardous Materials on State Highway 154

County Counsel Concurrence

As to form: N/A

Auditor-Controller Concurrence

As to form: N/A

Other Concurrence: N/A

Recommended Actions: That the Board of Supervisors:

- A. Approve the letter to the California Highway Patrol asking them to ban all hazardous materials transported on Highway 154 from milepost 8.11 to US-101 at milepost 32.28 except for local deliveries;
- B. Request written concurrence from affected surrounding jurisdictions that the proposed restriction is compatible with all requirements of §31304 of the California Vehicle Code to protect the water quality of Lake Cachuma;
- C. Request our state lobbyist to work with the Santa Barbara County Association of Governments to pursue legislation to further restrict the size of trucks on State Route 154 by size and/or weight due to the narrow lanes, lack of shoulders and steep grades of the roadway.

Summary Text:

On October 21st the Santa Barbara County Association of Governments (SBCAG) Board of Directors heard a report given by Caltrans and the California Highway Patrol (CHP) about traffic safety issues on Highway 154. SBCAG requested this report in response to public concern due to the high numbers of serious collisions on the highway. The CHP and Caltrans provided information about several measures that each agency will take to address the safety issues.

After taking public testimony, SBCAG voted unanimously to pursue expanding the current ban on hauling hazardous waste to include all hazardous materials transported on the highway.

The purpose of this letter is to request that the CHP take administrative action to restrict the transportation of hazardous materials along those portions of Highway 154 in Santa Barbara County that are located within the watershed of Lake Cachuma which is a drinking water reservoir for almost 200,00 people. This restriction meets the requirements specified in California Vehicle Code section 31304 (a) (1) (B).

We specifically request that all hazardous materials transportation be restricted on SR-154 from Route 246 (milepost 8.11) to US-101 (milepost 32.28) in order to eliminate hazardous materials transportation through the watershed of Lake Cachuma. The restriction should include exemptions for necessary access to local pickup and delivery points. Additionally, an exemption for emergency circumstances, with the concurrence of a member of the agency having traffic law enforcement authority, should also be included.

The proximity of US-101 to SR-154 and the fact that US-101 intersects SR-154 at both ends make US-101 a preferred through route for hazardous materials transportation. The US-101 route is a direct alternate route for vehicles that would have used SR-154 and greatly reduces the risk of hazardous materials exposure to the drinking water reservoir. Given the proximity of the US-101 route, restricting Hazardous Materials on SR-154 will have no adverse effect on through transportation.

Additionally, we request that the County request written concurrence from affected surrounding jurisdictions that the proposed restriction is compatible with through transportation to ensure all requirements of §31304 are met.

We believe that this action is necessary to protect the public's health and safety and meets all of the legal requirements to restrict Hazardous Materials transportation as provided in Vehicle Code §31304.

Attachments:

Draft letter to California Highway Patrol

Draft letter to affected jurisdictions

Authored by: Chris Henson

CC:

Draft Letter Seeking Concurrence from Affected Municipalities

Dear Municipal Stakeholder,

On October 21st the Santa Barbara County Association of Governments (SBCAG) Board of Directors voted unanimously to pursue expanding the current ban on hauling hazardous waste to include all hazardous materials transported on Highway 154 (SR-154). This action was taken after hearing a report by Caltrans and the California Highway Patrol (CHP) about traffic safety issues on SR-154, and after hearing from the public during public testimony. Following the SBCAG action, on December 7th the Santa Barbara County Board of Supervisors voted to submit a formal request to CHP asking that they take administrative action to expand the ban.

The purpose of this letter is to request written concurrence from your jurisdiction that the proposed restriction expansion is compatible with California Vehicle Code section 31304 (a)(1)(B). Please join the County of Santa Barbara and send a letter from your jurisdiction to the California Highway Patrol to assure your concurrence, thereby ensuring that the watershed of Lake Coachman and the drinking water for our community is safe from potential spills of hazardous materials and waste. It is specifically requested that this expanded restriction on the transport of hazardous waste and hazardous materials on SR-154 should include exemptions for necessary access to local delivery and pickup points, and emergency vehicle and law enforcement access should not be impeded.

Attached for use as a template is the letter sent by the County of Santa Barbara to CHP regarding the expanded ban on hazardous waste and materials hauling on SR-154. Please address your letter to:

Chief Adam Cuevas
California Highway Patrol
4115 Broad Street, Suite B-10
San Luis Obispo, CA 93401

Thank you for concurrence on this important issue. Please contact Chris Henson with Supervisor Farr's office at 568-2192 if you have any questions or would like further information about this request.

Sincerely,

Janet Wolf
Second District Supervisor

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Doreen Farr
Third District Supervisor

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COMB OPERATION AND MAINTENANCE BOARD

MEMORANDUM

DATE: December 20, 2010
TO: BOARD OF DIRECTORS
FROM: Kate Rees, General Manager
Jim Colton, Engineer
RE: LAND USE AUTHORIZATION POLICY AND PROCEDURES

Recommendation:

1. Approve COMB Land Use Authorization Policy and Procedures, Permit Application, Permit, and Fee Schedule
2. Authorize the General Manager to Implement COMB Land Use Authorization Policy

Discussion:

COMB staff has been directed to research and provide recommendations for situations where property owners or utilities request Land Use Authorization in relation to either RECLAMATION easements or fee owned land. As COMB is charged with operating, maintaining, and protecting the South Coast Conduit (SCC) staff recommends that the Board consider approving a COMB Land Use Policy to supplement Reclamation encroachment procedures. Subsequently, staff has prepared draft land use authorization policies, procedures, applications, and special provisions for COMB land use authorizations. The final land use documents to be used for COMB's permitting activities have incorporated comments from the member units and COMB's General Counsel as described below.

On August 16, 2010 staff attended a RECLAMATION Permitting Process seminar and prepared a memorandum to the Board on August 23, 2010. In consideration of Reclamation's comments concerning recommended agency encroachment policies, COMB's Encroachment Process flow chart (attached) outlines staff's recommended policy. The flow chart has been reviewed and approved by Reclamation's Lands Division Chief.

In general, the flow chart provides for RECLAMATION to handle the more complex and permanent encroachment permit requests, and issue encroachment permits or licenses for those situations. COMB will handle routine encroachment requests that are temporary or minor in nature through the issuance of approval letters or permits. If the land use request is minor or temporary on property owned in fee by Reclamation, COMB

will be authorized to issue a license or permit utilizing the proposed COMB "Land Use Authorization Permit" form with associated "Standard Conditions". Per the flow chart, staff will continue to work closely with Reclamation in identifying the more complex requests for project impact assessment purposes.


The attached policy also authorizes COMB staff to pursue unauthorized existing encroachments. Staff has prepared a "Courtesy Easement Notification" letter (attached) to be sent to property owners when potential encroachments are discovered in the field. COMB staff has set up an encroachment file to document all encroachments, both approved and unauthorized, and will prepare a quarterly progress report of all encroachment activities.

As provided for in the proposed COMB Land Use Authorization Policy and Procedures, a fee and/or deposit will be collected per the attached fee and deposit schedule to cover the administrative costs of investigating the encroachment, processing the applications, issuing permits, and related expenses. If approved, the COMB Land Use Authorization Policy, permitting process, and permit application will be provided on the COMB website for the public to review and use.

As requested, staff has arranged a coordinated permitting effort with the County of Santa Barbara Planning Division to include a procedure for checking if the SCC is located on properties in question during its permitting process. As a result, a senior County planner is having the department's Permit Procedures Manual updated in numerous places to specifically refer planners who are processing permits to check for the SCC. If applicable, they will notify COMB and the property owners in their ten day permit application response letter. The City of Santa Barbara has only a few properties through which the SCC passes, and COMB staff will make similar arrangements with the City's Planning and Development Department for those properties as well.

To summarize, staff recommends approval of the COMB Land Use Authorization Policy and Procedures, and proceeding with land use requests within the SCC easement from property owners per the attached flow chart. Reclamation and COMB's General Counsel have confirmed that COMB has the authority to issue licenses or permits within the SCC easement per the existing Transfer of O&M Agreement, if the proposed encroachment does not impact the SCC facilities. Issuance of a conditional letter of approval, license, or permit would only be granted by COMB staff for projects that are minor or temporary in nature. Reclamation would handle all other requests, permits or licenses for encroachment.

Respectfully submitted,


Kate Rees
General Manager



CACHUMA OPERATION AND MAINTENANCE BOARD
3301 Laurel Canyon Road
Santa Barbara, California 93105-2017
Telephone (805) 687-4011
FAX (805) 569-5825
www.cachuma-board.org

December 20, 2010

Property Owner
Address
City, State

RE: COURTESY NOTIFICATION REGARDING THE U.S. BUREAU OF
RECLAMATION'S CACHUMA PROJECT SOUTH COAST CONDUIT

Dear Property Owner,

In the 1950's the United States acquired easements through certain Santa Barbara County properties, for the installation of a large diameter water pipeline known as the Cachuma Project South Coast Conduit (SCC) and associated structures. This pipeline is the main water transmission pipeline from Lake Cachuma to the south coast of Santa Barbara County, and serves agricultural lands and a population of approximately 200,000 people. The Cachuma Operation and Maintenance Board (COMB) manages the SCC facilities on behalf of the U.S. Bureau of Reclamation (Reclamation).

Please be advised that the policy of COMB and Reclamation is to assure that the SCC and all associated facilities are protected from damage, accessible during an emergency, and accessible for normal operation and maintenance. A SCC alignment map is attached for your reference. If your property or project is located in the vicinity of the SCC, please contact COMB or the County or City of Santa Barbara Planning Department to determine if a SCC easement exists on your property.

The use of federal lands or easements of the Cachuma Project under the jurisdiction of the Bureau of Reclamation requires advance written approval in the form of a conditional land use authorization letter, permit, or license. Applications for use of these lands or easements may be made to COMB, a California Joint Powers Authority established by agreement and acting as the contractor for Reclamation.

COMB's Land Use Authorization Policy and Procedures, and application forms can be accessed on our website at www.cachuma-board.org, or by calling 805-687-4011. Specific SCC easement information will be provided to you within approximately two weeks of your request.

Sincerely,

Kate Rees
General Manager

*City of Santa Barbara • Goleta Water District • Montecito Water District
Carpinteria Valley Water District • Santa Ynez River Water Conservation District, Improvement District #1
General Manager Kathleen A. Rees*

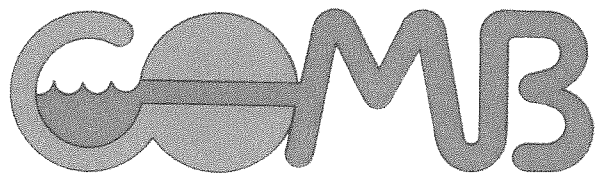
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CACHUMA OPERATION & MAINTENANCE BOARD



LAND USE AUTHORIZATION POLICY AND PROCEDURES



*3301 Laurel Canyon Road
Santa Barbara CA 93105
805 / 687-4011*

CACHUMA OPERATION & MAINTENANCE BOARD

LAND USE AUTHORIZATION PROCESS

POLICY

The United States Bureau of Reclamation (USBR) is the owner of certain lands and permanent easements for water transmission and distribution through the Cachuma Project South Coast Conduit conveyance system (SCC).

The Cachuma Operation & Maintenance Board (COMB) operates and maintains the South Coast Conduit (SCC) through a Contract for the Transfer of the Operation & Maintenance of the Cachuma Transferred Project Works, Contract No. 14-06-02002-5222R dated March 1, 2003 (Transfer O & M Agreement) with USBR, and through said agreement has the authority to approve certain Land Use Authorizations for third party activities within the Real Property lands or easements.

COMB policy is to keep and maintain all USBR fee-owned property and easements free from all encumbrances not in existence at the time of Transfer O & M Agreement. However, from time to time, various public utilities, governmental agencies, and private property owners request to jointly use Real Property lands or easements. COMB hereby establishes policies and procedures whereby Real Property lands or easements, which COMB has the duty to operate and maintain, may be jointly used by others.

COMB is not authorized under the Transfer O&M Agreement to grant any permanent interest in any USBR fee owned property. Proposed land uses onto USBR easements will be considered on an individual basis, focusing on protection of USBR facilities and the ability of COMB to access, construct, operate, maintain, repair, and replace USBR facilities. Land uses that are authorized under this policy shall be in the form of a conditional Approval Letter, License or Permit stating applicable terms and shall not grant an interest in the real property.

The Cachuma Project South Coast Conduit conveyance system is a vital water delivery resource to the South Coast of Santa Barbara County. All Agency decisions regarding encroachments within the SCC easements will be made based on protecting this important resource.

GENERAL REQUIREMENTS

No person shall make or have an existing encroachment on USBR lands without authorization from COMB or the USBR. All encroachments granted on USBR lands shall conform to the approved plans and the conditions of the Land Use Authorization *Approval Letter, License or Permit*. Any Land Use Authorization shall be limited to the Permittee or to the Permittee's agents. COMB personnel are not authorized and shall not give oral authorization for encroachments on USBR lands. Authorization to encroach upon USBR lands may be given only in writing pursuant to the provisions of this policy.

TYPES OF LAND USE AUTHORIZATIONS

COMB is authorized to approve three types of Land Use Authorizations as defined below:

- (A) A conditional *approval letter* involves an encroachment on land held in easement by the USBR and is considered temporary and minor in nature. Examples include: *temporary staging area, minor grading, temporary structures.*
- (B) A *license* can be issued on land owned in fee by the USBR and grants personal, revocable permission or authority for a person or entity to utilize a specific parcel of land for a specific purpose. *Licenses* involve installation or construction that are permanent in nature, such as distribution lines, access roads, trails, pipelines, and power lines. These are generally issued for a term that expires with the Transfer O & M Agreement, but are revocable by COMB or the USBR.
- (C) A *permit* can be issued on land owned in fee by the USBR and is generally considered to be a type of license. *Permits* do not convey possessory interest, but grants permission to use real property under specific, limited conditions. *Permits* are short term or one-time authorizations for miscellaneous temporary uses or privileges.

USBR will review all other applications. COMB shall provide application information and land use type to USBR to begin the USBR process.

ADMINISTRATION OF LAND USE AUTHORIZATIONS

Land use authorizations shall be administered pursuant to this policy. The COMB Board of Directors hereby delegates the General Manager authority to review applications for, and to approve temporary/minor Land Use Authorizations in the form of *Approval Letters, Licenses, or Permits*. The General Manager, based on applicable ordinances, policies, and standards shall determine the extent and nature of the encroachments to be permitted under this policy, the type of application and Land Use Authorization required, and the applicable fees. Permanent or complicated applications shall be processed by USBR with COMB assistance. The General Manager or Engineer shall administer and enforce this policy and shall do all things necessary to effect its purpose and intent, including:

- (1) Establish standards and promulgate regulations for Land Use Authorizations;
- (2) Accept applications, fees/deposits and impose conditions of approval;
- (3) Issue, and record if applicable, Encroachment Approval Letters, Licenses, or Permits when all applicable conditions are met;
- (4) Cause the property or easement to be inspected and assure completion of any work;

- (5) Terminate unauthorized encroachments by all appropriate legal means.
- (6) Address existing encroachments on real property easements by removal of encroachments at the expense of the owner, acceptance and issuance of a new Land Use Authorization, or relocation of USBR facilities at the expense of the owner.

When the nature of the encroachment requested is subject to other legal requirements or administrative regulations, or affects COMB's operations, the General Manager shall make every effort to ensure that work adheres to those other requirements and shall be guided by the policies of the Board of Directors in determining the disposition of the application. Applications that are not consistent with the various requirements shall be denied. The General Manager shall cause to be inspected all encroachments permitted under this policy to ensure compliance.

If work is undertaken on USBR lands without a valid Land Use Authorization, or an encroachment currently exists on the property or easement, the General Manager is authorized to:

- (1) Give appropriate notice that, in the opinion of COMB, the work constitutes or may constitute an encroachment and order the work to be stopped or removed until a Land Use Authorization is executed or a determination is made that the work does not constitute an encroachment; and
- (2) Assess a fee of double the normal COMB processing and inspection fee for the Land Use Authorization;
- (3) If a Land Use Authorization is not applied for within ten (10) business days after the notice was given, the General Manager may give notice that the USBR lands and any associated facilities, pump stations, pipelines or other appurtenances must be restored to its original condition at the sole cost of the person encroaching upon the property or easement. Should restoration not begin promptly, legal action may be commenced to protect the USBR interests;
- (4) Order mitigation of the violation where the General Manager determines that reasonable restoration of the site to its original condition is infeasible or that irreparable damage has been done to an environmentally sensitive area, habitat, or structure. Mitigation requirements may include purchase or exchange by the violator of like-kind real property or easement of similar or greater quality and quantity. Mitigation shall be at the sole cost of the violator;
- (5) Cause the suspension of any other encroachment relating to the same property until the prerequisite Land Use Authorization is obtained; and
- (6) Promulgate additional administrative guidelines and regulations to implement and clarify the authority to require restoration and mitigation.

The General Manager may revoke a Land Use Authorization or may, without payment or compensation by COMB, require related plans to be amended under any of the following situations:

- (1) Upon request of the Permittee;
- (2) When the site conditions or operative facts upon which the Land Use Authorization was sought were not accurately presented in the application;
- (3) When work as constructed or as proposed to be constructed or existing encroachments create a hazard to public health, safety, or general welfare;
- (4) When the Land Use Authorization violates COMB policy or provisions of Federal, State, or local law; or
- (5) When COMB's repair or installation of public improvements requires the revocation
- (6) Where the Land Use Authorization interferes with COMB's ability to properly operate and maintain USBR or COMB facilities.

PROCEDURE TO ISSUE LAND USE AUTHORIZATIONS

Applications for Land Use Authorizations shall be made in accordance with the policy and procedures established by COMB. All Land Use Authorization applications shall be subject to the review of the General Manager.

Applications shall be accompanied by evidence of environmental compliance, three (3) sets of design drawings showing all construction and installations within the U.S. Bureau of Reclamation Right of Way, and appropriate fees as outlined in the fee schedule.

Applicants must provide detailed plans, specifications, schedules, and estimates as may be required to determine the nature and extent of the encroachment. Applications will not be considered complete until all items have been submitted and fee's/deposits are paid.

Full size (24 x 36), detailed plans shall be prepared showing at a minimum the boundaries of the proposed development, lot lines, public and private right-of-way lines, USBR facilities, and an indication of the intended use of the property or easement. The extent and nature of the encroachment shall be clearly shown. In certain cases, COMB may require that the SCC be located exactly within the right-of-way by potholing. An Underground Service Alert (USA) must be filed by the property owner or representative.

The Applicant shall notify all affected public utilities of his or her request to encroach on USBR easements and shall coordinate with the public utilities in order that any necessary relocation of existing facilities may be done in an orderly fashion without interrupting the continuity of service or endangering life or property.

FEES

Land Use Authorization fees or deposits required shall be collected in accordance with procedures established by the General Manager. A schedule of deposit fees to cover the costs of processing Land Use Authorization applications and related expenses incurred are shown in the attached fee schedule. The Permittee is responsible for all costs associated with the Land Use Authorization requirements. Deposit Accounts will be used for costs not covered in the fixed application fee. No Land Use Authorization shall be issued and no work shall be permitted on USBR easements until COMB has received the applicable fees.

TERMS AND CONDITIONS

In each case when the General Manager determines to issue a Land Use Authorization, the permit may include the following terms and conditions:

- (1) If terms and conditions require a covenant, the covenant shall run with the land and be binding upon and inure to the benefit of successors in interest including, the future owners, encumbrancers, successors, heirs, personal representatives, transferees, and assignees of the respective parties.
- (2) Permittee shall use the USBR real property easement only in the manner and for the purposes described in the Land Use Authorization and the attached plans.
- (3) By accepting the benefits herein, Permittee acknowledges that COMB's rights and obligations shall continue in full force and effect and shall not be affected by COMB's grant of permission to encroach.
- (4) The improvements shall be installed and maintained in safe and sanitary condition at the sole cost, risk, and responsibility of the Permittee, including but not limited to any damages to the encroachment caused by COMB's operations, repair, maintenance or construction requirements.
- (5) The Permittee shall at all times indemnify and save COMB and the USBR free and harmless from and pay in full, any and all claims, demands, losses, damages or expenses that COMB and/or the USBR may sustain or incur in any manner resulting from the demolition, construction, maintenance, use, repair, or presence of the encroachment installed hereunder, including any loss, damage or expense arising out of (1) loss of or damage to property; and (2) injury to or death of persons; excepting any loss, damage or expense and claims for loss, damage or expense resulting in any manner from the negligent act or acts of COMB, its contractors, officers, agents or employees.
- (6) COMB may remove at owners expense all or a portion of the encroachment in order to repair, replace, or install public improvements. COMB shall have no obligation to pay for or restore Permittee's encroachment.
- (7) Permittee waives the right to assert any claim or action against the Agency arising out of or resulting from the revocation of this Land Use Authorization or the removal of any improvements or any other action by COMB, its officers, agents, or employees taken in accordance with the terms of the Land Use Authorization.
- (8) As a condition precedent to Permittee's right to access USBR easements, this Land Use Authorization must first be signed by the Permittee, executed by COMB and recorded with COMB.
- (9) Whatever rights and obligations were acquired by COMB with respect to USBR easements shall remain and continue in full force and effect and shall in no way be

affected by COMB's grant of permission to construct and maintain the encroachment.

- (10) If applicable, Land Use Authorizations shall be recorded in the office of the County Recorder as an obligation upon the land involved.
- (11) Security for Land Use Authorizations may be required.

Additional terms and conditions may be added to the Land Use Authorization as determined by the General Manager.

UNAUTHORIZED ENCROACHMENTS PROHIBITED

The General Manager may direct staff to investigate unauthorized encroachments of the USBR easements in conflict with COMB or USBR improvements. The General Manager may request removal of encroachments which in his/her opinion conflict with COMB or USBR improvements. If the General Manager is unable to satisfactorily remove or restrict encroachments of property or easements by negotiation, then he/she may request the Board of Directors to authorize counsel to institute litigation to remove encroachments conflicting with COMB or USBR improvements.

ENFORCEMENT AUTHORITY AND REMEDIES

The Cachuma Operation & Maintenance Board's General Manager or his /her designee is authorized to administer and enforce the provisions of this policy. The remedies for a violation of this policy may include but are not limited to injunctive relief, civil penalties, or any administrative remedy set forth in this Land Use Authorization Policy.

APPEALS

COMB Denied

Within ten (10) days after receipt of a denial of a Land Use Authorization application, a Permittee may file with the Board of Directors a written request for a public hearing. Upon the filing of such a request, the Board of Directors shall set a time and place for the hearing and shall notify the party requesting the hearing at least five (5) days before the hearing date. The hearing shall be held as soon as is reasonably possible after the request is filed. The decision of the Board of Directors shall be final.

USBR Denied

Appealed pursuant to code 43CFR§429.34. An appeal from a denial of an application by USBR is governed by federal law. (See 43CFR§429.34)

CACHUMA OPERATION & MAINTENANCE BOARD

3301 Laurel Canyon Road, Santa Barbara, CA 93105



APN: _____

LOCATION: _____

APPLICATION#: _____

LAND USE AUTHORIZATION

(Authorization to Use U. S. Bureau of Reclamation Right of Way)

This Land Use Authorization is made and entered into this _____ day of _____, 2010, by and between CACHUMA OPERATION & MAINTENANCE BOARD, a joint powers agency, hereinafter referred to as "COMB", and _____, hereinafter referred to as "Permittee."

RECITALS

1. The United States Bureau of Reclamation ("USBR") is the owner of a certain permanent easements for water transmission and distribution through the Cachuma Project South Coast Conduit conveyance system ("SCC System"), more particularly described in Exhibit A, incorporated herein by this reference ("Real Property").
2. COMB operates and maintains the Real Property easements through a Contract for the Transfer of the Operation & Maintenance of the Cachuma Transferred Project Works ("Transfer O & M Agreement") with USBR, and through said agreement has the authority to approve Land Use Authorizations for third party activities within the Real Property easements. This Land Use Authorization is being granted under the authority of the United States of America, Department of the Interior, Bureau of Reclamation.
3. Permittee proposes to construct Improvements that encroach into Real Property. Said Improvements include:

as shown in Exhibit B and are hereinafter referred to as the "Improvements." These improvements are shown in detail in the plans and specifications that have been submitted by permittee and are incorporated by this reference as part of this Land Use Authorization.

COMB Land Use Authorization

4. The SCC System is a vital water delivery resource to the South Coast of Santa Barbara County. All COMB decisions regarding encroachments within the SCC system easements will be made based on protecting this important resource.
5. COMB is willing to permit the Improvements subject to certain conditions and in accordance with Exhibit C.

NOW, THEREFORE, in consideration of the mutual commitments made by the parties, it is agreed that:

1. PERMISSION. Permittee is authorized to construct, operate, maintain, and repair the Improvements on the Real Property.
2. LIMITATIONS ON ENCROACHMENT. Permittee is permitted to construct only the Improvements that are described and shown on Exhibit B, subject to the conditions contained in Exhibit C. Permittee shall have the right to access the Improvements at all times and to the extent necessary during an emergency condition without prior approval from COMB. Permittee will advise COMB as soon as possible of the nature of the emergency condition, the cause, if known, and the proposed actions to be taken to correct the emergency. Further, the Permittee shall have the rights reserved by it in the grant of the Real Property to the United States to construct, reconstruct, repair, and/or change the size of the Improvements in the Real Property with the prior written consent of COMB, which consent shall not be unreasonably withheld, provided that the Permittee obtain a Land Use Authorization for any improvements not included in this or any other Land Use Authorization. Reconstruction of, or additions or extensions to, the Improvements require COMB's advance written consent.
3. ACCEPTANCE OF PROVISIONS. Permittee understands and accepts the conditions contained herein and in any attachments hereto.
4. COMPLIANCE WITH LAW. Permittee shall comply with all applicable Federal, State, and local laws and regulations.
5. PERMITS. Prior to beginning construction, Permittee shall obtain all other approvals and permits required by law from any public agencies that have jurisdiction.
6. AUTOMATIC TERMINATION. This Land Use Authorization shall terminate automatically at any time Permittee abandons or removes the Improvements. If Permittee only abandons or removes a portion of the Improvements, this Land Use Authorization shall terminate as to the portion that is abandoned or removed.
7. NOTICE PRIOR TO STARTING WORK. At least seven (7) days prior to starting work, Permittee shall notify COMB's General Manager in writing. Said notice may be evidenced by email, facsimile, or in writing to the General Manager at the address specified at the end of said Land Use Authorization.
8. RESTORATION FOLLOWING WORK. Upon completion of work, Permittee shall restore the site to its pre-project condition, and remove and dispose of all construction debris, brush, timber, and other materials associated with the work.
9. SUBMISSION OF AS-BUILT PLANS. Upon completion of all work on the Real Property,

COMB Land Use Authorization

including any future construction or reconstruction, Permittee shall furnish reproducible as-built drawings showing location and details of construction within sixty (60) days of completion.

10. **COST OF WORK.** All costs incurred for work on the Real Property pursuant to this Land Use Authorization shall be borne entirely by the Permittee. Permittee hereby waives all claims for indemnification or contribution from COMB for any such work.
11. **ADDITIONAL COSTS.** In the event that COMB is required to perform additional work because of the Improvements during the maintenance, repair, or installation or reconstruction of any public facilities, Permittee shall pay all such additional costs incurred in connection with said extra work within thirty (30) days of receiving a written itemized statement of charges from COMB. In such event, Permittee shall, at Permittee's sole expense, restore any portion of the Improvements disturbed by COMB's operations when COMB's work is completed.
12. **INDEMNIFICATION.** The Permittee shall at all times indemnify and save COMB and the USBR free and harmless from and pay in full, any and all claims, demands, losses, damages or expenses that COMB and/or the USBR may sustain or incur in any manner resulting from the construction, maintenance, use, repair, or presence of the encroachment installed hereunder, including any loss, damage or expense arising out of (1) loss of or damage to property; and (2) injury to or death of persons; including reasonable attorney fees.
13. **INSURANCE.** Permittee shall provide a policy or policies of general liability insurance to protect against loss from liability for damages on account of bodily injury and property damage arising from any activity pursuant to this Permit. Such insurance shall name on the policy, or by endorsement as additional insured, COMB, the United States Department of the Interior, Bureau of Reclamation, their officers, elected officials, employees, agents, and volunteers. Such insurance shall include not less than one million (\$1,000,000) dollars of Commercial Liability Insurance, including Bodily Injury and Property Damage coverage. Insurance coverage must be maintained for the duration of the Encroachment. A copy of the policy or a certificate of insurance along with all necessary endorsements must be filed with COMB no less than five (5) days before the Land Use Authorization is issued, or such later date as the General Manager shall select.
14. **DAMAGE TO FACILITIES AND EASEMENT.** Permittee shall exercise reasonable diligence and precaution in the construction, installation, maintenance and use of structures, appurtenances, equipment, and tools on the Real Property to avoid damage or injury to the Real Property, facilities, and personnel of COMB and the public and to preclude interference with the operations of COMB. Permittee shall use all diligence and caution to prevent contamination or pollution of waters of the South Coast Conduit System. Permittee will be liable for any damage to facilities within the Real Property as a result of the proposed construction and for any other associated damages, including power, irrigation, municipal, and industrial water supply, and communication losses.
15. **HAZARDOUS SUBSTANCES.** Permittee agrees that it will comply with all laws, including Federal, State, or local, existing during the term of this Land Use Authorization pertaining to the use, storage, transportation and disposal of any hazardous substance as that term is defined in any such laws. Permittee shall indemnify, defend and hold harmless COMB, its officers, elected officials, employees, agents, and volunteers against any liability, cost or

COMB Land Use Authorization

expense, including attorney fees and costs, as result of Permittee's use, storage, transportation, or disposal of any hazardous substance.

- 16. MAINTENANCE. All work relating to the Improvements shall conform to recognized standards of construction and the Improvements shall be maintained in a clean and safe manner.
- 17. AGREEMENT BINDING UPON SUCCESSORS IN INTEREST. This Land Use Authorization is an instrument licensing the possession of the Real Property. All the terms, covenants, and conditions herein imposed shall be binding upon and inure to the benefit of the successors in interest of Permittee, and shall run with the Real Property or any part thereof. Upon any sale or division of the Real Property, the terms of this Land Use Authorization shall apply separately to each parcel and the Permittee of each parcel shall succeed to and be bound by the obligations imposed on Permittee by this Land Use Authorization.
- 18. NOTICE TO PARTIES. Notice shall be deemed given when the notice is enclosed in an envelope, addressed to the parties at the address shown on the last page of this permit.
- 19. SPECIAL CONDITIONS. This Land Use Authorization shall be subject to the special conditions attached as Exhibit C.
- 20. EFFECTIVE DATE. This Land Use Authorization shall be effective on the date of its execution and may be revoked and terminated upon the giving of ninety (90) days notice by COMB or the USBR.

CACHUMA OPERATION & MAINTENANCE BOARD

PROPERTY OWNER OR AUTHORIZED REPRESENTATIVE

Name

Name

Signature

Signature

3301 Laurel Canyon Road
Street

Street

Santa Barbara, CA 93105
City Zip

City Zip

805-687-4011
Telephone Number

Telephone Number

contactus@cachuma-board.org
Email Address

Email Address

805-569-5825
Fax Number

Fax Number

COMB Land Use Authorization

EXHIBIT "A"

Description of Real Property (COMB)

COMB Land Use Authorization

Exhibit "B"
Improvements

Exhibit "C"

Special Provisions

Standard Conditions:

1. COMB inspection is required for all utility crossings, excavations, potholing, or alterations within the Real Property. Permittee is to contact the Engineer at the Cachuma Operation & Maintenance Board office at (805) 687-4011 not less than 48 hours before work is to begin.
2. This permit is only valid for work covered under an active Underground Service Alert ("USA") Job Ticket. Area to be excavated or graded must be delineated in white paint and the responsible party must notify USA at 811 (SB County) 48 hours before planned work.
3. All COMB surface and subsurface structures such as pipelines, communications cables, valves, manways, vents, access vaults, cathodic test stations, buried test wires, and rectifiers are to be protected in place prior to and throughout the construction work. COMB roads and fences altered during the construction process are to be returned to their preconstruction condition upon project completion.
4. Pothole investigations are required to locate and identify existing utilities and determine site conditions before repairs, maintenance, modifications or new construction within the Real Property.
5. All excavation within a one (1) foot radius of facilities within the Real Property must be done with hand tools.
6. Utility and road crossings within the Real Property should be constructed as close to perpendicular as possible. Parallel encroachments permitted only by variance.
7. No utilities or structures may be constructed to occupy the area within a one (1) foot radius of existing Real Property facilities unless a specific variance has been granted.
8. The SCC pipeline and/or facilities are to be protected by a minimum of four (4) feet of cover. Specific cover requirements may vary by site conditions and easement agreement terms and will be clarified by COMB upon request.
9. Detectable warning tape is required over all buried utilities and should be placed at a minimum of eighteen (18) inches above each conduit or pipeline situated within the Real Property. Existing warning tape disturbed during the course of construction within the Real Property is to be replaced in the location found during backfilling.
10. Sanitary sewer lines crossing facilities within the Real Property must be continuously sleeved for a total of ten (10) feet either side of the pipe plus the pipe.

COMB Land Use Authorization

11. The SCC pipeline is protected by an impressed-current cathodic system; therefore, the recommended materials for pipe sleeves are non-conductive and include: RCP, HDPE and PVC. When ferrous sleeves are proposed, such as in areas subject to petroleum contamination or heavy traffic loads, COMB will provide specific construction requirements which may include: insulating blankets, anodes, and/or cathodic test stations as necessary based on site conditions.
12. Sleeve diameter should be sized to permit the removal of the encased utility without disturbing facilities within Real Property above or below the utility crossing. Sleeves may be end-sealed or packed with clean, fine sand. Permittee to consult with the affected utilities for any additional requirements.
13. Pressurized lines crossing the Real Property should be pressure tested before backfill and compaction. Lines subject to thrust loading may be backfilled and compacted to a depth of one (1) foot prior to testing.
14. Pipelines, such as storm drains, conveying material by gravity must use a minimum twenty (20) foot section without joints centered over facilities within the Real Property. This requirement is not satisfactory for sanitary sewers.
15. Backfill of trenches crossing the Real Property is to be done in six (6) inch lifts if by hand, and twelve (12) inch lifts if by machine. Fill material within six (6) inches of the SCC pipeline is to be clean sand.
16. All electrical lines crossing the Real Property must be encased in slurry for the full width of the SCC pipeline at the point of crossing. Slurry encasement to have a minimum radius of six (6) inches from the outside edge of conduit. Slurry may be dyed red or a red electrical warning tape placed eighteen (18) inches above the encased conduit.
17. Communications lines crossing the Real Property must be installed in HDPE, PVC or PVC coated steel conduit for the full width of the Real Property at the point of crossing.
18. Excavations within the Real Property deeper than five (5) feet require shoring or sloping and must comply with all applicable OSHA requirements and CA Construction Safety Orders.
19. Nonpaved areas of the Real Property are to be revegetated or restored immediately following new work to restabilize exposed ground surfaces. The permittee will be responsible for correcting drainage and erosion problems occurring within the Real Property resulting from any modifications or new work.

COMB

LAND USE PERMITTING FEE & DEPOSIT

LAND USE AUTHORIZATION PROCEDURE

A flowchart showing the permit procedure is attached. Applicants are required to complete a Land Use Authorization Application Form and submit it to COMB along with three sets of drawings, permitting process fees and deposits as stated below, and evidence that CEQA compliance has been met.

Applications can be obtained from COMB located at 3301 Laurel Canyon Road.

MINOR LAND USE AUTHORIZATION (LETTERS OF APPROVAL – ONLY)

FEE

Applicants are required to post a FEE of \$200 when submitting plans for review.

INSPECTION

An additional cost will be charged for any on-site inspections required by COMB. On site inspection costs are an estimate of time required for COMB inspectors to inspect the construction of the land use activity. COMB inspectors ensure that plans approved for the land use are being followed and that the integrity of the COMB facilities is being maintained.

MAJOR LAND USE AUTHORIZATION (COMPLEX LETTERS OF APPROVAL OR ACTUAL LICENSE OR PERMIT)

FEE

Applicants are required to post a FEE of \$500 when submitting plans for review.

DEPOSIT

Applicants are also required to post a deposit of \$500 when submitting plans for review. This deposit will be applied against the total cost of review.

INSPECTION

An additional cost will be charged for any on-site inspections required by COMB. On site inspection costs are an estimate of time required for COMB inspectors to inspect the construction of the land use activity. COMB inspectors ensure that plans approved for the land use are being followed and that the integrity of the COMB facilities is being maintained. These costs could range from one thousand to several thousand dollars.

GENERAL

- All fees are none refundable
- All costs must be paid in full prior to letter or permit issuance.
- If applicable, the applicant shall provide COMB with a copy of the As-Built Drawings within 60 days from completion of the encroachment activity.
- Applicant is responsible for obtaining permits from other agencies

LAND USE AUTHORIZATION PROCESS

CACHUMA OPERATION AND MAINTENANCE BOARD

APPLICATION AND FEE RECEIVED BY COMB FROM LANDOWNER

COMB VERIFIES LAND OWNERSHIP TYPE

LAND HELD IN EASEMENT BY USBR

LAND OWNED IN FEE BY USBR

Temporary/Minor Land Use Authorization-COMB

Permanent Structure-USBR

COMB reviews Land Use Authorization Application

Request is submitted by COMB to USBR SCCAO for review. USBR must respond within 60 days.

Approval Letter Issued:
COMB authorizes land use with approval letter stating applicable terms

Permit Denied:
Appeals may be made to COMB Board of Directors for final decision

Approval Letter Issued:
USBR sends approval letter to landowner

Permit Denied:
USBR sends letter denying request to landowner. Decision may be appealed pursuant to code 43CFR 429.34

Temporary/Minor Land Use Authorization-COMB

Permanent Structure-USBR

COMB reviews Land Use Authorization Application

Request with recommendation is submitted by COMB to SCCAO Fresno for review

Approval Letter Issued:
COMB issues license effective through term of O&M Contract

License Denied:
Appeals may be made to COMB Board of Directors for final decision

Approval Letter Issued:
Final easement issued by USBR Mid-Pacific Region Office, Sacramento CA

Long term Land Use- COMB issues license effective through term of O&M Contract

Short term/Temporary Request- COMB issues permit

Long term Land Use- USBR issues license

Short term/Temporary Request- USBR issues permit

License Denied:
USBR sends letter denying request to landowner. Decision may be appealed pursuant to code 43CFR 429.34



COMB OPERATION AND MAINTENANCE BOARD

MEMORANDUM

DATE: December 20, 2010
TO: BOARD OF DIRECTORS
FROM: Kate Rees, General Manager
RE: **Professional Services Agreements for Consultants for Santa Ynez River Fisheries Program and Related Activities**

Recommendation:

1. Approve Professional Services Agreements for the following consultants to carry out ongoing work for the existing Santa Ynez River Fisheries Program and related activities effective January 1, 2011: Cardno-Entirx, Northwest Hydraulics, HDR, and Melinda Fournier.
2. Authorize the General Manager to sign the Professional Services Agreements for these consultants.

Discussion:

With the transfer of the existing Santa Ynez River Fisheries Program to COMB as of January 1, 2011, the consultants under contract with CCRB to support this work will need to contract with COMB, also effective January 1, 2011. Attached are four Professional Service Agreements (PSA) with an open-ended term so that these consultants may continue to provide the necessary services to support the fisheries and oak tree programs. These include: Cardno-Entirx, Northwest Hydraulics, HDR, and Melinda Fournier.

Staff requests approval of the PSAs and authorization for the General Manager to sign them. Budgeted funds for these consultant services were approved by the COMB Board on September 27, 2010 as part of the FY 2010-11 budget augmentation, to be effective January 1, 2011.

Respectfully submitted,

Kate Rees
General Manager

CACHUMA OPERATION AND MAINTENANCE BOARD

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made as of this 3rd day of January, 2011 between Cachuma Operation and Maintenance Board ("COMB") and Cardno ENTRIX ("Consultant") for consulting services as described in this Agreement. The parties agree as follows:

SECTION I. SERVICES BY CONSULTANT

Retention. COMB retains Consultant to perform, and Consultant accepts COMB's retention and agrees to perform, consulting services as specified by COMB. The services to be performed under this Agreement generally involve consulting services for the planning, design, documentation, evaluation, observation, control and testing associated with the implementation of the Lower Santa Ynez River Fish Management Plan and Cachuma Project Biological Opinion. Consultant shall diligently perform the obligations and responsibilities required by this Agreement.

Task Orders. This Agreement shall apply to as many projects as COMB and Consultant agree will be performed under the terms and conditions of this Agreement. Each project Consultant performs for COMB shall be designated by a Task Order with the Scope of Work attached as Exhibit "A" to the Task Order. No Task Order shall be binding or enforceable unless and until it has been properly executed by both COMB and Consultant. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control. COMB will provide the Scope of Work to the Consultant that will be mutually agreed upon which will be set forth in each Task Order.

SECTION II. COMPENSATION

Payment Terms. Upon completion of work as listed in the Task Order(s), payment is due 30 days after acceptance by COMB, unless otherwise specified in this agreement, in accordance with the Consultant's fee, cost and expense schedule attached as Exhibit "B" to each Task Order. Consultant shall perform the Services outlined in the Task Order(s) on a time and materials basis. Consultant agrees that the maximum amount stated in each Task Order is a "not-to-exceed" amount, which includes all fees, costs and expenses to be paid to Consultant to perform the services outlined.

Changes to Work, Method, Cost, etc. Any change in the scope of the work to be done, method of performance, nature of materials or price thereof, to any other matter materially affecting the performance or nature of the work will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing or by a supplemental or amended Task Order executed by COMB. Consultant's "on-site representatives" have the authority to execute such written change for Consultant.

Payment Withheld. If COMB has reasonable grounds for believing that Consultant will be unable to materially perform the Services under this Agreement and each Task Order, or there exists or may exist a claim against Consultant or COMB arising out of the negligence or intentional acts of Consultant or Consultant's material breach of any provision of this Agreement, then COMB may withhold payment of any amount payable to Consultant which is directly related to such breach or negligence.

Termination Payment. If the Services of Consultant are terminated, in whole or in part, Consultant shall be compensated for all services performed and reimbursable costs incurred prior to the date of such termination.

SECTION III. INSURANCE

Consultant shall be solely responsible for maintaining worker's compensation, general liability, automobile and state disability insurance and any other taxes or insurance which Consultant is responsible for paying as an independent contractor under federal, state or local law.

Liability Insurance. The Consultant shall provide and maintain at all times during the performance of the services under this agreement, the following commercial general liability and automobile liability insurance. Consultant agrees to carry \$1,000,000/\$2,000,000 (occurrence/general and products/completed operations aggregate) of commercial general liability coverage, and agrees to give COMB insured status under its policy using ISO endorsement CG 2010 or equivalent, and to provide a certificate of insurance with an additionally insured endorsement. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, and blanket contractual liability. The Consultant shall carry automobile insurance for \$1,000,000 for bodily injury and property damage each accident limit. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

Workers' Compensation. Consultant shall procure and/or maintain in full force and effect during the performance of services pursuant to this Agreement workers' compensation insurance covering its employees in performance of the Services under this Agreement. Consultant shall also require that any subcontractor of Consultant carry similar coverage for its employees.

General Insurance Provisions. All insurance coverage, as initially provided and as modified or changed, shall be subject to approval by COMB. Prior to the performance of the Services under this Agreement and at any subsequent time, Consultant shall provide COMB with a Certificate of Insurance (Acord Form 25-S or equivalent) evidencing the above coverage and listing COMB as an additional insured on the general liability policy. If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to COMB at least ten (10) days prior to the expiration date. The above insurance coverage shall not limit the indemnification obligations of Consultant as provided below and the failure to maintain the required coverage shall constitute a material breach of this Agreement.

Sub-Consultants. In the event that the Consultant employs other consultants or contractors (sub-consultants) as part of the services covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

SECTION IV. INDEMNIFICATION

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold COMB, its directors, officers, employees, or authorized volunteers harmless from any damage, liability, or cost to the extent caused by Consultant's negligent acts, errors or omissions in the performance of services under this agreement including sub-consultants or others for whom Consultant is legally liable.

SECTION V. TERMINATION

Termination without Cause. COMB may terminate this Agreement or any Task Order for any reason by giving Consultant at least thirty (30) days prior written notice of such termination. Such termination shall not relieve COMB from responsibility for payment for services rendered by Consultant prior to the date of termination but shall relieve COMB of its obligations for the full payment of compensation due under this Agreement (and/or the respective Task Order) for the Services of Consultant after the notice of termination.

Termination With Cause. COMB may terminate this Agreement or any Task Order for cause, effective immediately upon written notice of such termination to Consultant, based upon the occurrence of any of the following events:

- 1) Material breach of this Agreement, Task Order or Task by Consultant;
- 2) Cessation of Consultant to be licensed, as required by law;
- 3) Failure of Consultant to substantially comply with any applicable federal, state or local law or regulation;
- 4) Filing by or against Consultant of any petition under any law for the relief of debtors; and,
- 5) Conviction of Consultant's principal representative or personnel of any crime other than minor traffic offenses.

Completed Work. In the event of termination or completion of the Services under this Agreement or any Task Order, Consultant shall, at COMB's request, promptly surrender all completed work, work in progress, and all materials, records and notes developed, procured, or produced pursuant to this Agreement. Consultant may retain copies of such work product as a part of his/her record of professional activity.

SECTION VI. GENERAL PROVISIONS

Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To: Kate Rees, General Manager
Cachuma Operation and Maintenance Board
3301 Laurel Canyon Road
Santa Barbara, CA 93105

To Consultant: _____

Any party may change their address for the purpose of this paragraph by giving the other party written notice of the new address in the above manner.

Laws, Regulations and Permits. The Consultant shall give all notices required by law and comply with all laws, ordinances, rules, regulations and permits pertaining to the conduct of the work. The Consultant shall be liable for all violations of the law in connection with work furnished by the Consultant. If the Consultant observes that the project specifications are at variance with any law or ordinance, rule or regulation, he/she shall promptly notify COMB in writing and any necessary changes shall be made by written instruction. If the Consultant performs any work knowing it to be contrary to such laws, ordinances, rules, regulations or permits and without giving notice to COMB, the Consultant shall bear all costs arising therefrom.

Safety. The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Consultant shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations.

Authorized Representatives. Consultant shall not accept direction or orders from any person other than the Manager or the person(s) whose name(s) is (are) inserted as "other authorized representative(s)" on the Task Orders.

Assignment. Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party.

Independent Contractor. The parties, in the performance of services under this Agreement, will be acting in an independent contractor relationship and not as agents, employees, or partners of one another. It is the express intention of the parties that Consultant is an independent contractor and not COMB's employee, that the employees of Consultant and Consultant's subcontractors are not COMB's employees and that Consultant, its subcontractors and their employees are not entitled to any of the rights, benefits or privileges attributable to COMB employees. Consultant shall have the control of the means, methods and details of performing the work and shall only be subject to the general direction and supervision of the COMB Manager to ensure the results contracted for are achieved.

Discrimination. No person shall be excluded from employment in the performance of this Agreement on the grounds of race, creed, color, sex, age, marital status or place of national origin. Consultant shall comply with all local, state and federal laws relating to equal employment opportunity rights.

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

AGENCY

CONSULTANT

Cachuma Operation and Maintenance Board

By: _____
Kate Rees, General Manager/Secretary

By: _____

CACHUMA OPERATION AND MAINTENANCE BOARD

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made as of this 3rd day of January, 2011 between Cachuma Operation and Maintenance Board ("COMB") and Northwest Hydraulic Consultants ("Consultant") for consulting services as described in this Agreement. The parties agree as follows:

SECTION I. SERVICES BY CONSULTANT

Retention. COMB retains Consultant to perform, and Consultant accepts COMB's retention and agrees to perform, consulting services as specified by COMB. The services to be performed under this Agreement generally involve consulting services for the planning, design, documentation, evaluation, observation, control and testing associated with the implementation of the Lower Santa Ynez River Fish Management Plan and Cachuma Project Biological Opinion. Consultant shall diligently perform the obligations and responsibilities required by this Agreement.

Task Orders. This Agreement shall apply to as many projects as COMB and Consultant agree will be performed under the terms and conditions of this Agreement. Each project Consultant performs for COMB shall be designated by a Task Order with the Scope of Work attached as Exhibit "A" to the Task Order. No Task Order shall be binding or enforceable unless and until it has been properly executed by both COMB and Consultant. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control. COMB will provide the Scope of Work to the Consultant that will be mutually agreed upon which will be set forth in each Task Order.

SECTION II. COMPENSATION

Payment Terms. Upon completion of work as listed in the Task Order(s), payment is due 30 days after acceptance by COMB, unless otherwise specified in this agreement, in accordance with the Consultant's fee, cost and expense schedule attached as Exhibit "B" to each Task Order. Consultant shall perform the Services outlined in the Task Order(s) on a time and materials basis. Consultant agrees that the maximum amount stated in each Task Order is a "not-to-exceed" amount, which includes all fees, costs and expenses to be paid to Consultant to perform the services outlined.

Changes to Work, Method, Cost, etc. Any change in the scope of the work to be done, method of performance, nature of materials or price thereof, to any other matter materially affecting the performance or nature of the work will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing or by a supplemental or amended Task Order executed by COMB. Consultant's "on-site representatives" have the authority to execute such written change for Consultant.

Payment Withheld. If COMB has reasonable grounds for believing that Consultant will be unable to materially perform the Services under this Agreement and each Task Order, or there exists or may exist a claim against Consultant or COMB arising out of the negligence or intentional acts of Consultant or Consultant's material breach of any provision of this Agreement, then COMB may withhold payment of any amount payable to Consultant which is directly related to such breach or negligence.

Termination Payment. If the Services of Consultant are terminated, in whole or in part, Consultant shall be compensated for all services performed and reimbursable costs incurred prior to the date of such termination.

SECTION III. INSURANCE

Consultant shall be solely responsible for maintaining worker's compensation, general liability, automobile and state disability insurance and any other taxes or insurance which Consultant is responsible for paying as an independent contractor under federal, state or local law.

Liability Insurance. The Consultant shall provide and maintain at all times during the performance of the services under this agreement, the following commercial general liability and automobile liability insurance. Consultant agrees to carry \$1,000,000/\$2,000,000 (occurrence/general and products/completed operations aggregate) of commercial general liability coverage, and agrees to give COMB insured status under its policy using ISO endorsement CG 2010 or equivalent, and to provide a certificate of insurance with an additionally insured endorsement. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, and blanket contractual liability. The Consultant shall carry automobile insurance for \$1,000,000 for bodily injury and property damage each accident limit. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

Workers' Compensation. Consultant shall procure and/or maintain in full force and effect during the performance of services pursuant to this Agreement workers' compensation insurance covering its employees in performance of the Services under this Agreement. Consultant shall also require that any subcontractor of Consultant carry similar coverage for its employees.

General Insurance Provisions. All insurance coverage, as initially provided and as modified or changed, shall be subject to approval by COMB. Prior to the performance of the Services under this Agreement and at any subsequent time, Consultant shall provide COMB with a Certificate of Insurance (Acord Form 25-S or equivalent) evidencing the above coverage and listing COMB as an additional insured on the general liability policy. If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to COMB at least ten (10) days prior to the expiration date. The above insurance coverage shall not limit the indemnification obligations of Consultant as provided below and the failure to maintain the required coverage shall constitute a material breach of this Agreement.

Sub-Consultants. In the event that the Consultant employs other consultants or contractors (sub-consultants) as part of the services covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

SECTION IV. INDEMNIFICATION

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold COMB, its directors, officers, employees, or authorized volunteers harmless from any damage, liability, or cost to the extent caused by Consultant's negligent acts, errors or omissions in the performance of services under this agreement including sub-consultants or others for whom Consultant is legally liable.

SECTION V. TERMINATION

Termination without Cause. COMB may terminate this Agreement or any Task Order for any reason by giving Consultant at least thirty (30) days prior written notice of such termination. Such termination shall not relieve COMB from responsibility for payment for services rendered by Consultant prior to the date of termination but shall relieve COMB of its obligations for the full payment of compensation due under this Agreement (and/or the respective Task Order) for the Services of Consultant after the notice of termination.

Termination With Cause. COMB may terminate this Agreement or any Task Order for cause, effective immediately upon written notice of such termination to Consultant, based upon the occurrence of any of the following events:

- 1) Material breach of this Agreement, Task Order or Task by Consultant;
- 2) Cessation of Consultant to be licensed, as required by law;
- 3) Failure of Consultant to substantially comply with any applicable federal, state or local law or regulation;
- 4) Filing by or against Consultant of any petition under any law for the relief of debtors; and,
- 5) Conviction of Consultant's principal representative or personnel of any crime other than minor traffic offenses.

Completed Work. In the event of termination or completion of the Services under this Agreement or any Task Order, Consultant shall, at COMB’s request, promptly surrender all completed work, work in progress, and all materials, records and notes developed, procured, or produced pursuant to this Agreement. Consultant may retain copies of such work product as a part of his/her record of professional activity.

SECTION VI. GENERAL PROVISIONS

Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To: Kate Rees, General Manager
Cachuma Operation and Maintenance Board
3301 Laurel Canyon Road
Santa Barbara, CA 93105

To Consultant: _____

Any party may change their address for the purpose of this paragraph by giving the other party written notice of the new address in the above manner.

Laws, Regulations and Permits. The Consultant shall give all notices required by law and comply with all laws, ordinances, rules, regulations and permits pertaining to the conduct of the work. The Consultant shall be liable for all violations of the law in connection with work furnished by the Consultant. If the Consultant observes that the project specifications are at variance with any law or ordinance, rule or regulation, he/she shall promptly notify COMB in writing and any necessary changes shall be made by written instruction. If the Consultant performs any work knowing it to be contrary to such laws, ordinances, rules, regulations or permits and without giving notice to COMB, the Consultant shall bear all costs arising therefrom.

Safety. The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Consultant shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations.

Authorized Representatives. Consultant shall not accept direction or orders from any person other than the Manager or the person(s) whose name(s) is (are) inserted as "other authorized representative(s)" on the Task Orders.

Assignment. Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party.

Independent Contractor. The parties, in the performance of services under this Agreement, will be acting in an independent contractor relationship and not as agents, employees, or partners of one another. It is the express intention of the parties that Consultant is an independent contractor and not COMB's employee, that the employees of Consultant and Consultant's subcontractors are not COMB's employees and that Consultant, its subcontractors and their employees are not entitled to any of the rights, benefits or privileges attributable to COMB employees. Consultant shall have the control of the means, methods and details of performing the work and shall only be subject to the general direction and supervision of the COMB Manager to ensure the results contracted for are achieved.

Discrimination. No person shall be excluded from employment in the performance of this Agreement on the grounds of race, creed, color, sex, age, marital status or place of national origin. Consultant shall comply with all local, state and federal laws relating to equal employment opportunity rights.

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

AGENCY

CONSULTANT

Cachuma Operation and Maintenance Board

By: _____
Kate Rees, General Manager/Secretary

By: _____

CACHUMA OPERATION AND MAINTENANCE BOARD

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made as of this 3rd day of January, 2011 between Cachuma Operation and Maintenance Board ("COMB") and HDR Fisheries Design Center ("Consultant") for consulting services as described in this Agreement. The parties agree as follows:

SECTION I. SERVICES BY CONSULTANT

Retention. COMB retains Consultant to perform, and Consultant accepts COMB's retention and agrees to perform, consulting services as specified by COMB. The services to be performed under this Agreement generally involve consulting services for the planning, design, documentation, evaluation, observation, control and testing associated with the implementation of the Lower Santa Ynez River Fish Management Plan and Cachuma Project Biological Opinion. Consultant shall diligently perform the obligations and responsibilities required by this Agreement.

Task Orders. This Agreement shall apply to as many projects as COMB and Consultant agree will be performed under the terms and conditions of this Agreement. Each project Consultant performs for COMB shall be designated by a Task Order with the Scope of Work attached as Exhibit "A" to the Task Order. No Task Order shall be binding or enforceable unless and until it has been properly executed by both COMB and Consultant. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control. COMB will provide the Scope of Work to the Consultant that will be mutually agreed upon which will be set forth in each Task Order.

SECTION II. COMPENSATION

Payment Terms. Upon completion of work as listed in the Task Order(s), payment is due 30 days after acceptance by COMB, unless otherwise specified in this agreement, in accordance with the Consultant's fee, cost and expense schedule attached as Exhibit "B" to each Task Order. Consultant shall perform the Services outlined in the Task Order(s) on a time and materials basis. Consultant agrees that the maximum amount stated in each Task Order is a "not-to-exceed" amount, which includes all fees, costs and expenses to be paid to Consultant to perform the services outlined.

Changes to Work, Method, Cost, etc. Any change in the scope of the work to be done, method of performance, nature of materials or price thereof, to any other matter materially affecting the performance or nature of the work will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing or by a supplemental or amended Task Order executed by COMB. Consultant's "on-site representatives" have the authority to execute such written change for Consultant.

Payment Withheld. If COMB has reasonable grounds for believing that Consultant will be unable to materially perform the Services under this Agreement and each Task Order, or there exists or may exist a claim against Consultant or COMB arising out of the negligence or intentional acts of Consultant or Consultant's material breach of any provision of this Agreement, then COMB may withhold payment of any amount payable to Consultant which is directly related to such breach or negligence.

Termination Payment. If the Services of Consultant are terminated, in whole or in part, Consultant shall be compensated for all services performed and reimbursable costs incurred prior to the date of such termination.

SECTION III. INSURANCE

Consultant shall be solely responsible for maintaining worker's compensation, general liability, automobile and state disability insurance and any other taxes or insurance which Consultant is responsible for paying as an independent contractor under federal, state or local law.

Liability Insurance. The Consultant shall provide and maintain at all times during the performance of the services under this agreement, the following commercial general liability and automobile liability insurance. Consultant agrees to carry \$1,000,000/\$2,000,000 (occurrence/general and products/completed operations aggregate) of commercial general liability coverage, and agrees to give COMB insured status under its policy using ISO endorsement CG 2010 or equivalent, and to provide a certificate of insurance with an additionally insured endorsement. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, and blanket contractual liability. The Consultant shall carry automobile insurance for \$1,000,000 for bodily injury and property damage each accident limit. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

Workers' Compensation. Consultant shall procure and/or maintain in full force and effect during the performance of services pursuant to this Agreement workers' compensation insurance covering its employees in performance of the Services under this Agreement. Consultant shall also require that any subcontractor of Consultant carry similar coverage for its employees.

General Insurance Provisions. All insurance coverage, as initially provided and as modified or changed, shall be subject to approval by COMB. Prior to the performance of the Services under this Agreement and at any subsequent time, Consultant shall provide COMB with a Certificate of Insurance (Acord Form 25-S or equivalent) evidencing the above coverage and listing COMB as an additional insured on the general liability policy. If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to COMB at least ten (10) days prior to the expiration date. The above insurance coverage shall not limit the indemnification obligations of Consultant as provided below and the failure to maintain the required coverage shall constitute a material breach of this Agreement.

Sub-Consultants. In the event that the Consultant employs other consultants or contractors (sub-consultants) as part of the services covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

SECTION IV. INDEMNIFICATION

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold COMB, its directors, officers, employees, or authorized volunteers harmless from any damage, liability, or cost to the extent caused by Consultant's negligent acts, errors or omissions in the performance of services under this agreement including sub-consultants or others for whom Consultant is legally liable.

SECTION V. TERMINATION

Termination without Cause. COMB may terminate this Agreement or any Task Order for any reason by giving Consultant at least thirty (30) days prior written notice of such termination. Such termination shall not relieve COMB from responsibility for payment for services rendered by Consultant prior to the date of termination but shall relieve COMB of its obligations for the full payment of compensation due under this Agreement (and/or the respective Task Order) for the Services of Consultant after the notice of termination.

Termination With Cause. COMB may terminate this Agreement or any Task Order for cause, effective immediately upon written notice of such termination to Consultant, based upon the occurrence of any of the following events:

- 1) Material breach of this Agreement, Task Order or Task by Consultant;
- 2) Cessation of Consultant to be licensed, as required by law;
- 3) Failure of Consultant to substantially comply with any applicable federal, state or local law or regulation;
- 4) Filing by or against Consultant of any petition under any law for the relief of debtors; and,
- 5) Conviction of Consultant's principal representative or personnel of any crime other than minor traffic offenses.

Completed Work. In the event of termination or completion of the Services under this Agreement or any Task Order, Consultant shall, at COMB's request, promptly surrender all completed work, work in progress, and all materials, records and notes developed, procured, or produced pursuant to this Agreement. Consultant may retain copies of such work product as a part of his/her record of professional activity.

SECTION VI. GENERAL PROVISIONS

Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To: Kate Rees, General Manager
Cachuma Operation and Maintenance Board
3301 Laurel Canyon Road
Santa Barbara, CA 93105

To Consultant: _____

Any party may change their address for the purpose of this paragraph by giving the other party written notice of the new address in the above manner.

Laws, Regulations and Permits. The Consultant shall give all notices required by law and comply with all laws, ordinances, rules, regulations and permits pertaining to the conduct of the work. The Consultant shall be liable for all violations of the law in connection with work furnished by the Consultant. If the Consultant observes that the project specifications are at variance with any law or ordinance, rule or regulation, he/she shall promptly notify COMB in writing and any necessary changes shall be made by written instruction. If the Consultant performs any work knowing it to be contrary to such laws, ordinances, rules, regulations or permits and without giving notice to COMB, the Consultant shall bear all costs arising therefrom.

Safety. The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Consultant shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations.

Authorized Representatives. Consultant shall not accept direction or orders from any person other than the Manager or the person(s) whose name(s) is (are) inserted as "other authorized representative(s)" on the Task Orders.

Assignment. Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party.

Independent Contractor. The parties, in the performance of services under this Agreement, will be acting in an independent contractor relationship and not as agents, employees, or partners of one another. It is the express intention of the parties that Consultant is an independent contractor and not COMB's employee, that the employees of Consultant and Consultant's subcontractors are not COMB's employees and that Consultant, its subcontractors and their employees are not entitled to any of the rights, benefits or privileges attributable to COMB employees. Consultant shall have the control of the means, methods and details of performing the work and shall only be subject to the general direction and supervision of the COMB Manager to ensure the results contracted for are achieved.

Discrimination. No person shall be excluded from employment in the performance of this Agreement on the grounds of race, creed, color, sex, age, marital status or place of national origin. Consultant shall comply with all local, state and federal laws relating to equal employment opportunity rights.

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

AGENCY

CONSULTANT

Cachuma Operation and Maintenance Board

By: _____
Kate Rees, General Manager/Secretary

By: _____

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CACHUMA OPERATION AND MAINTENANCE BOARD

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made as of this 3rd day of January, 2011 between Cachuma Operation and Maintenance Board ("COMB") and Melinda L. Fournier ("Consultant") for consulting services as described in this Agreement. The parties agree as follows:

SECTION I. SERVICES BY CONSULTANT

Retention. COMB retains Consultant to perform, and Consultant accepts COMB's retention and agrees to perform, consulting services as specified by COMB. The services to be performed under this Agreement generally involve consulting services for the planning, design, documentation, evaluation, observation, control and testing associated with the implementation of the Lower Santa Ynez River Fish Management Plan and Cachuma Project Biological Opinion. Consultant shall diligently perform the obligations and responsibilities required by this Agreement.

Task Orders. This Agreement shall apply to as many projects as COMB and Consultant agree will be performed under the terms and conditions of this Agreement. Each project Consultant performs for COMB shall be designated by a Task Order with the Scope of Work attached as Exhibit "A" to the Task Order. No Task Order shall be binding or enforceable unless and until it has been properly executed by both COMB and Consultant. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control. COMB will provide the Scope of Work to the Consultant that will be mutually agreed upon which will be set forth in each Task Order.

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

AGENCY

CONSULTANT

Cachuma Operation and Maintenance Board

By: _____
Kate Rees, General Manager/Secretary

By: _____

COMB OPERATION AND MAINTENANCE BOARD

MEMORANDUM

DATE: December 20, 2010
TO: BOARD OF DIRECTORS
FROM: Kate Rees, General Manager
RE: **NOTIFICATION OF KATE REES' RETIREMENT FROM COMB**

Recommendation:

1. That the COMB Board accept Ms. Rees' notification of retirement from COMB effective upon hiring a new General Manager but not later than June 30, 2011.
2. That the President of the Board appoint two COMB Board Directors to an Ad Hoc General Manager Search/Transition Committee effective immediately.

Discussion:

The Cachuma Member Unit General Managers and I have been working on a recommendation for reorganization of CCRB's current responsibilities since April 2010. That process is not yet fully completed, however, responsibilities for the primary CCRB activities have been determined. Those include transferring implementation of the existing Santa Ynez River Fisheries Program to COMB effective January 1, 2011, and leaving the ongoing SWRCB water rights proceedings and Biological Opinion reconsultation activities with CCRB.

I have worked for COMB, the Cachuma Project Authority, and/or CCRB in various capacities since 1993, all having to do with the Cachuma Project water delivery system, Cachuma water rights, and the steelhead fishery on the Santa Ynez River. I have been the CCRB Manager since January 2002 and the COMB General Manager since February 2006. I have also served as the Administrative Coordinator for both CCRB and ID1, per the JLAA, for the water rights and ESA activities for several years. However, questions have been raised about a potential conflict due to my working as both the CCRB Manager and the COMB General Manager, primarily because ID1 is a member of COMB but not of CCRB. Most recently, this issue came up again during the current reorganization discussions due to the advocacy nature of the work that will be required of CCRB and ID1 to complete the water rights and reconsultation proceedings. To date, there have been no conflicts regarding these proceedings, nor are any anticipated, as all of the Member Units (through CCRB and ID1) have worked cooperatively and shared the same goals with regard to protection of the Cachuma water supply and the southern

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steelhead in the lower river. However, although unlikely, there is a possibility that CCRB and ID1 may have a difference of opinion on some issues in the future.

I had planned to retire in a couple of years. But after giving this a great deal of thought, and considering the changes in the responsibilities of the two agencies beginning in January, I have decided that this is the right time for COMB to hire a new General Manager to carry out both the Cachuma Project O&M activities and the SYR Fisheries Program as permanent operations of the Cachuma Project.

I would, therefore, like to notify the Board that I will retire from COMB as soon as the recruitment for a new General Manager is completed. I will leave my actual retirement date open-ended up to June 30, 2011 to facilitate that process, as the search for the right person to guide COMB through its next phase of work may take several months. This should allow sufficient time to affect a smooth transition. I recommend that President Hanson appoint two Directors to an Ad Hoc General Manager Search/Transition Committee to begin that process.

There is still important advocacy, management, and administrative work to complete for CCRB, on behalf of its south coast Member Units, with regard to the Cachuma water rights and BO reconsultation proceedings, for which I believe I am uniquely qualified. I want to assure you that I will continue to work as CCRB's Manager and am eager to do so. I believe the CCRB Board will need to plan in the coming months for changes to aspects of this position, including removing it from the COMB employment structure. This preparation will make possible a seamless transition once a new COMB GM is hired.

It has been a pleasure and a privilege working for such an important agency as COMB, and I will assist in this transition phase in any way I can.

Respectfully submitted,



Kate Rees
General Manager

kr.comb/admin/board memos/122010_Krees retirement.mmo

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FYI



November 18, 2010

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

Re: Ortega Reservoir Retrofit Water Stop Joint Repair Project

Dear Kate,

Montecito Water District (MWD) is notifying you that it has selected the retrofit water stop joint repair methodology and contractor for correcting the reservoir joint leaks at the Ortega Reservoir. The Boards of Directors for MWD and the Carpinteria Valley Water District (CVWD) have reviewed and approved the funding and the contractor for the joint repair project.

Board of Directors

President
W. Douglas Morgan

Vice President
Samuel Frye

Jan E. Abel
Richard Shaikewitz
Larry Wilson

**General Manager
and Secretary**

Thomas R. Mosby

As you are aware, the leak mechanism/cause was determined to be faulty construction and inspection during the installation of the retrofit water stop between the new and existing reservoir concrete liners. The in-reservoir work took place under contract to MWD and CVWD during the reservoir aluminum cover project between the years 2004 and 2007.

MWD and CVWD staffs have been looking into the various identified repair options following the settlement in June 2010 of the lawsuit against the reservoir cover project engineer and contractor that was filed in the summer of 2008. The review of the proposed repair options was thorough and also involved the United States Bureau of Reclamation (USBR) and Cachuma Operation and Maintenance Board (COMB) staff to ensure that any proposed joint repair does not in any way conflict or interfere with the use of the reservoir for the storage and delivery of potable water.

For the repair of the reservoir, MWD and the CVWD set up a joint Operations Committee consisting of two directors from each district and their respective staffs to define the available repair methodologies that could be accomplished within the limitations of the lawsuit settlement amount. Following multiple joint Committee meetings and Board meetings of both agencies, the Boards approved a repair solution which consists of a multiple joint seal strategy to provide three different sealing mechanisms without modifications or changes to the existing concrete liner and joints.

The three step process includes the following:

1. Cleaning and removal of all sealant materials and other deleterious materials in the retrofit water stop joint without any further disruption to the in-place, failed retrofit water stop.

583 San Ysidro Road
Santa Barbara, CA
93108-2124

Ph 805.969.2271
Fax 805.969.7261

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Each ton of recycled paper
saves 7,000 gallons of water.

webmaster@montecitowater.com
<http://www.montecitowater.com>

2. Grinding and/or cutting of the concrete joint vertical face just above the retrofit water stop to ensure a clean surface for the application and adherence of the water stop sealants.
3. Installation of Hydrotite Oakum material in the joint, saturated with a urethane grout to provide the first level of sealant.
4. Injection of urethane grout between the Hydrotite Oakum and the retrofit water stop which acts as the primary sealing mechanism.
5. Installation of Sikaflex 2C two part epoxy at the top of the concrete joint to act as the third joint sealant.

The approved methodology has been reviewed by USBR and they have indicated that this repair is considered a part of reservoir operation and maintenance and will not require the issuance of a USBR permit.

MWD and CVWD are proposing to schedule the start of the repair project on January 3, 2011 with an estimated three month period to complete the joint seal work. COMB's role will be to empty the reservoir and remove the access vertical panels on both the reservoir's north and south walls for ventilation and equipment access by January 3, 2011.

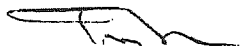
MWD and CVWD have hired CA Larsen Company to act as the repair project construction inspector and manager. Mr. Allen Larsen will be contacting your agency to coordinate the preparation activities for mobilization of the contractor to the site. MWD must also provide electrical power to the reservoir center for use by the contractor in his sealing activities and MWD will be hiring an electrical contractor for this work.

For your review and information you will find attached a submittal from the contractor that will be conducting the joint repair work, Howard Ridley Company. The submittal includes the contractor's contract, description of sealant materials, sequence of material applications, and reservoir conditions prior to the start of work.

Both MWD and CVWD have confidence that the proposed repair methodology will be successful in sealing the retrofit water stop joint. However, this repair is considered temporary and the performance of the products being used will be monitored with regular but less intensive reservoir toe drain data collection. The approved repair methodology is such that these materials can be used in the future for isolated leak locations which may occur from time to time.

Please contact me at 969-2271 if you have any questions regarding the above,

Sincerely,



Tom Mosby
General Manager

cc: Darrin Williams, USBR
Charles Hamilton, CVWD

Tori Bailey, MWD
Allen Larsen, CA Larsen Co.